



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

Monday, August 21, 2017

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	17 - 35
Mover Councillor S. Myers Seconded Councillor M. Bruni	
Resolved that the Minutes of the Regular Council Meeting of 2017 07 17 and Special Meeting of Council 2017 07 31 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor S. Hollingsworth Seconded Councillor F. Fata	
Resolved that the Agenda and Addendum #1 for 2017 08 21 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Downtown Association – Splash Pad Location	36 - 49
Bryan Hayes, Chair	
6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA	
Mover Councillor S. Myers Seconded Councillor F. Fata	

Resolved that all the items listed under date 2017 08 21 – Agenda item 6 – Consent Agenda save and except agenda items 6.17 and 6. 19 be approved as recommended.

- 6.1 Correspondence**
- 6.1.1 Naming Rights of Essar Centre** 50 - 51
- Kalyan Ghosh, President and CEO, Algoma to Mayor Provenzano and Mayor Provenzano's response
- 6.2 Council Travel**
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni
- Resolved that Councillor Turco be authorized to travel to Fort McMurray, Alberta for 5 days in September to attend an AMO meeting at no cost to the City.
- 6.3 Algoma University Grant Agreement Amendment** 52 - 53
- A report of the Deputy CAO / City Clerk is attached for the consideration of Council.
- The relevant By-law 2017-170 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.4 F.J. Davey Home – Dissolving of Agreement** 54 - 56
- A report of the Deputy CAO / City Clerk is attached for the consideration of Council.
- The relevant By-law 2017-171 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.5 Customer Service Training for City Staff** 57 - 59
- A report of the Director of Human Resources is attached for the consideration of Council.
- Mover Councillor S. Myers
Seconder Councillor F. Fata
- Resolved that the report of the Director of Human Resources dated 2017 08 21 regarding customer service training for City staff be received as information.
- 6.6 Property Tax Appeals** 60 - 62
- A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.
- Mover Councillor S. Hollingsworth

Second Councillor F. Fata

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2017 08 21 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act* be approved.

6.7 Second Quarter Financial Report – June 30, 2017 63 - 81

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Mover Councillor S. Myers
Second Councillor M. Bruni

Resolved that the report of the Manager of Audits and Capital Planning dated 2017 08 21 concerning the Second Quarter Financial Report to June 30, 2017 be received as information.

6.8 Humane Society 82 - 91

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

Mover Councillor S. Hollingsworth
Second Councillor F. Fata

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 08 21 regarding the Humane Society be received and that Council authorize staff to negotiate terms of a purchased service agreement with the Humane Society that continues the current funding level of \$472,458; further that Council approve the single-sourcing of enforcement and shelter services.

6.9 Heritage Property Tax Rebate Program 92 - 98

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

Mover Councillor S. Hollingsworth
Second Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2017 07 17 concerning Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 780 Wellington Street East be enrolled in the Heritage Property Tax Rebate Program be approved.

6.10 Sault Ste. Marie Public Library – Lease Agreement with Algoma District School Board 99 - 103

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2017 08 21 concerning Sault Ste. Marie Public Library Lease Agreement with the Algoma District School Board be received and that City Council authorize the Sault Ste. Marie Public Library Board to enter into negotiations and a subsequent lease agreement with the Algoma District School Board for 10,000 square feet of library space which will be located at 232 Northern Avenue.

6.11 Clean Water and Wastewater Funding 104 - 105

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

The relevant By-law 2017-160 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 Engineering Agreement – Downtown Traffic Study 106 - 107

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

The relevant By-law 2017-164 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13 McNabb St. Georges Environmental Assessment – Notice of Completion 108 - 109

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2017 08 21 concerning the McNabb St. George's Environmental Assessment – Notice of Completion be received as information.

6.14 Old Garden River Road – Resurfacing 110 - 111

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Director of Engineering dated 2017 08 21 be received and the recommendation to authorize a change order to contract 2017-7E in the amount of \$98,764 based on estimated quantities be approved.

6.15 Fire Services Comprehensive Risk Assessment/Fire Master Plan 112 - 115

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

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the report of the Fire Chief dated 2017 08 21 concerning Fire Services Comprehensive Risk Assessment / Fire Master Plan be received and that Council approve the additional expenditure of up to \$35,000 to complete a Fire Master Plan as part of the Comprehensive Risk Assessment process.

6.16 Street Assumption, Closing and Conveyance Part of Holden Street 116 - 118

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

The relevant By-laws 2017-165 and 2017-166 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 Transient Traders and Peddlers (By-law 2003-53) 119 - 123

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

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the report of the Solicitor/Prosecutor dated 2017 08 21 concerning Transient Traders and Peddlers (By-law 2003-53) be received as information.

6.17.1 *Motion*

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Whereas the City's Legal Department was asked to review the Peddler By-Law and report back to Council on how compliance and enforcement could be strengthened to ensure greater fairness for local business; and

Whereas it is not the intent of Council to deter or create hardships to the presence of ice cream vendors (better known as "ice cream trucks") and that of hot dog and related food cart vendors; and

Whereas the Legal Department has offered Council some options that Council may consider

Now Therefore Be It Resolved that the Legal Department be requested to prepare a revised draft Peddler By-Law and a revised draft Food Vendor By-Law including, but not limited to the following:

1. That the vendors be limited to selling either goods or foods only at the location specified in the licence.
2. That the vendors not be able to locate in a residential area.
3. That a maximum time limit of 3 days be placed on each licence.

4. That a fee be charged to vendors requiring a re-inspection to confirm compliance to the respective By-Law.
5. That the by-Laws be amended to establish a category system depending on the class of licence.
6. That the by-Laws contain a specific section dealing with inspections which authorize Police Services to inspect any premises where a stationary business is carried on.
7. That the by-Laws include any additional requirements to obtain the licence, including an insurance requirement and certificates of approval from the Medical Officer of Health and the Fire Chief.
8. That the licence fee for each category be set with the norm for Northern Ontario municipalities.
9. That a separate category be established for ice cream vendors and food cart vendors with any applicable exceptions, as these are seasonal operations.

6.18	Sale of 37 Paradee Avenue	124 - 126
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A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2017-157 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19	Repeal of By-law 2012-213 – Wild or Exotic Animals	127 - 129
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A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2017-172 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.20	Renewal of Licence of Occupation – Hydro One Sault Ste. Marie Holding Corp.	130 - 131
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A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2017-167 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.21	Delegation of Signing Authority – Temporary Street Closing Applications	132 - 140
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A report of the City Solicitor is attached for the consideration of Council.

The relevant By-laws 2017-168 and 2017-169 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.22 Demolition of 168 Church Street 141 - 143

A report of the Chief Building Official / Property Standards Officer is attached

for the consideration of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the report of the Chief Building Official / Property Standards Officer dated 2017 08 21 be received and the recommendation to proceed with the demolition of 168 Church Street at a cost of \$23,101.91 including HST, be approved and that the cost associated with this action will added to the taxes for the subject property.

6.23 *Road Closure – Simpson Street from Victoria Avenue to Wellington Street East* 144 - 145

A report of the Municipal Services Engineer is attached for the consideration of Council.

The relevant By-law 2017-173 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 Ward Boundaries – Final Recommendation 146 - 149

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

The relevant By-law 2017-161 is listed under item 11 of the Agenda and will be read with all by-laws under that item. (Individual ward maps may be viewed with the By-law document – Agenda item 11.1.3)

7.1.1.1 *July 17, 2017 Council Report*

7.1.1.2 *PowerPoint Presentation* 150 - 153

7.1.2 Committee Appointments

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that Councillor S. Myers be appointed to the Christmas Lighting Award Committee until December 31, 2018.

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that Councillor S. Myers be appointed to the Public Art Policy Committee.

7.2 COMMUNITY SERVICES DEPARTMENT

7.2.1	Implementation Plan for the Community Adjustment Committee Recommendations	154 - 182
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	Mover Councillor S. Myers Seconder Councillor M. Bruni	
	Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 08 21 regarding the implementation plan of the Community Adjustment Committee recommendations be received;	
	Further that Council authorize staff to invest \$444,656 in the implementation plan in 2018 using funds recently reallocated from SSMEDC;	
	Further that Council authorize staff to develop funding applications to seek support for the implementation plan and leverage the City investment into this project.	
7.3	ENGINEERING	
7.4	FIRE	
7.5	LEGAL	
7.6	PLANNING	
7.6.1	A-8-17-Z – 120 Simpson Street	183 - 193
	A report of the Senior Planner is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor M. Bruni	
	Resolved that the report of the Senior Planner dated 2017 08 21 concerning Application A-8-17-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) to Single Detached Residential Zone with a Special Exception (R2.S) to permit a second dwelling unit to be located in the basement of the existing home, subject to the following special provisions:	
	1. That the required parking spaces be reduced from three (3) to two (2) spaces; 2. That the required parking spaces be permitted to be stacked; 3. That the north interior side yard be reduced to 0m, for the existing residential building only; and 4. That parking be prohibited within the front yard area, beyond the extent of the single driveway,	
	and that the Legal Department be directed to prepare the necessary by-law(s)	

to effect this approval.

7.6.2 A-9-17-Z and 57T-17-501 – 3876 Queen Street East

194 - 213

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

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the Report of the Senior Planner dated 2017 08 21 concerning Applications A-9-17-Z and 57T-17-501 be received and that Council rezone the subject property in the following manner:

1. That Lot 1 on the proposed Draft Plan be rezoned from Single Detached Residential Zone (R2), to Medium Density Residential Zone (R4), to permit up to 60 dwelling units upon Lot 1.
2. That Lots 2, 3 4 & 5 on the proposed Draft Plan be rezoned from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3) to permit up to 51 dwelling units upon Lots 2, 3, 4 & 5.
3. That Block 6 on the proposed Draft Plan be rezoned from Single Detached Residential Zone (R2), to Parks and Recreation Zone (PR), to facilitate the establishment of a neighbourhood park.

That Council approves an amended Draft Plan of Subdivision by replacing the original Draft Plan (57T-88-007) dated November 3, 1988, for the subject property only, with the amended Draft Plan (57T-17-501) dated July 18, 2017, subject to the following conditions to Draft Approval:

1. Subdivision Agreement – That prior to any development, site alteration or the creation of new lots, the subdivider enter into a Subdivision Agreement with the City, with respect to, but not limited to the following:
 1. That the streets, corner roundings, in-ground services, sidewalks, drainage etc., be designed and constructed to the satisfaction of the Director of Engineering Services, or his designate.
2. Phasing Plan – That prior to the finalization of the Subdivision Agreement, a phasing plan be completed to the satisfaction of the Director of Engineering Services, or his designate, which outlines the phasing of the development with respect to lot creation and servicing. The phasing plan shall also consider increased flows through the existing swale which runs along the west lot line of the subject property towards Queen Street East.
3. Tree Planting – That prior to the finalization of the Subdivision Agreement, a fee, based upon the provision of 1 tree per 18m of frontage of Lots 1-5, be collected from the developer for tree planting.
4. Parkland and Stormwater Management Lands Dedication – That Blocks 6 and 7, as shown on the amended Plan be dedicated to the municipality for parkland (Block 6) and storm water management (Block 7).
5. Phase 2 Archaeological Assessment – That a Phase 2 Archaeological Assessment be completed, prior to entering into a subdivision agreement

and prior to any development or site alteration, within the portion of the subject property identified as having high archaeological potential. The Archaeological Assessment shall be completed by a licensed Archaeologist, to the satisfaction of the Ontario Ministry of Tourism, Culture and Sport (MTS).

6. Sediment Control Plan – That prior to the finalization of the Subdivision Agreement, the developer submit a sediment control plan, to the satisfaction of the Director of Engineering or his designate, and the Sault Ste. Marie Conservation Authority.
7. Sidewalk – That a sidewalk be provided along one side of the full extent of Sinclair Drive, to the satisfaction of the Director of Engineering Services or his designate.
8. Pedestrian Link to White Pines and Terry Fox Place – That the developer be required to construct and deed to the City, a pedestrian link along the north lot line of Lot 1, with locational details to be determined through Site Plan Control, as Lot 1 is developed.
9. Infrastructure Standards – That all future servicing infrastructure be to current City standards.
10. Adequate Fire Fighting Flows – That prior to the finalization of the Subdivision Agreement, the developer be required to carry out an engineering assessment and design of the water distribution system to ensure the provision of adequate fire flows, without compromising the existing distribution system, to the satisfaction of PUC Services Inc.
11. PUC Agreements – That the developer be required to enter into a Subdivision Agreement with the PUC regarding electrical and water services.

and that the Legal Department be directed to prepare the necessary by-law(s) to effect this approval.

7.6.2.1 Additional correspondence

214 - 216

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 No Parking Zone on Saddle Crescent

Mover Councillor M. Shoemaker
Seconder Councillor J. Hupponen

Whereas Saddle Crescent is not a designated no-parking area; and

Whereas due to its proximity to the Sault Area Hospital, and easy access to the Sault Area Hospital property from the Hub Trail, many vehicles park on Saddle Crescent to avoid paying hospital parking fees; and

Whereas the residents of Saddle Crescent are having their street used as a parking lot; and

Whereas the parking fees for Sault Area Hospital help support critical health care services in the City of Sault Ste. Marie;

Now Therefore Be It Resolved that the Legal Department be requested to prepare an amendment to the necessary by-law to make Saddle Crescent a no-parking area.

8.2 Gore Street Traffic Lights

217 - 219

Mover Councillor L. Turco
Secunder Councillor R. Niro

Whereas on or about the fall of 2016 following construction in the Gore Street area, traffic lights were removed from the intersections of Gore and Albert Streets and Albert and Andrew Streets; and

Whereas once the lights were removed from these intersections, there appeared to be more accidents occurring in the immediate months following; and

Whereas the area is made up of both business and residential properties with heavy pedestrian traffic and families with small children; and

Whereas the neighbours are concerned about the high rates of speed in this residential/business area, in particular from Huron Street to Gore Street with the removal of all traffic lights in these areas; and

Whereas the sightlines at Albert and Gore Streets are a concern for vehicles that park on the west side of Gore Street, making it difficult to see the oncoming traffic on Gore Street; and

Whereas the neighbourhood is in the process of putting together a petition to have some action taken at these intersections

Now Therefore Be It Resolved that appropriate staff be directed to reinstall traffic lights at the intersection of Gore and Albert Streets and at the intersection of Albert and Andrew Streets.

8.2.1 Statistical Data

220 - 221

8.3 Splash Pad Reconsideration

Mover Councillor F. Fata
Secunder 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.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2017 08 21 be approved.

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

11.1.1 By-law 2017-157 (Property Sale) 37 Paradee Avenue (Juby) 222 - 223

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2017-157 being a by-law to authorize the sale of surplus property being civic 37 Paradee Avenue, legally described as PIN 31603-0405 (LT), to Ashley and Kyle Juby be passed in open Council this 21st day of August, 2017.

11.1.2 By-law 2017-160 (Agreement) Clean Water and Wastewater Funding Agreement 224 - 290

A report from the Director of Engineering is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2017-160 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for Clean Water and Wastewater funding (CWWF) be passed in open Council this 21st day of August, 2017.

- 11.1.3 By-law 2017-161 (Ward Boundaries Review) Amend Ward Boundaries** 291 - 304
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-161 being a by-law to amend the ward boundaries for The Corporation of the City of Sault Ste. Marie be passed in open Council this 21st day of August, 2017.
- 11.1.4 By-law 2017-162 (Parking) Repeal By-law 2017-143** 305 - 305
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-162 being a By-law to repeal By-law 2017-143 (a by-law amending Schedule "A" to By-law 93-165) be passed in open Council this 21st day of August, 2017.
- 11.1.5 By-law 2017-163 (Parking) Municipal Law Enforcement Officers** 306 - 308
- Council report was passed by Council Resolution on July 17, 2017.
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-163 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 21st day of August, 2017.
- 11.1.6 By-law 2017-164 (Agreement) Downtown Traffic Study** 309 - 326
- A report from the Design and Construction Engineer is on the Agenda.
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-164 being a by-law to authorize the execution of the Agreement between the City and IBI Group Professional Services (Canada) Inc. for the Downtown Traffic Study project be passed in open Council this 21st day of August, 2017.
- 11.1.7 By-law 2017-165 (Street Assumption) Holden Street** 327 - 328
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-165 being a by-law to assume for public use and establish as a public street that portion of Holden Street described as PART PIN 31567-0199 (LT) PT HOLDEN STREET PLAN H423 ABUTTING PART

LOT 6 AND PART LOT 11, in the Holden Subdivision, Plan H423 be passed in open Council this 21st day of August, 2017.

11.1.8 By-law 2017-167 (Agreement) Hydro One Sault Ste. Marie Holding Corp. 329 - 336

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2017-163 being a by-law to authorize the execution of the Agreement between the City and Hydro One Sault Ste. Marie Holding Corp. ("Hydro One") which will allow Hydro One to continue to occupy a portion of City property wherein anchoring and guying equipment for power transmission lines are located be passed in open Council this 21st day of April, 2017.

11.1.9 By-law 2017-168 (Temporary Street Closing) Delegate Authority for Temporary Street Closings 337 - 337

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2017-168 being a by-law to delegate the authority for the processing and approval of temporary street closures to the Director of Public Works, or his/her designate, pursuant to section 23.1 of the *Municipal Act, 2001* as amended be passed in open Council this 21st day of August, 2017.

11.1.10 By-law 2017-169 (Streets) Amendment to By-law 2008-131 338 - 338

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2017-169 being a by-law to amend the Streets By-law 2008-131 be passed in open Council this 21st day of August, 2017.

11.1.11 By-law 2017-170 (Agreement) Algoma University 339 - 341

A report from the City Clerk is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2017-170 being a by-law to authorize the execution of the Amending Grant Agreement between the City and Algoma University dated August 21, 2017 be passed in open Council this 21st day of August, 2017.

- 11.1.12 By-law 2017-171 (Agreement) Repeal By-law 2002-18 F.J. Davey Home 342 - 342**
- A report from the City Clerk is on the Agenda.
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-171 being a by-law to repeal By-law 2002-18 (being a by-law to authorize a Funding Agreement with the F. J. Davey Home) be passed in open Council this 21st day of August, 2017.
- 11.1.13 By-law 2017-172 (Regulations) Repeal By-law 2012-213 (Wild or Exotic Animals) 343 - 343**
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-172 being a by-law to repeal By-law 2012-213 (being a by-law to prohibit wild or exotic animal exhibitions and performances in the City of Sault Ste. Marie) be passed in open Council this 21st day of August, 2017.
- 11.1.14 By-law 2017-173 (Temporary Street Closing) Simpson Street 344 - 344**
- A report from the Municipal Services Engineer is on the Agenda.
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-173 being a by-law to permit the temporary closing of Simpson Street from Victoria Avenue to Wellington Street East for a period of four weeks to create three new multi-family lots on Simpson Street be passed in open Council this 21st day of August, 2017.
- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.2.1 By-law 2017-166 (Street Closing and Conveyance) Holden Street 345 - 347**
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor S. Myers
 Seconder Councillor F. Fata
- Resolved that By-law 2017-166 being a by-law to stop up, close and authorize the conveyance of a portion of Holden Street in the Holden Subdivision, Plan H423 be READ the FIRST and SECOND time in open Council this 21st day of August, 2017.
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**

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

13. **CLOSED SESSION**

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss:

- two proposed dispositions of property;
- an issue under the *Companies' Creditors Arrangement Act*

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

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

14. **ADJOURNMENT**

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, July 17, 2017
4:30 pm
Council Chambers
Civic Centre

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

Absent: Councillor S. Hollingsworth, Councillor M. Shoemaker

Officials: A. Horsman, R. Tyczinski, L. Girardi, T. Vair, M. White, N. Kenny, P. Milosevich, P. Niro, S. Schell, P. Johnson, R. Madonna, M. McCracken, V. Prouse, C. Rumiel, P. Tonazzo, T. Vecchio

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Regular Council Meeting of 2017 06 26 be approved.

Carried

Councillor O. Grandinetti swore his Declaration of Office under the *Municipal Act*.

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor L. Turco – Municipal Law Enforcement Officers

Spouse employed by Police Service

3.2 Councillor L. Turco – By-law 2017-143 (Parking) Municipal Law Enforcement Officers

Spouse employed by Police Service

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

Employed by Essar Steel Algoma Inc.; USWA

3.4 Councillor O. Grandinetti – Retention of Restructuring Lawyer Fee Update

Employed by Essar Steel Algoma Inc.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the Agenda and Addendum #1 for 2017 07 17 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 2017 User Fee Study

Andrew Mirabella, Hemson Consulting Ltd. was in attendance regarding Agenda item 7.1.1.

5.2 Council Composition / Ward Boundaries

Malcolm White, Deputy CAO Corporate Services / City Clerk was in attendance regarding Agenda item 7.1.2.

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that all the items listed under date 2017 07 17 – Agenda item 6 – Consent Agenda save and except Agenda item 6. 20 be approved as recommended.

Carried

6.1 Outstanding Council Resolutions

6.2 Street Closure Request

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

6.3 Retention of Restructuring Lawyer Fee Update

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

Councillor O. Grandinetti declared a conflict on this item. (Employed by Essar Steel Algoma Inc.)

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

6.4 Registration of Tax Arrears Certificate(s) and Sale

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

Moved by: Councillor P. Christian
Seconded by: 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*.

Carried

6.5 Property Tax Appeals

A report of the Manager of Accounting and City Tax Collector was received by Council.

Moved by: Councillor P. Christian
Seconded by: 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*.

Carried

6.6 Ontario Municipal Commuter Cycling Program Funding

The report of the Planner was received by Council.

Moved by: Councillor S. Butland
Seconded by: 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.

Carried

6.7 Sault Ste. Marie Slo-Pitch League Agreement – Player Shelters

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

The relevant By-law 2017-151 is listed under item 11 of the Minutes.

6.8 Designated Heritage Property Grant – 36 Herrick St.

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

6.9 Official Plan Review – Population Projections

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

The relevant By-law 2017-145 is listed under item 11 of the Minutes.

6.10 Downtown Traffic Study

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

Moved by: Councillor P. Christian

Seconded by: 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.

Carried

6.11 Drake Street Pump Station Upgrades

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

The relevant By-law 2017-153 is listed under item 11 of the Minutes.

6.12 2018 Capital – Engineering Procurement

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

6.13 Firefighter Recruitment Process

The report of the Deputy Fire Chief is attached for the consideration of Council.

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

6.14 Licence of Occupation – Poker Run Event

The report of the City Solicitor was received by Council.

The relevant By-law 2017-150 is listed under item 11 of the Minutes.

6.15 Great Little Ones Film Inc. – Licence to Occupy City Property

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

The relevant By-law 2017-154 is listed under item 11 of the Minutes.

6.16 Amended Lease – 363 Wellington Street West

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

The relevant By-law 2017-152 is listed under item 11 of the Minutes.

6.17 BK Marketing Services Assignment Agreement

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

The relevant By-law 2017-142 is listed under item 11 of the Minutes.

6.18 Licence Extension on Provincial Lands

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

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

The relevant By-laws 2017-148 and 2017-149 are listed under item 11 of the Minutes.

6.21 Municipal Law Enforcement Officers

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

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

The relevant By-law 2017-143 is listed under item 11 of the Minutes.

6.22 Facility Crossing Agreement for Imperial Oil

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

The relevant By-law 2017-131 is listed under item 11 of the Minutes.

6.20 Amendment to By-law 2012-213 Information Report

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

Moved by: Councillor P. Christian

Seconded by: 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.

Officially Read and Not Dealt With

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 2017 User Fee Study

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

Moved by: Councillor P. Christian

Seconded by: 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.

Carried

7.1.2 Council Composition / Ward Boundaries

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

7.1.3 Committee Vacancies (Romano)

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

Moved by: Councillor L. Turco

Seconded by: Councillor S. Butland

Resolved that the report of the Deputy City Clerk dated 2017 07 17 concerning Committee Vacancies be received as information and that Councillor O. Grandinetti be appointed to the Sault Ste. Marie and Region Conservation Authority (to December 31, 2018).

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 Splash Pad Funding

Moved by: Councillor P. Christian

Seconded by: 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 sub- dividers 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.

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

Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
Results	11	0	0
Carried			

8.2 Zoos and Wildlife Sanctuaries

Moved by: Councillor J. Hupponen

Seconded by: 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.

Carried

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that all By-laws under Agenda item 11 under date 2017 07 17 be approved.

Carried

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

11.1.1 By-law 2017-131 (Agreement) Facility Crossing – Imperial Oil

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

11.1.8 By-law 2017-146 (Street Closing) Amend By-law 2015-12 (Part Wawanosh Avenue)

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

11.1.9 By-law 2017-147 (Agreement) Risk Assessment for Fire Services

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

11.1.10 By-law 2017-148 (Agreement) Reggie's West Ride for ARCH

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

11.1.11 By-law 2017-149 (Regulations) Reggie's West Ride for ARCH

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

11.1.12 By-law 2017-150 (Agreement) Poker Run Boat Parade Event

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

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 P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that this Council proceed into closed session to discuss a proposed disposition 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

Carried

14. ADJOURNMENT

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



The Corporation of the City of Sault Ste. Marie
Special Meeting of City Council
Minutes

Monday, July 31, 2017
4:15 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 F. Fata, Councillor J. Krmpotich, Councillor O. Grandinetti

Absent: Councillor M. Bruni

Officials: A. Horsman, M. White, L. Girardi, N. Kenny, P. Milosevich, S. Schell, T. Vair, P. Johnson

1. Approve Agenda as Presented

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

That the Agenda and Addendum for the 2017 07 31 Special City Council Meeting as presented be approved.

Carried

2. Closed Session

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that this Council proceed into closed session to discuss a labour relations matter and an issue under the *Companies' Creditors Arrangement Act* ;

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

Municipal Act section 239(2)(d) labour relations or employee negotiations, section 239(2)(f) (advice that is subject to solicitor/client privilege).

Carried

3. Declaration of Pecuniary Interest

5.1 Councillor M. Shoemaker – Economic Development Review

An agency involved in the review is a client of law firm.

4. Street Closure Request

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that By-law 2017-158, being a by-law to permit the temporary closing of Albion Street from Chapple Avenue to Albion Street on August 17, 2017 from 9 a.m. to 3 p.m. to facilitate the Ontario Works Street Party be passed in open Council this 31st day of July 2017.

Carried

5. Economic Development Review

Councillor M. Shoemaker declared a conflict on this item. (An agency involved in the review is a client of law firm.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 07 31 regarding economic development be received;

Further that Council authorize staff to negotiate terms of a new Memorandum of Understanding with the Sault Ste. Marie Economic Development Corporation (SSMEDC) and

the Sault Ste. Marie Innovation Centre (SSMIC) based on a revised funding level of \$1,204,166 for SSMEDC and \$277,890 for SSMIC;

Further that Council authorize staff to begin discussions with funding organizations to seek support for the implementation of the recommendations from the Community Adjustment Committee report.

Carried

6. Appointment of Fire Chief

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-159 being a by-law to appoint Peter Johnson as Fire Chief and to repeal By-law 2014-246 be passed in open Council this 31st day of July, 2017.

Carried

Mayor

City Clerk



Downtown Association

Splash Pad Presentation

Agenda

- Purpose
- Consultation Process
- Alignment with City's Downtown Improvement Plan 2014-2017
- Alignment with City's Downtown Improvement Plan Current
- Alignment with City's Downtown Strategy and Corporate Strategy
- Thunder Bay Experience
- Net Economic Benefit
- Response to Splash Pad Sub-Committee Advantages and Disadvantages (Business Case)
- Synergies
- Funding Opportunities
- Conclusion

Purpose

- As the Downtown Association did not participate in the consultation process regarding the splash pad, it is our goal to demonstrate the priority importance of a downtown location for our inaugural Splash Pad versus a Bellevue Park location to the future prosperity of downtown as identified in successive Downtown Community Improvement Plans, the City's Downtown Strategy, the City's Corporate Strategy, the Downtown Association's Strategic Plan and most recently the Community Adjustment Plan.

Consultation Process

- Stakeholder consultation versus public meeting

Downtown Improvement Plan 2014-2017

- Higher Density Residential Development
- Increased Activities
- Access to Recreational Amenities
- Clergue Park Improvements
 - Initiate site planning design, and site servicing improvements (i.e. water, sanitary, storm water) to accommodate future recreational facilities, water fountain
 - Acquire and install of water fountain feature, park equipment

Downtown Improvement Plan 2017-2020

- Attract commercial and residential investment to the downtown core that increases commercial and dwelling densities
- Decrease vacancies
- Increase the amount of entertainment, food, and cultural opportunities in the downtown
- Monitor the performance of the DCIP on an ongoing basis as evidence that the goals of the Downtown Strategy are being met

Downtown Strategic Plan

- 2. Develop a vibrant residential neighbourhood
- 2.2 Encourage the development of neighbourhood infrastructure
 - 2.2.1 Integrate features for children to enjoy such as play areas, splash pads and other family oriented places throughout downtown
 - 2.2.2 Investigate the feasibility of adding public washrooms in the downtown core

City of Sault Ste. Marie Strategic Plan

- Focus Area Infrastructure: Planning for new infrastructure to replace deteriorating assets and create new public spaces will support competitiveness on a global scale (March 20th report to council)
- Other considerations within the Plan not mentioned but equally important: 1) Quality of Life “Create Vibrant Downtown Areas” 2) Community Development Partnerships “Maximize economic development and investment so that existing and new businesses can flourish.”

Thunder Bay Experience

- Goal is to have a Splash Pad for every 5,000 children under the age of 9
- Prince Arthur's Landing at Marina Park is Thunder Bay's signature recreation destination. This community gathering place has transformed the City of Thunder Bay's waterfront into a mixed-use village and animated waterfront park reconnecting the downtown to the shores of Lake Superior. Since opening in December 2011, Prince Arthur's Landing has seen record attendance and the opening of several new businesses
- "The Marina Park Splash Pad is the most popular part of the new waterfront development." (Northern Ontario Travel)

Net Economic Benefit

- Is there a future greater Net Economic Benefit to a downtown location than a Bellevue Park location?

Bellevue Park Comparative Analysis Response

- Estimated costs to run services \$30,000 to \$55,000 more at Clergue
- Parking 233 Spaces BP to 97 Spaces CP
- Operating Budget Staffing Increase Differential \$7,000 (\$21,000 CP versus \$14,000 BP)
- Security Increase \$5,500 CP
- Bus Route (Every 30 min. weekdays, hourly weekends)
- Demographics 775 under age 14 within 1.6km of Downtown versus 1385 under 14 within 1.6 km of Bellevue Park
- Concessions BP yes, CP No

Synergies

- Clergue Park
- Bellevue Park

Funding Opportunities

- Original Application was to be to NOHFC for a feasibility study with eligibility criteria being the need to demonstrate that the investment in strategic infrastructure would improve the competitiveness of the tourism industry and enhance the visitor experience
- Has it been determined what Rotary would fund if Clergue Park was the preferred option (Sault Star)
- Would the Property Purchase Reserve fund which is fully committed to the Downtown Development Initiative be eligible for funding a downtown splashpad or some component thereof (Sault Star)
- DTA?

Conclusion

- Successive Downtown Improvement Plans, Downtown Strategy, BIA Strategy, City's Strategic Plan
- Community Adjustment Plan: A vibrant downtown is an important component of building a more attractive community for residents and businesses alike. We should ensure that we focus on and prioritize the ongoing community efforts to re-establish our downtown as the vibrant core of our community.
- Foster a pro-business and entrepreneurial environment in municipal government that encourages growth and development.

ALGOMA

June 5, 2017

Mayor Christian Provenzano
City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive, 4th Level
Sault Ste. Marie, ON, P6A 5N1

Dear Mr. Mayor,

Thank you again for attending and extending greetings at our ceremony for the rebranding of the company to "Algoma". Your kind words were very well received. Further to our subsequent conversation on Monday, May 29, 2017 regarding the naming rights to the Essar Centre, I would like to confirm and clarify the outcome of our discussion.

As you are aware we hold the naming rights for the term ending July 31, 2018. Given our rebranding to Algoma, we are not opposed to the City's request to rename the Essar Centre prior to the end of the term so long as we retain all other rights and privileges provided under contract. As you also have alluded we are currently in the midst of the CCAA proceedings. However we expect that this will not continue indefinitely and if we are to emerge before the end of the current naming rights term, we would ask that we retain our first right of refusal on any naming rights opportunity.

The new Algoma that emerges will be a stronger and more vibrant enterprise and one that will be a leading member of the community. We have had a 10 year association with the Centre and would like to have an opportunity to continue that association.

Please let me know your thoughts on this and we should discuss at the earliest convenience.

Warm regards,



Kalyan Ghosh
President & Chief Executive Officer

OFFICE OF THE
MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

July 19, 2017

SENT VIA EMAIL

Kalyan Ghosh, CEO
Algoma
105 West Street
Sault Ste., Marie, ON
P6A 7B4

Dear Mr. Ghosh:

RE: Essar Centre

I have your letter dated June 5th in response to mine of May 29, 2017.

I take your letter to confirm that Algoma does not object to the Corporation of the City of Sault Ste. Marie removing the name 'Essar Centre' from the building prior to the expiration of the Naming, Advertising and Sponsorship Agreement. The City will be assessing how best to proceed and it will of course keep Algoma apprised of any decisions made in that regard.

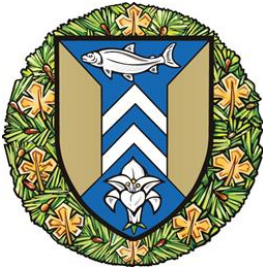
I thought it important I clarify one point in your letter in order that there is not any misunderstanding between the parties. The first right of refusal on future naming rights outlined in the current agreement could only be exercised if the company was not in default and notice was provided 12 months prior to the expiry of the term. Since neither of these conditions were met, Algoma no longer has a first right of refusal on any future naming rights.

I note that this matter will have to proceed to Council so no action will be taken immediately. If you would like to discuss the matter with me or any position taken herein, I will make myself available at your convenience.

Sincerely,

Christian C. Provenzano, B.A., LL.B., LL.M.

/cp



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

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, Deputy CAO / City Clerk

DEPARTMENT: Corporate Services

RE: Algoma University Grant Agreement Amendment

PURPOSE

This report seeks Council's approval of a by-law to effect a previous resolution of Council.

BACKGROUND

The following resolution was passed at the 2017 05 08 Council meeting:

Whereas children of employees of the City of Sault Ste. Marie are eligible for funding from scholarships with money provided to Algoma University by the City; and

Whereas all taxpayers should be eligible for scholarships funded by taxpayer dollars;

Now Therefore Be It Resolved that Council request that Algoma University change their criteria for granting the scholarships funded by the City of Sault Ste. Marie to allow all residents of the City to be eligible for said scholarships.

Carried

ANALYSIS

In order to effect this resolution, a by-law must be passed amending the Grant Agreement between the City and Algoma University.

FINANCIAL IMPLICATIONS

There is no change to the grant amount (\$40,000) provided under the agreement as a result of the amendment.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2017-170 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



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



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, Deputy CAO / City Clerk

DEPARTMENT: Corporate Services

RE: F.J. Davey Home – Dissolving of Agreement

PURPOSE

This report seeks Council's approval to dissolve the current agreement with the F.J. Davey Home.

BACKGROUND

In 2001, City Council approved a development plan to replace the former F.J. Davey Home facility, operating as a municipal long term care home, with a new facility, operating as a not for profit corporation.

The plan included the City making an equity contribution of \$9.8M to the new facility (financed by long term debt) while in return being deleted from OReg 637, which required the City to pay an annual operating levy towards the operation of the facility. The debt incurred by the City to make the equity contribution was retired in 2014.

As part of the agreement enacted at the time to effect the development plan, the City is required to appoint members to the F.J. Davey Home Corporation who are then appointed as directors to the corporate Board. The Board has requested that the agreement be dissolved to allow it to conduct its own processes to identify and recruit board members.

ANALYSIS

The request from the F.J. Davey Home Board was reviewed by staff. It was confirmed that there were no financial or legal implications to dissolving the agreement, with the caveat that the corporate by-laws of the F.J. Davey Home would need to be amended prior to City Council approving the dissolving of the agreement.

The City has now received confirmation (attached) that the required amendments have been approved.

FINANCIAL IMPLICATIONS

There are no financial implications to dissolving this agreement.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2017-171 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



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



F.J. Davey Home
A COMMITMENT TO EXCELLENCE

July 31, 2017

Malcolm White
Deputy CAO / City Clerk

Dear Mr. White,

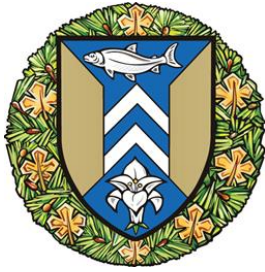
This letter is to provide formal notice that the F. J. Davey Home Board of Directors approved a motion to change its by-laws on June 26, 2017. The changes are reflected below:

Old by-law	Motion on June 26, 2017: That By-law No. 4, Section 2, 2.01, 2.02, 2.03 be revised as follows:
2.01 FJDHome Directors must be Members of the FJDHome.	2.01 FJDHome Directors are Members of the FJDHome.
2.02 The number of FJDHome Directors is fixed at (9) unless otherwise changed from time to time by By-Law of the FJDHome and Resolution of the Board of Directors and approved by the Members.	2.02 The number of FJDHome Directors is fixed at (9) unless otherwise changed from time to time by By-Law of the FJDHome and Resolution of the Board of Directors
2.03 Applicants for Director positions on the Board of Directors are approved by the Municipal Council for the Corporation of the City Sault Ste. Marie and the current FJDHome Board of Directors and thereafter elected by the Members at the Annual General Meeting of Members.	2.03 Applicants for Director positions on the Board of Directors, having satisfactorily completed the required Criminal Background Check and conditions of the application process, are approved by the FJDHome Board of Directors and duly elected at a regularly scheduled Board meeting.

We appreciate your support in helping our board move forward with this new appointment process. Please let us know if you require any further documentation from us.

Sincerely,

Karli Campbell
Nominating Committee, F. J. Davey Home Board of Directors



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

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Niro, Director of Human Resources

DEPARTMENT: Corporate Services

RE: Customer Service Training for City Staff

PURPOSE

The purpose of this report is to respond to the following resolution from the 2017 02 06 Council meeting.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

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

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

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

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

BACKGROUND

Since 2008 all staff, volunteers and persons who are responsible for customer/public interaction for the City have been required to take accessible customer service training. The training takes approximately 1 1/2 hours and focuses on best practices in serving City clients/customers with a particular emphasis on clients and customers with disabilities. Certificates of completion are issued once the online training is complete.

In addition to corporate training co-ordinated by Human Resources, City divisions and departments arrange for specialized training to serve their unique operational needs.

These initiatives often include an element of customer service training as part of the program.

Fifty-three employees have recently completed the Difficult Interactions component of Harvard ManageMentor online training.

All EMS employees have completed specific customer service training focused on patient care, clientele and co-workers.

Historically, the City has partnered with the Ontario Municipal Management Institute, the Association of Municipal Managers Clerks and Treasurers of Ontario (AMCTO) and Sault College to facilitate a variety of training sessions, including customer service training.

ANALYSIS

Approximately 250 City employees deal with the public on a daily basis either by telephone, in person or by e-mail). Between 2006 and 2013 an average of forty-three persons per year received training that included an element of customer service in addition to the accessible customer service training introduced in 2008.

Corporate Communications is also implementing a weekly email blast to all City staff with a "tip of the week" which will often include a tip to providing excellent customer service.

FINANCIAL IMPLICATIONS

There is no direct cost to posting tips to the intranet site or for the existing accessible customer service online training.

AMCTO has provided a quotation of \$33,750 + HST to deliver a Customer Service and Conflict Resolution for Municipalities workshop for 250 employees (9 sessions). OMMI has provided a quotation in excess of \$40,000.

STRATEGIC PLAN / POLICY IMPACT

Delivering excellent customer service is a strategic direction under the Service Delivery focus area of the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Human Resources dated 2017 08 21 regarding customer service training for City staff be received as information.

Respectfully submitted,



Peter Niro
Director, Human Resources
705.759.5366

Customer Service Training
2017 08 21
Page 3.

p.niro@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 21, 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 \$1644.55 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 08 21 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 08 21

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

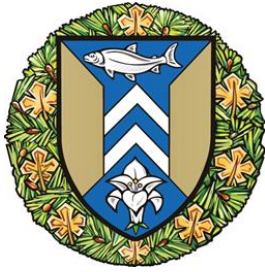
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2017 08 21
PAGE: 1 of 1

					2015				
ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED		TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
010-070-017	00184 Queensgate Blvd.	Ruscio Investments Inc.	Ruscio Antonio	CT/RT	D	15-056	278.56	0.00	278.56
					2016			-	-
010-008-061	00043 Hugill Street	Lacasse Terry	Lacasse Sherry	RT	D	16-050	26.30		26.30
010-033-018	01931 Queen Street East	Sharp Dorothy Marabeth		RT	D	16-051	81.83		81.83
020-038-091	00182 March Street	Rudolph Lorna Ellen		CT	A	16-052	434.68		434.68
060-070-028	00185 Sunnyside Beach F	Shushkewich Lynn Carol	Shushkewich Donald Andrew	RT	D	16-053	Confirmed		-
					2017				
030-035-061	00358 McNabb Street	Clemente Johnny		RT	D	17-001	136.40	2.11	138.51
040-005-032	00577 Morin Street	Cavok Holdings		RT	D	17-002	287.52	1.00	288.52
040-012-009	00390 North Street	Perlini Anne Louise		RT	D	17-003	74.99		74.99
050-002-066	00305 Conmee Avenue	Dolena Holdings (Sault) Inc.		RT	D	17-004	321.16		321.16
REPORT TOTAL							278.56	3.11	1,644.55

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

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: Second Quarter Financial Report – June 30, 2017

PURPOSE

The purpose of this report is to provide a Six Month Financial Report to June 30, 2017.

BACKGROUND

The Finance Committee reviewed the 2017 Second Quarter Financial Report on August 1, 2017.

Moved by: Marchy Bruni

Seconded by: Frank Fata

Resolved that the Finance Committee receive the 2017 Second Quarter Financial Report and recommend to City Council for information.

ANALYSIS

Most departments are trending on budget as of June 30, 2017.

However, as in the prior year, Retiree Healthcare Benefits are trending over budget. These benefits are self-insured and are difficult to budget for. A shortage of \$225,000 is predicted for this area to year end 2017.

Even with the significant snowfall the City experienced in the first quarter of the year, the Public Works and Engineering department continues to trend on budget for Winter Control costs. However, a harsher than normal early winter season (November and December 2017) can quickly drain remaining resources.

Assessment growth to June 30, 2017 was +0.46%. There is very little additional assessment predicted for the second half of the year.

No other significant variances from budget are noted for the first half of 2017 and there are currently no new developments that Finance has been made aware of that would cause significant budgetary constraints for the remainder of the year.

FINANCIAL IMPLICATIONS

At the end of the first half of the 2017 fiscal year, no significant deficit or surplus is predicted to the end of the year.

Staff will continue to monitor trends and present to Council at a later meeting another quarterly report to the end of September 2017.

STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning dated August 21, 2017 concerning the Second Quarter Financial Report to June 30, 2017 be received as information.

