



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

Monday, September 11, 2017

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	12 - 31
Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
Resolved that the Minutes of the Regular Council Meeting of 2017 08 21 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 J. Hupponen Seconder Councillor L. Turco	
Resolved that the Agenda for 2017 09 11 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Ovarian Cancer Awareness Month	
Sharon Kirkpatrick, Vice-President, Zonta Club	
5.2 Veteran Family Program	
Tessa Clermont, Executive Director Military Family Resource Centre, National	

Program Manager Veteran Family Program; Tina Thomason, Veteran Family Program Co-ordinator; Scott Clark, Hon. Col. Emeritus 22 Wing North Bay

5.3 Childhood Cancer Awareness Month

Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer

5.4 Pridefest

Gaelyn Coleman

5.5 Algoma Fall Festival

Donna Hilsinger, Executive Director, Algoma Fall Festival – celebrating Canada 150 and 45 years of Algoma Fall Festival presenting Canadian arts and culture

5.6 City Beautification Winners

5.7 Legion Week

Wilma Oliver, President, Royal Canadian Legion Branch 25

5.8 *Land Transfers between the City and Pointe Aux Pins Syndicate – Red Pine Drive*

B. Rajnovich, President and N. Apostle, Secretary, East Pointe aux Pins Syndicate

S. Boniferno, Red Pine Drive resident

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that all the items listed under date 2017 09 11 – Agenda item 6 – Consent Agenda save and except Agenda item 6.12 be approved as recommended.

6.1 Retention of Restructuring Lawyer Fee Update

32 - 33

A report of the CAO is attached for the consideration of Council.

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that the report of the Chief Administrative Officer dated 2017 09 11 concerning the approval of an additional \$50,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA

protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

6.2 Council Travel

Mover Councillor J. Hupponen
Seconded Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to Ottawa for three days in August to attend an AMO board meeting at an estimated cost to the City of \$1,500.

6.3 Surplus Management Policy

34 - 36

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

Mover Councillor M. Shoemaker
Seconded Councillor L. Turco

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 09 11 regarding the Surplus Management Policy be received and the policy be approved.

6.3.1 Correspondence

37 - 38

6.4 Media Relations Policy

39 - 52

A report of the Corporate Communications Officer is attached for the consideration of Council.

Mover Councillor J. Hupponen
Seconded Councillor R. Niro

Resolved that the report the Corporate Communications Officer dated 2017 09 11 concerning the implementation of the Media Relations Policy be received and the policy be approved.

6.5 Event Development Fund for Venue Events

53 - 54

A report of the Manager, Essar Centre is attached for the consideration of Council.

Mover Councillor J. Hupponen
Seconded Councillor L. Turco

Resolved that the report of the Manager of the Essar Centre dated 2017 09 11 concerning a newly created Event Development Fund be received and that Council authorize staff to transfer up to one (1) dollar from the Facility Fee to create the Event Development Fund up to a maximum of \$50,000.

6.6 Essar Centre – Service Usage Agreement for Ticketing Systems

55 - 57

A report of the Manager, Essar Centre is attached for the consideration of Council.

The relevant By-law 2017-185 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7 Prince Township Reciprocal Emergency Assistance Agreement 58 - 59

A report of the Assistant Chief, Emergency Management is attached for the consideration of Council.

The relevant By-law 2017-176 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.8 Surplus Property – 235 Wellington Street West 60 - 62

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

The relevant By-law 2017-174 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9 Surplus Property – Adjacent to 19 Highland Court 63 - 65

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

The relevant By-law 2017-175 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10 Part of Wawanosh Avenue – Street Assumption, Closing and Conveyance 66 - 68

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

The relevant By-laws 2017-187 and 2017-188 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11 Municipal Insurance Program 69 - 70

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

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that the report of the Risk Manager dated 2017 09 11 concerning Municipal Insurance Program be received and that Council direct the Legal Department to prepare a request for proposal for the City's insurance provider, the City's insurance policies and for adjusting services that are required from time to time.

6.12 Land Transfers between the City and Pointe Aux Pins Syndicate – Red Pine Drive 71 - 82

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

Council.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that the report of the Solicitor/Prosecutor dated 2017 09 11 concerning land transfers between the City and Pointe Aux Pins Syndicate – Red Pine Drive be received and that Council direct that:

1. The City accept title to Red Pine Drive only upon the road being upgraded to a minimum municipal standard Class D at the expense of the Pointe aux Pins Syndicate; after which
2. City forces will create a turnaround by way of easement over Sault Ste. Marie and Region Conservation Authority (SSMRCA) property to accommodate emergency vehicles and trucks, with any cost to the SSMRCA to be borne by the City; and
3. The Pointe aux Pins Syndicate will provide an easement over a one-foot reserve to the City upon transfer of Red Pine Drive to the City.

6.12.1 ***Correspondence*** **83 - 86**

6.12.2 ***Photos*** **87 - 87**

Submitted by Councillor O. Grandinetti

6.12.3 ***Additional Resolution***

Mover Councillor M. Shoemaker

Seconder _____

Whereas notwithstanding that Red Pine Drive did not meet a minimum municipal standard City Council directed staff to accept the deed to Red Pine Drive by way of resolution dated 2007 08 27; and

Whereas it has taken staff and the Red Pine Drive syndicate 10 years to make the necessary arrangements for the City to accept a transfer of Red Pine Drive;

Now Therefore Be It Resolved that City staff is hereby authorized by City Council to accept the transfer of Red Pine Drive in accord with the resolution dated 2007 08 27 and further authorized to undertake the work outlined as Schedule “C” in the report of the Solicitor/Prosecutor dated 2017 09 11 to complete the hammerhead turnaround at the end of Red Pine Drive;

Further staff is directed to develop a road assumption policy for Council’s review and approval that outlines the City’s requirements for a private road assumption which policy will be applied to any future request of the City to assume a private road.

6.13 **Fox Run Subdivision Agreements** **88 - 91**

A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for

the consideration of Council.

The relevant By-laws 2017-179 and 2017-180 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 2017 Connecting Link Agreement 92 - 93

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

The relevant By-law 2017-177 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 2016 Annual Building Fee Report 94 - 96

A report of the Chief Building Official is attached for the consideration of Council.

Mover Councillor J. Hupponen
 Seconder Councillor R. Niro

Resolved that the report of the Chief Building Official dated 2017 09 11 regarding the 2016 Annual Building Fee Report be received as information.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

Mover Councillor M. Shoemaker
 Seconder Councillor R. Niro

Resolved that this Council proceed into Committee of the Whole for the purpose of the item referred to it by Council (capital priority setting).

7.1.1	2018 Capital Prioritization	97 - 105
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A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor M. Shoemaker
 Seconder Councillor L. Turco

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 09 11 regarding the recommendations for the 2018 Capital Prioritization be received for information.

7.1.2	2018 Capital Road Reconstruction Plan	106 - 111
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A report of the Director of Engineering is attached for the consideration of Council.

Mover Councillor J. Hupponen
 Seconder Councillor R. Niro

Resolved that the report of the Director of Engineering dated 2017 09 11 concerning the 2018 capital works program be received as information.

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that Councillor S. Butland be appointed to the Sault Ste. Marie Innovation Centre Board of Directors until December 31, 2018.

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that Councillor O. Grandinetti be appointed to the Downtown Business Improvement Area (Downtown Association) until December 1, 2018.

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

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

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

11.1.1 By-law 2017-174 (Property) Declare Surplus 235 Wellington Street West 112 - 113

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2017-174 being a by-law to declare the City owned property legally described as 31572-0051(LT) LT 209-212 BLK 5 PL 402

KORAH EXCEPT PL J6061; SAULT STE. MARIE, being civic 235 Wellington Street West (Steelton Seniors Centre), as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 11th day of September, 2017.

11.1.2 By-law 2017-175 (Property) Surplus Adjacent to 19 Highland Court 114 - 115

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Shoemaker
Secunder Councillor L. Turco

Resolved that By-law 2017-175 being a by-law to declare the City owned property legally described as PIN 31562-0096 (LT) BLK J PL H699 KORAH; SAULT STE. MARIE, being the property adjacent to 19 Highland Court, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 11th day of September, 2017.

11.1.3 By-law 2017-176 (Agreement) Prince Township Reciprocal Emergency Assistance 116 - 121

A report from the Assistant Chief Emergency Management is on the Agenda.

Mover Councillor M. Shoemaker
Secunder Councillor L. Turco

Resolved that By-law 2017-176 being a by-law to authorize the execution of the Agreement between the City and The Corporation of Prince Township for the Prince Township Reciprocal Emergency Assistance Agreement be passed in open Council this 11th day of September, 2017.

11.1.4 By-law 2017-177 (Agreement) Minister of Transportation Connecting Links Program funding 122 - 166

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

Mover Councillor M. Shoemaker
Secunder Councillor L. Turco

Resolved that By-law 2017-177 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 Transportation for the Connecting Links Program funding be passed in open Council this 11th day of September, 2017.

11.1.5 By-law 2017-179 (Agreement) Limiting Fox Run Subdivision 167 - 195

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

Mover Councillor M. Shoemaker
Secunder Councillor L. Turco

Resolved that By-law 2017-179 being a by-law to authorize the execution of an Agreement between the City and Fox Run Developments (Sault) Inc. for a limiting Agreement for 159 Foxborough Trail be passed in open Council this 11th day of September, 2017.

11.1.6 By-law 2017-180 (Agreement) Secondary Fox Run Subdivision 196 - 220

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2017-180 being a by-law to authorize the execution of an Agreement between the City and Fox Run Developments (Sault) Inc. be passed in open Council this 11th day of September, 2017.

11.1.7 By-law 2017-183 (Zoning) 3876 Queen Street East (Guindon) 221 - 224

Council Report was passed by Council resolution on August 21, 2017.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2017-183 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning the lands located at 3876 Queen Street East (Guindon) be passed in open Council this 11th day of September, 2017.

11.1.8 By-law 2017-184 (Zoning) 120 Simpson Street (Estabrooks) 225 - 227

Council report was passed by Council resolution on August 21, 2017.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2017-184 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 120 Simpson Street (Estabrooks) be passed in open Council this 11th day of September, 2017.

11.1.9 By-law 2017-185 (Agreement) Essar Centre Service Usage 228 - 231

A report from the Manager, Essar Centre is on the Agenda.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2017-185 being a by-law to authorize the execution of the Second Amendment to Service and Usage Agreement between the City and Patron Solutions, L.P. d/b/a New Era Tickets to extend the ticketing and marketing services for the Essar Centre be passed in open Council this 11th day of September, 2017.

- 11.1.10 By-law 2017-186 (Agreement) Amendment DSSMSSAB Land Ambulance 232 - 234**
Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
Resolved that By-law 2017-186 being a by-law to authorize the execution of Addendum Number 1, being an amendment to the Land Ambulance Service Contract between the City and District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) be passed in open Council this 11th day of September, 2017.
- 11.1.11 By-law 2017-187 (Street Assumption) Part Wawanosh Highland Park Subdivision 235 - 236**
A report from the Solicitor/Prosecutor is on the Agenda.
Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
Resolved that By-law 2017-187 being a by-law to assume for public use and establish as a public street that portion of Wawanosh Avenue abutting civic 63 Wawanosh Avenue, Plan H516, Highland Park Subdivision be passed in open Council this 11th day of September, 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 2017-188 (Street Closing & Conveyance) Part Wawanosh 237 - 239**
A report from the Solicitor/Prosecutor is on the Agenda.
Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
Resolved that By-law 2017-188 being a by-law to stop up, close and authorize the conveyance of a portion of Wawanosh Avenue in the Highland Park Subdivision, Plan H516 be read a FIRST and SECOND time in open Council this 11th day of September, 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 M. Shoemaker
Seconder Councillor L. Turco
Resolved that this Council proceed into closed session to discuss a proposed acquisition 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 R.S.O. 2002 – Section 239 (c) – a proposed or pending acquisition or disposition of land by the municipality.

14. ADJOURNMENT

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, August 21, 2017
4:30 pm
Council Chambers
Civic Centre

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

Officials: A. Horsman, R. Tyczinski, M. White, T. Vair, P. Johnson, P. Niro, S. Schell, D. McConnell, S. Hamilton Beach, D. Elliott, M. Borowicz-Sibenik, F. Coccimiglio, T. Vecchio, R. Rissanen

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers
Seconded by: 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.

Carried

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

eSCRIBE Minutes

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor M. Shoemaker – F.J. Davey Home – Dissolving of Agreement

A party to the matter is a client of law firm.

3.2 Councillor M. Shoemaker – Demolition of 168 Church Street

Law firm is involved with the subject property.

3.3 Councillor P. Christian – Sault Ste. Marie Public Library – Lease Agreement with Algoma District School Board

Employed by Algoma District School Board

3.4 Councillor L. Turco – By-law 2017-162 (Parking) Repeal By-law 2017-143

Spouse is employed by Sault Ste. Marie Police Service

3.5 Councillor L. Turco – By-law 2017-163 (Parking) Municipal Law Enforcement Officers

Spouse is employed by Sault Ste. Marie Police Service

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the Agenda and Addendum #1 for 2017 08 21 City Council Meeting as presented be approved.

Carried.

5. PROCLAMATIONS/DELEGATIONS

5.1 Downtown Association – Splash Pad Location

Bryan Hayes, Chair, Downtown Association was in attendance.

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2017 08 21 – Agenda item 6 – Consent Agenda save and except agenda items 6.5, 6.8, 6.17 and 6.19 be approved as recommended.

Carried

6.1 Correspondence

6.1.1 Naming Rights of Essar Centre

Kalyan Ghosh, President and CEO, Algoma to Mayor Provenzano and Mayor Provenzano's response

6.2 Council Travel

Moved by: Councillor S. Hollingsworth

Seconded by: 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.

Carried

6.3 Algoma University Grant Agreement Amendment

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

The relevant By-law 2017-170 is listed under item 11 of the Minutes.

6.4 F.J. Davey Home – Dissolving of Agreement

Councillor M. Shoemaker declared a conflict on this item. (A party to the matter is a client of law firm.)

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

The relevant By-law 2017-171 is listed under item 11 of the Minutes.

6.6 Property Tax Appeals

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

Moved by: Councillor S. Hollingsworth

Seconded by: 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.

Carried

6.7 Second Quarter Financial Report – June 30, 2017

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

6.9 Heritage Property Tax Rebate Program

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2017 08 21 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.

Carried

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

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

6.11 Clean Water and Wastewater Funding

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

The relevant By-law 2017-160 is listed under item 11 of the Minutes.

6.12 Engineering Agreement – Downtown Traffic Study

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

The relevant By-law 2017-164 is listed under item 11 of the Minutes.

6.13 McNabb St. Georges Environmental Assessment – Notice of Completion

The report of the Director Engineering was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

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

Carried

6.14 Old Garden River Road – Resurfacing

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Engineering dated 2017 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.

Carried

6.15 Fire Services Comprehensive Risk Assessment/Fire Master Plan

The report of the Fire Chief was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: 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.

Carried

6.16 Street Assumption, Closing and Conveyance Part of Holden Street

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

The relevant By-laws 2017-165 and 2017-166 are listed under item 11 of the Minutes.

6.18 Sale of 37 Paradee Avenue

The report of the City Solicitor was received by Council.

The relevant By-law 2017-157 is listed under item 11 of the Minutes.

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

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

The relevant By-law 2017-167 is listed under item 11 of the Minutes.

6.21 Delegation of Signing Authority – Temporary Street Closing Applications

The report of the City Solicitor was received by Council.

The relevant By-laws 2017-168 and 2017-169 are listed under item 11 of the Minutes.

6.22 Demolition of 168 Church Street

Councillor M. Shoemaker declared a conflict on this item. (Law firm is involved with the subject property.)

The report of the Chief Building Official / Property Standards Officer was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: 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.

Carried

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

6.5 Customer Service Training for City Staff

The report of the Director of Human Resources was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

Additional Motion

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Be It Resolved that staff be requested to examine possible funding sources for customer service training on a priority basis for those employees whose jobs require constant interaction with the public.

Carried

6.8 Humane Society

The report of the Deputy CAO Community Development and Enterprise Services was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: 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.

Carried

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

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

Moved by: Councillor S. Hollingsworth

Seconded by: 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.

Carried

6.17.1 Motion

Moved by: Councillor R. Niro

Seconded by: 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.

Carried

6.19 Repeal of By-law 2012-213 – Wild or Exotic Animals

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

The relevant By-law 2017-172 is listed under item 11 of the Minutes. (Defeated)

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Ward Boundaries – Final Recommendation

Mayor Provenzano briefly vacated the chair. Councillor J. Hupponen assumed the role of Acting Mayor.

Marlene Prokopchuk addressed Council regarding Council composition.

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

The relevant By-law 2017-161 is listed under item 11 of the Minutes.

7.1.2 Committee Appointments

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

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

Carried

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

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

Carried

7.2 COMMUNITY SERVICES DEPARTMENT

7.2.1 Implementation Plan for the Community Adjustment Committee Recommendations

The report of the Deputy CAO, Community Development and Enterprise Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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 SSMECD;

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

Carried

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-8-17-Z – 120 Simpson Street

The report of the Senior Planner was received by Council. The applicant (Stacey Estabrooks) was in attendance.

Moved by: Councillor S. Hollingsworth

Seconded by: 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.

Carried

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

The report of the Senior Planner was received by Council. Carlo Spadafora, counsel for the Applicant, was in attendance.

Moved by: Councillor S. Hollingsworth

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

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 No Parking Zone on Saddle Crescent

Moved by: Councillor M. Shoemaker

Seconded by: 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.

Withdrawn at the request of the mover and seconder.

Amendment:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Hupponen

Resolved that appropriate staff be requested to consider and report on options to reduce or eliminate occurrences of hospital patrons and/or hospital staff parking on Saddle Crescent and other adjacent/abutting streets.

Carried

8.2 Gore Street Traffic Lights

Moved by: Councillor L. Turco

Seconded by: 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.

Postponed

8.3 Splash Pad Reconsideration

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

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

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

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

Now Therefore Be It Resolved that Council reconsider the location of the proposed splash pad project.

Recorded	For	Against	Absent
Mayor C. Provenzano		X	
Councillor S. Butland		X	
Councillor P. Christian		X	
Councillor S. Myers		X	
Councillor S. Hollingsworth		X	
Councillor J. Hupponen		X	
Councillor M. Shoemaker		X	
Councillor L. Turco	X		
Councillor R. Niro		X	
Councillor M. Bruni		X	
Councillor F. Fata	X		
Councillor J. Krmpotich		X	
Councillor O. Grandinetti		X	
Results	2	11	0

Defeated

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2017 08 21 save and except Agenda item 11.1.3 and 11.1.13 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 2017-157 (Property Sale) 37 Paradee Avenue (Juby)

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

11.1.4 By-law 2017-162 (Parking) Repeal By-law 2017-143

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

11.1.5 By-law 2017-163 (Parking) Municipal Law Enforcement Officers

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

11.1.6 By-law 2017-164 (Agreement) Downtown Traffic Study

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

11.1.7 By-law 2017-165 (Street Assumption) Holden Street

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

11.1.12 By-law 2017-171 (Agreement) Repeal By-law 2002-18 F.J. Davey Home

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

11.1.14 By-law 2017-173 (Temporary Street Closing) Simpson Street

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

11.1.3 By-law 2017-161 (Ward Boundaries Review) Amend Ward Boundaries

Moved by: Councillor M. Shoemaker

Seconded by: 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.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor M. Shoemaker	X		
Councillor L. Turco		X	
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
Results	12	1	0
Carried			

11.1.13 By-law 2017-172 (Regulations) Repeal By-law 2012-213 (Wild or Exotic Animals)

Moved by: Councillor S. Myers

Seconded by: 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.

Defeated

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

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

13. CLOSED SESSION

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss:

- two 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

Carried

14. ADJOURNMENT

Moved by: Councillor S. Hollingsworth

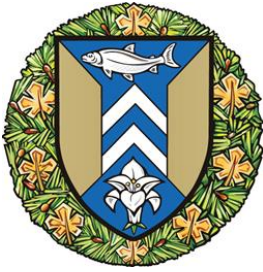
Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman

DEPARTMENT: Chief Administrative Officer

RE: Retention of Restructuring Lawyer Fee Update

PURPOSE

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

BACKGROUND

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

On February 22, 2016 Council approved \$175,000 for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of ESAI funded from the Contingency Reserve. Additional funding was approved from the Contingency Reserve, bringing the total to \$425,000 which has been expended and slightly exceeded to cover legal expenses related to the Agreement In Principle recently reached with the Lenders.

ANALYSIS

Since the report of April 24, 2017, ESAI (the "Applicant") counsel for the City has brought an application for leave to appeal Mr. Justice Newbould's decision denying payment of post-filing property taxes.

As of the last report to Council dated July 17, 2017, pre- and post-filing obligations for property tax, including interest and education share, were almost \$32 million. The City was therefore at a critical juncture as the City's reserves could not continue to carry the balance owing, which is equivalent to 25% of the annual tax levy, going forward. While the agreement in principle has abated significant need for external legal counsel, the City's lawyers and staff still needs

to be prepared to file court materials on short notice, seeking clarification or providing its response to any filings that may impede its priority status. As well, there may be ancillary works or responses required from the City to any proposed agreement or steps taken by parties to the CCAA proceedings. Throughout these proceedings, City Staff has and will continue to complete all tasks possible, and has and will continue to involve the restructuring lawyers only as necessary. The \$50,000 in additional funding requested here is to cover overruns of \$33,000 to date and to provide for on-going monitoring and potential ancillary works.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated September 11, 2017 regarding the approval of an additional \$50,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

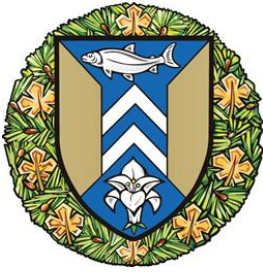
Respectfully submitted,



Al Horsman, CAO

705.759.5347

cao.horsman@cityssm.on.ca



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Surplus Management Policy

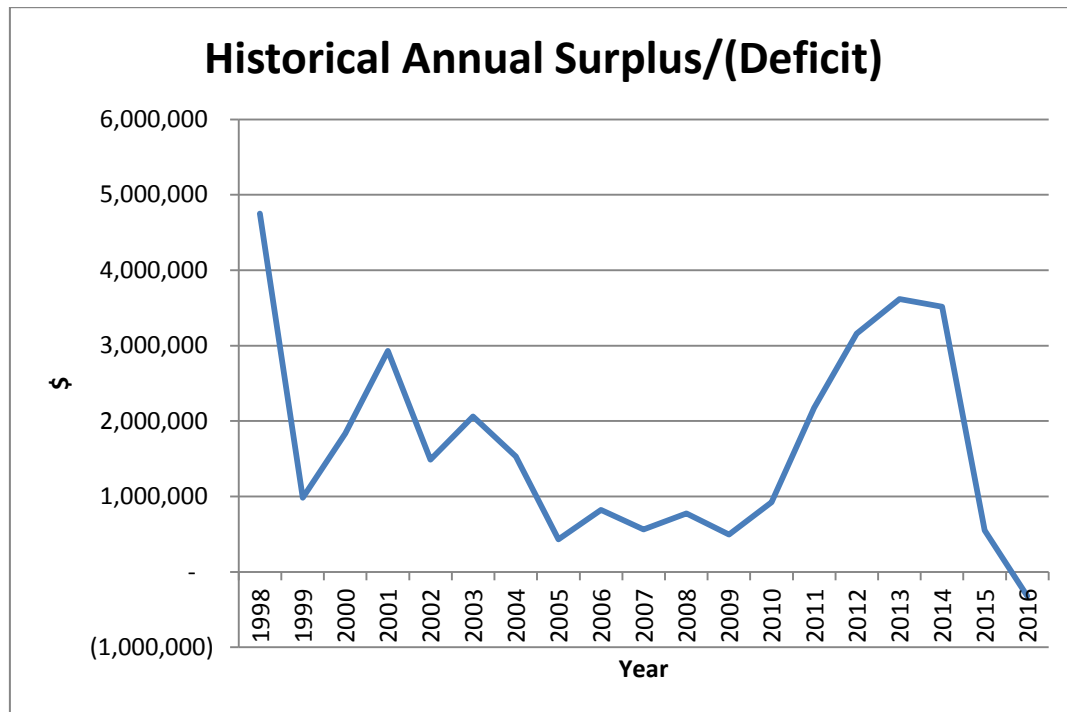
PURPOSE

Staff is seeking Council approval of a Surplus Management Policy.

BACKGROUND

Surpluses occur when budget estimates for revenue exceed expenses at the end of the fiscal year. Municipalities are required by the Municipal Act to have a balanced budget and to bring the prior year's surplus forward into the next year as a revenue source for the Operating Budget. This may be deemed to be positive because the surplus partially off-sets any need for an increase in the tax rate in the subsequent year. The downside of this requirement is that once a surplus has been carried forward in this way, it must be maintained because the reduction or elimination of it will create a pressure in the following year's Operating Budget. Where municipalities have had surpluses, there is a need to maintain consistency from one budget year to the next to avoid significant budget pressures, or unsustainable revenue increases. Staff has historically recommended that any surplus be used for one time items as they cannot be relied upon as an ongoing revenue source in future budget periods.

Surpluses realized since 1998 are reflected in the graph below. Though some years sizable surpluses were seen, it is not predicted that this level will be seen in the future.



ANALYSIS

Generally, a surplus position is not known until the end of the fiscal year and thus cannot be budgeted in advance. It would be useful to staff to have a policy to guide in the allocation of any surplus.

Staff is recommending that any surplus generated be allocated as follows:

- 1) Tax Stabilization Reserve- 40%: The purpose of the reserve is to smooth property tax increases. The reserve can only be accessed if the tax increase would otherwise be in excess of core inflation. Use of fund must have an "exit strategy" to reduce future dependency of the operating budget on the fund. This reserve was fully utilized in the 2016 budget and has not been replenished. This reserve assists Council and staff to mitigate and smooth unusual items in the operating budget. Replenishing this reserve should be a high priority.
- 2) Capital Reserves-30%: Allocation of to the capital reserves will assist with the deficit in the long term funding of the Asset Management Plan. It will be utilized to offset potential long term debt requirements or one time projects rather than annual operational capital allocations.
- 3) Long Term Debt-30%: Internally funded long term financing arrangements can be paid down quicker, thus allowing for either new debt servicing or budgetary reductions. External long term debt typically does not have options for early repayment but will also be reviewed when surplus funds are available.

- 4) If any of the above items are maximized, the funds will then be equally allocated to the remaining priorities as listed above.

FINANCIAL IMPLICATIONS

The allocation of any potential surplus funds as recommended will enhance the City's ability to maintain a sustainable and fiscally responsible operating budget.

STRATEGIC PLAN / POLICY IMPACT

The implementation of this policy will assist in the Focus Area: Infrastructure, and particularly Asset Management and Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 09 11 regarding the recommendations for the Surplus Management Policy be approved.

Respectfully submitted,



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



369 Queen Street East, Suite 1
Sault Ste. Marie, ON, P6A 1Z4

September 8, 2017

The Corporation of the City of Sault Ste. Marie

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

Mayor Provenzano and City Councilors,

RE: TAX SURPLUS MANAGEMENT POLICY

On the September 11, 2017 Council meeting agenda Council will be considering the motion to approve the Tax Surplus Management Policy as recommended by staff. The SSM Chamber of Commerce believes that this presents Council with a significant opportunity to demonstrate its commitment to making Sault Ste. Marie's industrial and commercial tax rates competitive, in line with Provincial guidelines for ratio thresholds and range of fairness, as well as advancing City tax policy as a critical tool for economic development and prosperity.

Small and Medium sized enterprises create 80% of all jobs in Canada and Ontario, support local charities, prosperity initiatives and programs that develop our youth, seniors, community health and wellbeing, all of which contributes to the general quality of life in our community.

The Chamber has demonstrated the lack of competitiveness of our Tax Policy, as confirmed by the independent study conducted through the Mayor's office, and has been in discussion for several years with Staff and Council about this matter. The impacts of the existing tax policy was made very real most recently with significant financial impacts being felt by businesses and the related increases in the Industrial Occupied and Large Industrial Occupied tax classes and property tax rate/ratio application 2017-2027.

The table below presents our current rate structure related to the business classes which fall outside the range of fairness and thresholds set by the Province of Ontario. This is most pronounced in the Industrial and Large Industrial Classes. A Tax Surplus Management Policy along with other measures can signal a positive step forward as we work together to address property tax modernization, industrial and commercial property assessment base expansion and creating a competitive municipality as identified in the Community Adjustment Committee Report and subsequent RoundTable priorities.

	Provincial Range of Fairness*			SSM Range Multiple		Provincial Threshold*	SSM Provincial Threshold Multiple	Delta
			SSM Tax Ratios 2017	Hi	Lo			
	Lo	Hi						
Residential	1	1	1			1		
Commercial	0.6	1.1	2.248677	3.75	2.04	1.98	1.14	0.27
Shopping Centre	0.6	1.1	2.387117	3.98	2.17	1.98	1.21	0.41
Office Building	0.6	1.1	3.284302	5.47	2.99	1.98	1.66	1.30
Industrial	0.6	1.1	4.836321	8.06	4.40	2.63	1.84	2.21
Large Industrial	0.6	1.1	8.589432	14.32	7.81	2.63	3.27	5.96

*as determined by the Province of Ontario and reported in the BMA Report 2016, SSM tax data 2017

The Chamber has previously made available competitive positioning analysis with respect to tax competitiveness and when current 2017 BMA report data is available for comparative communities we will provide the assessment to Council and City staff for their consideration. The development of a Tax Surplus Management Policy is a potential tool that could demonstrate Council support for addressing the Tax Policy issue at hand.

The Sault Ste. Marie Chamber of Commerce recommends that Council refer the Tax Surplus Management Policy to the Finance Committee for further review and development of a policy that supports the City strategic plan and addresses the CAC priority to foster a competitive municipality while addressing the need for tax policy modernization.

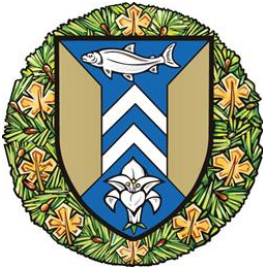
At the request of the Finance Committee the Chamber, as one of several stakeholders in the development of such a policy, is willing to work with the Finance Committee, provide up to date analysis and information with regard to tax data, and assist where it can in formulating a recommendation to Council on a strategic solutions based Tax Surplus Management Policy.

The Chamber appreciates the complexity of the tax matter and is a willing participant in advancing its knowledge by working together with our elected Leadership and City staff to achieve prosperity in Sault Ste. Marie.

Respectfully,



Rory Ring, CEO
Sault Ste. Marie Chamber of Commerce



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tessa Vecchio, Corporate Communications

DEPARTMENT: Corporate Services

RE: Media Relations Policy

PURPOSE

The purpose of this report is to seek Council approval of a new Media Relations Policy. A strategic approach to media relations is being recommended which is critical to building mutually beneficial and trusting relationships with news media. Such relationships will help the City foster accurate, balanced and fair reporting while allowing the City to convey information through media to stakeholders, increase positive coverage, and protect and enhance the City's reputation.

The policy also outlines who should interact with the media in an official capacity thus creating a centralization of service to enhance communications.

BACKGROUND

The Corporate Communications Officer gathered a sample of Media Relations Policies, both formal and informal, from similarly sized municipalities and organizations in Ontario. Based on the current practices of the City of Sault Ste. Marie as well as the information that was gathered, the attached Media Relations Policy was developed.

The City of Sault Ste. Marie currently manages the corporate communication function using a distributed approach that places responsibility for implementing communication activities in the hands of each department. This approach is successful in promoting accountability and openness by ensuring people who make decisions are the same people who speak to them. Likewise, regular communication duties are carried out in a coordinated manner using a variety of social media channels.

The independence that accompanies this approach can, however, cause discrepancies across the organization including:

- inconsistent procedures
- those not trained in “media speak” may be in danger of misrepresenting the Corporation,
- pockets of excellence that are not adopted corporately, and
- department focused messaging that overemphasizes the promotion of a specific program and service and underemphasizes organizational goals and objectives as represented in the Corporate Strategic Plan.

Additional irregularities may be attributed to the absence of corporately applied best practices in organizational communication and public engagement, including those endorsed by professional media representatives and recognized by accrediting associations.

ANALYSIS

The Media Relations Policy identifies many of the current practices of the City of Sault Ste. Marie as well as establishes new guidelines for staff to facilitate communications with the media that is coordinated and consistent in all areas of the Corporation.

For the success of this policy, communications, specifically corporate communications must be seen as a priority by all in the organization. Leading transformation in this way requires trust and an in-depth knowledge of the City’s culture and its people.

Positives:

- Great reputation with reporters
- Faster, more efficient customer service
- Better organized, more streamlined methods of service delivery
- Increased cross-functional, interdependent processes
- Well established policies
- Knowledgeable and skilled people
- 2016-2020 Corporate Strategic Plan

Vulnerabilities:

- Resistance to change
- Varying levels of skill and comfort with new processes
- Lengthy learning curve
- Public relations excellence does not happen “overnight”
- Media comfort
- Limited resources

Creating this culture requires that staff understand the importance of the impact the City has in communicating its messages. Likewise, knowledge of how the community chooses to send and receive information, and using what platform, must be recognized and supported.

Building trust is a critical element in creating the connections that lead to the City's success in communications thus attention to how Mayor and Council, staff and the community relate to and understand one another's messages must be considered. Relations with the public must be continuously reviewed and revised to facilitate open dialogue, mutual understanding and genuine confidence.

