



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

Monday, December 11, 2017

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	20 - 36
Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
Resolved that the Minutes of the Regular Council Meeting of 2017 11 20 and Budget Meeting of 2017 12 04 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. Krmpotich Seconder Councillor P. Christian	
Resolved that the Agenda for 2017 12 11 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 <i>Construction Employer Cost Benefit</i>	
Karen Renkema, Senior Manager, Public Affairs, Progressive Contractors Association of Canada; and	
Ian DeWaard, Ontario Director, Christian Labour Association of Canada	

- 6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA**
- Mover Councillor O. Grandinetti
Seconder Councillor S. Butland
- Resolved that all the items listed under date 2017 12 11 – Agenda item 6 – Consent Agenda be approved as recommended.
- 6.1 Port of Algoma Agreements – Amendments 37 - 38**
- A report of the Chief Administrative Officer is attached for the consideration of Council.
- Mover Councillor O. Grandinetti
Seconder Councillor P. Christian
- Resolved that the report of the Chief Administrative Officer dated 2017 12 11 regarding an amendment to the FedNor and NOHFC Port of Algoma contribution agreements be approved and the end date be extended from December 31, 2017 to June 28, 2019.
- 6.2 Code of Conduct – Council and Local Boards 39 - 52**
- A report of the Deputy CAO/City Clerk – Corporate Services is attached for the consideration of Council.
- The relevant By-law 2017-242 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.3 2018 Corporate Memberships 53 - 54**
- A report of the Deputy City Clerk is attached for the consideration of Council.
- Mover Councillor J. Krmpotich
Seconder Councillor S. Butland
- Resolved that the report of the Deputy City Clerk dated 2017 12 11 concerning 2018 corporate membership fees be received and that payment of 2018 memberships be approved.
- 6.4 2018 Borrowing By-laws 55 - 56**
- A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.
- The relevant By-laws 2017-237 and 2017-238 are listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.5 Property Tax Appeals 57 - 59**
- A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2017 12 11 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

6.6 RFP – Security Services – Civic Centre 60 - 61

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2017 12 11 be received and that the proposal submitted by Commissionaires Ottawa to provide Security Services for the Civic Centre, as required by the Building Services Division of the Public Works and Engineering Services be approved.

The contract will commence January 1, 2018 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

6.7 Sault Summit 62 - 65

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 12 11 regarding the development of a “Sault Summit” event and web platform be received and that Council authorize staff to invest up to \$20,000 in the delivery of this event and the associated web platform.

6.8 Heritage Property Tax Rebate Program 66 - 67

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

Mover Councillor J. Krmpotich
Seconder Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated 2017 12 11 concerning Heritage Property Tax Rebate Program be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 83 Huron Street be enrolled in the Heritage Property Tax Rebate Program be approved.

- 6.9 Designated Heritage Property Tax Rebates 68 - 70**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor O. Grandinetti
Seconder Councillor P. Christian
- Resolved that the report of the Manager of Recreation and Culture dated 2017 12 11 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that designated heritage property tax rebates for the 2016 tax year be paid to the qualified owners of designated heritage properties enrolled in the program be approved.
- 6.10 Sault Ste. Marie Insectarium (Entomica) EDF Application 71 - 81**
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- Mover Councillor J. Krmpotich
Seconder Councillor S. Butland
- Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding in the amount of \$78,000 from the Economic Development Fund be approved.
- 6.11 Biosolids Management Engineering Services 82 - 83**
- A report of the Land Development and Environmental Engineer is attached for the consideration of Council.
- Mover Councillor O. Grandinetti
Seconder Councillor S. Butland
- Resolved that the report of the Land Development and Environmental Engineer dated 2017 11 20 concerning the biosolids management facility engineering services be received and that AECOM be retained.
- An Engineering Agreement will be brought forward at a future Council meeting.
- 6.12 Asphalt Paving Restrictions 84 - 86**
- A report of the Director of Engineering is attached for the information of Council.
- Mover Councillor J. Krmpotich
Seconder Councillor P. Christian
- Resolved that the report of the Director of Engineering dated 2017 12 11 concerning restrictions to timing of asphalt paving be received as information.

6.13	Emergency Management Program and Emergency Response Plan A report of the Emergency Management Coordinator is attached for the consideration of Council. The relevant By-law 2017-236 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	87 - 88
6.13.1	Supplementary Report	89 - 90
6.14	AG28 – United Way – Insurance Provision A report of the Solicitor/Prosecutor is attached for the consideration of Council. The relevant By-law 2017-235 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	91 - 92
6.15	Property Required for Bridge Plaza Redevelopment A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council. The relevant By-laws 2017-247, 2017-248 (being by-laws to assume, close and convey to the Federal Bridge Corporation Limited part of a lane and part of a street in the Hudson Bay Subdivision) 2017-249, 2017-250, and 2017-251 (being by-laws to declare the subject properties as surplus to the City's needs and to authorize the disposition of the properties in accordance with the City's policy for the disposition of lands to the Federal Bridge Corporation Limited) are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	93 - 101
6.16	Agreements for Fox Run Subdivision A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council. The relevant By-laws 2017-239 and 2017-240 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	102 - 106
6.17	Licence to Occupy City Property – International Bridge Lands A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council. The relevant By-law 2017-252 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	107 - 109
6.18	Last Minute Late Night Event – Licence to Occupy A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	110 - 112

The relevant By-laws 2017-223 and 2017-246 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19 Acquisition 1' Reserves (Part 1 1R11996 Chatfield Drive and Part 2 1R11996 Balsam Lane) 113 - 115

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

The relevant By-law 2017-224 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Construction Employer Cost Benefit 116 - 121

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that the report of the Director of Human Resources dated 2017 11 06 concerning Construction Employer Cost Benefit be received as information.

7.1.1.1 *Additional Resolution*

Mover Councillor M. Shoemaker
Seconder Councillor O. Grandinetti

Whereas the Ontario Labour Relations Board (OLRB) decision to designate the City of Sault Ste. Marie as a construction employer in 1987 has meant that a monopoly on City construction work is held by two specific unions, to the exclusion of all other unionized and non-unionized businesses; and

Whereas the Essex School Board was faced with the same type of monopoly for construction projects under their directions; and

Whereas the Essex School Board successfully changed their practices and challenged their designation as a Construction Employer before the OLRB; and

Whereas the fastest and most cost-effective solution to the Construction Employer designation would be a change in legislation, as has been proposed by Kitchener MPP Michael Harris; and

Whereas governments from all three parties have been in power since Sault Ste. Marie was designated a construction employer and none of them have made the requisite legislative change; and

Whereas it is expected to cost between \$600,000 and \$800,000 to change our construction practices and challenge our Construction Employer designation; and

Whereas the savings from not being designated a Construction Employer are expected to be between \$400,000 and \$15,000,000; and

Now Therefore Be It Resolved that staff prepare for and budget for the necessary changes to the City's practices for implementation in the 2019 budget year, and

Be It Further Resolved that once implemented, staff provide a yearly status report to Council on the progress being made, and a final report seeking direction when the City is in a position to commence a challenge of their Construction Employer designation in front of the OLRB.

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-11-17-Z.OP and 57T-17-502 – 418 Fourth Line West

122 - 142

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

Mover Councillor O. Grandinetti
Seconder Councillor P. Christian

Resolved that the Report of the Senior Planner, dated 2017 12 11 concerning Rezoning/Official Plan Amendment Application A-11-17-Z.OP and Draft Plan of Condominium Application 57T-17-502 be received and that Council defer this application to February 20, 2018.

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 Downtown Safety Strategy

Mover Councillor S. Hollingsworth
Seconder Councillor S. Myers

Whereas City Council is investing significantly in supporting the Downtown Development Strategy; and

Whereas creating a safe community is important across the community and in particular should be given the utmost consideration and inclusion in the Downtown Development Strategy; and

Whereas development of options that increase the feeling of safety in the downtown area at all hours will have a positive economic effect as people may remain in the area longer;

Now Therefore Be It Resolved that a downtown safety strategy be identified and included as part of the Downtown Development Strategy; and

Further Be It Resolved that such a strategy be developed in consultation with the Sault Ste. Marie Police Service, the Downtown Association, and other related community groups seeking to increase public safety.

8.2 Pedestrian Crossing – Queen and Lake Streets

143 - 147

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Whereas in 2001 and in 2007 City Council received reports regarding options to provide a safer means for pedestrian crossing of Queen Street at Lake Street to access Bellevue Park; and

Whereas the report to City Council dated September 24, 2007 states “Since warrants do not justify any additional traffic control devices, staff have been investigating the use of “refuge islands” in the vicinity of the Queen/Lake Street intersection as well as the area of Bellevue Park. These islands are placed at locations where pedestrians can cross a lane of traffic onto the island and wait until a gap in the traffic allows them to cross the remaining lane. They are normally located in a centre turning lane. It is felt that the island would give protection to the pedestrian due to that fact that the island is not located in a traveled lane”; and

Whereas the report further states that “This proposal will require the changing of the lane configuration along Queen Street from four (4) lanes to three (3) lanes. The initiative is being put forward since Public Works staff is aware that the Cycling Master Plan has placed, as one of its top priorities, the establishing of a cycling route on Queen Street East starting east of Pim Street. This will require the changing of Queen Street to a three lane configuration. Public Works staff supports this initiative due to the fact that the three (3) lane configuration will help to solve turning movements at the Pine/Queen Street intersection as well as provide a lane set up that allows the installation of “refuge islands”; and

Whereas changing Queen Street from four lanes to three lanes has been completed;

Now Therefore Be It Resolved that staff be requested to report back to City Council regarding the installation of a “refuge island” at Queen and Lake Street or any other recommendations around creating a safer option for pedestrian crossing in this area.

8.3 Related City Employees

Mover Councillor O. Grandinetti
Seconder Councillor M. Shoemaker

Whereas a perception exists locally that family members of existing staff are given preference for City positions; and

Whereas such a perception negatively affects the trust of residents in the operations of the City; and

Whereas a City policy already exists that regulates nepotism in the City's hiring practices; and

Whereas full transparency of the facts is the best way to counter this perception;

Now Therefore Be It Resolved that once yearly staff report to Council on how many of the City's employees across all departments are related to one another without the use of names of those employees, but simply by providing numbers and percentages for Council's information.

8.4 Essar Centre Box Seats

Mover Councillor M. Shoemaker
Seconder Councillor O. Grandinetti

Whereas the Essar Centre box seats have been sold out since the Essar Centre was built in 2006; and

Whereas when the Essar Centre was built, additional box seats were framed in, but were not completed; and

Whereas there is a waiting list for additional boxes if they are completed; and

Whereas there is an opportunity with greater seating capacity to attract more sports or entertainment events; and

Whereas funding may be available through provincial or federal programs to assist with the cost of completing the already-framed-in box seats;

Now Therefore Be It Resolved that staff be requested to bring forward a plan to develop the additional box seats at the Essar Centre as well as investigate what other potential sources of funding may be available.

8.5 Skating Trails

Mover Councillor O. Grandinetti
Seconder Councillor M. Shoemaker

Whereas many municipalities across Canada have developed skating trails as a new way to keep residents active in the winter months; and

Whereas a healthy population is a happy and productive population, with lower rates of medical issues and common health problems; and

Whereas Toronto, Winnipeg, Hamilton, Edmonton, Huntsville and Whitehorse have developed skating trails, either on rivers or on land, ranging from one to eleven kilometres in length;

Now Therefore Be It Resolved that City staff be requested, in consultation with the Parks and Recreation Advisory Committee, to explore opportunities for development of a skating trail within the City.

8.6 Sault Smart Grid Project – Natural Resources Canada Funding

Mover Councillor S. Butland
Seconder Councillor S. Hollingsworth

Whereas at the November 20, 2017 Council Meeting, Council received a report on Utility Distribution Microgrids; and

Whereas said report outlined the potential socio-economic and development benefits to the community of a local microgrid project; and

Whereas Natural Resources Canada (NRCan) has funding available for microgrid projects under the Green Energy Funding umbrella and the PUC is preparing an application for funding of \$9.2 M from this funding umbrella,

Now Therefore Be It Resolved that City Council support the application of PUC Inc. for funding from the NRCan Green Energy Fund for the Sault Smart Grid project ; and

Further that Council authorizes Mayor Provenzano to provide a letter of support to NRCan endorsing this funding application.

8.7 Budget Options

Mover Councillor M. Shoemaker
Seconder Councillor P. Christian

Be It Resolved that the five City departments being Public Works and Engineering, Emergency Services, Legal Department, Corporate Services and Community Development and Enterprise Services be directed to present to City Council 2019 preliminary budgets with a 0% increase over their 2018 approved budgets, including a list of cost savings options for Council to consider in achieving that 0% budget change; and

Further that each City department provide a further list of cost savings options for Council's consideration to achieve a 1% overall reduction from their respective 2018 approved budgets.

8.7.1 Additional resolution

Mover Councillor M. Shoemaker
Seconder Councillor P. Christian

Whereas a May 8, 2017 motion at City Council requested a list from City staff on options to achieve a 0% budget increase and a 1% budget reduction in 2018; and

Whereas such a list was not provided by staff despite a clear Council directive;

Now Therefore Be It Resolved that the five City Departments being: Public Works and Engineering, Fire Services, Legal Department, Corporate Services and Community Development and Enterprise Services be directed to present to City Council in the first quarter of 2018 a specific list of all discretionary spending for Council to consider possible savings options during budget deliberations.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that all By-laws under item 11 of the Agenda under date 2017 12 11 be approved.

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

11.1.1 By-law 2017-222 (Walk of Fame) 148 - 149

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-222 being a by-law to amend By-law 2002-193 be passed in open Council this 11th day of December, 2017.

11.1.2 By-law 2017-223 (Agreement) Licence to Occupy for Last Minute Late Night Event 150 - 158

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-223 being a by-law to authorize the execution of the Agreement between the City and the Queenstown Association o/a Downtown Association to permit event programming to take place on the March Street Stage on Friday, December 15, 2017 for the Last Minute Late Night Event be passed in open Council this 11th day of December, 2017.

11.1.3 By-law 2017-224 (Property Acquisition) 1' Reserves Chatfield Drive and Balsam Lane 159 - 161

A report from the City Solicitor is on the Agenda.