Respectfully submitted,

Jacob Bruzas
Manager of Audits and Capital Planning
705.759.5356
j.bruzas@cityssm.on

CITY OF SAULT STE MARIE

2017 - SECOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Budget-Rem	2016 Actual To:	2016 Actual
FISCAL YEAR REMAINING% :	Actual	2017		50.0%	June	Year End
REVENUE						
Taxation	(\$109,863,071.99)	(\$111,333,602.00)	(\$1,470,530.01)	1.32%	(\$104,439,420.20)	(\$107,045,941.84)
Payment in Lieu of taxes	(\$2,036,020.59)	(\$4,371,195.00)	(\$2,335,174.41)	53.42%	(\$2,294,828.78)	(\$4,372,431.32)
Fees and user charges	(\$16,882,569.86)	(\$34,964,699.27)	(\$18,082,129.41)	51.72%	(\$19,941,000.13)	(\$40,847,677.25)
Government grants	(\$10,028,057.14)	(\$19,497,615.00)	(\$9,469,557.86)	48.57%	(\$9,150,690.15)	(\$20,611,412.95)
Interest and investment income	(\$2,321,691.15)	(\$4,305,000.00)	(\$1,983,308.85)	46.07%	(\$2,412,690.39)	(\$5,452,124.14)
Contribution from own funds	\$37,916.07	(\$218,060.16)	(\$255,976.23)	117.39%	\$68,077.54	(\$5,062,201.61)
Other income	(\$918,811.70)	(\$1,503,320.00)	(\$584,508.30)	38.88%	(\$837,989.36)	(\$2,244,040.72)
Prior year surplus			\$0.00	0.00%		(\$550,000.00)
Change in future employee benefits			\$0.00	0.00%		(\$7,897.59)
	(\$142,012,306.36)	(\$176,193,491.43)	(\$34,181,185.07)	19.40%	(\$139,008,541.47)	(\$186,193,727.42)
EXPENDITURES						
Salaries	\$31,447,223.63	\$67,214,470.00	\$35,767,246.37	53.21%	\$33,727,650.27	\$72,989,556.93
Benefits	\$8,959,359.21	\$18,370,782.31	\$9,411,423.10	51.23%	\$10,174,646.65	\$19,209,698.89
TOTAL SALARIES/BENEFITS	\$40,406,582.84	\$85,585,252.31	\$45,178,669.47	52.79%	\$43,902,296.92	\$92,199,255.82
Travel and training	\$365,629.14	\$841,795.00	\$476,165.86	56.57%	\$270,978.72	\$649,217.33
Election			\$0.00	0.00%	\$808.82	\$808.82
Vehicle allowance, maintenance and repairs	\$2,453,091.11	\$3,813,150.00	\$1,360,058.89	35.67%	\$2,154,038.35	\$4,295,752.17
Utilities and Fuel	\$4,430,037.94	\$10,009,195.00	\$5,579,157.06	55.74%	\$4,580,398.82	\$9,879,855.91
Materials and supplies	\$2,269,146.38	\$6,599,665.00	\$4,330,518.62	65.62%	\$3,209,480.50	\$7,059,353.96
Maintenance and repairs	\$1,471,437.31	\$2,576,130.00	\$1,104,692.69	42.88%	\$1,250,906.36	\$2,418,691.79
Program expenses	\$33,360.45	\$121,200.00	\$87,839.55	72.47%	\$39,408.87	\$150,836.08
Goods for resale	\$247,728.95	\$619,325.00	\$371,596.05	60.00%	\$238,264.75	\$579,880.75
Rents and leases	\$194,837.44	\$302,950.00	\$108,112.56	35.69%	\$222,004.33	\$335,109.17
Taxes and licenses	\$1,563,471.86	\$2,191,290.00	\$627,818.14	28.65%	\$1,986,987.94	\$2,240,785.13
Financial expenses	\$2,807,834.85	\$2,736,405.00	(\$71,429.85)	(2.61%)	\$1,587,615.92	\$5,482,028.99
Purchased and contracted services	\$3,807,936.40	\$9,342,762.90	\$5,534,826.50	59.24%	\$4,004,504.07	\$9,237,531.67
Grants to others	\$13,530,630.48	\$26,571,954.48	\$13,041,324.00	49.08%	\$19,281,922.04	\$26,880,952.42
Long term debt	\$1,115,917.22	\$3,252,490.00	\$2,136,572.78	65.69%	\$1,107,295.26	\$1,971,711.52
Transfer to own funds	\$566,870.88	\$21,072,528.40	\$20,505,657.52	97.31%	\$1,210,828.33	\$22,190,758.22
Capital expense	\$268,404.00	\$777,530.00	\$509,126.00	65.48%	\$641,097.13	\$924,123.80
Depreciation			\$0.00	0.00%		\$16,440,624.65
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$148,161.26
Clearing accounts	\$18,448.83		(\$18,448.83)	0.00%		
Less: recoverable costs	(\$147,476.27)	(\$220,130.00)	(\$72,653.73)	33.00%	(\$154,730.97)	(\$302,926.13)
TOTAL OTHER EXPENSES	\$34,997,306.97	\$90,608,240.78	\$55,610,933.81	61.38%	\$41,631,809.24	\$110,583,257.51
	\$75,403,889.81	\$176,193,493.09	\$100,789,603.28	57.20%	\$85,534,106.16	\$202,782,513.33
NET (REVENUE)/EXPENDITURE	(\$66,608,416.55)	\$1.66	\$66,608,418.21		(\$53,474,435.31)	\$16,588,785.91
Mayor and Council	\$325,659.39	\$709,802.18	\$384,142.79			
Chief Administrative Officer	\$320,698.97	\$374,181.00	\$53,482.03			
Corporate Services	\$6,403,937.78	\$10,094,792.13	\$3,690,854.35			
Legal	\$794,659.78	\$1,422,450.94	\$627,791.16			
Fire Services	\$5,813,561.45	\$13,001,304.96	\$7,187,743.51			
Police Services	\$12,106,478.31	\$24,276,501.53	\$12,170,023.22			
Public Works and Engineering	\$16,902,435.11	\$39,519,527.53	\$22,617,092.42			
Community Development and Enterprise Services	\$4,422,382.25	\$12,503,682.51	\$8,081,300.26			
Levy Board	\$10,110,953.00	\$20,567,648.48	\$10,456,695.48			
Outside Agencies	\$1,883,193.44	\$3,636,037.40	\$1,752,843.96			
Outside Agencies - Other	\$1,224,925.33	\$1,926,711.00	\$701,785.67			
Economic Diversification	\$976.59	\$500,000.00	\$499,023.41			
Corporate	(\$127,898,979.39)	(\$137,677,707.00)	(\$9,778,727.61)			
Capital and Debt	\$959,159.45	\$9,145,069.00	\$8,185,909.55			
Misc	\$21,541.99	\$0.00	(\$21,541.99)			
	(\$66,608,416.55)	\$1.66	\$66,608,418.21			

MAYOR AND COUNCIL

2017 -SECOND QUARTER ENDED JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Government grants			\$0.00	0.00%		(\$1,577.00)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$1,577.00)
EXPENDITURES						
Salaries	\$228,561.91	\$485,284.00	\$256,722.09	52.90%	\$227,774.53	\$486,112.85
Benefits	\$29,670.45	\$56,003.18	\$26,332.73	47.02%	\$24,716.40	\$48,784.76
TOTAL SALARIES/BENEFITS	\$258,232.36	\$541,287.18	\$283,054.82	52.29%	\$252,490.93	\$534,897.61
Travel and training	\$9,282.93	\$53,500.00	\$44,217.07	82.65%	\$7,264.23	\$19,141.52
Vehicle allowance, maintenance and repairs	\$17,139.51	\$36,030.00	\$18,890.49	52.43%	\$15,184.05	\$29,688.59
Materials and supplies	\$26,149.51	\$50,885.00	\$24,735.49	48.61%	\$31,264.61	\$52,674.40
Purchased and contracted services	\$23.23	\$3,100.00	\$3,076.77	99.25%	\$512.67	\$1,493.27
Grants to others	\$14,831.85	\$25,000.00	\$10,168.15	40.67%	(\$25,000.00)	
Transfer to own funds			\$0.00	0.00%		\$22,400.00
Depreciation			\$0.00	0.00%		\$2,910.58
TOTAL OTHER EXPENSES	\$67,427.03	\$168,515.00	\$101,087.97	59.99%	\$29,225.56	\$128,308.36
	\$325,659.39	\$709,802.18	\$384,142.79	54.12%	\$281,716.49	\$663,205.97
NET (REVENUE)/EXPENDITURE	\$325,659.39	\$709,802.18	\$384,142.79	54.12%	\$281,716.49	\$661,628.97

CAO'S OFFICE

2017 - SECOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Government grants	(\$59,313.52)	(\$265,700.00)	(\$206,386.48)	77.68%	(\$66,042.92)	(\$255,702.86)
Other income	\$44.75		(\$44.75)	0.00%	\$96.75	(\$568.25)
	(\$59,268.77)	(\$265,700.00)	(\$206,431.23)	77.69%	(\$65,946.17)	(\$256,271.11)
EXPENDITURES						
Salaries	\$223,887.46	\$459,535.00	\$235,647.54	51.28%	\$233,445.51	\$467,029.89
Benefits	\$53,366.16	\$118,808.00	\$65,441.84	55.08%	\$49,401.86	\$92,363.48
TOTAL SALARIES/BENEFITS	\$277,253.62	\$578,343.00	\$301,089.38	52.06%	\$282,847.37	\$559,393.37
Travel and training	\$1,161.79	\$10,715.00	\$9,553.21	89.16%	\$819.93	\$6,587.15
Vehicle allowance, maintenance and repairs	\$1,953.00	\$4,480.00	\$2,527.00	56.41%	\$1,992.06	\$4,256.14
Materials and supplies	\$10,884.98	\$25,343.00	\$14,458.02	57.05%	\$5,019.15	\$21,506.17
Maintenance and repairs		\$150.00	\$150.00	100.00%		
Purchased and contracted services	\$88,714.35	\$20,650.00	(\$68,064.35)	(329.61%)	\$12,021.55	\$21,310.00
Capital expense		\$200.00	\$200.00	100.00%		
Depreciation			\$0.00	0.00%		\$1,816.15
TOTAL OTHER EXPENSES	\$102,714.12	\$61,538.00	(\$41,176.12)	(66.91%)	\$19,852.69	\$55,475.61
	\$379,967.74	\$639,881.00	\$259,913.26	40.62%	\$302,700.06	\$614,868.98
NET (REVENUE)/EXPENDITURE	\$320,698.97	\$374,181.00	\$53,482.03	14.29%	\$236,753.89	\$358,597.87

CORPORATE SERVICES

2017 - SECOND QUARTER ENDED JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$61,246.98)	(\$155,040.00)	(\$93,793.02)	60.50%	(\$196,994.45)	(\$265,722.46)
Government grants		(\$1,540.00)	(\$1,540.00)	100.00%	(\$22,440.00)	(\$508,442.69)
Contribution from own funds			\$0.00	0.00%		(\$342,669.46)
Other income	(\$43,828.48)	(\$88,100.00)	(\$44,271.52)	50.25%	(\$52,587.39)	(\$134,940.78)
	(\$105,075.46)	(\$244,680.00)	(\$139,604.54)	57.06%	(\$272,021.84)	(\$1,251,775.39)
EXPENDITURES						
Salaries	\$1,965,421.43	\$4,162,197.00	\$2,196,775.57	52.78%	\$1,934,151.38	\$4,188,745.73
Benefits	\$808,282.35	\$1,439,414.23	\$631,131.88	43.85%	\$715,766.95	\$1,484,675.80
TOTAL SALARIES/BENEFITS	\$2,773,703.78	\$5,601,611.23	\$2,827,907.45	50.48%	\$2,649,918.33	\$5,673,421.53
Travel and training	\$34,847.38	\$87,245.00	\$52,397.62	60.06%	\$20,735.66	\$112,299.08
Election			\$0.00	0.00%	\$808.82	\$808.82
Vehicle allowance, maintenance and repairs	\$155.36	\$1,500.00	\$1,344.64	89.64%	\$296.31	\$626.13
Materials and supplies	\$130,638.16	\$152,900.00	\$22,261.84	14.56%	\$136,156.98	\$109,007.89
Maintenance and repairs	\$420,372.92	\$616,380.00	\$196,007.08	31.80%	\$376,932.45	\$654,575.43
Goods for resale	\$9,600.00	\$19,200.00	\$9,600.00	50.00%	\$9,600.00	\$20,448.00
Rents and leases	\$4,238.28	\$7,625.00	\$3,386.72	44.42%	\$490.44	\$1,009.50
Financial expenses	\$2,777,627.16	\$2,679,845.00	(\$97,782.16)	(3.65%)	\$1,542,874.74	\$4,912,082.84
Purchased and contracted services	\$297,151.60	\$968,690.90	\$671,539.30	69.32%	\$483,093.17	\$920,724.42
Grants to others		\$2,000.00	\$2,000.00	100.00%	\$11,116.24	\$11,116.24
Transfer to own funds		\$60,000.00	\$60,000.00	100.00%		\$113,534.83
Capital expense	\$60,678.60	\$142,475.00	\$81,796.40	57.41%	\$58,235.50	\$94,306.85
Depreciation			\$0.00	0.00%		\$434,116.97
TOTAL OTHER EXPENSES	\$3,735,309.46	\$4,737,860.90	\$1,002,551.44	21.16%	\$2,640,340.31	\$7,384,657.00
	\$6,509,013.24	\$10,339,472.13	\$3,830,458.89	37.05%	\$5,290,258.64	\$13,058,078.53
NET (REVENUE)/EXPENDITURE	\$6,403,937.78	\$10,094,792.13	\$3,690,854.35	36.56%	\$5,018,236.80	\$11,806,303.14
HR	977,409.67	1,642,967.78	665,558.11	40.51%		
Clerks	462,159.50	1,041,005.36	578,845.86	55.60%		
Finance	4,964,368.61	7,410,818.99	2,446,450.38	33.01%		
	6,403,937.78	10,094,792.13	3,690,854.35			

LEGAL DEPARTMENT

2017 - SECOND QUARTER ENDED JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$1,366,191.86)	(\$2,234,651.00)	(\$868,459.14)	38.86%	(\$1,397,618.21)	(\$2,183,792.69)
Government grants	(\$16,405.20)		\$16,405.20	0.00%		
Interest and Investment income	(\$1,840.53)		\$1,840.53	0.00%	(\$4,770.17)	(\$7,455.53)
	(\$1,384,437.59)	(\$2,234,651.00)	(\$850,213.41)	38.05%	(\$1,402,388.38)	(\$2,191,248.22)
EXPENDITURES						
Salaries	\$477,079.99	\$1,025,252.00	\$548,172.01	53.47%	\$411,832.63	\$967,702.45
Benefits	\$127,958.34	\$271,274.94	\$143,316.60	52.83%	\$108,567.27	\$225,004.11
TOTAL SALARIES/BENEFITS	\$605,038.33	\$1,296,526.94	\$691,488.61	53.33%	\$520,399.90	\$1,192,706.56
Travel and training	\$5,523.25	\$18,735.00	\$13,211.75	70.52%	\$6,031.37	\$14,787.93
Vehicle allowance, maintenance and repairs		\$250.00	\$250.00	100.00%		
Materials and supplies	\$25,206.16	\$78,815.00	\$53,608.84	68.02%	\$31,359.37	\$75,658.31
Maintenance and repairs		\$4,000.00	\$4,000.00	100.00%		
Rents and leases	\$37,813.05	\$78,075.00	\$40,261.95	51.57%	\$43,646.76	\$73,636.32
Taxes and licenses	\$1,434,551.06	\$1,776,500.00	\$341,948.94	19.25%	\$1,619,555.60	\$1,827,887.88
Purchased and contracted services	\$70,965.52	\$292,000.00	\$221,034.48	75.70%	\$113,162.71	\$298,011.42
Transfer to own funds		\$102,200.00	\$102,200.00	100.00%		\$127,822.83
Capital expense		\$10,000.00	\$10,000.00	100.00%	\$1,964.37	\$2,203.67
Depreciation			\$0.00	0.00%		\$3,782.24
TOTAL OTHER EXPENSES	\$1,574,059.04	\$2,360,575.00	\$786,515.96	33.32%	\$1,815,720.18	\$2,423,790.60
	\$2,179,097.37	\$3,657,101.94	\$1,478,004.57	40.41%	\$2,336,120.08	\$3,616,497.16
NET (REVENUE)/EXPENDITURE	\$794,659.78	\$1,422,450.94	\$627,791.16	44.13%	\$933,731.70	\$1,425,248.94

FIRE SERVICES

2017 - SECOND QUARTER ENDED JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$3,372,379.39)	(\$6,757,347.00)	(\$3,384,967.61)	50.09%	(\$3,173,109.17)	(\$6,576,436.06)
Government grants	(\$2.01)		\$2.01	0.00%		(\$1,577.00)
Contribution from own funds			\$0.00	0.00%		(\$596,646.00)
Other income		(\$6,800.00)	(\$6,800.00)	100.00%		(\$2,083.62)
	(\$3,372,381.40)	(\$6,764,147.00)	(\$3,391,765.60)	50.14%	(\$3,173,109.17)	(\$7,176,742.68)
EXPENDITURES						
Salaries	\$6,686,083.81	\$14,276,475.00	\$7,590,391.19	53.17%	\$7,054,670.29	\$14,756,193.23
Benefits	\$1,879,185.26	\$3,766,292.96	\$1,887,107.70	50.11%	\$2,810,275.23	\$4,816,630.12
TOTAL SALARIES/BENEFITS	\$8,565,269.07	\$18,042,767.96	\$9,477,498.89	52.53%	\$9,864,945.52	\$19,572,823.35
Travel and training	\$25,607.43	\$103,200.00	\$77,592.57	75.19%	\$27,765.94	\$59,266.90
Vehicle allowance, maintenance and repairs	\$133,715.65	\$175,601.00	\$41,885.35	23.85%	\$83,438.90	\$204,317.33
Utilities and Fuel	\$164,576.40	\$305,030.00	\$140,453.60	46.05%	\$147,779.78	\$308,916.72
Materials and supplies	\$96,070.21	\$384,196.00	\$288,125.79	74.99%	\$156,322.33	\$271,164.79
Maintenance and repairs	\$102,670.23	\$227,160.00	\$124,489.77	54.80%	\$104,515.89	\$210,755.84
Rents and leases	\$1,214.52	\$2,000.00	\$785.48	39.27%	\$1,214.52	\$1,214.52
Taxes and licenses	\$44,130.00	\$62,200.00	\$18,070.00	29.05%	\$49,676.00	\$49,676.00
Financial expenses	\$1,527.48	\$2,500.00	\$972.52	38.90%	\$1,821.47	\$3,646.59
Purchased and contracted services	\$49,000.01	\$130,122.00	\$81,121.99	62.34%	\$50,390.65	\$105,827.21
Transfer to own funds		\$303,000.00	\$303,000.00	100.00%		\$362,853.16
Capital expense	\$2,361.85	\$27,675.00	\$25,313.15	91.47%	\$3,839.40	\$5,702.22
Depreciation			\$0.00	0.00%		\$417,058.40
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$33,193.63)
Less: recoverable costs	(\$200.00)		\$200.00	0.00%	(\$28,344.54)	
TOTAL OTHER EXPENSES	\$620,673.78	\$1,722,684.00	\$1,102,010.22	63.97%	\$598,420.34	\$1,967,206.05
	\$9,185,942.85	\$19,765,451.96	\$10,579,509.11	53.53%	\$10,463,365.86	\$21,540,029.40
NET (REVENUE)/EXPENDITURE	\$5,813,561.45	\$13,001,304.96	\$7,187,743.51	55.28%	\$7,290,256.69	\$14,363,286.72

POLICE SERVICES

2017 - SECOND QUARTER ENDED
JUNE 30, 2017

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Budget-Rem	Actual To:	Actual
	Actual	2017		50.0%	June	Year End
REVENUE						
Fees and user charges	(\$280,961.75)	(\$338,805.00)	(\$57,843.25)	17.07%	(\$214,257.19)	(\$448,946.49)
Government grants	(\$595,976.01)	(\$1,833,975.00)	(\$1,237,998.99)	67.50%	(\$799,664.55)	(\$1,737,922.08)
Contribution from own funds			\$0.00	0.00%		(\$962,255.08)
Other income	(\$229,499.28)		\$229,499.28	0.00%	(\$237,927.46)	(\$303,169.65)
	<u>(\$1,106,437.04)</u>	<u>(\$2,172,780.00)</u>	<u>(\$1,066,342.96)</u>	<u>49.08%</u>	<u>(\$1,251,849.20)</u>	<u>(\$3,452,293.30)</u>
EXPENDITURES						
Salaries	\$8,909,581.15	\$17,842,303.00	\$8,932,721.85	50.06%	\$8,129,078.57	\$18,670,933.75
Benefits	\$2,485,691.31	\$4,776,518.53	\$2,290,827.22	47.96%	\$2,234,351.47	\$4,214,977.69
TOTAL SALARIES/BENEFITS	<u>\$11,395,272.46</u>	<u>\$22,618,821.53</u>	<u>\$11,223,549.07</u>	<u>49.62%</u>	<u>\$10,363,430.04</u>	<u>\$22,885,911.44</u>
Travel and training	\$239,943.84	\$423,490.00	\$183,546.16	43.34%	\$129,297.15	\$314,367.56
Vehicle allowance, maintenance and repairs	\$261,138.69	\$554,155.00	\$293,016.31	52.88%	\$214,760.18	\$456,582.85
Utilities and Fuel	\$179,729.36	\$380,800.00	\$201,070.64	52.80%	\$197,129.46	\$373,357.36
Materials and supplies	\$345,447.43	\$773,880.00	\$428,432.57	55.36%	\$358,212.81	\$811,481.27
Maintenance and repairs	\$205,964.77	\$278,715.00	\$72,750.23	26.10%	\$167,236.35	\$270,166.07
Rents and leases	\$64,697.54	\$120,000.00	\$55,302.46	46.09%	\$61,740.46	\$136,092.60
Taxes and licenses	\$79,475.32	\$98,825.00	\$19,349.68	19.58%	\$80,486.69	\$104,298.53
Financial expenses	\$783.22		(\$783.22)	0.00%	\$964.91	\$1,886.59
Purchased and contracted services	\$270,471.11	\$544,075.00	\$273,603.89	50.29%	\$232,761.97	\$594,751.17
Transfer to own funds		\$165,000.00	\$165,000.00	100.00%		\$165,000.00
Capital expense	\$169,991.61	\$491,520.00	\$321,528.39	65.42%	\$466,303.76	\$643,505.09
Depreciation			\$0.00	0.00%		\$641,381.43
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$1,500.00)
TOTAL OTHER EXPENSES	<u>\$1,817,642.89</u>	<u>\$3,830,460.00</u>	<u>\$2,012,817.11</u>	<u>52.55%</u>	<u>\$1,908,893.74</u>	<u>\$4,511,370.52</u>
	<u>\$13,212,915.35</u>	<u>\$26,449,281.53</u>	<u>\$13,236,366.18</u>	<u>50.04%</u>	<u>\$12,272,323.78</u>	<u>\$27,397,281.96</u>
NET (REVENUE)/EXPENDITURE	\$12,106,478.31	\$24,276,501.53	\$12,170,023.22	50.13%	\$11,020,474.58	\$23,944,988.66

PUBLIC WORKS AND ENGINEERING

2017 -SEOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$1,117,123.53)	(\$2,605,615.00)	(\$1,488,491.47)	57.13%	(\$1,263,619.93)	(\$2,622,620.28)
Government grants	(\$182,269.28)	(\$616,000.00)	(\$433,730.72)	70.41%	(\$192,736.21)	(\$744,554.49)
Contribution from own funds		(\$40,500.00)	(\$40,500.00)	100.00%		(\$30,000.00)
Other income	(\$87,655.74)	(\$18,500.00)	\$69,155.74	(373.81%)	(\$45,285.12)	(\$107,790.92)
	<u>(\$1,387,048.55)</u>	<u>(\$3,280,615.00)</u>	<u>(\$1,893,566.45)</u>	<u>57.72%</u>	<u>(\$1,501,641.26)</u>	<u>(\$3,504,965.69)</u>
EXPENDITURES						
Salaries	\$7,181,345.90	\$16,414,080.00	\$9,232,734.10	56.25%	\$7,204,748.70	\$15,875,050.49
Benefits	\$2,060,615.91	\$4,869,098.53	\$2,808,482.62	57.68%	\$2,108,628.46	\$4,210,696.24
TOTAL SALARIES/BENEFITS	<u>\$9,241,961.81</u>	<u>\$21,283,178.53</u>	<u>\$12,041,216.72</u>	<u>56.58%</u>	<u>\$9,313,377.16</u>	<u>\$20,085,746.73</u>
Travel and training	\$29,846.11	\$82,840.00	\$52,993.89	63.97%	\$41,892.43	\$55,152.71
Vehicle allowance, maintenance and repairs	\$1,579,898.23	\$2,386,729.00	\$806,830.77	33.80%	\$1,273,979.16	\$2,420,269.52
Utilities and Fuel	\$2,733,556.99	\$6,387,820.00	\$3,654,263.01	57.21%	\$2,925,057.28	\$6,459,155.05
Materials and supplies	\$1,290,912.05	\$3,666,655.00	\$2,375,742.95	64.79%	\$1,859,208.24	\$3,637,440.68
Maintenance and repairs	\$180,877.71	\$257,500.00	\$76,622.29	29.76%	\$107,568.84	\$225,587.66
Taxes and licenses	\$4,163.48	\$82,715.00	\$78,551.52	94.97%	\$84,716.28	\$84,716.28
Financial expenses	\$1,469.64	\$2,000.00	\$530.36	26.52%	\$2,039.22	\$4,125.05
Purchased and contracted services	\$2,800,747.36	\$6,828,832.00	\$4,028,084.64	58.99%	\$2,829,529.45	\$6,606,709.22
Transfer to own funds	\$567,415.00	\$1,992,003.00	\$1,424,588.00	71.52%	\$600,748.33	\$3,482,619.09
Capital expense	\$5,911.55	\$50,000.00	\$44,088.45	88.18%	\$24,147.94	\$47,228.63
Depreciation			\$0.00	0.00%		\$13,211,036.80
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$188,854.89
Less: recoverable costs	(\$147,276.27)	(\$220,130.00)	(\$72,853.73)	33.10%	(\$126,386.43)	(\$302,926.13)
TOTAL OTHER EXPENSES	<u>\$9,047,521.85</u>	<u>\$21,516,964.00</u>	<u>\$12,469,442.15</u>	<u>57.95%</u>	<u>\$9,622,500.74</u>	<u>\$36,119,969.45</u>
	<u>\$18,289,483.66</u>	<u>\$42,800,142.53</u>	<u>\$24,510,658.87</u>	<u>57.27%</u>	<u>\$18,935,877.90</u>	<u>\$56,205,716.18</u>
NET (REVENUE)/EXPENDITURE	\$16,902,435.11	\$39,519,527.53	\$22,617,092.42	57.23%	\$17,434,236.64	\$52,700,750.49
Public Works	12,126,058.02	27,240,310.52	15,114,252.50	55.48%		
Engineering	4,776,377.09	12,279,217.01	7,502,839.92	61.10%		
	<u>16,902,435.11</u>	<u>39,519,527.53</u>	<u>22,617,092.42</u>			

CITY OF SAULT STE MARIE
PUBLIC WORKS & TRANSPORTATION
For the Six Months Ending Friday, June 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$1,110,380.09)	(\$2,593,465.00)	(\$1,483,084.91)	57.19%	(\$1,261,822.53)	(\$2,616,932.58)
Government grants	(\$182,239.40)	(\$575,000.00)	(\$392,760.60)	68.31%	(\$192,736.21)	(\$703,458.74)
Contribution from own funds		(\$40,500.00)	(\$40,500.00)	100.00%		(\$30,000.00)
Other income	(\$87,155.74)	(\$18,500.00)	\$68,655.74	(371.11%)	(\$43,120.80)	(\$106,990.92)
	<u>(\$1,379,775.23)</u>	<u>(\$3,227,465.00)</u>	<u>(\$1,847,689.77)</u>	<u>57.25%</u>	<u>(\$1,497,679.54)</u>	<u>(\$3,457,382.24)</u>
EXPENDITURES						
Salaries	\$6,345,116.76	\$14,313,626.00	\$7,968,509.24	55.67%	\$6,219,744.49	\$13,609,282.18
Benefits	\$1,801,063.02	\$4,333,310.52	\$2,532,247.50	58.44%	\$1,860,089.89	\$3,702,247.38
TOTAL SALARIES/BENEFITS	\$8,146,179.78	\$18,646,936.52	\$10,500,756.74	56.31%	\$8,079,834.38	\$17,311,529.56
Travel and training	\$27,942.68	\$74,040.00	\$46,097.32	62.26%	\$37,561.54	\$50,514.09
Vehicle allowance, maintenance and repairs	\$1,576,162.38	\$2,371,529.00	\$795,366.62	33.54%	\$1,269,238.96	\$2,414,589.63
Utilities and Fuel	\$840,821.18	\$1,354,640.00	\$513,818.82	37.93%	\$616,016.61	\$1,362,160.95
Materials and supplies	\$1,230,442.30	\$3,430,960.00	\$2,200,517.70	64.14%	\$1,796,776.35	\$3,513,410.23
Taxes and licenses	\$4,163.48	\$82,715.00	\$78,551.52	94.97%	\$84,716.28	\$84,716.28
Financial expenses	\$1,469.64	\$2,000.00	\$530.36	26.52%	\$2,039.22	\$4,125.05
Purchased and contracted services	\$1,258,028.70	\$3,250,082.00	\$1,992,053.30	61.29%	\$1,327,185.05	\$3,160,381.30
Transfer to own funds	\$567,415.00	\$1,472,003.00	\$904,588.00	61.45%	\$600,748.33	\$1,229,707.00
Capital expense	\$484.38	\$3,000.00	\$2,515.62	83.85%	\$5,500.63	\$7,767.63
Depreciation			\$0.00	0.00%		\$2,488,208.01
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$188,593.30
Less: recoverable costs	(\$147,276.27)	(\$220,130.00)	(\$72,853.73)	33.10%	(\$126,386.43)	(\$302,926.13)
TOTAL OTHER EXPENSES	\$5,359,653.47	\$11,820,839.00	\$6,461,185.53	54.66%	\$5,613,396.54	\$14,201,247.34
	<u>\$13,505,833.25</u>	<u>\$30,467,775.52</u>	<u>\$16,961,942.27</u>	<u>55.67%</u>	<u>\$13,693,230.92</u>	<u>\$31,512,776.90</u>
NET (REVENUE)/EXPENDITURE	\$12,126,058.02	\$27,240,310.52	\$15,114,252.50	55.48%	\$12,195,551.38	\$28,055,394.66
Operations						
Winter Control: Roadways and Sidewalks	5,347,898.26	6,953,756.90	1,605,858.64	23.09%		
Sanitary Sewers	530,784.67	1,923,312.00	1,392,527.33	72.40%		
Storm Sewers	116,447.63	563,910.00	447,462.37	79.35%		
Roadways and Sidewalks	472,350.82	3,546,512.10	3,074,161.28	86.68%		
Supervision and Overhead	1,446,503.01	3,033,219.00	1,586,715.99	52.31%		
Traffic & Communications	753,230.41	1,703,338.00	950,107.59	55.78%		
Carpentry	284,595.54	602,518.82	317,923.28	52.77%		
Administration	694,400.95	1,725,323.31	1,030,922.36	59.75%		
Buildings & Equipment	250,458.01	1,992,536.39	1,742,078.38	87.43%		
Waste Management	895,785.33	2,053,726.00	1,157,940.67	56.38%		
Parks	1,333,603.39	3,142,158.00	1,808,554.61	57.56%		
	<u>12,126,058.02</u>	<u>27,240,310.52</u>	<u>15,114,252.50</u>			

CITY OF SAULT STE MARIE
ENGINEERING
For the Six Months Ending Friday, June 30, 2017

	YTD	Budget	Variance	Percentage Budget-Rem	2016 Actual To:	2016 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2017		50.0%	June	
REVENUE						
Fees and user charges	(\$6,743.44)	(\$12,150.00)	(\$5,406.56)	44.50%	(\$1,797.40)	(\$5,687.70)
Government grants	(\$29.88)	(\$41,000.00)	(\$40,970.12)	99.93%		(\$41,095.75)
Other income	(\$500.00)		\$500.00	0.00%	(\$2,164.32)	(\$800.00)
	(\$7,273.32)	(\$53,150.00)	(\$45,876.68)	86.32%	(\$3,961.72)	(\$47,583.45)
EXPENDITURES						
Salaries	\$836,229.14	\$2,100,454.00	\$1,264,224.86	60.19%	\$985,004.21	\$2,265,768.31
Benefits	\$259,552.89	\$535,788.01	\$276,235.12	51.56%	\$248,538.57	\$508,448.86
TOTAL SALARIES/BENEFITS	\$1,095,782.03	\$2,636,242.01	\$1,540,459.98	58.43%	\$1,233,542.78	\$2,774,217.17
Travel and training	\$1,903.43	\$8,800.00	\$6,896.57	78.37%	\$4,330.89	\$4,638.62
Vehicle allowance, maintenance and repairs	\$3,735.85	\$15,200.00	\$11,464.15	75.42%	\$4,740.20	\$5,679.89
Utilities and Fuel	\$1,892,735.81	\$5,033,180.00	\$3,140,444.19	62.39%	\$2,309,040.67	\$5,096,994.10
Materials and supplies	\$60,469.75	\$235,695.00	\$175,225.25	74.34%	\$62,431.89	\$124,030.45
Maintenance and repairs	\$180,877.71	\$257,500.00	\$76,622.29	29.76%	\$107,568.84	\$225,587.66
Purchased and contracted services	\$1,542,718.66	\$3,578,750.00	\$2,036,031.34	56.89%	\$1,502,344.40	\$3,446,327.92
Transfer to own funds		\$520,000.00	\$520,000.00	100.00%		\$2,252,912.09
Capital expense	\$5,427.17	\$47,000.00	\$41,572.83	88.45%	\$18,647.31	\$39,461.00
Depreciation			\$0.00	0.00%		\$10,722,828.79
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$261.59
TOTAL OTHER EXPENSES	\$3,687,868.38	\$9,696,125.00	\$6,008,256.62	61.97%	\$4,009,104.20	\$21,918,722.11
	\$4,783,650.41	\$12,332,367.01	\$7,548,716.60	61.21%	\$5,242,646.98	\$24,692,939.28
NET (REVENUE)/EXPENDITURE	\$4,776,377.09	\$12,279,217.01	\$7,502,839.92	61.10%	\$5,238,685.26	\$24,645,355.83

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

2017 - SECOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$4,640,971.28)	(\$9,443,241.27)	(\$4,802,269.99)	50.85%	(\$4,965,948.51)	(\$10,004,428.76)
Government grants	(\$1,479,165.82)	(\$1,445,400.00)	\$33,765.82	(2.34%)	(\$243,774.47)	(\$1,687,893.13)
Contribution from own funds	\$37,916.07	(\$97,560.16)	(\$135,476.23)	138.86%		(\$329,624.82)
Other income	(\$150,992.91)	(\$39,920.00)	\$111,072.91	(278.24%)	(\$93,930.11)	(\$152,176.91)
	(\$6,233,213.94)	(\$11,026,121.43)	(\$4,792,907.49)	43.47%	(\$5,303,653.09)	(\$12,174,123.62)
EXPENDITURES						
Salaries	\$5,775,186.64	\$12,549,344.00	\$6,774,157.36	53.98%	\$5,913,060.73	\$13,152,983.78
Benefits	\$1,501,496.27	\$3,053,371.94	\$1,551,875.67	50.82%	\$1,410,128.16	\$2,887,659.07
TOTAL SALARIES/BENEFITS	\$7,276,682.91	\$15,602,715.94	\$8,326,033.03	53.36%	\$7,323,188.89	\$16,040,642.85
Travel and training	\$19,416.41	\$62,070.00	\$42,653.59	68.72%	\$24,272.09	\$46,123.39
Vehicle allowance, maintenance and repairs	\$459,090.67	\$654,405.00	\$195,314.33	29.85%	\$560,939.78	\$1,173,220.73
Utilities and Fuel	\$1,352,175.19	\$2,935,545.00	\$1,583,369.81	53.94%	\$1,297,041.62	\$2,725,036.10
Materials and supplies	\$244,418.72	\$976,696.00	\$732,277.28	74.97%	\$319,201.60	\$880,759.71
Maintenance and repairs	\$561,551.68	\$1,192,225.00	\$630,673.32	52.90%	\$494,196.12	\$1,056,181.32
Program expenses	\$33,360.45	\$121,200.00	\$87,839.55	72.47%	\$39,408.87	\$150,836.08
Goods for resale	\$238,128.95	\$600,125.00	\$361,996.05	60.32%	\$228,664.75	\$559,432.75
Rents and leases	\$86,874.05	\$95,250.00	\$8,375.95	8.79%	\$86,841.64	\$95,085.72
Taxes and licenses	\$1,152.00	\$171,050.00	\$169,898.00	99.33%	\$152,553.37	\$174,206.44
Financial expenses	\$26,427.35	\$52,060.00	\$25,632.65	49.24%	\$39,915.58	\$90,166.84
Purchased and contracted services	\$210,826.07	\$519,293.00	\$308,466.93	59.40%	\$221,410.68	\$573,466.00
Grants to others	\$116,575.47	\$239,000.00	\$122,424.53	51.22%	\$20,456.60	\$272,416.20
Transfer to own funds	(\$544.12)	\$252,509.00	\$253,053.12	100.22%		\$446,384.93
Capital expense	\$29,460.39	\$55,660.00	\$26,199.61	47.07%	\$61,090.41	\$101,076.08
Depreciation			\$0.00	0.00%		\$1,728,522.08
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$6,000.00)
TOTAL OTHER EXPENSES	\$3,378,913.28	\$7,927,088.00	\$4,548,174.72	57.38%	\$3,545,993.11	\$10,066,914.37
	\$10,655,596.19	\$23,529,803.94	\$12,874,207.75	54.71%	\$10,869,182.00	\$26,107,557.22
NET (REVENUE)/EXPENDITURE	\$4,422,382.25	\$12,503,682.51	\$8,081,300.26	64.63%	\$5,565,528.91	\$13,933,433.60
Building Permit/Inspection	201,629.16	135,881.40	(65,747.76)	(48.39%)		
Planning	(666,667.36)	633,033.18	1,299,700.54	205.31%		
Recreation & Culture	369,803.19	1,491,997.57	1,122,194.38	75.21%		
Community Centres						
John Rhodes Community Centre	348,582.16	1,422,054.81	1,073,472.65	75.49%		
McMeeken Centre	146,921.82	140,712.08	(6,209.74)	(4.41%)		
Essar Centre	205,765.20	589,008.15	383,242.95	65.07%		
Northern Community Centre	(60,781.25)	(69,715.63)	(8,934.38)	12.82%		
Outdoor Pools/ Misc Concessions	35,369.09	98,690.94	63,321.85	64.16%		
Accessibility	60,754.32	223,794.36	163,040.04	72.85%		
Administration	434,184.09	926,714.51	492,530.42	53.15%		
Daycare	252,002.69	403,101.26	151,098.57	37.48%		
Cemetery	66,235.34	123,902.00	57,666.66	46.54%		
Transit	2,729,966.78	5,659,508.52	2,929,541.74	51.76%		
School Guards	134,528.18	281,790.00	147,261.82	52.26%		
Parking	(48,622.08)	108,769.00	157,391.08	144.70%		
Administration	212,710.92	334,440.36	121,729.44	36.40%		
	4,422,382.25	12,503,682.51	8,081,300.26			

LEVY BOARDS

2017 - SECOND QUARTER ENDED JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges			\$0.00	0.00%		(\$604,019.05)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$604,019.05)
EXPENDITURES						
Grants to others	\$10,110,953.00	\$20,567,648.48	\$10,456,695.48	50.84%	\$14,873,314.18	\$20,167,308.00
TOTAL OTHER EXPENSES	\$10,110,953.00	\$20,567,648.48	\$10,456,695.48	50.84%	\$14,873,314.18	\$20,167,308.00
	\$10,110,953.00	\$20,567,648.48	\$10,456,695.48	50.84%	\$14,873,314.18	\$20,167,308.00
NET (REVENUE)/EXPENDITURE	\$10,110,953.00	\$20,567,648.48	\$10,456,695.48	50.84%	\$14,873,314.18	\$19,563,288.95

OUTSIDE AGENCIES - MAIN

2017 - SECOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges			\$0.00	0.00%		(\$2,690.00)
Government grants	(\$27,425.30)		\$27,425.30	0.00%	(\$50,710.00)	(\$198,599.70)
	(\$27,425.30)	\$0.00	\$27,425.30	0.00%	(\$50,710.00)	(\$201,289.70)
EXPENDITURES						
Grants to others	\$1,910,618.74	\$3,332,235.00	\$1,421,616.26	42.66%	\$2,648,833.40	\$3,699,474.85
Transfer to own funds		\$303,802.40	\$303,802.40	100.00%		\$80,000.00
TOTAL OTHER EXPENSES	\$1,910,618.74	\$3,636,037.40	\$1,725,418.66	47.45%	\$2,648,833.40	\$3,779,474.85
	\$1,910,618.74	\$3,636,037.40	\$1,725,418.66	47.45%	\$2,648,833.40	\$3,779,474.85
NET (REVENUE)/EXPENDITURE	\$1,883,193.44	\$3,636,037.40	\$1,752,843.96	48.21%	\$2,598,123.40	\$3,578,185.15

OUTSIDE AGENCIES - OTHER

2017 -SECOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$62,937.26)	(\$120,000.00)	(\$57,062.74)	47.55%	(\$111,899.74)	(\$168,962.48)
Contribution from own funds		(\$80,000.00)	(\$80,000.00)	100.00%	\$68,077.54	(\$84,481.24)
	(\$62,937.26)	(\$200,000.00)	(\$137,062.74)	68.53%	(\$43,822.20)	(\$253,443.72)
EXPENDITURES						
Materials and supplies	\$70,561.57	\$200,000.00	\$129,438.43	64.72%	\$101,538.07	\$253,443.73
Grants to others	\$1,217,301.02	\$1,926,711.00	\$709,409.98	36.82%	\$1,338,147.99	\$2,093,405.70
TOTAL OTHER EXPENSES	\$1,287,862.59	\$2,126,711.00	\$838,848.41	39.44%	\$1,439,686.06	\$2,346,849.43
	\$1,287,862.59	\$2,126,711.00	\$838,848.41	39.44%	\$1,439,686.06	\$2,346,849.43
NET (REVENUE)/EXPENDITURE	\$1,224,925.33	\$1,926,711.00	\$701,785.67	36.42%	\$1,395,863.86	\$2,093,405.71

EDF

2017 - SECOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Contribution from own funds			\$0.00	0.00%		(\$605,608.57)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$605,608.57)
EXPENDITURES						
Materials and supplies	\$976.59		(\$976.59)	0.00%	\$93,658.50	\$605,608.57
Transfer to own funds		\$500,000.00	\$500,000.00	100.00%		\$500,000.00
TOTAL OTHER EXPENSES	\$976.59	\$500,000.00	\$499,023.41	99.80%	\$93,658.50	\$1,105,608.57
	\$976.59	\$500,000.00	\$499,023.41	99.80%	\$93,658.50	\$1,105,608.57
NET (REVENUE)/EXPENDITURE	\$976.59	\$500,000.00	\$499,023.41	99.80%	\$93,658.50	\$500,000.00

CORPORATE FINANCIALS

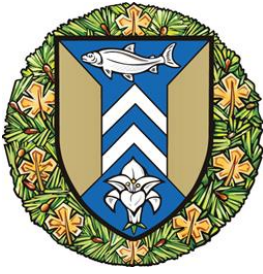
2017 - SECOND QUARTER ENDED JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
FISCAL YEAR REMAINING% :	Actual	2017		Budget-Rem	Actual To:	Actual
				50.0%	June	Year End
REVENUE						
Taxation	(\$109,863,071.99)	(\$111,333,602.00)	(\$1,470,530.01)	1.32%	(\$104,439,420.20)	(\$107,045,941.84)
Payment in Lieu of taxes	(\$2,036,020.59)	(\$4,371,195.00)	(\$2,335,174.41)	53.42%	(\$2,294,828.78)	(\$4,372,431.32)
Fees and user charges	(\$5,824,000.04)	(\$12,960,000.00)	(\$7,135,999.96)	55.06%	(\$4,920,172.05)	(\$11,728,207.02)
Government grants	(\$7,667,500.00)	(\$15,335,000.00)	(\$7,667,500.00)	50.00%	(\$7,667,500.00)	(\$15,335,000.00)
Interest and Investment income	(\$2,319,850.62)	(\$4,305,000.00)	(\$1,985,149.38)	46.11%	(\$2,407,920.22)	(\$5,444,668.61)
Contribution from own funds			\$0.00	0.00%		(\$2,110,916.44)
Other income	(\$406,880.04)	(\$1,350,000.00)	(\$943,119.96)	69.86%	(\$408,356.03)	(\$1,543,310.59)
Prior year surplus			\$0.00	0.00%		(\$550,000.00)
Change in future employee benefits			\$0.00	0.00%		(\$7,897.59)
	(\$128,117,323.28)	(\$149,654,797.00)	(\$21,537,473.72)	14.39%	(\$122,138,197.28)	(\$148,138,373.41)
EXPENDITURES						
Salaries	\$75.34		(\$75.34)	0.00%	\$75.00	\$109.48
Benefits	\$10,000.00	\$20,000.00	\$10,000.00	50.00%	\$14,000.00	\$20,000.00
TOTAL SALARIES/BENEFITS	\$10,075.34	\$20,000.00	\$9,924.66	49.62%	\$14,075.00	\$20,109.48
Materials and supplies	\$27,881.00	\$290,295.00	\$262,414.00	90.40%	\$45,259.64	\$219,751.74
Financial expenses			\$0.00	0.00%		\$470,121.08
Purchased and contracted services	\$20,037.15	\$36,000.00	\$15,962.85	44.34%	\$17,186.76	\$51,192.76
Grants to others	\$160,350.40	\$479,360.00	\$319,009.60	66.55%	\$316,695.96	\$538,873.76
Transfer to own funds		\$11,151,435.00	\$11,151,435.00	100.00%	\$610,080.00	\$10,642,942.38
TOTAL OTHER EXPENSES	\$208,268.55	\$11,957,090.00	\$11,748,821.45	98.26%	\$989,222.36	\$11,922,881.72
	\$218,343.89	\$11,977,090.00	\$11,758,746.11	98.18%	\$1,003,297.36	\$11,942,991.20
NET (REVENUE)/EXPENDITURE	(\$127,898,979.39)	(\$137,677,707.00)	(\$9,778,727.61)	7.10%	(\$121,134,899.92)	(\$136,195,382.21)

CAPITAL LEVY & DEBT

2017 -SECOND QUARTER ENDED
JUNE 30, 2017

	YTD	Budget	Variance	Percentage	2016	2016
	Actual	2017		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$156,757.77)	(\$350,000.00)	(\$193,242.23)	55.21%	(\$186,886.48)	(\$358,894.52)
	(\$156,757.77)	(\$350,000.00)	(\$193,242.23)	55.21%	(\$186,886.48)	(\$358,894.52)
EXPENDITURES						
Long term debt	\$1,115,917.22	\$3,252,490.00	\$2,136,572.78	65.69%	\$1,107,295.26	\$1,971,711.52
Transfer to own funds		\$6,242,579.00	\$6,242,579.00	100.00%		\$6,247,201.00
TOTAL OTHER EXPENSES	\$1,115,917.22	\$9,495,069.00	\$8,379,151.78	88.25%	\$1,107,295.26	\$8,218,912.52
	\$1,115,917.22	\$9,495,069.00	\$8,379,151.78	88.25%	\$1,107,295.26	\$8,218,912.52
NET (REVENUE)/EXPENDITURE	\$959,159.45	\$9,145,069.00	\$8,185,909.55	89.51%	\$920,408.78	\$7,860,018.00



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Humane Society

PURPOSE

Provide Council with a recommendation for the preferred option for the provision of animal control by-law enforcement and shelter services.