FINANCIAL IMPLICATIONS

There is no immediate financial implication to the implementation of the Media Relations Policy however, additional staff resources may be required to improve media communication and follow-up.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors the focus area of "Service Delivery" and the priorities identified which include Developing Excellent Customer Service and Eliminating Barriers to Business and Streamlining Processes.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report the Corporate Communications Officer dated 2017 08 11 regarding the implementation of the Media Relations Policy be received and the policy be approved.

Respectfully submitted,



Tessa Vecchio
Corporate Communications Officer
705.759.5396
t.vecchio@cityssm.on.ca



Subject: Media Relations

Service Area: Corporate Services

Division: Corporate Communications

Approved: **DRAFT FORMAT FOR REVIEW**

Supersedes: August, 2005

Purpose:

A strategic approach to media relations is required to build an equally beneficial and trusting relationship with news media in order to foster accurate and fair reporting; increase positive news coverage; and protect and enhance the City's reputation and integrity. This policy provides general principles and guidelines to facilitate the release of information and interaction with the media regarding the City of Sault Ste. Marie's policies, programs and services.

This document outlines who can interact with the media in an official capacity on behalf of the City and when, how, and why to initiate or respond to inquiries from print, broadcast, online and social media outlets.

Corporate Communications leads the organization's media relations activities; however, all City departments have a role to play in building professional and cooperative relationships and to ensure media inquiries are responded to in a timely manner that is accurate and clear, and by the most appropriate City spokesperson.

Scope:

Media relations are managed by Corporate Communications on behalf of the organization. This policy applies to all City employees including full-time and part-time workers, casual and temporary staff, as well as students, volunteers and interns. It addresses how employees interact with traditional (i.e. print, radio, TV), online and social media sources.

Definitions:

Media includes traditional news sources (print, radio, and television), online (websites) and social media (blogs, Facebook, LinkedIn, YouTube, Twitter) and other sites where content is generated by users.

City spokesperson is an employee who has the authority to make statements to traditional, online and social media outlets on behalf of the organization. Unless otherwise authorized, the City's spokespersons are:

1. **Mayor or acting Mayor (in the mayor's absence):** The Mayor or acting Mayor, in cases of the Mayor's absence, shall be the chief spokesperson at all times for the City of Sault Ste. Marie representing City Council.



2. **City Councillors:** City Councillors shall be spokespersons on events or issues of personal interest to them. It is understood that comments and communications from a councillor represent the views of the councillor and not necessarily the formal position of the City of Sault Ste. Marie.
3. **Chief Administrative Officer:** The Chief Administrative Officer shall be the chief staff spokesperson and speaks on behalf of the municipality regarding all functions of the organization.
4. **Executive and Senior Management Team members (EMT, SMT):** The EMT and SMT of City department shall speak on behalf of his / her area of accountability and responsibility as the chief spokesperson for the department.
5. **Signatories of a specific report:** Authors and signatories on a report that is brought before City Council shall provide clarification or background to the media on a specific report's content prior to its consideration by Council. However, staff shall not give their opinion on such reports (including recommendations) before Council makes a decision on the report or comment on decisions of Council.
6. **Corporate Communications Officer:** The Corporate Communications Officer is the official City spokesperson overseeing communication strategy and media relations for the Corporation.
7. **Other employees as directed or delegated by EMT or SMT:** Staff may provide background information to the media that is publicly available only when directed to do so by EMT or SMT. Requests for interviews shall be referred to the appropriate spokesperson or department head. Staff members can be delegated / designated the duties of spokesperson on issues concerning programs, operations and activities that fall within their area of responsibility, where authorized by the Chief Administrative Officer or department head.

Police, Fire and Emergency Medical Service employees follow their own media guidelines and protocol that govern their procedures. Corporate Communications should nevertheless be made aware of individuals speaking to the media on behalf of the Corporation.

Communications Guiding Standards of Practice

The Corporation's media relations are conducted in conformance with the following principles:

- Work collaboratively to respond to all media queries in a timely way. This may include media contacts outside traditional office hours or days of work.
- Make available the most appropriate spokesperson(s) based on accountability and responsibility and consider the wide range of communication tools available to address the needs associated with each unique circumstance.
- The Corporation reserves the right to time news releases and events in ways that are most beneficial to its own interests. This recognizes that media have different timing requirements.



- Communications prepared by the Corporation conform to professional journalistic practices and standards in terms of style, content and timing and will support two-way symmetrical communication engagement opportunities with the media.
- The Corporation recognizes that Council and staff should have the opportunity to learn about major developments from the Corporation first. Accordingly, efforts will be taken to post news releases and messages appropriately.

Media Contacts

The Corporate Communications Officer or City Clerk is the designated management contact for media activity whether initiated by the City or by media outlets. The centralization of this role ensures consistency and responsiveness.

Any employee who receives media calls or requests for information should refer them to the Corporate Communications Officer or City Clerk for processing.

The Communications Officer, City Clerk or designate is the official spokesperson for the City. This role involves both direct media responses and the coordination of media responses in which the CAO, Executive Management and / or Senior Management employees are interviewed or featured. Such involvement is dependent on a variety of factors including the sensitivity of the news item, news value of the item and the availability / sustainability of official spokespersons for interview.

The Corporate Communications Officer or City Clerk must determine when responses are appropriate from others in the organization and facilitate such responses.

Members of the organization are encouraged to identify achievements or activities that may be newsworthy. When they identify such items, they should contact Corporate Communications for guidance and assistance.

As appropriate, subject matter experts will be interviewed by the media. These interviews provide opportunities to promote awareness of staff, projects and programs as well as provide recognition for members of the organization. The Corporate Communications Officer may provide guidance and assistance to those who are the subject of media interviews.

The Spokesperson Role

A spokesperson may share or delegate their responsibility when the subject matter expertise / information is sought beyond what the spokesperson could provide, and when the delegated spokesperson is not adequately prepared to undertake this responsibility.

Following media interviews, City spokespeople are required to email Corporate Communications and any other relevant staff providing the following information:



- the media outlet and reporter
- the interview topic and a brief summary of questions and responses
- date and time when the article, online post or broadcast is expected to be published or aired

Representing the Corporation as a spokesperson:

Any communications that employees make in a professional capacity must not:

- I) Breach confidentiality, for example:
 - Reveal confidential intellectual property or information owned by the Corporation or;
 - Release confidential information about an individual (such as a colleague or partner) or organization (such as a stakeholder or partnership agreement) or;
 - Discuss the Corporation's internal workings (such as working agreements or its future business plans that have not been communicated to the public) or;
- II) Do anything that could be considered discriminatory against, or bullying, or harassment of any individual, for example by:
 - Making offensive comments relating to race, sex, gender, disability, sexual orientation, religion, age or;
- III) Bring disgrace on the Corporation, for example by:
 - Criticizing or arguing with colleagues, partners or competitors or;
 - Posting or sharing images or links that are inappropriate or;
- IV) Breach copyright, for example by:
 - Using someone else's images or written content without permission or;
 - Failing to give acknowledgement where permission has been given to reproduce something.

Non-spokespeople

Employees who are not authorized spokespeople must refer all media inquiries to the authorized spokesperson for the department or project and immediately notify Corporate Communications. City employees who are not designated spokespeople are not authorized to make statements to the media and / or in public discussion on behalf of the City.

City staff who are not designated spokespersons and who are contacted by a news media representative shall:

- Be courteous and professional.
- Explain that they are not a spokesperson for the City and respectfully decline the request for an interview or information. An appropriate response to the media would be: "I do not have the information for you regarding that topic. I will forward your request to the Communications Officer who will respond to you as soon as possible."
- Provide timely responses to the media by collecting the following information to be



forwarded to Corporate Communications:

- Journalist's name and who they work for
- Contact number of the journalist or news agency
- Journalist's deadline
- Topic of the interview

(Refer to Appendix B: Media Tracking form)

Policy application

Subject to applicable collective agreements and employment agreements, the City may consider disciplinary measures or legal action if an identifiable employee makes defamatory or otherwise inappropriate statements in a public domain about their co-workers and / or employer. This includes comments made on websites, blogs and social media networks using personal computers, Smartphones or devices, from an online account or profile associated with a personal email address.

Employees should be aware that the use of media relations in a way that is unfavourable or malicious may lead to disciplinary action under the City's Code of Conduct. Employees that contact the media without first notifying Corporate Communications, and / or causing serious damage to the Corporation may lead to action up to and including dismissal.

Monitoring

The City of Sault Ste. Marie and its various online sites are monitored by Corporate Communications. Various monitoring sites ensure the Corporation receives information almost instantly once "City of Sault Ste. Marie" is mentioned. Corporate Communications prompts corrective action when required to ensure the Corporation is not at risk.

Known or potentially contentious issues

All media inquiries regarding known or potentially contentious issues must be immediately referred to Corporate Communications and the appropriate person on the Executive Management Team (EMT). In collaboration with the EMT member, Corporate Communications will coordinate a plan and / or response on behalf of the City.

Crisis or emergency issues

During an emergency, the procedure for working with the media is outlined in the City's Crisis Communications Procedure and Emergency Plan. Under the Procedure and the Plan, a designated Information Officer is the main point of contact for the media.

Use of Logos and Branding

Unauthorized use of the Corporation of the City of Sault Ste. Marie name, logo or trademarks without the express permission of an authorized official of the Corporation is strictly prohibited.



Logos shall not be altered in any way and will be prominently displayed. Only logos and imagery provided by Corporate Communications will be approved. Refer to the City's Corporate Identity Guidelines for details.

Content Strategy – Use of Voice

The popularity of social media and other media platforms has changed the way the Corporation communicates. It's important to speak to stakeholders in a language that is approachable, friendly, easy-to-read and understand and that speaks conversationally in all facets of communication. The voice used in traditional media, web, social media communications and content is warm, welcoming and engaging using a personal and respectful tone at all times.

Training

Staff training will be offered in a variety of formats:

- Spokespersons will be trained to measure the success or failure of news items
- Social media information sessions will be included in new employee and student orientation sessions
- Upon request, Corporate Communications may provide assistance

Policy Updates

The City of Sault Ste. Marie's Corporate Communication will monitor and update this policy as required.

News Release or Advisory

- The initiative for the development of all news media communication is the responsibility of the individual department and the department's spokesperson.
- The Corporate Communications Officer will be a resource when preparing the spokesperson in the preparation of news releases and in the organization of news conferences.
- Corporate Communications must be notified two-weeks in advance or as soon as possible prior to an event or activity in order to ensure ample time to format information for various media platforms and to provide advance notice to media outlets for scheduling purposes.
- Corporate Communications should be involved in promoting outreach initiatives to the community. This includes open houses, information sessions and future plans where constituents are involved and affected.
- Whenever a member of staff initiates a news release, for whatever purpose, a copy must be sent - *before* it is released - to the Corporate Communications Officer or designate. It will be reviewed and then distributed to all appropriate media by Corporate Communications staff.



- When initiating a release on behalf of the City and quoting any City staff or elected official, the release must be approved in writing by the person being quoted in advance of its release.
- The release must include a contact phone number and email of the corporate spokesperson as the source of the news release (Appendix A). All staff and officials identified as a contact should be available for comment during the day in which the release is issued.
- Corporate Communications reserves the right to determine which media relations tool is most appropriate to use in certain circumstances (Appendix A).

As soon as possible, the Corporate Communications Officer shall forward news releases, public meetings, notices and advisories to the following officials and staff before sending to the media in the order below:

- Mayor and Members of Council where applicable
- The CAO, Deputy CAOs and or respective SMT member where applicable.
- All City Staff
- Media

News releases are posted to the City's website by the Web Content Coordinator or designate.

Responding to Council's Actions

Staff should not make judgmental comments regarding individual Council members, Council actions or City policy when responding to media enquiries. Staff should also refrain from anticipating an action or position that has not been formally taken by City Council or the City. Any enquiry regarding a specific Council member's decision should be forwarded to the Council member.

Council members are accessible to the news media and every attempt should be made to encourage the news media representative to contact Council members directly. Telephone numbers and e-mail addresses for all Council members are available on the City website, as well as in printed form in the Clerk's Department.

Litigation, including prosecutions

Staff should not respond to media enquiries regarding City litigation or legal issues. News media enquiries regarding legal matters should be referred to the city solicitor.



Appendix A: Media Relations Tools

There is a diverse range of techniques and tools that can be utilized to reach audiences through the media to deliver messages that are on target, accurate and effective. Media relations should be handled by Corporate Communications or a specialist with experience in working with the media. It is up to the discretion of Corporate Communications to determine which Media Relations tool is most appropriate to use in each circumstance.

The techniques of media relations are part of a larger strategy that Corporate Communications develops on an annual basis. While Corporate Communications need to have the capacity to react quickly to events, most techniques can be prepared in advance and planned carefully.

In addition to staying informed about activities of the City of Sault Ste. Marie departments, Corporate Communications will benefit from closely watching political and social happenings in the community and in the country that are of relevance to, or might influence the organization. This will ensure that spokespersons are not caught off guard when the media brings issues to their attention and requests a comment (whether or not the questions warrant comment). Staying informed will allow Corporate Communications to predict questions or concerns which might arise and create responses to potential questions.

News Releases

News Releases are issued when there is something newsworthy to announce such as a major service change or a new City initiative. The message must be written for journalists and must be part of the overall Corporate Communications Plan. As a guideline, staff may consider:

- That the news being released is “newsworthy”
- A news release as an introduction to a subject, inviting the news media and others to make further enquiries or to seek an interview on a particular subject matter
- That news releases should be limited to one page
- Avoiding technical or complicated jargon. As a general rule, keep paragraphs to two to three sentences in length.
- Using direct quotes from a spokesperson to make the release more effective and relevant.
- Spelling out numbers one through nine (except for dates, times, age or money). For all other numbers, use numerals (e.g., 10, 11, 12 etc.)
- Proofreading , spell checking and date and time verification
- Being mindful of news media deadlines
- Additional background information may be provided in the form of a media kit that may include fact sheets, background information, multimedia content and contacts



Media Advisory

A media advisory invites the media to an event happening at the City at a specific date, time and place to which the media is invited.

Public Service Announcement

A public service announcement is a message in the public interest with the objective of raising awareness of an upcoming event or activity.

Media Events / Photo Opportunities

Media Events provide an excellent opportunity for media to see a City initiative, service, program or facility in action. Such events allow the City to communicate directly with authorized spokespeople and the media.

News Conferences

A news conference is a means of conveying more information that can be carried in a single press release. It is also a way of providing a venue for all media to gather and ask questions of the City's authorized spokespeople.

Interviews

One-on-one interviews allow the media to have a more in-depth and focused discussion with a City spokesperson. It is best if interviews are scheduled through Corporate Communications. An interviewee may benefit from reviewing talking points to guide his or her answers prior to participating in the interview and should be experienced in talking with the media. Corporate Communications may suggest certain topics to focus; a skilled interviewee will know how to redirect conversations back to topics of importance.

Website

The City's news section on its website provides a one-stop location for media and the public that is constantly updated by the addition of new material as it becomes available.

Social Media Platforms

The City subscribes to various platforms including but not limited to Facebook, Twitter, YouTube, Instagram, LinkedIn.



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca 705.759.2500 info@cityssm.on.ca

News Release

For Immediate Release

Create Interest with an Attention Grabbing Headline

Sault Ste. Marie, ON (Year Month Date) – The first paragraph contains the most important information. The reader should be able to tell what the release is about from the first paragraph.

All information in your news release should be written in plain, easily understandable language.

The second paragraph can identify the timing, location or significance of the release.

Add a quote from the subject matter expert. Quotes highlight certain aspects of your story and provide another perspective other than that of the writer.

In the remaining space, expand on any details of the matter. Remember your news release should cover who, what, where, when, why as well as how.

All news releases should contain the spokesperson as the contact that the media can follow up with for more details.

-30-

(adding “-30-” identifies the end of the news release)

Media Contact:

Name

Job Title

Service Area

City of Sault Ste. Marie

Phone

Email

Appendix B: Media Tracking Form



Media Tracking Form

Date of media call or inquiry: _____

Journalist's name and media outlet: _____

Contact number of the Journalist or news agency: _____

Journalist's deadline: _____

Topic of discussion:

Questions Asked:

Type of interview (on camera, telephone): _____

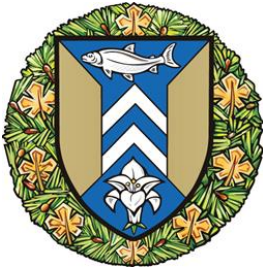
Staff who responded: _____

Was a News Release issued? Yes No

Air Date / Publication date: _____

Other important information:

Please return to Corporate Communications for tracking purposes.



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Robert Santa Maria, Manager, Essar Centre

DEPARTMENT: Community Development and Enterprise Services

RE: Event Development Fund for Venue Events

PURPOSE

The purpose of this report is to seek council's approval to create a self-funded account to be used to assist with co-producing and purchasing shows and events at the Essar Centre.

BACKGROUND

The Essar Centre currently works in conjunction with promoters and artists to secure events for the community. It is becoming more common for promoters to request that the Essar Centre co-produce events or purchase shows directly on their own. Without a fund to support such events it limits the number and variety of events that the Essar Centre can put on for the community.

ANALYSIS

The Essar Centre currently charges a sliding scale Facility Fee of up to five (5) dollars per ticket on sales for events that is placed into a Capital Reserve Fund. It is proposed that an Event Development Fund be created that can reallocate up to one (1) dollar of the Facility Fee per ticket to establish and maintain this new fund. It is also proposed the Event Development Fund be capped at \$50,000 with any surplus funds to revert into the Capital Reserve Fund.

To utilize this new Event Development Fund, the Essar Centre team will provide a risk assessment with a breakeven analysis to the Deputy CAO of Community Development & Enterprise Services, Chief Financial Officer/City Treasurer and CAO (if spending levels require) for review and the final approval to co-produce/purchase an event.

This fund will allow the Essar Centre to take a more proactive role in event selection and in the number of events offered to the community.

FINANCIAL IMPLICATIONS

As the newly created fund will be funded by ticket sales moving forward there is no additional financial cost to establish the fund. It will reallocate \$50,000 from the Capital Reserve Fund towards event development.

STRATEGIC PLAN / POLICY IMPACT

The creation of an Event Development Fund most closely links to the Quality of Life and Community Development focus areas of the Corporate Strategic Plan. It directly supports the promotion of arts and culture, developing a vibrant downtown and creates economic activity in the community. It will allow greater flexibility in obtaining events as the current model heavily relies on promoters and agencies in bringing events to the venue.

RECOMMENDATION

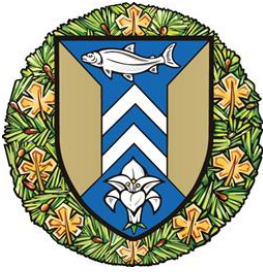
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of the ESSAR Centre dated 2017 09 11 concerning a newly created Event Development Fund be received by Council and Council authorize staff to transfer up to one (1) dollar from the Facility Fee to create the Event Development Fund up to a maximum of \$50,000.

Respectfully submitted,



Robert Santa Maria
Manager of ESSAR Centre
705.759.5327
r.santamaria@cityssm.on.ca



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Robert Santa Maria, Manager ESSAR Centre, Community Development & Enterprise Service

DEPARTMENT: Community Development and Enterprise Services

RE: Essar Centre – Service Usage Agreement for Ticketing Systems with Patron Solutions, L.P. d/b/a New Era Tickets

PURPOSE

The purpose of this report is to seek Council approval to extend the ticketing and marketing system services for the Essar Centre.

BACKGROUND

In 2007 New Era Tickets was selected to provide the Essar Centre with ticketing services as a result of a Request for Proposal process.

The New Era ticketing system has provided fast and efficient ticketing services over the past ten (10) years to Essar Centre clients. The "call centre" and "on-line ticketing" features provide excellent customer service. The New Era business model provides the following additional benefits to the city.

1. The hosted data base solution requires very little support from the City's IT Division. Initially IT had invested considerable resources in providing network support to become proficient with the product.
2. New Era's Client Service Support has been very helpful assisting Essar Centre management, staff, and the City's IT Division staff to set up and use the system.
3. New Era Technical Support assist in resolving site technical issues through a 24/7 hotline ensuring customer service is maintained.
4. New Era provides customers' a ticketing call centre for any 'on-line' ticketing concerns. This aids in ensuring clients have access to ticket assistance 24/7 resulting in enhanced services and excellent customer

Essar Centre – Service Usage Agreement for Ticketing Systems

2017 09 11

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service for citizens.

5. Computer equipment and software is provided and maintained by New Era Tickets at no charge to the City. Software upgrades are regularly available to keep pace with an ever-changing industry.
6. New Era offers an e-blast service for marketing upcoming events at no charge to the City. Currently there are approximately 15,000 e-mails dispersed for each new e-blast to targeted customers.
7. Event ticket fees cover all New Era ticketing costs and further result in a small profit annually for the City.

ANALYSIS

Currently, the New Era Ticketing system fulfills all needs of the Essar Centre in successfully executing all ticketing and box office operations.

Main Points of consideration are:

- No hard costs incurred since inception of this system. Software and Hardware equipment are owned and maintained by New Era tickets resulting in no direct costs passed to tax payers.
- New Era provides dedicated staff for technical support 24/7 for all ticketing needs. This ensures a high level of customer service to our customers.
- Relationship/Rapport exists with the New Era supervisory team.
- Ticketing systems are complex and require experienced staff for event setup, reporting and ticketing modifications. All levels of box office staff are experienced in software and event setups.
- The implementation of a new system would incur additional training costs for all levels of box office staff. It could also result in an interruption of service to the customer.
- Soo Greyhound season ticket database resides in the system and all historical customer information is easily accessible for reporting.
- Accessing historical data from previous events has become routine for box office administrative staff.
- E-Blast system with New Era (Fan One) allows an efficient flow of event information from the database, greatly reducing Marketing costs. Currently, this Database consists of approximately 15,000 previous customers for the fan club.
- A call centre has been established in Ontario to service Canadian venues.
- System upgrades are provided several times annually ensuring ticketing programming software remains competitive in assisting with the execution of ticketing needs of promoters and clients.
- Ability exists for other City facilities/locations to utilize ticketing programming for additional featured special events. (i.e. Northern Community Centre).

Essar Centre – Service Usage Agreement for Ticketing Systems

2017 09 11

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FINANCIAL IMPLICATIONS

There is no financial impact for the City. Event ticket fees cover all New Era ticketing costs and further result in a small profit annually for the City.

The Second Amendment to the Agreement will assist in replacing all of the Essar Centre's current ticketing hardware upgrades, access server, software, and professional services valued at \$27,888 at no cost in exchange for a five-year extension of services. The proposed five-year term amendment also lowers ticketing services such as the fee for online season renewals for the Greyhounds from \$5.00/season ticket package to \$4.00/season ticket package. This upgrade includes new Access Control Scanners capable of scanning and validating two-dimensional barcodes on mobile phones, similar to the technology used by Air Canada and Westjet for boarding and flight check in.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Corporate Strategic Plan for 2016-2020 within Service Delivery as it continues to assist in delivering excellent customer service to citizens.

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of ESSAR Centre – Community Development & Enterprise Service be received and further that Council authorize the Mayor and City Clerk to execute the amended agreement with New Era Tickets for a new five-year term. Bylaw 2017-185 and the agreement appear elsewhere on the agenda.

Respectfully submitted,

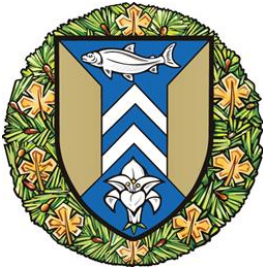


Robert Santa Maria
Manager of ESSAR Centre
Community Development &
Enterprise Services
(705)759-5327
r.santamaria@cityssm.on.ca

Recommended for approval,



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



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Lauren Perry – Assistant Chief Emergency Management

DEPARTMENT: Fire Services

RE: Prince Township Reciprocal Emergency Assistance Agreement

PURPOSE

The purpose of this report is to seek Council approval for by-law 2017-176 Prince Township Reciprocal Emergency Assistance Agreement.

BACKGROUND

The Emergency Management and Civil Protection Act requires all municipalities to have an emergency plan which includes specific procedures to safely evacuate persons in an emergency area. Prince Township has limited facilities for evacuating residents during a large-scale emergency. As such they reached out to propose a reciprocal agreement with Sault Ste. Marie to provide emergency assistance when evacuations become necessary (May 2017).

The agreement was reviewed by Fire Services, Office of the CAO and the Legal Department to ensure there would be no undue hardship for the respective municipalities and resubmitted to Prince Township with minor adjustments (June 2017).

Prince Township approved the amended agreement at their Council meeting of August 8, 2017.

ANALYSIS

NA

FINANCIAL IMPLICATIONS

There is no anticipated budget or resource impact. If this agreement is activated all costs will be recovered on a cost recovery basis.

Prince Township Reciprocal Emergency Assistance Agreement

2016 09 11

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STRATEGIC PLAN / POLICY IMPACT

NA

RECOMMENDATION

It is therefore recommended that Council take the following action:

The report of Prince Township Reciprocal Emergency Assistance Agreement dated 2017 09 11 be received as information

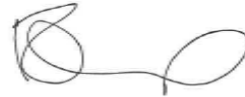
By-law 2017-176 appears elsewhere on the Agenda is recommended for approval.

Respectfully submitted,

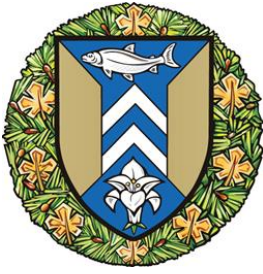
Recommended for approval,



Lauren Perry
Assistant Chief – Emergency Management
705-541-5173
l.perry@cityssm.on.ca



Paul Milosevich
Deputy Chief – Fire Education,
Prevention and Emergency Management
705-949-3377
p.milosevich@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

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Surplus Property – 235 Wellington Street West

PURPOSE

The purpose of this report is to recommend to Council that the property described as 31572-0051(LT) LT 209-212 BLK 5 PL 402 KORAH EXCEPT PL J6061; SAULT STE. MARIE, being civic 235 Wellington Street West (Steeltown Seniors Centre) be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

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

BACKGROUND

The Legal Department received a request from Tom Vair, Deputy CAO - Community Development & Enterprise Services to ascertain if the Subject Property could be declared surplus. The request was circulated to various City Departments for comments.

The Planning Department stated that the property is zoned Traditional Commercial (C1) which permits a wide range of commercial and residential uses.

The Engineering Department stated no easements are required.

The Building Department has no objection to the sale of the Subject Property.

The Public Works and Transportation Department has no interest in the Subject Property.

The Sault Ste. Marie Region Conservation Authority advised that the Subject Property is not located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

ANALYSIS

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

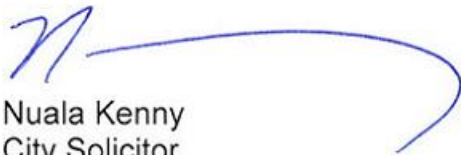
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-174 being a by-law to declare the City owned property described as 31572-0051(LT) LT 209-212 BLK 5 PL 402 KORAH EXCEPT PL J6061; SAULT STE. MARIE, being civic 235 Wellington Street West (Steelton Seniors Centre) as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land, appears elsewhere on the Agenda and is recommended for approval.

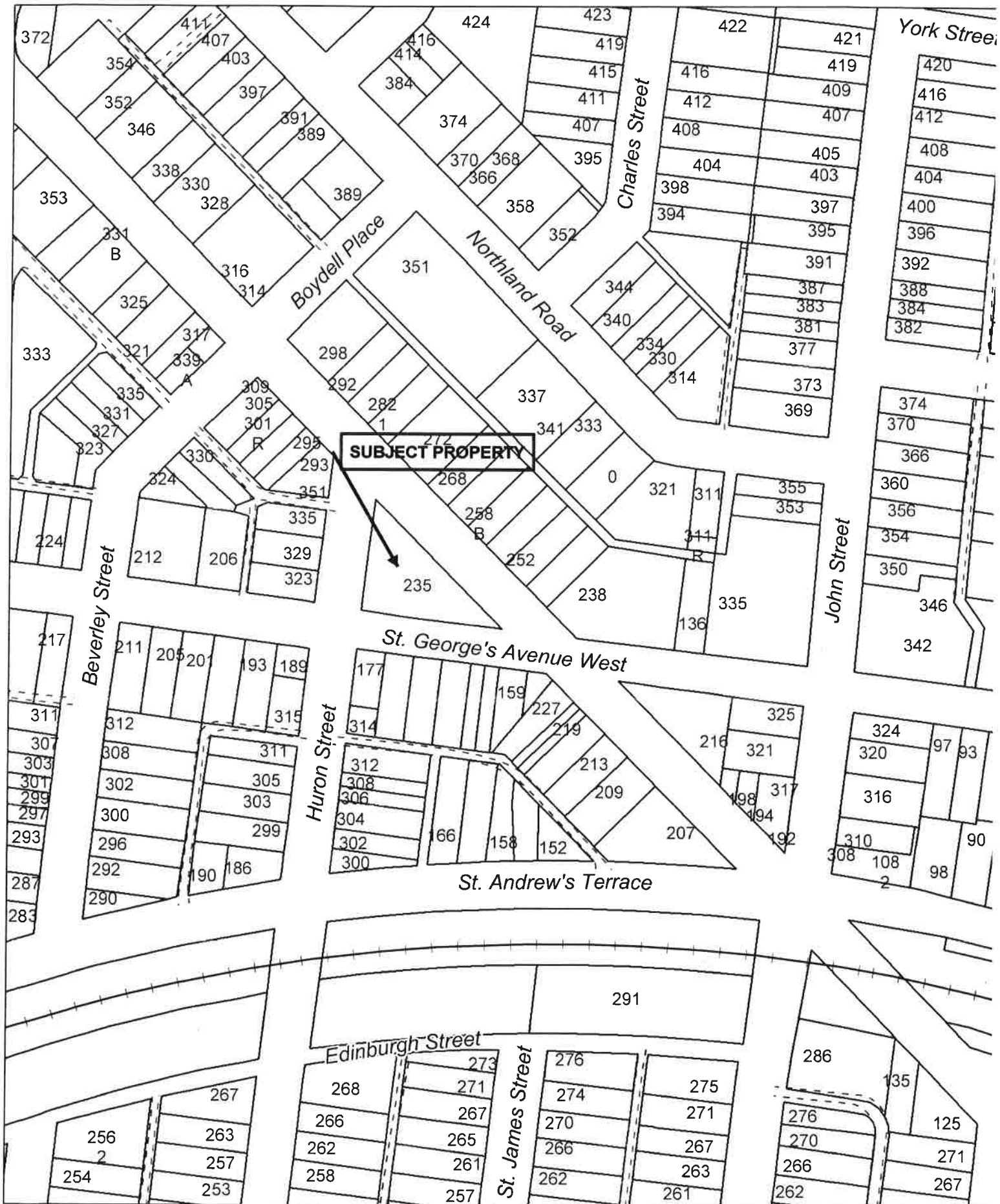
Respectfully submitted,

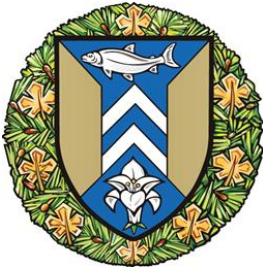


Nuala Kenny
City Solicitor

NK/mw
Attachment

Schedule "A"





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

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

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Surplus Property – Adjacent to 19 Highland Court

PURPOSE

The purpose of this report is to recommend to Council that the property described as 31562-0096 (LT) BLK J PL H669 KORAH; SAULT STE. MARIE, being the property adjacent to civic 19 Highland Court be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a map of the Subject Property.

BACKGROUND

The Legal Department was contacted by Ms. Carrie Cerenzie with a request to ascertain if the City's property adjacent to 19 Highland Court could be declared surplus. The request was circulated to various City Departments for comments.

The Planning Department stated that the City originally acquired this property as part of the Fort Creek Highland Subdivision approval. The intent was to provide access into the Fort Creek Conservation Area. However, it does not appear that the property is being used for that purpose. There is another access point just west of this property which connects to the Hub Trail and is well used by the residents in this area. With the extension of North Street to create Lang Court, there is also a second nearby access to the Conservation Area. Therefore, there are no comments or concerns with declaring this property surplus other than to note that the adjacent owner at 23 Highland Court may also want to purchase a portion of this property.

The Engineering Department stated no easements are required.

The Building Department has no objection to the sale of the Subject Property, although believes there is some value in retaining these properties for accessing the rear sloped lands when the need may arise.

The Public Works and Transportation Department supports the request to declare this property surplus with no easement requirements for Public Work's benefit.

The Sault Ste. Marie Region Conservation Authority advised that the Subject Property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. Any development on the Subject Property or 19 Highland Court will require a permit from the Conservation Authority's office.

ANALYSIS

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council declare the City owned property described as 31562-0096 (LT) BLK J PL H669 KORAH; SAULT STE. MARIE, being adjacent to civic 19 Highland Court as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land. By-law 2017-175 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny

City Solicitor

NK/sp

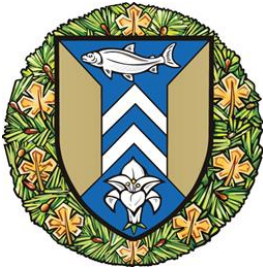
Attachment

Map 97\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2017\\Surplus Property - Property Adjacent to 19 Highland Court.docx

Schedule "A"

SUBJECT PROPERTY





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

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: PART OF WAWANOSH AVENUE - STREET
ASSUMPTION, CLOSING AND CONVEYANCE

PURPOSE

The purpose of this report is to seek Council's approval to assume, close and convey part of Wawanosh Avenue .

BACKGROUND

On November 17, 2016, the Legal Department received a request to acquire a portion of the Wawanosh Avenue road allowance adjacent to civic 63 Wawanosh Avenue. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

The City has been advised by the Sault Ste. Marie Region Conservation Authority that the subject property is not in an area under the jurisdiction of the Conservation Authority.