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-224 being a by-law to authorize the acquisition of property being 1' reserves abutting Chatfield Drive and Balsam Lane (Ficmar Developments Inc.) be passed in open Council this 11th day of December, 2017.

11.1.4 By-law 2017-225 (Building) Amend 2008-148 162 - 166

Council Report was passed by Council Resolution on November 20, 2017.

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-225 being a by-law to amend Schedule "A" to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) and to repeal By-laws 2013-10, 2013-224, 2015-32 and 2016-211 be passed in open Council this 11th day of December, 2017.

11.1.5 By-law 2017-226 (Regulations) Licensing Pawnbrokers 167 - 167

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

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-226 being a by-law to amend By-law 2003-52 (Licensing Pawnbrokers) be passed in open Council this 11th day of December, 2017.

11.1.6 By-law 2017-227 (Licensing) Amend By-law 2003-51 (Food Vendors) 168 - 168

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

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-227 being a by-law to amend By-law 2003-51 (a by-law to license, regulate and govern vehicles from which refreshments are sold for consumption by the public) be passed in open Council this 11th day of December, 2017.

11.1.7 By-law 2017-228 (Agreement) 1181163 Ontario Ltd. o/a Municipal Waste & Recycling Consultants 169 - 171

Council Report was passed by Council resolution on September 25, 2017.

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-228 being a by-law to authorize the execution of

the Agreement between the City and 1181163 Ontario Ltd. o/a Municipal Waste & Recycling Consultants for the Residential Waste Collection Services Contract Addendum No. 1 to Original Agreement Dated June 11, 2010 for the provision of curbside refuse collection be passed in open Council this 11th day of December, 2017.

- 11.1.8 By-law 2017-229 (Regulations) Amend By-law 2002-165 (Adult Entertainment Parlours)** 172 - 172
- Council Report was passed by Council resolution on November 20, 2017.
- Mover Councillor O. Grandinetti
Secondar Councillor S. Butland
- Resolved that By-law 2017-229 being a by-law to amend By-law 2002-165 (Adult Entertainment Parlours) be passed in open Council this 11th day of December, 2017.
- 11.1.9 By-law 2017-230 (Licencing) Amend by-law 2017-230 (Licencing Plumbers)** 173 - 173
- Council Report was passed by Council resolution on November 20, 2017.
- Mover Councillor O. Grandinetti
Secondar Councillor S. Butland
- Resolved that By-law 2017-230 being a by-law to amend By-law 2003-54 (Licencing Plumbers) be passed in open Council this 11th day of December 2017.
- 11.1.10 By-law 2017-231 (Licensing) Amend By-law 2003-50 (Amusement Arcades)** 174 - 174
- Council Report was passed by Council resolution on November 20, 2017
- Mover Councillor O. Grandinetti
Secondar Councillor S. Butland
- Resolved that By-law 2017-231 being a by-law to amend By-law 2003-50 (License Amusement Arcades) be passed in open Council this 11th day of December, 2017.
- 11.1.11 By-law 2017-232 (Licencing) Amend By-law 2003-53 (Licencing Peddlers)** 175 - 175
- Council Report was passed by Council resolution on November 20, 2017.
- Mover Councillor O. Grandinetti
Secondar Councillor S. Butland
- Resolved that By-law 2017-232 being a by-law to amend By-law 2003-53 (Licencing Peddlers) be passed in open Council this 11th day of December 2017.
- 11.1.12 By-law 2017-233 (Fees) Amend By-law 2010-87 (Committee of Adjustment)** 176 - 177

Council Report was passed by Council on November 20, 2017.

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-233 being a by-law to amend By-law 2010-87 (Minor Variance Fees for Commercial, Industrial or Institutional Zoned Applications Committee of Adjustment) be passed in open Council this 11th day of December, 2017.

11.1.13 By-law 2017-234 (Streets) Amend By-law 2008-131 178 - 178

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

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-234 being a by-law to amend Streets By-law 2008-131 be passed in open Council this 11th day of December, 2017.

11.1.14 By-law 2017-235 (Agreement) United Way Insurance Provision 179 - 181

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

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-235 being a by-law to authorize the execution of the Agreement between the City and the United Way of Sault Ste. Marie to incorporate an insurance provision into the existing Licence to Occupy Agreement.

11.1.15 By-law 2017-236 (Emergency Management Program and Emergency Response Plan) 182 - 257

A report from the Emergency Management Coordinator is on the Agenda.

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-236 being a by-law to adopt an Emergency Management Program and Emergency Response Plan and to meet other Requirements under the *Emergency Management and Civil Protection Act* be passed in open Council this 11th day of December, 2017.

11.1.16 By-law 2017-237 (Financing) Borrowing – Current Expenditures 258 - 259

A report from the Chief Financial Officer and Treasurer is on the Agenda.

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-237 being a by-law to to authorize the borrowing

of \$10,000,000 to meet current expenditures until taxes are collected be passed in open Council this 11th day of December 2017.

11.1.17 By-law 2017-238 (Financing) Borrowing – Capital Expenditures 260 - 261

A report from the Chief Financial Officer and Treasurer is on the Agenda.

Mover Councillor O. Grandinetti
Secunder Councillor S. Butland

Resolved that By-law 2017-238 being a by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in open Council this 11th day of December 2017.

11.1.18 By-law 2017-239 (Agreement) Fox Run Subdivision Limiting Distance Agreement 262 - 291

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

Mover Councillor O. Grandinetti
Secunder Councillor S. Butland

Resolved that By-law 2017-239 being a by-law to authorize the execution of the Agreement between the City and Fox Run Developments (Sault) Inc. for a Limiting Distance Agreement for 27, 29 and 31 Madison Avenue be passed in open Council this 11th day of December, 2017.

11.1.19 By-law 2017-240 (Agreement) Fox Run Subdivision Secondary Agreement 292 - 316

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

Mover Councillor O. Grandinetti
Secunder Councillor S. Butland

Resolved that By-law 2017-240 being 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 Lot 4, Plan 1M-589; Subject to an Easement in Gross over Part 4 Plan 1R-12329 as in AL116858; City of Sault Ste. Marie, PIN 31511-0286 be passed in open Council this 11th day of December, 2017.

11.1.20 By-law 2017-241 (Finance) Amend User Fee By-law 2017-210 317 - 323

Council Report passed by Council Resolution on November 20, 2017 and Council Resolution passed on December 4, 2017 (Budget meeting).

Mover Councillor O. Grandinetti

Secondar Councillor S. Butland

Resolved that By-law 2017-241 being a by-law to amend By-law 2017-210 (User Fees and Service Charges by-law) be passed in open Council this 11th day of December, 2017.

11.1.21 By-law 2017-242 (Administration) Code of Conduct 324 - 336

A report from the Deputy CAO/City Clerk is on the Agenda.

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-242 being a by-law to adopt a Code of Conduct for members of Council and Local Boards be passed in open Council this 11th day of December, 2017.

11.1.22 By-law 2017-243 (Streets) Official Street Names 337 - 346

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-243 being a by-law to re-adopt Official Street Names List be passed in open Council this 11th day of December 2017.

11.1.23 By-law 2017-244 (Street Assumption) Part Keys Street 347 - 348

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-244 being a by-law to assume for public use and establish as a public street that portion of Keys Street described as PIN 31597-0075 (LT) PT KEYS ST PL 2674 KORAH BTN THIRD LINE W & PINE ST ABUTTING LTS 141 TO 160 PL 2674; CITY OF SAULT STE. MARIE, Brooks Subdivision be passed in open Council this 11th day of December, 2017.

11.1.24 By-law 2017-245 (Street Closing and Conveyance) Part of Keys Street 349 - 351

Mover Councillor O. Grandinetti
Secondar Councillor S. Butland

Resolved that By-law 2017-245 being a by-law to stop up, close and authorize the conveyance of a portion of Keys Street in the Brooks Subdivision, Plan 2674 be passed in open Council this 11th day of December, 2017.

11.1.25 By-law 2017-246 (Regulations) Noise Exemption for Last Minute Late Night Event 352 - 352

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-246 being a by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate the Last Minute Late Night Event held by the Downtown Association from 4:00 p.m. to 11:00 p.m. on Friday, December 15, 2017, be passed in open Council this 11th day of December, 2017.

11.1.26 By-law 2017-247 (Street Assumption) Part Hudson Street 353 - 354

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-247 being a by-law to assume for public use and establish as a public lane, that part of a lane described as PIN 31576-0010 (LT) PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648, Hudson Bay Subdivision and to assume for public use and establish as a public street, that part of Hudson Street described as Part PIN 31576-0329 (LT) PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE be passed in open Council this 11th day of December, 2017.

11.1.27 By-law 2017-249 (Surplus Property) Sinclair Street 355 - 358

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

Mover Councillor O. Grandinetti
Seconder Mayor C. Provenzano

Resolved that By-law 2017-249 being a by-law to declare the City owned property described in PIN 31578-0173 (LT) and PIN 31578-0196 (LT), and more particularly described in Schedule "A" attached hereto, being the former Sinclair Street, as surplus to the City's needs and to authorize the disposition of the said property to the Federal Bridge Corporation Limited (formerly St. Mary's River Bridge Company) be passed in open Council this 11th day of December, 2017.

11.1.28 By-law 2017-250 (Surplus Property) Abutting Carmen's Way 359 - 361

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-250 being a by-law to declare the City owned property described in PIN 31578-0170 (LT) and more particularly described

in Schedule "A" attached hereto, which includes civic 514 Queen Street West, as surplus to the City's needs and to authorize the disposition of the said property to the Federal Bridge Corporation Limited (formerly St. Mary's River Bridge Company) be passed in open Council this 11th day of December, 2017.

11.1.29 By-law 2017-251 (Surplus Property) 395 Queen Street West 362 - 365

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-251 being a by-law to declare the City owned property described in PIN 31578-0024 (LT) and more particularly described in Schedule "A" attached hereto, being civic 395 Queen Street West, as surplus to the City's needs and to authorize the disposition of the said property to the Federal Bridge Corporation Limited (formerly St. Mary's River Bridge Company) be passed in open Council this 11th day of December, 2017.

11.1.30 By-law 2017-252 (Agreement) Licence to Occupy for Bridge Plaza 366 - 371

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-252 being a by-law to authorize the execution of the Agreement between the City and The Federal Bridge Corporation Limited (FBCL) for use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete and to repeal By-law 2016-201 be passed in open Council this 11th day of December, 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 2017-248 (Lane/Street Closing and Conveyance) Hudson 372 - 374

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that By-law 2017-248 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Hudson Bay Subdivision and part of Hudson Street, Town Plot of St. Mary's be READ a FIRST and SECOND time in open Council this 11th day of December, 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**
- 14. **ADJOURNMENT**

Mover Councillor J. Krmpotich
Seconder Councillor P. Christian

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, November 20, 2017
4:30 pm
Council Chambers
Civic Centre

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

Absent: Councillor F. Fata, Councillor J. Krmpotich

Officials: A. Horsman, M. White, T. Vair, L. Girardi, S. Schell, P. Johnson, D. McConnell, D. Elliott, R. Nenonen, V. McLeod, R. Santa Maria

1. ADOPTION OF MINUTES

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers

Resolved that the Minutes of Budget Meeting of 2017 10 30 and Regular Council Meeting of 2017 11 06 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor L. Turco - By-law 2017-209 (Parking) Appointment of Enforcement Officers eSCRIBE Minutes

Souse employed by Police Services.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the Agenda and Addendum for the 2017 11 20 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Community Christmas for Children

Marisa Jarrell was in attendance.

5.2 Noront Update

Dan Hollingsworth, Executive Director, Business Development, Sault Ste. Marie EDC and Tom Vair, Deputy CAO, Community Development and Enterprise Services were in attendance.

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that all the items listed under date 2017 11 20 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended, save and except 6.3 and 6.10.

Carried

6.1 Council Travel

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that Councillor L. Turco be authorized to travel to Toronto for one day in November and one day in December 2017 to attend an AMO board meeting at an estimated cost to the City of \$300.

Carried

6.2 Continuous Improvement Fund

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 11 06 concerning a Continuous Improvement Fund be received as information.

Carried

6.4 Drake Street Pump Station

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

The relevant By-law 2017-218 is listed under item 11 of the Minutes.

6.5 Marina Dock Donation

The report of the Supervisor of Community Services was received by Council.

The relevant By-law 2017-221 is listed under item 11 of the Minutes.

6.6 Seniors Community Grant Program Application

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated 2017 11 20 concerning the Seniors Community Grant Program Application be received and that staff be authorized to apply to Ministry of Seniors Affairs – Seniors Community Grant Program.

Carried

6.7 Utility Distribution Microgrid

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Chief Administrative Officer dated 2017 11 20 concerning the Utility Distribution Microgrid be received as information.

Carried

6.8 Simpson Street Local Improvement

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

The relevant By-law 2017-219 is listed under item 11 of the Minutes.

6.9 Bruce Street Local Improvement

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

The relevant By-law 2017-220 is listed under item 11 of the Minutes.

6.10 Downtown Strategy Update

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Director of Planning and Enterprise Services dated 2017 11 20 concerning Downtown Strategy Update be received and the recommendation for an additional \$150,000 investment be referred to 2018 budget deliberations.

Carried

6.12 Municipal Law Enforcement Officer Appointments

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

The relevant By-law 2017-209 is listed under item 11 of the Minutes.

6.3 2018 User Fees – Bylaw 2017-210

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

The relevant by-law 2017-210 is listed under item 11 of the Minutes.

6.11 RFP – City Wide Rodent Control Program Services

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Deputy CAO Community Development and Enterprise Services and the Manager of Purchasing dated 2017 11 20 be received as information.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Procedure By-law Review Committee

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO / City Clerk dated 2017 11 20 concerning Procedure By-law Review Committee be received and that Mayor Provenzano and Councillors Hollingsworth, Myers and Shoemaker be appointed to the committee.