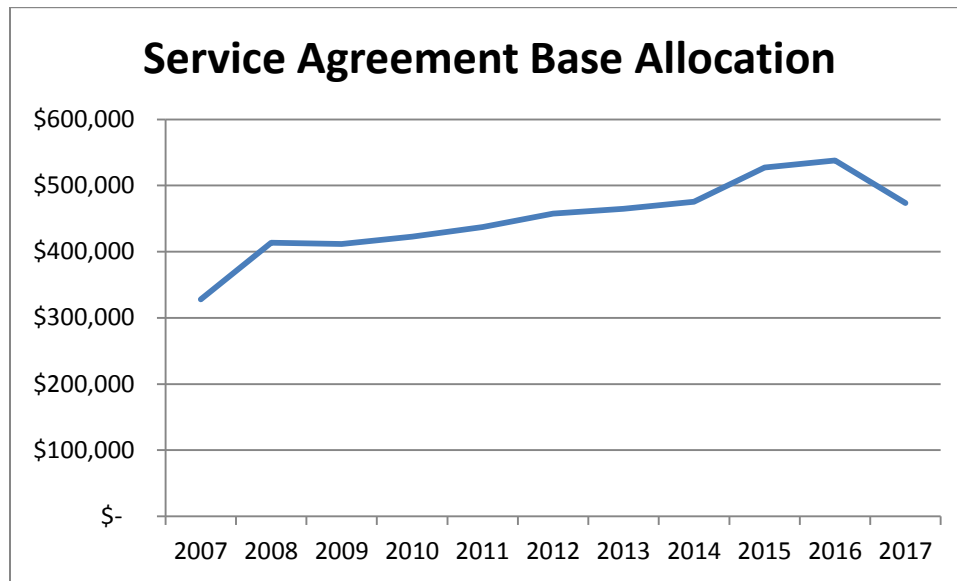
BACKGROUND

In accordance with the Municipal Act, section 103(1), the City passed By-law 98-211 regulating the licensing of dogs and prohibiting the running at large of dogs. Enforcement of the by-law and the provision of shelter services have been contracted to the Sault Ste. Marie and District SPCA, also known as the Sault Ste. Marie Humane Society (Humane Society) under By-law 83-101 enacted on April 25, 1983.

On June 14, 2016 the Humane Society requested that the agreement for the purchased services be updated as it has not been reviewed since enactment in 1983.

ANALYSIS

The cost of enforcement of the animal control by-law and provision of the shelter services has been provided by the same vendor since the by-law enactment in 1983. Subsequently, the licensing of dogs was transferred to the Humane Society on January 1, 1999, acting as an agent for the City. The licensing is to offset the cost of providing the service to the City. License fees are estimated to be between \$35,000 and \$40,000 per year. The 10 year historical cost of the service is reflected in the chart below.



The cost has increased 64% since 2007. Wages and benefits account for approximately 60% of the cost. License fees and user charges collected by the Humane Society offset the cost to the City by about 20%.

The model used by other municipalities for animal control by-law enforcement and shelter services varies. In evaluating comparisons, it is important to evaluate the scope of services provided. Information gathered from other communities indicates:

- Sudbury – has a City run shelter with a budget of \$675,000 for pilot year (current) and conducts their own by-law enforcement.
- Thunder Bay - Thunder Bay has City run shelter responsible for By-law enforcement and operation of a shelter with adoption service – this shelter is geared toward safety of humans rather than animals. The City run shelter has an operating cost of \$902,546 and annual revenue of \$104,220. There is a Thunder Bay Humane Society but it operates independently and operates a shelter with adoption services, and investigates cruelty complaints as a member of the SPCA – this shelter focuses on animals in distress/need.
- North Bay – The City has a contract with the North Bay Humane Society for \$380,000/year for shelter services and to enforce animal control bylaws.
- Timmins – Timmins contracts both animal control services and pound operations to the Timmins and District Humane Society. In the last year of their contract they provided \$180,000 for these services.

Staff previously recommended that a review of animal control services be completed to determine the best model for the City and should include the following options:

1) Maintain current model of purchasing both enforcement and shelter services. This would include whether the service be single sourced to the Humane Society or put out for proposal. A new service agreement should be put in place to address such items as statistical reporting and the provision of audited financial statements.

2) Move enforcement of the by-law to the City and contract shelter services, as the City does not have the infrastructure in-house (single source or to a proposal to be determined). This would require additional by-law officers which would be funded to a certain degree by the transfer of a portion of the current budget of \$538,000.

Staff met with the Humane Society Shelter Manager on multiple occasions to understand more about their operations. Some key information points for Council consideration include:

- Current staff consists of six full-time and four part-time non-unionized human resources. All staff are cross-trained to be able to perform multiple functions.
- Staffing is required 7 days/week including statutory holidays and for on-call services. The regular hours of service are Monday to Friday 11:00am to 5:00pm and Saturday & Sunday Noon to 5pm.
- The Humane Society provides the following services:
 - Animal Control Enforcement
 - 98-211 Dog Control and Licensing
 - 2000-49 Cat Control
 - 81-180 – Prohibit Exotic Animals
 - 87-125 Removal of Dog Excrement
 - 2003-201 Livestock Control
 - 2012-213 – Animal Exhibitions/Performances
 - Enforcement of Dog Owner's Liability Act
 - Issuing Provincial Offence fines and charges and preparing any associated court documents and attending court as necessary

- Issuing City dog licenses and maintaining database for issuing renewals and associated fines for non-compliance
- Provide immediate response to Police and Fire, 24 hrs. a day where assistance is required with animals
- Shelter Services
 - Provide Shelter services that meet the requirements of the Animals for Research Act which includes Pound regulations. The entire facility, animal care practices and records are subject to frequent inspection by a Provincial Pound Inspector.
 - Shelter and pound facilities open to the public 7 days per week (including statutory holidays)
 - Provide 24/7 emergency on call service
- The Humane Society building is maintained by the Humane Society and is located on land owned by the City of Sault Ste. Marie. The current lease for the property runs to May 2024. With an aging facility, repair and maintenance costs are increasing for the facility. The facility was originally built through local fundraising.
- According to Humane Society, existing by-laws pertaining to animals are outdated and do not provide Humane Society with the resources to address the calls they receive (Note: Council approved legal establishing new animal control By-Law in January 2017)
- Repairs and maintenance costs are up significantly as are cremation services
- The Humane Society is a registered charity and fundraising events, donations and bequests help support delivery of programs valued at \$100-\$130k/year.
- The Humane Society has worked to be efficient with funds and decreased their request to the City by \$64,552 in 2017.
- A summary of statistics provided by the Humane Society is provided in Appendix A. The Humane Society also provided a report to City Staff in February of 2017 (Appendix B). Some key points from these statistics:
 - The types and volume of incidents fluctuate and are generally on the decline except for biting incidents (which require more complex administration) and confined dogs. The numbers indicate a marked decline in the number of dogs and cats incoming.

- The Humane Society has been able to increase adoptions which decreases the amount of animals being euthanized.
- User fees are trending downwards and license fees are coming up slightly. It is believed more can be done with the City to help improve communications and the requirements to have dogs licensed.
- Costs have increased over the past years due to the requirement to have animals cremated as well as general cost increases for items like electricity, insurance and building maintenance.

Moving forward, both the City and the Humane Society would like a Purchased Service agreement that clearly defines expected services, funding levels and reporting requirements. It is recommended that Council proceed with Option 1 and, more specifically, maintain the current model of purchasing both enforcement and shelter services from the Humane Society. It is also proposed that this service be single sourced to the Humane Society with a new service agreement that addresses such items as statistical reporting and the provision of audited financial statements.

The rationale for this recommendation is based on the following key points:

- There is a unique, historical relationship between the City and the Humane Society
- The Humane Society building was funded through community donations and is located on City owned lands
- The Humane Society has developed ongoing, local fundraising support and has recognition in the community
- The Humane Society plays an increasingly complex role in providing animal control enforcement and shelter services given new legislation regarding certain animal breeds and exotic pets

Given the balance of declining incident volumes along with increasing costs for operations, it is felt that the current funding amount be continued and monitored with Humane Society staff on an annual basis.

From a reporting perspective, a new contract can include requirements for the Humane Society to provide that statistics included in this report on an annual basis and financial statements for review.

The Sault Ste. Marie Humane Society has been an integral part of the enforcement and shelter services for the City for several decades. The organization has vast knowledge of the requirements and has had great success in the adoption of animals that find their way into the shelter.

FINANCIAL IMPLICATIONS

There are no financial implications beyond the continuation of funding provided to the Humane Society in the amount of \$472,458.

STRATEGIC PLAN / POLICY IMPACT

This service is not contemplated in the strategic plan but does align with the City's commitment to Delivering Excellent Customer Service and the requirement to provide animal control and shelter services to residents.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 08 21 regarding the Humane Society be received as information.

Further, that Council authorize staff to negotiate terms of a purchased service agreement with the Humane Society that continues the current funding level of \$472,458, and that Council also approve the single sourcing of enforcement and shelter services.

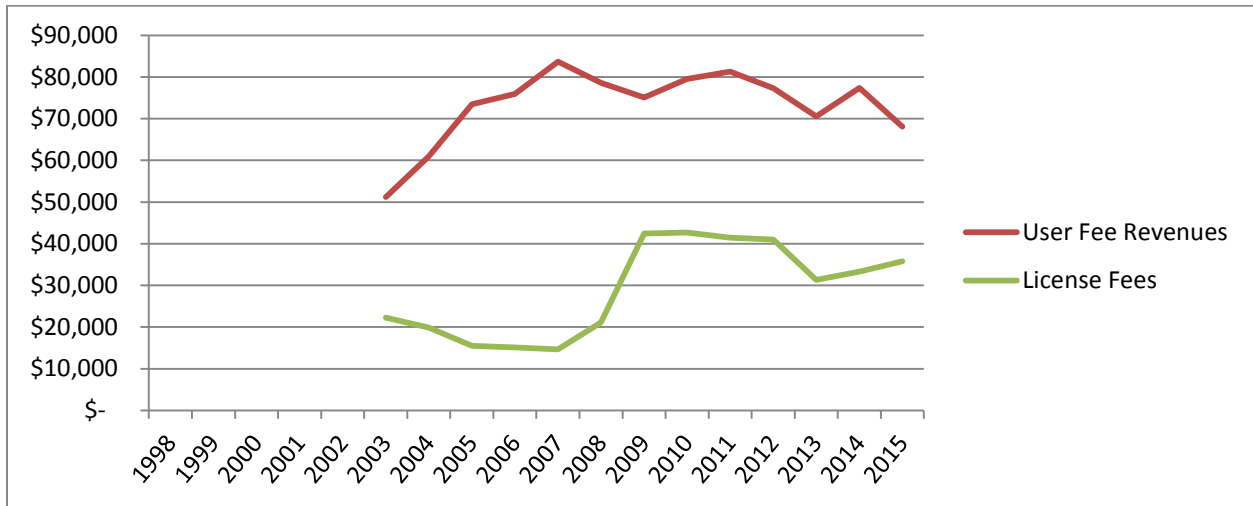
Respectfully submitted,



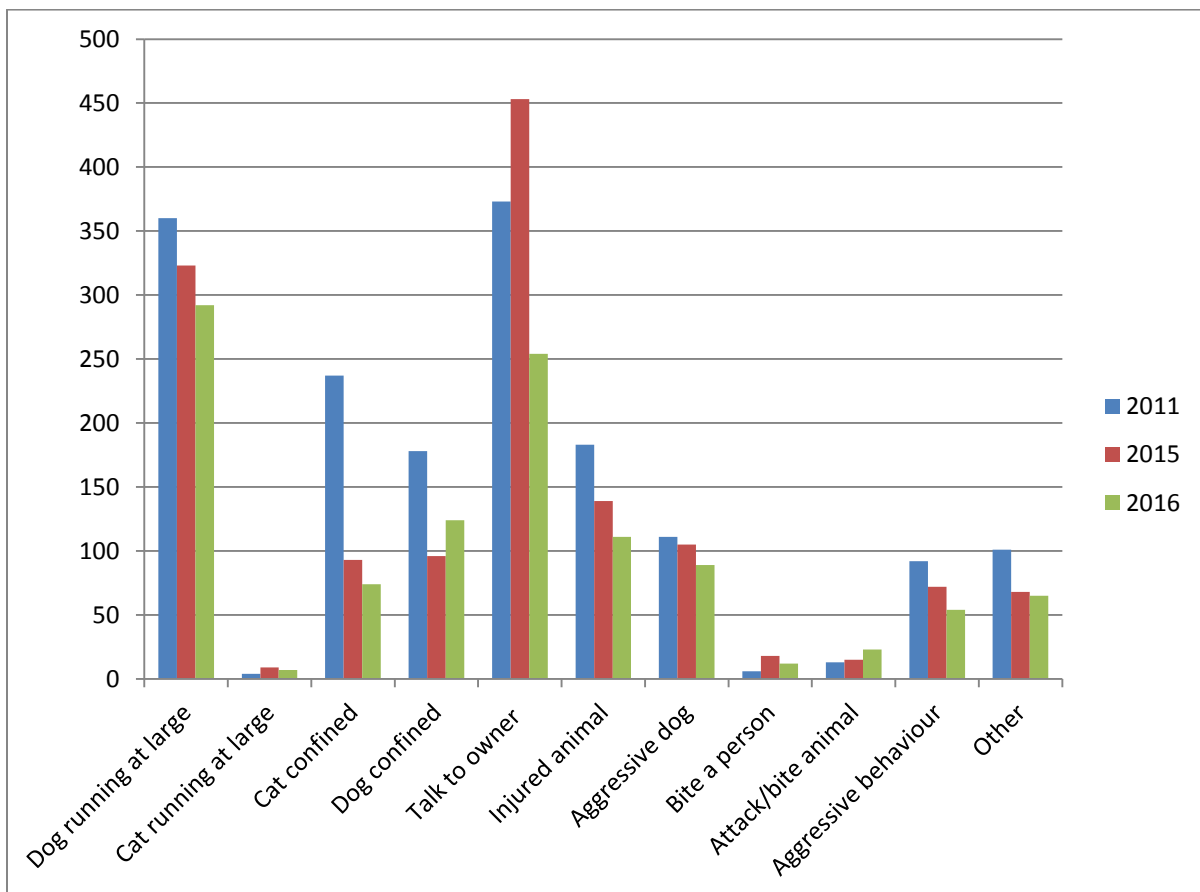
Tom Vair
Deputy CAO, Community Development and Enterprise Services
t.vair@cityssm.on.ca

Appendix A - Humane Society Data Graphed

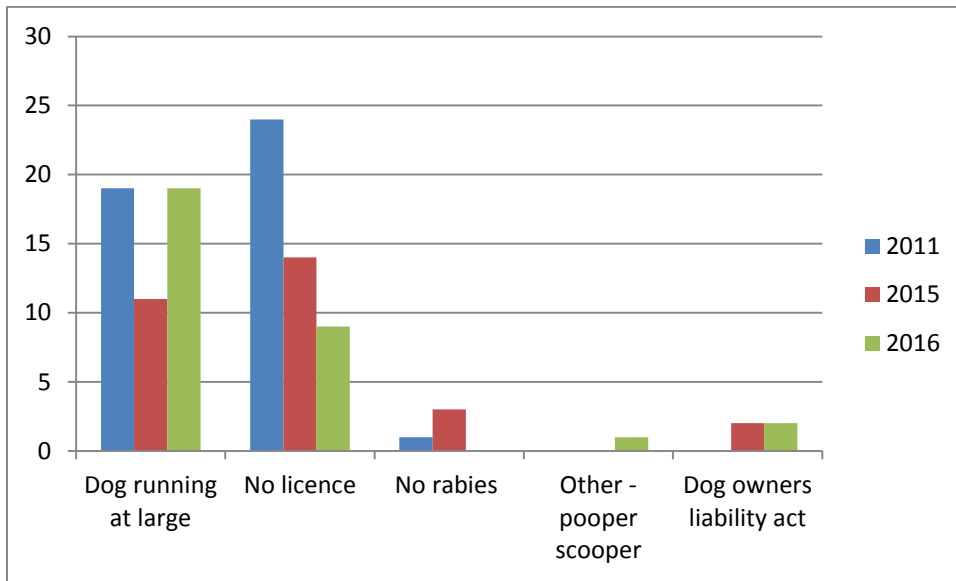
1. User Fee and License Fee Revenues



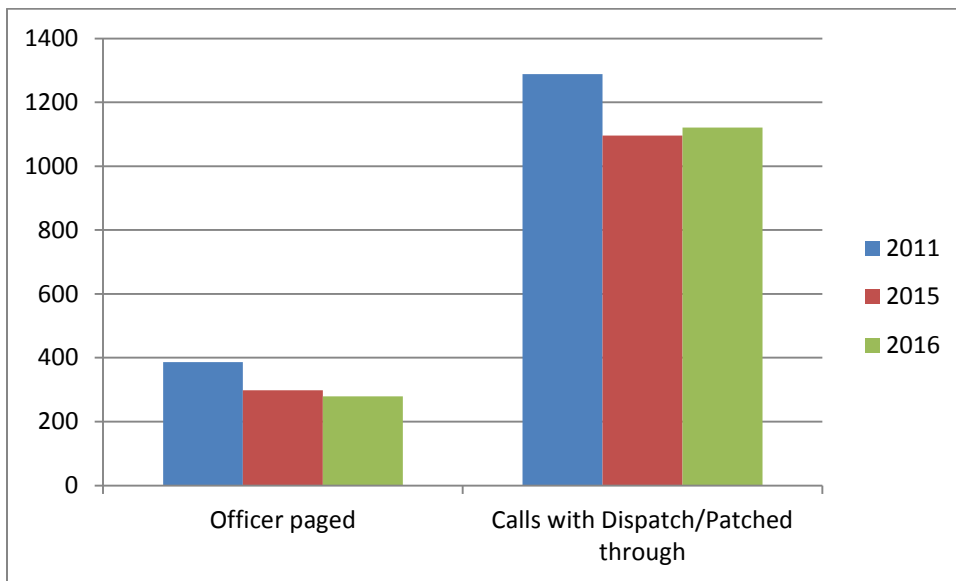
2. Types and Volume of Incidents



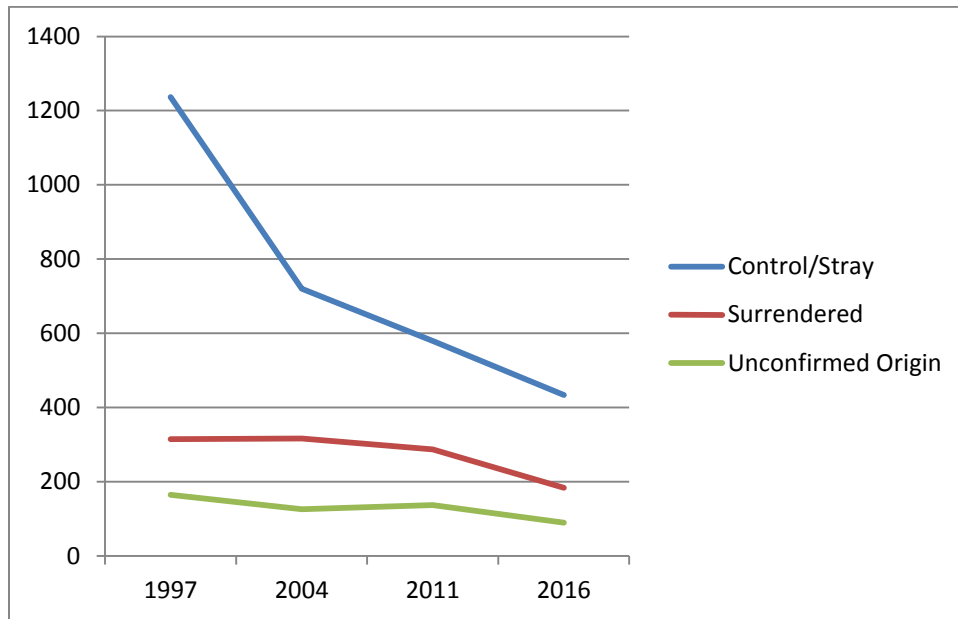
3. Charges Laid



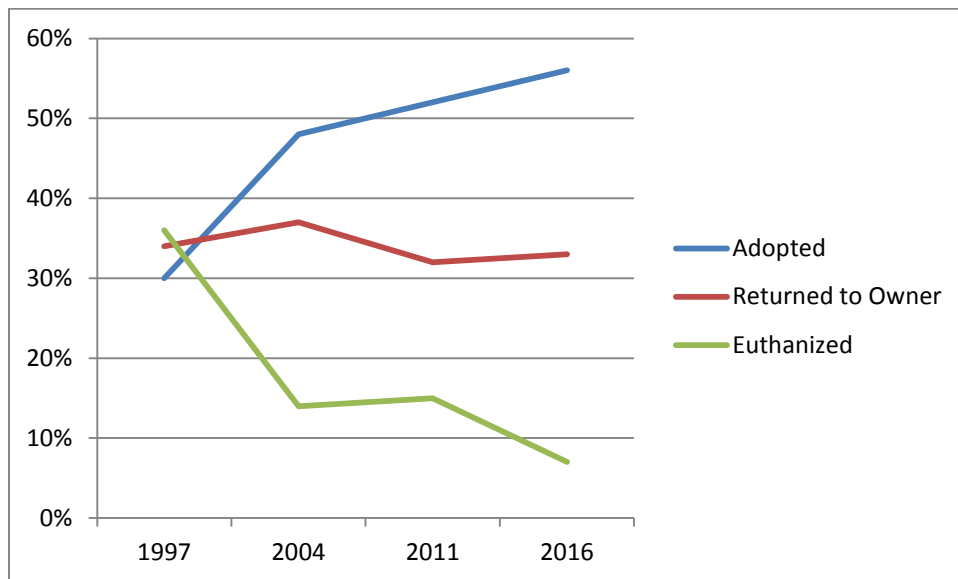
4. On-Call Services



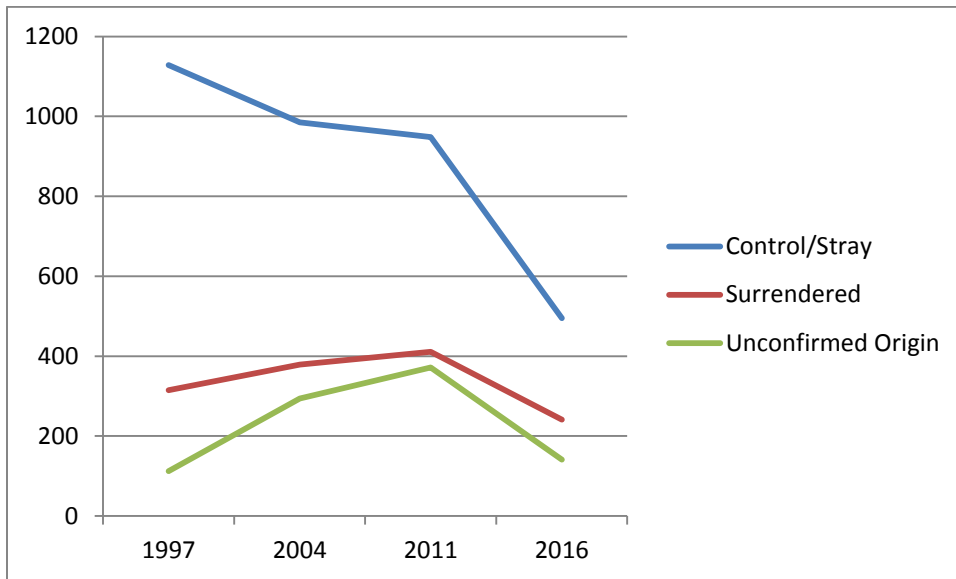
5. Dogs Incoming



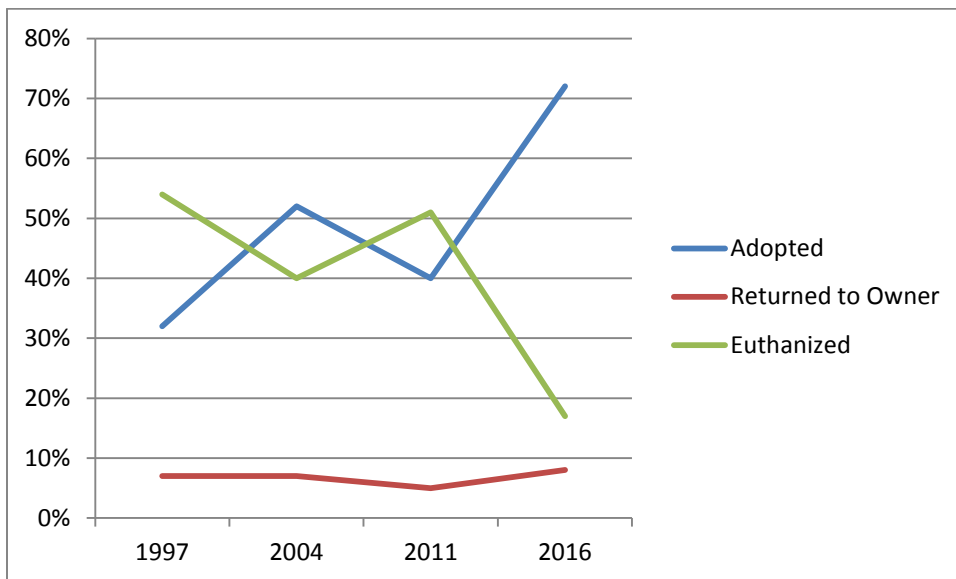
6. Disposition of Dogs Incoming



7. Cats Incoming



8. Disposition of Cats Incoming





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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Heritage Property Tax Rebate Program

PURPOSE

The purpose of this report is to seek Council's approval to register one (1) owner of designated property into the City's Heritage Property Tax Rebate program.

BACKGROUND

One (1) owner of a designated heritage property in Sault Ste. Marie has filed an application to enroll in the City's Heritage Property Tax Rebate Program. The property is located at 780 Wellington Street East.

The Ontario Government under Section 365.2 of the Municipal Act (2001, S.O. 2001, c.25 as amended) allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets.

In 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community to support owners of Designated Heritage Properties. Bylaw 2005-186 outlines the criteria for the Heritage Property Tax Rebate Program (attached).

ANALYSIS

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and are seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties. In 2016 there were 16 owners of designated heritage properties enrolled in the tax rebate program. Two new applications were received in 2017 for the 2016 tax year, however one of the property owners has not yet signed the Heritage Property Agreement. Previously, 780 Wellington Street East was enrolled in the Property Tax Rebate Program, ownership has changed and the new property owner has

submitted an application to enroll in the program. There are a total of 38 heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act.

Enrolment into the program requires the completion of an application; and once approved by Council a Heritage Property Agreement between the City and the property owner is completed which is then registered on the property title. This allows the City access to the property for inspection purposes to ensure that the owner is fulfilling the terms of the agreement. The Sault Ste. Marie Municipal Heritage Committee in conjunction with City Building Inspection services conducts an annual inspection of all heritage properties enrolled in the program. Owners are provided with a report of the findings and advised of maintenance items which need to be addressed. Owners who fail to maintain their heritage properties to an acceptable standard risk losing the annual tax rebate.

At their April 5, 2017 meeting the Sault Ste. Marie Municipal Heritage Committee reviewed two (2) new applications for the Heritage Property Tax Rebate Program and passed the following resolution:

Moved by: Councillor Hollingsworth

Seconded by: W. Hollingshead

“Resolved that the Sault Ste. Marie Municipal Heritage Committee approve 780 Wellington Street East and 83 Huron Street be enrolled in the Heritage Property Tax Rebate Program and that a report be prepared for the approval of City Council.”

CARRIED

FINANCIAL IMPLICATIONS

The amount of the combined rebate varies annually depending on the number of applicants. The rebates for the 2015 tax year totaled \$74,281.07 of which the municipal portion was \$56,030.32 and the education portion \$18,250.75. It is expected that the rebates for the 2016 tax year will be approximately the same as 2015 tax year as the total number of properties enrolled will remain unchanged.

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 Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that

Heritage Property Tax Rebate Program

2017 08 21

Page 3.

780 Wellington Street East be enrolled in the Heritage Property Tax Rebate Program be approved.”

Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759.5311

v.mcleod@cityssm.on.ca



CITY COUNCIL RESOLUTION

Date: November 14, 2005

Agenda Item

MOVED BY
SECONDED BY

Councillor
Councillor

D. Amaroso

J. Curran T. Sheehan

RESOLVED THAT BY-LAW 2005-186 being a by-law to provide for tax refunds in respect to eligible heritage property be read THREE times and PASSED in open Council this 14th day of November, 2005.

☒ CARRIED
☐ REFERRED

☐ DEFEATED
☐ OFFICIALLY READ NOT DEALT WITH

☐ AMENDED

☐ DEFERRED

SIGNATURE

☒ C.A.O.
☒ City Solicitor
☒ Comm. Finance/Treasurer
☒ Comm. Eng. & Planning
☐ Comm. Human Resources

☐ Comm. Community Services
☐ Comm. P.W. & Transportation
☐ City Clerk
☐ Fire Chief
☐ Police Chief

☐ Mayor
☐ Dir. Libraries
☐ E.D.C.
☐ Cons. Authority
☐

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

2005-186

TAX: (T.1.2.) being a by-law to provide for tax refunds in respect of eligible heritage property

WHEREAS the Council of the Corporation of the City of Sault Ste. Marie is empowered by section 365.2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to pass a by-law establishing a program to provide heritage tax refunds in respect of eligible heritage properties;

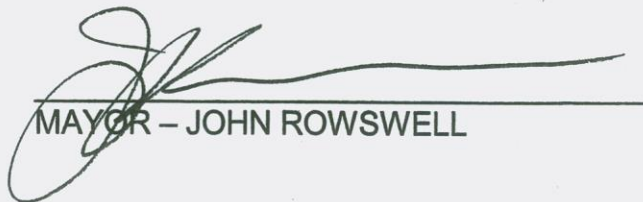
NOW THEREFORE the Council of The Corporation of The City of Sault Ste. Marie enacts as follows:

1. In this By-law:
 - (a) "built heritage resource" means a building or structure or location of historic or architectural value that reveals some of the broad architectural, cultural, social, political, economic or military patterns of our local history or that has some association with specific events or people that have shaped the details of that history.
 - (b) "City" means The Corporation of the City of Sault Ste. Marie
 - (c) "Council" means the Council of The Corporation of the City of Sault Ste. Marie
 - (d) "eligible heritage property" means a property or portion of a property,
 - i) that is located in the City of Sault Ste. Marie;
 - ii) that is designated under Part IV of the Ontario Heritage Act or is part of a heritage conservation district under Part V of the Ontario Heritage Act; and
 - iii) that is subject to either an easement agreement with the City under section 37 of the Ontario Heritage Act, an easement agreement with the Ontario Heritage Foundation under section 22 of the Ontario Heritage Act, or an agreement with the City respecting the preservation and maintenance of a built heritage resource on the property.
 - (e) "heritage tax refund" means an amount of tax that may be refunded in respect of an eligible heritage property. The amount of a heritage tax refund, unless otherwise specified, shall be 40% of the taxes for municipal and school purposes levied on the eligible heritage property.
 - (f) "municipal" means the City of Sault Ste. Marie.
 - (g) "owner(s)" includes a corporation and partnership and the heirs, executors, administrators and other legal representatives of a person to whom the context can apply according to law;
 - (h) "person(s)" includes a corporation and partnership and the heirs, executors, administrators and other legal representatives of a person to whom the context can apply according to law;
2. The heritage tax refund program set out in this by-law is subject at all times to the availability of funding for the heritage tax refund program. This by-law does not require the City or Council to provide funding for this program and the heritage tax refund contemplated by this by-law may be eliminated by Council through repeal of the by-law at any time with no notice whatsoever to affected persons.

3. This heritage tax refund program is subject to any regulations that the Minister of Finance may make governing by-laws on tax refunds and reductions for heritage properties.
4. Subject to the conditions set out in this by-law, one heritage tax refund may be paid annually for each eligible heritage property in the property tax class of residential/farm as defined by the Assessment Act, R.S.O. 1990, c. A.31 and Ontario Regulation 282/98 thereunder, as amended.
5. If multiple easement and/or preservation and maintenance agreements are registered on one parcel of land, multiple refunds will not be provided in respect of the same heritage features.
6. The portion of a property's total assessment that is attributable to the building or structure or portion of the building or structure or location that is eligible heritage property and the land used in connection with it may be determined by the Municipal Assessment Corporation at the request of the City.
7.
 - (1) The owner of an eligible heritage property must make application on the prescribed form during the month of February in the year following the year for which the owner is seeking to obtain the heritage tax refund. Applications not received during the month of February, whether earlier or later, will not be considered.
 - (2) Where funding is insufficient to give a full heritage tax refund to each otherwise eligible applicant, the applications received will be pro rated. No priority will be given to applicants who have previously obtained a heritage tax refund.
 - (3) Subject to Sections 2 and 9 of this by-law, an application for a heritage tax refund if approved, is valid for three years. If an application for a three year heritage tax refund is not approved nothing prevents the owner from applying again in the subsequent year for a heritage tax refund.
 - (4) Upon application, the owner must consent to the City conducting periodic inspections to ensure that the relevant easement agreement or maintenance and preservation agreement is being complied with.
 - (5) No heritage tax refund will be given under this by-law where the City determines that the relevant easement agreement or maintenance and preservation agreement is not complied with to the satisfaction of the City.
8.
 - (1) Heritage tax refunds shall be calculated using the assessed value of the property for tax purposes.
 - (2) If the assessment of a property for a year changes as a result of proceedings under the Assessment Act, the heritage tax refund shall be redetermined using the new assessment and the tax roll for the year shall be amended to reflect the determination.
9.
 - (1) If the owner of an eligible heritage property demolishes the eligible heritage property or breaches the terms of the relevant easement or preservation and maintenance agreement, the City may, in addition to any other remedy, require the owner to repay part or all of any heritage tax refund(s) provided to the owner for one or more years under this by-law.
 - (2) The City may require the owner to pay interest on the amount of any repayment required under this section, at a rate not exceeding the lowest prime rate reported to the Bank of Canada by any of the banks listed in Schedule I of the Bank Act (Canada), calculated from the date or dates the heritage tax refund(s) were provided.

- (3) Any amount repaid under this section will be shared by the City and school boards that share in the revenue from taxes on the property, in the same proportion that they shared in the cost of the heritage tax refund(s) on the property.
10. (1) If tax arrears are attributable to a property, a heritage tax rebate may be given in lieu of the heritage tax refund or in lieu of a portion of the heritage tax refund set out in this by-law. Such rebate will be subject to the same terms as a heritage tax refund.
- (2) If tax arrears are attributable to a property, any refund or rebate granted under this by-law will first be applied against the outstanding tax liability in respect of the property.
11. The City Clerk is hereby directed to give notice of this by-law to the Minister of Finance within 30 days of the date it is passed.
12. This by-law takes effect on the date of its final passing.

Read THREE times and PASSED in Open Council this 14th day of November, 2005



MAYOR – JOHN ROWSWELL



CITY CLERK – DONNA P. IRVING



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

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

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Sault Ste. Marie Public Library – Lease Agreement with Algoma District School Board

PURPOSE

The purpose of this report is to recommend that City Council authorize the Sault Ste. Marie Public Library (S.S.M.P.L.) to enter into negotiations and a subsequent lease agreement with the Algoma District School Board (A.D.S.B.) for 10,000 square feet of library space which will be located at 232 Northern Ave.

BACKGROUND

Not applicable.

ANALYSIS

Attached is a report from Roxanne Toth-Rissanen, CEO/Director of Public Libraries which provides details on the benefits of the lease agreement with the Algoma District School Board. Staff is recommending that Council authorize the Sault Ste. Marie Public Library to enter into negotiations.

FINANCIAL IMPLICATIONS

The S.S.M.P.L. has committed that the new Northern Avenue Library Branch will not increase the budget envelope.

STRATEGIC PLAN / POLICY IMPACT

Focus Area: Community Development & Partnerships – Develop Partnerships with Key Stakeholders

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Sault Ste. Marie Public Library – Lease Agreement with Algoma District School Board

2017 08 21

Page 2.

“Resolved that the report of the Manager of Recreation and Culture dated 2017 08 21 concerning Sault Ste. Marie Public Library Lease Agreement with the Algoma District School Board be received and that City Council authorize the Sault Ste. Marie Public Library Board to enter into negotiations and a subsequent lease agreement with the Algoma District School Board (A.D.S.B.) for 10,000 square feet of library space which will be located at 232 Northern Ave. be approved.”

Respectfully submitted,

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

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



Sault Ste. Marie Public Library

"One stop....endless possibilities"

TO: MAYOR CHRISTIAN PROVENZANO AND MEMBERS OF CITY COUNCIL
FROM: ROXANNE TOTH-RISSANEN, CEO/DIRECTOR OF PUBLIC LIBRARIES
SUBJECT: SAULT STE. MARIE PUBLIC LIBRARY – LEASE AGREEMENT WITH ALGOMA DISTRICT SCHOOL BOARD
DATE: AUGUST 21, 2017

PURPOSE OF REPORT

The purpose of this report is to recommend that City Council authorize the Sault Ste. Marie Public Library to enter into negotiations and a subsequent lease agreement with the Algoma District School Board for a 10,000 square foot space consisting of a 6,000 square foot Library space and a 4,000 square foot Archives space.

BACKGROUND

The Public Libraries Act, RSO 1990, governs the operations of public libraries in Ontario. As per the Public Libraries Act 19(1), a Library Board requires the consent of the appointing municipal Council for all matters regarding real estate property. The Sault Ste. Marie Public Library Board requires a motion from Mayor and Council that will allow the Library to enter into a lease agreement with the Algoma District School Board and take advantage of grant opportunities in a timely manner.

On December 21, 2015, the Sault Ste. Marie Public Library Board made the determination to “close the Churchill Branch Library with the intention of pursuing a public library location at the Alexander Henry School site (future Boreal French Immersion Public School) with the establishment of a fully accessible and consolidated archives” with Council’s consent.

On October 24, 2016 City Council passed the following resolution:

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

On July 24, 2017 Library Board members and CEO/Director of Public Libraries met with the Mayor to determine the next steps required for the Board to take in order to obtain authorization from City Council to obtain a lease agreement with the Algoma District School Board for the library and archival space. This report has resulted from that meeting.

On July 25, 2017 City Staff met with the CEO/Director of Public Libraries to discuss the next steps required for the Sault Ste. Marie Public Library Board to enter into negotiations and a lease agreement with the Algoma District School Board.