There were no objections to allowing the abutting property owners to acquire a portion of the road allowance.

ATTACHMENT

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

ANALYSIS

Union Gas, Bell Canada and PUC have indicated they may possibly require easements. This will be determined when the reference plan is completed.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-187 being a by-law to assume part of Wawanosh Avenue and By-law 2017-188 being a by-law to stop up, close and convey part of Wawanosh Avenue appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

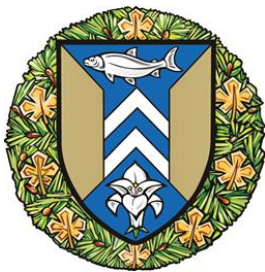
JK/da

Attachment

LEGAL\STAFF\COUNCIL\REPORTS\2017\PART WAWANOSH AVENUE - STREET ASSUMPTION, CLOSING AND CONVEYANCE (MAP 42).DOCX

Schedule "A".





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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Adam Shier, Risk Manager

DEPARTMENT: Legal Department

RE: Municipal Insurance Program

PURPOSE

The purpose of this report is to request Council's authorization to prepare an RFP for the City's Insurance program.

BACKGROUND

The City's insurance policies are underwritten by JLT Canada through Algoma Financial Group. The City has a 3-year term with JLT which is due to expire February 28, 2018.

The City engages Crawford & Company (Canada) as an Adjuster on claims not handled internally.

ANALYSIS

The current agreement provided rate certainty for a period of 36 months from its inception in February of 2015. Given market competition and local economic pressures, it is advisable to ensure the community is receiving the best value possible for its related costs.

FINANCIAL IMPLICATIONS

Potential to offset increases that may occur in the cost of insurance and adjusting services.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Municipal Insurance Program

2017 09 11

Page 2.

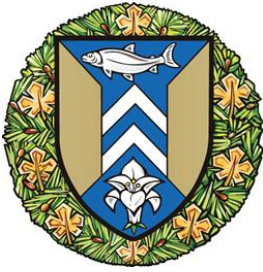
That City Council authorize the Legal Department to prepare an RFP for the City's Insurance provider, the City's Insurance policies and for adjusting services that are required from time to time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Adam Shier', followed by a long horizontal line extending to the right.

Adam Shier
Risk Manager

INS3\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2017\\Municipal Insurance Program .docx



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Land Transfers between the City and Pointe Aux Pins Syndicate – Red Pine Drive

PURPOSE

The purpose of this report is to inform City Council regarding the progress made to acquire the proper lands on and around Red Pine Drive and to provide options in order to alleviate the concerns set out in the May 8th, 2017 resolution moved by Councillor Shoemaker and seconded by Councillor Bruni, which states:

Whereas building permits are no longer being issued to homeowners on Red Pine Drive given concerns over fire access and the lack of a municipally maintained roadway to service the said lots, notwithstanding that building permits have been issued in past years; and

Whereas the residents of Red Pine Drive are residents of Ward 6 and Sault Ste. Marie and contribute significantly to the City tax base and ought to enjoy the same services as all other city taxpayers

Now Therefore Be It Resolved that staff be requested to review and report back regarding all options, including those not utilized to date, to construct a City owned and maintained roadway to service the said properties that will ensure that residents in this area are afforded the same level of service as the rest of the City tax base and to ensure that building permits can once again be issued on this street.

Furthermore, the purpose of this report is to align information regarding an August 27, 2007 resolution acknowledging that the City would accept the deed to Red Pine Drive, which reads:

Resolved that Red Pine Drive be provided with annual snow plowing starting with this winter (at an estimated cost of \$4,000 - \$5,000) with funds to come from the Winter Maintenance Budget; and

Further resolved that Council accept the deeding of Red Pine Drive from the Pointe Aux Pins Syndicate to the City and that it continue to be maintained in its present configuration until it is determined by the City that this road and neighbouring roads should be brought to a higher standard, be approved.

ATTACHMENTS

Attached as Schedule “A” is a copy of Lorie Bottos’ Council Report dated August 27, 2007. Attached as Schedule “B” is a copy of Lorie Bottos’ Council Report dated September 25, 2006. Attached as Schedule “C” is a drawing of the Proposed Truck and School Bus Turnaround for North End of Red Pine Drive.

BACKGROUND

A petition was first provided for Council’s consideration regarding snow plowing and garbage collection for Red Pine Drive (hereinafter: the “road”) in 2002. At this time, and prior to the 2007 resolution set out above, the intention was to dedicate the road to the City and have any and all improvements petitioned by way of the *Local Improvement Act* to have the road upgraded to municipal standards. In 2002 the road consisted of 27 homes/cottages. During discussions in 2002 with the Syndicate, City staff indicated that the costs to improve the road would be in excess of \$50,000.00. Further, an emphasis was put on the fact that the costs of bringing the road up to a Class B would rest on the homeowners that abut the private road. Currently the road services a similar number of residential homes; however, it is safe to assume that the costs of bring the road to even a Class C or D would now grossly surpass \$50,000.00.

Meetings continued between City staff and the Syndicate during the 2000’s, wherein the issue of deeding the road to the City or dedicating the road was discussed at length. The Syndicate raised concerns regarding personal liability should an accident happen on the road to which they received information from the then, Assistant City Solicitor, Nuala Kenny that they would likely be named in a claim. During these discussions, and those held afterward, it was recommended that the Syndicate continue to work with the City’s Engineering Department to ensure that the road meet the basic municipal standards at which time the City would be in a position to assume the road and proceed under the *Local Improvement Act*. Further, discussions around the plowing of the road and the cost of the same being borne by the City took place, to which the City resolved as of August 2007 they would undertake to provide snow removal indefinitely.

It was recommended by then City Solicitor, Lorie Bottos, in his report to Council in September 2006 not to proceed with accepting the road in its present configuration. This report is attached hereto as Schedule “B” and remains Legal’s opinion.

It must be noted that the road historically was used to access some 27 homes/cottages and at the time the 2007 resolution was passed, it was

determined that the road be plowed during the winter months by way of a contractor as in its present configuration it is too narrow to accommodate Plow trucks that form part of the City fleet. The configuration of the road remains similar to date; it is still well below a Class C or D.

As interest around the status of the road circulated, a concern was brought to the Building Department's attention that the road may not be configured properly to provide efficient emergency services contrary to the Ontario Building Code (hereinafter: the "Code"). The said concern lead to a meeting between the Legal Department and Building, wherein Legal recommended to no longer issue building permits to property owners adjacent to the road until the requirements pursuant to the Code be rectified.

Currently, Legal is ready to accept the deed to the road, but has been completing the same with many concerns in mind: one being the liability concerns of accepting a road below municipal standards and others as stated repeatedly throughout Mr. Bottos reports attached hereto.

ANALYSIS

Legal counsel for the Syndicate brought forward a proposed transfer to the City Legal Department in the past year. In the transfer, the Syndicate has requested to maintain a one foot reserve at the end of the road to prevent any future development beyond the road. It should further be noted that confirming the land to be transferred vis-à-vis the existing road required Engineering take on a large-scale survey to ensure that the property being provided would allow the City to improve the configuration of the road at Council's request. During the survey, it was noted that the proposed transfer would not provide sufficient space for a required turnaround and that at some points the current location of the road falls outside of the property to be transferred to the City.

Larry Girardi, Deputy CAO – Public Works & Engineering Services and the Public Works and Transportation Department ("PWT") have canvased an option for a turnaround as set out on the Plan attached as Schedule "C" to this Report. As previously noted, the turnaround is required in order to offer essential emergency services to the residents in the area, in particular Fire, and is a Building Code requirement.

The City's Fire Department has commented that the current configuration is such that access to and from a potential fire would be restricted and services compromised. Fire would recommend both a turnaround be created and the road itself widened by eliminating specific pinch points in order to improve services.

Fire's recommendation plays hand in hand with Building's respective recommendation that a turnaround be created and the road widened in order to relieve the concerns pursuant to the Code that would require not only access to the Building for fire equipment by road, but also the objective that "a person is not exposed to an unacceptable risk of injury due to fire caused by persons being

delayed in or impeded from moving to a safe place during a fire emergency” and further, that this risk be extended to people “beyond [the fire or explosions] point of origin”.

It was noted that the only way to create such a turnaround would be by way of an easement over a one foot reserve being requested by the Syndicate as part of the transfer and a second easement over the remaining property owned by the Sault Ste. Marie Region Conservation Authority (“SSMRCA”).

At a SSMRCA Board meeting held June 20th, 2017, the approval to allow an emergency turnaround over the lands was approved. The resolution speaks to costs of the turnaround, inclusive of any expenses, legal or otherwise be incurred by the City, that the SSMRCA incur no liability, that the area be fenced with a locked gate, that this fence and gate be maintained by the City, and that signage be affixed to the fence indicating: *no parking, no dumping and SSMRCA signage to prevent trespass and vandalism.*

PWT has noted that they will be in a position to break ground on the above turnaround by this fall, but that the work to be performed will be limited to the turnaround. Any and all additional road work will occur upon City Council's request and approval for same to maintain consistent with the previous Reports on this matter that speak to the road being maintained in its present configuration until it is determined by the City that this road should be brought to a higher standard. Some minor road improvements will take place to improve the configuration. The road would however remain outside a minimum municipal standard, a liability concern should the City accept the deed to the road in this standing. Legal cannot recommend that Council continue with accepting the deed to the road and would recommend that it resolve that the road be brought to at least a minimum municipal standard prior to accepting ownership by way of the deed.

Upon consideration of the above, the option that Legal can layout for Council's consideration to alleviate the building permit restriction is the following:

PWT is in a position to alleviate part of the concern under the Code by creating a turnaround on SSMRCA land. The costs of the same along with SSMRCA legal costs, and additional covenants would need to be funded by the City. Legal would further need to execute the easements at the City's sole expense over the SSMRCA lands. Further, Legal would need to complete an easement over the Syndicates requested one foot reserve and accept the transfer of the road itself, but the City should not accept the road until it is brought to at least a minimum municipal standard. Both recommendations from Building and Fire would seek that Council authorize the widening of the road to relieve the concerns under the Code. Again, Legal would strongly recommend that the road meet a minimum municipal standard prior to accepting the deed to the road. As noted, this should and was originally intended to rest on the current owner of the road and not the City as we risk setting a negative precedent. Until the said option is executed,

Building will not be able to commence the issuance of building permits to the resident's adjacent to the road.

Legal must stress the importance of the current road owner expending funds in bringing the road to a Class C or D.

FINANCIAL IMPLICATIONS

The transfer, easements, and additional requirement would proceed with nominal consideration and a majority of the work will be completed by staff. There will be a nominal cost to Public Works for construction of the turnaround this fall. The upgrading of the road to a class C or D municipal standard will be a consideration by the Engineering Division for a future capital works program, and will be evaluated among other capital priorities.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council direct staff to take action on the option set out above in this report, and that City Council confirm that the current owner of Red Pine Drive, being the Pointe Aux Pins Syndicate, upgrade the road to a minimum Class D.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor
JK/da
Attachments

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. S.2.1.9

2007 08 27

Schedule "A"

Mayor John Rowswell and
Members of City Council

**RE: Request from Residents of Red Pine Drive to have the City
Pay the Costs for Upgrading Red Pine Drive**

BACKGROUND

On September 25, 2006 some residents of Red Pine Drive appeared at Council with the request that City Council pay the costs of upgrading Red Pine Drive to Class "B" so that thereafter the City would maintain and snowplow the road. For the benefit of the new members of Council, over the last few years the City has paid the cost of the Red Pine Drive Syndicate hiring a snow plow operator to clean the snow. Garbage is brought by reach home owner to one central spot and then collected. The road at present is too narrow for larger vehicles to easily manoeuvre.

I am enclosing:

1. My report to Council dated 2006 09 25 along with the attachments referred to in that report; and
2. The Council resolution of September 25, 2006 in which my report is accepted.
3. Letter to me from John Doan dated August 11, 2007 to which are attached the estimates.
4. A map of the area.

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405
www.cityssm.on.ca

COMMENTS

At the September 25th Council meeting, City Council decided not to provide \$38,000 to the residents of Red Pine Drive for the purpose of upgrading Red Pine Drive to meet City standards. I asked Mr. John Doan of the Syndicate to provide to me an update of the cost estimate for upgrading the road. City staff had not seen anything in writing from the Syndicate as to how the \$38,000 was arrived at and whether the specifications provided to the contractors to allow them to bid would provide for a gravel road built wide enough and straight enough to plow and turn around at the end. I have received that information from Mr. Doan and it is attached.

There are 44 distinct civic addresses along Red Pine Drive. However, there are 53 owners. The assessed values range from \$75,000 to \$244,000. An increasing number of owners live there year round although there are still some seasonal residences.

Over the years, City staff has received a number of requests for upgrading of Class "B" roads to Class "A". A report was prepared for Council for May 26, 2003 which listed 34 streets where successful petitions had been received by City Council for Class "A" services. Six of the streets on that petition go back to the 1970's. Admittedly, these are streets that already do have Class "B" service and are requesting Class "A" service (curbs, sidewalks, storm sewer). However, in those cases the streets are owned by the City, which is not the case with Red Pine Drive. The argument advanced by the Syndicate is that it does not even have Class "B" service. Garbage pick up for the residents of Red Pine Drive involves them bringing their garbage to a central area near their tennis court.

The Red Pine Drive residents assert that they receive minimal City services but still face high assessments and thus high taxes. Red Pine Drive residents do not have garbage pick up at the end of their driveways and the road does not meet City Class "B" standards, but other City services available to rural area residents are available to them. The assessment has increased over the years and, as Council knows, assessment is based on fair market value as determined by the Municipal Property Assessment Corporation.

The Red Pine Drive Syndicate does own a large acreage of property totalling 218.65 acres. This property is located basically to the west of Red Pine Drive. The Syndicate conveyed an easement to the gas company a number of years ago. The Syndicate received compensation for this easement and uses the interest from the principal of about \$40,000 to pay taxes on the large acreage and other common expenses.

RECOMMENDATION

If Council agrees to the request from the Red Pine Drive Syndicate, Council might be met with requests from other residents for upgrading their roads to Class "A" or to improve roads to Class "B" (the road near Nettleton Lake, for example) and take over servicing. Agreeing to this road upgrade may make it difficult for Council to turn down

future requests. If Council decides to pay the cost of upgrading the road, a condition should be that the Syndicate convey to the City that portion of the road being upgraded by the City.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Lorie Bottos".

Lorie Bottos
City Solicitor

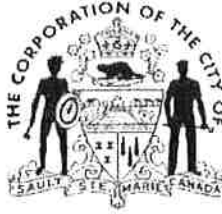
LAB/dh

Attachments

cc: Mr. Patrick McAuley, Commissioner, Public Works and Transportation (w/o attachments)
Mr. Jerry Dolcetti, Commissioner, Engineering & Planning (w/o attachments)
Mr. Don Elliott, Director of Engineering Services, Engineering & Construction (w/o attachments)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. S.2.1.9

2006 09 25

Mayor John Rowswell and
Members of City Council

**RE: Council Resolution of August 28th Regarding
Funding Proposal for the Upgrade of Red Pine Drive**

PURPOSE

The purpose of this report is to respond to the following Council resolution:

"RESOLVED that the report dated August 24, 2006 from the resident of 604 Red Pine Drive on behalf of the Red Pine Drive Syndicate concerning a funding proposal for the upgrade of Red Pine Drive to municipal standards and then dedication of the road to the municipality BE REFERRED to the Finance, Legal and Public Works and Transportation Departments for review and report back to Council."

ATTACHMENTS

Attached to this report are the following:

1. A letter dated August 24, 2006 from Mr. Ed Dawson submitted on behalf of the Syndicate. The attachments to Mr. Dawson's report are not attached to this report since they do not pertain to the funding proposal set out in Mr. Dawson's August 24th letter.
2. A letter dated August 28th, 2006 from Mr. Vittorio D'Aniello who owns 554 Red Pine Drive.

COMMENTS

Briefly, the proposal from the Syndicate is that the cost of upgrading Red Pine Drive be borne by the City since the City would recoup the costs of upgrading from the increased

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
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www.cityssm.on.ca

assessments levied against the properties fronting on Red Pine Drive. On September 11th I met with Pat McAuley, Bill Freiburger and Don Elliott to discuss this funding proposal.

Staff cannot support the proposal put forward by the Syndicate. The reasons are:

1. Agreeing to the proposal in this case would likely result in Council meeting similar requests from residents along Pointe des Chenes Crescent, Pine Shore Drive, Point Louise Drive and Harriet Street for similar consideration. Also, the same argument could be made by anyone being requested to pay local improvement charges, either in the future or those making local improvements payments now. Their argument could be that the City would recoup the cost of the local improvement through increased assessments and therefore the local improvement charge should not be levied.
2. Tied into the first point is that if Council agrees with the request, the money for upgrading Red Pine Drive would have to come out of the miscellaneous construction budget. There is no extra money in that budget to accommodate Red Pine Drive. In addition, there are many other streets that have a higher priority for upgrading than Red Pine Drive.
3. What is being requested by the residents is somewhat similar to a subdivision development (except in the case of Red Pine Drive some of the homes have been built already). A subdivider could make a similar argument that it should not have to pay for the cost of installing the road and services because there will be increased assessment garnered by the City.

Mr. Dawson's letter makes comparisons to some other streets in the area. One example is Pine Shore Drive. On that particular street there is a Council resolution from the early 1970's directing Public Works staff to provide minimal services, since this road is relatively straight and wide enough to provide these services, and it connects between two municipally owned streets. A similar level of minimal maintenance could not be provide on Red Pine Drive due to the physical restrictions and lack of turn around. In the case of the other streets mentioned in Mr. Dawson's letter I believe in each case those streets are municipally owned. Red Pine Drive is owned by the Syndicate.

Mr. Dawson's letter also states that Red Pine Drive residents receive only the very basic services (Police and Fire) but no other services. That is not correct. Just like other residents of the community Red Pine Drive residents have access to the public libraries, arenas and swimming pools. In addition, they benefit from other items that make up the tax levy such as the hospital levy, the DSSAB levy and the Algoma Health Unit levy, to name just a few.

SNOWPLOWING FOR 2006-2007 WINTER SEASON

On December 12th, 2005 City Council passed a resolution recommending that the City pay the cost of a contractor providing snowplowing on Red Pine Drive for one year only at an estimated cost of \$4,000 plus GST. Those funds came from the winter maintenance budget. Pat McAuley would like direction as to what Council's wishes are for the up-coming winter season.

RECOMMENDATION

Staff's recommendations are:

1. That the Syndicate obtain a firm quote from a contractor as to what the cost would be to construct the Red Pine Drive to meet the minimum City standards. An engineer should confirm to the Syndicate that the proposal from the contractor does indeed meet the minimum City standards for that level of road. The Syndicate members should then decide amongst themselves how they should bear the cost of upgrading the road amongst the Syndicate members (based on assessment, based on frontage, etc.) if the Syndicate decides to proceed with upgrading the road. If the Syndicate does decide to upgrade the road then the Syndicate should award that contract and turn over the upgraded road to the City, after which City maintenance and snowplowing will become a municipal responsibility.
2. If Council wishes to consider participating in the winter plowing for 2006-2007, it should debate and decide this with a separate resolution.

A copy of this report has been provided to Mr. John Doan, President of the Syndicate.

Respectfully submitted,

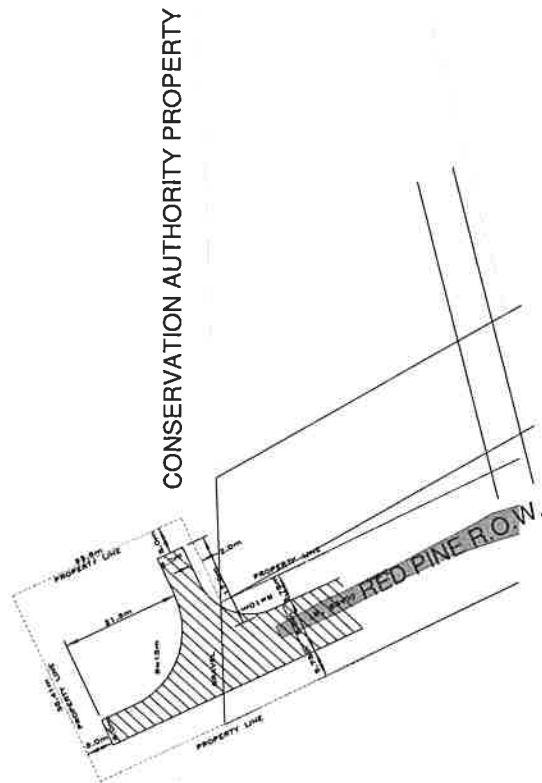


Lorie Bottos
City Solicitor

LAB/dh

Attachment(s)

cc: Mr. Patrick McAuley, Commissioner, Public Works and Transportation
Mr. Bill Freiburger, Commissioner of Finance and Treasurer
Mr. Don Elliott, Director of Engineering Services, Engineering & Construction



DWG. BY: R.CAPUTO

OPTION #5

September 11, 2017 Submission to City Council Re: - Red Pine Drive

By – The Executive for EAST POINTAUX PINS SYNDICATE (1187946 Ontario Limited)

- a) It is clear from the attached email, from Legal, that we were advised that city staff would be advising Council at their August 21, 2017 meeting that our lawyer would be asked to finalize transfer of land for the road; the city would finalize the easement over the SSMCA lands as required and at the City's cost; and that the city would advise Council the transfer/easements are done or in motion and also that PWT will put in a turnaround in the Fall which would relieve the building permit issue; and that the "rest of road work in that area will form part of a later report, work should not be expected immediately, it will be fixed up alongside other roads in the area."
- b) City Council passed the August 27, 2007 resolution agreeing to accept the deeding of the road in its present configuration.... the syndicate has been working with city staff to complete the deeding of the road allowance and has expended a considerable amount of time and money to bring it to this final stage (signing).
- c) As a result of a city staff decision in 2016, building permits were no longer issued for construction on Red Pine Drive. Up until that time, building permits were issued for construction on Red Pine Drive for decades. Homes ranging in costs from hundreds of thousands of dollars to over a one-million have been built through building permits, and inspected by city officials.
- d) A Council resolution on May 8, 2017 directed staff to provide options to allow for the issuance of building permits and to provide residents of Red Pine Drive with the same level of services as the rest of the city tax base. There has been only one option presented to council tonight, by staff, and it is contrary to what has been developed and agreed to by both staff and the syndicate.
- e) Almost half of Red Pine Drive has already been developed by the City at the City's expense – including street lights, pavement, community mail box and curbside garbage pickup.

Other Roads in the Vicinity of Red Pine Drive

- 1. Pine Shores Road is a private road and it is maintained by the city. It is our understanding that this road is **less than** a Class D road. Building permits are issued for homes on this road.
- 2. Sand Road is a City road. It is also **less than** a Class D road. It only exists to be used as a turnaround for city maintenance vehicles for Pine Shores Road maintenance– there are no homes on Sand Road and thus no taxes associated with it.
- 3. Pointe Louise Drive is a city road. It is also **less than** a Class D road. Building permits are issued for homes on this road. There is no turnaround on the southerly portion of this road.
- 4. Harriet Street is a City street which runs off of Pointe Louise Drive. It is also **less than** a Class D road. There is no turnaround on this road.

In closing, we are asking that Council turn down staff's report on Council's agenda this evening and have staff continue with the approach developed as outlined in Mr. King's email below.

Email exchange with Mr. Jeffery King – Legal Department

From: Nick Apostle [mailto:nick.apostle@gmail.com]
Sent: Tuesday, August 01, 2017 7:17 PM
To: Jeffrey King (POA)
Subject: Red Pine Drive

Hi Jeff, hate to be a pest however, wondering how the transfer is going?

Anxiously waiting to get this finalized

Nick Apostle

Jeffrey King (POA) <j.king3@cityssm.on.ca>
To: Nick Apostle <nick.apostle@gmail.com>
Cc: Orsalina Naccarato <o.naccarato@cityssm.on.ca>

Wed, Aug 2, 2017 at 12:55 PM

Nick – See attached... a report will be presented to council... we are working on transfer.

Jeff

----- Forwarded message -----

From: "Jeffrey King (POA)" <j.king3@cityssm.on.ca>
To: Orsalina Naccarato <o.naccarato@cityssm.on.ca>
Cc: Nuala Kenny <n.kenny@cityssm.on.ca>, Melanie Borowicz-Sibenik <m.borowiczsibenik@cityssm.on.ca>, Adam Shier <a.shier@cityssm.on.ca>
Bcc:
Date: Thu, 27 Jul 2017 14:15:45 +0000
Subject: Re: Red Pine Dr.

Orsa,

To get everyone up to speed, I have set out a to do list on the above matter following a meeting on July 19th, 2017 with Syndicate(Red Pine Dr.)/PW/Eng/SSMCA/Building/Legal:

- 1) Request turn around plans from Engineering – Don Elliot is to provide plan;
- 2) Send plan to Mr. Matt Caputo – He is to add easement and finalize transfer;
- 3) We are to prepare easement over SSMCA lands as required in plan (PW agreed that City to pay any and all cost, includes lawyers fee, registration, etc.);
- 4) Prep a report to Council for August 21/2017 – advise transfer/easements are done or in motion, advise that PW to put in turnaround in the Fall = relieve the Building permit issue, rest of road work in that area will form part of a later report, work should not be expected immediately, it will be fixed up alongside other roads in the area.

We can meet to discuss other details.

Jeff

To: Mayor Provenzano

From: Steve Boniferno

Date: 2017-09-08

Mr. Mayor,

Thank you for taking to time to speak to me today related to Red Pine Drive. I would like to point out to you the serious concerns I have with the report and recommendation of City Solicitor Jeffrey King that is to be dealt with at the Monday September 11, 2017 Council meeting. I would urge you and council to vote **against** the recommendation for the following reasons.

1. The issue before you is not in any way connected to the deeding of the road but rather the outcome of the sole decision of the City to no longer issue building permits to residents on a portion of Red Pine Drive. Had the deed been conveyed earlier in the year, you would still be faced with addressing the impact of the City's decision to stop issuing permits. It is that decision by the City that led to the motion of May 8, 2017. Notwithstanding the above, there are many reasons why the reasoning in the recommendation is flawed.
2. The recommendation adds conditions which are inconsistent with the Council resolution of August 27, 2007. That resolution incorporated the recommendation in Mr. Bottos' report of the same date **"If Council decides to pay the cost of upgrading the road, a condition should be that the Syndicate convey to the City that portion of the road being upgraded by the city"**.

The Syndicate agreed to this condition and Council addressed this in their August 27, 2007 resolution which states in part, **"Council accept the deeding of Red Pine Drive from the Pointe Aux Pins Syndicate to the City and that it continue to be maintained in its present configuration until it is determined by the City that this road and neighbouring roads should be brought to a higher standard."**

The terms of the agreement are unambiguous. The Syndicate would have to deed the road to the City and the City would bear the cost of upgrading the road when and if the City determined it was necessary. Simple and clear!

While it is true that staff's earlier position had been the property owners pay the cost to upgrade the road to minimum standards prior to the City accepting the deed, this position was not acceptable to the property owners nor to City Council and was clearly abandoned by the City in Mr Bottos' recommendation of August 27, 2007.

3. The recommendation does not address the request set out in the May 8, 2017 resolution wherein staff was asked to report back **"all options, including those not utilized to date, to construct a City owned and maintained roadway to service the said properties that will ensure**

that residents in this area are afforded the same level of service as the rest of the City tax base and to ensure that building permits can once again be issued on this street".

(emphasis added)

Staff provided only one option. It is important to remember the City's decision not to grant building permits was the reason this resolution was put forward.

Other options to address the issue of building permits were identified by staff and a report to council was prepared for its August 21, 2017 meeting. I am led to believe this report did not make it to the agenda and as such was not shared with Council.

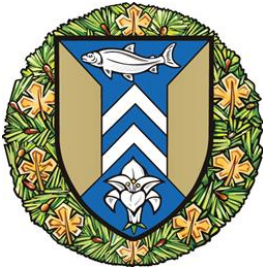
4. The attached email from Mr. King sets out a solution and course of action that had been discussed with Public Works, Engineering, Building, Legal and SSMCA and agreed to by the Syndicate at a meeting on July 19, 2017. This course of action addresses the concerns of PWT and Fire and would allow the City to issue building permits on this street. I do not know if this information was provided to Council.
5. It has been the understanding of residents, including myself, that the terms of transferring the road were agreed to and it was just a matter of completing the legal issues dealing with the transfer. We were led to believe by City staff that the transfer would **not** be by way of the *Local Improvement Act*. This was of significant importance since many of the residents, whose agreement was required in order to transfer the road, front on a portion of the road that was already upgraded by the City and were concerned they may have to pay for something that was of no value to them.
6. Over the past few years, residents applied and were granted building permits believing that the City would be assuming the deed and maintaining the road. In my case, we purchased property and completed a major build in 2013 with permits from the city. At no time did the City ever advise that there was a potential problem related to emergency vehicles or obtaining future permits. To my knowledge, there has been no change to the Ontario Building Code related to "efficient emergency services" during or subsequent to the construction of my home. I paid for my permits and the City issued them. If the City believed it was not safe to build on this road I suggest they should not have issued permits to me or other residents. It feels as if we were helped out onto a branch which you may now cut off.

For all the reasons set out above, I urge you to vote against the recommendation in the report. A simple and cost effective solution to the building permit concern is set out in Mr King's email and could easily be put into action by way of a separate resolution at Councils September 11, 2017 meeting.

Thank you for the opportunity to express my view.

Steve Boniferno





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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Fox Run Subdivision Agreements

PURPOSE

The purpose of this report is to request Council's authorization of two agreements between the City and Fox Run Developments (Sault) Inc. (the "Owner"), owner of the lands comprising the Fox Run Subdivision, which include 159 Foxborough Trail (the "Subject Property").

The purpose of the first agreement, the "Limiting Agreement", is to:

1. Permit the limiting distance for the exposed building face to be measured to a point beyond the property line; and
2. Contemplate what is to occur in 2021 in order to consolidate the Subject Property with the lands adjacent to it (the "Adjacent Property").

The purpose of the second agreement, the "Secondary Agreement", is to bind the terms and conditions of the Subdivision Agreement, referred to below, to the Adjacent Property.

BACKGROUND

The Owner and the City entered into a Subdivision Agreement for the development of Fox Run Subdivision – Phase 1, made on October 18, 2012. The Subdivision was registered in the Land Registry Office on June 21, 2013.

The construction of Fox Run Subdivision is well underway; however, the Owner has encountered an issue with respect to the building, namely a single family dwelling, constructed on the Subject Property. Ontario Regulation 332/12 under the *Building Code Act* (the "Building Code") requires a minimum limiting distance from an exposed building face to an adjacent property to allow combustible construction. In the case here, the limiting distance requirements have not been met. In order to rectify the situation, the Owner wishes to consolidate the

Fox Run Subdivision Agreements

2017 09 11

Page 2.

Adjacent Property, of which they also own, with the Subject Property. However, pursuant to Section 50(4) of the *Planning Act*, this cannot occur until June 21, 2021, eight years from the date of registration of the Subdivision.

Another solution is to enter into an agreement to permit the limiting distance for an exposed building face to be measured to a point beyond the property line. The Building Code allows for this so long as the owners of the properties on which the limiting distance is measured and the municipality enter into an agreement for same.

ATTACHMENT

Attached as Schedule "A" is the Site Plan for the Subject Property.

ANALYSIS

While the desired goal is to consolidate the Adjacent Property with the Subject Property, this cannot occur until June 21, 2021. Therefore, until such time as the lots can be consolidated, the Limiting Agreement will serve as an interim solution in order to meet compliance with the limiting distance requirements of the Building Code.

The Limiting Agreement also contemplates what is to occur in 2021 in order to consolidate the lots at this time. Specifically, in 2021, the City would pass the necessary deeming by-law pursuant to Section 50(4) of the *Planning Act*, being a by-law to deem not registered for purposes of subdivision control the Subject Property. Once this is complete the Owner shall register an application to consolidate the lots. Upon completion of the above steps, the Limiting Agreement shall expire. The Legal Department shall facilitate the City's obligations as set out in the Limiting Agreement.

The Secondary Agreement is to ensure that the terms and conditions of the Subdivision Agreement continue to apply to the Adjacent Lands even after the expiry of the Limiting Agreement.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-179 authorizing the execution of a Limiting Agreement between the City and Fox Run Developments (Sault) Inc. appears elsewhere on the Agenda and is recommended for approval.

Fox Run Subdivision Agreements

2017 09 11

Page 3.

By-law 2017-180 authorizing the execution of the Secondary Agreement between the City and Fox Run Developments (Sault) Inc. appears elsewhere on the Agenda and is recommended for approval.