Carried

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.9 PRELIMINARY 2018 BUDGET

7.9.1 Ontario Municipal Partnership Fund

7.9.2 Mayor and Council

7.9.3 CAO

7.9.4 Legal

7.9.5 Fire Services

7.9.6 Corporate Services

7.9.7 Public Works and Engineering Services

7.9.8 Community Development and Enterprise Services

7.9.9 Levy Boards, Local Boards and Outside Agencies

7.9.10 Corporate Financials

7.9.11 Supplementary Requests

7.9.12 Mandatory and Discretionary Costs 2018

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

8.1 Survey of Local Businesses

Moved by: Councillor P. Christian

Seconded by: Councillor S. Butland

Whereas the city of Sault Ste. Marie has embarked on the "Future SSM" initiative; and

Whereas this initiative will be a multi-faceted project with a major focus on economic growth and diversification; and

Whereas an integral part of developing and expanding the local economy will be to ensure the existing environment is one that is conducive to meeting these goals; and

Whereas the City, the EDC, and the Innovation Centre must play a pivotal role in this process by ensuring that their operations and services support a pro-business environment; and

Whereas a local economy that hopes to support future economic growth and diversification must provide excellence in service delivery to current businesses in the community

Now Therefore Be It Resolved that Council create a task force consisting of Councillor Christian and appropriate City, EDC and Innovation Centre staff to oversee the provision of a survey of local business and business organizations to solicit their views on the level of service being provided by the City, the EDC, and the Innovation Centre and to offer possible recommendations;

Further Be It Resolved that the task force report the findings of this survey to Council by April 2018 with any potential recommendations that will better support local business and bolster our efforts to grow the local economy.

Carried

8.2 Higher Permit Fees For Non-Residents

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Bruni

Whereas Sault Ste. Marie has entered into arrangements with surrounding townships to collect building permit fees for them, and perform building inspection services for them on a cost-recovery basis; and

Whereas often residents of surrounding townships have the benefit of Sault Ste. Marie's services without paying Sault Ste. Marie property taxes; and

Whereas it is Council's objective to reduce the costs of development for Sault Ste. Marie taxpayers to the greatest extent possible;

Now Therefore Be It Resolved that staff investigate and report on charging a 5% premium on top of the cost-recovery amount to those surrounding townships who contract with Sault Ste. Marie for the provision of any service, as such contract becomes renewable. This shall include,

but not be limited to, contracts to collect building permit fees and perform building inspection services.

Defeated

8.3 Disable Advanced Traffic Signals Between 8 p.m. and 8 a.m.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor O. Grandinetti

Whereas many traffic signals in Sault Ste. Marie have advanced signals for the better movement of traffic during peak traffic hours; and

Whereas many drivers have experienced the situation where no other vehicles are at the intersection and the advanced traffic signal is illuminated; and

Whereas during off-peak traffic hours advanced traffic signals serve only to delay vehicles for a longer period of time at intersections;

Now Therefore Be It Resolved that staff investigate and report on the feasibility of disabling advanced traffic signals at all or mostly all of the intersections in the City that have advanced signals from 8 p.m. until 6 a.m.

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

Councillor O. Grandinetti	X		
Results	4	7	2
Defeated			

8.4 Transformation of Public Health Boards

Moved by: Councillor S. Butland
Seconded by: Councillor L. Turco

Resolved that Sault Ste. Marie City Council endorse the position of Algoma Public Health to oppose the decrease of public health boards from 36 to 14 on a province-wide basis and submit a letter to the Minister of Health and Long Term Care indicating such.

Carried

8.4.1 Correspondence – APH to Minister

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 M. Bruni
Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2017 11 20 be approved, save and except 2017 09 and 2017-210.

Carried

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 2017-219 (Local Improvement) Bruce Street

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2017-219 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Bruce Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the FIRST and SECOND time in open Council this 20th day of November, 2017.

Carried

11.2.2 By-law 2017-220 (Local Improvement) Simpson Street

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2017-220 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Simpson Street from Wellington Street East to Queen Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the FIRST and SECOND time in open Council this 20th day of November, 2017.

Carried

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

11.1.1 By-law 2017-209 (Parking) Appointment of Enforcement Officers

Councillor L. Turco declared a conflict on this item. (Souse employed by Police Services.)

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2017-209 being a by-law to to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 20th day of November, 2017.

Carried

11.1.2 By-law 2017-210 (Finance) User Fees for 2018

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2017-210 being a by-law to establish user fees and service charges be passed in open Council this 20th day of November, 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

14. ADJOURNMENT

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

Monday, December 4, 2017
4:30 pm
Council Chambers
Civic Centre

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

Officials: A. Horsman, M. White, T. Vair, L. Girardi, N. Kenny, S. Schell, R. Tyczinski, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, J. Bruzas, R. Nenonen, M. McCracken, A. Caputo, P. Milosevich, S. Cole, J. St. Jules, D. Crozier, R. Rushworth, D. Langevin, C. Taddo, F. Pozzebon, V. McLeod, S. Piraino, C. Rumeil, T. Reid, A. Starzomski, M. Blanchard, M. Zuppa, M. Faubert, K. Izydorczyk, M. Pinder, M. Borowicz-Sibenik, T. Vecchio

1. Approve Agenda as Presented

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

That the Agenda for 2017 12 04 Budget Meeting as presented be approved.

Carried

eSCRIBE Minutes

2. Declaration of Pecuniary Interest

2.1 Councillor L. Turco – By-Law Enforcement Inspector

Spouse employed by Police Service.

3. 2018 Capital Budget

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that City Council now proceed into Committee of the Whole to consider the following matter referred to it for consideration – 2018 Capital Budget

Carried

Moved by: Councillor O. Grandinetti

Seconded by: Councillor S. Butland

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – 2018 Capital Budget.

Carried

Moved by: Councillor O. Grandinetti

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Audits and Capital Planning dated December 4, 2017 concerning the 2018–2022 Capital Budget and Forecast be received and that the 2018 capital budget and financing sources as summarized in Appendix B be approved with the reduction of \$112,000 from the Capital from Current budget relating to the postponement of the purchase of an ice resurfacer.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor L. Turco	X		

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Councillor M. Shoemaker	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

4. Operating Budget

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

That City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2018 Operating Budget.

Carried

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Committee of the Whole Council now rise and report on the matter referred to to it by City Council – 2018 Operating Budget.

Carried

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the preliminary 2018 corporate operating budget be approved with the following adjustments:

Decreases:

Reduction of Capital from Current of \$112,000, coming from reduction of the capital budget for the McMeeken Ice resurfacer

Addition of a user fee of \$5 for tax arrears notices, resulting in an increase in revenue of \$33,050

Elimination of the rodent abatement program, resulting in a decrease of \$29,000

Elimination of the Emerald Ash Program for Queen Street resulting in a decrease of \$5,700

Increases:

Reinstatement of the Federation of Canadian Municipalities membership – \$11,050

Reinstating Leaf and Yard Waste Collection for July and August – \$60,000

Increase the outside agency grant to the Bushplane Museum – \$65,000

In-kind Services added for Women In Crisis – \$585 (approving their application for Sustaining and Other Grants)

In-kind Services increase for Bon Soo – \$10,000 (approving their application for Sustaining and Other Grants)

resulting in an increase in the corporate portion of the municipal levy from 2017 of 0.993%

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

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Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that overall 2018 municipal levy (corporate and levy and local boards) of \$111,064,317 representing an increase of 1.98% over the 2017 levy be approved.

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

Carried

4.1 Corporate Services

4.2 Community Development and Enterprise Services

4.3 Public Works and Engineering Services

4.4 Legal Department

4.5 Fire Services

4.6 Revised Supplementary List

4.7 Budget 2018 Cost Reductions

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

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

Resolved that the report of the Chief Administrative Officer dated 2017 12 04 regarding Budget 2018 cost reductions be received as information.

Carried

4.8 2018 Corporate Membership Fees

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

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

Resolved that the report of the Deputy City Clerk dated 2017 12 04 concerning 2018 corporate membership fees be received as information.

Carried

4.9 By-Law Enforcement Inspector

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

The report of the Chief Building Official was received by Council.

Moved by: Councillor O. Grandinetti
Seconded by: Councillor S. Butland

Resolved that the report of the Chief Building Official dated 2017 12 04 concerning options for creating another By-law Enforcement Inspector position for the City be received as information.

Carried

4.10 Waste and Recycling Collection – Bi-Weekly Consideration

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

Moved by: Councillor O. Grandinetti
Seconded by: Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2017 12 04 be received as information.

Carried

4.11 Bon Soo Winter Carnival In-Kind Services Request

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

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

Resolved that the report of the Manager of Recreation and Culture dated 2017 12 04 concerning the Bon Soo Winter Carnival Request for In-Kind Services be received as information.

Carried

5. Ontario Regulation 284/09

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

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

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 12 04 concerning Ontario Regulation 284/09 be approved for the budget year 2018.

Carried

6. Adjournment

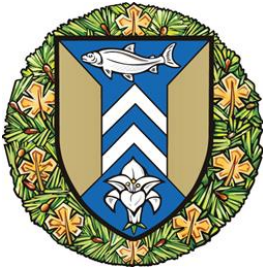
Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian

That this Council shall now adjourn.

Carried

Mayor

City Clerk



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Port of Algoma Agreements - Amendments

PURPOSE

The purpose of this report is to request City Council's approval to amend the existing contribution agreements with FedNor and the Northern Ontario Heritage Fund Corporation (NOHFC) for the Port of Algoma project. This amendment would extend the project end date from December 31, 2017 to June 28, 2019.

BACKGROUND

On 2014 05 12 City Council approved contribution agreements with FedNor and NOHFC. Both FedNor and NOHFC each approved a contribution of \$2,120,000 with Essar Steel Algoma Inc. providing \$800,000 and the City contributing \$260,000. The original project completion date was December 31, 2016.

On 2016 05 30, City Council received an update report advising that Phase 1 of the Port of Algoma project was completed. This work included:

- A detailed analysis that identified potential opportunities within the Port of Algoma service area.
- Initiation of a comprehensive environmental process with regulatory agencies to create an efficient and successful EA process.
- Initiation of the First Nations consultation process including agreements with two sub-consultants at both Garden River First Nation and Batchewana First Nation.
- Extensive engineering and planning efforts including data collection, field investigations, environmental studies, operational criteria, etc.
- Development of a detailed project report outlining required future capital works.
- A New Building Canada Fund application that provided the overall business case for the project with key outcomes and benefits. This document will be used when applying for future funding programs.

City Council was also advised that the decision was made by the project management team that all further project activity would be paused pending resolution of the Company Creditors Arrangement Act (CCAA) process with Algoma Inc.

On 2016 08 22, City Council approved a report recommending an extension of the end date for both the FedNor and NOHFC agreements to December 31, 2017.

ANALYSIS

The City's Federal and Provincial partners are aware of the CCAA process and have advised that to ensure that the funding allocated for the project is available for future use, an amendment to the agreements is required to extend the project completion date to June 28, 2019. This amendment will allow sufficient time to complete the "go forward" plan once the CCAA process has been completed.

FINANCIAL IMPLICATIONS

The City's contribution to this project was previously approved. Therefore there are no new financial implications.

STRATEGIC PLAN / POLICY IMPACT

This report is consistent with the new infrastructure strategic focus area of the Corporate Strategic Plan.

RECOMMENDATION

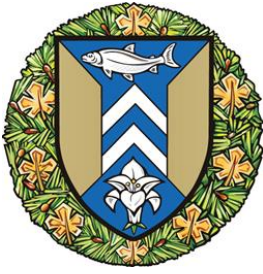
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated 2017 12 11 regarding an amendment to the FedNor and NOHFC Port of Algoma contribution agreements be approved and further that the end date be extended from December 31, 2017 to June 28, 2019.

Respectfully submitted,



Al Horsman
Chief Administrative Office
705.759.5347
cao.horsman@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Code of Conduct – Council and Local Boards

PURPOSE

The purpose of this report is to recommend a Code of Conduct for members of Council and Local Boards for adoption.

BACKGROUND

Recent amendments to the *Municipal Act* make it mandatory that municipalities establish Codes of Conduct for Councils and local boards by March 1, 2019.

Sault Ste. Marie City Council first adopted a Code of Conduct for members of Council and Local Boards on January 25, 2010. A Code of Conduct Review Committee was subsequently struck on January 20, 2014 and refreshed in August 2016. The Code of Conduct Review Committee consists of Councillor S. Myers (Chair), Mayor Provenzano, Councillors J. Hupponen and M. Shoemaker, with the City Clerk, Deputy City Clerk and City Solicitor as resource members.

The Committee met on three occasions. The Sault Ste. Marie Ratepayers Association was invited to make submissions and was provided with Agendas as well as the draft Code of Conduct. Various Codes of Conduct were reviewed and a draft Code of Conduct presented to the Committee on December 4, 2017.

ANALYSIS

The Code of Conduct is attached including as an Appendix setting out the complaint protocol.

The complaint protocol includes an informal resolution process. Not all members of the Committee agree that there should be an informal resolution process.

The Code of Conduct provides that complaints be investigated by an Integrity Commissioner. *Municipal Act* amendments make it mandatory that a municipality

appoint an Integrity Commissioner as of March 1, 2019. Once the Code of Conduct has been adopted, a further report will be presented to Council regarding the appointment of an Integrity Commissioner.

FINANCIAL IMPLICATIONS

An Integrity Commissioner will be required to investigate complaints that the Code of Conduct has been violated. An Integrity Commissioner will be paid on a retainer or a fee-for-service basis, or a blend of these. Because the legislation provides that Code of Conduct inquiries that are not complete by Nomination Day in a regular election year (July 27 in 2018) are terminated, the financial implication in 2018 is estimated at \$5,000 which is included in the 2018 budget. In a non-election year, costs are estimated at \$20,000.

STRATEGIC PLAN / POLICY IMPACT

The recommended Code of Conduct encompasses the values articulated in the corporate Strategic Plan of: accountability and transparency, integrity and honesty; commitment to citizens and the community; and respect of employees.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2017-242 adopting a Code of Conduct for Council and Local Boards appears under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,



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



Subject: Code of Conduct (Council and Local Boards)
Service Area: Mayor and Council
Source: By-law 2017-242
Date: 11 December 2017

Purpose:

A written Code of Conduct for Council and local boards helps to ensure that the members of Council, advisory committees, and local boards of the municipality (as defined in the *Municipal Act*) share a common basis for acceptable conduct. This Code is designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should enhance public confidence that Sault Ste. Marie's elected and appointed representatives operate from a base of integrity, justice and courtesy. The key principles underlining the Code of Conduct are:

- a. All members shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- b. Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both real and apparent;
- c. Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny;
- d. Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature and City Council.