ANALYSIS

The Northern Branch Library location would provide 10,000 square feet of space, consisting of a 6,000 square foot for library services and public meeting space and 4,000 square feet for accessible, environmentally controlled archives. The project cost is estimated at \$1.5 million. The Algoma District School Board has indicated that \$711,000.00 in Community Hub Capital Funding is available to the Sault Ste. Marie Public Library contingent on the Sault Ste. Marie Public Library providing matching funds.

The Sault Ste. Marie Public Library Board will be making an application to the Department of Canadian Heritage – Canada Cultural Spaces Fund which will provide up to 50% funding for eligible projects. In order to be eligible for funding the Sault Ste. Marie Public Library Board would need to have a minimum of a ten (10) year lease.

The Sault Ste. Marie Public Library Board would like to submit the application as soon as possible to Canada Cultural Spaces Fund to build upon the Community Hub Capital Funding being provided by the Algoma District School Board in support of this library/archives project.

FINANCIAL IMPLICATIONS

The Algoma District School Board lease agreement would be for a minimum of ten (10) years. The rental rate is based on a ten year term and includes rent, utilities, cleaning services and maintenance of the facility. If the Sault Ste. Marie Public Library secures the matching funds through the Canada Cultural Spaces Fund, lease costs would be \$9.75 per square foot or \$97,500 per year. In the event that the funding application was denied, the balance of the \$789,000.00 cost would be spread over the term of the lease agreement. In this event, the maximum amount charged would be \$17.64 per square foot or \$176,400.00 per year.

The Sault Ste. Marie Public Library Board has committed that the new Northern Library Branch will not increase the budget envelope. In the event that the application to the Canada Cultural Spaces Fund is unsuccessful the Sault Ste. Marie Public Library Board would be able to meet the requirements of the lease payments within their current operational budget. It should be noted that previously the Sault Ste. Marie Public Library was paying \$22 per square foot plus utilities for a total of \$147,000.00 per year. Therefore, in the worst case scenario this would represent an impact of \$29,400.00 to the Sault Ste. Marie Public Library budget (again which the Library has indicated they will absorb within their current operational budget).

The new space does provide considerably more space for the library and fully accessible, environmentally controlled archives.

STRATEGIC PLAN/POLICY IMPACT

Focus Area: Community Development & Partnerships – Develop Partnerships with Key Stakeholders

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

RECOMMENDATION

The Library Board would respectfully recommend that Council take the following action:

“Resolved that the report of the CEO/Director of Public Libraries dated 2017 08 21 concerning the Sault Ste. Marie Public Library Lease Agreement with the Algoma District School Board be received and that City Council authorize the Sault Ste. Marie Public Library enter into negotiations and a subsequent lease agreement with the Algoma District School Board for 10,000 square feet of library/archive space which will be located at 232 Northern Avenue be approved.”

Respectfully submitted,

Roxanne Toth-Rissanen, CEO/Director of Public Libraries



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

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

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Clean Water and Wastewater Funding

PURPOSE

The purpose of this report is to obtain Council approval to enter into a Transfer Payment Agreement with the Province for Clean Water and Wastewater funding (CWWF).

BACKGROUND

The 2016 Federal Budget announced the establishment of the CWWF that proposed \$570 million in federal funding in the province of Ontario, and up to \$270 million provincial funding for vital water and wastewater infrastructure. In October 2016, the City applied for CWWF funding for replacement of existing storm sewer, and construction of a stormwater management pond for the Pim and McNabb Street drainage area.

Council approved the retention of the consulting engineer for design and contract administration, and at the 2017 05 29 meeting, Council approved the award of the tender conditional upon funding approval. The City was pleased that the funding was approved, and the announcement came on July 17, 2017.

The work includes the construction of storm retention pond in the ravine between Pim and Gladstone, reconstruction of both road crossings, replacement of storm sewer through private properties and Poplar Park between Pim Street and McNabb Street, and a new crossing of McNabb. Final design and tender prices exceeded available budget so it was recommended that the project limits be reduced from McNabb down to a point north of the Canadian Hotel parking lot. The second phase of the work will be recommended in a future capital program.

ANALYSIS

A Transfer Payment Agreement (TPA) is necessary in order to access the funding. The agreement has been reviewed by staff and is recommended to Council.

The original funding deadline was March 31, 2018. Given the late funding announcement, and the fact that a significant portion of the 2017 construction season has passed, the Ministry of Infrastructure has advised that the City may apply to have 40% of the funds extended into the 2018/19 provincial fiscal year. City staff have applied for that extension.

FINANCIAL IMPLICATIONS

The projected budget estimate of \$5,538,542 to complete the first phase of the work was approved at the 2017 05 29 meeting of Council. The Federal contribution under the agreement is \$2,197,834 and the provincial contribution is \$1,098,917. The remaining City share is \$2,241,791 and will be funded through the 2017 capital program.

STRATEGIC PLAN / POLICY IMPACT

This project is linked to the infrastructure area of the strategic plan.

RECOMMENDATION

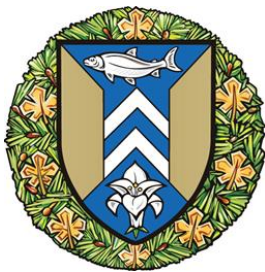
It is therefore recommended that Council take the following action:

By-law 2017-160 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Engineering Agreement – Downtown Traffic Study

PURPOSE

The purpose of this report is to request Council approval to authorize an engineering agreement with IBI Group Professional Services (Canada) Inc. for the above-mentioned project.

BACKGROUND

At the 2017 07 17 meeting, Council provided approval to enter into an agreement with IBI Group for engineering services for this study.

ANALYSIS

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services. This consultant was procured through a Request for Proposal as per the City Procurement Policy.

FINANCIAL IMPLICATIONS

The impact to the budget is the engineering fee estimate which is \$100,910 including non-refundable HST. This will be covered within the 2017 Capital Budget.

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:

Bylaw 2017-164 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Carl Rumiel', with a stylized flourish at the end.

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



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

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

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: McNabb St. Georges EA – Notice of Completion

PURPOSE

The purpose of this report is to advise Council that the environmental assessment (EA) for the McNabb Street and St. Georges Avenue intersection is complete.

BACKGROUND

At the 2016 06 27 meeting, Council approved that the firm of CIMA be retained to complete a Schedule B class environmental assessment at this intersection. The portion of McNabb in the area of Algoma and Alberta Avenues has experienced a number of accidents and near misses over the years, largely due to drivers losing control in an easterly direction. The EA was required to complete the approval process to allow the City to proceed with capital improvements.

ANALYSIS

The environmental assessment, including public and agency consultation, has been completed. The preferred alternative will extend the three lane portion of St. Georges easterly and provide improvements as follows:

- Westbound transition from four to three lanes at Elmwood Avenue;
- Eastbound transition from 3 to 4 lanes between Algoma and Gladstone;
- Westbound right-turn only lane at Elmwood Avenue;
- Provide a pedestrian cross-over on St. Georges west of the intersection with McNabb; and,
- Build-out of median island at Algoma/McNabb/St. Georges and closure of eastbound McNabb Street through access lane.

In accordance with the environmental assessment process, a Notice of Completion will be published identifying the preferred alternative. There is a 30 day period after publication during which an individual or agency can submit a request to the Minister for a Part II Order for a full environmental assessment. If no such request is received, the City may proceed with the project when funds

are in place. The Project File Report (PFR) will be available for viewing on the city website on-line at www.saultstemarie.ca/mcnabbalgomaEA.

FINANCIAL IMPLICATIONS

The estimated cost for the improvements is \$400,000 excluding asphalt resurfacing. There are significant portions of McNabb that require resurfacing within the next few years. The Engineering Division will try to blend this project into a capital works program with the resurfacing of McNabb and St. Georges.

STRATEGIC PLAN / POLICY IMPACT

This project 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 08 21 concerning the McNabb St. George's EA Notice of Completion be received as information.

Respectfully submitted,

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

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



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

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

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Old Garden River Road - Resurfacing

PURPOSE

The purpose of this report is to obtain Council approval for the resurfacing of Old Garden River Road between Second Line and Terrance Avenue.

BACKGROUND

This portion of Old Garden River Road, along with many others, is in need of a new asphalt surface. Recently, in the process of attempting to remedy cracking and potholes, and make improvements to a roadway that was beyond its life expectancy, Public Works patching has only magnified the problem with the surface of the road and the results were poor. Additional remedial efforts are required.

ANALYSIS

Public Works and Engineering has determined that the most appropriate way to correct the problem is to mill the lanes 40mm and provide a new lift of replacement asphalt surface. Under City Contract 2017-7E, a change order of \$98,764, based on estimated quantities, will provide the new surface. Actual costs will be based on quantities provided in the field. Since it is an out of scope change in excess of \$75,000, Council approval is required. The work can be completed in the 2017 construction season.

FINANCIAL IMPLICATIONS

At the 2017 06 12 meeting, Council approved miscellaneous paving and surface treatment contracts for a total of \$1,659,571 (including non-refundable HST) which was below the 2017 capital resurfacing allocation of \$2,220,000. The remaining resurfacing budget is sufficient to cover this extra scope.

STRATEGIC PLAN / POLICY IMPACT

Resurfacing roads is linked to the infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2017 08 21 be received, and the recommendation to authorize a change order to contract 2017-7E in the amount of \$98,764 based on estimated quantities, be approved.

Respectfully submitted,

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

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



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Johnson, Fire Chief

DEPARTMENT: Fire Services

RE: Fire Services Comprehensive Risk Assessment/Fire Master Plan

PURPOSE

The purpose of this report is to provide information to the Mayor and Council on the addition of a Master Fire Plan to accompany the Comprehensive Risk Assessment being conducted by Dillon Consulting and to seek approval to increase the scope to include creation of a Master Fire Plan.

BACKGROUND

On April 10, 2017, Council approved a request for proposal (RFP) to secure an independent third party to conduct a Comprehensive Risk Assessment. The City's procurement process was undertaken and on June 26, 2017 Dillon Consulting was awarded the contract to undertake and complete the review. The project began with an initial meeting via teleconference on July 17, 2017. The project management team from Dillon Consulting travelled to Sault Ste. Marie on August 8 and 9, 2017 to conduct formal interviews and research (on-site fact gathering).

ANALYSIS

A Comprehensive Risk Assessment is the identification, evaluation and determination of fire protection services based on statistical data. This data determines the levels of risks involved in a situation and their comparison against benchmarks, guidelines or standards. The assessment is the process of examining and analyzing the relevant factors that characterize the community and applying this information to identify potential risk scenarios that may be encountered. The assessment includes an analysis of the likelihood of these scenarios occurring and their subsequent consequences. The examination considers and makes recommendations regarding overall risk factors that include, but are not limited to: property stock, building characteristics, demographic profile, infrastructure, geography, topography, past fire loss

statistics (number and value), response times, dispatch times, deployment, staffing, station location and equipment availability/needs. Ultimately, the review determines the appropriate service level for the community to minimize risk. The Comprehensive Risk Assessment is designed to provide the CAO, Mayor, Council and Fire Chief with statistical data to create an efficient and cost effective fire service.

The Comprehensive Risk Assessment is currently in progress. The “on-site fact gathering” is complete. The CAO, Mayor, Fire Chief, Senior Fire Management, Senior Fire Officers and the Sault Ste. Marie Professional Firefighters Association Executive have completed interviews with the consultants. As a result of all interviews and fact gathering sessions, it was determined that the fire service was missing an integral piece that would further the success of the Comprehensive Risk Assessment, specifically, a Fire Master Plan.

A Fire Master Plan is a strategic blueprint for the fire service that addresses local needs and circumstances based upon costs and the supporting community’s ability to pay. The Fire Master Plan is a framework for municipal decision making which will link Council policy, and the fire service operations to accommodate short, medium and long term planning.

A Fire Master Plan would provide the following:

- an updated status report on the Sault Ste. Marie Fire Service;
- assessment of municipal compliance with the requirements of the *Fire Protection and Prevention Act, 1997*;
- assessment and determination of the level of service that is delivered by the Sault Ste. Marie Fire Service to the community;
- strategic direction to the Sault Ste. Marie Fire Service;
- assurance that the community continues to be provided with an appropriate and cost effective fire service.

The RFP for the Comprehensive Risk Assessment, section 2.6 – Required Scope of Work; Item #8 requires the consultant to “report on other matters that come to the successful proponents’ attention in the course of conducting the assessment that, in the proponents’ professional opinion, the City should consider.” Dillon therefore brought forward the potential broadening of scope to include a Master Plan. The rationale provided for this was to allow for setting of service levels for all aspects of fire protection services and thereby derive a more comprehensive and measureable framework by which to assess and mitigate risk.

Based on the initial on-site fact gathering process, the Fire Chief and Fire Senior Management support the professional opinion of Dillon Consulting. In their opinion, the City should consider the development of a Fire Master Plan in

addition to the Comprehensive Risk Assessment. Current best practice within the Province is the development of a Comprehensive Risk Assessment as an element of an overall Fire Master Plan. This strategy provides Council with an overall analysis of all services and programs associated with the Sault Ste. Marie Fire Service in keeping with the Province's "*three lines of defence*" (*Protection, Detection, Escape*) fire protection model. The current review process being conducted by the Office of the Fire Marshal and Emergency Management is expected to recommend the development of a Fire Master Plan as well as an update to the establishing and regulating by-law.

A Fire Master Plan is intended to provide Council with a strategic framework for making decisions regarding the delivery of all fire protection services based on "local needs and circumstances" as defined by the *Fire Protection and Prevention Act*. Through the development and findings of the Comprehensive Risk Assessment, the proposed Fire Master Plan would provide Council with information required to fulfill this legislative responsibility. The Plan would assist in determining local needs, circumstances and decision making with respect to the types of services and programs the community requires based on current and future identified community fire risks.

Staff's opinion is supported by the following observations that Dillon Consulting and Senior Fire Management Staff identified through the data collection process, interviews, station tours and risk tour of the City;

- The current establishing and regulating by-law is out of date and does not reflect the actual current fire protection services and programs being delivered;
- The current establishing and regulating by-law does not contain any references to performance benchmarks or goals and objectives for any of the services and programs provided;
- To the best of corporate knowledge, the City has never developed a Fire Master Plan;
- Current best practices indicate that on completion of a Community Risk Assessment, consideration should be given to developing a Community Risk Reduction Plan typically presented within a Fire Master Plan;
- Analysis to this point in developing the Comprehensive Risk Assessment indicates that the City has a proactive fire prevention and public education program; however, within the scope of work for the Comprehensive Risk Assessment there is currently no opportunity to evaluate and validate the impact of these programs on community risk, or to recommend additional services or programs that may serve as risk reduction strategies;
- The Comprehensive Risk Assessment process focuses on the delivery of fire suppression service. This will include:
 - recommended options for alternative fire station location models;
 - firefighter deployment models and types of apparatus;

- a comprehensive training program to ensure the applicable skills, competencies and qualifications are identified for the respective fire suppression service model;
- The Comprehensive Risk Assessment does not include an evaluation of the current firefighter training program.
- Sault Ste. Marie's fire protection model relies on the strategies of optimizing the "*three lines of defence*" supported by the Office of the Fire Marshal and Emergency Management, developing the Comprehensive Risk Assessment is a core component of this strategy; however, it requires the development of a Fire Master Plan to provide Council with an understanding of how all services and programs are to be integrated within an overall fire protection program based on the identified community risk.

FINANCIAL IMPLICATIONS

The addition of a Master Fire Plan to the Comprehensive Risk Assessment process will result in an additional expense of approximately \$30,000 to \$35,000 that can be funded within the \$150,000 upset limit approved by Council when the RFP was first approved on April 10, 2017.

STRATEGIC PLAN / POLICY IMPACT

Completion of a Fire Master Plan links to the strategic direction of delivering excellent customer service under the Service Delivery strategic focus area of the corporate Strategic Plan, as well as the value – commitment to citizens and the community.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Fire Chief dated August 21, 2017 concerning Fire Services Comprehensive Risk Assessment / Fire Master Plan be accepted and that Council approve the additional expenditure of up to \$35,000 to complete a Fire Master Plan as part of the Comprehensive Risk Assessment process.

Respectfully submitted,



Peter Johnson, Fire Chief
p.johnson@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: STREET ASSUMPTION, CLOSING AND CONVEYANCE
PART OF HOLDEN STREET

PURPOSE

The purpose of this report is to seek Council's approval to assume, close and convey a part of Holden Street in the Holden Subdivision to the abutting owners.

ATTACHMENT

Attached as Schedule "A" is a drawing showing the part of Holden Street as "Subject Property".

BACKGROUND

The Legal Department received a request to close and convey part of Holden Street described as abutting Lot 6, Plan H423 and abutting Lot 11, Plan H423 in the Holden Subdivision from one of the two abutting property owners.

ANALYSIS

Union Gas has indicated that an easement may be required. This will be determined once the survey is completed.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

STREET ASSUMPTION, CLOSING AND CONVEYANCE PART OF HOLDEN
STREET

2017 08 21

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-165 being a by-law to assume part of Holden Street and By-law 2017-166 being a by-law to stop up, close and convey part of Holden Street appear elsewhere on the Agenda and are recommended for your approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/da

LEGAL\STAFF\COUNCIL REPORTS\2017\STREET ASSUMPTION, CLOSING AND CONVEYANCE FOR PART OF
HOLDEN STREET MAP 82.DOCX

Schedule "A".

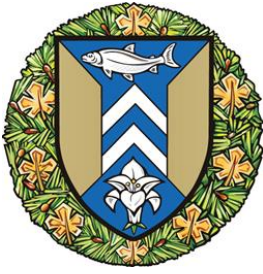
Peoples Road

Hillside Drive

St. Patrick Street

Sunnydale Road

Penno Road



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Transient Traders and Peddlers (By-law 2003-53)

PURPOSE

On June 12, 2017, City Council passed the following resolution moved by Councillor R. Niro and 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;

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;

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;

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; and

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.”

The purpose of this Report is to respond to the above resolution and provide Council with information on possible ways to strengthen By-law 2003-53.

BACKGROUND

The City has By-law 2003-53 (the “Peddler By-law”), being a by-law to licence, govern and regulate peddlers in Sault Ste. Marie. In November 2016, the By-law was amended to incorporate a mechanism to revoke licences from aggressive peddlers and discourage certain tactics. Specifically, the provisions concerning the cancellation or revocation of a licence and prohibitions were amended.

As discussed above, on June 12, 2017 Council directed the Legal Department to review the By-law and report back on possible ways to strengthen it.

It should be noted that the City has a separate by-law, By-law 2003-51 (the “Food Vendor By-law”), to licence, govern and regulate food vending vehicles.

ANALYSIS

City of Sault Ste. Marie By-laws

The Peddler By-law in its current form sets out the requirements for obtaining a general peddlers licence, including a licence fee in the amount of \$250.00 for the year. Section 5(6) of the By-law permits the licensee to carry on business only in the particular location in which the licence is issued. Licences expire each year on December 31st, unless they are expressed to be for a shorter or longer time, pursuant to section 17 of the By-law.

The Food Vendor By-law sets out the requirements for obtaining a food vendor’s licence, including a licence fee in the amount of \$225.00 for the year. This By-law sets out additional requirements to obtain this type of licence, including an insurance requirement and certificates of approval from the Medical Officer of Health and the Fire Chief.

Other Municipalities’ Licencing By-laws

The Legal Department reviewed licencing by-laws in other municipalities in order to determine potential ways to strengthen the Peddler By-law. Many municipalities have divided peddlers into separate classes for the purposes of licencing. The various classes depend on the type of goods being sold, and the duration and location of the sale(s). The licence fee corresponds to the particular class. For example, the City of Greater Sudbury has established the following classes of “pedlars”:

1) Class 1 – Day Sales

- Examples include: flowers, fresh produce, fireworks
- Fee: \$341.00
- Duration: one to three day period

- Location: one specific location
- 2) Class 2 – Temporary Sales
 - Includes temporary businesses
 - Fee: \$341.00
 - Duration: one period of up to three months
 - Location: one specific location
- 3) Class 3 – Door-to-Door Sales
 - Includes any business or person that has sales conducted on their behalf by door-to-door solicitation
 - Fee: \$195.00
- 4) Class 4 – Door-to-Door Sales Person
 - Includes any person involved with the sale of goods on a door-to-door basis
 - Fee: \$50.00
- 5) Class 5 – Antique/Collectible Show
 - Fee: \$242.52
 - Duration: temporary basis
 - Location: one specific location
- 6) Class 6 – Craft Show
 - Fee: \$242.52
 - Duration: temporary basis
 - Location: one specific location
- 7) Class 7 – Trade Show
 - Fee: \$242.52
 - Duration: temporary basis
 - Location: one specific location
- 8) Class 8 – General
 - Includes any hawker or pedlar not included in Classes 1 to 7
 - Fee: \$192.52

The City of London has also established similar categories with varying fees. The City of Pickering on the other hand has two separate categories of licences:

- 1) A licence for a continual period of time and/or for stationary use, for a fee of \$250.00 per year; and
- 2) A licence for a temporary use and/or location, for a fee of \$20.00 per day.

Other municipalities have also categorized peddlers into “stationary” and “temporary”.

Certain municipalities have instituted an outright ban on peddlers on public property; whereas other municipalities, such as Windsor, prohibit peddlers from selling their goods in certain locations.

The City of Thunder Bay’s licencing process involves a circulation to various City departments and depending on City staff’s comments, conditions may be placed on the peddler’s licence. The Thunder Bay By-law has a specific section dealing with inspections, which authorizes Police Services to inspect any premises where a “Stationary Peddler Business” is carried on. In the event a re-inspection is required to confirm compliance, the peddler is charged a fee.

Conclusions

There are a few of possible options to strengthen the City’s current Peddler By-law. This By-law already has a provision limiting the peddler to selling their goods at the location specified in the licence. However, the provision concerning the duration of licences, section 17 of the By-law, could be amended to place a specific time limit on each licence—i.e. valid for a maximum of three days. Placing this limit on the duration of the licence would require the peddler to re-apply and pay the fee again each time they wish to return to the City to sell their goods. This same solution could also be applied to food vendor licences.

Section 14 of the Peddler By-law speaks to inspections. This provision could be amended however to reflect the approach of the Thunder Bay By-law; namely, to charge the peddler a fee if a re-inspection is required to confirm compliance. Again, this could also be applied to the Food Vendor By-law.

Further, the Peddler By-law could be amended to establish a category system, like that of the City of Greater Sudbury’s. The category system has the benefit of establishing different limits on the duration and location of peddling depending on the class of the licence. This system also allows the municipality to charge different licence fees depending on the type of peddling.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

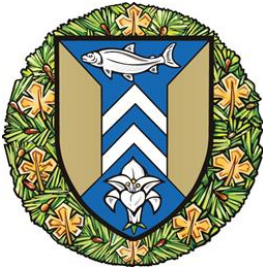
Resolved that the report of the Legal Department dated 2017 08 21 concerning strengthening By-law 2003-53 be received as information.

Respectfully submitted,

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

Jeffrey King
Solicitor/Prosecutor

JK/hh



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Sale of 37 Paradee Avenue

PURPOSE

The purpose of this report is to advise Council of the offer received for the sale of 37 Paradee Avenue ("the Property").

ATTACHMENT

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

BACKGROUND

On May 30, 2016, By-law 2016-68 declared the Property surplus to the City's needs and approved the disposition of same. The estimated current market value is Eleven Thousand Thirty (\$11,030.00) Dollars. The sale of the property was advertised in the Sault Star on October 1, 2016 and June 3, 2017 and on the City's web page. We have now received one Offer to Purchase.

ANALYSIS

The offer is from Ashley and Kyle Juby for the amount of Twelve Thousand (\$12,000.00) Dollars.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Sale of 37 Paradee Avenue

2017 08 21

Page 2.

That Council accept the offer submitted by Ashley and Kyle Juby in the amount of Twelve Thousand (\$12,000.00) Dollars.

By-law 2017-157, authorizing the said sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

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

Nuala Kenny
City Solicitor

NK/da

LEGAL\STAFF\COUNCIL REPORTS\2017\SALE OF 37 PARADEE AVENUE PR1.93.DOCX

CONSERVATION AUTHORITY





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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Repeal of By-law 2012-213 – Further Information t

PURPOSE

The purpose of this report is to provide Council with additional information regarding the proposed amendment to By-law 2012-213 and recommend that Council consider repealing this By-law entirely and adopting a policy that would have the effect of restricting circus that use animals while still allowing the use of municipally owned facilities and property for other animal related performances or exhibitions.

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.

On June 12, 2017 Council resolved to amend By-law 2012-213 to ban all circuses from the City and incorporate domestic animals into the prohibition.

On July 17, 2017 the Legal Department submitted a Report to Council outlining the constitutional and jurisdictional issues arising from the proposed amendment and recommended Council take no action. The Legal Department has since reviewed this recommendation while interpreting additional legislation, detailed below, and as such is in a position to recommend abandoning the existing by-law and considering a policy.

ANALYSIS

Section 10(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25 gives municipalities broad jurisdiction to pass by-laws respecting animals. The authority to legislate in the domain of animals has generally been interpreted to mean animal control, as oppose to animal welfare. However, a legislative amendment has implicitly broadened the scope of municipalities respecting animal welfare. Specifically, the *Ontario Society for the Prevention of Cruelty to Animals Act*, R.S.O. 1990, c.

O.36 (“OSPCAA”) was amended to permit municipalities to legislate regarding animal welfare. Section 21 of the *OSPCAA* reads as follows: “In the event of a conflict between a provision of this Act or of a regulation made under this Act and of a municipal by-law pertaining to the welfare of or the prevention of cruelty to animals, the provision that affords the greater protection to animals shall prevail.” A narrow interpretation of the said provision, which was put into effect following the case law cited in the August 21st, 2017, Information Report from Legal, would allude to the fact that municipalities have been given the green light to deal with animal welfare by way of implementing By-laws.

Further, we referenced The Town of Cobourg by-law which has not been challenged and is the only other Ontario municipality with a similar by-law. This By-law is worded with the exceptions that the requested amendment wishes to remove, being that domestic animals are exempt. The proposed amendment creates an unintended consequence which is that certain desired animal events be excluded from using city facilities or property. Further to, a recommended amendment which contains an exemption for specific types of permissible animal events would in itself create a loophole wherein an event may be misrepresented for the benefit of using a City owned facility or property.

Furthermore, any By-law would remain subject to court scrutiny.

As the by-law relates specifically to City owned facilities and property, a policy would be able to manage any concerns regarding animal performances while limiting any City liability and maintain the use of City facilities and property for desired animal events, such as perhaps a magic show wherein a dove disappears or a dog show.

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:

Recommend that a city policy be created that would manage the use of City owned facilities or property vis-à-vis animal performances, exhibitions and circuses. By-law 2017-172 which repeals By-law 2012-213 appears elsewhere on the Agenda.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jeffrey King', is positioned above the typed name.

Jeffrey King
Solicitor/Prosecutor

JK/hh



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Renewal of Licence of Occupation – Hydro One Sault Ste. Marie Holding Corp.

PURPOSE

The purpose of this report is to request Council's approval to renew a Licence of Occupation between the City and Hydro One Sault Ste. Marie Holding Corp. ("Hydro One"), which will allow Hydro One to continue to occupy a portion of City property wherein anchoring and guying equipment for power transmission lines are located. The original Licence of Occupation was entered into on November 1st, 1994, the parties have since changed.

BACKGROUND

The initial Licence was with Great Lakes Power Ltd., recently acquired by Hydro One. Hydro One maintains use of the Land for anchoring and guying equipment for a power transmission line and requires a new Licence of Occupation agreement to benefit from said use. The Licence covers an area of .022 acres and is used for anchoring one of Hydro One's raised structures located immediately south of the licenced area.

ANALYSIS

During the transition of the corporation Great Lakes Power Ltd., now Hydro One, continued to honour their obligations held with the 1994 Licence. Insurance certificates have been provided annually and all payment owed to the City are current. They made \$200.00 payments as of last year.

FINANCIAL IMPLICATIONS

The City will receive \$250.00 a year for the first ten (10) years of use, and \$300.00 for the following ten (10) years.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-167 which authorizes the execution of a Licence of Occupation between the City and Hydro One appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jeffrey King', with a horizontal line extending to the right.

Jeffrey King
Solicitor/Prosecutor

JK/sp



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Delegation of Signing Authority – Temporary Street Closing Applications

PURPOSE

This report proposes a revised protocol for the administration of temporary street closing applications to encourage a simplified, streamlined and expedited process.

This report recommends that City Council pass By-law 2017-168, which delegates approval authority to the Director of Public Works, or his/her designate, for temporary street closures for social, recreational, athletic, and community events.

This report recommends that City Council also pass By-law 2017-169, being a by-law to amend Section 3 Paragraph (1) of By-law 2008-131, a by-law respecting streets and related matters, to authorize the Director of Public Works, or his/her designate, to temporarily close a street or portion of a street by reason of any social, recreational, athletic, and community event.

ATTACHMENT

Attached as Schedule “A” is the Temporary Street Closure Policy for Social, Recreational, Athletic, and Community Events (the “Policy”).

BACKGROUND

The following resolution was passed at the April 24, 2017 Council meeting:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

*Whereas the Council Agenda often contains requests for street closures; and
Whereas Council has not once this term refused a request for a street closure;
and*

Whereas agencies must time their requests for street closures in order to meet the agenda deadline of Council;

Now Therefore Be It Resolved that staff review the street-closure procedure or policy and determine if requests for street closures can be simplified, streamlined, and expedited.

The City currently has a formalized application process for temporary street closure requests in Sault Ste. Marie. Namely, applicants obtain a Temporary Street Closure Application from the Clerk's Department and then circulate the application to various City departments and external agencies for approval. Once all approvals have been obtained, the applicant submits the completed Application to the Clerk's Department. The Clerk's Department then requests the Legal Department to prepare a by-law authorizing the temporary street closure for Council's consideration at the next regular scheduled Council meeting.

Dialogue with City staff and research of other Ontario municipalities' procedures revealed the City's current process to be lengthy and inefficient. As a result, City staff collaborated to develop the attached Policy.

ANALYSIS

The Council of the City of Sault Ste. Marie has the authority under Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, to delegate its powers to officers of the Corporation it deems fit. More specifically, Council may delegate its power to temporarily close city streets.

The proposed Policy for temporary street closures addresses social, recreational, athletic, and community events that require a street closure for no longer than twelve (12) hours in one (1) consecutive day. Applications must be submitted at least thirty (30) days prior to the proposed street closure. The Policy allows applicants to submit an application directly to the Clerk's Department. The Clerk's Department will then be responsible for circulating the application internally to applicable City departments and external agencies for review and comment. Upon receipt of all comments, the Clerk's Department will forward same to the Director of Public Works, or his/her designate, for final consideration.

The Director of Public Works, or his/her designate, may approve or deny the application. The Director of Public Works will have the authority to defer temporary street closure applications to Council, at their sole discretion. Additionally, applicants may submit their temporary street closure application to Council for review if their application is denied by City staff. In such a case, the Director of Public Works, or his/her designate, will prepare a Council report outlining the basis for which the application was denied.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter

STRATEGIC PLAN / POLICY IMPACT

Streamlining temporary street closings supports the strategic direction of delivering excellent customer service under the Service Delivery strategic focus area of the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-168 which delegates the authority for the processing and approval of temporary street closures to the Director of Public Works, or his/her designate, appears elsewhere on the agenda and is recommended for approval.

By-law 2017-169, being a by-law to amend Section 3 Paragraph (1) of By-law 2008-131, appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/hh

Attachment

\\CITYDATA\\Legal\\Staff\\COUNCIL REPORTS\\2017\\Council Report - Delegated Authority - Temporary Street Closures.docx

Schedule "A"

TEMPORARY STREET CLOSURE POLICY FOR SOCIAL, RECREATIONAL, ATHLETIC AND COMMUNITY EVENTS

SUBJECT: Temporary Street Closure Policy for Social, Recreational, Athletic, and Community Events.

PURPOSE: To ensure the processing of temporary street closing applications for social, recreational, athletic, and community events are done so in a consistent, efficient, and safe manner.

POLICY/PROCEDURE

A. Application and Permit Process

1. This Policy applies to requests for temporary street closings in the municipality of Sault Ste. Marie for the purposes of hosting social, recreational, athletic and/or community events that do not exceed twelve (12) consecutive hours in one (1) calendar day.
2. Applicants shall complete the City of Sault Ste. Marie Temporary Street Closure Application form (the "Application") in its entirety. Application forms shall be made available to the public via the City's website and in paper-copy at the City Clerk's Department. The Application form is attached to this Policy as Appendix "A".
3. Completed Application forms shall be submitted to the Clerk's Department, and shall be submitted at least thirty (30) days prior to the intended temporary street closing. Application forms may be submitted in the following manner:
 - a. Electronically to cityclerk@cityssm.on.ca;
 - b. By facsimile to 705-759-2310; or
 - c. In person at the City Clerk's Department, Civic Centre - 4th Level, 99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6.
4. Upon receipt, the Clerk's Department shall circulate the Application form and request review of same from the following City Departments and external agencies:
 - a. Sault Ste. Marie Police Services, Traffic Division;
 - b. Sault Ste. Marie Fire Services;
 - c. Sault Ste. Marie Emergency Medical Services;
 - d. Sault Ste. Marie Transit Services, including the Parking Division;
 - e. Sault Ste. Marie Legal Department;
 - f. Central Ambulance Communication Centre;
 - g. Downtown Association (*for Queen Street closings only*); and
 - h. Sault Ste. Marie's Community Services Department (*for temporary street closings affecting City parks and recreational facilities*).

The above-noted City Departments and external agencies shall have five (5) business days from the date of receipt to review the Application form and provide commentary to the Clerk's Department. (A copy of the application shall be provided to Public Works and Engineering Services, Traffic Division at the time of circulation.)

5. The Clerk's Department shall monitor and gather the commentary provided by the City Departments and external agencies identified in Section (A)(4). Once comments from all parties have been received, the Clerk's Department shall forward the Application form and comments to the City's Director of Public Works, or his/her designate, for consideration.
6. The Director of Public Works, or his/her designate, shall have ten (10) business days from the date of receipt, to evaluate the Application form and applicable comments and determine whether the Application shall be approved or denied.
7. The Director of Public Works, or his/her designate, shall advise the applicant as to the outcome of their Application and of any pertinent comments received from City Departments and external agencies identified in Section (A)(4). The applicant shall also be advised of any amendments required to their Application or further actions to be taken.
8. If the Application is approved and the applicant is an entity of the City, or if the event being hosted is a City Council-approved event, the City shall provide the following to the applicant:
 - a. A Road Closure Plan, in accordance with the Ontario Ministry of Transportation's Ontario Traffic Manual (Book 7 Temporary Conditions); and
 - b. The signage, barricades, cones, and other equipment necessary to ensure compliance with the Road Closure Plan.
9. If the applicant is hosting an event that is not a City-sponsored event, or the applicant is not a City entity, the applicant shall:
 - a. Close the City's street in accordance with the Ontario Ministry of Transportation's Ontario Traffic Manual (Book 7 Temporary Conditions); and
 - b. Supply the signage, barricades, cones, and other equipment necessary to ensure compliance with the Ontario Traffic Manual (Book 7 Temporary Conditions).
10. The Director of Public Works, or his/her designate, shall inform the Clerk's Department of his/her evaluation of the Application.
11. If the Clerk's Department receives confirmation that the Application has been approved, the Clerk's Department shall advise Corporate Communications of same so that public notice of the street closure can be made via the City's website. The Clerk's Department shall also give notice to City Council via the next available City Council Correspondence Agenda.

B. *Deferring Applications to City Council*

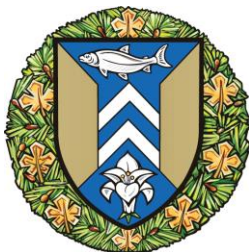
1. The Director of Public Works, or his/her designate, may defer an Application to City Council for review and consideration, at his/her sole discretion. In such a case, a report shall be submitted to City Council providing background on the temporary street closure request and the reason for deferring to City Council.
2. An applicant whose Application is denied may request that their Application be considered by City Council at the next regular Council Meeting, if practicable. Public Works shall submit a Council Report providing background on the temporary street closure request and the reasons for which the Application was denied.

C. *Fees*

1. There shall be no fee to submit an Application.

D. *Amendments to Policy/Procedure*

1. Minor amendments to the Application form and/or operational procedure for Temporary Street Closures may be made, as necessary, by the Director of Public Works, or his/her designate, and in conjunction with the City Departments and external agencies identified in Section (A)(4) of this Policy.



City of Sault Ste. Marie Temporary Street Closure Application Form (Please Print)

The purpose of this application is to request the City's approval to temporarily close a portion or the entirety of a City street. All applications are reviewed by City staff. City staff will contact you with an update on the outcome of this application.

Applications should be submitted **at least thirty (30) days prior** to the proposed closure date.

APPLICANT INFORMATION

First Name	Middle Initial	Last Name	
Mailing Address	City	Prov.	Postal Code
Primary Phone	Secondary Phone		Email

ORGANIZATION INFORMATION (if applicable)

Organization Name	Primary Phone		
Mailing Address	City	Prov.	Postal Code
Email Address			

ROAD CLOSURE TIMELINE

Date of road closure	Time of road closure From _____ a.m./p.m. to _____ a.m./p.m.
Date of road closure	Time of road closure From _____ a.m./p.m. to _____ a.m./p.m.
Date of road closure	Time of road closure From _____ a.m./p.m. to _____ a.m./p.m.

ROAD CLOSURE LOCATION(S)

Name of City street to be closed:	Between which reference points (i.e., civic addresses, intersections, or side streets) are you requesting the street to be closed?
	From: _____ To: _____

Name of City street to be closed: 	Between which reference points (i.e., civic addresses, intersections, or side streets) are you requesting the street to be closed? From: _____ To: _____
Name of City street to be closed: 	Between which reference points (i.e., civic addresses, intersections, or side streets) are you requesting the street to be closed? From: _____ To: _____

PURPOSE OF ROAD CLOSURE

Nature of Event	
Name of the Event	Approximate Number of Attendees (if applicable)
Will temporary structures be assembled on the closed portion of road? Yes No	

INSURANCE REQUIREMENTS

The applicant must meet insurance requirements to the satisfaction of the City Legal Department—usually \$2,000,000; however, more may be required. If the event to take place on the street is licenced to serve/sell alcohol, the amount of required insurance is \$5,000,000. The Corporation of the City of Sault Ste. Marie must be named as “Additional Insured” on the policy and proof of insurance must be filed with the Legal Department before the event can be hosted. Unless already submitted with a complementary event application (e.g. Downtown Event Application), the applicant must submit proof of insurance with the specifications listed above prior to the intended temporary street closing.
--

STATEMENT OF THE APPLICANT

I _____ hereby declare that the information and attachments provided in this application are, to the best of my knowledge, a true and complete representation of the purpose and intent of this application. I submit this application with the acknowledgement that the information contained in this application will be on file in the City of Sault Ste. Marie’s Clerks Department, will be circulated to various City departments for comments, and will be made available to the public upon request. Questions about this collection of information can be made to the City’s Legal Department (705-759-5400). Signature of Applicant: _____ Date: _____

INTERNAL USE ONLY (CLERK'S DEPT.)**INTERNAL USE ONLY (PUBLIC WORKS)**

Date received by Clerk's Dept.: _____

Date circulated: _____

☐ Police ☐ Fire Services ☐ EMS ☐ Transit☐ Legal ☐ CSD ☐ C.A.C.C. ☐ DTA

Date comments submitted to Public Works: _____

Application reviewed by: _____

☐ APPROVED ☐ DENIED

Date Applicant notified: _____

Date Clerk's Dept. notified: _____



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Freddie Pozzebon Chief Building Official / Property Standards Officer

DEPARTMENT: Community Development and Enterprise Services

RE: Demolition of 168 Church Street

PURPOSE

The purpose of this report is to request Council's approval to demolish a vacant single detached dwelling at 168 Church Street at a total cost of \$23,101.91.

BACKGROUND

On November 3, 2016, the Building Division issued an Order to Remedy Violation to repair or demolish the structure from the impact of a fire. The owner of the building did not excise the right to appeal the Order and therefore, the Municipality under the Ontario Building Code Act can remedy the order through demolition.

ANALYSIS

The owner has indicated in writing that there is no intent to make the appropriate repairs and have not filed any appeal with the Superior Court of Justice. Consequently, the deadline for filing any appeal has expired and the Order to Remedy is confirmed.

As there is no intent by the property owner to resolve this matter or maintain the condition of the property, the City must take action. Therefore, in consideration of the health and safety impact to the neighbours and community, it is prudent for the City to proceed with the removal of this structure as indicated in the Order to Remedy made under the Municipality's Property Standards By-Law 2012-09 pursuant to Section 15.2 of the Ontario Building Code Act.

FINANCIAL IMPLICATIONS

The cost of \$23,101.91 associated with the demolition will be recovered through property taxes; therefore, there will be no financial impact to the City.

Demolition of 168 Church Street

2017 08 21

Page 2.

STRATEGIC PLAN / POLICY IMPACT

This is not applicable strategic plan direction, but rather an enforcement issue related to the Ontario Building Code Act in the interest of public Safety.

RECOMMENDATION

It is therefore recommended that Council take the following action:

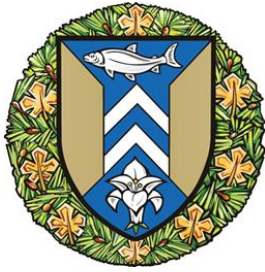
Resolved that the report of the Chief Building Official / Property Standards Officer dated 2017 08 21 be received, and the recommendation to proceed with the demolition of 168 Church Street at a cost of \$23,101.91 including HST, and that the cost associated with this action will added to the taxes for the subject property, be approved.

Respectfully submitted,

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

Freddie Pozzebon
Chief Building Official / Property
Standards Officer
705.5417151
f.pozzebon@cityssm.on.ca





The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Dan Perri, Municipal Services Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Road Closure – Simpson Street from Victoria Avenue to Wellington Street East

PURPOSE

The purpose of this report is to obtain Council approval to close Simpson Street from Victoria Avenue to Wellington Street East for a period of four weeks.

BACKGROUND

On July 5, 2017 the Committee of Adjustment approved the application to create three new multi-family lots on Simpson Street.

ANALYSIS

In order to service the three newly created lots, Simpson Street must be closed from Victoria Avenue to Wellington Street East.

Traffic is easily detoured via Victoria Avenue with little inconvenience to the public. Adequate signage will be placed at both ends of the closure, advising that the road is closed except to local traffic and residents will be notified by way of a hand delivered letter. Construction notices will be circulated to relevant agencies similar to Capital Works Projects to ensure service delivery to the residents of Simpson Street is not interrupted.

FINANCIAL IMPLICATIONS

There is no financial impact to the City.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services Engineer dated 2017 08 21 concerning the road closure of Simpson Street be received and that Simpson

Road Closure – Simpson Street from Victoria Avenue to Wellington Street East

2017 08 21

Page 2.

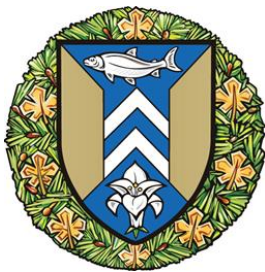
Street from Victoria Avenue to Wellington Street East be closed from 2017 08 22 to 2017 09 19.

The relevant by-law 2017-173 is located elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Dan Perri, P.Eng.
Municipal Services Engineer
705.759.5385
d.perri@cityssm.on.ca



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, Deputy CAO / City Clerk

DEPARTMENT: Corporate Services

RE: Ward Boundaries – Final Recommendation

PURPOSE

This report seeks Council's approval for the boundaries of a five (5) ward system to come into effect for the 2018 – 2022 term of Council.