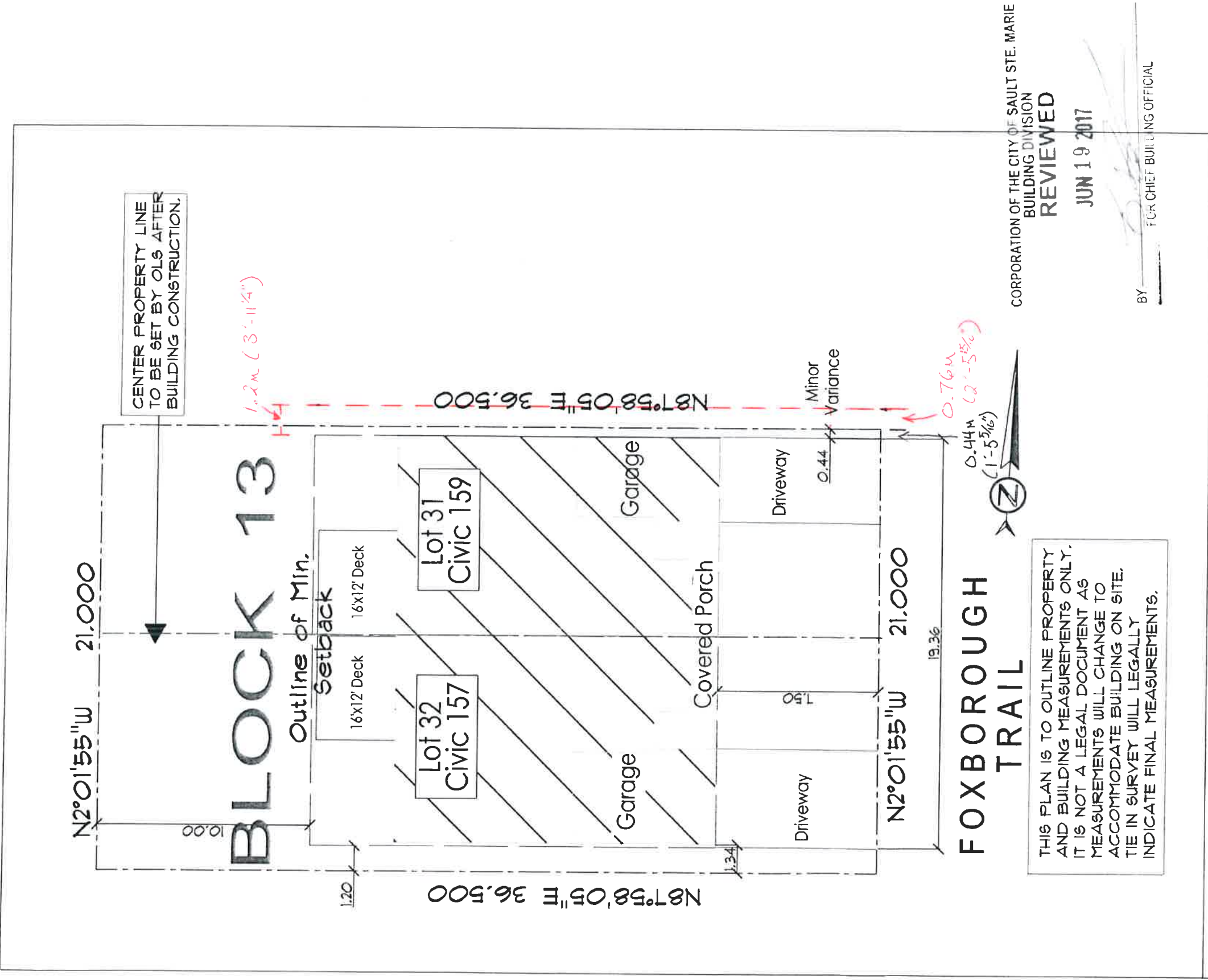
Respectfully Submitted,

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

Melanie Borowicz-Sibenik
Assistant City Solicitor/
Senior Litigation Counsel

MBS/hh

\\CITYDATA\\Legal\\Staff\\COUNCIL\\REPORTS\\2017\\Fox Run Agreements.docx



THIS PLAN IS TO OUTLINE PROPERTY AND BUILDING MEASUREMENTS ONLY. IT IS NOT A LEGAL DOCUMENT AS MEASUREMENTS WILL CHANGE TO ACCOMMODATE BUILDING ON SITE. TIE IN SURVEY WILL LEGALLY INDICATE FINAL MEASUREMENTS.

CORPORATION OF THE CITY OF SAULT STE. MARIE
BUILDING DIVISION
REVIEWED
JUN 19 2017
BY
FOR CHIEF BUILDING OFFICIAL



DEVELOPMENTS

L I M I T E D

www.saldan.net

Fox Run Subdivision

432 Great Northern Rd
Sault Ste. Marie, Ontario P6B 4Z9
(705) 942-5540

This home plan is the property of Saldan Developments Unlimited and is to be used only by the recipient and returned upon demand. This home plan is for the construction of one home only, and is not to be reused or reproduced without the expressed written permission.



Large Volume Builder Category
Awarded by the Ontario New Home Warranty Program

PROJECT - Lots 32 & 31 Foxborough Trail

Site Plan

SCALE - 1:200

DATE - May 2017

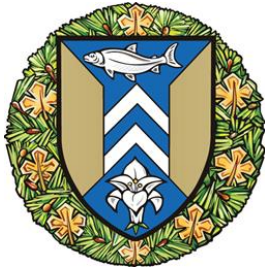
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REVISED -

DRAWING NUMBER

SP1

REF. No. - 9D 17 16



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2017 Connecting Link Agreement

PURPOSE

The purpose of this report is to obtain Council approval to enter into a contribution agreement with the Province for Connecting Link funding.

BACKGROUND

In October 2016, the City applied for 2017 Connecting Link funds for the resurfacing of Second Line between Carmen's Way and North Street, and between Great Northern Road and Old Garden River Road. On March 29, 2017, the Minister of Transportation announced that the application was successful and Connecting Link funds would be provided for up to 90% of eligible costs, to a maximum of \$2,309,750.

ANALYSIS

A Contribution Agreement is necessary in order to access the funding. The agreement was received on 2017 08 22. It has been reviewed by staff and is recommended to Council.

FINANCIAL IMPLICATIONS

The City's share of the project is included in the 2017 capital roads budget.

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 2017-177 appears elsewhere on the Agenda and is recommended for approval.

2017 Connecting Link Agreement

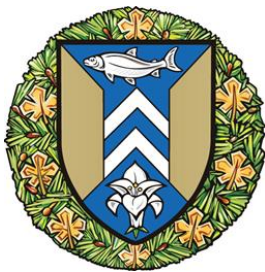
2017 09 11

Page 2.

Respectfully submitted,

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

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

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Freddie Pozzebon, Chief Building Official

DEPARTMENT: Community Development and Enterprise Services

RE: 2016 Annual Fee Report

PURPOSE

The purpose of this report is to inform Council of the annual revenue and expenditures of the Building Division governed under the Ontario Building Code Act for the construction year. The report also details the total remaining reserves as of the end of December 2016.

BACKGROUND

As required under section 7 (4) of the Ontario Building Code Act, an annual fee report must be made outlying revenue expenditures, direct or indirect. There must also be a report on any reserve fund held for the necessary expenditures. The reserve fund is to ensure staffing levels are not detrimentally affected during times when construction activity has been reduced. (see attachment)

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

This report details the fees and expenditures for the Building Division. At present the report shows there is a lesser usage of the reserve fund than in the report to Council for the year ending 2015.

Although the Division has operated with a deficit, the use of the reserve fund has continued to enable it to maintain established service levels. Given the present expenditures and as projected over a five year budget, it is anticipated that the reserve will continue to stabilize the operations of the Building Division and maintain the expected level of service.

STRATEGIC PLAN / POLICY IMPACT

This report is not linked to the Strategic Plan, but rather a requirement of the Ontario Building Code Act.

2016 Annual Fee Report

2017 09 11

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Chief Building Official dated 2017 09 11 regarding the 2016 Annual Fee Report be accepted as information only.

Respectfully submitted,

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

Freddie P Pozzebon
Chief Building Official
705.541 7151
f.pozzebon@cityssm.on.ca



2016 ANNUAL REPORT – BUILDING PERMIT FEES

Total Permit Fees (revenues) collected for the period January 1 to December 31, 2016 under Building By-Law 2008-148 of the City of Sault Ste. Marie.....\$872,083.58

Cost Of Delivering Services:

Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement

Total Building Enforcement Costs \$999,728.63

Indirect Costs:

Indirect Costs are deemed to include the costs for support and overhead services to the Building Division of the City of Sault Ste. Marie being a ratio .0384

Total Building Enforcement \$999,728.63
Total Building Enforcement Costs x Indirect Cost Ratio .0384 0.0384

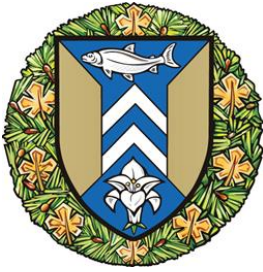
Indirect Costs \$38,389.58

Total Costs:

Total Building Enforcement \$999,728.63
Plus Indirect Costs +\$38,389.58
Grand total Indirect and Direct Building Enforcement Costs \$1,038,118.21

\$1,038,118.21
Less Total Permit Fee Revenues -\$ 872,083.58
Difference: \$ 166,034.63

Building Permit Reserve Fund as of January 1, 2016 \$443,127.62
2016 Transfer to Operations as per above -\$166,034.58
Remaining Reserve Fund December 31, 2016 \$277,092.99



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

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

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2018 Capital Prioritization

PURPOSE

A corporate capital prioritization process was implemented for the 2018 Capital Budget. The recommendations resulting from this process are provided to Council for information.

BACKGROUND

Capital assets are the foundation for providing services and as such the procurement, construction and maintenance are a critical process of the City and require careful planning to ensure the future financial health as well as economic development and strategic direction. A capital plan focuses attention on an organizations' goals, needs and financial capacity. The needs and financial capability are often conflicting as everyone wants their needs met, but financial resources are limited. The City needs to ensure that capital funds are allocated to the highest priority projects to ensure that capital funds are utilized most effectively. A ranking of the corporate priorities was done to assist in allocating the City's financial resources in this manner.

The general prioritization ranking is:

- 1) Legislated, mandated or required by law. This category is the highest priority. It includes health and safety items. These projects are not considered discretionary.
- 2) Maintenance of Assets. The consequence of failure and preservation or extension of the asset life are considered.
- 3) Service Enhancement/Growth: Considers the need to increase infrastructure capacity to meet deficiencies in service, attraction of new economies and improving quality of life.

ANALYSIS

The Capital Budget funding envelope will not cover all the projects submitted. In order to maximize the limited funds to the highest priority projects the Capital Prioritization Process was implemented.

Capital Prioritization Process:

The City's Asset Management Plan provides staff direction for the capital maintenance of assets. Each department reviewed their capital asset requirements and submitted a business case for each project (Appendix A). Each project submission included specific evaluation criteria that was used to prioritize the projects on a corporate basis. Senior Management met to discuss the projects and then ranked all the corporate projects. A ranking matrix was used to ensure that all projects were ranked consistently and within the priorities established (Appendix B).

The ranking of all the project submissions is provided for Councils' review and discussion. An information report regarding the 2018 Capital Roads recommendations appears elsewhere on the agenda. Staff is recommending that the projects ranked from 1-16, which is the inclusion point of all the legislated/mandated projects, be reviewed for potential funding options in the 2018 Capital Budget. The recommended 2018 Capital Budget including financing will be brought forward on the schedule previously approved by Council. Comments and input on the prioritization process and resulting project listing for the 2018 Capital Budget are sought from Mayor & Council through their consideration of this report and through other forums including 2018 Budget deliberations.

FINANCIAL IMPLICATIONS

The Capital Budget funding allocations will not cover all the capital requests. Funding options will be presented to Council during the budget deliberations.

STRATEGIC PLAN / POLICY IMPACT

The prioritization of capital projects is directly linked to the Value: Fiscal Responsibility of the Strategic Plan in that it is a best practice which will better manage the municipal finances. It also supports the Focus Area: Infrastructure for Asset Management, Maintaining Existing Infrastructure and New Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 09 11 regarding the recommendations for the 2018 Capital Prioritization be received for information.

Respectfully submitted,

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

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

Rank #	Description	Cost	Legislated/ Statutory/ H&S	Extended Description	Grant Eligible	Maintains an Existing Asset	Essential Mandated Service	Strategic Plan
1	SCBA Fire	\$ 500,000	✓	Replace existing Self Contained Breathing Apparatus(SCBA). The life expectancy of the current units in service has lapsed. The bottles range from 1970-1990's. The harnesses are 2002 models. This piece of apparatus is critical to perform firefighting duties. Current model in Service does not meet the NFPA standard on Open-circuit SCBA for Emergency Service 2013 Edition. The units meet the 2002 Standard.		✓	✓	
2	Structural Bunker Gear -Fire	\$ 190,000	✓	Purchase all personnel structural firefighting gear (Bunker Gear). The gear is on a 5 year replacement cycle. By purchasing new gear in 2018 the cycle will be current and meet the NFPA ;Standard on Protective ensembles for Structural Fire Fighting.		✓	✓	
3	John Rhodes and McMeeken CO Monitors	\$ 35,000	✓	Addition of CO monitoring Devices at the John Rhodes and McMeeken Centre			✓	
4	PWES Traffic - Hands Free Radios	\$ 115,000	✓	The Distracted Driver Legislation dictates by 2018 hands free radios will need to be installed in all our equipment. Replace analog radio repeater for Parks with new digital repeater. This second digital repeater will allow us to have a fully replicated radio system. A recent power supply failure has brought this to the foreground as being required.		✓	✓	
5	Replacement of Ice Resurfacer - McMeeken	\$ 112,000	✓	Replacement of 1 of the 5 Ice Resurfacers is due as per the replacement schedule. The oldest in the fleet is a 1997 model (20 years old) CO readings on this machine continue to be high, even after being serviced.		✓		
6	PWES - 2018 Capital Roadworks	\$ 27,881,750		2018 Capital Roads Program: McNabb/Pim Storm Sewer Ph II, Simpson St., Bruce St., Black Rd (Second to Third line), Connecting Link (Black Rd, McNabb to Second Line), Fort Creek Aqueduct, Bay Street (Andrew to Pim). Multi Use Paths and Streetscaping: As part of the Bay Street & Bruce Street reconstruction projects, multiuse paths and streetscaping is proposed.	✓	✓		✓
7	Bus Purchase(s)	\$ 1,235,000		To purchase replacement bus(es). The purchase of one new bus on an annual basis is included in the City's Strategic Plan. Eligible for PTIF funding	✓	✓		✓
8	PWES Landfill - Fire Alarm & Auto. Vent System	\$ 12,500	✓	Install automated ventilation and fire alarm system in the HHW Depot. Currently venting must be opened manually and there is no fire detection system or CO detection.				
9	Active Transportation Infrastructure Plan	\$ 937,500		On May 8, 2017, Council approved an Active Transportation Implementation Plan in principle. The plan identifies approximately 70km of cycling and pedestrian infrastructure including cycling lanes, signage, road diets, multiuse paths, and amenities. When implemented, this would bring the City's total active transportation infrastructure network to over 90km, with approximately 95% of the City's population being within 800m (a five minute walk) of an active transportation facility. These projects would likely be eligible for a grant covering up to 80% of costs through the Ontario Municipal Commuter Cycling Program. \$62,500 has already been approved for the City's share of this funding program for 2017. Funding is being requested for the final three years of this four-year provincial program. (Max Grant-\$750k)	✓			✓
10	PWES - 2019 Capital Roads - Engineering ONLY	\$ 200,000		2019 Capital Roads - Engineering in 2018 - required to ensure approvals and timely tenders in 2019		✓		
11	PWES Engineering - Culvert Replacement	\$ 250,000		A number of significant culverts are failing in critical areas (i.e.. Second line under PUC water transmission line). Slip lining or replacement options are being considered. Culvert inventory and study (Camera work and inspections) are establishing priorities. Depending on the location, a failure of the culvert could shut down the water main.		✓		
12	PWES PWT - Snow Dump Property	\$ 650,000		Snow dump property to serve the east end of the community. Existing snow dump property(s) are under pressure by Ministry of Environment and Climate Change as well as it is required for potential development for abutting businesses. Existing snow dumps are fully utilized in years of significant snowfall. Trucking distance and efficiencies also need to be considered. Project pricing is divided into original acquisition and then a lesser amount over 3 years for investment in proper drainage, berms, etc. that may be required to meet MOECC guidelines for this type of operation.			✓	
13	Crisys Fire Dispatch Upgrade	\$ 45,000	✓	Hardware replacement/upgrade of the CriSys Fire Dispatch and Incident Management System. The current aging hardware platform requires a major upgrade.		✓	✓	
14	Community Centres - 2 Plow Trucks	\$ 65,000		The CCD and Essar Division share 2 half ton trucks and 1 mini van. The vehicles are used to move staff and equipment between arena facilities and pools. The 2 trucks are also used with snow plows, in the winter to keep walkways and driveways clear during the day operating hours. The existing vehicles are well beyond their useful life, and are costly to repair.		✓		
15	Corporate Data Server Replacement	\$ 50,000		Corporate Data Server Replacement. The current data server is well over 7 years of age and requires replacement. This server stores all the departments/divisions "unstructured data" used on a daily basis for operations.		✓	✓	
16	Event Upgrade Essar Centre	\$ 10,000	✓	Essar Centre Requirements for OHL -- the OHL requires Players Tunnels for the 2017/18 season			✓	

Rank #	Description	Cost	Legislated/ Statutory/ H&S	Extended Description	Grant Eligible	Maintains an Existing Asset	Essential Mandated Service	Strategic Plan
--------	-------------	------	----------------------------------	----------------------	-------------------	-----------------------------------	----------------------------------	-------------------

**** The following items ranked lower on the priority list and are recommended to be deferred:

17	Greco Pool Filter System Replacement	\$ 32,000		The Greco Pool water filtration system is beyond it's useful life and needs to be replaced. Parts are no longer available. If the current system were to fail, the pool would not be able to operate.		✓		
18	Fire- Tanker Replacement	\$ 425,000		Tanker Replacement - The 1994 tanker is approaching non-serviceable life and is identified in the Fire Fleet & Equipment Schedule		✓	✓	
19	PWES PWT - Water main Repair at PWT	\$ 375,000		The Public Works Centre is a facility that was designed in 1969 and built in early 1970s. The existing 8” water main at Public Works is the original main constructed of ductile iron. Over the years there have been numerous leaks due to the deteriorating condition of the pipe that required expensive excavation and repair. The most recent leak developed under the fuel island and required excavation that included repairs to the fuel lines. Since Public Works is considered an emergency centre it is important that Public Works has a reliable water source.		✓		
20	Queen St. Tree Replacement and Streetscaping	\$ 3,500,000		As a result of the emerald ash borer infestation, the ash trees need to be replaced. Tree coverage is a critical component of a vibrant public realm. A streetscape plan to accompany the strategy could include street furniture and lighting improvements.				✓
21	PWES Traffic - Replace Overhead Red Flashing Lights	\$ 50,000		Replace overhead Red flashing lights at stop controlled intersections		✓		
22	PWES Landfill - Emerg. Access Gate	\$ 23,000		Install one (1) Household Hazardous Waste emergency access gate for safety. Install (1) road access gate with approximately 500 ft of chain link fencing to meet Ministry of Environment (MOE) Environmental Assessment (EA) requirements for containment of south service road in the landfill.				
23	Bellevue Marina Docks	\$ 242,000		Bellevue Marina currently maintains 6 boat docks, 3 full service with water and 30 amp power, 1 dock is both serviced and un-serviced; 2 un-serviced docks. In 2016 Council approved capital request to begin a phased in dock replacement within a 5 year period. Two docks in 2017 are in process of being replaced. This 2018 request will see Phase 2 of replacement of D-Dock with an extension of 4 to 6 slips, with 30foot serviced slips, sufficient to alleviate a high demand of full serviced slips. D-Dock will consist of 25 slips serviced with water and electrical supply. This request includes engineering fees required to assess the extension to D-Dock that would be permitted.		✓		
24	Repair Outdoor Pool Basins	\$ 28,000		Sandblast and Gel Coat outdoor pool basins. This will eliminate flaking paint in the pool water and prevent clogging of the pool filter systems.		✓		
25	PWES Traffic - Paving Stone Boulevard	\$ 250,000		Paving stone boulevards pose a potential safety and liability risk and are in need of repair. Current staffing and equipment levels do not allow for a continuous maintenance project.		✓		✓
26	Data Backup Solution	\$ 60,000		Replacement of the aging Data Backup Solution. The current data backup solution is nearing End-Of-Life (five years plus in service). New solution will also provide additional features for backup/restores along with test sandbox capability.		✓	✓	
27	Assessment Study for Gateway Signature Park	\$ 185,000		On September 8, 2014, Council approved a resolution to staff to review the feasibility of developing a park on the easterly portion of the Gateway site. The EA would identify the severity of contamination on the site and establish a remediation program. This park would establish an important linkage between the downtown waterfront walkway, Canal District, the casino, Hub Trail, and Gore Street commercial area. It may also serve as a catalyst that sparks additional development on the remainder of the Gateway site. The Federation of Canadian Municipalities' Green Municipal Fund provides grants to brownfield remediation projects such as this one. (50% to max of \$92,500)	✓			✓
28	Scissor Lift John Rhodes	\$ 19,000		It has become a safe work practice not to work off a ladder over 10ft high. As a result, in order to conduct safe maintenance operations (change lights hang banners etc) a lift must be rented each time this type of work is performed. A house lift is required for timely repairs and safety.				
29	Millennium Fountain - Replacement	\$ 450,000		On May 29, 2017, Council approved a resolution for staff to direct efforts into planning a land-based water fountain to replace the former Millennium Fountain. A concept plan including a feasibility study and budget estimate is required to satisfy this resolution. The concept plan for the land based fountain could also include the following elements: a splashpad, lighting feature, and/or a skating rink. Given the importance of Clergue Park to the community, a comprehensive community engagement process will be included.				
30	Memorial Tower	\$ 182,500		Memorial Tower Rehabilitation Phase 3		✓		
31	Electronic Voting at Council Meetings	\$ 8,100		Electronic voting at Council meetings				

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

CAPITAL REQUEST 2018

This form is to be used to request Capital projects not already included in the Asset Management Plan. Please complete the form and obtain appropriate signatures and forward to: Jake Bruzas, Manager of Audits and Capital Planning, Corporate Services Finance Admin.

PRIORITIZATION:

HIGH Mandated, legislated or required by law (including Health & Safety)
MEDIUM Maintaining existing assets
LOW Service Level Enhancement (Growth/Expansion)

☒
☐
☐

DEPARTMENT:

--

PROJECT DESCRIPTION:

--

STRATEGIC PLAN:

--

 N/A

Or Explain:

--

TOTAL ESTIMATED COST:

--

PROJECT COST BY YEAR:

2018	2019	2020	2021	2022

Is project eligible for grants?

\$ % eligible

(specify)

--

Are there other Funding partners?

☐	No
☐	Yes

(If yes, specify)

--

Is there a Reserve/Reserve fund that can be used for this project?

☐	No
☐	Yes

If yes, Name Fund:

--

Under which legislative authority is project mandated or required?

N/A

Explain:

Does project address a documented Health & Safety concern?
(****must be verifiable by a third party)

N/A

Explain:

Does project maintain an existing asset?

N/A

If yes:

What is the risk of failure if project is not completed within the next year?

Low Medium High

How many years will asset life be extended?

years

% of total useful life

Will service levels be impacted?

No

If yes:

Essential Mandated Service

Discretionary Service

New Service

yes

no

Additional resources to address growth

yes

no

Improves quality of life

yes

no

Demand for service declining

yes

no

Maintains current level of service

yes

no

Changes the way in which service is delivered

No

Yes



To all/majority of citizens

To a designated area/group/facility

Will the project affect the operating Budget?

No, the same maintenance and operational need will be required
Yes

If yes:

Maintenance and operating costs will require additional ongoing resources:

No
Yes

→

Estimated \$ Per Year
Estimated staff requirements (FTE)

Maintenance and operating costs will decrease demand in ongoing resources:

No
Yes

→

Estimated \$ Per Year
Estimated staff requirements (FTE)

Maintenance will be more extensive or time consuming:

No
Yes

Approval Signatures:

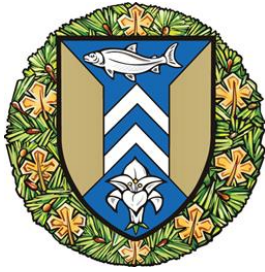
Division : _____

Department: _____

THE CITY OF SAULT STE MARIE
CAPITAL PROJECT RANKING
2018

Ranking

CATEGORIES	SCORE	WEIGHTING
1. Prioritization Level (**May differ from what's on submission**)	1 to 5	40%
a) High	5	
b) Medium	3	
c) Low	1	
2. Maintenance of Assets	1 to 5	10%
a) Consequence of Failure: (low/medium/high)		
b) Likelihood of failure in 2018		
c) Preservation or extension of asset life		
3. Service Levels	1 to 5	10%
a) New Service		
b) Service Increase due to growth		
c) Maintains service level		
d) Changes the way in which services are delivered		
4. Operational Resources	1 to 5	10%
a) Additional ongoing resources required that add to operating budget		
b) Maintenance and operating costs will decrease demand for resources and reduce operating budget		
c) Maintenance will be more extensive or time consuming		
5. Strategic Plan	1 to 5	10%
a) Project is directly related to Strategic Plan		
b) Improves Quality of Life		
6. Funding Partners	1 to 5	20%
a) Grants / 3rd party funding available		
b) % net cost to City		



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

COUNCIL REPORT

September 11, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2018 Capital Road Reconstruction Plan

PURPOSE

The purpose of this report is to provide an update on the 2017 capital works reconstruction program, and provide for Council's information the proposed 2018 program. Approval for the 2018 capital works program will be sought in December during the budget deliberations.

BACKGROUND

Capital road improvements for the City of Sault Ste. Marie are carried out under a number of programs. These programs include capital road construction, infrastructure improvement programs, connecting links, and miscellaneous construction. The capital road construction plan emphasizes the reconstruction of arterial and collector streets, which are critical to the City's movement of traffic while at the same time attempting to address some of the needs of local/residential streets.

Base funding for capital reconstruction comes from the general levy and the urban only levy for storm sewers and sidewalks. The capital works funding in the levy has not been increased in nearly two decades. A portion of the general levy is used as the City's share for leveraging the annual MTO connecting link funds. Sanitary sewer revenue costs in the capital works program are funded from the sanitary sewer revenue.

Other monies available for capital works include Ontario Community Infrastructure Funds (OCIF), and Small Communities (SCF) funding for the Fort Creek aqueduct.

ANALYSIS

In the preparation of this capital plan, the priority was to complete the roads listed in the 2015-2019 five-year capital forecast approved by Council at the 2014 06 09 meeting. That plan mixes arterial/collector and local streets. All roads are evaluated and scored biennially based on many factors, including but not limited

to: road surface condition, road structure, drainage, condition of watermain, sanitary and storm sewers, and the level of required maintenance and traffic volume. This plan also includes some major storm sewer and aqueduct replacement works.

Update on 2017 Capital Program:

The 2017 capital program is well underway and is tracking on budget. The following project specific comments are provided for Council's information:

Connecting Link – Second Line Resurfacing: The resurfacing of Second Line between Carmen and North, and between Great Northern and Old Garden River Road is underway.

Fort Creek Aqueduct: Phase 3 of the Fort Creek aqueduct replacement is underway on John Street between Cathcart and Edinburgh. Two-thirds of the funding for this is provided by the SCF fund. This multiphase project is proceeding on schedule and on budget.

McNabb/Pim Stormwater Improvements: The contract for the first phase of storm sewer replacement and storm water management works in the Pim and McNabb area was awarded by Council conditional upon the provision of grant funding through the Clean Water and Wastewater Fund (CWWF). The funding has been approved and the project is underway.

Sackville Road: The extension of Sackville Road from Mary Street to Third Line was deferred by Council from the 2017 capital program to a future program.

Other Projects: Other projects under the 2017 capital budget underway include the reconstruction of Grace Street between Elgin and Bruce, Franklin between Henrietta and Laura, reconstruction of the seawall at 711 Bay Street, and resurfacing programs.

2018 Program

The attached 2018 program is based primarily on the 2015-2019 five year capital plan. The following comments are specific to each recommended project:

McNabb/Pim Stormwater Improvements – Phase II: It is recommended that the storm sewer replacement begun under Phase I in 2017 be completed in 2018. Phase II involves replacement and up-sizing of a trunk storm sewer from Poplar Park northerly through easements to a point on the north side of McNabb Street.

Simpson Street – Queen to Wellington: The five year capital plan identified Simpson Street for full reconstruction. It is in need of full replacement of underground services and road structure. It is recommended that Simpson Street between Queen and Wellington be completely reconstructed to a class A urban standard cross-section.

Bruce Street - Queen to Wellington: This project was identified in the five-year capital plan. This portion of Bruce Street is in need of full reconstruction including new underground services. It is recommended this portion of Bruce Street be reconstructed to a class A urban standard cross-section.

Bruce Street is a major gateway and creates a first impression of the downtown. The planned reconstruction is a significant opportunity to build a high quality public space and improve the downtown image. To streetscape the Queen Street to Wellington Street section of Bruce Street in a similar design as the recently completed Gore Street, will require an additional budget of \$600,000.

Connecting Link: An allowance is included in the 2018 capital plan for the City's share of the 2018 connecting link project. It is anticipated that the intake for 2018 applications will be provided soon, with an application deadline in the fall. It is likely that staff will be recommending the widening of Black Road between McNabb and Second Line as the candidate project. A separate report will be brought to Council at a later date with a recommendation.

Black Road – Second Line to Third Line: The Black Road and Third Line corridor from McNabb to the hospital entrance is the subject of an environmental assessment which is anticipated to be complete in the near future. The five-year plan identified the reconstruction of this portion of Black Road in 2018. The road surface and pavement sub-structure has failed. The EA recommends the road be reconstructed to a two-lane class B standard with a wider platform, roadside ditches, and wide paved shoulders for active transportation.

Fort Creek Aqueduct – Phases 6&7: It is recommended that phases 6 and 7 of the Fort Creek aqueduct replacement be completed in 2018. This includes replacement of the aqueduct along Wellington Street from John to Carmen, and northerly along Carmen to the open channel portion of Fort Creek. Construction of the Fort Creek aqueduct phase 3 on John Street will be completed this year. Remaining phases 4 and 5 to replace the original aqueduct in the laneway east of John Street between Edinburgh and Albert Street are scheduled to be completed in 2019 and 2020. This program is two thirds funded by the Small Communities portion of the Build Canada program.

Bay Street – Andrew to Pim Street: Bay Street is in serious need of resurfacing. Council is aware that an environmental assessment was completed and the preferred alternative included a conversion down to three lanes with a multiuse trail on the south side. The project was originally scheduled in the five year capital plan for 2015. Available funds for Bay Street were diverted to the reconstruction of Gore Street. It is recommended that a priority be placed on Bay Street improvements in 2018, if two items are resolved: 1) the downtown traffic study recommends that it remain one way, and 2) sufficient funding is identified in the 2018 capital budget.

Development of the multi-use path (Hub Trail spoke), landscaping and street furniture of the 1.5 km section from Andrew Street to East Street is an additional \$1,500,000 of which up to \$1,000,000 may be eligible for a grant from the Federation of Canadian Municipalities (FCM).

Various Road Resurfacing: Funds for the resurfacing of City streets in the miscellaneous construction program are inadequate to meet the demand. Budget permitting, any unallocated capital funds should be designated to resurfacing other streets. The Engineering Division annually brings a resurfacing program to Council for approval in the spring.

Engineering staff will undertake the design and contract administration for a portion of the 2018 capital program. Procurement of engineering services for other projects is underway based on approval provided by Council at the 2017 07 17 meeting. Some of the projects listed above have already had consultants assigned.

2019 Capital Reconstruction and beyond: The attached summary shows a preliminary list of projects for 2019. Council should recognize that while Bay Street resurfacing is a priority for 2018, McNabb Street between Pim and Lake is also rapidly deteriorating and is in need of a new surface. Class A and B priority resurfacing lists are also provided.

FINANCIAL IMPLICATIONS

This capital plan aligns with anticipated budget levels (based on same level of historical funding), and pre-design estimates are based on current prices with an allowance for inflation. The following is a summary of potential funding sources for 2018:

Connecting Link Grant:	\$ 3,000,000
BCF Grant:	\$ 3,000,000
OCIF Grant:	\$ 1,254,523
Urban Only Levy - 2018:	\$ 1,700,000
Urban Only Carry forward:	\$ 2,000,000
Sanitary Revenue	\$ 800,000

City Capital Funds	<u>\$14,227,227</u>
Total	\$25,981,750

The preliminary budget does not include the \$1.5M for streetscaping on Bay Street, or the \$600,000 for Bruce Street. If the FCM application is successful, it may be prudent to defer Bruce Street reconstruction to 2019, and commit to completing Bay Street in 2018.

The recommended 2018 Capital Budget including financing will be brought forward on the schedule previously approved by Council. Comments and input on the proposed 2018 capital works program are sought from Mayor and Council through their consideration of this report and through other forums including 2018 Budget deliberations.

STRATEGIC PLAN / POLICY IMPACT

Constructing new and maintaining existing roads, bridges and aqueducts 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 09 11 concerning the 2018 capital works program be received as information.

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
705.759 .5329
d.elliott@cityssm.on.ca

Attach.