Municipal Council members hold positions of privilege; therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the wellbeing of the community and regard for the integrity of the Corporation. The purpose of the Code of Conduct is to: protect the public interest; encourage high ethical standards among members of Sault Ste. Marie City Council and local boards; provide a universal understanding of the fundamental rights, privileges, and obligations of members of Sault Ste. Marie City Council and local boards; provide a means for members of Sault Ste. Marie City Council and local boards to obtain information on some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.

Applications:

This policy shall apply to all members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

Definitions:

"Members" includes the Mayor and members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

"Confidential Information" includes:

- a. Any information in the possession of, or received in confidence by the City, that the City is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law;



- b. Information of a corporate, commercial, scientific or technical nature received in confidence from third parties (personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, security of property of the municipality; any other information lawfully determined by the Council or the local board to be confidential or required to remain or be kept confidential by legislation or order;
- c. A matter, the substance of a matter, and information pertaining to a matter, that has been debated or discussed at a meeting closed to the public, unless the matter is subsequently discussed in open Council or it is authorized to be released by Council/local board or otherwise by law;
- d. Reports of consultants, draft documents and internal communications which, if disclosed, may prejudice the reputation of the City, its officers and employees, or its effective operation;
- e. Information concerning litigation, negotiation or personnel matters;
- f. Information the publication of which may infringe on the rights of any person (eg. source of a complaint where the identity of a complainant is given in confidence)

“Integrity Commissioner” means the person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council and local boards.

Gifts and Benefits:

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his / her duties of office, unless permitted by the exceptions listed below. For these purposes, a fee or advance paid to, or a gift or benefit provided with the member’s knowledge to, a member’s spouse, child or parent or to a member’s staff that is connected directly or indirectly to the performance of the member’s duties is deemed to be a gift to that member. The following are recognized as exceptions:

- a. compensation authorized by by-law;
- b. such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- c. a political contribution otherwise reported by law;
- d. services provided without compensation by persons volunteering their time;
- e. a suitable memento of a function honouring the member;
- f. food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign country;
- g. food and beverages consumed at banquets, receptions or similar events, if:
 - attendance is in keeping with his or her representative role; and
 - the value is reasonable; and
 - attendance at events sponsored by the same entity is infrequent.
- h. communication to the offices of a member, including subscriptions to newspapers and periodicals.



In the case of categories (b) (e) (f) (g) and (h), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the City Clerk. The disclosure statement must indicate:

- a. the nature of the gift or benefit;
- b. its source and date of receipt;
- c. the circumstances under which it was given or received;
- d. its estimated value;
- e. what the recipient intends to do with the gift; and,
- f. whether any gift will at any point be left with the City.

Disclosure statements will be a matter of public record.

Except in the case of category (f), a member may not accept a gift or benefit worth in excess of \$500 or gifts or benefits from one source during a calendar year worth in excess of \$500. No member shall seek or obtain by reason of his / her office any personal privilege or advantage with respect to City services not otherwise available to the general public and not consequent to his or her official duties.

Confidentiality

No member shall disclose, release, or publish by any means to any person or to the public any confidential information acquired by virtue of his or her office in any form, except when required or authorized by Council or otherwise by law to do so. No member shall use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body.

Use of City Property

No member shall, for personal purposes or profit, permit the use of any City property, equipment, services, or supplies other than for purposes connected with:

- a. the discharge of City duties; or
- b. associated community activities of which Council has been advised

unless such use is permitted by one of the following exceptions:

- a. reasonable and incidental personal use of equipment such as computers, fax machines, cell phones, etc., where the City incurs no additional costs relating to such use, and the use is of limited duration and frequency.
- b. use of City property and facilities where such use is universally known to be available to other residents upon request and on equal terms.

No member shall obtain financial gain from the use of City-developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the City of Sault Ste. Marie.

No member shall use information gained in the execution of his or her duties that is not available to the general public for any purposes other than his or her official duties.



Work of a Political or Personal Nature

Members are required to follow the provisions of the *Municipal Elections Act, 1996*. No member shall use the facilities, equipment, supplies, services or other resources of the City (including Councillor newsletters and websites linked through the City's website) for any election campaign or campaign-related activities. No member shall undertake campaign-related activities in any City facility for the purpose of seeking the support of City employees working in that facility. No member shall use the services of persons for his or her election campaign purposes during the working hours for which those persons receive compensation from the City.

No member shall use City facilities, services or property for his or her personal or business use.

No member shall use the services of persons for his or her personal or personal business use during the working hours for which those persons receive compensation from the City.

Conduct Respecting Current and Prospective Employment

No member shall allow the prospect of his / her future employment by a person or entity to detrimentally affect the performance of his / her duties to the City.

Business Relations

No member shall act as a paid agent before Council, its committees, or an agency, board or commission of the City. A member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

Conduct

As a representative of the City, every member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak or communicate in a manner that is discriminatory to any individual based on that person's race ancestry, place of origin, creed, gender, sexual orientation, age colour, marital status or disability.

Influence on Staff

Only Council as a whole has the authority to approve budget, policy, committee processes and other such matters. Members shall be respectful of the fact that staff work for the City as a body corporate and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or group of members. Accordingly, no member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all members shall show respect for the professional capacities of City staff.

Council directs the business of the City and passes by-laws or resolutions, as appropriate, for decisions adopted by Council. Council has delegated responsibility to the Chief Administrative Officer (CAO) for the administration of the affairs of the City in accordance with decisions adopted by Council. This means that under the direction of the CAO, staff have the responsibility and the authority to provide



consultation, advice and direction to Council and to implement Council approved policy. Accordingly, staff establish the appropriate administrative policies, systems, structures and internal controls to implement the goals and objectives of Council, and manage implementation within the resources at their disposal. Council should expect a high quality of advice from staff based on political neutrality and objectivity irrespective of party politics, the loyalties of persons in power, or their personal opinions. No member shall compel any staff member to engage in activities that are contrary to the directions of Council or the policies of the municipality.

No member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities; nor shall any member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

Improper Use of Influence

No member of Council shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a member of Council to improperly influence the decision of another person to the private advantage of oneself, or one's immediate relatives, staff members, friends, or associates, business or otherwise. This would include attempts to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage through a member's supposed influence within Council in return for present actions or inaction.

For the purposes of this provision "private advantage" does not include a matter:

- a. that is of general application;
- b. that affects a member of Council, his / her immediate relatives, staff members, friends, or associates, business or otherwise as one of a broad class of persons; or
- c. that concerns the remuneration or benefits of a member of Council.

Members should not advocate on behalf of any person at a hearing of an adjudicative board and should not contact any member of such a board regarding any application before it.

Complaints Alleging Violation of This Code

Where an elector or a person acting demonstrably in the public interest has reasonable grounds to believe that a member has breached this Code, a complaint may be submitted to the Clerk's Department in the prescribed form which will be forwarded to the City's Integrity Commissioner who will process it in accordance with the Complaint Protocol attached hereto as Appendix "A".

Appendix "A" – Complaint Protocol

Appendix "B" – Request for Investigation

Appendix "C" – Request for Advice

Appendix "A"

Complaint Protocol for Code of Conduct (Council and Local Boards)

Application:

This process applies to members of Sault Ste. Marie City Council and its local boards as defined in section 223.1 of the *Municipal Act* (members).

Integrity Commissioner

The City of Sault Ste. Marie Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the "Code");
2. To provide Council and its local boards with specific and general opinions and advice on the interpretation of the Code, including revisions thereto;
3. To conduct inquiries into a request made by Council, a local board, a member, a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
4. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.

Procedure for Making a Complaint

Informal Complaints

Any individual who identifies or witnesses behaviour or activity by a member of Council that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner:

1. advise the member in writing that the behaviour or activity appears to contravene the Code of Conduct;
2. encourage the member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
3. document the incident(s) including dates, times, locations, other persons present and any other relevant information, including steps taken to resolve the matter;
4. if applicable, confirm to the member satisfaction with the response of the member; or, if applicable, advise the member of dissatisfaction with the response; and
5. if applicable, consider the need to pursue the matter in accordance with the formal complaint procedure.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates the Code of Conduct; however, the informal process is not a precondition or a prerequisite to pursuing the formal complaint procedure.

Formal Complaints

1. All complaints or requests for inquiries shall be submitted to the City Clerk's Department and sworn before a commissioner of oaths in the form provided in Appendix "B" and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;
 - d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.
3. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or City policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:

- a. The grievance provisions of a collective agreement;
- b. The complaint provisions under the *Ontario Human Rights Code*;
- c. A complaint of alleged criminal activity;
- d. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
- e. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*.

Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commission and the time limits within the above processes will apply accordingly.

4. Upon receipt of a complaint or request to conduct an inquiry within his/her jurisdiction the Integrity Commissioner will deliver a preliminary information report to an open meeting of Council including the following:
 - a. The opinion of the Commissioner as to whether the inquiry is appropriate and whether it can be conducted within the law applicable to such an inquiry;
 - b. An indication as to whether it is the Commissioner's intention to conduct the inquiry under sections 33 and 34 of the *Public Inquiries Act*;
 - c. A preliminary indication of the members of staff and/or consultations needed to assist the Commissioner;
 - d. An estimated cost of the inquiry;
 - e. The estimated time required to complete the inquiry and prepare a final report;
 - f. Where appropriate, the Commissioner may recommend that the alleged infraction be reported to the police and that the inquiry be suspended until the police investigation is completed.
5. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report.

Procedure for Obtaining Advice

Where a member or employee is seeking to obtain advice from the Integrity Commissioner he/she shall submit to the City Clerk the completed form provided (Appendix "C").

All advice of the Integrity Commissioner to members or employees shall be confirmed in writing. No solicitor/client relationship will exist in the giving of such advice.

Where the Integrity Commissioner learns of a violation through the request for advice from any member, he or she is required to report such a violation to Council.

The Integrity Commissioner may decline to give advice if he/she determines that it will put him/her in conflict with his/her duty to Council as a whole.

Confidentiality

The Integrity Commissioner shall carry out all inquiries in a manner which will ensure that the individual to whom the complaint relates is treated fairly and all complaints shall be treated as confidential to the extent possible and in accordance with the *Municipal Act*.

All records of investigations shall be kept confidential and access limited to those in the City with a need to know for the purposes of conducting a full investigation.

Intake Procedures

Upon receipt of a complaint involving a member other than the Mayor, the Clerk shall immediately advise the Mayor and the Chief Administrative Officer (CAO).

Upon receipt of a complaint involving the Mayor, the Clerk shall immediately advise the CAO and the individual who was acting mayor at the time of the allegation who is authorized to act in the place of the Mayor.

The Integrity Commissioner may attempt to settle any complaint. Except where otherwise required by the *Public Inquiries Act*, the Commissioner shall provide a copy of the complaint and supporting material to the member with a request for a written response to the allegation within ten days and provide a copy of such response to the complainant with a request for a written response also within ten days.

Investigations

After the presentation of the information report to Council, the Integrity Commissioner shall take all steps necessary to promptly investigate the complaint within his or her jurisdiction, including entering any City office for such purpose and consultation with City staff with access to all information and records described in subsections 3 and 4 of section 223.4 of the *Municipal Act* and may retain independent professional services if required.

The Integrity Commissioner shall make every effort to complete an investigation within 30 days.

If the Integrity Commissioner requires more than 30 days to complete an investigation, the following shall be notified accordingly:

1. The complainant;
2. The individual to whom the complaint relates
3. The Mayor in the case of a complaint concerning another member; or the individual who was acting mayor at the time of the allegation in the case of a complaint concerning the Mayor.

A complaint involving an alleged contravention that has already been thoroughly investigated will not be re-investigated unless new evidence is presented.

Reporting the Results of an Investigation

The Integrity Commissioner shall report his/her findings to an open meeting of Council. Where the inquiry relates to a local board the report will be submitted both to Council and to the local board.

If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

The Commissioner shall give a copy of the final report to the complainant and the member whose conduct is concerned 15 days prior to the Council meeting at which it will be considered.

At the time of the Integrity Commissioner's report to Council the identity of the person who is the subject of the complaint shall not be treated as confidential information if the Integrity Commissioner finds that a breach has occurred.

Actions by Council

In reviewing the final report Council will determine whether it will impose any of the following penalties on a member if the Integrity Commissioner reports that it is his/her opinion that the member has contravened the Code:

1. Issue a motion of reprimand;
2. Suspension of the remuneration paid to the member in respect of his or her services as a member for a period of up to 90 days;
3. Request the member involved to return any gift or benefit received in contravention of the Code of Conduct;
4. Request the member involved to repay the value of the benefit;
5. Remove the member from committee or local board appointments;
6. Request an apology; or
7. Withhold confidential materials/matters for a period of time.

All reports to Council by the Integrity Commissioner on the investigation of complaints are public documents.

The Integrity Commissioner shall be responsible for ensuring the above procedures are followed with respect to requests for inquiries and for conducting investigations. City Council shall be responsible for determining penalties where appropriate.

Protection from Retaliation

Any employee who files a complaint of a contravention of the Code of Conduct will not be subjected to any form of penalty or reprisal provided the complaint is made in good faith and in the reasonable belief of the complainant that a contravention of the Code has occurred.

Limitation Period

The Integrity Commissioner shall not proceed with an inquiry in regard to a complaint more than 60 days after the event or series of events which are the subject matter of the complaint were discovered by the complainant. An event or series of events is discovered on the earlier of the date upon which the complainant first knew:

- that the event(s) had occurred and by whom; and
- that the event(s) may have constituted a contravention of the Code.

The onus of proof as to the date of discovery lies with the complainant.

Where the Integrity Commissioner decides not to proceed with an investigation of a complaint received more than 60 days after the date when the event(s) occurred, the Integrity Commissioner shall prepare and file a report setting out that decision.

Complaints in Municipal Election Years

Despite any other provision of this process, if the Commissioner has not completed an inquiry before nomination day for a regular election as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day.

If an inquiry is so terminated, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board.