BACKGROUND

A proposed set of boundaries for a five ward system was presented to Council at the 2017 07 17 Council meeting. A copy of the 2017 07 17 Council report is attached for reference.

Two public open houses were held on July 26, 2017 and August 2, 2017 to allow for community input. Attendance at the open houses totalled 25 persons with an additional 5 persons contacting or visiting the Clerk's Department at other times to obtain further information and provide feedback.

ANALYSIS

The feedback received from the public was generally favourable, with some persons expressing dissatisfaction not with the proposed boundaries but with the new composition approved by Council (10 members over a 5 ward system).

Staff did receive specific suggestions on revising the proposed boundaries. In response to these suggestions two revisions have been incorporated into the recommended boundaries.

The first revision concerns a small residential pocket on the south side of Wallace Terrace (Bloor Street West, Patrick Street, Adelaide Street, Carleton Avenue and Sherbourne Street). The boundary has been revised so that this residential area is added to the residential component on the north side of Wallace Terrace. The new boundary is similar to the existing boundary between the current wards 5 and 6.

The second revision concerns the residential neighbourhood area at the top of Bruce Hill. The boundary between wards 2 and 4 has been revised to keep this

neighbourhood wholly in one ward (ward 2). This also allows for an evening of the population distribution between wards 2 and 4.

Two additional suggestions for revision were received and investigated. One suggestion was to change the division line between wards 4 and 5 to a prolongation of Goulais Avenue. This suggestion was problematic in that it would bisect a census tract. As well, the proposed boundary of Old Goulais Bay Road is an existing physical delineation and the boundary between the former Townships of Korah and Tarentorus.

Another suggestion to significantly alter the proposed boundaries was investigated; however, the changes created new communities of interest, and while evening population, in the opinion of staff, did not adequately balance all of the principles of effective representation as outlined in the 2017 07 17 Council report.

The interest and suggestions from citizens was welcomed and appreciated.

As stated in the 2017 07 17 report, a population variance of up to 25% has been deemed acceptable when balanced against other principles of effective representation. The revised boundaries result in the following population distribution:

	Population	Percentage of Mean Population
Ward 1	17,886	115%
Ward 2	15,666	107%
Ward 3	14,507	99%
Ward 4	14,425	98%
Ward 5	11,884	81%
Total	73,368	
Mean	14,674	

The revised boundaries are recommended for approval so that staff may prepare for the 2018 municipal election. In accordance with the *Municipal Act*, the new boundaries will take effect on the day the new Council of the municipality is organized following the next regular election (December 3, 2018).

FINANCIAL IMPLICATIONS

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

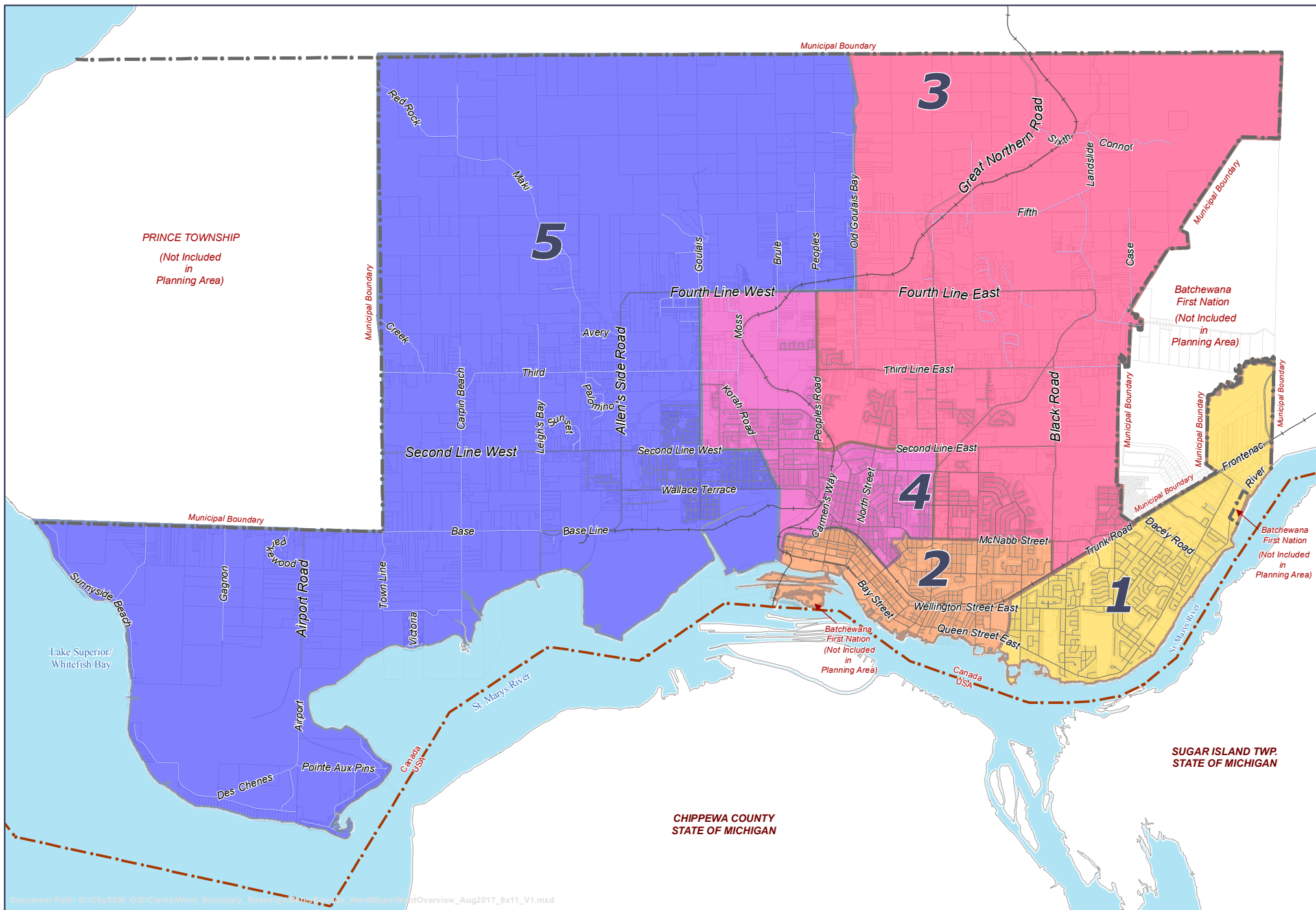
It is therefore recommended that Council take the following action:

The relevant by-law 2017-161 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



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



City of
Sault Ste. Marie

Ward Boundaries - 2017

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The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
August 15, 2017
This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N 0 250500 1,000 Meters
GCS North American 1983 1:100,000





City of
Sault Ste. Marie

Ward Boundary Revisions August 21, 2017 (Final)

Revision – Bruce Hill Area



- Revision proposed by staff and community members
- Allows the top of Bruce Hill to remain as a whole neighbourhood within one ward (Ward 2)
- Amends the population of Wards 2 and 4 closer to the mean



Revision – Wallace Terrace (South side)

- Revision suggested by a community member
- Allows a small residential pocket to remain in the same ward as the more extensive residential area on the North side



Population-5 Wards

	Population	Variance		
Ward 1	17,886	115%		
Ward 2	15,666	107%		
Ward 3	14,507	99%		
Ward 4	14,425	98%		
Ward 5	11,884	81%		
Total	73,368			
Mean	14,674			



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Implementation Plan for the Community Adjustment Committee Recommendations

PURPOSE

The purpose of this report is to seek Council approval to allocate funds to community development activities and implementation of recommendations from the Community Adjustment Committee.

BACKGROUND

In November 2015, Essar Steel Algoma Incorporated (ESAI) was granted creditor protection under the Companies Creditors Arrangement Act (CCAA) for its \$1.2 billion debt, the latest in a series of bankruptcy proceedings over the past 40 years. This came on the heels of Tenaris Algomatubes Inc. closing its plant in October 2015 and in the course of OLG completing a modernization strategy.

On March 7, 2016 City Council approved a report from the CAO on the planned response to ESAI's restructuring plans and other economic impacts. As part of this report, staff recommended that the City apply through the Community Adjustment Program administered by the Ministry of Training, Colleges and Universities, now the Ministry of Advanced Education and Skills Development (MAESD), to initiate an action plan.

The City's application to MAESD was successful and on April 25, 2016, the province announced \$200,000 in funding. The City of Sault Ste. Marie committed a further \$50,000 in in-kind resources to support this initiative. As part of the program, a Community Adjustment Committee (CAC) was struck. Under the MAESD program criteria membership was to come from a wide variety of sectors including business, economic development organizations, education, employment service providers, health services, the municipality, social services and unions. The Committee has been assisted in their work by senior resource persons from the Ministry of Advanced Education and Skills Development,

Ministry of Northern Development and Mines, Algoma Workforce Investment Corporation and the Economic Development Corporation as well as City staff. Dr. Gayle Broad was appointed as the CAC Committee Chair and the Committee was supported by a full-time project coordinator.

The summary report was presented to Council at its meeting of June 26th, 2017 at which time Council passed a resolution that the Final Recommendations of the Community Adjustment Committee be received as information and that City Council:

1. Endorse the plan as a key stakeholder;
2. Assign responsibility for coordinating 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.

The current Council report addresses items #2 and #3 from above and provides recommendations for the first phase of implementation of the Community Adjustment Committee recommendations.

In addition, this report was developed with the insight gained from the recently completed economic development review process and discussions with the Sault Ste. Marie Economic Development Corporation (SSMEDC) and Sault Ste. Marie Innovation Centre (SSMIC).

ANALYSIS

The purpose of the Community Adjustment Program was to develop a multifunctional plan for the broader community as a whole. The Committee was tasked to think beyond specific sector needs and address urgent issues for the entire local economy including community infrastructure, social development, labour force development, education and training development, and business retention and expansion.

To achieve this, the Committee adopted a Four Pillar framework throughout its mandate with specific recommendations for Economic Growth and Diversity, Social Equity, Cultural Vitality, and Environmental Sustainability (Appendix A, Slide 5).

As described in the attached summary report, there were eight overarching goals. Each of these goals supported all or several of the Four Pillars. In addition, there were an additional 27 recommendations specific to the individual pillars. These recommendations were created in part by an extensive community engagement process involving numerous meetings, open houses, presentations,

and responses to the FutureSSM.ca website. In all, nearly 5,000 members of the community participated in this process.

Implementation requires extensive community participation. This cannot be emphasized enough. Many of the goals and recommendations can only be implemented if the various economic, social, educational and cultural organizations take responsibility and work together.

To address the scope of the project and ensure ongoing community participation, a first step in the process is to activate the Community Roundtable recommended by the CAC. A framework has been developed (Appendix B) which will include a number of sub-committees each addressing a specific sector and defined tasks. A lead from each sub-committee will make up the Community Roundtable along with the Mayor, CAO and Deputy CAO, CDES.

This Community Roundtable framework is the cornerstone of the implementation of the recommendations from the CAC and the City's approach to community development. In order to succeed, community organizations, private sector businesses, educational institutions and citizens need to be working together in a fashion that is aligned and builds momentum.

Each sector sub-committee will be provided and develop specific tasks to study and make recommendations on a path forward. These activities will be coordinated and communicated across all sector groups so that awareness is created and opportunities for collaboration increased.

The Community Roundtable will try to leverage existing groups as much as possible to avoid "re-inventing the wheel." For example, we already have in place and ICT Roundtable, tourism groups and the Algoma Leadership Table (ALT).

On the Economic Diversity and Growth pillar, City staff will be working closely with the SSMECD and SSMIC to advance economic development services under the terms of the new MOU (currently being developed and to be brought to Council for approval in the Fall).

Coordinating the Community Roundtable and implementation of Community Development activities will require dedicated human resources and corresponding budgets (e.g. community promotion). There were also some gaps identified in the work undertaken by the CAC that identified a need for dedicated staff (e.g. arts and culture development, workforce development).

A draft budget has been developed (Appendix C) that outlines the first phase implementation over a three year period. The budget includes:

- Project Staff – this will consist of five dedicated project staff with the following roles:

- Project Manager – this individual will be accountable for managing project staff, coordinating community roundtable activities, overseeing the re-development of the Economic Development Fund and subsequent administration and community engagement activities.
- Labour Force Development Coordinator – this individual will be accountable for working with local employment organizations to coordinate workforce development projects. This includes liaising with employers on employment needs projections, working with the education sector on student engagement programs, analysing immigration opportunities, implementing immigration outreach programs and developing a network of Sault Ste. Marie ex-patriots. This last item, developing a network of Sault ex-patriots, has already been under development with Councilor Christian and initial planning for an inaugural event in Toronto is underway. All of these activities have the objective to establish a talent pipeline for the community.
- Arts and Culture Coordinator – this individual will act as an advocate and catalyst for the arts and cultural sector. They will work with the arts and culture stakeholders in SSM to identify priority projects that will enhance this sector. Further, they will also work to advance the film and digital sector and work to implement policies that will streamline efforts to support productions in Sault Ste. Marie.
- Community Promotion Coordinator – this individual will work with our Corporate Communications team to implement the strategic plan for community promotion and outreach activities. This will include coordinating online, social media, print and local campaigns in a targeted, cost-effective manner.
- Algoma Leadership Table Coordinator – this role is proposed to be co-sponsored with members of the Algoma Leadership Table (ALT). The role will involve the coordination of the ALT meetings and the advancement of priority initiatives identified by the ALT stakeholders as priority items including reducing the number of people living in poverty, strengthening the relationship with Indigenous peoples and communities, increasing the number of community members who feel that Sault Ste. Marie is a safe, welcoming and inclusive place that supports their wellbeing and implementing solutions that will enable the community to exceed the provincial average on recognized domains of growth and development for children and youth.

Accompanying these staff, funds are required to provide budget resources for project staff to carry out their duties. A high level budget has been created which

provides these funds as well as an allowance for computers/phones for project staff.

A budget is also being forged to engage with consultants and experts to facilitate sector development activities. It is envisioned that these resources will be deployed to:

- Community promotion – resources for community promotion and outreach activities. This includes the development of a website, videos, marketing materials and an allowance for targeted advertising initiatives.
- Education sector initiatives – a major priority from the CAC report was the advancement of lifelong learning and development of our post-secondary institutions. This budget line item will be utilized to advance education sector initiatives that align with identified community priorities and will create new jobs in the community.
- Consulting – a number of potential initiatives were identified as part of the CAC process. Once proper due diligence has been undertaken by sector experts, the Community Roundtable and sub-committees, a budget line item has been created to enable consultants to assist with items such as concept drawings, business case completion and strategy. This could also include contributions towards initiatives such as the creation of a Community Energy Plan.

The resources to fund this implementation are proposed to come from the City of Sault Ste. Marie (utilizing resources recently approved to be reallocated from the SSMEDC) and other levels of government. Applications will be made for grant funding from the Federal and Provincial government (e.g. the Northern Ontario Heritage Fund Corporation, FedNor and other sources of government funding). In this way, the City will leverage the investment it will make into community development activities.

As the paragraphs above indicate, a number of these budget items may be revised based on funding commitments from other levels of government and the final recommendations provided by subject matter experts within each sector. Therefore, Council is being asked to commit \$444,656 towards the implementation plan presented to enable staff to begin discussions with other levels of government. Should the funding from these sources not reach the budget outlined, staff will return with a revised budget.

Further, within the project, staff will be returning to Council to authorize individual project expenditures according to the regular City approval policy.

FINANCIAL IMPLICATIONS

The City's contribution towards this implementation will come from funds approved by City Council to be reallocated from the Sault Ste. Marie Economic Development Corporation at the July 31st, 2017 special Council meeting.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors exactly the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

The implementation plan will also address the focus area of “Community Development and Partnerships” and its priorities including Create Social and Economic Activity, Develop Partnerships with Key Stakeholders and Maximize Economic Development and Investments.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 08 21 regarding the implementation plan of the Community Adjustment Committee recommendations be received as information.

Further, that Council authorize staff to invest \$444,656 in the implementation plan in 2018 using funds recently reallocated from SSMEDC.

Further, that Council authorize staff to develop funding applications to seek support for the implementation plan and leverage the City investment into this project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Vair", with a stylized horizontal line underneath.

Tom Vair
Deputy CAO, Community Development and Enterprise Services
705.759.5264
t.vair@cityssm.on.ca

PEOPLE

PLACE

PROSPERITY

2017

20YRS.

2037

Our collective
future.

Implementation Plan - A Common Cause and
New Direction For **Sault Ste. Marie.**

.....



SAULT STE. MARIE IS A GREAT COMMUNITY.

Our location is a defining strength:



We live at the heart of the greatest fresh water resource in the world ■



Are surrounded by natural power generation ■



A stone's throw to Canada's largest trading partner ■

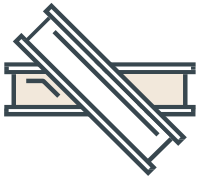


With some of the best mountain biking, skiing, hiking, sailing, camping, and cottage country in North America ■

SSM

We have what it takes to be a growing and vibrant city, but to become one we have to acknowledge some difficult realities and work together as a community in common cause and direction.

HERE ARE A FEW OF THOSE DIFFICULT REALITIES:



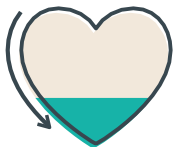
Our economy is stagnant and is largely dependent on a single industry.

Essar Algoma is in the midst of its third restructuring since 1992.



The demographics of our community are working against us, out net migration continues, and the elementary, secondary and post-secondary student population is decreasing.

We have a current median age of 45.7, compared to the provincial average of 40.4.



The social (health, well-being, and education) metrics of our community are falling below acceptable standards.

Too many of our children are going to school hungry and not enough are finishing high school.



A COMMON CAUSE AND NEW DIRECTION

The time to act is now and this document is being offered as the common cause and direction. It should not be read as a final prescription but as a beginning that starts like this:

“

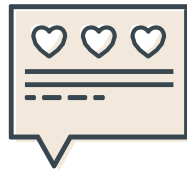
We want Sault Ste. Marie to be a vibrant city with a population of 100,000 by 2037. We will invest in our People. We will celebrate our Place. We will create Prosperity.”



HOW ARE WE GOING TO GET THERE?



ECONOMIC
GROWTH &
DIVERSITY



SOCIAL
EQUITY



CULTURAL
VITALITY

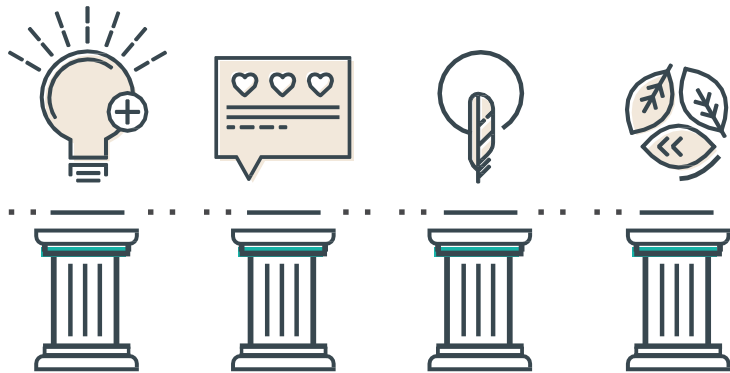


ENVIRONMENTAL
SUSTAINABILITY

Focusing on these four pillars will build a world class community and allow us to achieve our goals.

OVERARCHING GOALS

There were a number of priority goals that came up time and again and spanned multiple pillars.



These are broad goals that will help support the development of all four pillars, and as such are a high priority.



1

Promote our community

2

Refocus economic and community development

3

Build our labour force

4

Grow our post-secondary institutions

5

Invite immigration and welcome newcomers

6

Advance Indigenous relationships

7

Improve community well-being

8

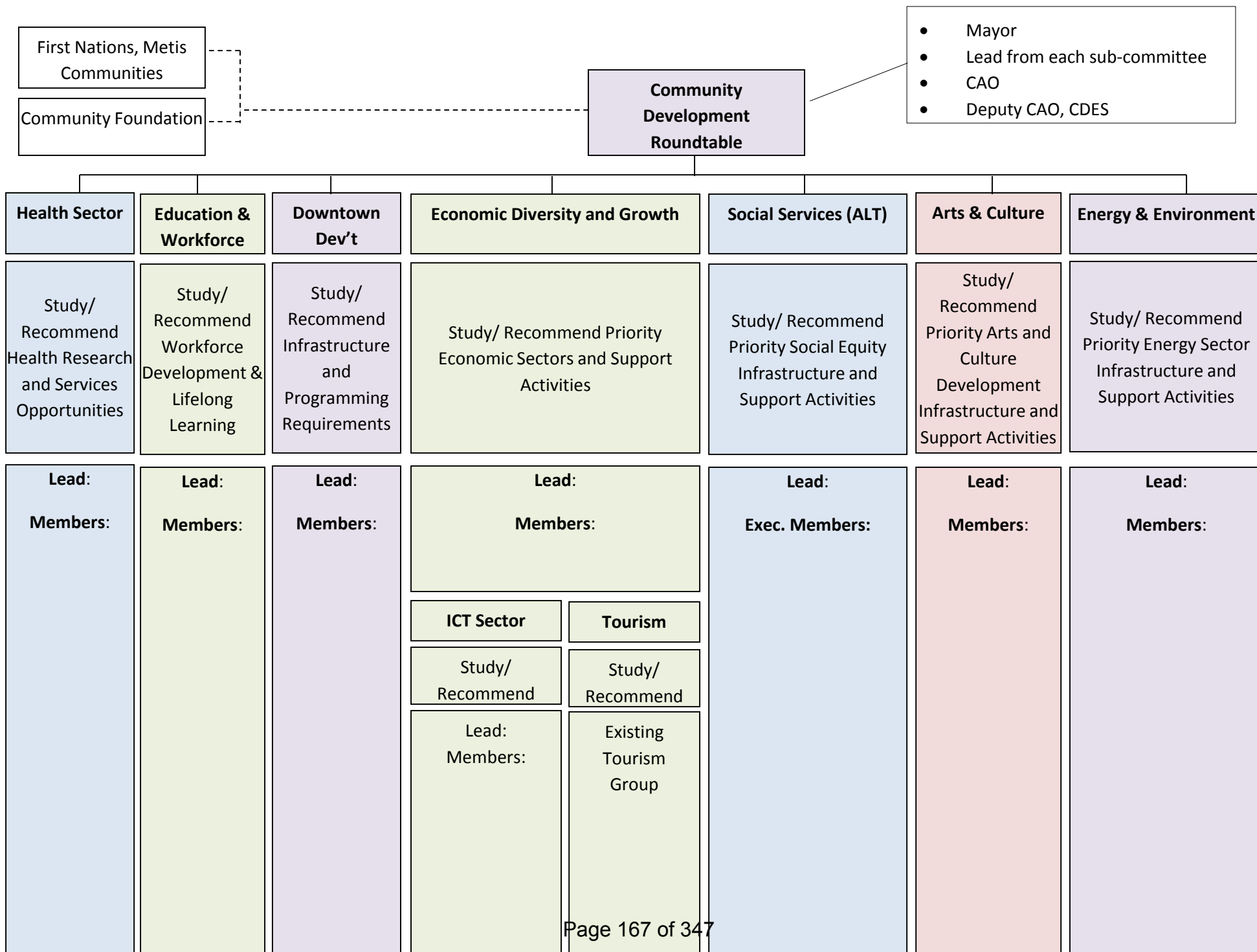
Revitalize our downtown

Implementation Plan

A cornerstone for the project is to have wide engagement across the community.

COMMUNITY ROUNDTABLE:

- Community alignment and collaboration
- Build momentum
- Sub-committees provided with specific tasks for recommendation
- Leverage existing groups



FUTURE STATE: 01

Economic Growth and Diversity



E
G
D

Sault Ste. Marie will be recognized as a smart, growing, high quality-of-life community that is the home of dynamic industrial sectors, life-enhancing research and progressive post-secondary institutions. As a result, our community will attract talent and capital, and will support a strong entrepreneurial ecosystem.

.....

RECOMMENDATIONS:

Grow from within

EGD-01

Grow from within by supporting the expansion of existing companies and by enhancing the entrepreneurial ecosystem across the community. There is a significant opportunity to generate GDP and revenue by helping already established businesses and local start-ups expand to sell to markets outside of Sault Ste. Marie and the Algoma Region.

Post-secondary education

EGD-02

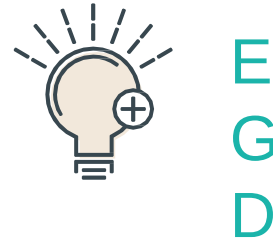
Support efforts of all educational institutions to establish new programs—including graduate and professional programs— and to attract students from outside the community.

EGD-03

Encourage and support collaboration of post-secondary institutions with industry to build a labour force for the future.

FUTURE STATE: 01

Economic Growth and Diversity



RECOMMENDATIONS:

EGD-04

Information technology

Encourage our post-secondary entities to establish programs in the emerging areas such as block chain, Artificial Intelligence, and 3D printing.

EGD-05

Continue efforts to develop the gaming cluster based on existing community strengths.

EGD-06

Develop world class Internet expertise with the best high-speed Internet connectivity in Ontario and best of breed utilization of the Internet to market and sell globally.

Global Tourism

EGD-07

Develop new place-based tourism infrastructure and products in the community and surrounding area.

EGD-08

Pursue new global markets to identify our community and region as a premier destination.

EGD-09

Support the growth of the Agawa Canyon Tour Train and Searchmont.

EGD-10

Pursue UNESCO heritage site designation for the St. Mary's River.

Research

EGD-11

Establish research clusters to focus on emerging areas within health care, energy, food/agriculture, and I.T.

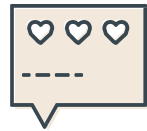
Business Development

EGD-12

Foster a pro-business and entrepreneurial environment in municipal government that encourages growth and development.

FUTURE 

STATE: 02



SE

Social Equity

Sault Ste. Marie will be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life, and is able to realize their full potential.

.....

RECOMMENDATIONS:

SE-01

Reduce the number of people living in poverty to below the provincial average by 2027.

SE-02

Strengthen the relationship with Indigenous peoples and communities.

SE-03

Increase the number of community members who feel that Sault Ste. Marie is a safe, welcoming and inclusive place that supports their wellbeing.

SE-04

Exceed the provincial average on recognized domains of growth and development for children and youth.

FUTURE STATE: 03



Cultural Vitality

Sault Ste. Marie celebrates its history, natural and cultural heritage, and diverse identities, transforming the city into a global centre of cultural excellence through inclusive, broad-based, meaningful participation in the sector with continual renewal and growth of its creative economy.

.....

RECOMMENDATIONS:

CV-01

Create a full-time City staff position to act as an advocate and catalyst for the arts and cultural sector.

CV-02

Update the City Cultural Policy and develop a Cultural Plan.

CV-03

Develop a sustainable funding model incorporating both public and private support to further develop cultural facilities, organizations, and events.

CV-04

Market our city as a preferred location for film and digital media production.

CV-05

Assist and coordinate efforts to develop and market our artists.

CV-06

Foster a culture of creativity and excellence by celebrating arts and culture, and providing diverse opportunities for creative expression and professional development.

FUTURE STATE: 04

Environmental Sustainability



Sault Ste. Marie will be recognized as a leader in Environmental Sustainability and Alternative Energy that has a superior quality-of-life based on natural environment and excellent air, soil, and water quality.

.....

RECOMMENDATIONS:

ES-01

Develop a comprehensive Community Energy Plan to discover new energy savings, technology applications, and investment opportunities.

ES-02

Investigate the expansion of the current City recycling program.

ES-03

Establish a working group with companies and groups currently engaged in alternative energy to explore both expansion and new energy technology opportunities.

ES-04

Consider expanding the Environmental Initiatives Committee's mandate to a broad-based community approach.

ES-05

Protect and encourage growth in farm-scale production and support Rural Agri-Innovation Network (RAIN) developing into a Centre of Excellence for Sustainable Northern Agriculture.

3,2,1

It's go time.



We need to act with urgency to build a brighter future for Sault Ste. Marie. Goals and the related recommendations are offered as a suggested approach and path forward. They will take significant time, effort, and most importantly, buy-in from stakeholders and the community at large. Great things can happen if people come together and work for a common cause for the broader community benefit.

In that spirit, we suggest that the appropriate next steps are as follows:



Implementation Resources

Our funding strategy is to utilize reallocated economic development funding as a base and submit applications to other levels of government to leverage City investment

RESOURCES REQUIRED:

- Staff resources to coordinate activities
- Budgets to address specific recommendations (e.g. community promotion)
- Dedicated resources to address gaps identified (e.g. arts and culture development, workforce development)

Draft Budget *subject to funding contributions

	Year One	Year Two	Year Three	Total
Project Staff	\$ 501,146.10	\$ 501,146.10	\$ 501,146.10	\$ 1,503,438.30
Project Manager				
Labour force development (incl. immigration)				
ALT co-resource				
Arts and Culture Manager				
Communications Manager				
Sector Budgets	\$ 49,375.00	\$ 44,500.00	\$ 44,500.00	\$ 138,375.00
Project Manager Budget				
Labour Force Development (incl. Sault Network)				
Arts and Culture				
Equipment & Phones				
Consultants & Marketing				
City Identity & Promotion	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00
Education Sector Initiatives	\$ 200,000.00	\$ 300,000.00	\$ 300,000.00	\$ 800,000.00
Consulting (Business Case, Facility Development, Strategy)	\$ 120,000.00	\$ 220,000.00	\$ 70,000.00	\$ 410,000.00
<i>Sub-total</i>	<i>\$ 420,000.00</i>	<i>\$ 620,000.00</i>	<i>\$ 470,000.00</i>	<i>\$ 1,510,000.00</i>
Capital Projects				
Makerspace	\$ 80,000.00	\$ 80,000.00		\$ 160,000.00
Phase I Total	\$ 1,050,521.10	\$ 1,245,646.10	\$ 1,015,646.10	\$ 3,311,813.30

Budget Notes

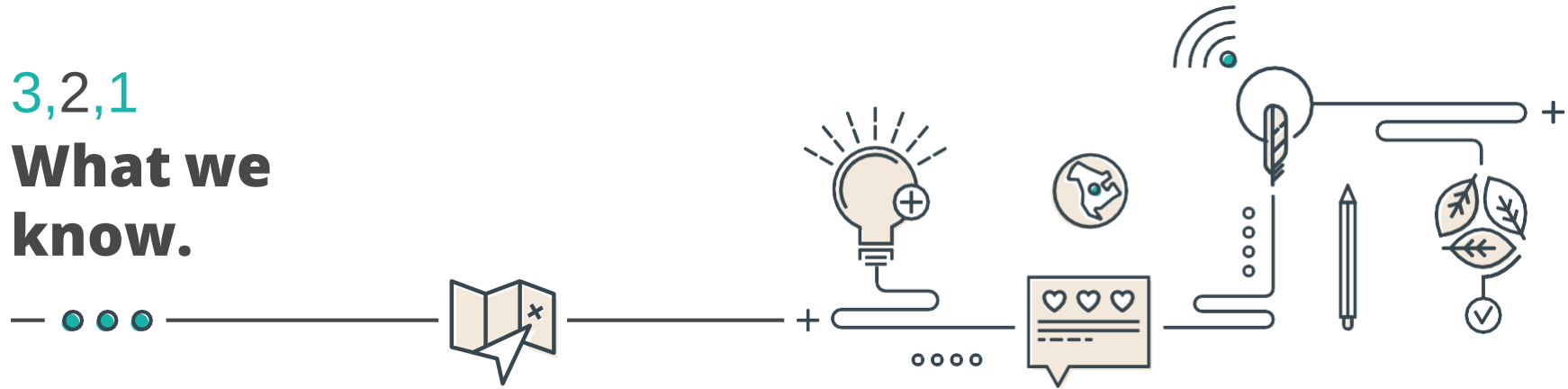
- These budget items may be revised based on:
 - Funding commitments from other levels of government
 - Final recommendations provided by subject matter experts within each sector
- Council is being asked to commit \$444,656 towards the implementation plan presented
- Should other government funding not reach the target outlined, staff will return with a revised budget
- Staff will be returning to Council to authorize individual projects according to City spending approval policy as project proceeds

CAC Implementation Plan – Recommendation Follow-up		
Overarching Goals	Lead	Action/Notes
Promote our community	City of SSM	Trajectory engaged and promotion included in budget
Refocus economic and community development	City of SSM	Working with SSMEDC and SSMIC to revise MOU's
Build our labour force	City of SSM	Budget for Labour Development role
Grow our post-secondary institutions	A.U. & S.C.	Budget line item identified for support
Invite immigration and welcome newcomers	L.I.P.	Labour force development role can also assist
Advance indigenous relationships	City of SSM	City of SSM already in discussions
Improve community well-being	ALT	Co-resource proposed in budget
Recommendations		
EGD-01 - Grow from within by supporting local business	EDC/SSMIC	Collaboration with CDC, Chamber of Commerce
EGD-02 - Support efforts of all educational institutions to establish new programs	AU/SC	
EGD-03 - Collaboration with PSE for labour force for the future	City of SSM	Labour force development role to coordinate
EGD-04 - Encourage PSE to establish programs in emerging areas	AU/SC	Labour force development/SSMIC/EDC to assist
EGD-05 - Continue to develop gaming cluster	SSMIC	
EGD-06 - Develop world class internet infrastructure & expertise	SSMIC	
EGD-07 - Develop new place based tourism infrastructure and products	EDC - Tourism	
EGD-08 - Pursue global markets to drive tourism	EDC - Tourism	
EGD-09 - Support growth of Agawa Canyon and Searchmont	EDC - Tourism	
EGD-10 - Pursue UNESCO Heritage designation	EDC - Tourism	
EGD -11 - Establish research clusters within health, energy, agriculture, IT	SSMIC/AU/SC/Private Sector	
EGD-12 - Foster pro-business environment in municipal government	City of SSM	

CAC Implementation Plan – Recommendation Follow-up (cont'd)		
SE-01 - Reduce the number of people living in poverty below provincial average by 2027	Social Services/Private Sector	
SE-02 - Strengthen the relationship with indigenous peoples and communities	City of SSM	
SE-03 - Increase the number of community members who feel that Sault Ste. Marie is a safe, welcoming and inclusive place that supports their wellbeing.	City of SSM	This requires community wide collaboration
SE-04 - Exceed the provincial average on recognized domains of growth and development for children and youth	ADSB/HSDCSB	
CV-01 - Create full time City staff person to be advocate and catalyst for arts sector	City of SSM	
CV - 02 - Update the City Cultural Policy and develop a Cultural Plan	City of SSM	Duty of new Arts & Culture Coordinator
CV-03 - Develop a sustainable funding model incorporating both public and private support to further develop cultural facilities, organizations, and events.	City of SSM	Duty of new Arts & Culture Coordinator
CV-04 - Market our city as a preferred location for film and digital media production.	City of SSM	Duty of new Arts & Culture Coordinator
CV-05 - Assist and coordinate efforts to develop and market our artists	City of SSM	Duty of new Arts & Culture Coordinator
CV-06 - Foster a culture of creativity and excellence by celebrating arts and culture, and providing diverse opportunities for creative expression and professional development.	City of SSM/Private Sector	
ES-01 - Develop a comprehensive Community Energy Plan to discover new energy savings, technology applications, and investment opportunities	SSMIC	
ES-02 - Investigate the expansion of the current City recycling program	City of SSM	
ES-03 - Establish a working group with companies and groups currently engaged in alternative energy to explore both expansion and new energy technology opportunities.	SSMIC	
ES-04 - Consider expanding the Environmental Initiatives Committee's mandate to a broad-based community approach.	City of SSM	
ES-05 - Protect and encourage growth in farm-scale production and support Rural Agri-Innovation Network (RAIN) developing into a Centre of Excellence for Sustainable Northern Agriculture	SSMIC	

3,2,1

What we know.



1

*We know that our community is endowed with resourceful and hard-working **people**, ones who are ready to collaborate and contribute in positive ways.*

2

*We know that we are fortunate to live in an area with a tremendous sense of **place**, a sense that is transmitted by our geography, history, and surrounding environment.*

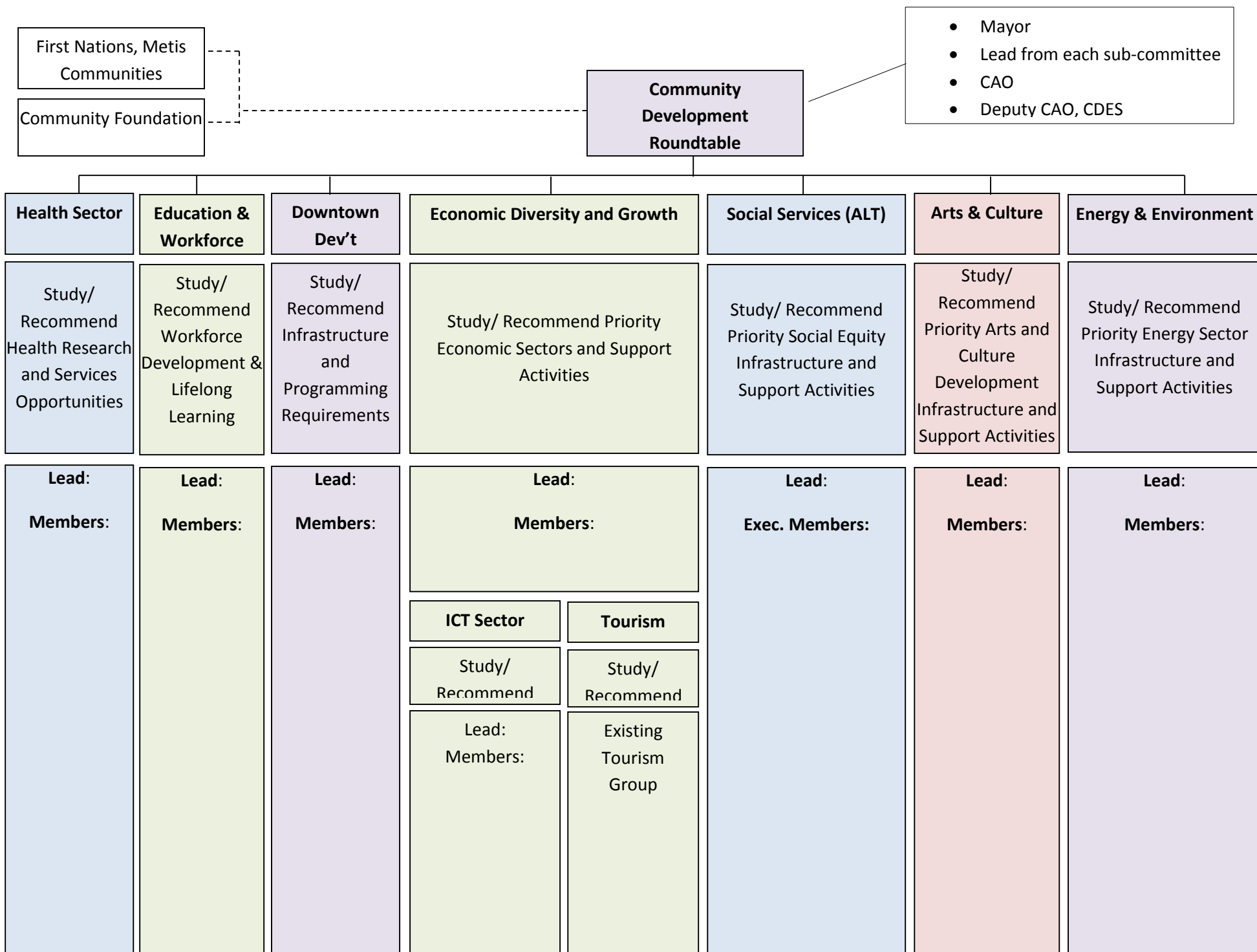
3

*By creating alignment, coordinating actions, and making decisions in accordance with the four pillars approach, we know that Sault Ste. Marie can achieve sustainable and dependable **prosperity**.*

PEOPLE

PLACE Futuressm.com

PROSPERITY



Appendix C - Draft Community Development Budget

	Year One	Year Two	Year Three	Total
Project Staff	\$ 501,146.10	\$ 501,146.10	\$ 501,146.10	\$ 1,503,438.30
Project Manager				
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-8-17-Z – 120 Simpson Street

PURPOSE

The applicant is seeking Council's approval to rezone the subject property to facilitate the addition of a second dwelling unit in the basement of the existing dwelling, with no exterior alterations.

PROPOSED CHANGE

The applicant, Stacey Estabrooks is seeking Council's approval to rezone the subject property from Single Detached Residential Zone (R2) to Single Detached Residential Zone with a Special Exception (R2.S) to permit a second dwelling unit to be located in the basement of the existing home, subject to the following special provisions:

1. That the required parking spaces be reduced from three (3) to two (2) spaces;
2. That the required parking spaces be permitted to be stacked; and
3. That the north interior side yard be reduced to 0m, for the existing residential building only.

Subject Property:

- Location – The subject property is located on the east side of Simpson Street, approximately 21m (69') north of its intersection with Queen Street East.
- Size – Approximately 16.7m (55') frontage by 56.8m (186') depth totalling 948.6m² (10,211ft²).
- Present Use – Single Detached Residential
- Owner – Stacey Estabrooks

BACKGROUND

There have been no previous applications upon the subject property.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan.

The following Residential Policies within the OP support this application:

R.3 Medium and density dwellings may be integrated into low density areas subject to rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The above noted Residential Policies support small scale intensification, which includes 'apartments in houses'. In this particular case, adequate infrastructure (sewer & water) exists to support the proposed basement dwelling unit.

The housing policies of the OP *'integrate social and economic aspects of creating and providing adequate and affordable dwellings throughout the municipality to satisfy our projected need'*. To this end, specific housing policies speak to providing a full range of housing types, with special regard for the provision of affordable housing.

It is recognized that residential conversions of this nature often result in the creation of affordable dwelling units.

There are no physical constraints or natural heritage features identified upon the subject property or adjacent lands.

Provincial Legislative Framework

It is worth noting that since 2005, the Province has strengthened the overall legislative framework to support 'second units', which include among other things, basement dwellings. In 2005 the Planning Act was amended to state that local planning decisions 'shall be consistent with' the Provincial Policy Statement, which contains specific policies encouraging mixed residential neighbourhoods and 'second units'.

In 2011, the *Strong Communities Through Affordable Housing Act*, amended the Planning Act:

1. Requiring OP policies to permit the construction of second units in single detached, semi-detached, row houses, and accessory buildings;
2. Requiring zoning by-laws to contain regulations to permit second units; and
3. Restricting appeals (to the OMB) of approved applications to permit second units.

Ontario's updated *Long-Term Affordable Housing Strategy 2016* continues this effort, with a focus on reducing the cost of constructing second units by:

1. Proposing changes to the Ontario Building Code to reduce the cost of construction of a new dwelling with a second unit; and
2. Amending the *Development Charges Act, 1997* to exempt second units in new dwellings from development charges in the same manner as second units in existing dwellings are exempted.

Suffice to say the Provincial Planning framework supports second units in most urban residential neighbourhoods, and a stronger local policy framework will need to be developed as part of the New Official Plan Project. Although a number of primarily single detached neighbourhoods were rezoned in 2005 to permit a wider variety of housing types, Provincial Policy may require the inclusion of 'second units' without the need for a rezoning in the majority of urban residential areas. This broader discussion is beyond the scope of this particular application, and will be reviewed as part of the new Official Plan Project.