[illegible]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-174

PROPERTY: (MAP 40) A by-law to declare the City owned property legally described as 31572-0051(LT) LT 209-212 BLK 5 PL 402 KORAH EXCEPT PL J6061; SAULT STE. MARIE, being civic 235 Wellington Street West (Steelton Seniors Centre), as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

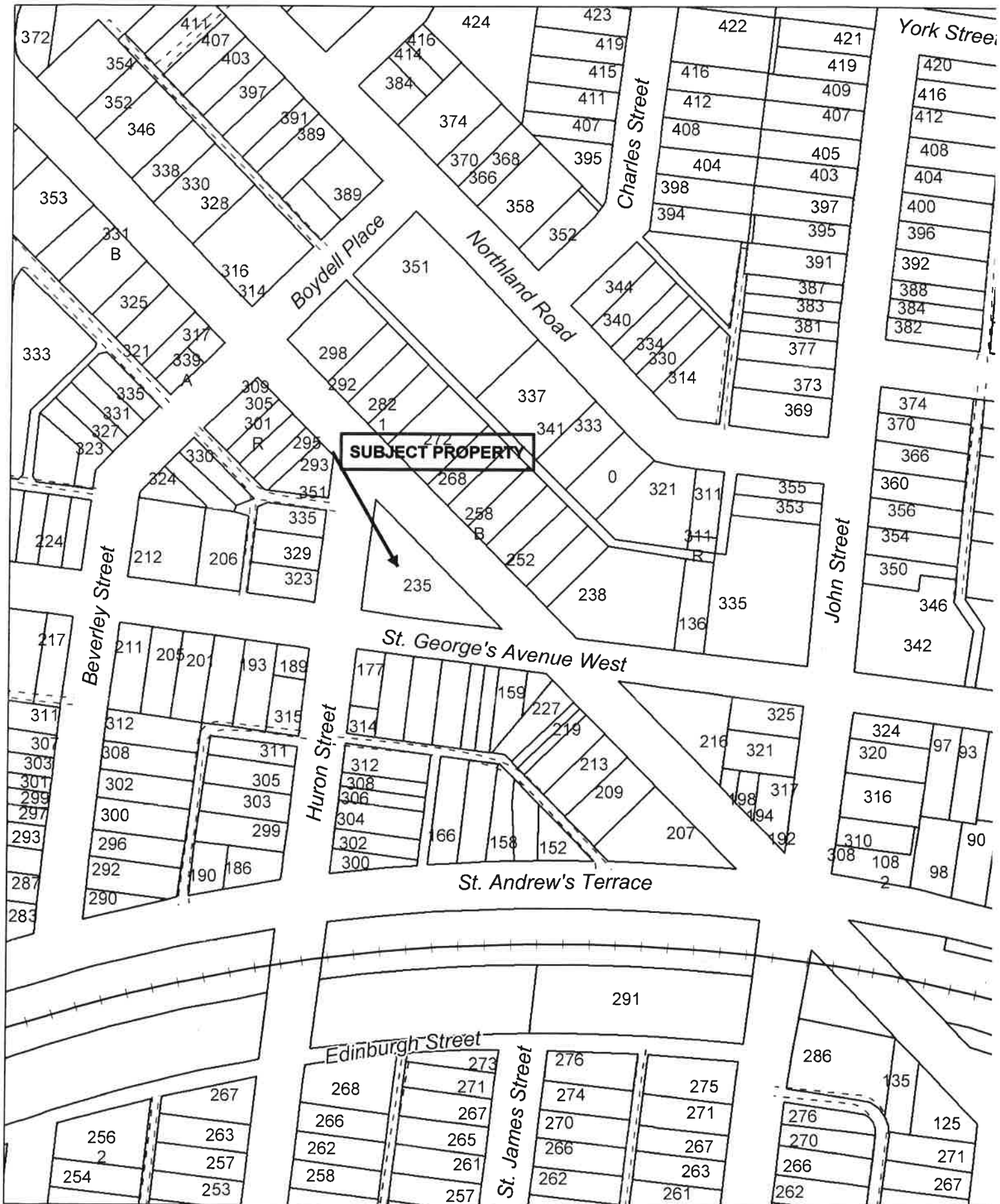
PASSED in open Council this 11th day of September, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

mw \\citydata\\LegalDept\\Legal\\Staff\\BY-LAWS\\2017\\2017-174 - Declare Surplus 235 Wellington St W.doc

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-175

PROPERTY: (MAP 97) A by-law to declare the City owned property legally described as PIN 31562-0096 (LT) BLK J PL H699 KORAH; SAULT STE. MARIE, being the property adjacent to 19 Highland Court, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of September, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

sp\\citydata\\LegalDept\\Legal\\Staff\\BY-LAWS\\2017\\2017-175 Surplus Property - Adjacent 19 Highland Court.doc

Schedule "A"

SUBJECT PROPERTY



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-176

AGREEMENT: (F2) A by-law to authorize the execution of the Agreement between the City and The Corporation of Prince Township for the Prince Township Reciprocal Emergency Assistance Agreement.

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 8, 2017 between the City and The Corporation of Prince Township, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Prince Township Reciprocal Emergency Assistance Agreement.

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 11th day of September, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule A

THIS AGREEMENT MADE THIS 8th DAY OF August, 2017

BETWEEN:

THE CORPORATION OF
PRINCE TOWNSHIP ("Prince")

-
a
n
d
-

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE ("Sault Ste. Marie")

WHEREAS, Prince or Sault Ste. Marie may declare a state of emergency pursuant to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c.E.9 (*the "Act"*);

AND WHEREAS, the evacuation of some or all of the residents of **Prince or Sault Ste. Marie** may become necessary in the future on very short notice;

AND WHEREAS, Sault Ste. Marie and Prince are the closest municipalities to one another with the capacity to assist each other in the reception of potential evacuees;

AND WHEREAS, section 13 of the *Act* makes provision for the council of a municipality to enter into an agreement with the council of any other municipality or with any person for the provision of any personnel, service, equipment, or materials during an emergency;

AND WHEREAS, both **Sault Ste. Marie** and **Prince** recognize that the health, safety and welfare of people are the first priority in the event of an emergency;

AND WHEREAS, **Sault Ste. Marie or Prince** has been asked to assist the other municipality with the potential reception of evacuees including the provision of emergency lodging, to the extent it is able to do so;

NOW THEREFORE, the parties hereby agree to the following:

A. OPERATION OF THIS AGREEMENT

1. This agreement shall have no force or effect unless and until a large-scale evacuation of the Prince Township or the City of Sault Ste. Marie becomes necessary due to any threat.

B. PROVISION OF EMERGENCY ASSISTANCE

- 2.(a) Subject to Section 2(b), if and when an evacuation of the residents of Prince and/or Sault Ste. Marie becomes necessary, the other municipality hereby agrees to render assistance as follows:

- (i) to make available the use of its respective facilities/community centres ("Facilities") and/or equipment ("Equipment") to house evacuees;
- (ii) to provide its respective municipal personnel as are necessary to maintain and operate the Facilities and/or Equipment, so provided pursuant to Section 2(a) herein; and
- (iii) such other assistance as the parties may agree upon.

2.(b) Any assistance and the duration thereof rendered by Prince and/or Sault Ste. Marie pursuant to Section (a) herein shall be:

- (i) determined exclusively by Prince and/or Sault Ste. Marie as the host municipality in its sole and unfettered discretion; and
- (ii) provided by Prince and/or Sault Ste. Marie as the host municipality subject to availability as determined solely by Prince and/ or Sault Ste. Marie, as the host municipality.

C. USE OF FACILITIES & EQUIPMENT

- 3. Sault Ste. Marie and Prince will give due consideration to the requirements of any Facilities provided pursuant to Section 2(a) herein as is required to ensure safe accommodation.
- 4. Notwithstanding the above paragraphs, final authority for the use and control of the Facilities and Equipment shall rest with the host municipality.

D. STAFFING

- 5. While any Facility is in use under the terms of the agreement:
 - (a) The host municipality shall have one or more members of its staff on the Facility premises at all times to assist with the operation and maintenance of the Facility; and
 - (b) The requesting municipality shall have one or more members of its staff on the Facility premises at all times to assist with the operation and maintenance of the activities for the evacuees and volunteers.

E. DILIGENCE AND CARE

- 6. The requesting municipality and other parties having authority to use the host municipality's Facilities shall exercise due diligence and care and shall not interfere with any of the Facilities' activities unless deemed necessary as part of the response to the emergency.
- 7. Prior to the use of any Facility, a duly authorized representative of Sault Ste. Marie and a duly authorized representative of Prince shall jointly inspect each Facility and equipment to be used. A memorandum will then be signed by both parties outlining any pre-use damage or deficiencies.
- 8. Upon termination of use by either party, both parties shall again inspect each Facility and Equipment used and make note of any damage,

deficiencies or other such factors resulting from the use of said Facility and Equipment.

F. INDEMNITY

- 9.A In the event that Sault Ste. Marie acts as host municipality pursuant to this agreement, Prince agrees to save harmless and fully indemnify Sault Ste. Marie, its officers, agents, contractors and employees from and against all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements with choice of counsel being reserved to Sault Ste. Marie in its sole discretion), caused to or incurred by Sault Ste. Marie and from all claims, demands, awards, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any matter based upon, arising directly or indirectly out of Sault Ste. Marie acting as host municipality pursuant to this agreement, the intent being that Sault Ste. Marie shall be at no risk or expense in acting as host municipality.
- 9.B In the event that Prince acts as host municipality pursuant to this agreement, Sault Ste. Marie agrees to save harmless and fully indemnify Prince, its officers, agents, contractors and employees from and against all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements with choice of counsel being reserved to Prince in its sole discretion), caused to or incurred by Prince and from all claims, demands, awards, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any matter based upon, arising directly or indirectly out of Prince acting as host municipality pursuant to this agreement, the intent being that Prince shall be at no risk or expense in acting as host municipality.

G. COSTS

10. The parties hereby acknowledge and agree that both Prince and Sault Ste. Marie will incur costs as a result of any evacuees being received by either municipality.
11. Prince and Sault Ste. Marie agree that any costs and/or expenses shall be recovered from the other party, under this agreement or otherwise, on a cost recovery basis. Prince and Sault Ste. Marie shall pay all such costs and/or expenses incurred by the other party under this agreement forthwith upon receipt of an invoice and supporting documentation.
12. In the event either municipality is asked to receive evacuees and/or provide emergency services to the other municipality, the parties acknowledge and agree that either Municipality may receive funding under the *Act* or other provincial and/or federal emergency/disaster programs.
13. Both municipalities agree to remit any funds received under the *Act* or other provincial and/or federal emergency/disaster programs related to the reception of evacuees in either municipality to the host municipality upon receipt.

14. Nothing in this agreement shall preclude either municipality from taking action to recover costs and expenses from such person(s) or entities as may be found responsible for causing the emergency, or from seeking federal and/or provincial funding to cover any or all costs incurred by either municipality.

H. TERMINATION

15. This agreement may be terminated by any of the parties hereto, by 60 days-notice given in writing to the other parties by delivering the same in person or by ordinary mail. Any notice shall be deemed to have been given on the third business day following the date on which it was mailed.

I. SUCCESSORS AND ASSIGNS

16. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. **IN WITNESS WHEREOF** the parties hereto have hereunto affixed their seals attested by the proper officers in that behalf.

**CORPORATION OF THE CITY
OF SAULT STE. MARIE**

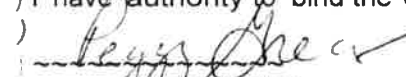
~~~~~  
) Mayor  
)  
) I have authority to bind the Corporation.  
)

~~~~~  
) ~~Chief Administrative Officer~~
) **Deputy City Clerk - Rachel Tyczinski**
) I have authority to bind the Corporation.
)

) 
) Mayor
)

) I have authority to bind the Corporation.
)

**CORPORATION OF THE
TOWNSHIP OF PRINCE**

) 
) Chief Administrative Officer
)

) I have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-177

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 Transportation for the Connecting Links Program funding.

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 Finance, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Connecting Links Program funding.

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 11th day of September, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

("Ontario")

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "Recipient")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule "A" to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm's Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or 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 or this Agreement.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule "C" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario's Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule "A" of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule "A" of this Agreement, without first obtaining Ontario's prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule "B" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided

under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2017 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the

Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, 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 Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured 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;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario 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 that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and

injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes

unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11

ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:
- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
 - (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.
- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.
- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.
- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:
- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
 - (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.
- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.
- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owed To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to

the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation or Delegate

Name: Linda McAusland
Title: Assistant Deputy Minister,
Provincial Highways Management Division

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name: Christian Provenzano
Title: Mayor

Date

AFFIX CORPORATE
SEAL

Name: Malcolm White
Title: City Clerk

Date

I/We have the authority to bind the Recipient.

SCHEDULE "A"
PROJECT DESCRIPTION

Application Project Name: Second Line Resurfacing

Approved Project Name: Resurfacing of two sections of Second Line

Project Description: Second Line Road will be resurfaced from Carmen's Way to North Street (800m), and between Great Northern Road and Old Garden River Road (400m).

Project Description Details (from Application):

This project consists of the resurfacing of two sections of Second Line, a five-lane arterial road. The work will consist of a pavement recycling technique designed to remove and re-apply a portion of the existing asphalt depth as a base course, followed by the placement of a 50mm surface course of new asphalt. There will be small portions of curb and gutter removed and replaced where it has deteriorated or been damaged. Vertical and horizontal alignments will not be changed in any significant way. Moderate cross section adjustments may be completed to improve crossfall drainage on the portion of road on the hill east of the intersection of Second Line and Carmen's Way. Permanent lane line painting will be completed. A sidewalk will be constructed on the south side of Second Line between Great Northern Road and Old Garden River Road.

SCHEDULE “B”**OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT****PART B.1 – EFFECTIVE DATE OF AGREEMENT**

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2017. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4 Attention: Program Coordinator, Connecting Links Program Telephone: 905-704-2097 Fax: 905-704-2777 Email: CLProgram@ontario.ca	To Recipient: City of Sault Ste. Marie PO Box 580, 99 Foster Drive Sault Ste. Marie, ON, P6A 5N1 Attention: Donald Elliott Director of Engineering Telephone: (705) 759-5329 Email: d.elliott@cityssm.on.ca
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Two Million, Three Hundred and Nine Thousand, Seven Hundred and Fifty Dollars (\$2,309,750) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$2,566,387 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety Percent (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2017 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2018.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

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MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2017 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “E” ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2 Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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SCHEDULE "G" REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule "G" of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule "G" of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2017-18, a progress report is due on or before July 15, 2017. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued**Other Progress to date**

Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available

Variance from original approved Project (if any)

If so, explain why and by when?

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ **Date:** _____

SCHEDULE "G" Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____ 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

 (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:

Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE "G" continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE "G" continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project? (Select any that apply)**

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
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SCHEDULE "G" continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule "E" of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded "Yes" to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-179

AGREEMENT: (PR1.7) A by-law to authorize the execution of an Agreement between the City and Fox Run Developments (Sault) Inc. for a Limiting Agreement for 159 Foxborough Trail.

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 September 11, 2017 between the City and Fox Run Developments (Sault) Inc., a copy of which is attached as Schedule "A" hereto. This Agreement permits the limiting distance for the exposed building face to be measured to a point beyond the property line and contemplates what is to occur in 2021 in order to consolidate the property with the lands adjacent to it.

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 11th day of September, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS LIMITING DISTANCE AGREEMENT (the "Agreement") made this 11th day of September, 2017.

BETWEEN:

FOX RUN DEVELOPMENTS (SAULT) INC.
(hereinafter referred to as the "Owner")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

AND WHEREAS the City and the Owner entered into a Subdivision Agreement for Fox Run Subdivision – Phase I (the "Subdivision Agreement"), Schedule "A" appended hereto, made the 18th day of October 2012, which agreement is registered as Instrument AL116865 on the 5th day of May, 2013 on Part of PIN 31511-0201, namely Lots 1 to 24 inclusive, Plan 1M-589, Sault Ste. Marie (the "Subdivision Lands");

AND WHEREAS Plan 1M-589 was registered in the Land Registry Office for the Land Titles Division of Algoma on the 17th day of April, 2013, which aforesaid Plan denotes the Subdivision Lands for Fox Run Subdivision – Phase I;

AND WHEREAS City Council passed By-law 2013-95, being a by-law to designate Lots 1 to 24 inclusive, Plan 1M589 in the Fox Run Subdivision – Phase I as an area not subject to part lot control pursuant to Section 50(5) of the *Planning Act*, on May 27, 2013;

AND WHEREAS a certified copy of By-law 2013-95 was registered in the Land Registry Office as Instrument No. AL119052 on June 21, 2013 (the "Registration Date");

WHEREAS the Owner is the registered owner in fee simple in possession of lands known municipally as 159 Foxborough Trail, which form the northerly portion of Lot 13, Plan 1M-589, PIN 31511-0295 (the "Existing Lot"), and form part of the Subdivision Lands;

AND WHEREAS the Owner is also the owner of the adjacent lands and premises immediately north of the Existing Lot, legally described as Part 1 of Block 30, Plan 1M-589, part of PIN 31511-0315 (the "Adjacent Lands");

AND WHEREAS the Existing Lot and the Adjacent Lands abut each other;

AND WHEREAS Division A, Article 1.4.1.2. of Ontario Regulation 332/12, as amended, under the *Building Code Act*, 1992; S.O. 1992, c.23 (the "Building Code") defines "limiting distance" to mean the distance from an exposing building face to a property

line, to the centre line of a street, lane or public thoroughfare or to an imaginary line between two buildings or fire compartments on the same property, measured at right angles to the exposing building face;

AND WHEREAS a building, namely a single family dwelling, is to be constructed on the Existing Lot (the "Work") as part of the development of the aforementioned Subdivision in accordance with the Site Plan in Schedule "B" to this Agreement (the "Plans");

AND WHEREAS Division B, Article 9.10.15.4 of the Building Code requires a limiting distance in accordance with Table 9.10.15.4;

AND WHEREAS Division B sentence 4 of Article 9.10.15.2 of the Building Code permits the limiting distance for an exposing building face to be measured to a point beyond the property line if the owners of the properties on which the limiting distance is measured and the municipality enter into an agreement prescribed by Article 9.10.15.2;

AND WHEREAS the Owner is the owner of the Adjacent Lands and the City is agreeable to altering the measurement of the limiting distance so that the Work may be completed;

AND WHEREAS Section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by by-law any plan of subdivision, or part thereof, that has been registered for eight years or more as not being a plan of subdivision for subdivision control purposes;

AND WHEREAS the Existing Lot and the Adjacent Lands are to be consolidated on or shortly thereafter the eight year anniversary of the Registration Date, being the 21st day of June, 2021 (the "Consolidation Date");

NOW THEREFORE in mutual consideration of the entering into of this Agreement and of the benefit of the covenants and agreements herein contained the parties covenant and agree as follows:

1. The City agrees to measure the limiting distance for exposing building faces, as required by the Building Code, from a line on the Adjacent Lands that is determined by the Building Division (the "Line"), upon execution of this Agreement, and detailed on the Plans for the Work.
2. The total limiting distance for exposing building faces, for the Work on the Existing Lot shall be in an amount determined by the Building Division and detailed on the Plans for the Work.

3. The Owner agrees to indemnify the City for any damages arising out of the measurement of the limiting distance in accordance with this Agreement.
4. The Owner agrees not to construct any building or structure on the Existing Lot that is not described in the Plans.
5. The Owner agrees not to construct any building or structure on the Adjacent Lands unless the limiting distance for the exposing building faces in respect of that building or structure is in compliance with the Building Code when measured from the Line.
6. The Owner further agrees not to construct any building or structure on the Adjacent Lands without first obtaining a geotechnical review for footings of habitable structure pursuant to the instruction of the Sault Ste. Marie Region Conservation Authority.
7. Within thirty (30) days of the execution of this Agreement the Parties hereto agree to complete the following:
 - (a) The Owner shall, at its sole cost, liability and expense, register the Draft 1R Plan, Schedule "C" appended hereto, in the Land Registry Office for the Land Titles Division of Algoma, and shall provide the City with a copy of the registered document.
 - (b) The City shall, at the Owner's expense, register this Agreement on title to the Existing Lot and on title to the Adjacent Lands and the covenants, provisions and conditions herein contained shall run with both the Existing Lot and the Adjacent Lands, and shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Existing Lot and the Adjacent Lands.
8. The Parties hereto agree that the Adjacent Lands shall be subject to all terms and conditions of the Subdivision Agreement, which terms and conditions shall continue into perpetuity. The Owner shall execute an agreement with the City and cause same to be registered on title to the Adjacent Lands to affect same.
9. The Owner further acknowledges and agrees to the following with regard to any driveway entrances on the Adjacent Lands:
 - (a) All driveway entrances onto the Adjacent Lands shall be subject to the approval of the Director of Engineering or his/her designate; and

- (b) The 0.3m reserve abutting the Adjacent Lands to the east, legally described as Part 2 of Block 31, Plan 1M-589, PIN 31511-0310, shall be amended to accommodate the aforementioned driveway entrances.

10. Within ninety (90) days of the Consolidation Date, the Parties undertake to complete the following:

- (a) The City shall pass a by-law pursuant to Section 50(4) of the *Planning Act*, being a by-law to deem not registered for purposes of subdivision control the Existing Lot, and shall register a certified copy of this by-law on title to the Existing Lot at the Owner's expense.
- (b) Following completion of the matters set out in Section 10(a) above, the Owner shall register an application to consolidate the parcels, being the Existing Lot and the Adjacent Lands, and shall provide the City with a copy of the registered document.

11. Following the City's and the Owner's completion of the condition precedents set out in Section 10 above, this Agreement shall hereby be terminated. The City shall, at the Owner's expense, take all necessary steps to cause the deletion of this Agreement from title to the Existing Lot and the Adjacent Lands.

12. The Owner shall be responsible for the payment of all costs and expenses related directly and indirectly with the 1R Plan, survey costs and this Agreement, including but not limited to the cost of registering the 1R Plan and this Agreement on title to the Existing Lot and the Adjacent Lands.

13. Whenever the singular is used in this Agreement, it includes the plural and whenever the masculine gender is used in this Agreement it includes the feminine gender if the context so requires.

14. Schedules "A", "B" and "C" attached hereto form part of this Agreement.

15. This Agreement is binding upon, and shall enure to the benefit of, the City and the Owner and their respective successors and assigns and shall be binding upon, and enure to the benefit of, the successors and assigns of the Existing Lot and the Adjacent Lands.

16. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The Parties agree that this

Agreement may be transmitted by facsimile transmission and that if signed by all Parties such transmission will constitute a legally binding agreement.

17. This Agreement and Schedules appended hereto contains the entire agreement between the Parties hereto with respect to the Existing Lot and the Adjacent Lands and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The Owner acknowledges and agrees that the Owner has not relied upon any statements, representations, agreements or warranties except such as are expressly set out in this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE
We have the authority to bind the corporation.

FOX RUN DEVELOPMENTS (SAULT) INC.



SAM BIASUCCI, PRESIDENT
I have the authority to bind the corporation.

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Subdivision\\Limiting Agreement Fox Run - DRAFT.docx

Schedule "A"

CITY OF SAULT STE. MARIE

SUBDIVISION AGREEMENT

THIS AGREEMENT made this 8 day of October, 2012

BETWEEN

FOX RUN DEVELOPMENT (SAULT) INC.

hereinafter called the "Owner"

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE CITY OF SAULT
STE. MARIE**

hereinafter called the "City"

OF THE SECOND PART

CONCERNING

FOX RUN SUBDIVISION – PHASE I

hereinafter called the "Subdivision"

WHEREAS

1. The lands affected by this Agreement are part of Lot 25, Registrar's Compiled Plan H-731, Township of Tarentorus, Part 1, 1R-11473 City of Sault Ste. Marie, District of Algoma, PIN 31511-0201 and containing approximately 10.83 hectares more or less and more particularly described in Schedule "A" attached hereto (Subdivision Lands);
2. The Owner warrants to be the owner of or will be acquiring the Subdivision Lands and has applied to the City for approval of a Plan of Subdivision for the Subdivision Lands;
3. The City requires the Owner to construct and install certain public services, to serve the Subdivision and to undertake to make such financial arrangements with the City for the installation and construction of the services before obtaining the approval of the Subdivision;
4. The Owner is required by the City to grant certain lands hereinafter referred to for drainage purposes or other municipal purposes;
5. The Owner has submitted plans and profiles to the City showing the existing and final elevations, referring to a geodetic bench mark or an established City bench mark of all the Subdivision Lands (the "Plans and Profiles"); and
6. The Plans and Profiles have been approved in writing by the Commissioner of Engineering & Planning or his designate; and

NOW THEREFORE this Agreement witnesseth that in consideration of other valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to the Owner (receipt whereof is hereby acknowledged) the Parties hereto, covenant, promise and agree one with the other as follows:

1. The Parties hereto acknowledge that the recitals above are true.

2. MUNICIPAL SERVICES

On all Subdivision Lands and on streets adjacent thereto, as shown on the plans forming Part 1 of Schedule "A", there shall be constructed and installed by the Owner the municipal services set out in Part 2 of Schedule "A" attached and set out in Schedule "B" attached, all of which Schedules form a part of this Agreement.

In addition, the Owner shall enter into any such agreements as may be necessary with the City of Sault Ste. Marie Public Utilities Commission, PUC Distribution Inc. and/or PUC

Services Inc. (collectively referred to as the "Utility Companies") to meet its requirements regarding the watermain system, underground electrical wiring, street lighting and easements for the development of the Subdivision.

3. CONSULTING ENGINEERING SERVICES

The Owner shall employ a competent Consulting Engineer or Engineers registered by the Professional Engineers of Ontario and approved by the Commissioner of Engineering & Planning or his designate for the following purposes:

- A. To provide full time supervision of all installations of all public services required to be installed by the Owner pursuant to the provisions of this Agreement.
- B. To carry out soil tests in the road allowances and prepare a report on the road base design, considering the use of geotextile fabric and weeping tile and determining the depth of the road base.
- C. To monitor the site for abandoned wells and to ensure the proper records are completed as per R.R.O. 1990, Regulation 903. Copies of the records will be submitted to the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority for information purposes along with all necessary authorities outlined in R.R.O. 1990, Regulation 903.
- D. To prepare all plans and specifications for the installation of the said public services which said plans and specifications shall be submitted to the Commissioner of Engineering & Planning or his designate for his approval and shall be to the satisfaction of the Commissioner of Engineering & Planning or his designate. The plans and specifications when so approved shall be attached and form part of this Agreement.
- E. To ensure that all of the public services will be installed strictly in accordance with City specifications and the plans and specifications prepared by the Engineer employed by the Owner. Any contractor employed by the Owner to install any such public services must be approved by the Commissioner of Engineering & Planning or his designate in writing prior to the Contract being made between the Owner's Contractor and the Owner.
- F. To notify the City and provide a certificate of substantial completion of all contracts for works within road allowances under this Agreement pursuant to the *Construction Lien Act*.
- G. To provide to the City a complete set of engineering drawings showing the final plan and profile locations of all services including building connections, the accuracy of which shall be certified by the Engineer supervising the construction. The drawings shall be on paper and in digital form on compact disc and in a condition acceptable to the Commissioner of Engineering & Planning or his designate. The drawings shall be stamped. Services installed by the Utility Companies shall also be noted on the drawings.
- H. To provide certification that the services included in this Agreement have been constructed and installed in accordance with the approved design drawings, City specifications, standards and requirements upon satisfactory completing of municipal services.
- I. To prepare a Sediment Control Plan and Stormwater Management Plan for the Subdivision to the satisfaction of the Sault Ste. Marie Region Conservation Authority, the Commissioner of Engineering & Planning or his designate and the Federal Department of Fisheries and Oceans. Said approvals are required prior to final approval and registration of the Plan of Subdivision. Plans and specifications showing final presale grades should be reviewed and approved by the Commissioner of Engineering and Planning or his designate.
- J. To ensure that no work shall be commenced without the approval of the Commissioner of Engineering & Planning or his designate and any work which required approvals from the City and the Ministry of the Environment shall not commence until such approvals are obtained.
- K. To prepare a Lot Grading Plan, with existing and proposed grades, to control grading and lot drainage for all of the Subdivision to the approval of the Commissioner of

Engineering and Planning or his designate. As constructed drawings shall be revised to include only final grades.

- L. To notify the City test lab a minimum of twenty-four (24) hours prior to the date of paving of the public roadway, and construction of sidewalks and curbs, in order that City forces may make the appropriate arrangements to sample and test materials. Compaction testing shall also be completed by City forces prior to paving. Confirmation is required by the City test lab that compaction meets all required standards and specifications, prior to paving. All sampling, and testing shall be completed by City forces.

4. FAILURE TO INSTALL SERVICES

In the event that the Owner fails to, (i) install the required services as and when required by this Agreement or, (ii) having commenced to install the required services fails or neglects to proceed with reasonable speed to complete the installation or, (iii) in the event that the aforesaid services are not being installed in the manner required by this Agreement, the Commissioner of Engineering & Planning or his designate may, after seven (7) days notice or without notice, if there is an emergency condition in the Commissioner of Engineering & Planning or his designate's opinion, enter upon the Subdivision Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of said services. This would include the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost of all work together with an engineering fee of ten (10%) percent of the cost of such materials and works, to the Owner who shall forthwith pay the same upon demand. It is understood and agreed between the Parties hereto that such entry upon the Subdivision Lands shall be as an agent for the Owner and shall not be deemed for any purpose whatsoever, to be an acceptance or assumption of the said services by the City. The City, in addition to all other remedies it may have, may withdraw any building permits that have been granted either to the Owner or to any other person and may refuse to issue further building permits until such services are completely installed in accordance with the requirements of the Commissioner of Engineering & Planning or his designate.

5. EXISTING AND FINAL GRADES AND CONTOURS

The Owner further agrees with the City:

- A. That prior to commencement of installation of services in the Subdivision, it shall submit plans and profiles to the City showing the existing and final elevations, referring to a geodetic bench mark or an established City bench mark, of all the streets and other lands as required within the Subdivision. The Plans and Profiles shall be approved by the Commissioner of Engineering & Planning or his designate prior to the commencement of construction.
- B. That the existence of lands designed for drainage works shall be indicated on the Plans.

6. YARD DRAINAGE

- A. The Owner agrees to enter into a Yard Drainage Agreement for the development of the Subdivision. The Yard Drainage Agreement shall be executed simultaneously with this Agreement.
- B. The Owner of each lot in the Subdivision agrees to construct and seed or sod all swales along the side and rear lot lines at each lot where indicated on the approved Lot Grading Plan.
- C. The Owner agrees to indicate on the Plan of Subdivision any existing tile drainage system known to the Owner.
- D. That if, as the Subdivision develops, further drainage works to solve yard drainage problems either upon the lands shown on the Plan of Subdivision or beyond the boundaries thereof should be necessary, as to which the Commissioner of Engineering & Planning or his designate shall be the sole judge, the Owner agrees to provide the said works forthwith as required by the Commissioner of Engineering & Planning or his designate provided such work can be done within the boundaries of the Subdivision.

- E. The Owner agrees to install a silt fence in front of all swales along the side and rear lot lines in order to protect the swales.

7. FINANCIAL PROVISIONS

A. Cash Requirements

The Owner agrees to pay in cash on the execution of this Agreement the total sum shown as cash requirements on Schedule "E" hereto, being a summary of the financial requirements of the City as detailed elsewhere in this Agreement. With regard to all cash requirements, the City Treasurer's receipt will constitute evidence of payment. The City agrees to return any payments if the City is satisfied that the development of the Subdivision will not proceed. Interest will not be paid on any payments or deposits.

B. Financial Guarantee

The Owner agrees to file with the City, to guarantee all the provisions of this Agreement, a Letter of Credit or other financial guarantee satisfactory to the City Solicitor and City Treasurer, in the principal sum required by the City to construct and install the services as detailed in Schedule "A", and including outstanding items to be paid for in cash and referred to in Schedule "E" hereto, and pay such fees as are required by the City upon execution of this Agreement (the "Financial Guarantee"). The Financial Guarantee is set out in Schedule "D" to this Agreement. The Financial Guarantee posted shall contain a provision allowing the City to call in the Financial Guarantee or a portion of it in order to satisfy any Notice of Lien claim the City receives under the *Construction Lien Act*. This Financial Guarantee shall be kept in full force and effect and the Owner shall pay all premiums as they come due until such time as the City accepts the said services as herein provided, at which time the Financial Guarantee shall be returned to the Owner.

Any Financial Guarantee amounting to a financial guarantee which expires prior to the expiration date to which it will be necessary to guarantee services, shall be renewed for a period of at least one (1) year. Further renewals shall be obtained in the same way in all cases where they are required to guarantee services to the expiration date.

Any renewal required hereunder shall be obtained by the Owner at least thirty (30) days prior to the expiration period contained in the original Financial Guarantee. A failure to renew prior to the said thirty (30) day period shall constitute a default of the terms of this Agreement on the part of the Owner, in which case, upon the happening of any such failure to renew, where such renewal is required, the security deposit may, at the request of the Commissioner of Engineering & Planning or his designate, be forfeited to the City.

After some or all of the services have been completed in the Subdivision to the satisfaction of the Commissioner of Engineering & Planning or his designate, the Financial Guarantee will be reduced by seventy-five (75%) percent of the estimated cost of the completed services.

Forty-five (45) days after completion of services, as determined by the *Construction Lien Act* and upon receipt of a Statutory Declaration from the Owner that all accounts for work and materials except guarantee holdbacks have been paid and there are no outstanding claims for liens or otherwise in connection with the Subdivision, the Financial Guarantee will be reduced to ten (10%) percent of the estimated cost of the completed services. The Owner agrees that the City may increase the amount retained in the Financial Guarantee by the increase in estimated cost of uncompleted services.

Filing of a lien under the *Construction Lien Act* against the City constitutes a default such that the City may use the security provided for payment into court of the required amount of the claim plus costs. The City agrees to notify the Owner and its contractor prior to making payments from the Financial Guarantee.

C. Taxes

All taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of the Agreement by the City.

8. BUILDING PERMITS

A. Reference Plans

The approval by the City to the Reference Plan of Subdivision subdividing the land, and the execution of this Agreement by the City shall not be deemed to give assurance that building permits, when applied for, will be issued on any of the lots or blocks as shown on this Plan.

B. Soil Tests

The Owner shall, when required by the Commissioner of Engineering & Planning or his designate, submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish at no cost to the City certified copies of the results thereof for examination by the Commissioner of Engineering & Planning or his designate prior to the issuance of building permits.