Appendix "B"

Request for Investigation Code of Conduct for Members of Council and Local Boards

Name of Requestor:	
Address:	
Telephone:	
Email address:	
It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.	
I,	<i>(full name)</i>
of	<i>(municipality of residence)</i>
in the Province of Ontario, MAKE OATH AND SAY (or affirm)	
1. I have personal knowledge of the facts as set out in this affidavit.	
2. I have reasonable and probable grounds to believe that:	
<i>(specify name of member of Sault Ste. Marie City Council or local board)</i>	
has contravened section(s)	<i>(specify)</i>
of the Code of Conduct for Members of Council and Local Boards.	
The particulars are as follows: <i>Provide information such as date, time, location of conduct, names of all persons involved, including witnesses, and information as to how they can be reached. If you require more space attach a second page.</i>	
3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.	
Attached are copies of documents and records relevant to the requested inquiry.	
SWORN (or affirmed) before me at the City of Sault Ste Marie, in the District of Algoma, this day of 20	
A Commissioner, etc.	
	Requestor's signature

Deliver request to: City Clerk's Department, Civic Centre, 99 Foster Drive, Sault Ste. Marie ON P6A 5X6

It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.

Schedule "A" to the Affidavit of

[illegible]

Schedule "A" referred to in the affidavit of

Sworn before me this day of 20

A Commissioner, etc.

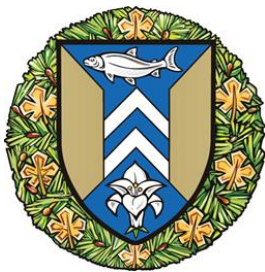
Appendix "C"

Request for Advice

Note: Should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Request for Advice

Name of Requestor:	
Address:	
Telephone:	
Email address:	
Advice requested (Provide as much detail as possible relating to the issue. Attach second page if required.)	
Signature of Requestor	Date received by Integrity Commissioner
Date	Date reply issued



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

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: 2018 Corporate Membership Fees

PURPOSE

The purpose of this report is to request approval of 2018 corporate memberships from City Council.

BACKGROUND

The following memberships will be due in 2018:

	2018 Renewal	2017 Fees
Algoma District Municipal Association	*300	300
Algoma Veterinary Committee	*864	864
Association of Municipalities of Ontario	*12,700	12,680
Chamber of Commerce	*406	406
Federation of Canadian Municipalities	11,050	0
Federation of Northern Ontario Municipalities	*3,150	3,150
Great Lakes and St. Lawrence Cities Initiative	*5,000	5,000
Ontario Good Roads Association	2,228	2,228
Ontario Traffic Conference	*630	630
	36,328	25,258

- projected amount – invoice not yet received

ANALYSIS

Council approved the Federation of Canadian Municipalities (FCM) membership as a 2018 supplementary budget item on December 4, 2017.

FINANCIAL IMPLICATIONS

Total 2018 membership fees are estimated at \$36,328.

STRATEGIC PLAN / POLICY IMPACT

This is an operational activity not specifically linked to the corporate Strategic Plan.

RECOMMENDATION

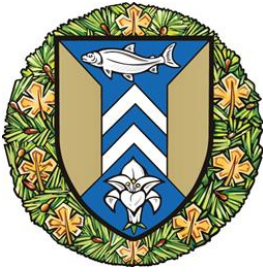
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2017 12 11 concerning 2018 corporate membership fees be received and that payment of 2018 memberships be approved.

Respectfully submitted,

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

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



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J Schell Chief Financial Officer and Treasurer

DEPARTMENT: Corporate Services

RE: 2018 Borrowing By-laws

PURPOSE

Each year it is necessary to pass borrowing by-laws for current and capital purposes. Staff is seeking Council approval of the borrowing by-laws appearing elsewhere on the agenda.

BACKGROUND

Borrowing by-laws are required to provide access to financing for operational and capital purposes.

ANALYSIS

Short term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of Provincial grants. The recommended by-law provides for borrowing sums not to exceed \$10,000,000 to meet current expenditures.

Capital borrowing may be required for short and long term purposes for financing capital projects. The recommended by-law provides for borrowing of sums not to exceed \$15,000,000 for capital purposes for the City.

For 2017, the City had provided the Public Utilities Commission (PUC) with a borrowing capacity of \$6,200,000 for capital purposes relating to water infrastructure. The same borrowing capacity is to be continued in 2018. Currently, the PUC has not utilized any of the approved capital borrowings for 2017.

The limits are an approved credit line with the City's Banker that is reviewed annually.

FINANCIAL IMPLICATIONS

There are no financial implications unless sums are borrowed.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

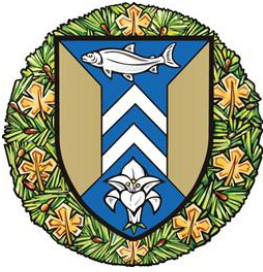
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 12 11 concerning by-laws for current and capital purposes be received as information. By-laws 2017-237 and 2017-238 appear elsewhere on the agenda and are recommended for approval.

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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Property Tax Appeals

PURPOSE

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

BACKGROUND

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

ANALYSIS

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

FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$11,162.26 can be accommodated within the existing budget allocation

STRATEGIC PLAN / POLICY IMPACT

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2017 12 11 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the *Municipal Act* be approved.

Property Tax Appeals

2017 12 11

Page 2.

Respectfully submitted,

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

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

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

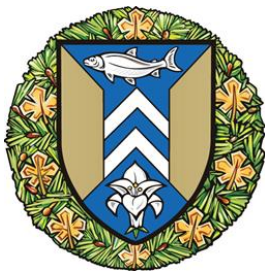
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2017 12 11
PAGE: 1 of 1

PROPERTY ADDRESS		PERSON ASSESSED		TAX CLA	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2016									
010-030-087-00	01749 Queen Street East	Moraca Michael	Moraca Dan-Lynn	RT	F	16-063	Confirmed		
010-070-017-00	00184 Queensgate Blvd	Ruscio Investments Inc.	Ruscio Antonio	CT	D	16-064	1,452.89	18.52	1,471.41
040-014-089-00	00422 Charles St	Oliveria Maria	Charlebois Marc	RT	A	16-065	Confirmed		-
040-026-038-00	00201 John St	Hansen Christopher Dennis		RT	D	16-066	1,038.68	245.06	1,283.74
050-021-117-00	00706 Korah Rd	Fabbro Katie		RT	D	16-067	155.37	0.04	155.41
2017									
010-030-087-00	01749 Queen Street East	Moraca Michael	Moraca Dan-Lynn	RT	F	17-019	Confirmed		
010-070-095-05	00224 Dacey Road	Beltrano Saverio/Perna Francesco	Spadafora Aldo/Guindon Paul	CT	A	17-020	6,404.61	477.00	6,881.61
020-038-024-00	00431 Wellington St E	Dilollo Cosmio		RT	F	17-021	457.68	33.86	491.54
020-038-025-00	00433 Wellington St E	Dilollo Cosmio		RT	F	17-022	375.85	28.48	404.33
020-038-026-00	00435 Wellington St E	Dilollo Cosmio		RT	F	17-023	442.80	31.42	474.22
020-042-187-00	00648 Bay St	368938 Ontario Limited		CT/IT	A	17-024	Confirmed		-
050-001-014-00	00017 Wallace Terrace	Dilollo Cosmio		RT	D	17-025	Confirmed		-
									-
									-
									-
									-
REPORT TOTAL							10,327.88	834.38	11,162.26

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

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



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP - Security Services – Civic Centre

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of Security Services for the Civic Centre for the three (3) year period commencing January 1, 2018 with the option of an additional two (2) years, as required by the Building Services Division of the Engineering Department. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on November 3, 2017.

ANALYSIS

Proposals from seven (7) proponents were received prior to the closing date:

Commissionaires Ottawa, Ottawa, ON
G4S Secure Solutions (Canada) Ltd., Sault Ste. Marie, ON
Garda Canada Security, Ottawa, ON
KC Security Services, Sault Ste. Marie, ON
Neptune Security Services, Mississauga, ON
Norpro Security & Investigations, Sault Ste. Marie, ON
North East Regional Security Services Inc., Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Building Services Division – Engineering Department; Building Division – CD&ES; and the Purchasing Division – Finance Department.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Commissionaires Ottawa of Ottawa, ON. Commissionaires Ottawa has had a long time role in providing Security Services at the Civic Centre.

FINANCIAL IMPLICATIONS

Based on estimated hours that Security Services will be required, the cost for these services will be approximately \$126,000.00 plus HST for the first year. Sufficient funds have been budgeted within the Building Services Division's Security account. Firm pricing schedules have been provided for the three years of the contract, plus extension for two additional years by mutual consent.

STRATEGIC PLAN / POLICY IMPACT

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

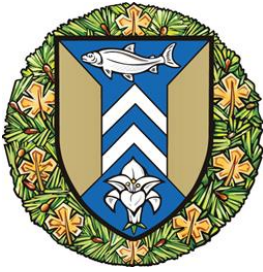
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2017 12 11 be received and the recommendation that the proposal submitted by Commissionaires Ottawa to provide Security Services for the Civic Centre, as required by the Building Services Division of the Engineering Department, be approved. The contract will commence January 1, 2018 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Sault Summit

PURPOSE

The purpose of this report is to provide information and seek City Council approval for the coordination of a Sault Summit to be held in spring 2018 and launch of an online platform to network with former Sault Ste. Marie residents.

BACKGROUND

In the Fall of 2016, Councillor Paul Christian approached City staff with a concept to establish a “Sault Summit” – an event that would bring together former Sault Ste. Marie residents in Toronto with a goal to involve them with the development of their hometown.

Councillor Christian was familiar with members of the former “SooBoys” or “SooConnected” group that organized a charity golf tournament to raise funds for the Sault Area Hospital. He had reached out to one of the members who was supportive of the Sault Summit concept and was willing to contact former participants of the “SooConnected” group to promote this event. Further, one of the members of the group was willing to assist in providing a facility in Toronto that could host this event.

Discussions with City, EDC and SSMIC staff began and support for this concept was received. Further analysis and research brought to light additional information including:

- SSMIC previously ran a campaign called “Sault Reconnect” that targeted IT professionals from Sault Ste. Marie and had achieved initial positive results from this effort.
- Other locations had developed platforms for connecting with former residents (in some cases referred to as alumni or “ex-pats” (expatriates)). Those included Connect Nova Scotia, Kea Connect (New Zealand) and

Advance (Australia). City staff had discussions with staff in Nova Scotia responsible for their program who were happy to share best practices.

- The work being concurrently undertaken by the Community Adjustment Committee pointed to the need to improve networking, promotion and talent attraction for the community which aligned with this effort.

During this development period, Councillor Sandra Hollingsworth also became a supporter of this initiative and involved with the planning for this proposed event. The concept has been refined and a summary of the event is as follows:

Concept: Invite a group of former Sault Ste. Marie residents in a ½ day workshop and networking event

Objective: There are a number of strategic objectives for the event:

- Provide an update on current activities in Sault Ste. Marie – what's new in your hometown that participants may not be aware of and seek input and strategic advice on the implementation of the community development plan.
- Provide opportunities for Sault Ste. Marie alumni to get involved which could include:
 - Mentoring/partnering with Sault Ste. Marie businesses to help growth
 - Assist in recruiting talent to fill high level job vacancies
 - Uncover new ideas for collaboration
- Seek input on a new Sault Ste. Marie alumni organization
 - Feedback on concept
 - Communications preferences (e.g., newsletter; LinkedIn group, etc.)
 - Events

It is also hoped that VIP alumni from Sault Ste. Marie will be able to participate in this inaugural Sault Summit.

Given the event is beginning to gather momentum and an appropriate lead time is required to invite VIP speakers and participants along with confirming event logistics, City staff would like to proceed with finalizing event preparations and require City Council approval to proceed.

ANALYSIS

Sault Ste. Marie has experienced a significant out-migration of talented alumni over the past decades. The recently completed Community Adjustment Committee report points to a number of activities that could be supported by the establishment of a strong network of Sault Ste. Marie alumni including:

- Talent attraction
- Support for Sault Ste. Marie entrepreneurs and businesses
- Community promotion/awareness

- Investment attraction

City staff has put together an initial, draft budget for this event and the establishment of an online networking platform to register and connect Sault Ste. Marie alumni. The budget would is expected to cost no more than \$20,000. This would include website development and event expenses for the summit including food, materials and travel expenses for participating City Councillors and staff.

The expenses for this event have been worked into the budget for the community development activities proposed for 2018. These expenses are included within the funding applications that have been submitted to NOHFC and FedNor for their approval. However, given the timelines required for approval from the other levels of government and the desire to begin organizing the event for Spring 2018, City staff are requesting approval to proceed with this event.

FINANCIAL IMPLICATIONS

The funding for this event and development of the online platform are proposed to come from the money allocated to community development activities. On August, 21, 2017, City Council authorized staff to invest \$444,656 in the implementation Community Adjustment Committee plan in 2018 using funds recently reallocated from SSMECD. Further, Council authorized staff to develop funding applications to seek support for the implementation plan and leverage the City investment into this project.

City staff committed to return to Council for approval of activities within the implementation plan. It is proposed that \$20,000 of the \$444,656 be approved for this purpose to enable event organization to proceed.

STRATEGIC PLAN / POLICY IMPACT

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

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 12 11 regarding the development of a "Sault Summit" event and web platform be received as information.

Sault Summit

2017 12 11

Page 4.

Further, that Council authorize staff to invest up to \$20,000 in the delivery of this event and the associated web platform.

Respectfully submitted,

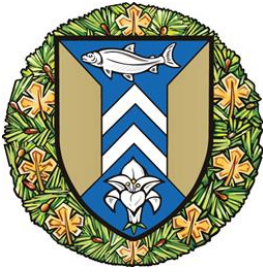
A handwritten signature in black ink, appearing to read "Tom Vair". The signature is written in a cursive style with a long horizontal line extending to the left.

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Heritage Property Tax Rebate Program

PURPOSE

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

BACKGROUND

One (1) owner of a designated heritage property in Sault Ste. Marie has filed an application to enroll in the City's Heritage Property Tax Rebate Program. The property is located at 83 Huron Street (Machine Shop).

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

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

ANALYSIS

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and are seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties. In 2016 there were 16 owners of designated heritage properties enrolled in the tax rebate program. Two new applications were received in 2017, approval for 780 Wellington Street East was received at the August 21, 2017 meeting of City Council. There are a total of 38 heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act.