Comments

The applicant is seeking Council's approval to create a basement apartment unit within the existing single detached dwelling. Further approvals are required to reduce the number of required parking spaces from three (3) to two (2), and to permit those parking spaces to be 'stacked' (one behind the other).

Referring to the applicant's site plan attached, two stacked parking will be provided upon the single driveway, beside the existing dwelling. Not including the garage, there is room to accommodate three vehicles upon the portion of the driveway beside the home, without encroaching beyond the front wall of the building and into the front yard; therefore, although the required parking is being reduced, there is ample room to provide a third 'visitor' parking space, without any significant encroachment into the front yard.

The 'stacked' nature of the parking will require some coordination among tenants, which is appropriate and achievable given the small scale nature (2-dwelling units) of the development.

The applicant is also seeking approval to reduce the north interior side yard setback requirement to 0m, which simply recognizes and legalizes the existing footprint which is in very close proximity to the north side lot line. It is recommended that this setback reduction apply to the existing dwelling only.

The applicant is cognizant of the character of this 'heritage neighbourhood', and the overall approach of not altering the exterior of the property will ensure the maintenance of the area's heritage character.

Consultation

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

- See attached letters – Building Division, Municipal Heritage Committee
- No objections/comments – Engineering Division, CSD, Fire Services

Correspondence from the Building Division notes that a building permit will be required to add the second dwelling unit, which will require the services of a licensed designer, and may result in a number of retrofits to achieve Ontario Building Code compliance.

Correspondence from the Municipal Heritage Committee notes no objections to the application, provided there are no additional parking spaces created in the front yard. As previously mentioned, the applicant has no intentions of making any exterior alterations to facilitate this proposal. Furthermore, in this particular instance, Section 5.3.3.A of Zoning By-law 2005-150 does not permit required parking to be located within a required front yard. In this particular case, the required front yard is 7.5m (25') and the house is currently setback approximately 12m (39') from the front lot line. Technically, a standard 5.8m (19') long parking space would not fit in the area between the required front yard and the front wall of building; however given the heritage character of this neighbourhood, and the aesthetic impact of utilizing a portion of the front lawn for a parking space, it is appropriate to include a condition that prohibits utilizing the front yard area, beyond the extent of the driveway for parking.

Up to the drafting of this Report, no formal comments or objections have been received from neighbours who were circulated.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not linked to any specific policies contained within the Corporate Strategic Plan.

SUMMARY

The applicant's proposal to construct an additional dwelling unit within the existing single detached home represents an appropriate residential intensification opportunity, which is supported by Provincial Policy and current Residential Policies within the Official Plan.

The relatively deep lot is large enough to support appropriate parking and outdoor amenity areas. It is Planning Staff's opinion that approval of this application will not negatively impact the heritage character of this established neighbourhood.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2017 08 21 concerning Application A-8-17-Z be received and that Council rezone subject property from Single Detached Residential Zone (R2) to Single Detached Residential Zone with a Special Exception (R2.S) to permit a second dwelling unit to be located in the basement of the existing home, subject to the following special provisions:

1. That the required parking spaces be reduced from three (3) to two (2) spaces;
2. That the required parking spaces be permitted to be stacked;
3. That the north interior side yard be reduced to 0m, for the existing residential building only; and
4. That parking be prohibited within the front yard area, beyond the extent of the single driveway.

Respectfully submitted,



Peter Tonazzo, RPP

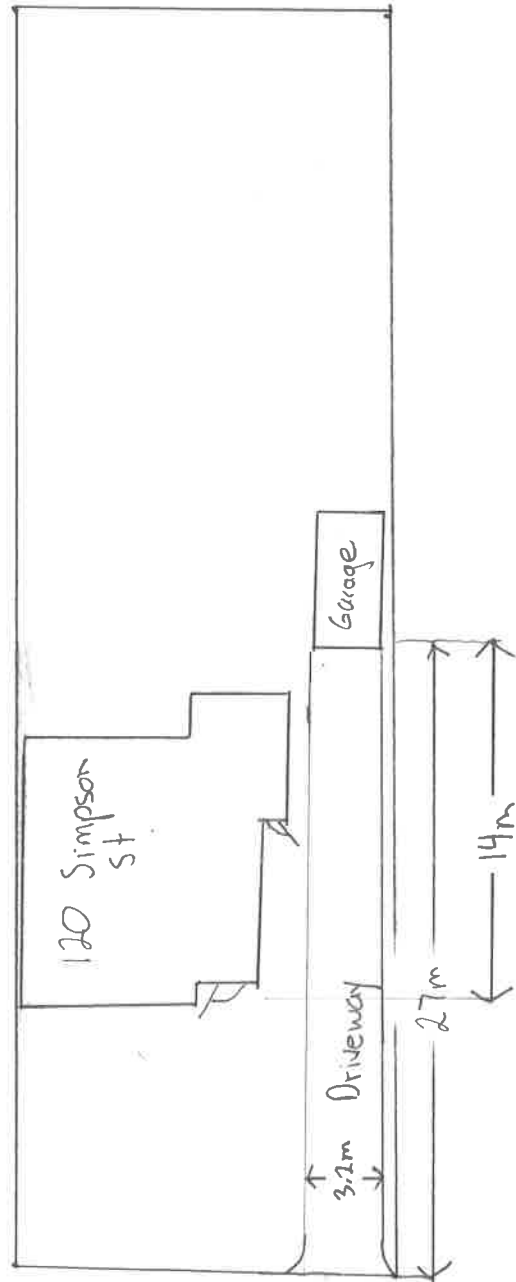
Senior Planner

705.759.2780

p.tonazzo@cityssm.on.ca

PT/ps

Attachment(s)



Simpson St

Pat Schinners

From: Don McConnell
Sent: Monday, July 24, 2017 2:17 PM
To: Pat Schinners
Subject: FW: 120 Simpson Street
Attachments: 20170714152512.pdf

From: Frankie Bumbaco
Sent: Friday, July 14, 2017 3:27 PM
To: Don McConnell
Subject: 120 Simpson Street

Good afternoon Don,

I have reviewed the Building Division's files and did not find any non-conformity issues, drainage issues, complaints, etc.

However I just wanted to point out that a permit through the building division would be required to add the second dwelling unit.

If you have any questions or concerns please do not hesitate to contact me.

Sincerely,



Frankie Bumbaco

**PLANS EXAMINER
BUILDING DIVISION**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CIVIC CENTRE • 99 FOSTER DRIVE • SAULT STE. MARIE, ON, P6A 5X6
TEL: (705) 759-5398 FAX: (705) 541-7165
EMAIL: f.bumbaco@cityssm.on.ca



2017 07 11

TO: N. Kenny, City Solicitor
D. Perri, Municipal Services Engineer
S. Hamilton Beach, Director, Public Works
F. Pozzebon, Chief Building Official
T. Vair, Deputy CAO, Community Development & Enterprise Services
R. Harten, Manager of Engineering, PUC
J. Fischer, Administrative Assistant, Engineering, PUC
T. Dodds, CEO, E.D.C.
P. Milosevich, Assistant Fire Chief
R. Bateman, General Manager, Conservation Authority
Municipal Heritage Committee, C.S.D.
N. Scott, Accessibility Coordinator, Social Services

SUBJECT: Application No. A-8-17-Z
Request for an amendment to the Zoning By-law

APPLICANT: Stacey Estabrooks

SUBJECT PROPERTY: 120 Simpson Street

Please find enclosed a copy of the above-mentioned rezoning application for your review and comments.

City Council should receive all pertinent data with respect to the subject property. A summary will form part of the report on this matter. Please ensure your review and comments contain a history of any problems experienced, such as non-conformity with by-laws, site agreements, drainage, neighbourhood complaints, etc.

We would appreciate receiving your comments on or before July 26, 2017.

Yours truly,

A handwritten signature in cursive script, reading "D.B. McConnell".

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

DBM/ps

Attachment(s)

COMMUNITY SERVICES DEPT.

JUL 12 2017

RECEIVED



2016 ORTHO PHOTO

PLANNING APPLICATION A-8-17-Z
120 SIMPSON STREET

Legend



Subject Property = 120 Simpson Street

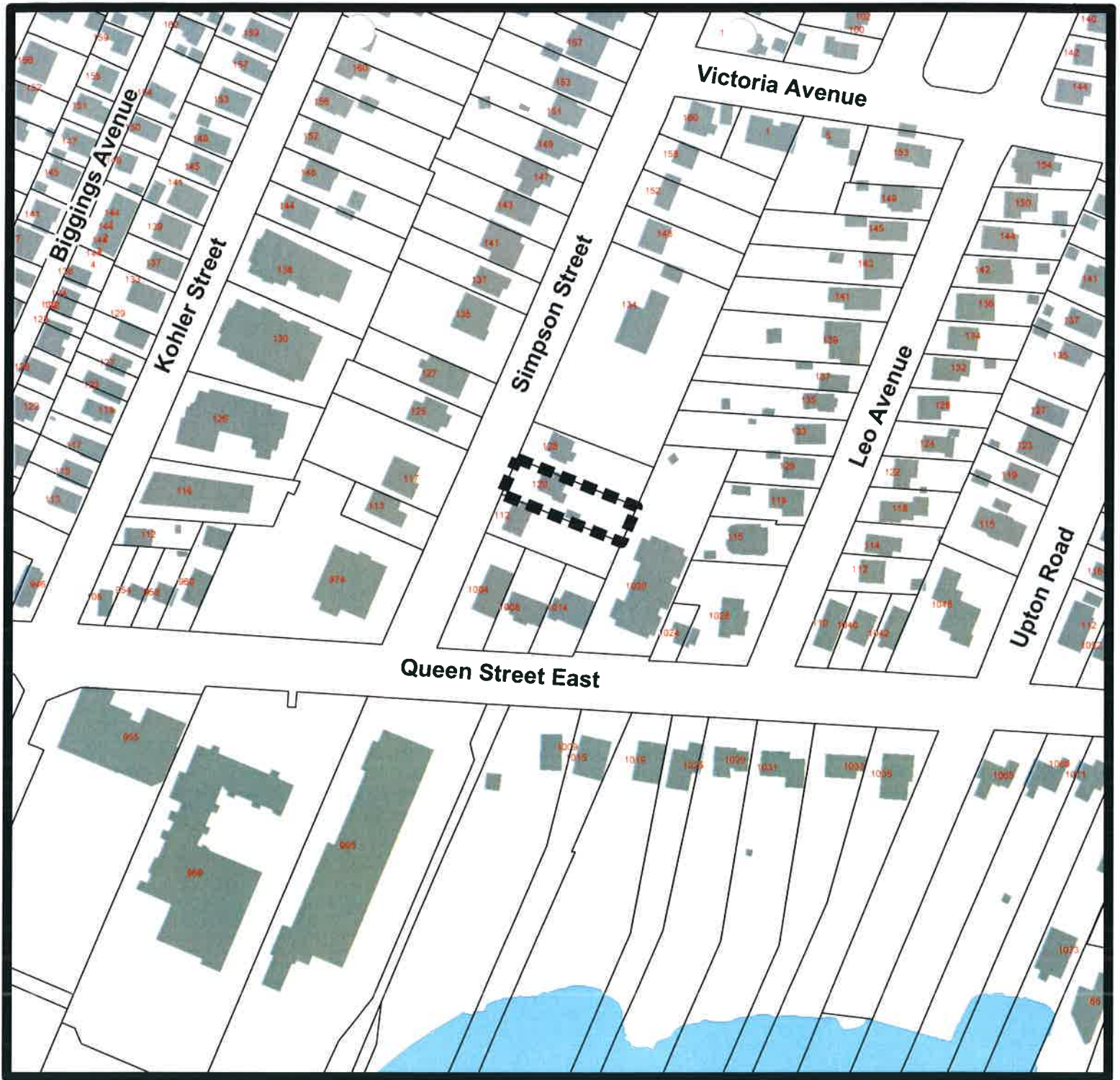


METRIC SCALE
1 : 2300

ROLL NUMBER
020-014-079-00

MAP NUMBERS
9 & 1-4

MAIL LABEL
A-8-17-Z



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-8-17-Z

120 SIMPSON STREET



METRIC SCALE
1 : 2300

ROLL NUMBER
020-014-079-00

MAP NUMBERS
9 & 1-4

MAIL LABEL
A-8-17-Z

Legend



Subject Property = 120 Simpson Street



EXSITING ZONING MAP

PLANNING APPLICATION A-8-17-Z

120 SIMPSON STREET



METRIC SCALE
1 : 2300

ROLL NUMBER
020-014-079-00

MAP NUMBERS
9 & 1-4

MAIL LABEL
A-8-17-Z

Legend

-  Subject Property = 120 Simpson Street
-  R2 - Single Detached Residential Zone; R2hp
-  R3 - Low Density Residential Zone
-  R4 - Medium Density Residential Zone

-  CT2 - Commercial Transitional Zone
-  C3 - Riverfront Zone; C3hp
-  PR - Parks and Recreation Zone
-  Page = 193 of 347



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

COUNCIL REPORT

August 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-9-17-Z and 57T-17-501 – 3876 Queen Street East

PURPOSE

The applicant is seeking Council's approval to rezone the northern portion of the subject property to permit four (4) 3-storey apartment buildings totaling 60 dwelling units and to rezone the southern portion of the subject property to permit up to 51 multiple attached dwellings. The applicant is also seeking Draft Plan of Subdivision Approval to amend the previously draft approved 'Eastside Subdivision', in order to alter the draft approved lot configuration.

PROPOSED CHANGE

The applicant Paul Guindon, is seeking Council's approval to amend the previously draft approved 'Eastside Subdivision'. The applicant is also seeking Council's approval to rezone the northern portion (Lot 1 on the proposed Draft Plan) of the subject property from "R2" (Single Detached Residential Zone) to "R4" (Medium Density Residential Zone), to facilitate the construction of four (4) 3-storey apartment buildings. The applicant is also seeking a rezoning of the southern portion (Lots 2, 3, 4 & 5 on the proposed Draft Plan) of the subject property from "R2" (Single Detached Residential Zone) to "R3" (Low Density Residential Zone) to permit the development of up to 51 multiple attached dwellings.

Subject Property:

- Location – The subject property is located on the north side of Queen Street East, approximately 250m (820') east of its intersection with Dacey Road, and in very close proximity to the intersection of Queen Street East and Royal York Boulevard.
- Size – Approximately 50.6m (166') frontage by 514m (1,686') depth totalling 5.29ha (13.1acres)
- Present Use – Vacant land
- Owner – 1890713 Ontario Inc. C/O Paul Guindon

BACKGROUND

The subject property formed a portion of the Draft Approved 'Eastside Subdivision', which was approved in 1988. The subject property was draft approved to permit 43 single detached lots and a 0.38ha (0.93acre) park.

The original Eastside Subdivision included 2 abutting parcels to the west, with frontage on Dacey Road and what is now Sinclair Drive, which is currently being developed with multiple attached (townhouse) dwelling units. These properties are not part of this particular application; however water and sewer services from the existing portion of the Sinclair Drive development will connect to the subject property and eventually south to Queen Street East.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The following Residential Policies apply to this application:

- R.1 A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.*
- R.3 Medium density residential dwellings may be integrated into low density areas subject to a rezoning.*

Generally, this application adheres to the Residential Policies within the OP. A more detailed discussion follows later in this report.

The northern +/- 200m (656') of the subject property is identified as having significant archaeological potential. Archaeological Assessments Ltd. conducted a Phase 1 Archaeological Assessment of the subject property and recommends that prior to any soil disturbance or development activities upon the identified portion of the property, a Phase 2 Archaeological Assessment be completed. Therefore, a condition of approval will require a Phase 2 Archaeological Assessment prior to entering into a subdivision agreement and prior to any development or site alteration. This condition will apply to the portion of the subject property identified as having high archaeological potential.

There are no physical constraints or natural heritage features upon the subject property or adjacent lands.

Comments

The applicant is seeking Council's approval to rezone the northern portion of the subject property to permit four (4) 3-storey apartment buildings totaling 60 dwelling units and to rezone the southern portion of the subject property to permit

up to 51 multiple attached dwellings. The applicant is also seeking Draft Plan of Subdivision Approval to amend the previously draft approved 'Eastside Subdivision', in order to alter the lot configuration. The approved road configuration will not change.

The applicant is seeking some flexibility in determining the overall dwelling unit mix within this development. The proposed Low Density Residential Zoning (R3) permits among other things, single detached, semi-detached and multiple attached (townhouse) dwelling units. The proposed Medium Density Residential Zoning (R4) permits among other things, semi-detached, multiple attached and apartment dwelling units. For approval purposes, the maximum number of dwelling units is depicted upon the site plan attached. In this manner, supporting infrastructure is designed and approved to ensure adequate capacity to support the maximum development potential, even though future market forces may result in fewer dwellings or different dwelling types such as single or semi-detached.

The maximum overall gross density proposed is 22 units per hectare (9 units/acre). Within the local context, this would be classified as a medium density residential development. Residential Policy 3 of the Official Plan specifically permits medium density development to be integrated into low density (single detached) areas. The area surrounding the subject property is mixed, with a number of apartment buildings to the north, a 60-unit townhouse development to the west, and predominantly single detached residential to the southwest, south and east.

The proposed layout is such that the higher density (apartment buildings) portion of the development along the northern portion of the site would abut White Pines Highschool's track and field area, and Terry Fox Place, which consists of a number of 3-storey apartment buildings. The proposed apartment buildings will have similar height and massing to the existing nearby apartments. The remaining dwelling units would be single or two storey, multiple attached dwellings, which would abut the rear yards of a number of single detached dwellings along Dacey Road, and a very narrow and deep single detached lot on Queen Street East.

The applicant is proposing to amend the Draft Plan in a manner that would result in one large R4 lot to accommodate up to 60 apartment units, and 3 large R3 lots to accommodate up to 51 multiple attached dwellings. This approach is similar to that of Fox Run Subdivision (Third Line, east of the Hospital/Davey Home), and is intended to grant the developer some flexibility in responding to market demands.

The proposal also includes a 0.39ha (.96acre) neighbourhood park, which would eventually be deeded to the city. The parkspace is intended to serve the subject

property as well as the 60 townhouse units along the existing portion of Sinclair Drive. Parks and Recreation Policy P.4 of the Official Plan requires all new residential developments to provide at least 5% of the land for park purposes or cash in lieu of 5% where the City deems it appropriate. In this case, the 0.39ha (0.96acre) park represents 5% of the subject property and the Sinclair Drive development.

At this point in time the applicant has not determined ownership. Because the development is proceeding by way of a draft plan, with each lot having frontage and access to a public roadway, there remains flexibility in that individual or blocks of units can be severed and sold.

The applicant's site plan is preliminary in nature. Although all setback and parking requirements are achieved, if apartments or multiple attached dwellings are to be constructed, staff would conduct a review of the exterior details of the development to ensure a high quality development. Zoning By-law 2005-150 indicates that apartment and multiple attached dwellings are subject to site plan control. For this reason, deeming the property subject to site plan control is not required, nor recommended. In this manner, if single detached or semi-detached dwellings are constructed, there would be no need to enter into a site plan agreement.

At this point in time, significant nearby commercial amenities are somewhat limited. Having said this, the former MJ Dacey School at 310 Dacey Road is Zoned General Commercial (C4) and consists of a mixed use building with commercial space on the ground floor. As this area continues to develop, including additional development at Queensgate Subdivision, this may facilitate additional commercial development in the area. There is also the potential that the existing commercial corridor along Trunk Road may be reinvigorated to accommodate additional local commercial establishments.

The applicant's site plan also shows a sidewalk along the west side of Sinclair Drive, which connects from the existing portion of Sinclair to Queen Street East. The inclusion of a continuous sidewalk will be a condition of Draft Approval.

It is also recommended that a pedestrian 'crosswalk' be constructed and deeded to the City, along the northern lot line of Lot 1, to provide a pedestrian walkway to link this development with Terry Fox Place and White Pines. Locational details of the crosswalk will be worked out during the Site Plan Control review of any future development of Lot 1.

The city has a Tree Planting Policy whereby developers of new residential projects are required to provide 1 tree per lot. The developer pays the City to acquire and plant the trees. The city's current cost is approximately \$500 per tree. Given this subdivision is being developed in 'blocks', or large lots, it is

appropriate to utilize a calculation of 1 tree per 18.3m (60') of frontage of Lots 1-5. The 18.3m (60') is consistent with a standard local urban single detached lot. The total frontage of Lots 1-5 is approximately 895m (2936'), which would result in the City planting approximately 50 trees throughout the development. The tree planting requirement will be a condition to draft approval.

Phasing is also a critical component to the overall development of the subject property and the abutting lands to the west, which are being developed with multiple attached dwellings. Given the topography, with the exception of a small part of the existing Sinclair Drive near Dacey Road, the majority of the site will drain towards Queen Street. Consequently, the stormwater management pond and associated infrastructure will need to be constructed prior to additional development upon the existing portion of Sinclair Drive, and the subject property. As a condition of draft approval, the developer will be required to submit a phasing plan, to the satisfaction of the Director of Engineering, prior to entering into a Subdivision Agreement.

In addition, there is an existing drainage swale that runs along the west side of the subject property, from the southern lot line of the proposed park area, south to the property at 3864 Queen Street East and then to the ditch along Queen Street. It is likely that as the site develops, additional water will enter this swale and eventually outlet to the ditch along Queen Street. The issue is this increase run-off will exit the subject property and traverse another property before it enters the public stormwater system (Queen Street ditches). It is recommended that as part of the phasing plan, stormwater infrastructure also be constructed to capture this water at the south lot line of the subject property and direct it to the stormwater retention pond. Based upon discussions with Engineering staff, a temporary swale and culvert may be permitted until such time the site develops to a point where a catch basin and underground pipes are warranted.

Consultation

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

- See attached letters – PUC Services Inc., Engineering Services,
- No objections/comments – CSD, Building Division, Municipal Heritage Committee, Fire Services, Accessibility Advisory Committee, Public Works and Transportation

The attached correspondence from PUC Services Inc. notes no objections to this application, however the developer is reminded that agreements with PUC related to electrical and water servicing, street lighting and fire protection will be required prior to the development proceeding.

Correspondence from Engineering Services notes the applicant will be required to enter into a Subdivision Agreement with the City, prior to development

proceeding. The Municipal Services Engineer also notes the preliminary sanitary sewer review indicates that there is adequate downstream capacity to accommodate the increased flows from this development, to a maximum of 500 additional dwelling units, which is significantly more than the maximum development potential (111 units) currently proposed. The preliminary stormwater management report also indicates that post-development flows will not exceed pre-development flows, using the 100-year storm event. Engineering Services is satisfied the proposed stormwater management works are adequate.

Up to the drafting of this Report, one letter of objection (attached) has been received from a resident at 3867 Queen Street East, which is directly across the street from where the new roadway (Sinclair Drive) will intersect with Queen Street East.

The letter of objection identifies the following concerns:

The Proposed Development is not within the Single Detached Character of the Area

As previously mentioned, a number of Official Plan policies support a mixture of dwelling types, to meet the needs of all residents. Based upon building permit statistics, between 2000 and 2007, single detached homes accounted for 80% of all new housing starts per year, with multiple attached and apartment units accounting for 20% of all new housing starts. Between 2008 and 2016 there was a significant shift, with single detached accounting for 56%, and multiple attached/apartment units making up the remaining 44%. One factor pushing this trend is the aging demographic. An increase in seniors wishing to downsize to not only a smaller, but more accessible dwelling units is pushing this demand. The result has been a number of rezoning applications for these types of developments, which tend to be of an 'infill' nature in close proximity to existing residential neighbourhoods.

Property Values

The neighbour is concerned that the increased density and different housing types would negatively impact property values. Planning staff does not have the expertise to comment upon property value impacts.

Increased Traffic

The original draft approved subdivision included 43 single detached lots upon the subject property. The applicant's proposal could result in up to 111 dwelling units, approximately 2.5 times that of the original plan. There is no doubt this proposal would increase the amount of traffic from what is currently approved. Having said this, traffic will be local residential traffic, rather than commercial or truck traffic.

In 2011, the Transportation Association of Canada (TAC) published '*Household Trip Patterns and Travel Characteristics in Lethbridge Alberta.*' This study concluded that the average household in Lethbridge accounted for 8.8 vehicle trips per day, which includes all vehicle trips coming to and from a particular residence, including visitors and deliveries. This study also concluded that single detached households averaged 9.4 trips per day; townhouse units averaged 6.9 and apartment units 5.1. While these statistics may not necessarily apply locally, the point is that different housing types tend to generate differing amounts of traffic. Utilizing TACs Lethbridge results, the previously approved 43 single detached lots would generate 404 vehicle trips per day, and the new proposal would generate 658 vehicle trips per day. Therefore, although the proposed number of units is approximately 2.5 times that of the original plan, based upon TACs Lethbridge study, the actual increase in vehicle trips would be approximately 1.6 times that of the original plan.

Both Queen Street East and Dacey Road are capable of accommodating the increased traffic that will be generated if the subject property is developed with 111 dwelling units.

Offset Intersection (Royal York/Queen St. E.)

The neighbour suggests that in order to increase safety, the roadway and the retention pond should be 'switched' so that the roadway can be moved east to line up with Royal York Boulevard. This could actually create more of a hazard as the intersections would be slightly offset, whereas the current alignment creates some separation between the two intersections, which is a common local occurrence, whether it be street intersections in close proximity to each other, or busy commercial driveways in close proximity to each other or another street intersection.

As previously mentioned, there are no changes proposed to the originally draft approved road configuration. Furthermore, Public Works staff has reviewed this application from a traffic safety perspective and have no objections.

Stormwater Retention Pond

There are a number of concerns related to the 'dry pond' which is proposed to be located along the eastern Queen Street frontage of the subject property. More specifically, there is a safety concern, as children utilize this route to get to and from nearby Pinewood Public School. Stormwater retention ponds have become a very common, low impact method of appropriately managing stormwater before it leaves a particular site or development. Designed as a 'dry pond', it will be dry the majority of the time. Almost all local retention ponds are 'dry', in order to appropriately manage the potential hazards.

There is also a concern that increased run-off will result in standing water within the retention pond and ditches along Queen Street. The concern is basement

flooding, mosquito habitat and increased hazards due to this standing water. The Applicant's Consulting Engineer has completed a preliminary assessment and is of the opinion that the existing ditches along Queen Street have enough capacity to accept run-off from this development. The very nature of stormwater ponds is to temporarily hold run-off during a storm event, thereby giving the system an opportunity to drain before the water is released. Consequently, by design, the net impact to the ditches, along Queen Street is intended to be negligible, up to and including the 100 year storm event.

In terms of standing water and the potential for increased mosquito habitat, dry ponds are designed to empty within 48 hours, in order to decrease the potential for standing water and mosquito breeding habitat.

Due to new regulations, a similarly sized retention pond would be required in order to facilitate the development of the original 1988 draft approved subdivision. It is however recognized that the maximum development potential, as shown on the applicant's site plan, would include more hard surfaces than that of a single detached neighbourhood.

FINANCIAL IMPLICATIONS

If approved, the Municipality will eventually take ownership and be responsible for the ongoing maintenance of the stormwater management pond, neighbourhood park, roadway and underground sewer and storm infrastructure.

In these cases, the developer is responsible for constructing the infrastructure, to the satisfaction of the City, then transferring ownership to the Municipality.

There are long term maintenance costs, however it is intended that additional tax revenues resulting from this development will adequately cover these costs.

STRATEGIC PLAN / POLICY IMPACT

This application is not directly linked to any of the Strategic Directions contained within the Corporate Strategic Plan.

SUMMARY

The overall intent of this application is to increase the overall density of the development, while at the same time granting some flexibility in responding to future market demands. The proposed R4 zoning upon Lot 1 will accommodate semi-detached, multiple attached and apartment dwellings. The proposed R3 zoning upon Lots 2-5 will permit single-detached, semi-detached and multiple attached dwellings. It is important to review this application based upon the maximum development potential of the subject property as depicted on the site plan attached. Based upon preliminary studies completed by the Applicant's Consultant, there is adequate infrastructure available to support the proposed maximum 111 dwelling units proposed.

This application represents an appropriate residential infill and intensification opportunity. The proposed higher density portion of the subject property will abut White Pines and existing 3-storey apartment dwellings (Terry Fox Place), while the townhouses will abut deep single detached lots along Dacey Road. Therefore, from a land use perspective, there is adequate separation. There are some nearby existing commercial establishments, as well as vacant or underutilized commercial areas with redevelopment potential to service the needs of the entire area, which has seen an increase in dwelling units over the past 10 years.

RECOMMENDATION

Resolved that the Report of the Senior Planner, dated 2017 08 21, concerning Applications A-9-17-Z and 57T-17-501 be received and that Council rezones the subject property in the following manner:

- A. That Lot 1 on the proposed Draft Plan be rezoned from Single Detached Residential Zone (R2), to Medium Density Residential Zone (R4), to permit up to 60 dwelling units upon Lot 1.
- B. That Lots 2, 3 4 & 5 on the proposed Draft Plan be rezoned from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3) to permit up to 51 dwelling units upon Lots 2, 3, 4 & 5.
- C. That Block 6 on the proposed Draft Plan be rezoned from Single Detached Residential Zone (R2), to Parks and Recreation Zone (PR), to facilitate the establishment of a neighbourhood park.

It is also recommended that Council approves an amended Draft Plan of Subdivision by replacing the original Draft Plan (57T-88-007) dated November 3, 1988, for the subject property only, with the amended Draft Plan (57T-17-501) dated July 18, 2017, subject to the following conditions to Draft Approval:

- 1. Subdivision Agreement - That prior to any development, site alteration or the creation of new lots, the subdivider enter into a Subdivision Agreement with the City, with respect to, but not limited to the following:
 - a. That the streets, corner roundings, in-ground services, sidewalks, drainage etc., be designed and constructed to the satisfaction of the Director of Engineering Services, or his designate.
- 2. Phasing Plan - That prior to the finalization of the Subdivision Agreement, a phasing plan be completed to the satisfaction of the Director of Engineering Services, or his designate, which outlines the phasing of the development with respect to lot creation and servicing. The phasing plan shall also consider increased flows through the existing swale which runs along the west lot line of the subject property towards Queen Street East.
- 3. Tree Planting - That prior to the finalization of the Subdivision Agreement, a fee, based upon the provision of 1 tree per 18m of frontage of Lots 1-5, be collected from the developer for tree planting.

4. Parkland and Stormwater Management Lands Dedication - That Blocks 6 and 7, as shown on the amended Plan be dedicated to the municipality for parkland (Block 6) and storm water management (Block 7).
5. Phase 2 Archaeological Assessment - That a Phase 2 Archaeological Assessment be completed, prior to entering into a subdivision agreement and prior to any development or site alteration, within the portion of the subject property identified as having high archaeological potential. The Archaeological Assessment shall be completed by a licensed Archaeologist, to the satisfaction of the Ontario Ministry of Tourism, Culture and Sport (MTS).
6. Sediment Control Plan - That prior to the finalization of the Subdivision Agreement, the developer submit a sediment control plan, to the satisfaction of the Director of Engineering or his designate, and the Sault Ste. Marie Conservation Authority.
7. Sidewalk - That a sidewalk be provided along one side of the full extent of Sinclair Drive, to the satisfaction of the Director of Engineering Services or his designate.
8. Pedestrian Link to White Pines and Terry Fox Place – That the developer be required to construct and deed to the City, a pedestrian link along the north lot line of Lot 1, with locational details to be determined through Site Plan Control, as Lot 1 is developed.
9. Infrastructure Standards - That all future servicing infrastructure be to current City standards.
10. Adequate Fire Fighting Flows - That prior to the finalization of the Subdivision Agreement, the developer be required to carry out an engineering assessment and design of the water distribution system to ensure the provision of adequate fire flows, without compromising the existing distribution system, to the satisfaction of PUC Services Inc.
11. PUC Agreements - That the developer be required to enter into a Subdivision Agreement with the PUC regarding electrical and water services.

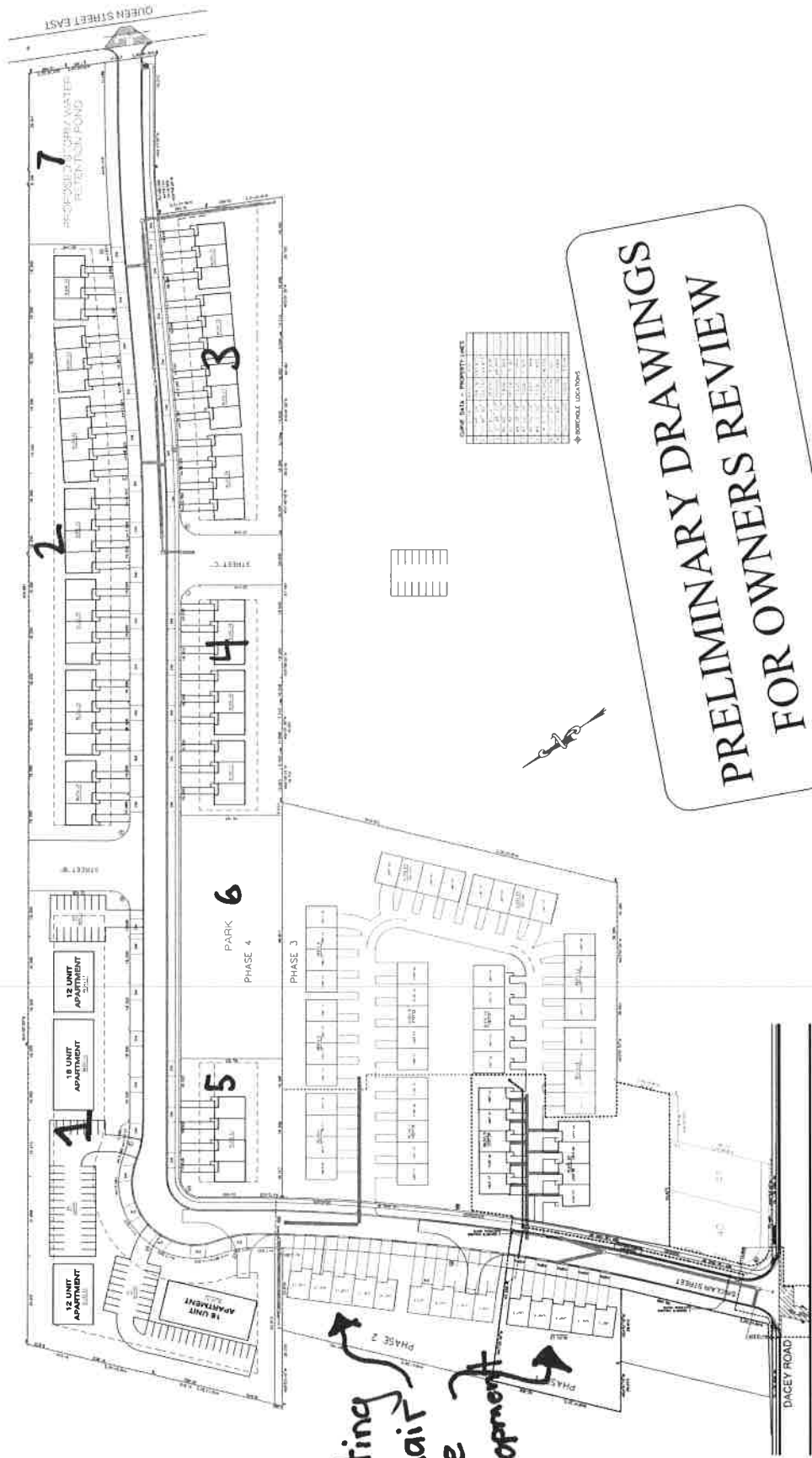
Respectfully submitted,



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

PT/ps

Attachment(s)



Existing Drive Development

CONTRACT 2014-169

ERRY D. DOUGLASSON, P.E.

COMMUNITY ENGINEERING & PLANNING

GENERAL PLAN

EAST SIDE SUBDIVISION

PHASE 1

G1-B

CAIRNS ENGINEERING INC.

145 INDUSTRIAL COURT SE UNIT 3

ALBUQUERQUE, NM 87102

PHONE: 720-254-7541 FAX: 720-254-7555

INCORPORATED: 1990

REGISTERED PROFESSIONAL ENGINEER

1" = 100'

1. PREPARED BY: [Name]

2. CHECKED BY: [Name]

3. DATE: [Date]

1" = 100'

1" = 100'

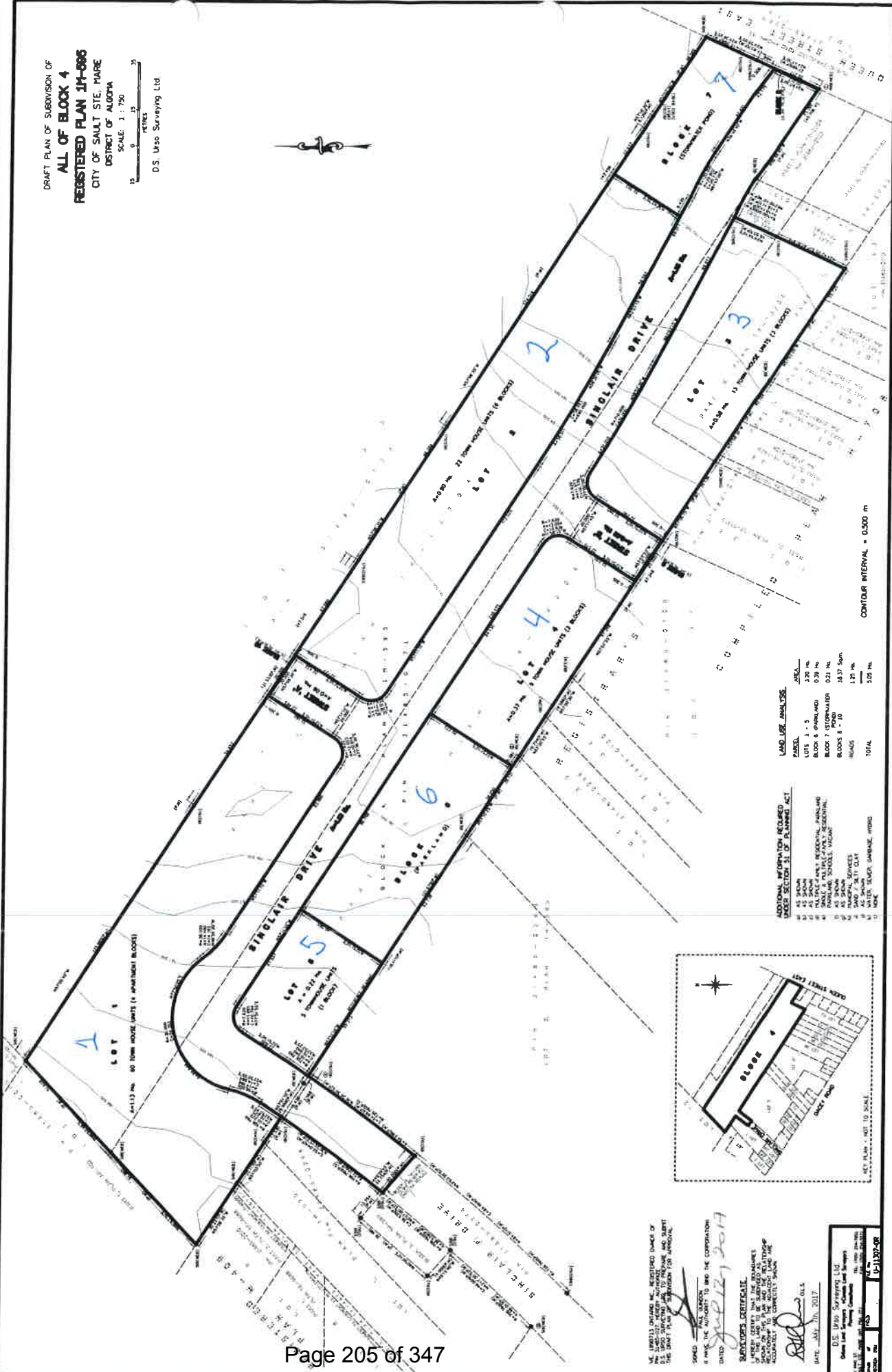
DRAFT PLAN OF SUBDIVISION OF
ALL OF BLOCK 4

REGISTERED PLAN 114-886
CITY OF SAULT STE. MARIE
DISTRICT OF ALBERTA

SCALE: 1 : 750

D.S. Uno Surveying Ltd.

15 0 15 30 METERS



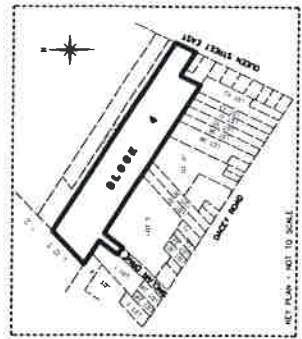
LAND USE ANALYSIS

PARCEL	AREA
LOTS 1 - 5	320 Ha
BLOCK 4 (PRELIMINARY)	0.28 Ha
BLOCK 5 (PRELIMINARY)	0.21 Ha
BLOCK 6 (PRELIMINARY)	18.37 Ha
TOTAL	338.86 Ha

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 OF R.M.A. ACT

SECTION	REQUIREMENT	STATUS
51(1)	AS SHOWN	AS SHOWN
51(2)	AS SHOWN	AS SHOWN
51(3)	AS SHOWN	AS SHOWN
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51(85)	AS SHOWN	AS SHOWN
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51(98)	AS SHOWN	AS SHOWN
51(99)	AS SHOWN	AS SHOWN
51(100)	AS SHOWN	AS SHOWN

CONTOUR INTERVAL = 0.500 m



THE UNDERSIGNED, D.S. UNO SURVEYING LTD., BEING THE REGISTERED SURVEYOR OF THE DISTRICT OF ALBERTA, HEREBY CERTIFIES THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE PLAN AS SUBMITTED TO THE DISTRICT OF ALBERTA FOR REGISTRATION.

SIGNED: *[Signature]*
DATE: July 10, 2017

REGISTERED SURVEYOR
D.S. UNO SURVEYING LTD.
Office: 1000-10th Avenue, Sault Ste. Marie, Alberta
Phone: (403) 253-1111
Fax: (403) 253-1112
Email: info@dsuno.com
Website: www.dsuno.com

PLAN NO. 114-886
BLOCK 4
LOT 1 TO LOT 6



PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

July 25, 2017

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

emailed p.schinnners@cityssm.on.ca

Dear Sir:

Re: Application No. A-9-17-Z & 57T-17-501
3876 Queen Street East

PUC has no objections to the above noted rezoning application. The developer would be required to enter into agreements as necessary with PUC in relation to electrical servicing, streetlighting, water servicing and fire protection at such time that the development proceeds.

Best Regards,

PUC SERVICES INC.

Rob Harten, P. Eng.
Manager of Engineering



2017 08 10

MEMO TO: Don McConnell, RPP
Planning Director

**RE: A-9-17-Z & 57T-17-501
3876 QUEEN STREET EAST
PAUL GUINDON**

The Engineering Division has reviewed the above noted application and provides the following:

- The applicant shall be required to enter into a Subdivision Agreement with the City;
- A sediment control plan must be submitted to the satisfaction of the Director of Engineering or his designate, and the Sault Ste. Marie Region Conservation Authority;
- Plans and specifications showing final presale grades should be reviewed and approved by the Director of Engineering or his designate. Lot grading plans should show existing contours, proposed grades, and buildable area for each lot. As constructed drawings should be modified to show only final grades;
- A sanitary sewer review was completed by the applicant's consulting engineer which concluded that the existing downstream sanitary sewers have adequate capacity to convey flows imposed on it by a maximum of 500 proposed multifamily units,
- A stormwater management report was completed by the applicant's consulting engineer and post development flows for the site will not exceed pre development flows for storms up to and including the 100-year event; and
- No work shall be commenced without the approval of the Director of Engineering or his designate. Any work which requires approvals from

the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.