C. Issuance of Building Permits

No building permits will be issued until the following items have been received or issued by the City Engineering & Planning Department:

- (i) A copy of the registered Plan of Subdivision subdividing the land;
- (ii) A copy of this Agreement executed by the Owner and the City;
- (iii) Certification from the PUC Services Inc. or any affiliated company that the Owner has complied with its requirements to the extent that building permits may be issued. Watermain and electric power cables must either be installed and commissioned or notification received from the PUC Services Inc. that satisfactory scheduling and other arrangements have been made for their installation;
- (iv) Certification from the City Solicitor or her designate that all necessary easements and transfers have been received in satisfactory form and have been registered; and
- (v) A copy of the Permit issued by the Sault Ste. Marie Region Conservation Authority authorizing the development of the property in accordance with the provisions of Regulation 176/06.

D. Services within Easements

It is further understood that building permits will not be applied for or issued for lots or blocks on which easements have been registered, or for lots or blocks immediately adjacent to such easements until such time as the Commissioner of Engineering & Planning or his designate has certified to the Building Division that the required service or services have been installed within the limits of the said easements granted to the City or that the easement descriptions have been adjusted in accordance with the location of the services as actually installed. This clause shall not apply to services installed by the PUC Services Inc. or any successor company or Bell Canada.

E. Zoning By-Law 2005-150 – Statement of Compliance

Notwithstanding any other requirements of this Agreement, the lands shown on the Plan of Subdivision shall be developed in accordance with the provisions of the City By-law 2005-150, as amended or any successor to By-law 2005-150. The Owner agrees to submit to the Planning Director a statement from an Ontario Land Surveyor that all lots in the Subdivision meet the Zoning By-Law 2005-150 requirements for frontage and area.

F. Preliminary Acceptance

The Owner agrees that no building permits shall be applied for or issued on any lot in the Subdivision until Preliminary Acceptance has been granted for the sewers, watermains and gravel road base serving the lot in the Subdivision, unless otherwise directed by the Commissioner of Engineering and Planning or his Designate.

G. Model Home(s)

The Owner may apply for model home permit(s) at the discretion of the Commissioner of Engineering and Planning or his Designate. The Owner agrees that occupancy permits will not be issued for said model home(s) until Preliminary Acceptance has been granted for the sewers, drainage works, watermain, stormwater management facilities, and gravel road base serving the lot(s) in the Subdivision.

9. EXISTING WELLS OR SEPTIC TANKS

The Owner covenants and agrees with the City to fill in or otherwise remove any existing wells or septic tanks in this Subdivision to the satisfaction of the Medical Officer of Health.

10. BUILDING STREET NUMBERS

- A. All building street numbers for lands on the new reference Plan of Subdivision subdividing the land shall be allocated by the City Building Department.
- B. The City Building Department shall be furnished with a copy of the Plan of Subdivision subdividing the land, upon which the said Building Division shall designate the street number or numbers for each lot or block on the Plan of Subdivision.
- C. Any subsequent purchaser shall be informed and advised by the Owner of the correct building street number as allocated by the City Building Department.

11. ACCEPTANCE OF STREETS AND SERVICES

- A. After receipt of a letter from the Consulting Engineers stating that underground services and gravel road base have been installed according to the approved plans and specifications, the Commissioner of Engineering & Planning or his designate will authorize that building permits be issued for any lot in the Subdivision developed subject to meeting the requirements of Clause 8(c) of this Agreement, the *Ontario Building Code* and City By-laws.
- B. After satisfactory completion of the thirteen (13) month Guarantee Period, the Commissioner of Engineering & Planning or his designate will issue a Certificate of Final Acceptance for the streets constructed under this Agreement after the following conditions have been met:
 - (a) All services required by this Agreement have been constructed to the satisfaction of the Commissioner of Engineering & Planning or his designate and there are no outstanding deficiencies or repairs to be completed;
 - (b) A Statutory Declaration has been received from the Owner stating that all accounts for work and materials except guarantee holdbacks have been paid and that there are no claims for liens or otherwise in connection with the Subdivision; and
 - (c) The date of Preliminary Approval of Secondary Services has been established in writing by the Commissioner of Engineering and Planning or his designate, subsequent to a request in writing from the Consulting Engineer. The request shall incorporate certification that the services included in this Agreement have been constructed and installed in accordance with the approved design drawings, City specifications, standards and requirements.
- C. Upon issuance of Final Acceptance, the ownership of the services shall vest in the City and the Owner shall have no claims or rights thereto, other than those accruing to the Owner as the Owner of land abutting on the streets in which the services were installed or those claims pursuant to cost sharing if specified in this Agreement.
- D. Until the Final Certificate is issued, the Owner on behalf of itself, its assigns and successors in title, hereby covenants to indemnify and save harmless the City from all actions, causes of actions, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of any failure or defect occurring in the services installed under this Agreement unless caused by the negligence of the City or its employees.

12. **REGISTRATION OF SUBDIVISION AND YARD DRAINAGE AGREEMENTS**

This Agreement and the Schedules hereto or any part or parts thereof may be registered upon title of the land within the Plan of Subdivision. Such registration shall be at the instance of the City and at its sole discretion and at the Owner's expense.

13. **TIME LIMIT OF AGREEMENT**

This Agreement shall be in force between the Parties for six (6) years from the date hereof, during which period of time the Owner undertakes to install all the services and do all things as required by this Agreement. The Owner hereby also undertakes and agrees to commence installation of the services herein provided for within two (2) years from the date of this Agreement. The pavement and other surface services must be constructed during the following year after completion of the granular road base unless an extension has been granted in writing by the Commissioner of Engineering & Planning or his designate. In the event of default by the Owner, the Financial Guarantee provided shall be forfeited, and this Agreement shall either continue in force or a new Agreement shall be negotiated, which alternative shall be at the discretion of the Commissioner of Engineering & Planning or his designate.

14. **ACCESS STREETS**

The Owner agrees that all streets within the Subdivision or which are used for access during the construction of the houses or other buildings shall be kept in a good and usable condition during the said construction and if damaged, the Owner shall restore the aforesaid streets to a good and usable condition. Extra maintenance required as a result of construction work by the Owner or its Agents shall be carried out by the Owner or its Agents at its expense.

15. **GUARANTEE PERFORMANCE OF SERVICES**

The Owner agrees to guarantee performance of all services constructed in each phase under this Agreement for a period of thirteen (13) months following the issuance of Preliminary Acceptance for the last service constructed on a particular street or portion thereof. In cases where the Owner has submitted a request in writing to the Commissioner of Engineering and Planning, or his designate, to pave the first lift of asphalt prior to one winter season elapsing, and the request has been approved in writing, the guarantee period shall be two (2) years from the date of Preliminary Acceptance of the underground work, and shall include both the underground work, and the first lift of asphalt. The surface coat of asphalt shall be guaranteed for thirteen (13) months after Preliminary Acceptance of the work. If, in the opinion of the Commissioner of Engineering & Planning or his designate, the City is required to make emergency repairs to the services constructed under this Agreement during the period, the Owner agrees to pay to the City immediately upon receipt of a written demand, any expense incurred in making repairs. The Owner agrees to maintain the financial guarantee as required in Clause 7(b) until the end of the Guarantee Period of the last service to be constructed under this Agreement. During the Guarantee Period, the amount of the Financial Guarantee may be reduced to ten (10%) percent of the construction cost of the services under guarantee.

Storm outfalls and erosion protection works are to be guaranteed for a period of three (3) years after Preliminary Acceptance.

16. **MAINTENANCE OF VACANT LOTS**

The Owner agrees to maintain all vacant unsold lots free of debris, tall grass and weeds along any opened street in the Subdivision in accordance with City By-laws, after occupation of any house on the street in the same block.

17. **MAINTENANCE OF STREETS AND SEWERS**

The Owner agrees to carry out all street maintenance, including dust treatment and grading, but not including snow ploughing and sanding, from the time of Preliminary Acceptance of the gravel road base until the roads are paved. From the Preliminary Acceptance of paved roads until the end of the Guarantee Period the City will carry out all routine maintenance while the Owner agrees to carry out all repairs due to defects in workmanship and materials, including pavement repairs.

18. **LANDS FOR MUNICIPAL PURPOSES**

The Owner agrees to grant to the City in fee simple and free and clear of any encumbrances, the lands set forth in Schedule "C" hereto for municipal purposes other than roads as indicated on the attached Plan of Subdivision. The deeds for the said lands and the easements described in Schedule "C" shall be registered under the Teranet system immediately after the registration of the Plan of Subdivision.

19. **SALE OF LOTS**

The Owner agrees not to transfer title on any lot in the Subdivision or to allow buildings to be occupied until Preliminary Acceptance has been granted by the Commissioner of Engineering & Planning or his designate for the street serving each lot to be sold.

Any failure by the Owner to comply with the provisions of this clause constitutes default under the terms of the Agreement on the part of the Owner.

In the event of failure to comply with this Clause, the Commissioner of Engineering & Planning or his designate may at his discretion, proceed to install the services in accordance with Clause 4.

The Owner further agrees to immediately advise the City Solicitor in writing upon finalizing the reference Plan of Subdivision subdividing the land.

20. **INFORMATION FOR PURCHASERS**

The Owner agrees to notify or cause to be notified, each and every Purchaser of land within the Subdivision of the following:

- A. All of the services provided for the Purchaser.
- B. Any covenants or deed restrictions contained in this Agreement.
- C. The existence, purposes and terms of all easements and walkways.
- D. Home/business mail delivery will be from a designated Centralized Mail Box. The developers/owners shall be responsible for officially notifying the purchasers of the Centralized Mail Box locations prior to the closing of any home sales.
- E. Lots with rear yard drainage swales, drainage courses or rear yard catchbasins will have an agreement registered on title requiring that the rear yard drainage system be maintained by the Lot Purchaser.
- F. Fill and debris must not be placed on City park and/or ravine.
- G. A stormwater management pond is located on Block 27 in the Subdivision, which will occasionally contain stored water.
- H. All Lots in the Subdivision are located in a regulated area administered by the Sault Ste. Marie Region Conservation Authority's Regulation 176/06 Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses. A permit is required for development including construction on or alteration (grading, cutting and filling) of the said lots.
- I. It has been identified that Foxborough Trail will become a future bus route. Public Works and Transportation have identified the following possible locations, for installation of future bus stops:
 - i. Lot 22
 - ii. Block 27, fronting on Foxborough Trail
- J. The driveway locations are to remain as shown on the Lot Grading Plan, submitted by the Consulting Engineer. Any modifications that may be required to this location must be approved by the Commissioner of Engineering and Planning or his designate, and the PUC prior to release of a building permit(s) for the particular lot(s) in question. Any additional servicing costs that are due to the relocation of the driveway shall be borne by the Purchaser.

- K. Each lot in the Subdivision shall be provided one tree to the original lot Purchaser, after issuance of occupancy permit, to be planted by Public Works and Transportation at or near the front property line, and guaranteed and maintained for one (1) year following that planting.
- L. The Purchaser is required to plant a grass lawn by seeding or sodding from the front building line to the back of the curb of the abutting street within one (1) year of completing the house construction. In the case of corner lots, the grass lawn is also to be planted along the entire flankage side between the building line and the curb of the lot and gutter.
- M. Block 29 is ravine land that will be transferred to the City in order to facilitate maintenance of the cross culvert crossing Foxborough Trail. City forces will not maintain the ravine lands. Consequently, the ravine lands may contain tall grass and/or ponded water, which will not be corrected upon complaint.
- N. The drainage ditch to the west of the properties on Foxborough Trail is part of the Subdivision's stormwater management plan. This ditch will not be maintained. Consequently, the ditch will likely contain tall grass and/or ponded water, which will not be corrected upon complaint.
- O. CONSULTING ENGINEERS – FOOTINGS:
 - a. The Owner shall employ a competent Engineer or Engineers registered by Professional Engineers Ontario and approved by the Commissioner of Engineering and Planning or his designate to review the building lot on an individual basis, and to comment on the need for an engineered footing design.

21. FILL PLACEMENT

The Owner agrees that all placement of fill within the Subdivision will be under the supervision of its Consulting Engineers. The fill is to be placed in accordance with plans and specifications to be approved by the Commissioner of Engineering & Planning or his designate. The plans are to include the final presale grades of all lots within the Subdivision.

An addendum to the Geotechnical Investigation dated September 25, 2012 states,

"The ravine crossings and temporary pump station will require imported granular fill that is a suitable free draining material. All fill at these sites should be placed and compacted properly, and the design should limit total settlement to a maximum of 25mm. The subsurface conditions under the pump station are not ideal, thus it is recommended that the foundations be reviewed and engineered by a Professional Engineer."

22. TREE PLANTING

Upon execution of this Agreement, the Owner agrees to pay for the provision of trees at a rate per lot frontage. The amount of the payment for the provision of trees is listed on Schedule "E" hereto. The responsibility for tree planting and maintenance for one (1) year shall be Public Works and Transportation.

23. GRASS LAWNS AND BOULEVARDS

The Owner agrees to obtain a covenant registered on title that the lot Purchaser will plant a grass lawn by seeding or sodding from the front building line to the back of the curb of the abutting street within one (1) year of completing the house construction. In the case of corner lots, the grass lawn is also to be planted along the entire flankage side between the building line and the curb of the lot and gutter.

The Owner further agrees to sod all boulevard areas, which are not abutting the Subdivision building lots.

24. SEDIMENT CONTROL PLAN AND STORM MANAGEMENT PLAN

The Owner agrees to have its Consulting Engineers provide a Sediment Control Plan and Storm Management Plan to the approval of the Commissioner of Engineering & Planning or his designate, and the Conservation Authority, Ministry of the Environment and the Department of Fisheries & Oceans. The Sediment Control Plan is to be carried out and

maintained in place until the time or conditions as agreed upon in the aforesaid plan have been satisfied.

25. ONE FOOT RESERVES

The Owner agrees to deed Blocks 25, 26, 28, 31, and 32 (0.3 m reserves) to the City for the purpose of restricting vehicular access over these blocks.

26. TEMPORARY SEWAGE LIFT STATION

The Owner agrees that the sewage lift station located adjacent to Block 27 is temporary and will be moved to a permanent location as later stages of the Subdivision progress.

27. STORM SEWER OUTLET AND DRY POND

- A. The Owner agrees to provide storm quantity control such that the peak post-construction flows exiting the subdivision do not exceed the peak pre-construction flows in the existing drainage channel and to provide removal of sediment to the satisfaction of the Ministry of the Environment (MOE), Department of Fisheries and Oceans (DFO), Conservation Authority, and the Commissioner of Engineering & Planning or his designate.
- B. The Owner further agrees to carry out the necessary work on City owned property to direct the outlet flow from the Subdivision to a suitable outlet to the satisfaction of the Commissioner of Engineering & Planning or his designate, and the Conservation Authority.
- C. The Owner agrees to meet the MOE design objectives for safety, for the design of the specified storm water management (SWM) works.

28. MAINTENANCE AND MONITORING PRIOR TO ASSUMPTION OF DRY POND

- A. The Owner agrees to provide to the City an operations and maintenance report outlining the requirements for the proper maintenance of the dry pond, to the satisfaction of the Conservation Authority and the City of Sault Ste. Marie. The maintenance schedule shall show:
 - i. maintenance timing for SWM facilities during construction;
 - ii. planting schedule for landscaping of SWM facilities, and;
 - iii. post-construction maintenance considerations.
- B. Operation of the SWM facility prior to the City's assumption, shall be in compliance with the Operational and Maintenance Manual developed by the Subdivider's Consulting Engineering and approved by the Commissioner of the Engineering and Planning and/or his designate, and the Conservation Authority.
- C. Maintenance and monitoring of the SWM facility prior to the City's assumption must be carried out by the Subdivider/Developer to demonstrate the effectiveness of the performance of the SWM facility. The Owner is responsible to ensure that the SWM system is maintained and monitored from the time of construction for a minimum period of three (3) years after the date of approval for maintenance, and until such time as seventy five (75%) percent of the development area has been constructed, or as determined by the Commissioner of Engineering and Planning or his designate.
- D. The developer is responsible to ensure that sediment and erosion control measures are in place and functioning as designed from the start of site development until assumption of the SWM facility.
- E. The Owner is responsible to ensure that SWM facilities are constructed at the proper time and any cleanouts necessary during the construction phase are conducted in a timely manner.
- F. As part of the landscaping plan, the Owner shall identify a permanent sign location in a visible area to inform the public of the function, use and maintenance of the SWM area, as may be required by the Commissioner of Engineering and Planning or his designate, and the Conservation Authority.

maintenance of the SWM area, as may be required by the Commissioner of Engineering and Planning or his designate, and the Conservation Authority.

- G. All landscape materials are to be maintained in a healthy state in accordance with the approved landscape plan until the time of assumption. A final inspection is required by the City prior to assumption of the SWM facility.
- H. Prior to assumption of the facility, the Owner must provide as-built drawings, and must confirm in writing that the SWM facility is in compliance with the Certificate of Approval, and the required design elevations.

29. CENTRALIZED MAILBOX LOCATION

The Owner agrees to:

- (a) Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations, which may be utilized by Canada Post until the curbs, boulevards, and sidewalks are in place in the remainder of the Subdivision.
- (b) Install a concrete pad in accordance with the requirements of, and in location to be approved by, Canada Post to facilitate the placement of Centralized Mail Boxes.
- (c) Identify the pads above on the final engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of Subdivision.
- (d) Determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.

30. LOTS TO BE HELD IN ESCROW

The Parties hereto agree that the City may hold Lots 1 to 24 inclusive in escrow. Notwithstanding the fact that the City holds the lots in escrow, the Owner acknowledges that the lots are still liable to property taxation and further that the Owner shall pay the said taxes.

Prior to the City releasing the lots from escrow the following will have to be completed:

- A. The underground services installed and the road base constructed to the extent that Preliminary Acceptance has been issued.
- B. Financial Guarantee deposited with the City in accordance with *Clause 7* and Schedule "D".

31. PAVED DRIVEWAYS

- A. Where paved driveways are required according to Schedule "A" to the Agreement, one of the following alternative procedures shall be followed:
 - a. Construct the driveway with an adequate base to carry the weight of trucks used during house construction and pave the driveway at the time that the surface course for the Subdivision is completed, or
 - b. Construct the driveway with an adequate base to carry the weight of trucks used during house construction and obtain a covenant registered on title that the lot Purchaser will be responsible for paving the driveway, within six (6) months of completing construction of the house or within six (6) months after the date which the surface course is applied.
- B. The driveway locations are to remain as shown on the Lot Grading Plan, submitted by the Consulting Engineer. Any modifications that may be required to this location must be approved by the Commissioner of Engineering and Planning or his designate, and the PUC prior to release of a building permit(s) for the particular lot(s) in question. Any additional servicing costs that are due to the relocation of the driveway shall be borne by the Purchaser.

32. INDEMNITY

The Owner on behalf of itself, its heirs, executors, administrators, assigns and successors, hereby covenants and agrees to indemnify and save harmless the City from all actions, claims for damages, causes of actions, suites, claims and demand whatsoever, which may arise either directly or indirectly as a result of the performance (or lack thereof) by the Owner of any or all of the several acts or things required to be done by the Owner under the terms and conditions of this Agreement.

33. REGISTRATION COSTS

The Owner acknowledges and agrees that the cost of registering any documents referred to in this Agreement shall be at the Owner's sole expense.

34. ENTIRE AGREEMENT

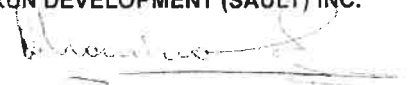
The Agreement and its Schedules constitute the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous verbal communications, representations, agreements, promises or statements.

IT IS DECLARED AND AGREED THAT this Agreement and the covenants, provisions, conditions and schedules herein shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, or assigns of each of the parties hereto.

"OWNER", when used in the Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein, it shall be construed as including the plural.

IN WITNESS WHEREOF Fox Run Development (Sault) Inc. have hereunto affixed their signature by the hands of its duly authorized officers this 18 day of OCTOBER, 2012.

FOX RUN DEVELOPMENT (SAULT) INC.

X 
X 

I have the authority to bind the Corporation

IN WITNESS WHEREOF the Corporation of the City of Sault Ste. Marie has hereunto affixed its signature by the hand of its duly authorized officers this 14 day of NOVEMBER, 2012.

**CORPORATION OF THE CITY
SAULT STE. MARIE**


PLANNING DIRECTOR
DONALD B. McCONNELL, R.P.P.

I have the authority to bind the Corporation.

SCHEDULE "A" TO THE AGREEMENT

B E T W E E N

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

for the development of the

FOX RUN SUBDIVISION - PHASE I

1. LANDS TO BE SUBDIVIDED

The lands affected by this Agreement are part of Lot 25, Registrar's Compiled Plan H-731, Township of Tarentorus, Part 1, 1R-11473 City of Sault Ste. Marie, District of Algoma, PIN 31511-0201. Phase I includes Lots 1 to 24 inclusive, on the draft Plan of Subdivision prepared by D.S. Urso O.L.S. (File No. U-10409).

2. PUBLIC SERVICES TO BE INSTALLED

A.

Foxborough Trail	From southern boundary of Phase I north to Third Line East	10 m Class 'A' Pavement with 1.5 m sidewalk on west side of Foxborough Trail
Madison Avenue	Foxborough Trail east to the boundary for Phase I.	10 m Class 'A' Pavement with 1.5 m sidewalk on north side of Madison Avenue
Future Road Allowance	From Foxborough Trail west to the boundary for Phase I	Approximately 30m of 10 m Class 'A' Pavement
Tuscany Square	From Foxborough Trail east to the boundary of Phase I	Approximately 30m of 10 m Class 'A' Pavement

B.

Stormwater management area access road	Madison Avenue, easterly approximately 115m	150 mm granular 'A' 450mm granular 'B'
Storm sewer access road	Madison Avenue, easterly approximately 90m	150 mm granular 'A' 450mm granular 'B'

C. Storm and sanitary sewers with appurtenances and laterals to each lot.

D. Outlet storm sewers including dry pond.

E. Rear yard drainage.

F. Sediment control.

G. Concrete pads, and two metre curb depressions for Centralized Mailboxes at locations to be negotiated with Canada Post.

- H. Grass lawns and boulevards by seeding or sodding from the building line to the curb and gutter and along flankages at corner lots along all streets in the Subdivision. (See Clause 23).
- I. Paved driveways between sidewalk and the curb & gutter.
- J. Concrete pads for bus stops at locations listed in Clause 20 (I) of the Subdivision Agreement.
- K. Sanitary Sewer pump station with forcemain to existing Manhole 8, in the Windsor Farms Subdivision.
- L. Grate on inlet of cross-culvert, north side of Third Line.

SCHEDULE "B" TO THE AGREEMENT

B E T W E E N

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

for the development of the

FOX RUN SUBDIVISION – PHASE I

1. ROADWAYS

A. Class "A" Pavements

The lower road base shall have a uniformly compacted thickness or depth of No. 3 ballast nut slag or crushed granite ballast rock of at least 600mm for all of the streets in the Subdivision. The lower road base shall be overlaid with a top course of Granular 'A' gravel to a compacted thickness or depth of at least 150mm. The Granular materials are to conform to the City Standard Specifications. Aggregate shall be supplied from a Ministry of Natural Resources licensed pit or quarry. The road base along with weeping tile drainage shall be constructed throughout the subdivision in accordance with standard drawings approved by the Commissioner of Engineering & Planning or his designate. Geotextile fabric shall be provided to the satisfaction of the Commissioner of Engineering & Planning or his designate between the subgrade and sub-base.

After one winter season has elapsed after the completion of the construction of the road base, the Owner shall construct the City Standard curb and gutter along both sides and pave the surface with 50 mm of HL8. Following a second winter season unless otherwise approved by the Commissioner of Engineering and Planning or his designate, the final course of asphalt shall be applied consisting of 40 mm of HL3. The width of the roadways shall be as listed in the Schedule "A" hereto, measured from back to back of the curb and gutter.

Upon written request to the Commissioner of Engineering and Planning or his designate, an alternate schedule may be considered for paving the first lift of asphalt in the first year. In this instance, the guarantee period shall be modified from thirteen (13) months for the underground work, to two (2) years for the underground work and base course. The top lift of asphalt shall be placed after one (1) winter season has elapsed.

B. Guarantee and Maintenance

The completed roads shall be guaranteed for thirteen (13) months from the date of issue of Preliminary Acceptance for the surface coat of asphalt by the Commissioner of Engineering & Planning or his designate. After issuance of the Preliminary Approval, the roads will be the responsibility of the Owner except for routine maintenance. At the end of the guarantee period, the roads will become the responsibility of the City as covered by the Commissioner of Engineering & Planning or his designate's final certificate.

The Owner hereby agrees to keep the streets within the Subdivision or which are used for access to the said Subdivision Lands in a good and usable condition during the construction of houses or other buildings upon the Subdivision Lands, and to repair such streets during such period as required by the Commissioner of Engineering & Planning or his designate and shall leave the streets in a good and usable condition upon completion of the houses or other buildings upon the Subdivision Lands.

2. **SANITARY SEWERS**

A 250mm local sanitary sewer, or of such size as is required by the Commissioner of Engineering & Planning or his designate, and single laterals extending 3 metres into each lot or blocks in the Subdivision, constructed of polyvinyl chloride (PVC) pipe with watertight joints shall be installed together with such manholes as are indicated on the drawings approved by the Commissioner of Engineering & Planning or his designate. No corrugated plastic sewer pipe will be permitted. Service connections to the main pipe shall be made using factory tees according to Ontario Provincial Standard drawings. Strap-on-saddles will not be accepted.

3. **STORM SEWERS**

A storm sewer of such size as is required by the Commissioner of Engineering & Planning or his designate, polyvinyl chloride (PVC) pipe, concrete pipe or other approved pipe shall be installed together with catch basins, manholes and laterals extending 3 metres into each lot or block in the Subdivision as are indicated on the drawings approved by the Commissioner of Engineering or his designate, and shall include connection to an outlet. Service connections to the main pipe shall be made using factory tees according to Ontario Provincial Standard drawings. Strap-on-saddles will not be accepted.

4. **SERVICE INSTALLATIONS**

Specifications are to be written by a firm of Consulting Engineers and are to be approved by the Commissioner of Engineering & Planning or his designate.

- A. Service installations must be supervised by a firm of professional engineers acceptable to the City and such a firm of engineers may be required to furnish to the City an undertaking in writing setting forth in detail their understanding of the City Specifications and By-laws.
- B. The Contractor selected for the installation of services must be approved by the City.
- C. The Owner shall be responsible for the maintenance and repair of all service connections from the time of installation until such time as the roads, sewers and other public services have been granted final acceptance by the City for each separate phase.

5. **GRASS**

Within one (1) year after a building is erected on a lot shown on Schedule "A", the Owner shall provide on the lot by sodding at the expense of the Owner, a grass lawn extending from the front building line to the rear of the nearest curb of the street on which the building fronts. On corner lots the lawn is to extend along the flankage to opposite the rear lot line.

6. **DRAINAGE OF REAR OF LOTS**

Unless the Commissioner of Engineering and Planning or his designate is satisfied that natural drainage is adequate, the Owner shall provide at its own expense and to the satisfaction of the Commissioner of Engineering & Planning or his designate, adequate facilities for the drainage of surface water from the rear portion of every lot shown on Schedule "A" by installing swales and one or more catch basins connected to the municipal storm drainage system or to conduct such water to an adjacent watercourse, as the Commissioner of Engineering & Planning or his designate determines.

7. **TEMPORARY TURNAROUND**

Madison Avenue and Tuscany Square will be used as temporary turnarounds and will remain as temporary turnarounds until such time as Madison Avenue and Tuscany Square are extended easterly, and a sufficient method of turnaround and snow storage is established.

8. **SIDEWALKS**

A concrete sidewalk 1,500mm wide located as indicated on Schedule "A" hereto is to be constructed to the specifications and grades approved by the Commissioner of Engineering & Planning or his designate.

The concrete sidewalk is to be constructed after one full winter season of consolidation of sewer and water service trenches or upon the Commissioner of Engineering & Planning or his designate giving sixty (60) days written notice by prepaid mail made to the Owner, requiring the sidewalks to be constructed. The completed sidewalk shall be guaranteed for thirteen (13) months from the date of completion by the Owner.

SCHEDULE "C" TO THE AGREEMENT"**B E T W E E N:****FOX RUN DEVELOPMENT (SAULT) INC.****- AND -****THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

for the development of the

FOX RUN SUBDIVISION – PHASE I**LIST OF DOCUMENTS TO BE REGISTERED BY THE OWNER**

1. Transfer in favour of the City for a drainage easement, over Part 1, Part 2, and Part 3, Draft 1-R Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409-1R).
2. Transfer in favour of the City for a turnaround easement over Part 1, Draft 1-R Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409-1R2).
3. Transfer in favour of the City for a turnaround and access easement over Part Part 2, Draft 1-R Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409-1R2).
4. Transfer in favour of the City for 0.3 metre (one foot) reserve(s) – Block 25, Block 26, Block 28, Block 31, and Block 32 Draft 1-M Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409).
5. Transfer in favour of the City for Block 27.
6. Transfer in favour of the City for Block 29.
7. Notice of Yard Drainage Agreement pursuant to s.71 of the Land Titles Act.
8. Notice of Subdivision Agreement pursuant to s.71 of the Land Titles Act.

The Owner shall be responsible for the registration and registration costs of these documents.

SCHEDULE "D" TO THE AGREEMENT

B E T W E E N:

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

for the development of the

FOX RUN SUBDIVISION – PHASE I

SUMMARY OF BONDING REQUIREMENTS

1. BONDING REQUIREMENTS

- | | |
|---|---------------------|
| A. Upon execution of this Agreement 15%
of the cost of the underground services
required by this Agreement. | <u>\$225,000.00</u> |
|---|---------------------|

TOTAL BONDING REQUIREMENTS FOR PRIMARY SERVICING (A)	<u>\$225,000.00</u>
---	----------------------------

2. PRIOR TO ISSUANCE OF BUILDING PERMITS

- | | |
|--|---------------------|
| A. 100% of the estimated construction cost of
all uncompleted work, as listed on Schedule
"A" hereto | \$330,000.00 |
| B. Plus allowance for engineering, supervision
and contingencies. | \$50,000.00 |
| C. Plus 10% of the value of underground services | <u>\$150,000.00</u> |

TOTAL BONDING REQUIREMENTS (B)	<u>\$530,000.00</u>
---------------------------------------	----------------------------

SCHEDULE "E" TO THE AGREEMENT

B E T W E E N:

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

for the development of the

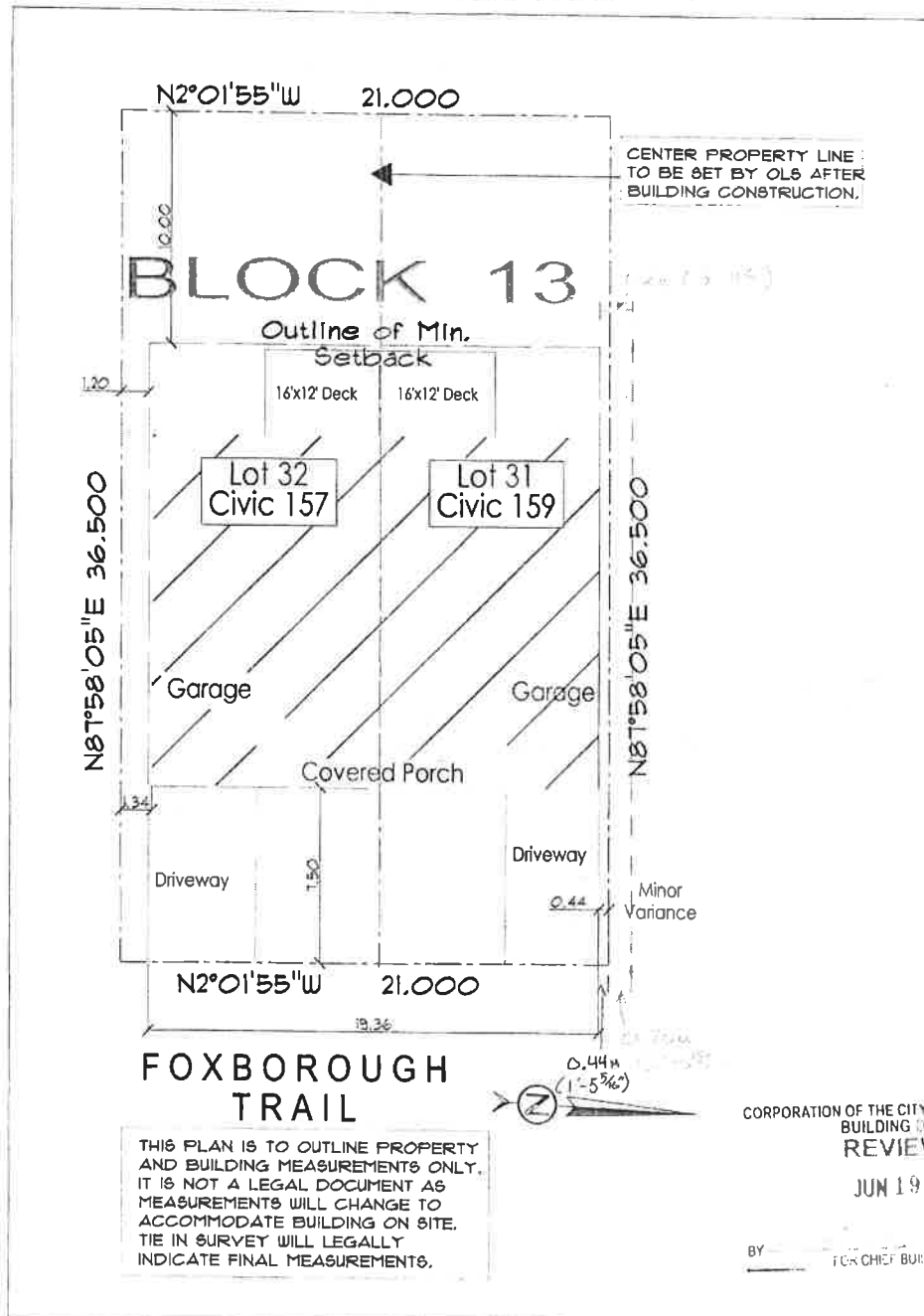
FOX RUN SUBDIVISION – PHASE I

CASH REQUIREMENT SUMMARY

1) Payment for street name signs, traffic control signs, and SWM signage.	\$3,900.00
2) Payment for cleaning storm and sanitary sewers and inspections with T.V. camera	\$4,850.00
3) Provision of Trees	\$10,145.00
4) Cash in Lieu of Parkland (including fee)	\$16,300.00
TOTAL AMOUNT	\$35,195.00

All of above amounts shall be submitted as separate cheques.