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

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

Moved by: Councillor Hollingsworth

Seconded by: W. Hollingshead

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

CARRIED

FINANCIAL IMPLICATIONS

The estimated amount of the rebate for 83 Huron Street East for the 2016 tax year is \$13,850.00.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 12 11 concerning Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 83 Huron Street be enrolled in the Heritage Property Tax Rebate Program be approved.”

Respectfully submitted,

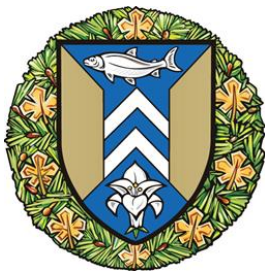


Virginia McLeod

Manager of Recreation and Culture

705.759.5311

v.mcleod@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: Designated Heritage Property Tax Rebates

PURPOSE

To provide Council with a summary of, and to seek Council's approval for, the tax rebates being recommended for the 2016 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

BACKGROUND

The Ontario Government, under the Municipal Act, allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community. Bylaw 2005-186 outlines the guidelines for those enrolled in the program.

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Sault Ste. Marie Heritage Property Tax Rebate Program recognize these costs, and are seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. Currently there are 17 owners of 18 heritage properties enrolled in the program. There are a total of 37 heritage sites in the city of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act, and 6 registered sites of cultural heritage value under section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner which is then registered on the property title.

ANALYSIS

Owners enrolled in the Heritage Property Tax Rebate Program must complete an annual application for the rebate and indicate what work they plan to do to

maintain their heritage property. Property inspections are conducted annually by members of the Sault Ste. Marie Municipal Heritage Committee and a City Building Inspector to ensure that adequate ongoing maintenance is occurring and that owners are following their maintenance plans. Recommendations for owners to receive the tax rebate are made based upon current and previous inspections and the owners maintenance record.

Applications for the 2016 tax rebates have been received from 17 owners for 18 designated heritage properties in the City.

The following properties and owners qualify for the Heritage Property Tax Rebate for the 2016 tax year.

1. **875 Queen Street – Forest Insect Laboratory** - Owned by 1022291 Ontario Ltd.
2. **69 Church Street – Air Service Hanger** – Owned by 1022291 Ontario Ltd.
3. **10 Kensington Terrace, Unit #1- Upton House** – Owned by Dawn MacPhee
4. **10 Kensington Terrace, Unit #2 – Upton House** – Owned by Dennis and Nancy Cavanaugh
5. **10 Kensington Terrace, Unit #3- Upton House** – Owned by John and Anne Kasch
6. **193 Pim Street – Wellington Square Townhouses** – Owned by Mark Coleman
7. **189 Pim Street – Wellington Square Townhouses** – Owned by Jacques Potvin and Joanne Zeppa
8. **191 Pim Street – Wellington Square Townhouses** – Owned by Greg and Patricia Vaughan
9. **115 Upton Road – 1902 Family Residence** – Owned by Dr. T. Best and Dr. M. Leahy
10. **242 - 246 Queen Street East – Hussey Block** – Owned by W. M. Watts Investments Limited
11. **864 Queen St. East – Algonquin Hotel** – Owned by Martin Fiser
12. **1035 Queen St. East** – Owned by Randy & Karen Marinich
13. **358 – 356 Queen Street – Barnes/ Fawcett Block** – Owned by Frank Filice.
14. **143 McGregor Avenue – McLeod Family Residence** – Owned by Jacob and Sarah St. Amour
15. **1164 Queen St. East** – Owned by Cindy Parniak
16. **36 Herrick Street** – Owned by Jared MacKinnon & Marisa Caswell
17. **780 Wellington** – Owned by Laurence Guerriero
18. **83 Huron Street – Machine Shop** – Owned by 11880004 Ontario Ltd.

The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their November 1, 2017 meeting:

Moved by: H. Robbins

Seconded by: J. Piskiewicz

“Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse the 2017 property inspection report for those designated heritage properties enrolled in the Designated Heritage Property Tax Rebate Program and that based on the results of the property inspections, recommends to City Council that the Designated Heritage Property Tax Rebate for the 2016 tax year be paid to all enrolled owners and further that a report be sent to City Council to approve the rebates for the 2016 tax year.”

CARRIED

FINANCIAL IMPLICATIONS

The amount of the rebate varies annually depending on the number of applicants. The rebate for the 2016 tax year is \$88,234.46 of which the municipal portion is \$65,932.60 and the education portion \$22,301.86. This is pending Council's approval and final calculations by the Finance Department.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

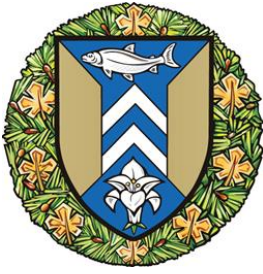
It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 12 11 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2016 tax year be paid to the qualified owners of designated heritage properties enrolled in the program, be approved.”

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Sault Ste. Marie Insectarium (Entomica) EDF Application

PURPOSE

The purpose of this report is to provide information and seek City Council's decision on a request for funds from the Economic Development Fund by the Sault Ste. Marie Insectarium (Entomica).

BACKGROUND

The Sault Ste. Marie Insectarium (SSMI) is a not-for-profit corporation that was established in January 2017. While SSMI is the legal name of the entity, the operation will be familiar to Council through its operating brand name, Entomica. The organization established itself as a not-for-profit (NFP) and will operate in parallel with Entomica Inc. (a for profit corporation) until the end of 2017. This was to allow a smooth transition, and plan to adopt Entomica as their business name after dissolving Entomica Inc.

SSMI is an insect-focused discovery centre aimed at raising awareness and fostering appreciation of the natural world by offering dynamic educational and entertainment experiences for all ages, specifically with exotic insects from around the world.

When Riversedge Developments opened the Mill Market in June 2014, Entomica was offered space to set up a temporary facility to introduce its insectarium and associated programs to the community. Up until December 2016, Entomica was funded by Riversedge Developments. It was realized that Entomica would better serve the community as a not-for-profit organization and thus SSMI was incorporated. It was at this point that the SSMI began paying rent at the Mill Market.

The show-case period was expected to last for two months, but the exhibit proved there was enough public interest that permanent full-time and part-time positions were established to operate a proper facility capable of meeting the demands of the public.

Since then, the SSMI has developed and now offers tours for school groups and private groups, birthday parties, summer camps, special events, and has been recognized for their unique Science for Senior's program. The SSMI is the first science centre in Canada permitted to take exotic insects out of quarantine for community outreach, meaning that the organization can take advantage of opportunities to enrich the community in ways that might otherwise not have been possible (e.g. classrooms, nursing homes, community events, etc.). Today, the SSMI is working on creating nature-based therapy programs focused on improving youth mental health.

SSMI's interactive displays and programs are unique in Canada and have received recognition at national (Best Program for Small Institution Award, Canadian Association of Science Centres, June 2016), provincial (Best New Science Festival in Ontario, Festival and Events Ontario, February 2017) and local (Innovation in Social Entrepreneurship Award, Sault Ste. Marie Innovation Centre, November 2016) levels. Additional information on SSMI is found in Attachment A.

SSMI is considering relocating to the Bushplane Heritage Centre, and to seek support from the Economic Development Fund to obtain bridge funding until financial stability can be achieved.

SSMI is requesting \$78,000 from the Economic Development Fund (EDF) to continue to employ one full-time position (\$60,000 annually) and support rent costs (\$18,000 annually).

SSMI has indicated the need for financial assistance is particularly pressing for the survival of the organization. Most funding agencies require that applicants have operated as a not-for-profit (NFP) for one to two years before qualifying. Entomica officially incorporated as SSMI, a NFP, in January 2017.

Furthermore, the SSMI will almost certainly face a disruption in revenue generating programs with the planned relocation to the Bushplane Centre.

While at the Mill Market, SSMI required an operating budget of approximately \$100,000. With their existing programs, SSMI has been able to generate about \$30,000 in revenue annually on average (revenue breakdown provided in Attachment A).

Salaries to date the SSMI curator and program coordinators were obtained through NOHFC, which provided an opportunity to train and prepare highly qualified personnel for permanent positions.

ANALYSIS

The purpose of the Economic Development Fund is to support job creation, support the increase of new tax assessment through new investments, and to support economic development projects.

The current EDF criteria were established in 2010 and require updating. In addition, the administration and review of EDF applications is being revisited by staff and the EDC given recommendations from MDB Insight following the economic development review.

Given we are in a transition phase with the program, along with the pressing nature of SSMI's request, staff felt it appropriate to bring this application to City Council for decision.

FINANCIAL IMPLICATIONS

The SSMI is requesting a total funding of \$78,000; \$60,000 for one full-time employee, and \$18,000 for one-year's rent at the Bushplane Heritage Centre.

Currently, the Economic Development Fund is uncommitted for 2018 and the total amount set aside for the EDF for the year is \$500,000.

STRATEGIC PLAN / POLICY IMPACT

This item aligns with the Corporate Strategic Plan in the focus area of Community Development and Partnerships.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding in the amount of \$78,000 from the Economic Development Fund be approved.

Respectfully submitted,



Tom Vair
Deputy CAO
Community Development & Enterprise Services
(705)759-5264
t.vair@cityssm.on.ca

4.1 Applicant Information

4.1.1. Legal name of organization

Sault Ste. Marie Insectarium

4.1.2. Names of Officers, Directors, Principals

John Dedes, President

Kees van Frankenhuyzen, Secretary/Treasurer

Sarah Butler, Director

Ashlee Gerard, Director

Corinne Wilkerson, Director

4.1.3. History of Organization

The Sault Ste. Marie Insectarium (SSMI) is a not-for-profit corporation that received its letters patent in January 2017. It was preceded by Entomica Inc., a for-profit corporation that was established in December 2013 as part of the Destination North plans for redevelopment of the former St. Mary's paper mill site. The idea was to develop a world-class insect-based science centre in the pulp tower as a key tourist attraction. When Riversedge Developments opened the Mill Market in the former fish hatchery near the St. Mary's site in June 2014, Entomica was offered 1000 square feet of space to set up a temporary facility to introduce its insectarium and associated programs to the community. The response from the public, tourists and schools was so encouraging that we continued to operate beyond the planned two-month showcase period. With financing from Riversedge Developments, we hired a full-time facility and program coordinator, staffed various part-time and temporary positions and mobilized a large contingent of keen volunteers.

In addition to public tours of our insect exhibits during market opening hours, we started offering tours for school groups and private tours for various organizations, birthday parties, summer camps, and special events during holidays and community events. Entomica became the first science centre in Canada to get permission from regulatory agencies to take our insects out into the community. We capitalized on that by developing unique programs that have been recognized nationally, in particular our highly touted Science for Seniors program and outreach programs in schools.

Entomica Inc. continued to operate under auspices of Riversedge Development until December 2016. At that point, it had become clear that the Destination North development was not coming to fruition, and that our initiative had a better fit as a not-for-profit community development organization. We re-invented ourselves as a not-for-profit (NFP), called the SSM Insectarium, operating in parallel with Entomica Inc. until the end of 2017. This was to allow a smooth transition, and plan to adopt Entomica as our business name after dissolving Entomica Inc. We are now aiming to become an integral part of our community by securing a permanent home where we can grow, and by

obtaining bridge funding until we can achieve financial stability grounded in expanded programs, exhibits and grants.

4.1.4. Organization mandate

The SSMI is an insect-focused science discovery centre aimed at:

- Cultivating awareness and appreciation of the natural world by offering dynamic educational and entertainment experiences for all ages
- Catalyzing partnerships that promote community development
- Creating nature-based therapy programs focused on improving youth mental health
- Creating jobs for underemployed citizens

The SSMI is achieving those goals by providing:

- A permanent exhibit showcasing live insects from all over the world with a “WOW” factor that appeals to residents and tourists of all ages
- On-site educational programs to schools, colleges, universities and community groups
- Out-reach educational programs in schools, senior facilities and nursing homes, community events
- Summer camps for youth in collaboration with local partners

4.1.5. Key contact for initiative

John Dedes

4.1.6. Contributing partners

Canadian Bush plane Heritage Centre, Algoma University, Sault College, Algoma District School Board, SSM Innovation Centre, SSM Economic Development Corporation, NOHFC, Science North

4.1.7. References

Guy Labine, Executive Director, Science North

Mike Delfre, Canadian Bush plane Heritage Centre

Lucia Reece, Director of Education, Algoma District School Board

4.2. Project information

4.2.1. Project Description

The Sault Ste. Marie Insectarium is a project partnership envisioned and led by John Dedes, internationally renowned Biologist and Supervisor of the Insect Production and Quarantine Laboratory at the Great Lakes Forestry Centre. It is a place where visitors discover the hidden and often misunderstood world of insects through live exhibits of insects from all over the world, with the aim of sparking a curiosity that leads to a passion

for lifelong learning and discovery. Its success and popularity can be attributed to hands-on interactive experiences that are tailored to visitors of all ages and backgrounds. Our interactive displays and programs are unique in Canada and have received recognition at national (Best Program for Small Institution Award, Canadian Association of Science Centres, June 2016), provincial (Best New Science Festival in Ontario, Festival and Events Ontario, February 2017) and local (Innovation in Social Entrepreneurship Award, Sault Ste. Marie Innovation Centre, November 2016) levels.

Other achievements and proof of broad community engagement and benefits to our community are chronicled below in the attached synopsis. Now that our ties with our funder, Riversedge Developments are severed, Entomica Inc. is being eclipsed by the not-for-profit SSMI, which is facing the challenges of:

- (1) Securing its contributions to the community by establishing stable base funding
- (2) Finding sufficient operating funds to maintain our insect colonies and continue to offer and expand our innovative programs
- (3) Finding a home where we can stay and grow. Since Mill Market's future is not secure and offers no options for expansion. We are currently in talks with the Canadian Bushplane Heritage Centre to become an integral component of their exhibits but to also remain autonomous and self-directed.

4.2.2. Objectives

To secure continued operation of SSMI as an organization that enhances our community by providing insect-based entertaining and educational programs and exhibits that inspire and appeal to residents and visitors alike. We are facing a critical year that will determine whether or not the SSMI continues to exist, having to find a permanent home and securing sufficient operating funds at the same time. The need for operating funds is particular pressing for 2018, as we are not yet in a position to apply to various funding agencies as a new not-for-profit because most agencies require their applicants to have operated as an NFP for at least one or two years before they qualify. In addition, the possible move to the Canadian Bush plane and Heritage Centre will temporarily disrupt our ability to offer revenue-generating programs.