D. Perri, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
d.perri@cityssm.on.ca

DP/

- c. Susan Hamilton Beach, Public Works
Peter Tonazzo, Planning
Don Elliott, Engineering

Peter Tonazzo

From: Mike & Diane McCord <mdm1985@shaw.ca>
Sent: Thursday, August 10, 2017 1:04 PM
To: Peter Tonazzo
Cc: Steve Butland; Paul Christian
Subject: Application No. A-9-17-Z & 57T-17-501

I live at 3867 Queen St. E. and recently I received a "Notice of Application & Public Meeting" regarding the above noted application numbers.

I would like to convey my opposition to the approval of this application for the following reasons (not in any particular order):

Background:

In November of 1988 Mr. Albert Vezeau requested an approval to create a single family home subdivision (also known as Eastside Subdivision). While I was not "thrilled" with the idea I believed that the addition of suitable single family homes as described and indicated on the submitted plan would be a good addition to the area and would ultimately bring a positive reaction to property values. In 2011 an "Amendment To Special Exceptions By-Law 2005-151 - Special Exception 128" was approved by council to remove the word "only" and replace it with "in addition to the uses permitted in an R2 zone". According to the drawing included in the Special Exception 128, this only applied to the outlined area that has currently been developed not the area proposed in the above application.

With this new Zoning request I feel that it is a step in the wrong direction for a predominately single family dwelling neighbourhood. I believe that property values will decrease with the introduction of multiple family units in such close proximity. The reason I purchased my house in 1982 in this area was the almost rural type atmosphere that the large lots and diversity of the single family homes displayed. There were no "cookie cutter" style homes, they were each unique and distinct. I believe we will lose much of that if this application is approved.

Increased Traffic:

The approval of this application will no doubt increase the traffic along Queen St. E. especially where the road from the development enters Queen St. E. The road enters directly across from my driveway and this will mean increased noise from vehicles accelerating as well as automobile lights shining directly into my living room each time a car turns onto Queen St. E. wanting to go west. The increase in traffic will also impact the public school children walking to and from Pinewood School each morning and afternoon increasing the danger for them if they are not alert, there are no sidewalks along this portion of Queen St. E..

Offset Intersection (Royal York/Queen St. E./Proposed Road:

I have reviewed the application site plan and as all previous plans I do have a concern with the approximately 100 foot offset of the intersection from Royal York Blvd. While convenient for the developer it is my belief that it will become a hazard for drivers. When proceeding from Royal York or from the new proposed road on to Queen St. E. I believe that it would introduce an additional dimension of difficulty with this road being offset. I would like to suggest that this road be moved to line up with Royal York Blvd and the Storm Water Pond be moved to the proposed location of the road. I believe this would make for a safer intersection and ease the flow of traffic. Also, in its current proposed location, this street would elevate the lights shining in both mine and my neighbour to the east windows thus impacting our evenings and possibly reducing property values.

Proposed "Storm Water Pond" at/near Queen St.

The proposal also indicates the installation of a "Storm Water Pond" on the north east corner of the proposed road and Queen St. E. As this will be on a direct line for public school students going to and from school every day the draw of children to water is very great. I would hate to see a tragedy due to anyone slipping and falling into this pond when it is full of water and not being able to get out! In addition there is a concern of standing water attracting mosquitoes.

Another concern I have regarding the Storm Water Pond is; the current water run-off from any rain or or winter snow melting is generally filtered into the ground over the large area of the un-developed land, which minimizes the run-off into the ditch along the north side of Queen St. E. Once hard surfaces such as roof, roads, driveways etc. are introduced the run-off is now concentrated to the proposed Storm Water Pond (that may now include oil residue from vehicles, salt and sand from winter operations) which then eventually runs into the ditch along the north side of Queen St. E. Under the present situation any such run-off may take 2 or 3 days to empty the ditches (in actual fact it often takes close to a week), the proposed Storm Water Pond would extend that period to many more days (possibly weeks), which again increases the risk to children even more as well as increasing the time for mosquito larvae to develop which may increase the chances of West Nile virus or other mosquito born illnesses.

It is my understanding that Queen St. E. in this area does not have any storm sewers which leaves the ditches as the only method to move water run-off, any back flow of the water (due to the increase flow and amount of time the waters could stay in the ditches may affect neighbours basements and properties.

In summation, I do not feel that this application should be approved and that the zoning should remain as a single family dwelling as per Mr. Vezeau's original submission with the exception of the road alignment and I urge council to reject the application.

I thank you for your attention.

Sincerely
Mike McCord
3867 Queen St. E.
Sault Ste. Marie, Ontario
705-759-4438



2016 ORTHO PHOTO

PLANNING APPLICATION A-9-17-Z

Subdivision File: 57T-17-501

3876 Queen Street East



METRIC SCALE
1 : 5000

ROLL NUMBER
010-070-095-00

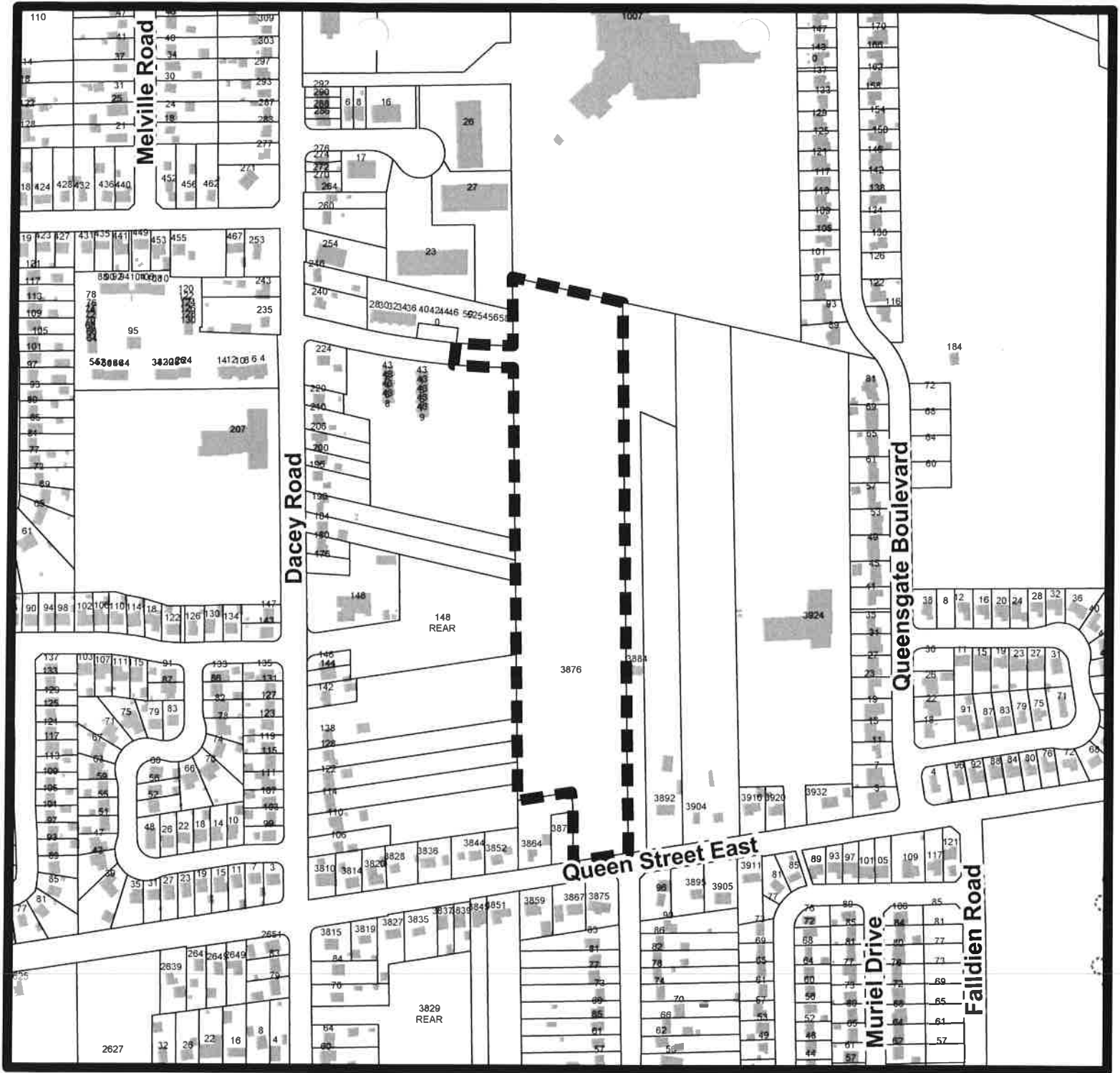
MAP NUMBERS
65 & 1-40

MAIL LABEL
A-9-17-Z

Legend



Subject Property = 387 Queen Street East



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-9-17-Z

Subdivision File: 57T-17-501

3876 Queen Street East



METRIC SCALE
1 : 5000

ROLL NUMBER
010-070-095-00

MAP NUMBERS
65 & 1-40

Legend



Subject Property = 387 Queen Street East

MAIL LABEL
A-9-17-Z



EXISTING ZONING MAP

PLANNING APPLICATION A-9-17-Z

Subdivision File: 57T-17-501

3876 Queen Street East

Legend

 Subject Property = 387 Queen Street East

 R2 - Single Detached Residential Zone; R2hp

 R3 - Low Density Residential Zone

 R4 - Medium Density Residential Zone

 RA - Rural Area Zone

 C4 - General Commercial Zone; C4hp

 I - Institutional Zone

 PR - Parks and Recreation Zone

 S - Special Exception Zoning



METRIC SCALE
1 : 5000

ROLL NUMBER
010-070-095-00

MAP NUMBERS
65 & 1-40

MAIL LABEL
A-9-17-Z



August 21, 2017

VIA EMAIL TO p.tonazzo@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie
Planning Division
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

Attention: Peter Tonazzo, Senior Planner

Dear Mr. Tonazzo:

Re: Public Meeting August 21, 2017 (A-9-17-Z & 57T-17-501)
3876 Queen Street East, Sault Ste. Marie, Ontario (the **"Subject Property"**)
Notice of Application & Public Meeting

I am General Counsel to the Skyline Group of Companies, including Skyline Real Estate Holdings Inc. ("**Skyline**"), the owner of the properties municipally addressed as 352 Dacey Road and 23, 26 & 27 Terry Fox Place, Sault Ste. Marie, Ontario located within the circulation area for the above referenced proposed changes to the official plan and zoning related to the Subject Property.

Skyline wishes to express its concern and opposition to the above noted application which proposes to: (i) rezone the northern portion (Lot 1 on the proposed Draft Plan) of the Subject Property from a "R2" (Single Detached Residential Zone) to a "R4" (Medium Density Residential Zone), to permit the construction of four (4) 3-storey apartment buildings containing up to 60 apartment units; and (ii) re-zone the southern portion (Lots 2, 3, 4 & 5 on the proposed Draft Plan) of the Subject Property from "R2" (Single Detached Residential Zone) to a "R3" (Low Density Residential Zone), to permit the construction of up to 51 multiple attached dwellings.

The proposed amendments will more than double the permitted number of residential dwellings on the Subject Property.

Sault Ste. Marie is currently struggling with high rental vacancy rates. An increase in high density multi-family rental properties and medium density dwellings will have a further detrimental impact on the already over-saturated market for this type of housing. There is a pre-existing lack of demand for rental style housing in this area and it is Skyline's position that allowing further density and significant intensification to occur in this area is not justified or appropriate and will negatively impact existing property owners.

Skyline is further concerned about the impacts of a significantly higher number of residents on traffic and safety in the area.



Thank you for the opportunity to provide these comments. Please provide me with notice of any meetings and copies of any reports related to these applications.

Yours truly,

A handwritten signature in black ink, appearing to read "Karyn". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Karyn Sales
General Counsel
Email: ksales@skylineonline.ca

Subject: FW: Rezoning/Subdivision Application Report Package

-----Original Message-----

From: Mike & Diane McCord [<mailto:mdm1985@shaw.ca>]
Sent: Monday, August 21, 2017 4:08 AM
To: Peter Tonazzo
Cc: Steve Butland; Paul Christian
Subject: Re: Rezoning/Subdivision Application Report Package

Good Morning Peter:

After reviewing your report to council and discussions with Mr. S. Butland I would like to retract my opposition to the application. Your reports detail (including the attachments) and discussions with Mr Butland gave me the information that I required to come to this decision.

Thank You again for your assistance.

I will not be attending council meeting on Monday.

Regards;

Mike McCord

>
>> On Aug 18, 2017, at 09:46, Peter Tonazzo <p.tonazzo@cityssm.on.ca> wrote:
>>
>> Good morning Mr. and Mrs. McCord,
>>
>> Please find the report package for rezoning application A-9-17-Z and amended draft plan of subdivision approval application 57T-17-501. Your objections are attached to discussed in the Council Report. I have also included correspondence from Mr. Gelsthorpe which is not included in the report package (received after my report submission deadline) but is addressed through conditions in the report and will be attached to Council's agenda.
>>
>> The matter will be heard by Council this Monday August 21, on or after 5:30pm, Council Chambers, Level 3. Please let me know if you will be speaking to this matter at the Council meeting.
>>
>> Please don't hesitate to contact me if you have any questions or concerns.
>>
>> Have a great weekend
>>
>>
>> [<cid:image007.png@01D2F575.666109E0>]
>>
>> Peter Tonazzo, RPP
>> Senior Planner
>> Planning and Enterprise Services
>> City of Sault Ste. Marie
>> t. 705.759.2780
>> f. 705-541-7165
>> p.tonazzo@cityssm.on.ca<<mailto:p.tonazzo@cityssm.on.ca>>









Collisions by Year

Location: Albert Street West @ Andrew Street



Note:

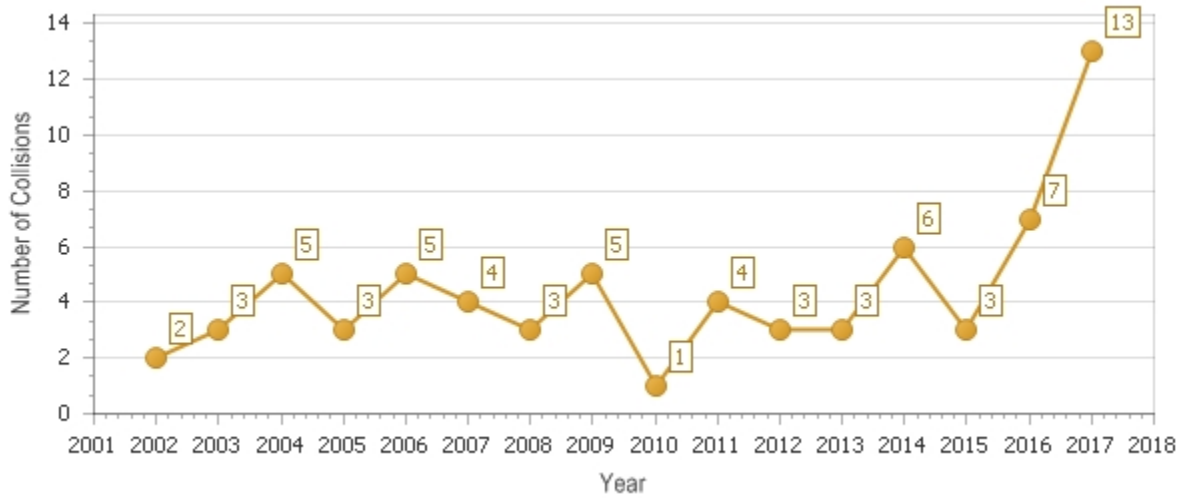
Monday, August 21, 2017

Page 1 of 1



Collisions by Year

Location: Albert Street East @ Albert Street West/Gore Street



Note:

Monday, August 21, 2017

Page 1 of 1

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-157

PROPERTY SALE: (PR1.93) A by-law to authorize the sale of surplus property being civic 37 Paradee Avenue, legally described as PIN 31603-0405 (LT), to Ashley and Kyle Juby.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Ashley and Kyle Juby or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

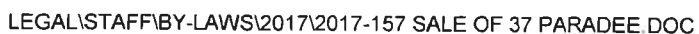
This by-law takes effect on the day of its final passing.

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

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

PURCHASERS:	ASHLEY JUBY and KYLE JUBY
ADDRESS:	37 PARADEE AVENUE SAULT STE. MARIE, ONTARIO
LEGAL DESCRIPTION:	PIN: 31603-0405 (LT) PT LT 8 PL 7000 KORAH EXCEPT PT 1-10 1R1763; SAULT STE. MARIE
CONSIDERATION:	TWELVE THOUSAND (\$12,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-160

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for Clean Water and Wastewater funding (CWWF).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, a copy of which is attached as Schedule "A" hereto. This Agreement is for Clean Water and Wastewater funding (CWWF).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the "**Agreement**"), made in duplicate, is effective as of the Effective Date (both "**Agreement**" and "**Effective Date** as defined in section A.1.2 (Definitions)).

BETWEEN :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure

(the "**Province**")

- and -

The Corporation of the City of Sault Ste. Marie

(the "**Recipient**" or "**Ultimate Recipient**")

BACKGROUND

The Government of Canada established the Clean Water and Wastewater Fund (the "CWWF") in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule "C" (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, comprising of:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
 - Sub-schedule "C.1" - Project Description, Budget and Timelines
 - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Request for Payment Form
 - Sub-schedule "J.2" - Form of Certificate from Recipient
 - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
 - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

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

3.0 AMENDING THE AGREEMENT

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as "Rights") undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Infrastructure

Date

Name:

Title:

The Corporation of the City of Sault Ste. Marie

August 21, 2017

Date

Name: Christian Provenzano

Title: Mayor

e.g., Mayor or Regional Chair, or delegate]

I have authority to bind the Recipient.

August 21, 2017

Date

Name: Rachel Tyczinski

Title: Deputy City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

"Aboriginal Community" as the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" as the meaning ascribed to it in section I.1.1 (Definitions).

"Agreement" means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

"Asset" means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

"Authorities" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the

Project, or both.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

“Budget” means the budget described in Schedule “C” (Program Funding Request).

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

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“CWWF” means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

“Declaration of Sub-project Completion” means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“Event of Default” has the meaning ascribed to it in section A.14.1 (Events of Default).

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, appointees and employees or any agents and their respective officers and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

“Progress Report” means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Schedule “C” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

“Reports” means the reports described in Schedule “D” (Reporting).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Sub-project” means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule provided in Schedule “C” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the

Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 75% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
 - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

A.4.4 Province's and Canada's Roles Limited to Providing Funds. The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

A.4.5 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A.4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

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

A.4.7 Maximum Funds. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards

the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding , towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.8 Disclosure of Other Financial Assistance and Adjustments. The Recipient will inform the Province promptly of all financial assistance received for the Project.

A.4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A.4.10 Recipient's Acknowledgement of Responsibility for Project. The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy

the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

A.4.12 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.13 Project Incrementality. The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 Retention of Contribution. The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money including:
 - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
 - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
 - (i) its policies and procedures; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
 - (b) compliance with all applicable Requirements of Law, including, without limitation, labour and human rights legislation; and
 - (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.
- A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

- A.6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A.6.2 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- A.6.3 **Disclosure to Province.** The Recipient will:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A.7.0 REPORTING, ACCOUNTING AND REVIEW

- A.7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:
 - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles;
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the

Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

- A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.3 Access to Information Act. The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 Information Sharing with Canada. The Recipient acknowledges that the Province may:

- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) share any information it receives from the Recipient pursuant to the agreement with Canada.

A.9.5 Open Data. The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

A.10.0 INDEMNITY

A.10.1 Indemnification of the Province and Canada. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 Province's Election. The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

- A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30-day written notice of cancellation.
- A.11.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A.12.0 TERMINATION ON NOTICE

- A.12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A.12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

- A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A.13.2 **Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

A.13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.14.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

A.14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did

not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A.16.0 FUNDS UPON EXPIRY

A.16.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A.17.0 REPAYMENT

A.17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A.17.2 **Debt Due.** If, pursuant to the Agreement:

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

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

A.17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.18.0 NOTICE

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email,

postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 Notice Given. Notice will be deemed to have been given:

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

A.18.3 Postal Disruption. Despite paragraph A.18.2(a), in the event of a postal disruption:

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

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.19.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A.20.0 SEVERABILITY OF PROVISIONS

A.20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A.21.0 WAIVER

A.21.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.22.0 INDEPENDENT PARTIES

A.22.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

- A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.25.0 FURTHER ASSURANCES

- A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.26.0 JOINT AND SEVERAL LIABILITY

- A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

- A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.28.1 Other Agreements. If the Recipient:

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

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

A.29.0 SURVIVAL

A.29.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d),(e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

A.30.1 Responsibility of Federal/Responsible Authority. Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable

agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

A.31.0 ABORIGINAL CONSULTATION

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 DISPUTE RESOLUTION

- A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.
- A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.
- A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.33.0 SPECIAL CONDITIONS

- A.33.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming municipal signing officers for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
 - (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
 - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
 - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remedying).

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	\$ 3, 296, 751.00
Expiry Date	March 31, 2021
Contact information for the purposes of Notice to the Province	Clean Water and Wastewater Fund Address: Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2 Phone: 647-287-7897 Fax: 416-325-7871 Email: Luke.Hillan@ontario.ca Cc : <u>CWWF@infrastructureontario.ca</u>
Contact information for the purposes of Notice to the Recipient	Name: Al Horsman Position: Chief Administrative Officer Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Phone: (705) 759-5347 Fax: (705) 759-5952 Email: cao.horsman@cityssm.on.ca

Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Manager, Inter-governmental Policy Branch
Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Director of Engineering
Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement	Name: Al Horsman Position: Chief Administrative Officer Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Phone: (705) 759-5347 Fax: (705) 759-5952 Email: cao.horsman@cityssm.on.ca

SCHEDULE "C"
PROGRAM FUNDING REQUEST

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule "C.1" (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule "C.1" (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule "C.2" (Sub-project Cost Breakdown).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET AND TIMELINES

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
5AS-001	Sault Ste. Marie, City of	Replace existing storm sewer and appurtenances, and construct a Stormwater Management Pond	The project will replace and upslope 525m of deteriorating and aging storm sewer, improve inlet infrastructure and provide a stormwater retention facility. The objective of the project is to reduce frequency and extent of surface flooding on public and private properties, and reduce surcharging of storm sewers in high flow events without increasing flows to downstream components of the system. It is also intended to replace aging and failing existing sewers. The existing sewers range from 300 mm to 1050mm diameter. The new sewers will range from 300 mm to 2100 mm diameter. The existing material is corrugated steel pipe and concrete, and proposed pipe material for small bore pipe is PVC and large bore will be reinforced concrete. One portion of the sewer will be a 1.8m by 1.2m concrete box culvert. The Stormwater Management Facility is designed for a 1 in 100-year return period and the Regional Storm, and design storm volume in the retention facility is approximately 3 hectare-meters (80,000 cubic meters).	May 29, 2017	March 31, 2018	\$ 5,310,000.00	\$ 2,197,834.00	\$ -	\$ 1,098,917.00	\$ 2,013,249.00	\$ -

SUB-SCHEDULE "C.2"
SUB-PROJECT BUDGET AND TIMELINE

Name of Recipient:	Sault Ste. Marie, City of
Unique Project ID:	SAS-001
Project Title:	Replace existing storm sewer and appurtenances, and construct a Stormwater Management Pond
Project Timeline:	Start Date: 5/29/2017 Completion Date: 3/31/2018

Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
		Eligible	Ineligible	
A LAND				
1 Land Purchase	190,000.0		190,000.0	Estimated cost of easements and property
B CONSTRUCTION				
1 Construction	4,817,408.4	4,817,408.4		Construction and utility relocations of \$110,000
2 Owner Supplied Materials/Equipment	-	-		
3 Other Materials (e.g. permanent software, IT systems)	-	-		
4 Construction Contingency	-	-		
C FF&E				
1 Loose Furniture & Equipment	-		-	
D CONSULTANTS/ PROFESSIONAL				
1 Feasibility Study/ Design Study/ EA		-		Engineering
2 Design Engineering / Consultant	440,530.0	440,530.0		
3 Other Consultants	-	-		
4 Consultants Contingency	-		-	
E ADMIN				
1 Insurances not covered Under Construction Contract	-	-		Project signage allowance
2 Internal Staff Time (directly related to Project)	-	-		
3 Project Signage/ Communications (if not inc. in construction)	3,000.0	3,000.0		
4 Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5 Contingency	-		-	
Sub Total		5,450,938.4	5,260,938.4	190,000.0
Non Rebated HST on Eligible Costs ¹		92,592.5	92,592.5	
Rebated HST on Eligible Costs plus HST on Ineligible Costs ¹		616,029.5		616,029.5
PROJECT TOTAL (F+G+H)			5,353,530.9	806,029.5

Funding Sources					
Feds	\$	Other Feds	\$	Prov	\$
	2,197,834.00		-	1,098,917.00	2,013,249.00
					-

SCHEDULE "D" REPORTING

D.1.0 REPORTING

- D.1.1 Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule "J" (Request for Payment and Payment Procedures).
- D.1.2 Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

- D.2.1 Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to "Project/project" in the template below refer to "Sub-project" as defined in the Agreement. The use of the term "Project/project" is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information	Risk Assessment
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SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL
Final

Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

D.2.2 Additional Information for Progress Reports and Final Progress Reports. In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

D.3.0 OUTCOMES PROGRESS REPORTS

D.3.1 Format and Information for Outcomes Progress Reports. The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

(a) Baseline Data (2015) Template

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to "Project/project" in the table below refer to "Sub-project" as defined in the Agreement. The use of the term "Project/project" is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

Outcome	CWWF Performance Indicator
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

D.4.0 ABORIGINAL CONSULTATION RECORD

D.4.1 Inclusion of Aboriginal Consultation Record. The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.5.0 RISK ASSESSMENT

- D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

D.6.0 CHANGES TO SCHEDULE "D" (REPORTING)

- D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule "D" (Reporting), as determined by the Province at its sole discretion, may be made.
- D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule "D" (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule "B" (Project Specific Information).

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule "E" (Eligible Expenditures and Ineligible Expenditures):

"Eligible Investments" means the Eligible Investments described in section E.2.2 (Eligible Investments).

"Ineligible Expenditures" means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
 - a. Environmental assessment costs
 - b. Engineering costs, including tendering and contract administration

- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
 - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
- c. Project management costs
- d. Material costs
- e. Construction costs
- f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
- iii. Cost incurred between April 1, 2016 and March 31, 2018;
- iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
- v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project;
and
- ix. Costs of completing the CWWF submission.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget and are beyond the scope of section E.2.3(v);
- (e) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) design enhancements over and above those that are described for the Project.

SCHEDULE "F"
EVALUATION

F.1.0 PROJECT EVALUATION

- F.1.1 Recipient's Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient's Participation in Project Evaluation) will be made available to the public.

SCHEDULE "G" COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Communications Activities" include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

"Joint Communications" are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province and Canada.

- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities

related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE "H"
DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITIONS

H.1.1. **Definitions.** For the purposes of this Schedule "H" (Disposal of and Revenues from Assets):

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Repayment.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province's written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the

repayment provided for in section H.2.1 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 Revenues. The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 Deduction by Province. The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province's or Canada's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE "J"
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 Definition. For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

"Final Payment" means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 Procedures. The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 Diligent and Timely Manner. The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 Timing, Reports and Documents. The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule "J.1" (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule "J.2" (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule "J.3" (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule "J.4" (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

J.3.2 Submission of Documents and Reports. The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund
Infrastructure Ontario
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1L5
Fax: 416-392-1906
Email: CWWF@infrastructureontario.ca

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment prior to March 31st, 2019.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after September 31st, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM

CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

TO: Clean Water and Wastewater Fund - Infrastructure Ontario

Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT

CLEAN WATER AND WASTEWATER (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

I, [insert Name], the treasurer of [insert Recipient Name], hereby request that OILC make a disbursement to the [insert Recipient Name] in the principal sum of \$XXX.XX, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the [insert the legal name of the Recipient] (the "Recipient"), on _____, _____ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

Recipient Financial Delegated Authority

FROM:

Address:

Attention:

Email:

Tel. No.

Fax. No.

Signature

Date

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION

CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert address of the Recipient's authorized representative]

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
 - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

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- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards.
2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
4. The value of substantially completed work on the Sub-project is _____
[insert the amount in Canadian dollars].

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

I have authority to bind the Recipient

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER

CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert the address of the professional engineer]

Attention: **[insert the name and title of the professional engineer]**

Email: **[insert the email address of the professional engineer]**

Telephone No.: **[insert the telephone number of the professional engineer]**

Facsimile: **[insert the facsimile number of professional engineer]**

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I

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Final

have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work;
 - d. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
 - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
 - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at _____ (municipality/LSB/First Nations), in the Province of Ontario, this
_____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

The Corporation of the City of Sault Ste. Marie and Ontario CWWF TPA

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SCHEDULE "K"
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)
ATTESTATION FORM

[insert the name of the authorized senior official of the Recipient]

[insert the name of the Recipient]

[insert the address of the Recipient]

I, **[insert name]**, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
 - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
 - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: _____ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: _____.

Dated, this **[insert date]**.

Signature

[insert name]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-161

WARD BOUNDARIES REVIEW: (C2.13(5)) A by-law to amend the ward boundaries for The Corporation of the City of Sault Ste. Marie.

WHEREAS The Corporation of the City of Sault Ste. Marie is at the present time divided into six wards;

WHEREAS a Committee of Council was created on February 9, 1998 to make recommendations concerning possible ward boundary changes;

WHEREAS the Committee reported to Council at its meeting on July 17, 2017;

WHEREAS public meetings were held to consider the matter on July 25th, 2017 and August 2nd, 2017; and

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 222(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto **ENACTS** as follows:

1. **RE-DIVISION OF CITY WARDS**

The City of Sault Ste. Marie is re-divided into five wards, the boundaries of which are as set out in Schedule "A" attached to this by-law.

2. **SCHEDULES "A", "B", "C", "D", "E" AND "F"**

Schedule "A" Legal Description;

Schedule "B" Ward 1 Map;

Schedule "C" Ward 2 Map;

Schedule "D" Ward 3 Map;

Schedule "E" Ward 4 Map; and

Schedule "F" Ward 5 Map form part of this By-law.

3. **BY-LAW 99-94 REPEALED**

By-law 99-94 is hereby repealed.

4. **EFFECTIVE DATE**

Subject to Section 222(8) of the *Municipal Act, 2001*, S.O. 2001, c. 25, this By-law is deemed to come into force on the day the new Council of the Municipality is organized following a regular election; and pursuant to Section 222(9) of the *Municipal Act, 2001*, S.O. 2001, c. 2, the ward boundaries adopted by this By-law shall apply at the next regular election held under the *Municipal Elections Act 1996*.

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

mw \\citydata\\LegalDept\\Legal\\Staff\\BY-LAWS\\2017\\2017-161 - Amend Ward Boundaries.doc

Appendix “A” to By-law 2017-161

Description of Ward Boundaries, City of Sault Ste. Marie

Ward 1:

That part of the City of Sault Ste. Marie more particularly described as follows:

COMMENCING at the point of intersection of the centre lines of Trunk Road and the prolongation of Churchill Boulevard;

THENCE north-easterly along centre of Trunk Road to its intersection with the prolongation of the easterly boundary of Lot 36, Plan H-722;

THENCE north-westerly along the said prolongation to the south-east corner of Lot 36, Plan H-722;

THENCE north-easterly along the north limit of Frontenac Street to the south-west corner of Lot 9, H-717;

THENCE north-westerly along the line between Lots 19 and 20 River Range Rankin Location to the south-westerly corner of Lot 5, H-717;

THENCE northerly along the municipal boundary to its intersection with the Root River;

THENCE easterly along the windings of the centre line of the Root River to the east limit of the former Township of Tarentorus;

THENCE southerly along the said east limit and its prolongation to the international boundary in the St. Marys River;

THENCE westerly along the international boundary to its intersection with the prolongation of Churchill Boulevard;

THENCE north-easterly along the said prolongations of the centre line of Churchill Boulevard and along the centre line of Churchill Boulevard to the point of commencement.

Save and except lands identified as Batchewana First Nation.

Ward 2

THAT PART of the City of Sault Ste. Marie more particularly described as follows:
COMMENCING at the point of intersection of the centre line of West Street with the
centre line of Queen Street West;

THENCE southerly along the prolongation of the centre line of West Street to the
shoreline of the St. Marys River;

THENCE perpendicular westerly to the prolongation of the centre line of Farwell
Terrace;

THENCE south along the prolongation of the centre line of Farwell Terrace to the
international boundary in the St. Marys River;

THENCE easterly along the international boundary to its intersection with the
prolongation of the centre line of Churchill Boulevard;

THENCE northeasterly along the centre line of the prolongations of Churchill Boulevard
and along the centre line of Churchill Boulevard to its intersection with the centre line of
Trunk Road;

THENCE north-easterly along the centre line of Trunk Road to its intersection with the
centre lines of Trunk Road and Black Road;

THENCE northerly along the centre line of Black Road to its intersection with the centre
line of McNabb Street;

THENCE westerly along the centre line of McNabb Street to its intersection with the
centre line of St. George's Avenue;

THENCE north-westerly along the centre line of St. George's Avenue to its intersection
with the prolongation of the north-east corner of Lot 73, Plan H-732;

THENCE southerly to the north-east corner of Lot 73, Plan H-732;

THENCE westerly to the north-west corner of Lot 75, Plan H-732;

THENCE southerly to the north-east corner of Lot 76, Plan H-732;

THENCE westerly to the north-west corner of Lot 76, Plan H-732;

THENCE southerly to the intersection of the prolongation of the centre line of McNabb
Street with the centre line of Salisbury Avenue;

Description of Ward Boundaries

Page 3

THENCE westerly along the north lot line of Part 1, Plan 1R-9899 to the north-west corner of Part 1, Plan 1R-9899;

THENCE southerly along the west boundary of Part 1, Plan 1R-9899 to its intersection with the centre line of Trelawne Avenue;

THENCE south-easterly along the centre line of Trelawne Avenue to its intersection with the centre line of Rosedale Place;

THENCE north-easterly along the centre line of Rosedale Place to the prolongation of the rear lot line of Part 7, Plan 285;

THENCE south-easterly along the rear of lots fronting on Trelawne Avenue to the south-east corner of Lot JPT, Block 18, Plan 1618 and continuing south-easterly to intersect with the centre line of Bruce Street;

THENCE south-westerly along the centre line of Bruce Street to its intersection with the centre line of the Canadian Pacific Railway;

THENCE westerly along the Canadian Pacific Railway to its intersection with the centre line Carmen's Way;

THENCE southerly along the centre line of Carmen's Way to its intersection with the centre line of Cathcart Street;

THENCE westerly along the centre line of Cathcart Street to its intersection with the centre line of West Street;

THENCE southerly along the centre line of West Street to the point of commencement.

Save and except lands identified as Batchewana First Nation.

Ward 3

THAT PART of the City of Sault Ste. Marie more particularly described as follows:

COMMENCING at the point of intersection of the centre lines of Pim Street and McNabb Street;

THENCE northerly along the centre line of Great Northern Road to its intersection with the centre line of Second Line East;

THENCE westerly along the centre line of Second Line East to its intersection with the centre line of Peoples Road;

THENCE northerly along the centre line of Peoples Road to its intersection with the centre line of Fourth Line West;

THENCE easterly along the centre line of Fourth Line West to its intersection with the centre line of Old Goulais Bay Road;

THENCE northerly along the limit between the former Townships of Korah and Tarentorus (and along the centre line of Old Goulais Bay Road {opened and unopened}) to the northerly municipal boundary of the City of Sault Ste. Marie;

THENCE easterly along the northerly municipal boundary of the City of Sault Ste. Marie (formerly the north limit of the Township of Tarentorus) to the north-east angle of Broken Section 1 of the former Township of Tarentorus;

THENCE southerly along the east limit of the former Township of Tarentorus to its intersection with the most northerly tract of land described as the Rankin Mineral Location;

THENCE due west a distance of 2,442 feet more or less to the north-west limit of the Rankin Mineral Location;

THENCE along the municipal boundary being also the west limit of the Rankin Location Reserve No. 15D to its intersection with the centre line of Trunk Road;

THENCE south-westerly along the centre line of Trunk Road to its intersection with the centre line of Black Road;

THENCE northerly along the centre line of Black Road to the centre line of McNabb Street;

THENCE westerly along the centre line of McNabb Street to the point of commencement.

Ward 4

THAT PART of the City of Sault Ste. Marie more particularly described as follows:

COMMENCING at the point of intersection of the centre lines of Second Line East and Great Northern Road;

THENCE southerly along the centre line of Great Northern Road to its intersection with the centre line of McNabb Street;

THENCE westerly along the centre line of McNabb Street to its intersection with the centre line of St. George's Avenue ;

THENCE north-westerly along the centre line of St. George's Avenue to its intersection with the prolongation of the north-east corner of Lot 73, Plan H-732;

THENCE southerly to the north-east corner of Lot 73, Plan H-732;

THENCE westerly to the north-west corner of Lot 75, Plan H-732;

THENCE southerly to the north-east corner of Lot 76, Plan H-732;

THENCE westerly to the north-west corner of Lot 76, Plan H-732;

THENCE southerly to the intersection of the prolongation of the centre line of McNabb Street with the centre line of Salisbury Avenue;

THENCE westerly along the north lot line of Part 1, Plan 1R-9899 to the north-west corner of Part 1, Plan 1R-9899;

THENCE southerly along the west boundary of Part 1, Plan 1R-9899 to its intersection with the centre line of Trelawne Avenue;

THENCE south-easterly along the centre line of Trelawne Avenue to its intersection with the centre line of Rosedale Place;

THENCE north-easterly along the centre line of Rosedale Place to the prolongation of the rear lot line of Part 7, Plan 285;

THENCE south-easterly along the rear of lots fronting on Trelawne Avenue to the south-east corner of Lot JPT, Block 18, Plan 1618 and continuing south-easterly to intersect with the centre line of Bruce Street;

THENCE south-westerly along the centre line of Bruce Street to its intersection with the centre line of the Canadian Pacific Railway;

THENCE westerly along the Canadian Pacific Railway to its intersection with the centre line Carmen's Way;

THENCE southerly along the centre line of Carmen's Way to its intersection with the centre line of Cathcart Street;

THENCE westerly along the centre line of Cathcart Street to its intersection with the centre line of West Street

THENCE southerly along the centre line of West Street to the shoreline of the St. Marys River;

THENCE perpendicular westerly to the prolongation of the centre line of Farwell Terrace;

THENCE northerly along the centre line of the prolongation of Farwell Terrace to its intersection with the centre line of Lyons Avenue;

THENCE westerly along the centre line of Lyons Avenue to its intersection with the centre line of Korah Road;

THENCE north-westerly along the centre line of Korah Road to its intersection with the centre line of Second Line West;

THENCE westerly along the centre line of Second Line West to its intersection with the centre line of Goulais Avenue;

THENCE northerly along the centre line of Goulais Avenue to its intersection with the centre line of Fourth Line West;

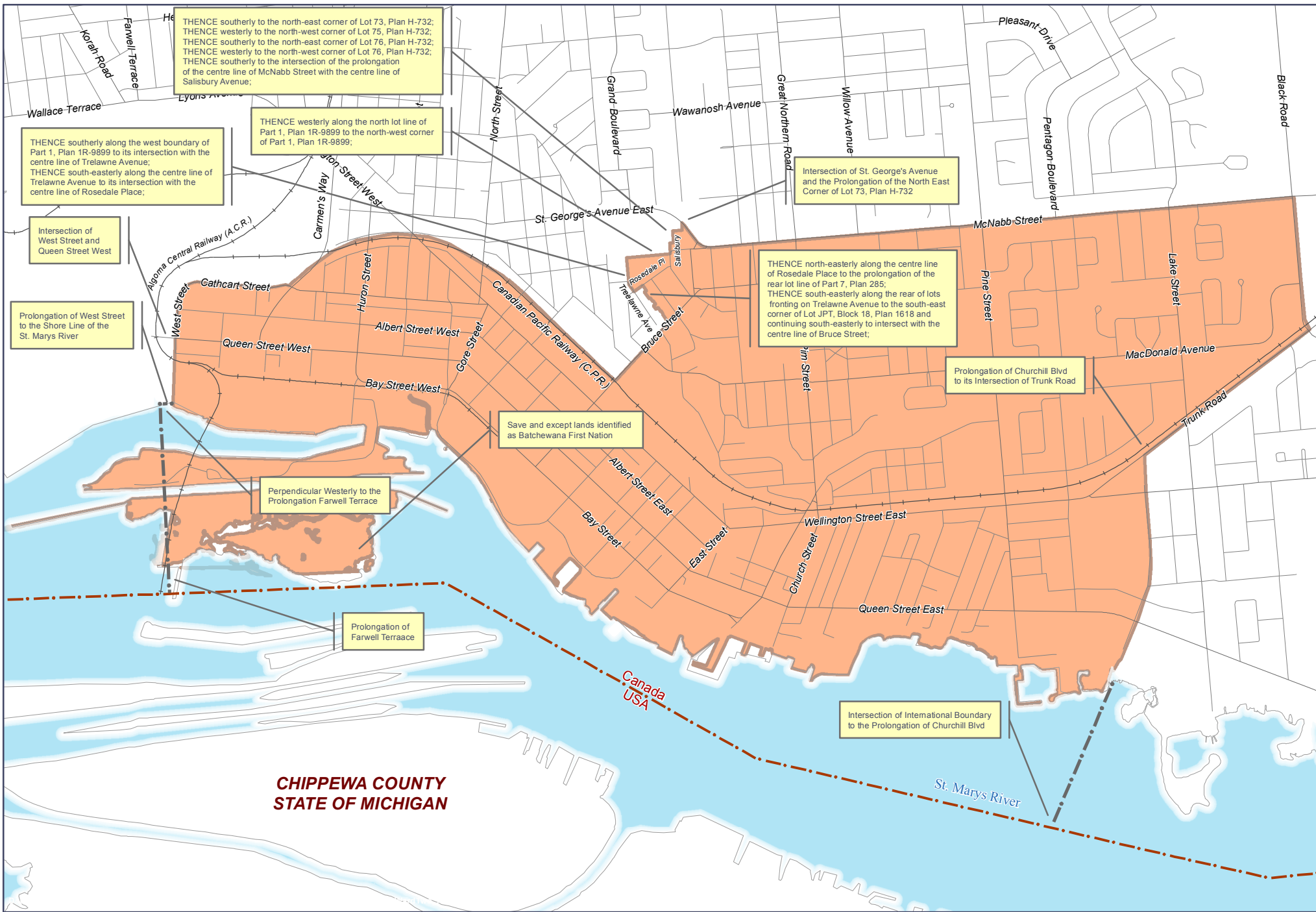
THENCE easterly along the centre line of Fourth Line West to its intersection with the centre line of Peoples Road;

THENCE southerly along the centre line of Peoples Road to its intersection with the centre line of Second Line East;

THENCE easterly along the centre line of Second Line East to the point of commencement.