Schedule "B"



Saldan
DEVELOPMENTS
LIMITED

www.saldan.net

Fox Run Subdivision

432 Great Northern Rd.
Sault Ste. Marie, Ontario P6A 4T9
(705) 942-5540

This home plan is the property of Saldan Developments Unlimited and is to be used only by the recipient and returned upon demand. This home plan is for the construction of one home only and is not to be reused or reproduced without the expressed written permission.



PROJECT - Lots 32 & 31 Foxborough Trail

Site Plan

SCALE - 1:200

DATE - May 2017

DRAWN BY - C. ON

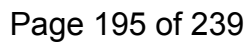
REVISED -

DRAWING NUMBER

SPI

REF. No. - BD 11 16

Page 195 of 239



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-180

AGREEMENT: (PR1.7) A by-law to authorize the execution of an Agreement between the City and Fox Run Developments (Sault) Inc., being an Agreement to bind the terms and conditions of the Subdivision Agreement for Fox Run Subdivision – Phase I (the “Subdivision Agreement”) made the 18th day of October 2012, to the lands legally described as Part 1 of Block 30, Plan 1M-589, part of PIN 31511-0315 (the “Adjacent Lands”).

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 September 11, 2017 between the City and Fox Run Developments (Sault) Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is an agreement to bind the terms and conditions of the Subdivision Agreement to the Adjacent Lands.

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 11th day of September, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS AGREEMENT (the "Agreement") made this 11th day of September, 2017.

BETWEEN:

FOX RUN DEVELOPMENTS (SAULT) INC.

(hereinafter referred to as the "Owner")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

AND WHEREAS the City and the Owner entered into a Subdivision Agreement for Fox Run Subdivision – Phase I (the "Subdivision Agreement"), Schedule "A" appended hereto, made the 18th day of October 2012, which agreement is registered as Instrument AL116865 on the 5th day of May, 2013 on Part of PIN 31511-0201, namely Lots 1 to 24 inclusive, Plan 1M-589, Sault Ste. Marie (the "Subdivision Lands");

AND WHEREAS Plan 1M-589 was registered in the Land Registry Office for the Land Titles Division of Algoma on the 17th day of April, 2013, which aforesaid Plan denotes the Subdivision Lands for Fox Run Subdivision – Phase I;

AND WHEREAS City Council passed By-law 2013-95, being a by-law to designate Lots 1 to 24 inclusive, Plan 1M589 in the Fox Run Subdivision – Phase I as an area not subject to part lot control pursuant to Section 50(5) of the *Planning Act*, on May 27, 2013;

AND WHEREAS a certified copy of By-law 2013-95 was registered in the Land Registry Office as Instrument No. AL119052 on June 21, 2013 (the "Registration Date");

WHEREAS the Owner is the registered owner in fee simple in possession of lands known municipally as 159 Foxborough Trail, which form the northerly portion of Lot 13, Plan 1M-589, PIN 31511-0295 (the "Existing Lot"), and form part of the Subdivision Lands;

AND WHEREAS the Owner is also the owner of the adjacent lands and premises immediately north of the Existing Lot, legally described as Part 1 of Block 30, Plan 1M-589, part of PIN 31511-0315 (the "Adjacent Lands");

AND WHEREAS the Existing Lot and the Adjacent Lands abut each other;

AND WHEREAS Section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by by-law any plan of subdivision, or part thereof, that has been registered for eight years or more as not being a plan of subdivision for subdivision control purposes;

AND WHEREAS the Existing Lot and the Adjacent Lands are to be consolidated on or shortly thereafter the eight year anniversary of the Registration Date, being the 21st day of June 21, 2021 (the "Consolidation Date");

NOW THEREFORE in mutual consideration of the entering into of this Agreement and of the benefit of the covenants and agreements herein contained the parties covenant and agree as follows:

1. The aforementioned Subdivision Agreement was registered on title to the Subdivision Lands on the 5th day of May, 2013, which includes the Existing Lot.
2. The Adjacent Lands are subject to a Limiting Agreement dated the 11th day of September, 2017; and further the Adjacent Lands shall on or shortly thereafter the Consolidation Date be consolidated with the Existing Lot.
3. The City shall, at the Owner's expense, register this Agreement on title to the Adjacent Lands in order to bind the terms and conditions of the said Subdivision Agreement to the Adjacent Lands. Once completed, the Owner shall provide the City with a copy of the registered document.
4. The Owner and the City acknowledge and agree that the Adjacent Lands shall be subject to the same terms and conditions as set out in the Subdivision Agreement as applicable to the Existing Lot.
5. The terms and conditions of the Subdivision Agreement shall enure to the benefit of and be binding upon future heirs, executors, administrators, successors and assigns of the Adjacent Lands.
6. The Subdivision Agreement is attached as "Schedule "A" to this Agreement and forms part of this Agreement.
7. Whenever the singular is used in this Agreement, it includes the plural and whenever the masculine gender is used in this Agreement it includes the feminine gender if the context so requires.
8. This Agreement is binding upon, and shall enure to the benefit of, the City and the Owner and their respective successors and assigns and shall be binding upon, and enure to the benefit of, the successors and assigns of the Adjacent Lands.

9. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile transmission and that if signed by all Parties such transmission will constitute a legally binding agreement.
10. This Agreement and Schedules appended hereto contains the entire agreement between the Parties hereto with respect to the Adjacent Lands and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The Owner acknowledges and agrees that the Owner has not relied upon any statements, representations, agreements or warranties except such as are expressly set out in this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE
We have the authority to bind the corporation.

FOX RUN DEVELOPMENTS (SAULT) INC.



SAM BIASUCCI, PRESIDENT
I have the authority to bind the corporation.

CITY OF SAULT STE. MARIE

SUBDIVISION AGREEMENT

THIS AGREEMENT made this 8 day of Oct. 2012

B E T W E E N

FOX RUN DEVELOPMENT (SAULT) INC.

hereinafter called the "Owner"

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE CITY OF SAULT
STE. MARIE**

hereinafter called the "City"

OF THE SECOND PART

C O N C E R N I N G

FOX RUN SUBDIVISION – PHASE I

hereinafter called the "Subdivision"

WHEREAS

1. The lands affected by this Agreement are part of Lot 25, Registrar's Compiled Plan H-731, Township of Tarentorus, Part 1, 1R-11473 City of Sault Ste. Marie, District of Algoma, PIN 31511-0201 and containing approximately 10.83 hectares more or less and more particularly described in Schedule "A" attached hereto (Subdivision Lands);
2. The Owner warrants to be the owner of or will be acquiring the Subdivision Lands and has applied to the City for approval of a Plan of Subdivision for the Subdivision Lands;
3. The City requires the Owner to construct and install certain public services, to serve the Subdivision and to undertake to make such financial arrangements with the City for the installation and construction of the services before obtaining the approval of the Subdivision;
4. The Owner is required by the City to grant certain lands hereinafter referred to for drainage purposes or other municipal purposes;
5. The Owner has submitted plans and profiles to the City showing the existing and final elevations, referring to a geodetic bench mark or an established City bench mark of all the Subdivision Lands (the "Plans and Profiles"); and
6. The Plans and Profiles have been approved in writing by the Commissioner of Engineering & Planning or his designate; and

NOW THEREFORE this Agreement witnesseth that in consideration of other valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to the Owner (receipt whereof is hereby acknowledged) the Parties hereto, covenant, promise and agree one with the other as follows:

1. The Parties hereto acknowledge that the recitals above are true.

2. **MUNICIPAL SERVICES**

On all Subdivision Lands and on streets adjacent thereto, as shown on the plans forming Part 1 of Schedule "A", there shall be constructed and installed by the Owner the municipal services set out in Part 2 of Schedule "A" attached and set out in Schedule "B" attached, all of which Schedules form a part of this Agreement.

In addition, the Owner shall enter into any such agreements as may be necessary with the City of Sault Ste. Marie Public Utilities Commission, PUC Distribution Inc. and/or PUC

Services Inc. (collectively referred to as the "Utility Companies") to meet its requirements regarding the watermain system, underground electrical wiring, street lighting and easements for the development of the Subdivision.

3. CONSULTING ENGINEERING SERVICES

The Owner shall employ a competent Consulting Engineer or Engineers registered by the Professional Engineers of Ontario and approved by the Commissioner of Engineering & Planning or his designate for the following purposes:

- A. To provide full time supervision of all installations of all public services required to be installed by the Owner pursuant to the provisions of this Agreement.
- B. To carry out soil tests in the road allowances and prepare a report on the road base design, considering the use of geotextile fabric and weeping tile and determining the depth of the road base.
- C. To monitor the site for abandoned wells and to ensure the proper records are completed as per R.R.O. 1990, Regulation 903. Copies of the records will be submitted to the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority for information purposes along with all necessary authorities outlined in R.R.O. 1990, Regulation 903.
- D. To prepare all plans and specifications for the installation of the said public services which said plans and specifications shall be submitted to the Commissioner of Engineering & Planning or his designate for his approval and shall be to the satisfaction of the Commissioner of Engineering & Planning or his designate. The plans and specifications when so approved shall be attached and form part of this Agreement.
- E. To ensure that all of the public services will be installed strictly in accordance with City specifications and the plans and specifications prepared by the Engineer employed by the Owner. Any contractor employed by the Owner to install any such public services must be approved by the Commissioner of Engineering & Planning or his designate in writing prior to the Contract being made between the Owner's Contractor and the Owner.
- F. To notify the City and provide a certificate of substantial completion of all contracts for works within road allowances under this Agreement pursuant to the *Construction Lien Act*.
- G. To provide to the City a complete set of engineering drawings showing the final plan and profile locations of all services including building connections, the accuracy of which shall be certified by the Engineer supervising the construction. The drawings shall be on paper and in digital form on compact disc and in a condition acceptable to the Commissioner of Engineering & Planning or his designate. The drawings shall be stamped. Services installed by the Utility Companies shall also be noted on the drawings.
- H. To provide certification that the services included in this Agreement have been constructed and installed in accordance with the approved design drawings, City specifications, standards and requirements upon satisfactory completing of municipal services.
- I. To prepare a Sediment Control Plan and Stormwater Management Plan for the Subdivision to the satisfaction of the Sault Ste. Marie Region Conservation Authority, the Commissioner of Engineering & Planning or his designate and the Federal Department of Fisheries and Oceans. Said approvals are required prior to final approval and registration of the Plan of Subdivision. Plans and specifications showing final presale grades should be reviewed and approved by the Commissioner of Engineering and Planning or his designate.
- J. To ensure that no work shall be commenced without the approval of the Commissioner of Engineering & Planning or his designate and any work which required approvals from the City and the Ministry of the Environment shall not commence until such approvals are obtained.
- K. To prepare a Lot Grading Plan, with existing and proposed grades, to control grading and lot drainage for all of the Subdivision to the approval of the Commissioner of

Engineering and Planning or his designate. As constructed drawings shall be revised to include only final grades.

- L. To notify the City test lab a minimum of twenty-four (24) hours prior to the date of paving of the public roadway, and construction of sidewalks and curbs, in order that City forces may make the appropriate arrangements to sample and test materials. Compaction testing shall also be completed by City forces prior to paving. Confirmation is required by the City test lab that compaction meets all required standards and specifications, prior to paving. All sampling, and testing shall be completed by City forces.

4. FAILURE TO INSTALL SERVICES

In the event that the Owner fails to, (i) install the required services as and when required by this Agreement or, (ii) having commenced to install the required services fails or neglects to proceed with reasonable speed to complete the installation or, (iii) in the event that the aforesaid services are not being installed in the manner required by this Agreement, the Commissioner of Engineering & Planning or his designate may, after seven (7) days notice or without notice, if there is an emergency condition in the Commissioner of Engineering & Planning or his designate's opinion, enter upon the Subdivision Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of said services. This would include the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost of all work together with an engineering fee of ten (10%) percent of the cost of such materials and works, to the Owner who shall forthwith pay the same upon demand. It is understood and agreed between the Parties hereto that such entry upon the Subdivision Lands shall be as an agent for the Owner and shall not be deemed for any purpose whatsoever, to be an acceptance or assumption of the said services by the City. The City, in addition to all other remedies it may have, may withdraw any building permits that have been granted either to the Owner or to any other person and may refuse to issue further building permits until such services are completely installed in accordance with the requirements of the Commissioner of Engineering & Planning or his designate.

5. EXISTING AND FINAL GRADES AND CONTOURS

The Owner further agrees with the City:

- A. That prior to commencement of installation of services in the Subdivision, it shall submit plans and profiles to the City showing the existing and final elevations, referring to a geodetic bench mark or an established City bench mark, of all the streets and other lands as required within the Subdivision. The Plans and Profiles shall be approved by the Commissioner of Engineering & Planning or his designate prior to the commencement of construction.
- B. That the existence of lands designed for drainage works shall be indicated on the Plans.

6. YARD DRAINAGE

- A. The Owner agrees to enter into a Yard Drainage Agreement for the development of the Subdivision. The Yard Drainage Agreement shall be executed simultaneously with this Agreement.
- B. The Owner of each lot in the Subdivision agrees to construct and seed or sod all swales along the side and rear lot lines at each lot where indicated on the approved Lot Grading Plan.
- C. The Owner agrees to indicate on the Plan of Subdivision any existing tile drainage system known to the Owner.
- D. That if, as the Subdivision develops, further drainage works to solve yard drainage problems either upon the lands shown on the Plan of Subdivision or beyond the boundaries thereof should be necessary, as to which the Commissioner of Engineering & Planning or his designate shall be the sole judge, the Owner agrees to provide the said works forthwith as required by the Commissioner of Engineering & Planning or his designate provided such work can be done within the boundaries of the Subdivision.

- E. The Owner agrees to install a silt fence in front of all swales along the side and rear lot lines in order to protect the swales.

7. FINANCIAL PROVISIONS

A. Cash Requirements

The Owner agrees to pay in cash on the execution of this Agreement the total sum shown as cash requirements on Schedule "E" hereto, being a summary of the financial requirements of the City as detailed elsewhere in this Agreement. With regard to all cash requirements, the City Treasurer's receipt will constitute evidence of payment. The City agrees to return any payments if the City is satisfied that the development of the Subdivision will not proceed. Interest will not be paid on any payments or deposits.

B. Financial Guarantee

The Owner agrees to file with the City, to guarantee all the provisions of this Agreement, a Letter of Credit or other financial guarantee satisfactory to the City Solicitor and City Treasurer, in the principal sum required by the City to construct and install the services as detailed in Schedule "A", and including outstanding items to be paid for in cash and referred to in Schedule "E" hereto, and pay such fees as are required by the City upon execution of this Agreement (the "Financial Guarantee"). The Financial Guarantee is set out in Schedule "D" to this Agreement. The Financial Guarantee posted shall contain a provision allowing the City to call in the Financial Guarantee or a portion of it in order to satisfy any Notice of Lien claim the City receives under the *Construction Lien Act*. This Financial Guarantee shall be kept in full force and effect and the Owner shall pay all premiums as they come due until such time as the City accepts the said services as herein provided, at which time the Financial Guarantee shall be returned to the Owner.

Any Financial Guarantee amounting to a financial guarantee which expires prior to the expiration date to which it will be necessary to guarantee services, shall be renewed for a period of at least one (1) year. Further renewals shall be obtained in the same way in all cases where they are required to guarantee services to the expiration date.

Any renewal required hereunder shall be obtained by the Owner at least thirty (30) days prior to the expiration period contained in the original Financial Guarantee. A failure to renew prior to the said thirty (30) day period shall constitute a default of the terms of this Agreement on the part of the Owner, in which case, upon the happening of any such failure to renew, where such renewal is required, the security deposit may, at the request of the Commissioner of Engineering & Planning or his designate, be forfeited to the City.

After some or all of the services have been completed in the Subdivision to the satisfaction of the Commissioner of Engineering & Planning or his designate, the Financial Guarantee will be reduced by seventy-five (75%) percent of the estimated cost of the completed services.

Forty-five (45) days after completion of services, as determined by the *Construction Lien Act* and upon receipt of a Statutory Declaration from the Owner that all accounts for work and materials except guarantee holdbacks have been paid and there are no outstanding claims for liens or otherwise in connection with the Subdivision, the Financial Guarantee will be reduced to ten (10%) percent of the estimated cost of the completed services. The Owner agrees that the City may increase the amount retained in the Financial Guarantee by the increase in estimated cost of uncompleted services.

Filing of a lien under the *Construction Lien Act* against the City constitutes a default such that the City may use the security provided for payment into court of the required amount of the claim plus costs. The City agrees to notify the Owner and its contractor prior to making payments from the Financial Guarantee.

C. Taxes

All taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of the Agreement by the City.

8. BUILDING PERMITS

A. Reference Plans

The approval by the City to the Reference Plan of Subdivision subdividing the land, and the execution of this Agreement by the City shall not be deemed to give assurance that building permits, when applied for, will be issued on any of the lots or blocks as shown on this Plan.

B. Soil Tests

The Owner shall, when required by the Commissioner of Engineering & Planning or his designate, submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish at no cost to the City certified copies of the results thereof for examination by the Commissioner of Engineering & Planning or his designate prior to the issuance of building permits.

C. Issuance of Building Permits

No building permits will be issued until the following items have been received or issued by the City Engineering & Planning Department:

- (i) A copy of the registered Plan of Subdivision subdividing the land;
- (ii) A copy of this Agreement executed by the Owner and the City;
- (iii) Certification from the PUC Services Inc. or any affiliated company that the Owner has complied with its requirements to the extent that building permits may be issued. Watermain and electric power cables must either be installed and commissioned or notification received from the PUC Services Inc. that satisfactory scheduling and other arrangements have been made for their installation;
- (iv) Certification from the City Solicitor or her designate that all necessary easements and transfers have been received in satisfactory form and have been registered; and
- (v) A copy of the Permit issued by the Sault Ste. Marie Region Conservation Authority authorizing the development of the property in accordance with the provisions of Regulation 176/06.

D. Services within Easements

It is further understood that building permits will not be applied for or issued for lots or blocks on which easements have been registered, or for lots or blocks immediately adjacent to such easements until such time as the Commissioner of Engineering & Planning or his designate has certified to the Building Division that the required service or services have been installed within the limits of the said easements granted to the City or that the easement descriptions have been adjusted in accordance with the location of the services as actually installed. This clause shall not apply to services installed by the PUC Services Inc. or any successor company or Bell Canada.

E. Zoning By-Law 2005-150 – Statement of Compliance

Notwithstanding any other requirements of this Agreement, the lands shown on the Plan of Subdivision shall be developed in accordance with the provisions of the City By-law 2005-150, as amended or any successor to By-law 2005-150. The Owner agrees to submit to the Planning Director a statement from an Ontario Land Surveyor that all lots in the Subdivision meet the Zoning By-Law 2005-150 requirements for frontage and area.

F. Preliminary Acceptance

The Owner agrees that no building permits shall be applied for or issued on any lot in the Subdivision until Preliminary Acceptance has been granted for the sewers, watermains and gravel road base serving the lot in the Subdivision, unless otherwise directed by the Commissioner of Engineering and Planning or his Designate.

G. Model Home(s)

The Owner may apply for model home permit(s) at the discretion of the Commissioner of Engineering and Planning or his Designate. The Owner agrees that occupancy permits will not be issued for said model home(s) until Preliminary Acceptance has been granted for the sewers, drainage works, watermain, stormwater management facilities, and gravel road base serving the lot(s) in the Subdivision.

9. EXISTING WELLS OR SEPTIC TANKS

The Owner covenants and agrees with the City to fill in or otherwise remove any existing wells or septic tanks in this Subdivision to the satisfaction of the Medical Officer of Health.

10. BUILDING STREET NUMBERS

- A. All building street numbers for lands on the new reference Plan of Subdivision subdividing the land shall be allocated by the City Building Department.
- B. The City Building Department shall be furnished with a copy of the Plan of Subdivision subdividing the land, upon which the said Building Division shall designate the street number or numbers for each lot or block on the Plan of Subdivision.
- C. Any subsequent purchaser shall be informed and advised by the Owner of the correct building street number as allocated by the City Building Department.

11. ACCEPTANCE OF STREETS AND SERVICES

- A. After receipt of a letter from the Consulting Engineers stating that underground services and gravel road base have been installed according to the approved plans and specifications, the Commissioner of Engineering & Planning or his designate will authorize that building permits be issued for any lot in the Subdivision developed subject to meeting the requirements of Clause 8(c) of this Agreement, the *Ontario Building Code* and City By-laws.
- B. After satisfactory completion of the thirteen (13) month Guarantee Period, the Commissioner of Engineering & Planning or his designate will issue a Certificate of Final Acceptance for the streets constructed under this Agreement after the following conditions have been met:
 - (a) All services required by this Agreement have been constructed to the satisfaction of the Commissioner of Engineering & Planning or his designate and there are no outstanding deficiencies or repairs to be completed;
 - (b) A Statutory Declaration has been received from the Owner stating that all accounts for work and materials except guarantee holdbacks have been paid and that there are no claims for liens or otherwise in connection with the Subdivision; and
 - (c) The date of Preliminary Approval of Secondary Services has been established in writing by the Commissioner of Engineering and Planning or his designate, subsequent to a request in writing from the Consulting Engineer. The request shall incorporate certification that the services included in this Agreement have been constructed and installed in accordance with the approved design drawings, City specifications, standards and requirements.
- C. Upon issuance of Final Acceptance, the ownership of the services shall vest in the City and the Owner shall have no claims or rights thereto, other than those accruing to the Owner as the Owner of land abutting on the streets in which the services were installed or those claims pursuant to cost sharing if specified in this Agreement.
- D. Until the Final Certificate is issued, the Owner on behalf of itself, its assigns and successors in title, hereby covenants to indemnify and save harmless the City from all actions, causes of actions, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of any failure or defect occurring in the services installed under this Agreement unless caused by the negligence of the City or its employees.

12. **REGISTRATION OF SUBDIVISION AND YARD DRAINAGE AGREEMENTS**

This Agreement and the Schedules hereto or any part or parts thereof may be registered upon title of the land within the Plan of Subdivision. Such registration shall be at the instance of the City and at its sole discretion and at the Owner's expense.

13. **TIME LIMIT OF AGREEMENT**

This Agreement shall be in force between the Parties for six (6) years from the date hereof, during which period of time the Owner undertakes to install all the services and do all things as required by this Agreement. The Owner hereby also undertakes and agrees to commence installation of the services herein provided for within two (2) years from the date of this Agreement. The pavement and other surface services must be constructed during the following year after completion of the granular road base unless an extension has been granted in writing by the Commissioner of Engineering & Planning or his designate. In the event of default by the Owner, the Financial Guarantee provided shall be forfeited, and this Agreement shall either continue in force or a new Agreement shall be negotiated, which alternative shall be at the discretion of the Commissioner of Engineering & Planning or his designate.

14. **ACCESS STREETS**

The Owner agrees that all streets within the Subdivision or which are used for access during the construction of the houses or other buildings shall be kept in a good and usable condition during the said construction and if damaged, the Owner shall restore the aforesaid streets to a good and usable condition. Extra maintenance required as a result of construction work by the Owner or its Agents shall be carried out by the Owner or its Agents at its expense.

15. **GUARANTEE PERFORMANCE OF SERVICES**

The Owner agrees to guarantee performance of all services constructed in each phase under this Agreement for a period of thirteen (13) months following the issuance of Preliminary Acceptance for the last service constructed on a particular street or portion thereof. In cases where the Owner has submitted a request in writing to the Commissioner of Engineering and Planning, or his designate, to pave the first lift of asphalt prior to one winter season elapsing, and the request has been approved in writing, the guarantee period shall be two (2) years from the date of Preliminary Acceptance of the underground work, and shall include both the underground work, and the first lift of asphalt. The surface coat of asphalt shall be guaranteed for thirteen (13) months after Preliminary Acceptance of the work. If, in the opinion of the Commissioner of Engineering & Planning or his designate, the City is required to make emergency repairs to the services constructed under this Agreement during the period, the Owner agrees to pay to the City immediately upon receipt of a written demand, any expense incurred in making repairs. The Owner agrees to maintain the financial guarantee as required in Clause 7(b) until the end of the Guarantee Period of the last service to be constructed under this Agreement. During the Guarantee Period, the amount of the Financial Guarantee may be reduced to ten (10%) percent of the construction cost of the services under guarantee.

Storm outfalls and erosion protection works are to be guaranteed for a period of three (3) years after Preliminary Acceptance.

16. **MAINTENANCE OF VACANT LOTS**

The Owner agrees to maintain all vacant unsold lots free of debris, tall grass and weeds along any opened street in the Subdivision in accordance with City By-laws, after occupation of any house on the street in the same block.

17. **MAINTENANCE OF STREETS AND SEWERS**

The Owner agrees to carry out all street maintenance, including dust treatment and grading, but not including snow ploughing and sanding, from the time of Preliminary Acceptance of the gravel road base until the roads are paved. From the Preliminary Acceptance of paved roads until the end of the Guarantee Period the City will carry out all routine maintenance while the Owner agrees to carry out all repairs due to defects in workmanship and materials, including pavement repairs.

18. LANDS FOR MUNICIPAL PURPOSES

The Owner agrees to grant to the City in fee simple and free and clear of any encumbrances, the lands set forth in Schedule "C" hereto for municipal purposes other than roads as indicated on the attached Plan of Subdivision. The deeds for the said lands and the easements described in Schedule "C" shall be registered under the Teranet system immediately after the registration of the Plan of Subdivision.

19. SALE OF LOTS

The Owner agrees not to transfer title on any lot in the Subdivision or to allow buildings to be occupied until Preliminary Acceptance has been granted by the Commissioner of Engineering & Planning or his designate for the street serving each lot to be sold.

Any failure by the Owner to comply with the provisions of this clause constitutes default under the terms of the Agreement on the part of the Owner.

In the event of failure to comply with this Clause, the Commissioner of Engineering & Planning or his designate may at his discretion, proceed to install the services in accordance with Clause 4.

The Owner further agrees to immediately advise the City Solicitor in writing upon finalizing the reference Plan of Subdivision subdividing the land.

20. INFORMATION FOR PURCHASERS

The Owner agrees to notify or cause to be notified, each and every Purchaser of land within the Subdivision of the following:

- A. All of the services provided for the Purchaser.
- B. Any covenants or deed restrictions contained in this Agreement.
- C. The existence, purposes and terms of all easements and walkways.
- D. Home/business mail delivery will be from a designated Centralized Mail Box. The developers/owners shall be responsible for officially notifying the purchasers of the Centralized Mail Box locations prior to the closing of any home sales.
- E. Lots with rear yard drainage swales, drainage courses or rear yard catchbasins will have an agreement registered on title requiring that the rear yard drainage system be maintained by the Lot Purchaser.
- F. Fill and debris must not be placed on City park and/or ravine.
- G. A stormwater management pond is located on Block 27 in the Subdivision, which will occasionally contain stored water.
- H. All Lots in the Subdivision are located in a regulated area administered by the Sault Ste. Marie Region Conservation Authority's Regulation 176/06 Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses. A permit is required for development including construction on or alteration (grading, cutting and filling) of the said lots.
- I. It has been identified that Foxborough Trail will become a future bus route. Public Works and Transportation have identified the following possible locations, for installation of future bus stops:
 - i. Lot 22
 - ii. Block 27, fronting on Foxborough Trail
- J. The driveway locations are to remain as shown on the Lot Grading Plan, submitted by the Consulting Engineer. Any modifications that may be required to this location must be approved by the Commissioner of Engineering and Planning or his designate, and the PUC prior to release of a building permit(s) for the particular lot(s) in question. Any additional servicing costs that are due to the relocation of the driveway shall be borne by the Purchaser.

- K. Each lot in the Subdivision shall be provided one tree to the original lot Purchaser, after issuance of occupancy permit, to be planted by Public Works and Transportation at or near the front property line, and guaranteed and maintained for one (1) year following that planting.
- L. The Purchaser is required to plant a grass lawn by seeding or sodding from the front building line to the back of the curb of the abutting street within one (1) year of completing the house construction. In the case of corner lots, the grass lawn is also to be planted along the entire flankage side between the building line and the curb of the lot and gutter.
- M. Block 29 is ravine land that will be transferred to the City in order to facilitate maintenance of the cross culvert crossing Foxborough Trail. City forces will not maintain the ravine lands. Consequently, the ravine lands may contain tall grass and/or ponded water, which will not be corrected upon complaint.
- N. The drainage ditch to the west of the properties on Foxborough Trail is part of the Subdivision's stormwater management plan. This ditch will not be maintained. Consequently, the ditch will likely contain tall grass and/or ponded water, which will not be corrected upon complaint.
- O. CONSULTING ENGINEERS – FOOTINGS:
 - a. The Owner shall employ a competent Engineer or Engineers registered by Professional Engineers Ontario and approved by the Commissioner of Engineering and Planning or his designate to review the building lot on an individual basis, and to comment on the need for an engineered footing design.

21. FILL PLACEMENT

The Owner agrees that all placement of fill within the Subdivision will be under the supervision of its Consulting Engineers. The fill is to be placed in accordance with plans and specifications to be approved by the Commissioner of Engineering & Planning or his designate. The plans are to include the final presale grades of all lots within the Subdivision.

An addendum to the Geotechnical Investigation dated September 25, 2012 states,

"The ravine crossings and temporary pump station will require imported granular fill that is a suitable free draining material. All fill at these sites should be placed and compacted properly, and the design should limit total settlement to a maximum of 25mm. The subsurface conditions under the pump station are not ideal, thus it is recommended that the foundations be reviewed and engineered by a Professional Engineer."

22. TREE PLANTING

Upon execution of this Agreement, the Owner agrees to pay for the provision of trees at a rate per lot frontage. The amount of the payment for the provision of trees is listed on Schedule "E" hereto. The responsibility for tree planting and maintenance for one (1) year shall be Public Works and Transportation.

23. GRASS LAWNS AND BOULEVARDS

The Owner agrees to obtain a covenant registered on title that the lot Purchaser will plant a grass lawn by seeding or sodding from the front building line to the back of the curb of the abutting street within one (1) year of completing the house construction. In the case of corner lots, the grass lawn is also to be planted along the entire flankage side between the building line and the curb of the lot and gutter.

The Owner further agrees to sod all boulevard areas, which are not abutting the Subdivision building lots.

24. SEDIMENT CONTROL PLAN AND STORM MANAGEMENT PLAN

The Owner agrees to have its Consulting Engineers provide a Sediment Control Plan and Storm Management Plan to the approval of the Commissioner of Engineering & Planning or his designate, and the Conservation Authority, Ministry of the Environment and the Department of Fisheries & Oceans. The Sediment Control Plan is to be carried out and

maintained in place until the time or conditions as agreed upon in the aforesaid plan have been satisfied.

25. ONE FOOT RESERVES

The Owner agrees to deed Blocks 25, 26, 28, 31, and 32 (0.3 m reserves) to the City for the purpose of restricting vehicular access over these blocks.

26. TEMPORARY SEWAGE LIFT STATION

The Owner agrees that the sewage lift station located adjacent to Block 27 is temporary and will be moved to a permanent location as later stages of the Subdivision progress.

27. STORM SEWER OUTLET AND DRY POND

- A. The Owner agrees to provide storm quantity control such that the peak post-construction flows exiting the subdivision do not exceed the peak pre-construction flows in the existing drainage channel and to provide removal of sediment to the satisfaction of the Ministry of the Environment (MOE), Department of Fisheries and Oceans (DFO), Conservation Authority, and the Commissioner of Engineering & Planning or his designate.
- B. The Owner further agrees to carry out the necessary work on City owned property to direct the outlet flow from the Subdivision to a suitable outlet to the satisfaction of the Commissioner of Engineering & Planning or his designate, and the Conservation Authority.
- C. The Owner agrees to meet the MOE design objectives for safety, for the design of the specified storm water management (SWM) works.

28. MAINTENANCE AND MONITORING PRIOR TO ASSUMPTION OF DRY POND

- A. The Owner agrees to provide to the City an operations and maintenance report outlining the requirements for the proper maintenance of the dry pond, to the satisfaction of the Conservation Authority and the City of Sault Ste. Marie. The maintenance schedule shall show:
 - i. maintenance timing for SWM facilities during construction;
 - ii. planting schedule for landscaping of SWM facilities, and;
 - iii. post-construction maintenance considerations.
- B. Operation of the SWM facility prior to the City's assumption, shall be in compliance with the Operational and Maintenance Manual developed by the Subdivider's Consulting Engineering and approved by the Commissioner of the Engineering and Planning and/or his designate, and the Conservation Authority.
- C. Maintenance and monitoring of the SWM facility prior to the City's assumption must be carried out by the Subdivider/Developer to demonstrate the effectiveness of the performance of the SWM facility. The Owner is responsible to ensure that the SWM system is maintained and monitored from the time of construction for a minimum period of three (3) years after the date of approval for maintenance, and until such time as seventy five (75%) percent of the development area has been constructed, or as determined by the Commissioner of Engineering and Planning or his designate.
- D. The developer is responsible to ensure that sediment and erosion control measures are in place and functioning as designed from the start of site development until assumption of the SWM facility.
- E. The Owner is responsible to ensure that SWM facilities are constructed at the proper time and any cleanouts necessary during the construction phase are conducted in a timely manner.
- F. As part of the landscaping plan, the Owner shall identify a permanent sign location in a visible area to inform the public of the function, use and maintenance of the SWM area, as may be required by the Commissioner of Engineering and Planning or his designate, and the Conservation Authority.

maintenance of the SWM area, as may be required by the Commissioner of Engineering and Planning or his designate, and the Conservation Authority.