4.3. Costs and Financing

Operation of SSMI exhibits and programs at the Mill Market requires an operating budget of roughly \$100,000 annually. With our existing programs, we have been able to generate about \$30,000 in revenue annually on average (see-attached synopsis). Salaries to date for our curator and program coordinators were obtained through NOHFC, which provided an opportunity to train and prepare highly qualified personnel for permanent positions, if funding could be found once their internships ended. We seek funding to secure at least one full-time position (\$60,000 annually) and rent (\$18,000 annually).

4.5. Community benefits

4.5.1. How the project compliments other local initiatives

Our programs and exhibits have enhanced the Mill Market, a local farmer's market initiative, through virtue of our co-location. Public tours of our insect exhibits by our staff and volunteers are much sought after by market patrons and families. We have been a key contributor and instigator of the annual Sault Ste. Marie Science Festival, a Science North initiative. We have contributed to many community-based events and initiatives, such as Festival of Trees, Passport to Unity, Bushplane Days, Hub trail day, Bon Soo, and others (see attached synopsis).

4.5.2. Impact on the community as a whole

The previous 3 years have shown that our programs and activities

- (1) are unique among all science centres in Canada
- (2) appeal to, inspire and engage our residents, from young to old
- (3) are in high demand by the general public with hundreds of visitors each year
- (4) are in high demand by teachers to complement the science curriculum in a way that inspires students of all ages
- (5) are in demand in other communities throughout Algoma and beyond including Bind River, Iroquois falls, Wawa, Serpent River, North Bay and Toronto.
- (6) are effective in reaching and touching exceptional students and youth with emotional or developmental challenges
- (7) inspire, motivate and enable youth to volunteer and participate in innovative programs such as kids teaching seniors in our Science for Seniors program and many adults as well
- (8) create job opportunities for full-time staff (curator, lab manager, program coordinator) and part-time staff (insect care)
- (9) offer a tourist attraction that is novel and unique, not only in SSM but elsewhere, due to the hands-on experience that is provided
- (10) have put SSM on the national map as a community that has something to offer.

The Sault Ste. Marie Insectarium-Entomica

...Is an insect-focused science discovery centre aimed at:

- Cultivating awareness and appreciation of the natural world by offering dynamic educational and entertainment experiences for all ages including seniors
- Catalyzing partnerships that promote community development
- Creating nature-based therapy programs focused on improving youth mental health
- Creating jobs for underemployed citizens and for graduates from our local college and university

...Is achieving those goals by providing:

- A permanent exhibit showcasing live insects from all over the world with a “WOW” factor that appeals to residents and tourists of all ages
- On-site educational programs to schools, colleges, universities and community groups
- Out-reach educational programs in schools, senior nursing homes, community events in Sault Ste. Marie, Northern and Southern Ontario
- Summer camps for youth

...Our history to date:

- Hatched in 2012-2013 by local professionals in Entomology and Mental Health (Nature therapy), and community-development and business expertise of the Mill Square development project
- Incorporated as a for-profit corporation with shareholders in December 2013
- Opened a ~1000 square feet pilot Insectarium in Mill Market in June 2014
 - consisting of a Quarantine Rearing zone, a Display zone, and Visitor Reception zone
 - featuring a display inventory of spectacular exotic insects
 - with initial investment from Riversedge Developments
- Became in 2014 first science centre in Canada to receive permission from regulatory agency (CFIA) to take exotic insects out of Quarantine facility for community outreach
- Hired a full-time manager/curator and part-time staff
- Established cadre of committed and trained volunteers of all ages
- Developed Standard Operating Procedures for Insect colony care and an Employee and Volunteer Handbook
- Established a small Gift Shop to sell insect-focused merchandise including custom-made frame-mounted insects
- Established social media promotion mechanisms, including Facebook, Web site, Entomica newsletter, and a Bug-of-the-Week YouTube feature
- Accepted in 2015 as newest member of the Canadian Association of Science Centres
- Incorporated the not-for-profit Sault Ste. Marie Insectarium in January 2017

...Our key achievements: programs

- *Public exhibits*
 - 2200 opening hours and ~ 9000 admissions from opening till end of 2016
- *Educational on-site tours*

- June 2014: Pilot program for elementary schools: 16 classes, 8 schools
- On average 25 class visits per school year 2014-16 school year: 38 classes
- Annual tours and lectures for college and university students
- *Educational outreach programs in Sault Ste Marie*
 - 16 school visits since start of program in 2015
- *Educational outreach programs in region*
 - Iroquois Falls, 3 primary schools, 19 classes, June 2016
 - Serpent River, special education program, March, November 2017
 - Blind River, primary school, March, November 2017
- *Science for Seniors outreach programs*
 - 2015: 5 senior citizen centres, Sault Ste Marie
 - 2016: 7 senior citizen centres, Sault Ste Marie
 - 2016: 1 senior citizen centre, Iroquois Falls
 - 2017: 5 senior citizen centres, Sault Ste. Marie

...Our key achievements: events

- Bon Soo, February 2015
- Science Carnival, April 2015; attendance: 1500; April 2016; attendance: 2000
- Science Carnival North Bay, November 2017
- Inauguration of Canada Goose, Wawa, July 2017
- Annual participation in various community events: Seedy Saturday, Hub Trail day, Festival of Trees, Passport for Unity, Green Expo, ARTE, Science Festival
- Fundraising services for United Way: events at PUC, OLG, GLFC, Sault College November –December 2017

...Our key achievements: recognition

- May 2015: hosted Blue Ant Media to film segments for Love Nature specialty channel
- May 2016: Accepted under CASC Reciprocal Membership Program. Entomica membership gives holders unlimited free access to 19 other main science centres across Canada
- June 2016: Canadian Association of Science Centres Best Program for a Small Institution in Canada Award for Science for Seniors program
- June 2016: Canadian Association of Science Centres Making a Difference in Canada Award for CEO John Dedes
- October 2016: Social Entrepreneurship of the Year Award- Innovation Centre Awards-Regional (Algoma)
- March 2017: Best New Festival in Ontario- Festival and Events Ontario award for Sault Ste. Marie Science Festival - Entomica is only partner that participates in all 4 key Festival events
- March 2017: Selected to host a challenge for the Amazing Race Canada, filmed May 16 2017 and broad cast on national CTV with Canada-wide audience of millions of viewers in September 2017
- April 2017: Invited to be a marquis event, Royal Ontario Museum Earth Day weekend
- Canada150: selected to bring travelling science centre called the Actua Maker Mobile to Sault Ste Marie for the July 5, 2017 event.

...Our community partners

- Science North:
 - we are pursuing a formal partnership with Science North
 - all events, Science Festival
- Innovation Centre: ARTE, Science Festival
- Bushplane museum:
 - Annual participation in Family Day and Busplane Days
 - Science for Seniors Program, Science Festival
 - Adult Night, Science Festival
 - Summer camps 2017
 - Canada150 events 2017
- Sault College:
 - Science Festival
 - 2017 Summer camps
- Algoma University
 - Science Festival

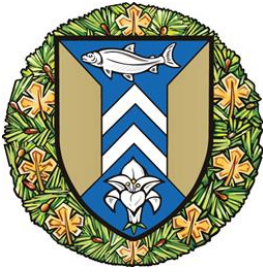
...Our revenues:

	06-12 2014	01-12 2015	01-12 2016	01-11 2017
Admissions	8000	9700	5400	3500
Schools/events	4000	12500	11700	15450
Merchandise	3600	4800	2700	2250
Other (grants)	3600	15000	4200	12825
Total	19400	42000	24000	34025

...Our vision moving forward:

- Transition in 2017 from for-profit 'Entomica Inc' to not-for-profit 'Entomica, Sault Ste. Marie Insectarium
- Formalize relationships (partnership, sponsorship) with Canadian Bushplane Heritage Centre and with Science North
- Establish permanent location for Insectarium associated with a community living/meeting space with room for growth and expansion
- Expand facility one day to include:
 - Community living/meeting space (insect-themed indoor children's playground, carousel, butterfly café, etc.)
 - Greenhouse (production of insect food)
 - Butterfly house and meditation garden
 - Nocturnal insect display
 - Facility to mass-produce and sell butterflies and caterpillar kits for release at special events, to schools and families- support our programming costs
- Expand outreach programs to schools and community events throughout Ontario

- Establish youth and adult mental health programs using insects as a way of reconnecting with nature, in partnership with Algoma Family Services, Public Health Unit and others.



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: Biosolids Management Engineering Services

PURPOSE

The purpose of the report is to request approval to retain AECOM for biosolids management engineering services.

BACKGROUND

Council approved issuance of a Request for Proposal for biosolids management at the April 10, 2017 meeting. The scope of work generally includes design, tendering, and contract administration for construction of a biosolids processing facility, in addition to operations and maintenance considerations.

ANALYSIS

A Request for Proposal was issued and two Consultants submitted proposals that were evaluated by City Engineering staff. After a thorough analysis of the submissions based on an established set of criteria, it is recommended that AECOM be retained for a fee of \$1,234,567 excluding HST.

FINANCIAL IMPLICATIONS

The recommendations in the Class Environmental Assessment identified either alkaline stabilization or composting as the preferred process. Engineering costs will be dependent on the type of technology selected during the RFP phase for equipment which will determine the preferred process. The fee estimate for the detailed design and construction services is based on an estimated construction value of \$17 million. The project will be funded through the sanitary sewer surcharge account in accordance with the City's budget, which allocated \$1 million in 2017 and \$9 million in 2018, with remaining costs to be allocated in subsequent years. Detailed design and tendering for the facility will more accurately reflect the true costs of the project.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

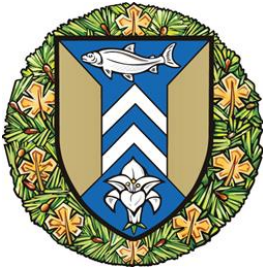
It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2017 11 20 concerning the biosolids management facility engineering services be received, and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Asphalt Paving Restrictions

PURPOSE

The purpose of this report is to address the following resolution passed at the 2017 10 10 meeting of Council:

Whereas morning office rush hour times are between 8 AM and 9:30 AM on City streets; and,

Whereas evening office rush hour times are between 4:30 PM and 6:00 PM on City streets; and,

Whereas any impeding of traffic at these times amplifies congestion on the City streets; and,

Whereas arterial roads are used by most residents to arrive to and from any destination in the city at all hours of the day, but at higher volumes during the morning and evening rush hours; and,

Whereas in recent months most line painting and resurfacing have been undertaken on these arterial roads during the morning and evening rush hours, amplifying traffic congestion;

Now Therefore Be It Resolved that staff report back on the feasibility of ensuring any future City contracts awarded for construction works on arterial roads specify that, to the greatest degree possible, traffic not be impeded during the morning or evening rush hour set out herein as long as the restrictions have no more than a minimal impact on the overall cost of the roadworks.

BACKGROUND

In the 2017 construction season, paving of arterial roads included two sections of Second Line: between Carmen's Way and North Street, and between Great Northern Road and Old Garden River Road. Records indicate that a paving crew

was present 10 days, and 6 days respectively at each location. Staff records indicate line painting was completed at night during low volume traffic flow.

In order to ensure quality asphalt paving it is critical that abutting asphalt work is close to the same temperature. Ideally it would be a continuous operation from start to finish so that no transverse or longitudinal joints have hot asphalt placed against a cooled asphalt lift. Unfortunately, for longitudinal joints at least, it is not feasible to maintain hot longitudinal joints unless several paving crews pave the road in echelon from start to finish. Such an operation would provide superior quality paving; however it would require multiple crews and complete closure of the road. Instead, the practice on arteries in this City utilizes one paving crew as continuously as possible throughout the day, usually resulting in cold transverse joints between paving days.

ANALYSIS

Paving intermittently throughout the day to avoid rush hours is not recommended. Intermittent paving will decrease the quality of the pavement due primarily to cold joints, reducing the life expectancy of the asphalt surface and more frequent resurfacing is likely. Further, it will decrease productivity and drive costs higher because of the need to pay wages during rush hour standby times. Given the number of days where traffic is affected by asphalt paving on arteries – a total of 16 days at two locations, it cannot be considered a long term chronic construction problem.

Field staff observations indicate that traffic is congested on arteries the most when paving operations are at or near intersections. Staff and City contractors have recently resorted to paving some intersections of major arteries at night, or on weekends. While this reduces times of congestion, it can be in breach of the City noise and truck route restrictions if the asphalt batch plant is not on a class A truck route.

Staff has retained Police Services to assist with traffic control during paving operations particularly at intersections, with good success. This can be made a requirement on future contracts.

Line painting on arterial roads for reconstruction or resurfacing projects is typically done in off peak hours. This can also be made a requirement on future contracts.

In summary, staff recommends against intermittent paving for rush hours, but will consider formalizing the requirement for more Police Services assistance during paving on arteries to improve traffic flow, and specifying that line painting on new arterial surfaces be completed at off-peak traffic hours.

FINANCIAL IMPLICATIONS

There will be an additional cost in the range of \$2,000 for off-duty police services and cruisers for traffic control. This cost can be absorbed in the capital budget.

STRATEGIC PLAN / POLICY IMPACT

This report has no impact on the strategic plan.

RECOMMENDATION

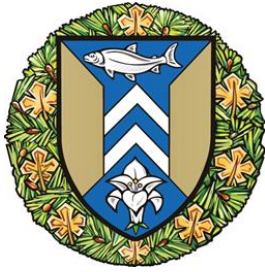
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2017 12 11 concerning restrictions to timing of asphalt paving be received as information.

Respectfully submitted,

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

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



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Lauren Perry , Emergency Management Coordinator

DEPARTMENT: Fire Services

RE: Emergency Management Program and Emergency Response Plan

PURPOSE

The purpose of this report is to update By-law 2013-13 which adopts the Emergency Management Program and Emergency Response Plan.

BACKGROUND

As part of the Emergency Management Program review the City's Emergency Response Plan underwent a thorough revision and as such the by-law needs to be amended.

ANALYSIS

Legislatively the Emergency Management and Civil Protection Act requires that the "council of the municipality shall by by-law adopt the emergency plan" 2002, c14, s 5(1).