Ward Five

THAT PART of the City of Sault Ste. Marie more particularly described as follows:
COMMENCING at the north-west angle of Section 6 in the former Township of Korah;
THENCE easterly along the northerly municipal boundary of the City of Sault Ste. Marie (formerly the northerly limit of the Township of Korah) to the north-east angle of Section 1 of the said Township;
THENCE southerly along the limit between the former Townships of Korah and Tarentorus to its intersection with the centre line of Fourth Line West;
THENCE westerly along the centre line of Fourth Line West to its intersection with the centre line of Goulais Avenue;
THENCE southerly along the centre line of Goulais Avenue to its intersection with the centre line of Second Line West;
THENCE easterly along the centre line of Second Line West to its intersection with the centre line of Korah Road;
THENCE south-easterly down the centre line of Korah Road to its intersection with the centre line of Wallace Terrace;
THENCE easterly along the centre line of Wallace Terrace and Lyons Avenue to its intersection with the prolongation of the centre line of Farwell Terrace;
THENCE southerly along the centre line of the prolongation of Farwell Terrace to the international boundary in the St. Marys River;
THENCE westerly along the international boundary in the St. Marys River and Lake Superior to its intersection with the prolongation of the north-west angle of Section 5, Township of Parke;
THENCE northerly along the said prolongation to the north-west angle of Section 5, Township of Parke;
THENCE easterly along the south limit of the Township of Prince to the centre line of Town Line Road being the limit between the Township of Prince and the City of Sault Ste. Marie;
THENCE northerly along the centre line of Town Line Road and its prolongation to the point of commencement.



City of
Sault Ste. Marie

Ward Boundaries - 2017

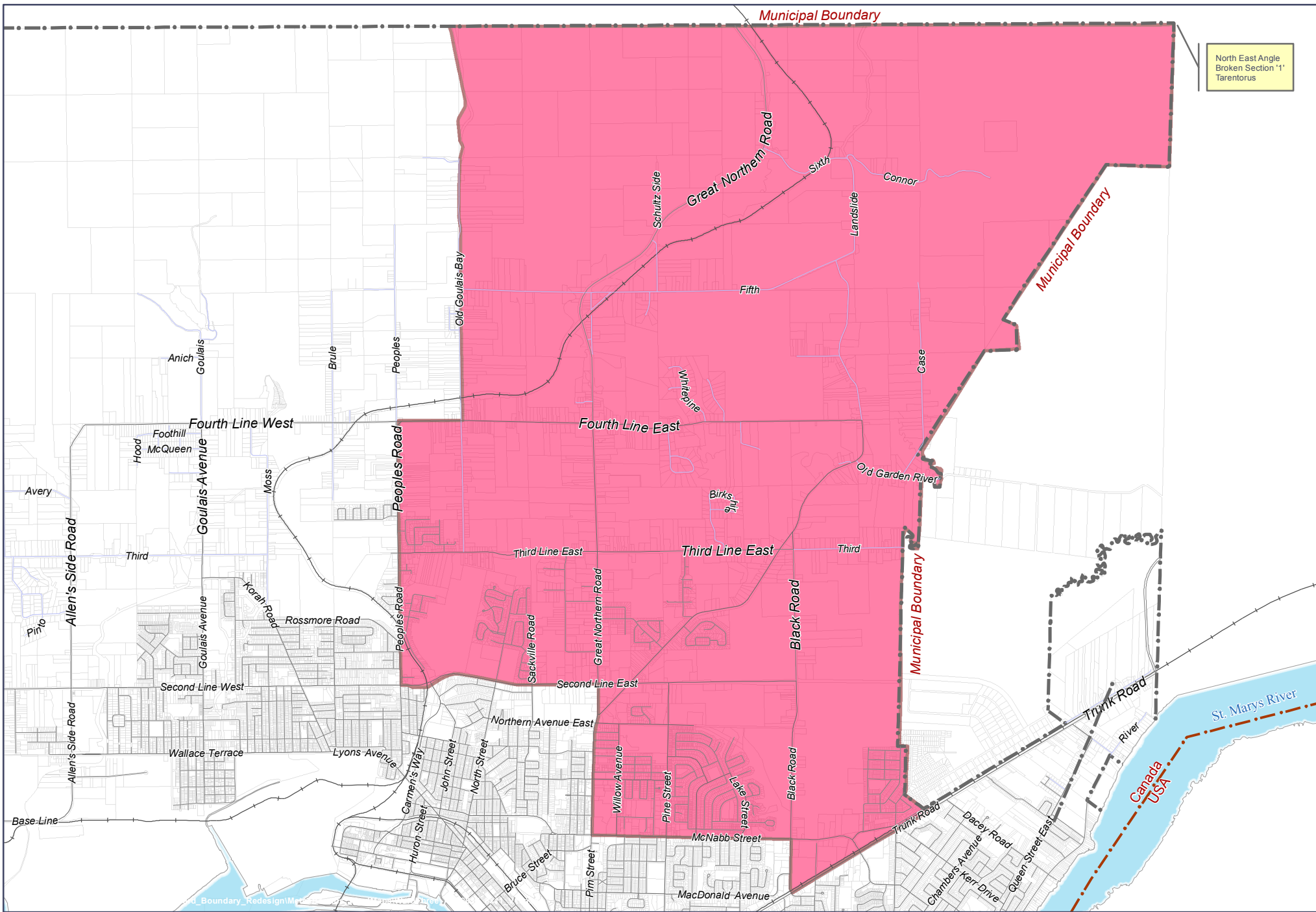
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Schedule 'C' Ward Two

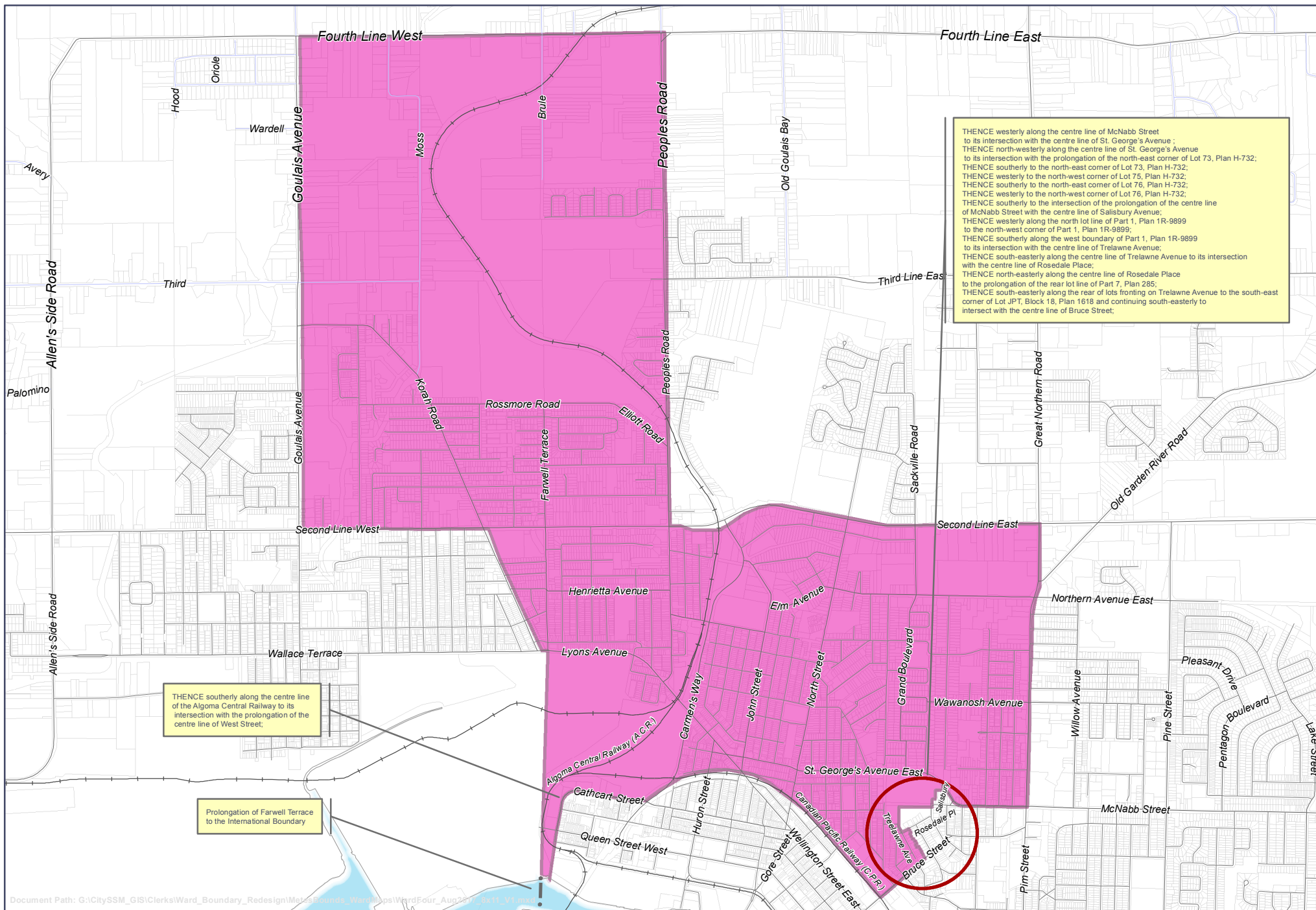
The Corporation of the City of Sault Ste. Marie
 Engineering & Planning Department
 Planning Division
 August 15, 2017
 This map is for general reference only
 Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 50100 200 Meters
 1:24,000





North East Angle
Broken Section '1'
Tarentorus



City of
Sault Ste. Marie

Ward Boundaries - 2017

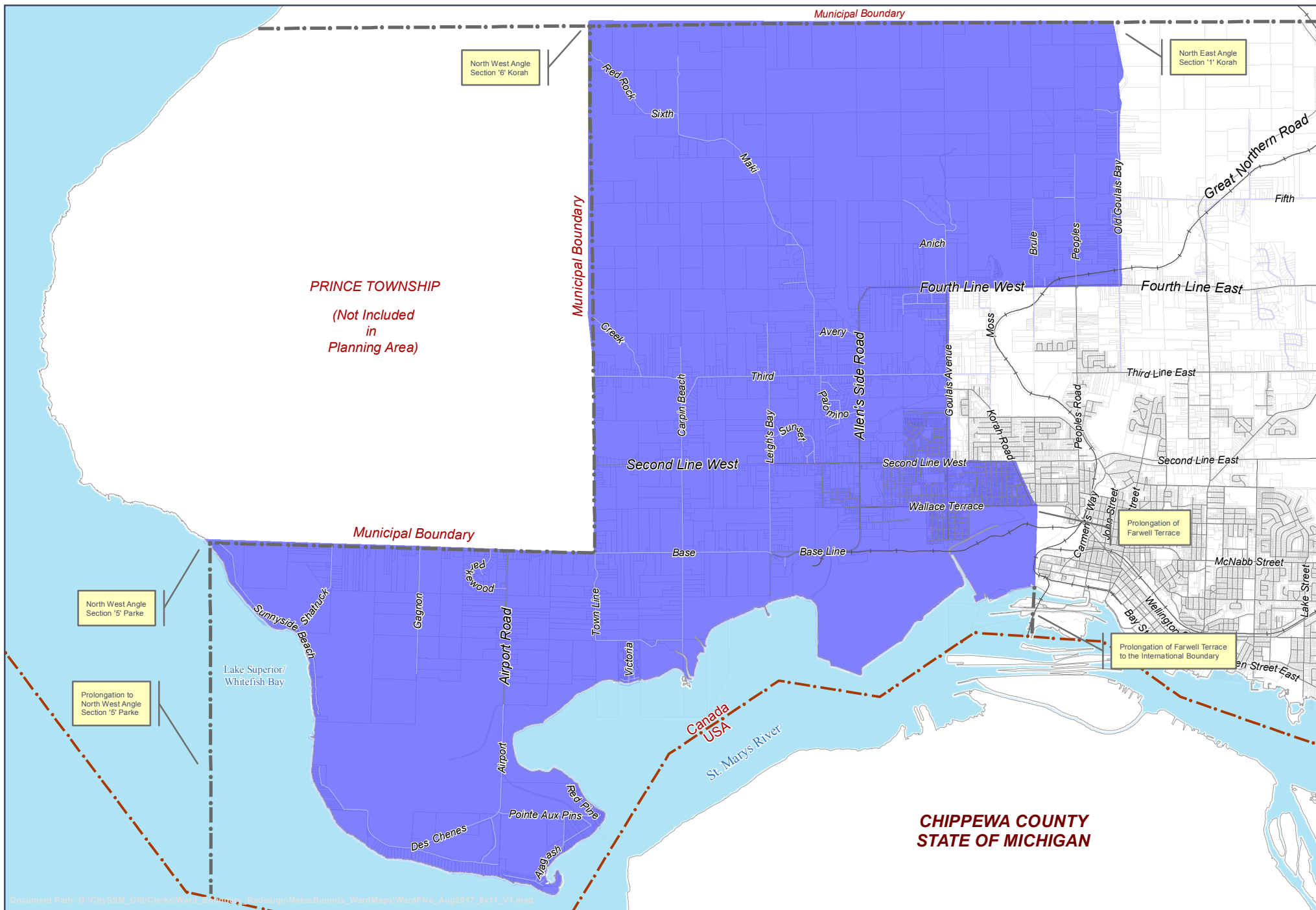
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Schedule 'E'
Ward Four

The Corporation of the City of Sault Ste. Marie
 Engineering & Planning Department
 Planning Division
 August 15, 2017
 This map is for general reference only
 Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 16N 0 100200 400 Meters
 GCS North American 1983



1:32,000



City of
Sault Ste. Marie

Ward Boundaries - 2017

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Schedule 'F'
Ward Five

The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
August 15, 2017
This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N 0 250500 1,000 Meters
GCS North American 1983 1:90,000



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-162

PARKING: (P3.9(4)) A by-law to repeal By-law 2017-143 (a by-law amending Schedule "A" to By-law 93-165).

WHEREAS on July 17, 2017, City Council passed By-law 2017-143 which repealed and replaced Schedule "A" to By-law 93-165;

AND WHEREAS the by-law was intended to repeal and replace Schedule "A" to By-law 90-305;

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

1. **BY-LAW 2017-143 REPEALED**

By-law 2017-143 is hereby repealed.

2. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-163

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

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

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

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

2. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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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/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 /JESSAR 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 /JESSAR 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	BELLEVUE 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	TAABEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRANCOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACLENNAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCI, 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 NORTH IERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE 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 /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLEVUE 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 /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR 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 /JESSAR 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
568	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
569	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARLETTE, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /JESSAR 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 /JESSAR 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/JESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/JESSAR 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	GARRICATO, 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 2017-164

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and IBI Group Professional Services (Canada) Inc. for the Downtown Traffic Study project.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 21, 2017 between the City and IBI Group Professional Services (Canada) Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Downtown Traffic Study project.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)

**CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Downtown Traffic Study

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 21st day of August A. D. 2017

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

IBI GROUP PROFESSIONAL SERVICES (CANADA) INC

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to complete the preparation of a Downtown Traffic Study.

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:

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DEFINITIONS

1. 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.

2. Services -

3. RFP -

4. Addenda –

5. Order of Precedence:

- i. Addendums
- ii. Request for Proposal issued
- iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

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.

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- 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 \$2,000,000.00 per occurrence and in the aggregate for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.14 **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.

1.15 **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.

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1.16 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client.

1.17 **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.

1.18 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.19 **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.

1.20 **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.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- Arbitration
- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after

argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.

- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 **Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

Phase 1: Traffic Analysis and Concept Development

Task 1.1: Study Initiation / Data Collection

Task 1.2: Initial Opportunities and Constraints Analysis

Task 1.3: Study Notifications

Task 1.4: Traffic Modeling

Task 1.5: Existing Traffic Conditions and Intersection Operations

Task 1.6: Peer Review

Task 1.7: Problem/Opportunity Statement (EA Phase 1)

Task 1.8: Confirm Conversion Alternatives

Phase 2: Impact Assessment

Task 2.1: Confirm Evaluation Methodology

Task 2.2: Evaluation Screening of Transportation Impacts

Task 2.3: Evaluation Screening of Other Impacts

Task 2.4: PIC #1

Task 2.5: Preliminary Preference (EA Phase 2)

Phase 3: Functional Design

Task 3.1: Functional Design

Task 3.2: Cost Estimation

Task 3.3: PIC #2

Phase 4: EA Documentation (EA Schedule B)

Task 4.1: Project File Report (Schedule B)

Task 4.2: Council Presentation / Decision

Task 4.3: Mandatory Public Review Period / EA Filing

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

3.2 Basis of Payment

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

Percentage of project completion will be reported and invoiced monthly on the basis of the four phases in the proposal and Phase budgets outlined by the following (excluding HST).

Phase 1: Traffic Analysis and Concept Development	\$36,280
Phase 2: Impact Assessment	\$29,100
Phase 3: Functional Design	\$24,720
Phase 4: EA Documentation (EA Schedule B)	\$10,260

3.3 Payment

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.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 04 Day of August, 2017

Signature	 	
Name	Brian Hollingworth	Ron Stewart
Title	Director	Deputy Regional Director, Canada East

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 _____, 20____

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor, City of Sault Ste. Marie	Title	City Clerk

SCHEDULE "A"

7 Fee Schedule

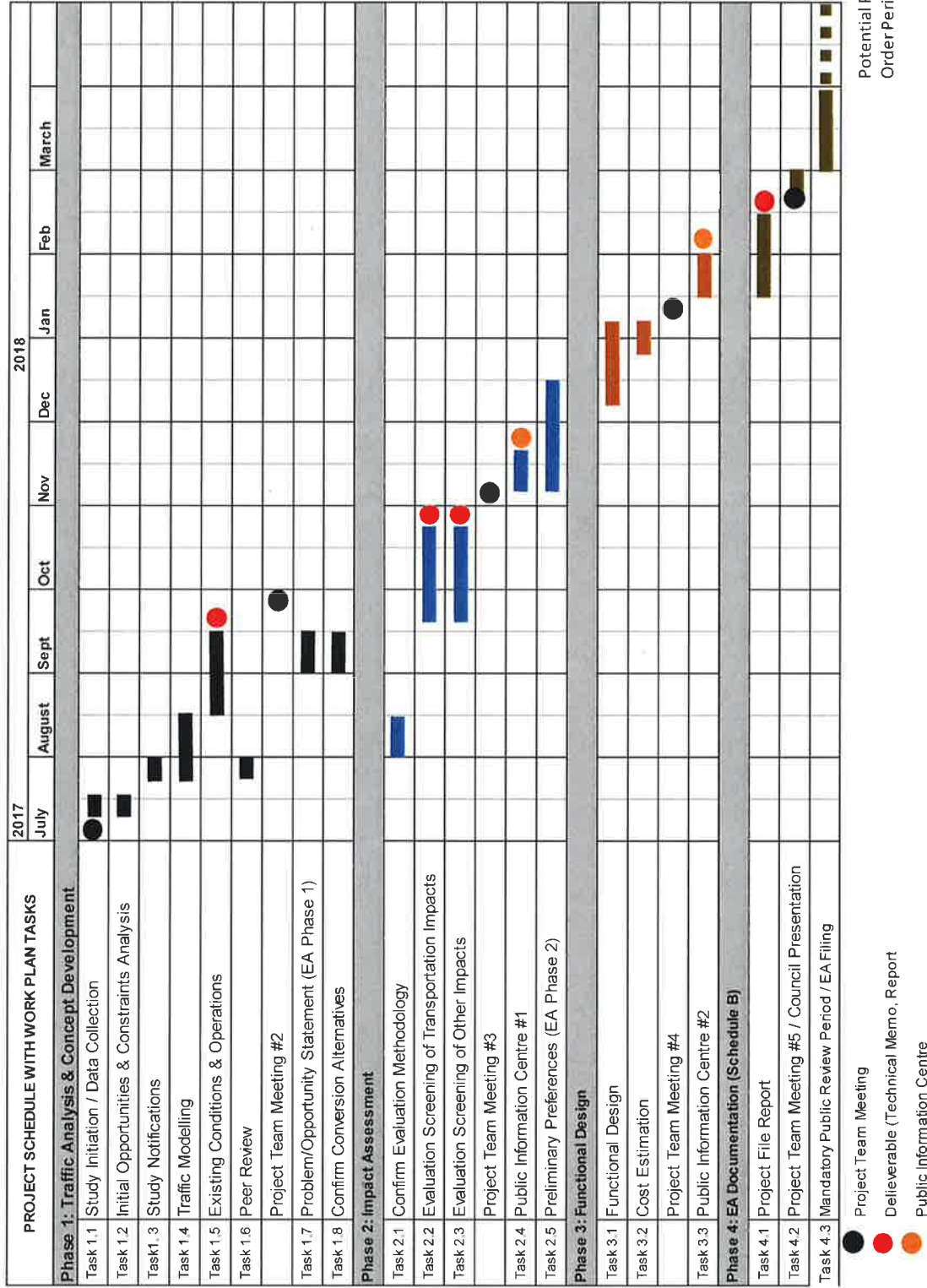
Exhibit 7-1 provides our proposed fee schedule to conduct this study based on the RFP and this proposal. It includes all key consulting team members, anticipated expenses including travel and our charge out rates. This is a Fixed Fee estimate of **\$100,360** excluding HST.

Exhibit 7-1: Detailed Fee Schedule

	Key Team Members		Mori	Johnston	Drackley	Colw #	Perks	Roethel	Holland	Lohmus	Petch	Alden	Int. Eng	Jr. Eng	Admin	Total Hours	Labour Cost	Travel Disbursements	Fees
	Hourly Rates		\$250	\$145	\$210	\$175	\$175	\$130	\$110	\$175	\$90	\$100	\$130	\$90	\$80				
Phase 1: Traffic Analysis & Concept Development																			
Task 1.1	Study Initiation / Data Collection			8		8							2	8		26	\$3,540	\$2,000	\$5,540
Task 1.2	Initial Opportunities & Constraints Analysis			8		8										16	\$2,560		\$2,560
Task 1.3	Study Notifications				1							4			2	7	\$770		\$770
Task 1.4	Traffic Modelling		1	4		8							12	60		85	\$9,190		\$9,190
Task 1.5	Existing Traffic Conditions & Intersection Operations			8	2	8					4		8	40		70	\$7,980		\$7,980
Task 1.6	Peer Review				4								16			20	\$2,920		\$2,920
	Project Team Meeting #2			8		8										16	\$2,560	\$2,000	\$4,560
Task 1.7	Problem/Opportunity Statement (EA Phase 1)			2	2	2										6	\$1,060		\$1,060
Task 1.8	Confirm Conversion Alternatives			4	2	4										10	\$1,700		\$1,700
	Sub-Total Hours		1	42	11	46	0	0	0	0	4	4	38	108	2	256			
	Sub-Total Fees		\$250	\$6,090	\$2,310	\$8,050	\$0	\$0	\$0	\$0	\$360	\$400	\$4,940	\$9,720	\$160		\$32,280	\$4,000	\$36,280
Phase 2: Impact Assessment																			
Task 2.1	Confirm Evaluation Methodology				4											4	\$840		\$840
Task 2.2	Evaluation Screening of Transportation Impacts		1	4		10							16	66		97	\$10,600		\$10,600
Task 2.3	Evaluation Screening of Other Impacts			2	4		8			10	10			8		52	\$7,000		\$7,000
	Project Team Meeting #3			8		8										16	\$2,560	\$2,000	\$4,560
Task 2.4	Public Information Centre (PIC) #1			8	2	8						10				28	\$3,980		\$3,980
Task 2.5	Preliminary Preference (EA Phase 2)			4	4	4										12	\$2,120		\$2,120
	Sub-Total Hours		1	26	14	30	8	0	10	10	10	10	16	74	0	209			
	Sub-Total Fees		\$250	\$3,770	\$2,940	\$5,250	\$1,400	\$0	\$1,100	\$1,750	\$900	\$1,000	\$2,080	\$6,660	\$0		\$27,100	\$2,000	\$29,100
Phase 3: Functional Design																			
Task 3.1	Functional Design						10	45	20					40		115	\$13,400		\$13,400
Task 3.2	Cost Estimation						8							20		28	\$3,200		\$3,200
	Project Team Meeting #4			8			8									16	\$2,560	\$2,000	\$4,560
Task 3.3	Public Information Centre #2			8			8					10				26	\$3,560		\$3,560
	Sub-Total Hours		0	16	0	0	34	45	20	0	0	10	0	60	0	185			
	Sub-Total Fees		\$0	\$2,320	\$0	\$0	\$5,950	\$5,850	\$2,200	\$0	\$0	\$1,000	\$0	\$5,400	\$0		\$22,720	\$2,000	\$24,720
Phase 4: EA Documentation (Schedule B)																			
Task 4.1	Project File Report		2	8	4							16			10	40	\$4,900		\$4,900
Task 4.2	Project Team Meeting #5 / Council Presentation			12												12	\$1,740	\$1,000	\$2,740
Task 4.3	Mandatory Public Review Period / EA Filing			4	4							12				20	\$2,620		\$2,620
	Sub-Total Hours		2	24	8	0	0	0	0	0	0	28	0	0	10	72			
	Sub-Total Fees		\$500	\$3,480	\$1,680	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800	\$0	\$0	\$800		\$9,260	\$1,000	\$10,260
	Sub-Total Hours		0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	Sub-Total Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0
	Total Hours		4	108	33	76	42	45	30	10	14	52	54	242	12	722			
	Total Fees		\$1,000	\$15,660	\$6,930	\$13,300	\$7,350	\$5,850	\$3,300	\$1,750	\$1,260	\$5,200	\$7,020	\$21,780	\$960		\$91,360	\$9,000	\$100,360

6 Project Schedule

Our proposed study schedule with task timelines, progress meetings and deliverables is provided on Exhibit 2. It extends from commencement of services on July 1, 2017 to Council presentation and filing of the Schedule B EA expected in March 2018. A 30 day mandatory public review period would then follow. Receipt of any Part II Orders by MOECC would delay the EA process completion, but the study and Project File Report would be completed.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-165

STREET ASSUMPTION: (Map 82) A by-law to assume for public use and establish as a public street that portion of Holden Street described as PART PIN 31567-0199 (LT) PT HOLDEN STREET PLAN H423 ABUTTING PART LOT 6 AND PART LOT 11, in the Holden Subdivision, Plan H423.

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PART PIN 31567-0199 (LT) PT HOLDEN STREET PLAN H423 ABUTTING PART LOT 6 AND PART LOT 11, in the Holden Subdivision, Plan H423.

2. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\BY-LAWS\2017\2017-165 STREET ASSUMP PT HOLDEN STREET.DOC

SCHEDULE "A"

**THIS SCHEDULE IS FOR INFORMATION PURPOSES ONLY.
IT DOES NOT FORM PART OF THIS BY-LAW.**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-167

AGREEMENT: (AG38) A by-law to authorize the execution of the Agreement between the City and Hydro One Sault Ste. Marie Holding Corp. ("Hydro One") which will allow Hydro One to continue to occupy a portion of City property wherein anchoring and guying equipment for power transmission lines are located.

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 August 21, 2017 between the City and Hydro One Sault Ste. Marie Holding Corp. ("Hydro One"), a copy of which is attached as Schedule "A" hereto. This Agreement will allow Hydro One to continue to occupy a portion of City property wherein anchoring and guying equipment for power transmission lines are located.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS LICENCE made the day of , 2017.
(Hereinafter referred to as the "Licence Date")

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "Licensor"

Of the First Part

– and –

HYDRO ONE SAULT STE. MARIE HOLDING CORP.
hereinafter referred to as the "Licensee"

Of the Second Part

WHEREAS the Licensee has requested the Licensor to grant to it a license to install, use and maintain anchoring and guying equipment for a power transmission line on and over certain lands owned by the Licensor hereinafter described;

AND WHEREAS the Licensor has agreed to grant such license to the Licensee upon the terms and conditions hereinafter set forth;

NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and agreements as herein contained it is hereby agreed by the parties hereto as follows:

1. Lands Authorized Usage

The Licensor doth hereby grant until the Licensee, its servants and agents a non-exclusive license to enter upon the lands outlined in red on the plan annexed hereto as Schedule "A", being a strip of land twenty feet in width and containing .022 acres, more or less, located north of Everett Street and east of Peoples Road in the City of Sault Ste. Marie, in the District of Algoma, Province of Ontario (hereinafter referred to as the "said lands"), solely for the purpose of installing, using and maintaining thereon wires, cables, accessories and other equipment necessary for the anchoring and guying of a power transmission line structure located immediately to the south of the said lands (hereinafter referred to as the "transmission line equipment").

2. Term

The term of the within licence is Twenty (20) years computed from the license date, subject however to termination as hereinafter provided.

3. License Fee

During the currency hereof, the Licensee hereby agrees to pay to the Licensor in advance on the licence date and annually in advance on every anniversary of the said licence

date, a licence fee in the amount of:

- a) Two Hundred and Fifty (\$250.00) Dollars for each of the first ten (10) years of the term; and
- b) Three Hundred (\$300.00) Dollars for each of the final (10) years of the term.

4. Taxes

The Licensee covenants to pay when due and payable any and all forms of taxes, rates, dues and assessments, whatsoever, now charged or hereafter to be charged upon the said lands or the transmission line equipment or charged upon the Licensor on account thereof, or otherwise charged upon either party hereto due to the existence of this license.

5. Governmental Requirements/Approvals/Permits

The Licensee agrees to observe and comply at its sole expense with all governmental requirements, including all legislation, regulations and conditions, statutory and otherwise, that may from time to time be in force and which would affect in any manner the said lands or any other lands of the Licensor, or the use thereof by the Licensee, or any activities that may be undertaken by the Licensee, its servants or agents in connection herewith, and the Licensee shall have no recourse against the Licensor under any circumstance whatsoever for the cost thereof or for any damage that may be sustained by the Licensee in the consequence of complying with, carrying out or performing any such governmental requirements; and, without limiting the generality of the foregoing, the Licensee will obtain all necessary approvals and permits (such as work permits, fire permits, water crossing approvals, etc.) from the applicable government agencies or authorities prior to commencement of any activities or operations so governed by the said authorities.

6. Access

The Licensor does not warrant continuation, adequacy, maintenance or safety of any new or existing access to the said lands and access thereto shall be at the sole risk and expense of the Licensee and its servants and agents. Without limiting the generality of the foregoing, if it is necessary to traverse other lands of the Licensor for ingress to or egress from the said lands, the way used therefor shall be that which has been used as or designated by the Licensor as common or public access or, otherwise (such as when required to share existing private access or construct new access across other lands if the Licensor), that which has been approved in writing in advance by the Licensor; and the Licensee hereby agrees to repair any damage to any access that has been caused by the Licensee or its servants or agents.

7. Trees and Vegetation / Clearing

The Licensee will not cut down, damage or destroy any standing trees or other vegetation on the said lands or on any other lands of the Licensor save and except such trees and vegetation which must be cleared (and kept cleared) for the purpose of installing and maintaining the transmission line equipment and such exception shall extend to other immediately adjacent lands of the Licensor when necessary to trim or cut down and remove

such trees as may now or hereafter interfere with or endanger the transmission line equipment. The Licensee agrees to compensate the Licensor for any merchantable timber taken or removed in the clearing of the said lands at a rate equivalent to twice the Licensor's then current stumpage rates. All such merchantable timber shall be down piled in a manner and location that is acceptable to the Licensor for scaling purposes prior to delivery of the same to any mill or other purchaser of the said timber. Mounding or windrowing of tree slash or other vegetative or organic debris generated by such clearing is not permitted on the said lands or on any other lands of the Licensor. The Licensee will not apply herbicides or employ burning techniques in the control of vegetation or the reduction of tree slash or other organic debris without having first obtained written authorization from the Licensor and the applicable governing authorities having jurisdiction there over.

8. Repair

The Licensee shall reasonably and diligently repair, maintain, amend and keep the said lands and the transmission line equipment safe and neat and in good and substantial repair at all times during the currency of this license.

9. Waste Materials

The Licensee, its servants, agents or invitees will not deposit, leave or abandon any waste material, debris, slash, litter or rubbish on the said lands or on any other lands of the Licensor, and any such waste materials will be disposed of any in a manner and place approved by the Licensor and the governing authorities having jurisdiction there over.

10. Gravel

The Licensee covenants and agrees with the Licensor that it will not use any gravel or other such materials found on the said lands or any other lands of the Licensor without having first received written authorization from the Licensor.

11. Mining Activity

The Licensee agrees that in the event of any mining operations being conducted on or adjacent to or underneath the said lands, the person or firm conducting such mining operations shall be free to dig, tunnel or min beneath the said lands provided always that such mining operations shall not fail to provide adequate support for the transmission line equipment.

12. Other Uses/Users of the Lands

This license does not in any manner limit the construction, use and maintenance of access roads, transmission lines, utilities or service by the Licensor or other parties authorized by it on, along or across the said lands, and at all times the Licensee agrees, at its sole expense, to maintain safe clearance of the said transmission line equipment over or near ant such access roads now existing or hereafter to be constructed; and, without limiting the foregoing, the right is hereby reserved to the Licensor, its servants, agents and other persons

or parties authorized by it, to use the said lands provided that any such use does not unduly interfere with the rights of the Licensee specified herein.

13. Relocation

Both parties hereto agree that upon issuance of written notification by the Licensor twelve (12) months in advance, the Licensor shall have the right to relocate all or any section of the transmission line equipment to surrounding or adjacent lands owned or acquired by the Licensor. Such relocation shall be carried out and completed at the expense of the Licensor and all necessary work and construction shall be in accordance with then current governmental regulations. The relocated transmission line equipment shall be of at least equivalent structure, capacity and quality to that of the said transmission line equipment immediately prior to relocation.

14. Closure/Removal

Upon the expiration or termination of this license in any manner and for whatever reason, the Licensee shall, at its sole risk and expense, and without in any way affecting any of the continuing liabilities of the Licensee contained within this license agreement, forthwith remove or close the transmission line equipment, whichever, as directed by the Licensor, promptly and in a manner that is satisfactory to the Licensor and any governmental authority having jurisdiction in that regard, and shall leave the said lands vacant, sage, neat, clean, level, free and clear of all waste material.

15. Indemnification

The Licensee will at all times indemnify and save harmless the Licensor from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever arising, including those concerning any environmental liability and those for compensation under the Workers' Compensation Act or any similar Act, whatsoever, made or brought against, suffered by, or imposed upon the Licensor or its property, servants, agents or any other person, firm or corporation in respect of any injury, death, loss or damage of or to any person or property (including, without limitation, servants, agents, permittees, invitees, licensees, lessees and property of the Licensor and the Licensee) directly or indirectly arising out of, resulting from or sustained by reason of this license, or the presence of the transmission line equipment, or the Licensee's occupancy or use of the said lands or any buildings, fixtures, improvements, structures or chattels thereon, or the Licensee's use of other lands of the Licensor in the course of ingress to or egress from the said lands, or any operation connected with this license, or any breach or non-performance by the Licensee of its covenants and obligations under this license; it being acknowledged and agreed by the Licensee that its liability hereunder shall survive expiration or other termination of this license.

16. Liability Insurance

The Licensee agrees to maintain at all times during the currency of this license hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive public liability insurance in respect of personal injury, death, loss or damage of or to any

person or property of third parties, with insurers of recognized responsibility. The Licensors shall be added as an Additional Insured in the required liability insurance policy or policies and no such policy will be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Licensors. Written proof of said insurance shall be provided to the City's Legal Department before the commencement of the Licence Date and on a yearly basis thereafter. The Insurance Certificate shall be the CSIO Form and satisfactory to the City Risk Manager.

17. Registration

The Licensee agrees that it will not register this license in this form or any part thereof or a notice of this license against the title of the said lands and will not deposit or file a copy of this license in this form or any part thereof or a notice of this license in any Registry Office, Land Titles Office or with the Registrar General of Canada without having first received written authorization from the Licensors which, at the sole discretion of the Licensors, may be arbitrarily withheld; and the Licensee agrees, at its sole expense, to discharge any such registration so authorized as above within sixty (60) days following expiration or termination of this license.

18. Assignment

The Licensee covenants that it will not assign or sublet without the consent in writing of the Licensors first had and obtained, such consent to be determined in the sole opinion of the Licensors.

19. Notice

Any notice to be given under this license by either of the parties hereto shall be effectively given is mailed as follows:

TO: **HYDRO ONE SAULT STE. MARIE HOLDING CORP.** (Licensee)
 2 Sackville Rd., Suite B,
 Sault Ste. Marie, ON
 P6B 6J6

and,

TO: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE** (Licensor)
 Attention: Melanie Borowicz-Sibenik
 P.O. Box 580
 99 Foster Drive, Sault Ste. Marie, ON
 P6A 5N1

The respective times of receipt of such notices shall be deemed conclusively to be six (6) business days after the date said notice is deposited in the mail.

20. Waiver of Provisions

No waiver of any of the provisions of this license shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless expressed in writing and agreed upon by both parties hereto.

21. Breach or Non-Performance

Provided always that in the event of any breach or non-performance by the Licensee of any of the covenants or agreements herein contained, and in the event that the said breach or non-performance has not been fully rectified by the Licensee within sixty (60) days of written notice of the said breach or non-performance being given to the Licensee by the Licensors, then the Licensors shall have the right, but not the obligation, and in addition to any other rights or remedies it may have, to immediately terminate the within license. Upon termination as herein provided, all license fees paid in advance by the Licensee shall be forfeited to the Licensors as a penalty without any impairment whatsoever of the Licensors' rights and privileges and the Licensee's duties hereunder.

22. General

This License agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario license agreement; the headings presented in this license are for convenience of reference only and shall not affect the construction or interpretation hereof; and this license agreement shall inure to the benefit of and be binding upon the parties hereto and upon their heirs, executors, administrators, successors and permitted assigns respectively.

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

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**HYDRO ONE SAULT STE. MARIE
HOLDING CORP.**

Name: Arnold Parcels
Title: Acting General Manager

Name: Kevin Lewis
Title: Controller

we have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-168

TEMPORARY STREET CLOSING: (S4.1) A by-law to delegate the authority for the processing and approval of temporary street closures to the Director of Public Works, or his/her designate, pursuant to section 23.1 of the *Municipal Act, 2001* as amended.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 23.1 of the *Municipal Act 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **TEMPORARY STREET CLOSURE APPROVAL POWERS DELEGATED**

The Council hereby delegates to the Director of Public Works, or his/her designate, the authority to process and approve temporary street closure applications for social, recreational, athletic, and community events.

2. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

hh\\CITYDATA\\Legal\\Staff\\BY-LAWS\\2017\\2017-168 - Delegate Signing for Temp Street Closings to Director Public Works.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-169

STREETS: (S4.1) A by-law to amend the Streets By-law 2008-131.

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

1. **AMENDMENTS TO BY-LAW 2008-131**

Section 3 Paragraph (1) of By-law 2008-131 is deleted and hereby replaced with the following:

3. **TEMPORARY CLOSING OF STREETS**

(1) Temporary Closing

The Director of Public Works, or his/her designate, may temporarily close to traffic any street or part of street, whenever it becomes necessary by reason of any work or improvement being carried on thereon, or by reason of the condition therefore, or by reason of any social, recreational, athletic, and community event, or for any other cause deemed sufficient by the said Director, or his/her designate, and may regulate traffic thereon or on any adjacent streets, and may erect and keep thereon any barricade or notice warning the public that such street is closed to traffic, and no person shall remove any such barricade or notice, or enter upon or use a street so temporarily closed.

2. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-170

AGREEMENT: (S1.2) A by-law to authorize the execution of the Amending Grant Agreement between the City and Algoma University dated August 21, 2017.

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 Amending Grant Agreement dated August 21, 2017 between the City and Algoma University, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AMENDING GRANT AGREEMENT

This Amending Grant Agreement is made effective the 21st day of August, 2017 (the "Amending Agreement").

BETWEEN:

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

– and –

ALGOMA UNIVERSITY
(hereinafter "Recipient")

WHEREAS the City and the Recipient entered into a Grant Agreement on January 1, 2017;

AND WHEREAS the City and the Recipient have agreed to amend Schedule "A" to the Agreement;

NOW THEREFORE the parties agree as follows:

SCHEDULE "A"

1. That Paragraph 1, Project Description, Item 2) of the Agreement be amended as follows:

Delete: to an eligible dependent of a municipal employee

and Insert: to a resident of Sault Ste. Marie.

IN WITNESS WHEREOF, the Parties have executed this Amending Grant Agreement effective as of the date first above written.

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

ALGOMA UNIVERSITY

NAME:

TITLE:

I have the authority to bind the corporation.

LEGAL\STAFF\LEGAL\SCHOOLS\1.2 ALGOMA UNIVERSITY\ALGOMA UNIVERSITY AMENDING
AGREEMENT.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-171

AGREEMENT: A by-law to repeal By-law 2002-18 (being a by-law to authorize a Funding Agreement with the F. J. Davey Home).

WHEREAS on February 10, 2003 City Council passed By-law 2003-37 which amended the Agreement between the City and the F. J. Davey Home;

AND WHEREAS on September 14, 2009 City Council passed By-law 2009-152 which also amended the Agreement between the City and the F. J. Davey Home;

AND WHEREAS on January 11, 2016 City Council passed By-law 2016-12 which amended By-law 2002-18;

NOW THEREFORE 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. **BY-LAWS 2002-18, 2003-37, 2009-152 AND 2006-12 REPEALED**

By-laws 2002-18, 2003-37, 2009-152 and 2006-12 are hereby repealed.

2. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-172

AGREEMENT: (R1.11) A by-law to repeal By-law 2012-213 (being a by-law to prohibit wild or exotic animal exhibitions and performances in the City of Sault Ste. Marie).

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. **BY-LAW 2012-213 REPEALED**

By-law 2012-213 is hereby repealed.

2. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\BY-LAWS\2017\2017-172 REPEAL BY-LAW 2012-213.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-173

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Simpson Street from Victoria Avenue to Wellington Street East for a period of four weeks to create three new multi-family lots on Simpson Street.

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 SIMPSON STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Simpson Street from Victoria Avenue to Wellington Street East for a period of four weeks to create three new multi-family lots on Simpson Street.

2. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2017-166

STREET CLOSING: (Map 82) A by-law to stop up, close and authorize the conveyance of a portion of Holden Street in the Holden Subdivision, Plan H423.

WHEREAS the street more particularly described as that portion of Holden Street, described as PART OF PIN 31567-0199 (LT) PT HOLDEN STREET, PLAN H423, ABUTTING PART LOT 6 AND PART LOT 11, PLAN H423, in the Holden Subdivision, Plan H423 was established as a public street and assumed for public use by By-law 2017-165;

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The street more particularly described as that portion of Holden Street described as PART OF PIN 31567-0199 (LT) PT HOLDEN STREET, PLAN H423, ABUTTING PART LOT 6 AND PART LOT 11, PLAN H423, in the Holden Subdivision, Plan H423 having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

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

3. **EASEMENTS TO BE RETAINED**

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

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 21st day of August, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\BY-LAWS\2017\2017-166 STREET CLOSING PT HOLDEN STREET.DOC

SCHEDULE "A"

**THIS SCHEDULE IS FOR INFORMATION PURPOSES ONLY.
IT DOES NOT FORM PART OF THIS BY-LAW.**



Penno Road