- G. All landscape materials are to be maintained in a healthy state in accordance with the approved landscape plan until the time of assumption. A final inspection is required by the City prior to assumption of the SWM facility.
- H. Prior to assumption of the facility, the Owner must provide as-built drawings, and must confirm in writing that the SWM facility is in compliance with the Certificate of Approval, and the required design elevations.

29. CENTRALIZED MAILBOX LOCATION

The Owner agrees to:

- (a) Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations, which may be utilized by Canada Post until the curbs, boulevards, and sidewalks are in place in the remainder of the Subdivision.
- (b) Install a concrete pad in accordance with the requirements of, and in location to be approved by, Canada Post to facilitate the placement of Centralized Mail Boxes.
- (c) Identify the pads above on the final engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of Subdivision.
- (d) Determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.

30. LOTS TO BE HELD IN ESCROW

The Parties hereto agree that the City may hold Lots 1 to 24 inclusive in escrow. Notwithstanding the fact that the City holds the lots in escrow, the Owner acknowledges that the lots are still liable to property taxation and further that the Owner shall pay the said taxes.

Prior to the City releasing the lots from escrow the following will have to be completed:

- A. The underground services installed and the road base constructed to the extent that Preliminary Acceptance has been issued.
- B. Financial Guarantee deposited with the City in accordance with *Clause 7* and Schedule "D".

31. PAVED DRIVEWAYS

- A. Where paved driveways are required according to Schedule "A" to the Agreement, one of the following alternative procedures shall be followed:
 - a. Construct the driveway with an adequate base to carry the weight of trucks used during house construction and pave the driveway at the time that the surface course for the Subdivision is completed, or
 - b. Construct the driveway with an adequate base to carry the weight of trucks used during house construction and obtain a covenant registered on title that the lot Purchaser will be responsible for paving the driveway, within six (6) months of completing construction of the house or within six (6) months after the date which the surface course is applied.
- B. The driveway locations are to remain as shown on the Lot Grading Plan, submitted by the Consulting Engineer. Any modifications that may be required to this location must be approved by the Commissioner of Engineering and Planning or his designate, and the PUC prior to release of a building permit(s) for the particular lot(s) in question. Any additional servicing costs that are due to the relocation of the driveway shall be borne by the Purchaser.

32. INDEMNITY

The Owner on behalf of itself, its heirs, executors, administrators, assigns and successors, hereby covenants and agrees to indemnify and save harmless the City from all actions, claims for damages, causes of actions, suites, claims and demand whatsoever, which may arise either directly or indirectly as a result of the performance (or lack thereof) by the Owner of any or all of the several acts or things required to be done by the Owner under the terms and conditions of this Agreement.

33. REGISTRATION COSTS

The Owner acknowledges and agrees that the cost of registering any documents referred to in this Agreement shall be at the Owner's sole expense.

34. ENTIRE AGREEMENT

The Agreement and its Schedules constitute the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous verbal communications, representations, agreements, promises or statements.

IT IS DECLARED AND AGREED THAT this Agreement and the covenants, provisions, conditions and schedules herein shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, or assigns of each of the parties hereto.

"OWNER", when used in the Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein, it shall be construed as including the plural.

IN WITNESS WHEREOF Fox Run Development (Sault) Inc. have hereunto affixed their signature by the hands of its duly authorized officers this 18 day of OCTOBER, 2012.

FOX RUN DEVELOPMENT (SAULT) INC.

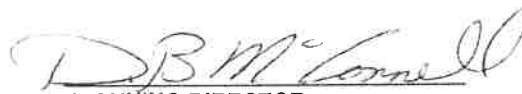
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X

I have the authority to bind the Corporation

IN WITNESS WHEREOF the Corporation of the City of Sault Ste. Marie has hereunto affixed its signature by the hand of its duly authorized officers this 14 day of NOVEMBER, 2012.

**CORPORATION OF THE CITY
SAULT STE. MARIE**



PLANNING DIRECTOR
DONALD B. McCONNELL, R.P.P.

I have the authority to bind the Corporation

SCHEDULE "A" TO THE AGREEMENT

B E T W E E N

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

for the development of the

FOX RUN SUBDIVISION - PHASE I

1. LANDS TO BE SUBDIVIDED

The lands affected by this Agreement are part of Lot 25, Registrar's Compiled Plan H-731, Township of Tarentorus, Part 1, 1R-11473 City of Sault Ste. Marie, District of Algoma, PIN 31511-0201. Phase I includes Lots 1 to 24 inclusive, on the draft Plan of Subdivision prepared by D.S. Urso O.L.S. (File No. U-10409).

2. PUBLIC SERVICES TO BE INSTALLED

A.

Foxborough Trail	From southern boundary of Phase I north to Third Line East	10 m Class 'A' Pavement with 1.5 m sidewalk on west side of Foxborough Trail
Madison Avenue	Foxborough Trail east to the boundary for Phase I.	10 m Class 'A' Pavement with 1.5 m sidewalk on north side of Madison Avenue
Future Road Allowance	From Foxborough Trail west to the boundary for Phase I	Approximately 30m of 10 m Class 'A' Pavement
Tuscany Square	From Foxborough Trail east to the boundary of Phase I	Approximately 30m of 10 m Class 'A' Pavement

B.

Stormwater management area access road	Madison Avenue, easterly approximately 115m	150 mm granular 'A' 450mm granular 'B'
Storm sewer access road	Madison Avenue, easterly approximately 90m	150 mm granular 'A' 450mm granular 'B'

C. Storm and sanitary sewers with appurtenances and laterals to each lot.

D. Outlet storm sewers including dry pond.

E. Rear yard drainage.

F. Sediment control.

G. Concrete pads, and two metre curb depressions for Centralized Mailboxes at locations to be negotiated with Canada Post.

- H. Grass lawns and boulevards by seeding or sodding from the building line to the curb and gutter and along flankages at corner lots along all streets in the Subdivision. (See Clause 23).
- I. Paved driveways between sidewalk and the curb & gutter.
- J. Concrete pads for bus stops at locations listed in Clause 20 (I) of the Subdivision Agreement.
- K. Sanitary Sewer pump station with forcemain to existing Manhole 8, in the Windsor Farms Subdivision.
- L. Grate on inlet of cross-culvert, north side of Third Line.

SCHEDULE "B" TO THE AGREEMENT

B E T W E E N

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

for the development of the

FOX RUN SUBDIVISION – PHASE I

1. ROADWAYS

A. Class "A" Pavements

The lower road base shall have a uniformly compacted thickness or depth of No. 3 ballast nut slag or crushed granite ballast rock of at least 600mm for all of the streets in the Subdivision. The lower road base shall be overlaid with a top course of Granular 'A' gravel to a compacted thickness or depth of at least 150mm. The Granular materials are to conform to the City Standard Specifications. Aggregate shall be supplied from a Ministry of Natural Resources licensed pit or quarry. The road base along with weeping tile drainage shall be constructed throughout the subdivision in accordance with standard drawings approved by the Commissioner of Engineering & Planning or his designate. Geotextile fabric shall be provided to the satisfaction of the Commissioner of Engineering & Planning or his designate between the subgrade and sub-base.

After one winter season has elapsed after the completion of the construction of the road base, the Owner shall construct the City Standard curb and gutter along both sides and pave the surface with 50 mm of HL8. Following a second winter season unless otherwise approved by the Commissioner of Engineering and Planning or his designate, the final course of asphalt shall be applied consisting of 40 mm of HL3. The width of the roadways shall be as listed in the Schedule "A" hereto, measured from back to back of the curb and gutter.

Upon written request to the Commissioner of Engineering and Planning or his designate, an alternate schedule may be considered for paving the first lift of asphalt in the first year. In this instance, the guarantee period shall be modified from thirteen (13) months for the underground work, to two (2) years for the underground work and base course. The top lift of asphalt shall be placed after one (1) winter season has elapsed.

B. Guarantee and Maintenance

The completed roads shall be guaranteed for thirteen (13) months from the date of issue of Preliminary Acceptance for the surface coat of asphalt by the Commissioner of Engineering & Planning or his designate. After issuance of the Preliminary Approval, the roads will be the responsibility of the Owner except for routine maintenance. At the end of the guarantee period, the roads will become the responsibility of the City as covered by the Commissioner of Engineering & Planning or his designate's final certificate.

The Owner hereby agrees to keep the streets within the Subdivision or which are used for access to the said Subdivision Lands in a good and usable condition during the construction of houses or other buildings upon the Subdivision Lands, and to repair such streets during such period as required by the Commissioner of Engineering & Planning or his designate and shall leave the streets in a good and usable condition upon completion of the houses or other buildings upon the Subdivision Lands.

2. **SANITARY SEWERS**

A 250mm local sanitary sewer, or of such size as is required by the Commissioner of Engineering & Planning or his designate, and single laterals extending 3 metres into each lot or blocks in the Subdivision, constructed of polyvinyl chloride (PVC) pipe with watertight joints shall be installed together with such manholes as are indicated on the drawings approved by the Commissioner of Engineering & Planning or his designate. No corrugated plastic sewer pipe will be permitted. Service connections to the main pipe shall be made using factory tees according to Ontario Provincial Standard drawings. Strap-on-saddles will not be accepted.

3. **STORM SEWERS**

A storm sewer of such size as is required by the Commissioner of Engineering & Planning or his designate, polyvinyl chloride (PVC) pipe, concrete pipe or other approved pipe shall be installed together with catch basins, manholes and laterals extending 3 metres into each lot or block in the Subdivision as are indicated on the drawings approved by the Commissioner of Engineering or his designate, and shall include connection to an outlet. Service connections to the main pipe shall be made using factory tees according to Ontario Provincial Standard drawings. Strap-on-saddles will not be accepted.

4. **SERVICE INSTALLATIONS**

Specifications are to be written by a firm of Consulting Engineers and are to be approved by the Commissioner of Engineering & Planning or his designate.

- A. Service installations must be supervised by a firm of professional engineers acceptable to the City and such a firm of engineers may be required to furnish to the City an undertaking in writing setting forth in detail their understanding of the City Specifications and By-laws.
- B. The Contractor selected for the installation of services must be approved by the City.
- C. The Owner shall be responsible for the maintenance and repair of all service connections from the time of installation until such time as the roads, sewers and other public services have been granted final acceptance by the City for each separate phase.

5. **GRASS**

Within one (1) year after a building is erected on a lot shown on Schedule "A", the Owner shall provide on the lot by sodding at the expense of the Owner, a grass lawn extending from the front building line to the rear of the nearest curb of the street on which the building fronts. On corner lots the lawn is to extend along the flankage to opposite the rear lot line.

6. **DRAINAGE OF REAR OF LOTS**

Unless the Commissioner of Engineering and Planning or his designate is satisfied that natural drainage is adequate, the Owner shall provide at its own expense and to the satisfaction of the Commissioner of Engineering & Planning or his designate, adequate facilities for the drainage of surface water from the rear portion of every lot shown on Schedule "A" by installing swales and one or more catch basins connected to the municipal storm drainage system or to conduct such water to an adjacent watercourse, as the Commissioner of Engineering & Planning or his designate determines.

7. **TEMPORARY TURNAROUND**

Madison Avenue and Tuscany Square will be used as temporary turnarounds and will remain as temporary turnarounds until such time as Madison Avenue and Tuscany Square are extended easterly, and a sufficient method of turnaround and snow storage is established.

8. **SIDEWALKS**

A concrete sidewalk 1,500mm wide located as indicated on Schedule "A" hereto is to be constructed to the specifications and grades approved by the Commissioner of Engineering & Planning or his designate.

The concrete sidewalk is to be constructed after one full winter season of consolidation of sewer and water service trenches or upon the Commissioner of Engineering & Planning or his designate giving sixty (60) days written notice by prepaid mail made to the Owner, requiring the sidewalks to be constructed. The completed sidewalk shall be guaranteed for thirteen (13) months from the date of completion by the Owner.

SCHEDULE "C" TO THE AGREEMENT"

B E T W E E N:

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

for the development of the

FOX RUN SUBDIVISION – PHASE I

LIST OF DOCUMENTS TO BE REGISTERED BY THE OWNER

1. Transfer in favour of the City for a drainage easement, over Part 1, Part 2, and Part 3, Draft 1-R Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409-1R).
2. Transfer in favour of the City for a turnaround easement over Part 1, Draft 1-R Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409-1R2).
3. Transfer in favour of the City for a turnaround and access easement over Part Part 2, Draft 1-R Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409-1R2).
4. Transfer in favour of the City for 0.3 metre (one foot) reserve(s) – Block 25, Block 26, Block 28, Block 31, and Block 32 Draft 1-M Plan as prepared by D.S. Urso, O.L.S. (File No. U-10409).
5. Transfer in favour of the City for Block 27.
6. Transfer in favour of the City for Block 29.
7. Notice of Yard Drainage Agreement pursuant to s.71 of the Land Titles Act.
8. Notice of Subdivision Agreement pursuant to s.71 of the Land Titles Act.

The Owner shall be responsible for the registration and registration costs of these documents.

SCHEDULE "D" TO THE AGREEMENT

B E T W E E N:

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

for the development of the

FOX RUN SUBDIVISION – PHASE I

SUMMARY OF BONDING REQUIREMENTS

1. BONDING REQUIREMENTS

- A. Upon execution of this Agreement 15%
of the cost of the underground services
required by this Agreement. \$225,000.00

**TOTAL BONDING REQUIREMENTS FOR
PRIMARY SERVICING (A) \$225,000.00**

2. PRIOR TO ISSUANCE OF BUILDING PERMITS

- A. 100% of the estimated construction cost of
all uncompleted work, as listed on Schedule
"A" hereto \$330,000.00
- B. Plus allowance for engineering, supervision
and contingencies. \$50,000.00
- C. Plus 10% of the value of underground services \$150,000.00

TOTAL BONDING REQUIREMENTS (B) \$530,000.00

SCHEDULE "E" TO THE AGREEMENT

B E T W E E N:

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

for the development of the

FOX RUN SUBDIVISION – PHASE I

CASH REQUIREMENT SUMMARY

1) Payment for street name signs, traffic control signs, and SWM signage.	\$3,900.00
2) Payment for cleaning storm and sanitary sewers and inspections with T.V. camera	\$4,850.00
3) Provision of Trees	\$10,145.00
4) Cash in Lieu of Parkland (including fee)	\$16,300.00
TOTAL AMOUNT	\$35,195.00

All of above amounts shall be submitted as separate cheques.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-183

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 3876 Queen Street East (Guindon).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. 3876 QUEEN STREET EAST; LOCATED ON THE NORTH SIDE OF QUEEN STREET EAST APPROXIMATELY 250M EAST OF ITS INTERSECTION WITH DACEY ROAD AND IN VERY CLOSE PROXIMITY TO THE INTERSECTION OF QUEEN STREET EAST AND ROYAL YORK BOULEVARD; VARIOUS ZONING CHANGES

The zone designations on the lands having civic address 3876 Queen Street East shown as "Subject Property" on the map attached to this by-law, which property is shown on Map 65 & 1-40 of Schedule "A" to By-law 2005-150 and are shown outlined and marked as Lots "1", "2", "3", "4" and "5" and Block "6" on Appendix "A" to this by-law are amended as follows:

(a) LOT "1"

The zone designation on the land designated as Lot "1" on Appendix "A" to this by-law is changed from R2 (Single Detached Residential) zone to R4 (Medium Density Residential) zone.

(b) LOTS "2", "3", "4", "5"

The zone designations on the lands designated as Lots "2", "3", "4" and "5" on Appendix "A" to this by-law are changed from R2 (Single Detached Residential) zone to R3 (Low Density Residential) zone.

(c) BLOCK "6"

The zone designation on the land designated as Block "6" on Appendix "A" to this by-law is changed from R2 (Single Detached Residential) zone to PR (Parks and Recreation) zone.

2. SCHEDULE "A"

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

3. **APPENDIX “A”**

Appendix “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

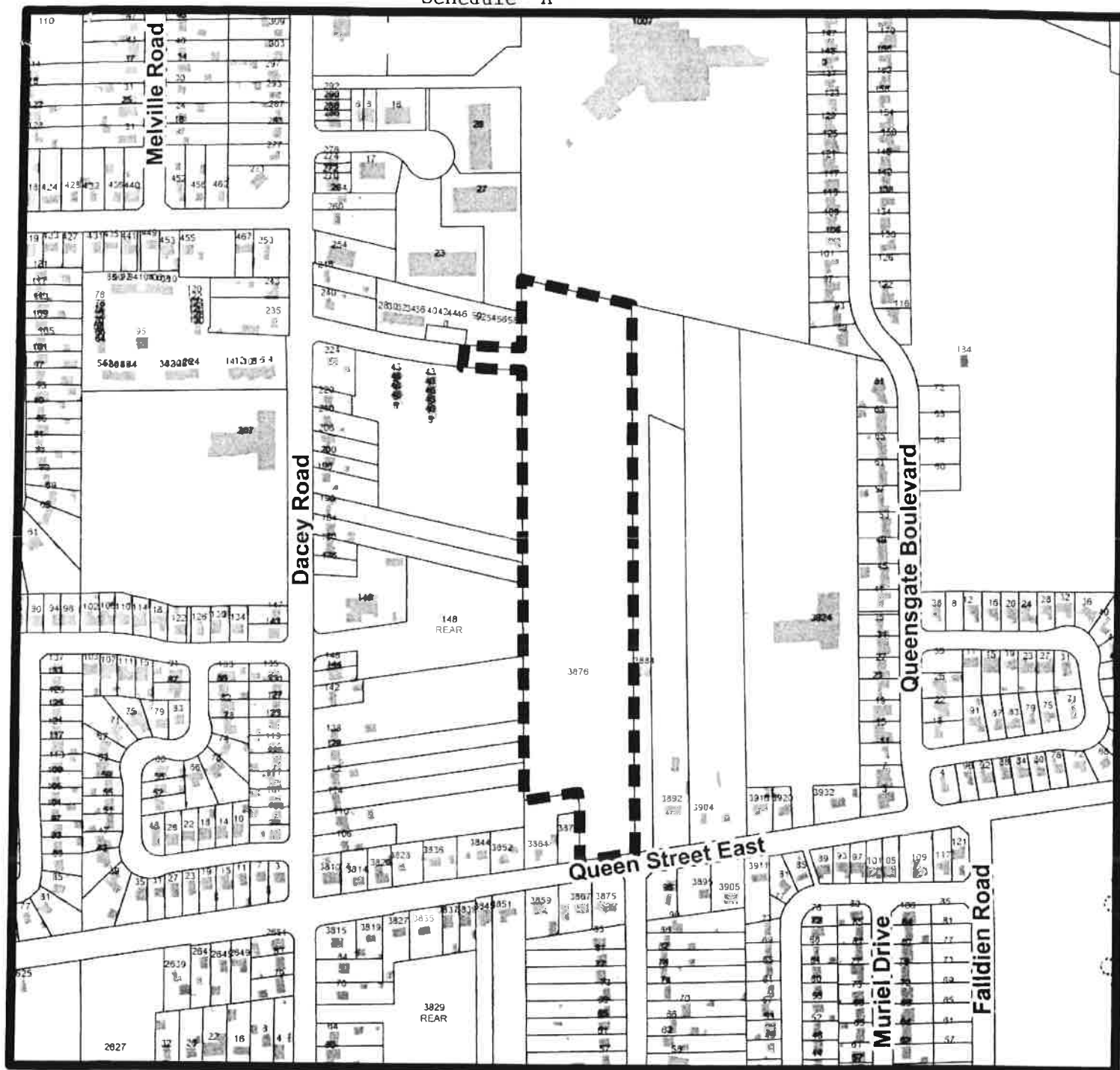
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 11th day of September, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

mw \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2017\2017-183 (Z) 3876 Queen Street East\2017-183 - Zoning.docx



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

MAIL LABEL
A-9-17-Z

Legend

 Subject Property = 387 Queen Street East

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-184

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 120 Simpson Street (Estabrooks).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **120 SIMPSON STREET; LOCATED ON THE EAST SIDE OF SIMPSON STREET APPROXIMATELY 21M NORTH OF ITS INTERSECTION WITH QUEEN STREET EAST; CHANGE FROM R2 TO R2.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 9 & 1-4 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(371) and heading as follows:

"2(371) 120 Simpson Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the east side of Simpson Street, approximately 21m north of its intersection with Queen Street East and having civic number 120 Simpson Street and outlined and marked "Subject Property" on the map attached as Schedule 371 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception" to permit, in addition to those uses permitted in an R2 zone, 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 spaced 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 the parking be prohibited within the front yard area, beyond the extent of the single driveway."

3. **SCHEDULE “A”**

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

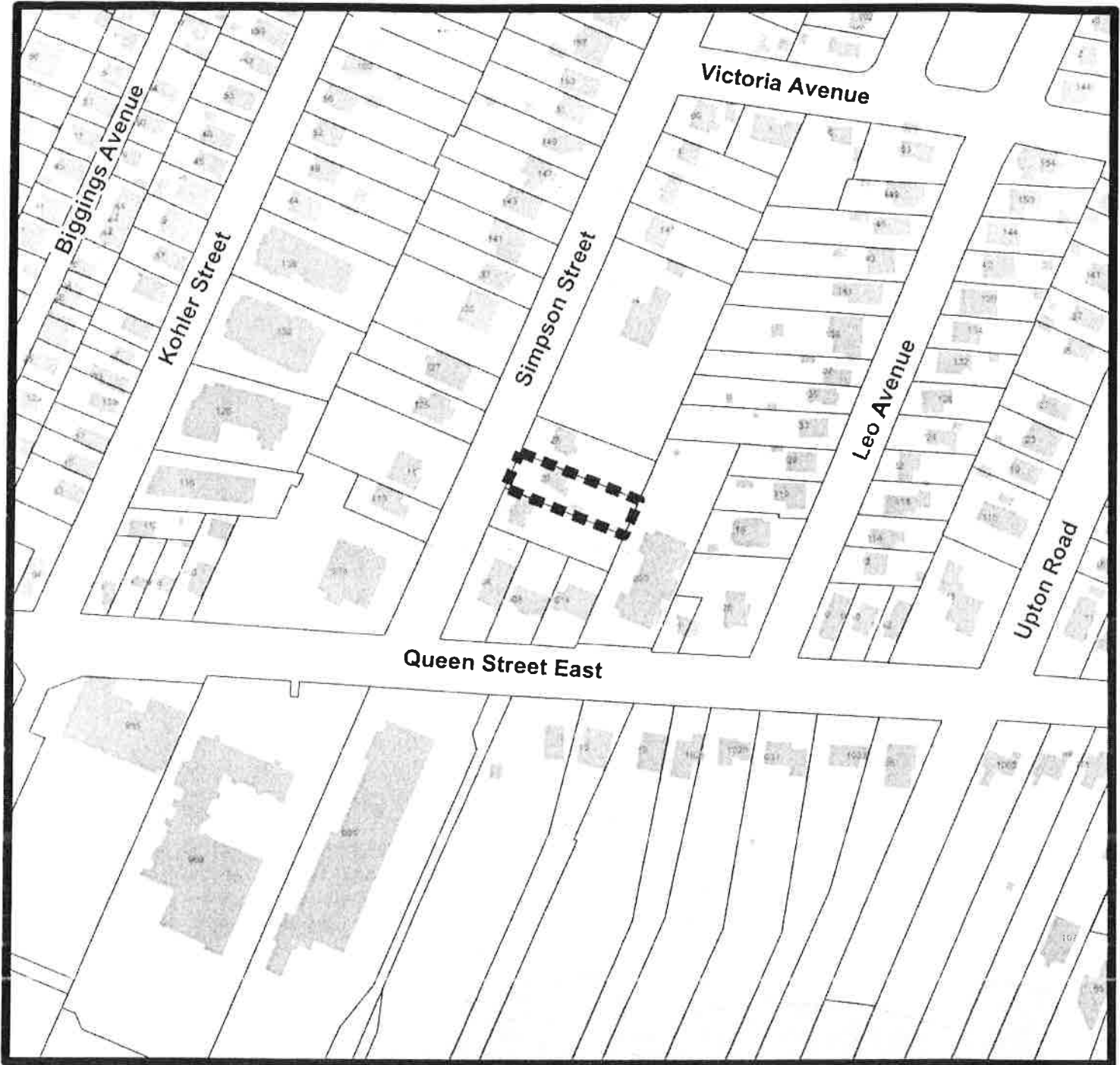
4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 11th day of September, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-185

AGREEMENT: (C3.14) A by-law to authorize the execution of the Second Amendment to Service and Usage Agreement between the City and Patron Solutions, L.P. d/b/a New Era Tickets to extend the ticketing and marketing system services for the Essar Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated June 20, 2016 between the City and Patron Solutions, L.P. d/b/a New Era Tickets, a copy of which is attached as Schedule "A" hereto. This Agreement is to extend the ticketing and marketing system services for the Essar Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of September, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

September 5, 2017

The Corporation of the City of Sault Ste. Marie – Essar Centre
269 Queen Street East
Sault Ste. Marie, ON
P6A 1Y9

Attn: Christian Provenzano, Mayor & Rachel Tyczinski, Deputy City Clerk

RE: Second Amendment to Service and Usage Agreement

Dear Mr. Provenzano & Ms. Tyczinski:

Reference is hereby made to the Service and Usage Agreement, which commenced August 15, 2007, and the First Amendment to the Service Usage Agreement effective June 12, 2012 (collectively, the “Agreement”) between The Corporation of the City of Sault Ste. Marie – Essar Centre (“Customer”), and Patron Solutions, L.P. (“NE”).

This letter will confirm our agreement to amend the Agreement, by adding or modifying the following terms to the Agreement, effective upon execution hereof by both parties (such amendment shall be referred to hereinafter as the “Second Amendment”). All initially capitalized terms utilized and not otherwise defined in the Second Amendment shall have the meanings afforded to them in the Agreement.

1. The parties agree to extend the Term for approximately Five (5) years (which extension will commence August 15, 2017) so that the Term shall expire on August 15, 2022. Accordingly, all references in the Agreement to the “Term” of the Agreement shall refer to the Term as extended hereby.
2. NE will replace the originally installed Hardware and/or supplies with the Hardware and/or Supplies as listed on Exhibit A attached hereto, at one mutually agreed upon time prior to October 31, 2017. Notwithstanding anything contained in the Agreement to the contrary, upon the expiration of the Agreement, and provided all terms and conditions of this Agreement have been met, including but not limited to attainment of Annual Ticket Sales Minimums (as set forth on the second page of this Agreement), title to the Hardware installed pursuant to this Second Amendment shall be conveyed to Customer for One Dollar (\$1.00), free of all claims or liens.
3. The parties agree that, effective as of September 1, 2017, fees for Online Combo sales and renewals as set forth in the eVenue Services section of the Agreement shall be \$4.00 per order.
4. All references to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.

If the foregoing accurately sets forth our understanding, please sign this letter in the spaces indicated and return a fully-signed copy for our file.

AGREED AND ACKNOWLEDGED:

The Corporation of the City of Sault Ste. Marie – Essar Centre
THE CORPORATION OF THE CITY OF SAULT STE. MARIE – ESSAR CENTRE

By: _____

Name: Christian Provenzano

Title: Mayor

By: _____

Name: Rachel Tyczinski

Title: Deputy City Clerk

PATRON SOLUTIONS, L.P

By: _____

Name: Kimberly Damron

Title: President & COO

EXHIBIT A

Access Management		
Qty	Description	Ext Price
Hardware		
12	Handheld scanner kits	\$ 15,786
12	Janam XM Mobile Computer w/ABG Radio, 2D, Crosshairs, 2X Battery	
6	3760mAh 3.7V Extended Battery	
4	4-Slot Charge - only Cradle Kit	
	- includes power supply & line cord	
	- communication cable available as add-on	
1	Janam Six-Bay battery charging station (holds 6 batteries)	
	- includes power supply & DC power connector	
12	Lanyard/Neck strap	
8	BOCA Printers	\$ 14,656
0	Access Point kits	\$ -
1	Access server	\$ 4,500
	Hardware subtotal	<u>\$ 34,942</u>
Software		
	Access Management software licenses	
12	AM Handheld software license fee (Replacement HHS)	\$ -
1	Microsoft SQL Express Server License	\$ -
0	AntiVirus Software (Provided by Customer)	\$ -
12	Microsoft Windows Device CAL	\$ 420
	Software subtotal	<u>\$ 420</u>
Professional Services		
1	Configuration & Testing	\$ 4,800
	Professional Services subtotal	<u>\$ 4,800</u>
	Subtotal Implementation	<u>\$ 40,162</u>
	Discount	\$ (40,162)
	Total	<u>\$ -</u>
* Notes:	- Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred. - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning. - For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery. - Scope of work is completed in phases for multi-venue/multi-activity implementations. - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability. - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc. - Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity. - Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-186

AGREEMENT: (S3.1(1)) A by-law to authorize the execution of Addendum Number 1, being an amendment to the Land Ambulance Service Contract between the City and District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB).

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 Addendum Number 1, being an amendment to the Land Ambulance Service Contract dated September 27, 2016 between the City and District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB), a copy of which is attached as Schedule "A" hereto. This amendment is for the addition of Garden River First Nation and Batchewana First Nation of Ojibways to the service area.

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 11th day of September, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

ADDENDUM NUMBER 1 TO
LAND AMBULANCE SERVICE CONTRACT

BETWEEN:

**DISTRICT OF SAULT STE.MARIE SOCIAL SERVICES
ADMINISTRATION BOARD**

hereinafter referred to as “the DSSMSSAB”

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as “the Operator”

WHEREAS THE DSSMSSAB AND THE OPERATOR have entered into a LAND AMBULANCE SERVICE CONTRACT dated September 27, 2016 for the provision of land ambulance services throughout the geographic area of The District of Sault Ste. Marie;

AND WHEREAS SECTION 35 of the Land Ambulance Service Contract provides that “The parties may, at any time during the term of this Contract, agree to amend this Contract”.

AND WHEREAS the DSSMSSAB and the Operator have agreed to amend the Land Ambulance Service Contract to add GARDEN RIVER FIRST NATION and BATCHEWANA FIRST NATION OF OJIBWAYS to the service area.

NOW THEREFORE THIS AMENDMENT WITNESSETH that in consideration of the mutual covenants and agreements, and subject to the terms and conditions set forth in the Land Ambulance Service Agreement, the parties agree as follows:

Paragraph (p) of SECTION 1 – DEFINITIONS is deleted and replaced by the following:

p) “Service Area” means the geographic area under the jurisdiction of the DSSMSSAB, the Garden River First Nation, and the Batchewana First Nation of the Ojibways.

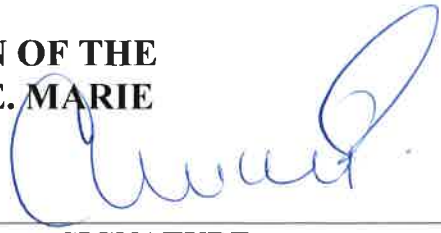
The Parties have executed this Amendment on the date set out below.

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**

Witness

Date

SIGNATURE


Christian Provenzano, Mayor
NAME & TITLE (PLEASE PRINT)

Witness

Date

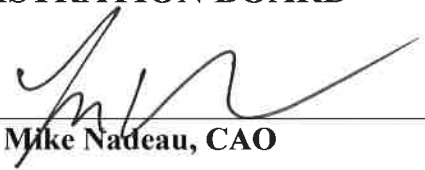
SIGNATURE

NAME & TITLE (PLEASE PRINT)

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD**

Witness

Aug. 23/17
Date


Mike Nadeau, CAO


Witness

Aug 23, 2017
Date

Janet Gawne
Janet Gawne, Board Chair

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-187

STREET ASSUMPTION: (PR7.1) A by-law to assume for public use and establish as a public street that portion of Wawanosh Avenue abutting civic 63 Wawanosh Avenue, Plan H516, Highland Park Subdivision.

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 described as PART PIN 31556-0167 (LT) Wawanosh Avenue, abutting Civic 63 Wawanosh Avenue leaving a 20.12m road allowance on Wawanosh Avenue, Plan H516, Highland Park Subdivision.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of September, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-187 ASSUMPTION PART WAWANOSH AVENUE ABUTTING 63 WAWANOSH.DOC

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2017-188

STREET CLOSING & CONVEYANCE: (PR7.1) A by-law to stop up, close and authorize the conveyance of a portion of Wawanosh Avenue in the Highland Park Subdivision, Plan H516.

WHEREAS the street described as part PIN 31556-0167 (LT) that portion of Wawanosh Avenue, abutting Civic 63 Wawanosh Avenue leaving a 20.12m road allowance in the Highland Park Subdivision, Plan H516 was established as a public street and assumed for public use by By-law 2017-187;

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 part PIN 31556-0167 (LT) that portion of Wawanosh Avenue, abutting Civic 63 Wawanosh Avenue leaving a 20.12m road allowance in the Highland Park Subdivision, Plan H516, 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 11th day of September, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.