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

Updating the Emergency Management Planning By-law is consistent with the Corporate value of committing to the citizens and the community

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Emergency Management Coordinator be received and further that By-law number 2017-236 adopting the Emergency Management Program and Emergency Response Plan be approved.

Emergency Management Program and Emergency Response Plan

2017 12 11

Page 2.

Respectfully submitted,

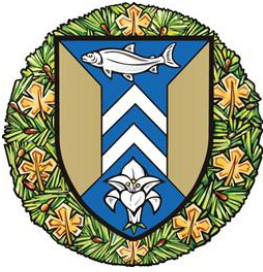
A handwritten signature in cursive script that reads "Lauren Perry".

Lauren Perry
Emergency Management Coordinator
705-541-5173

Recommended for approval,

A handwritten signature in cursive script that reads "Peter Johnson".

Peter Johnson
Fire Chief
705-759-5273



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Lauren Perry, Emergency Management Coordinator

DEPARTMENT: Fire Services

RE: Emergency Management Program and Emergency Response Plan Report Addendum

PURPOSE

The purpose of this addendum is to provide additional background on the Emergency Management Program and Emergency Response Plan Report .

BACKGROUND

The updates to the Emergency Management Program and Emergency Response Plan by-law are focused on Schedule A- The Emergency Response Plan. The updates to the plan are focused on the Command and Control aspect which is done by aligning our Emergency Response Plan with the provincial best practice of Incident Management System. The adoption of the Incident Management System is a recommendation that comes from the Report of the Elliot Lake Commission of Inquiry to create a more effective response.

While the majority of the plans have simply been updated to reflect the Incident Management System; there are four new Annexes that have been developed as well which include:

1. Hot Weather Response Plan
Sault Ste. Marie Emergency Management has collaborated with the Extreme Weather Committee to develop a Hot Weather Response. Plan with the intention to alert those most at risk of heat related illness of hot weather conditions
2. Notification Annex for the Source Water Protection Plan
The Sault Ste. Marie Region Source Protection Plan has been developed to protect municipal drinking water sources. The Gros Cap surface water intake is located in close proximity to the International Shipping Channel. This notification annex is intended to ensure that appropriate parties are immediately notified if there is the threat of a spill, or a spill has been

Emergency Management Program and Emergency Response Plan Report Addendum

2017 12 11

Page 2.

confirmed in the Intake Protection Zones, so that the water intake can be shut off immediately.

3. Flood Plan

As flooding is a known hazard in Sault Ste. Marie, the municipality, Sault Ste. Marie Conservation Authority, and other partner agencies recognize the need for a Flood Response Plan to coordinate flood preparedness and response actions. This plan will establish, in advance, those working arrangements that will be necessary to establish control in the event of a flooding emergency.

4. Animal Care Plan

This plan supports existing emergency response plans for the Corporation of the City of Sault Ste. Marie by providing the operational procedures for the evacuation, care and control of animals during a large-scale disaster.

ANALYSIS

NA

FINANCIAL IMPLICATIONS

NA

STRATEGIC PLAN / POLICY IMPACT

NA

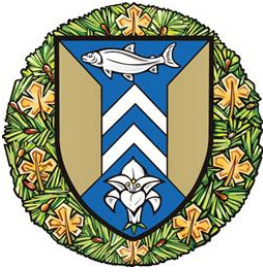
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Emergency Management Coordinator be received as information.

Respectfully submitted,

Lauren Perry
Emergency Management Coordinator
705.541-5173
l.perry@cityssm.on.ca



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeff King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: AG28 – United Way – Insurance Provision

PURPOSE

The purpose of this report is to request Council's authorization of an Amending Agreement between the City and the United Way of Sault Ste. Marie to incorporate an insurance provision into the existing Licence to Occupy Agreement.

BACKGROUND

The City of Sault Ste. Marie has a Licence of Occupation Agreement (the "Agreement") with the United Way of Sault Ste. Marie to permit the United Way to erect temporary signs on five (5) pieces of City property around the City. The Agreement was entered into on September 1, 1992 and remains in force. The five (5) properties are identified as follows:

1. Bottom of Pim Street Hill at the fork of Church Street;
2. The Pump House at the corner of Bay Street & Gore Street;
3. The fork at Wellington Street East & Trunk Road, on Queen Elizabeth Field or the old Fire Hall;
4. Corner of Korah Road & Second Line West; and
5. Corner of McNabb Street, Pim Street, & Great Northern Road on the Canadian Tire side of the intersection.

ANALYSIS

Since this Agreement was entered into, the City has made changes to its requirements for a Licence of Occupation. For example, the City has added an insurance requirement. The United Way is still using the above-mentioned locations for sign placement and wishes to maintain the Agreement. The Legal Department has prepared an Amending Agreement in order to incorporate an insurance provision into the existing Licence to Occupy Agreement. The United Way is already in compliance with the City's insurance requirement. An

insurance certificate has been submitted showing coverage in the amount of Five Million (\$5,000,000.00) Dollars and naming the City as an additional insured. The Amending Agreement is merely to formalize this requirement.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

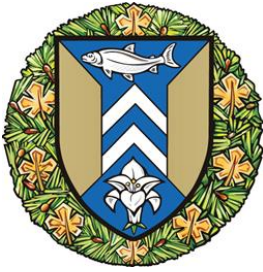
By-law 2017-235 authorizing the execution of an Amending Agreement between the City and the United Way of Sault Ste. Marie appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Jeff King
Solicitor/Prosecutor
705.759.2662
j.king@cityssm.on.ca

JK/tj



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

COUNCIL REPORT

December 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: Property Required for Bridge Plaza Redevelopment

PURPOSE

The purpose of this report is to seek Council approval to:

1. assume, close and convey part of a lane (PIN 31576-0010 (LT) in the Hudson Bay Subdivision and part of Hudson Street (Part PIN 31576-0329 LT);
2. declare the property described in PIN 31578-0173 (LT) (formerly known as Sinclair Street) as surplus to the City's needs;
3. declare the property described as PT PIN 31578-0170 (LT) being the property abutting Carmen's Way as surplus to the City's needs; (collectively #1-3 as the "Lands"); and
4. declare the property described as PT PIN 31576-0024 (LT) being civic 395 Queen Street West as surplus to the City's needs (Council approved the conveyance of said property by Council report dated June 22, 2009, attached as Schedule "B" hereto) (the "Additional Lands").

Once approved, the Lands and the Additional Lands will be conveyed to the Federal Bridge Corporation Limited (FBCL) (formerly The St. Mary's River Bridge Company).

ATTACHMENTS

Attached as Schedule "A" is a map depicting the Lands and Additional Lands.
Attached as Schedule "B" is a Council Report dated June 22, 2009.
Attached as Schedule "C" is a copy of City Council Resolution dated June 22, 2009.

BACKGROUND

In or about 2009, the City received requests from the Federal Bridge Corporation Limited (formerly the St. Mary's River Bridge Company) to acquire various

December 11, 2017

2017 12 11

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properties for the new Bridge Plaza expansion. Discussions ensued and the City committed to sale of the Lands for the nominal sum of \$1.00 in exchange for FBCL agreeing to construct the portion of the Hub Trail located in the vicinity of these Lands. That construction has been completed.

FBCL thereafter expressed its desire to acquire the Additional Lands. On June 22, 2009, City Council authorized the conveyance of the Additional Lands to facilitate the redevelopment of the Bridge Plaza at a price to be negotiated. An appraisal was obtained which valued the Additional Lands at \$144,000.00. The parties negotiated and agreed to the sale of these Additional Lands for the sum of \$140,000.00.

Construction of the Bridge Plaza thereafter ensued. Given the potential for variations onsite with construction and the multiple easements FBCL needed to register prior to sale, the actual transfers are now in the process of being finalized. The by-laws referenced in the Recommendation section of this report is necessary to facilitate the transfer of the Lands and Additional Lands.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

The disposition of the Lands and Additional Lands is consistent with the City's plan to dispose of surplus property.

There is no significant financial impact associated with the assumption, closure and conveyance of the street/lane. The sale of 395 Queen Street West will generate \$140,000.00 in revenue.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Authorize the Legal Department to:

1. assume, close and convey part of a lane (PIN 31576-0010 (LT) in the Hudson Bay Subdivision and part of Hudson Street (Part PIN 31576-0329 LT);
2. declare the property described in PIN 31578-0173 (LT) (formerly known as Sinclair Street) as surplus to the City's needs;
3. declare the property described as PT PIN 31578-0170 (LT) being the property abutting Carmen's Way as surplus to the City's needs; (collectively #1-3 as the "Lands"); and
4. declare the property described as PT PIN 31576-0024 (LT) being civic 395 Queen Street West as surplus to the City's needs (Council approved the

December 11, 2017

2017 12 11

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conveyance of said property by Council report dated June 22, 2009, attached as Schedule "B" hereto) (the "Additional Lands").

By-law 2017-247, 2017-248 (being by-laws to assume, close and convey to the Federal Bridge Corporation Limited part of a lane and part of a street in the Hudson Bay Subdivision) 2017-249, 2017-250, and 2017-251 (being by-laws to declare the subject properties as surplus to the City's needs and to authorize the disposition of the properties in accordance with the City's policy for the disposition of lands to the Federal Bridge Corporation Limited) appear elsewhere on the Agenda and are recommended for approval

Respectfully Submitted,



Melanie Borowicz-Sibenik

MBS/da
Attachments

LEGAL\STAFF\COUNCIL\REPORTS\2017\PROPERTY REQUIRED FOR BRIDGE PLAZA REDEVELOPMENT.DOCX

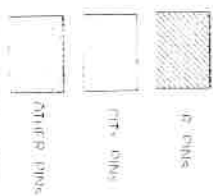
SCHEDULE "A"

2. Former Sinclair Street

1. Pt. Hudson Street Pt. Lane Hudson Bay Subdivision

3. Property Abutting Carmen's Way

4. 395 Queen Street East



LOTS 13 TO 14 BOTH INCLUSIVE
PART OF LOT 45
THOMPSON STREET AS CLOSED AND
BETWEEN HUDSON AND HUDSON STREETS
REGISTERED PLAN NO. 4173

AND
LOTS 1 TO 13 BOTH INCLUSIVE
AND 10 AND 20 FT LANE AS CLOSED
REGISTERED PLAN NO. 3845

AND
LOTS 13 TO 15 BOTH INCLUSIVE
NORTH QUEEN STREET
AND LOT 16
LOTS 14 TO 18 BOTH INCLUSIVE
NORTH QUEEN STREET
BETWEEN SUPERIOR AND LURRAY STREETS
ORIGINAL TOWN PLOT
CITY OF SASKATCHEWAN
DISTRICT OF NIPAWA
PLAN NO. 700

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

FILE NO.: Legal File 6965

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Nuala M. Kenny
Assistant City Solicitor

DATE: 2009 06 22

SUBJECT: Request from the St. Mary's River Bridge Company to
Acquire City Owned Property Stretching from Huron to
Hudson Street on the South Side of Queen Street

PURPOSE

The purpose of this report is to bring to City Council's attention the request from the St. Mary's River Bridge Company (the Company) to acquire property located on the south side of Queen stretching from Huron to Hudson Streets. This property is located immediately north of the Transit garage.

ATTACHMENTS

Attached is a letter dated May 21, 2009 from Jim McIntyre, President of the Company addressed to Joe Fratesi.

A plan showing the property in question is also attached.

BACKGROUND

About two and a half years ago the Company was interested in leasing from the City property that the City owned at 395 Queen Street West. However afterwards the Company decided to lease premises elsewhere for a portion of the bridge operation. Now the Company has approached the City about acquiring not only 395 Queen Street West but also the property to the east of that right through to Huron Street. Basically the Company wants to acquire the property on the south side of Queen from Huron to Hudson Street to a depth of approximately 94 feet.

In the event the Company is successful in getting funding for the first phase of the redevelopment of the Canadian Bridge Plaza it will need this property for temporary inspection of commercial truck traffic. After the redevelopment of the Plaza is complete, then the plan now is that this property would be used for staff parking.

COMMENTS

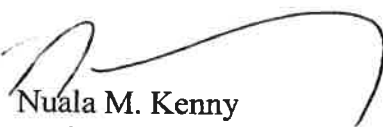
The City had an appraisal of 395 Queen Street West by Sam Butkovich of Area Real Estate Appraisals Inc. That appraisal is dated August 25, 2006. That appraisal valued the property at \$173,000.00.

The property east of 395 Queen Street West over to Huron Street totals 23,500 square feet. Applying the value per square foot from the appraisal would result in a value of \$103,000.00 approximately. However the property to the east of 395 Queen Street West would have to be reduced in value because there is an easement running right through the middle of that property that would impact the use of the property for any permanent structures. The final price would be negotiated between the City and the Company with the report being brought back to City Council for final approval.

RECOMMENDATION

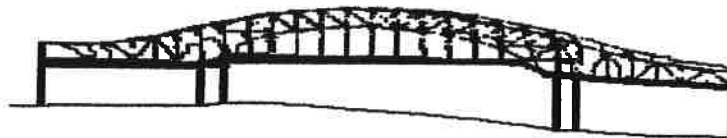
The recommendation to Council is that the property having a frontage of 662 feet (202 metres) on Queen Street by a depth of 94 feet (29 metres) between Huron and Hudson Streets be conveyed to the St. Mary's River Bridge Company in order to facilitate the redevelopment of the Canadian Bridge Plaza at a price to be negotiated. The price will be as determined in an updated appraisal to be obtained from Mr. Butkovich of Area Real Estate Appraisals.

Respectfully submitted,



Nuala M. Kenny
Assistant City Solicitor

NMK/bb
Attachments



ST. MARY'S RIVER BRIDGE COMPANY
Société du pont de la rivière Ste Marie

May 21st, 2009

**Mr. Joseph Fratesi,
Chief Administrative Officer,
City of Sault Ste. Marie, Ontario.**

Dear Mr. Fratesi:

The St. Mary's River Bridge Co., has applied to the Government of Canada for funding under the International Bridges and Tunnels Act for improvements to the Canadian bridge plaza.

Once funding has been approved construction must be completed within three years. To do so requires the construction of temporary Commercial-Secondary inspection facilities and offices located on the parcel of land on the south side of Queen St., known as 395 Queen St., extended east to Huron St.

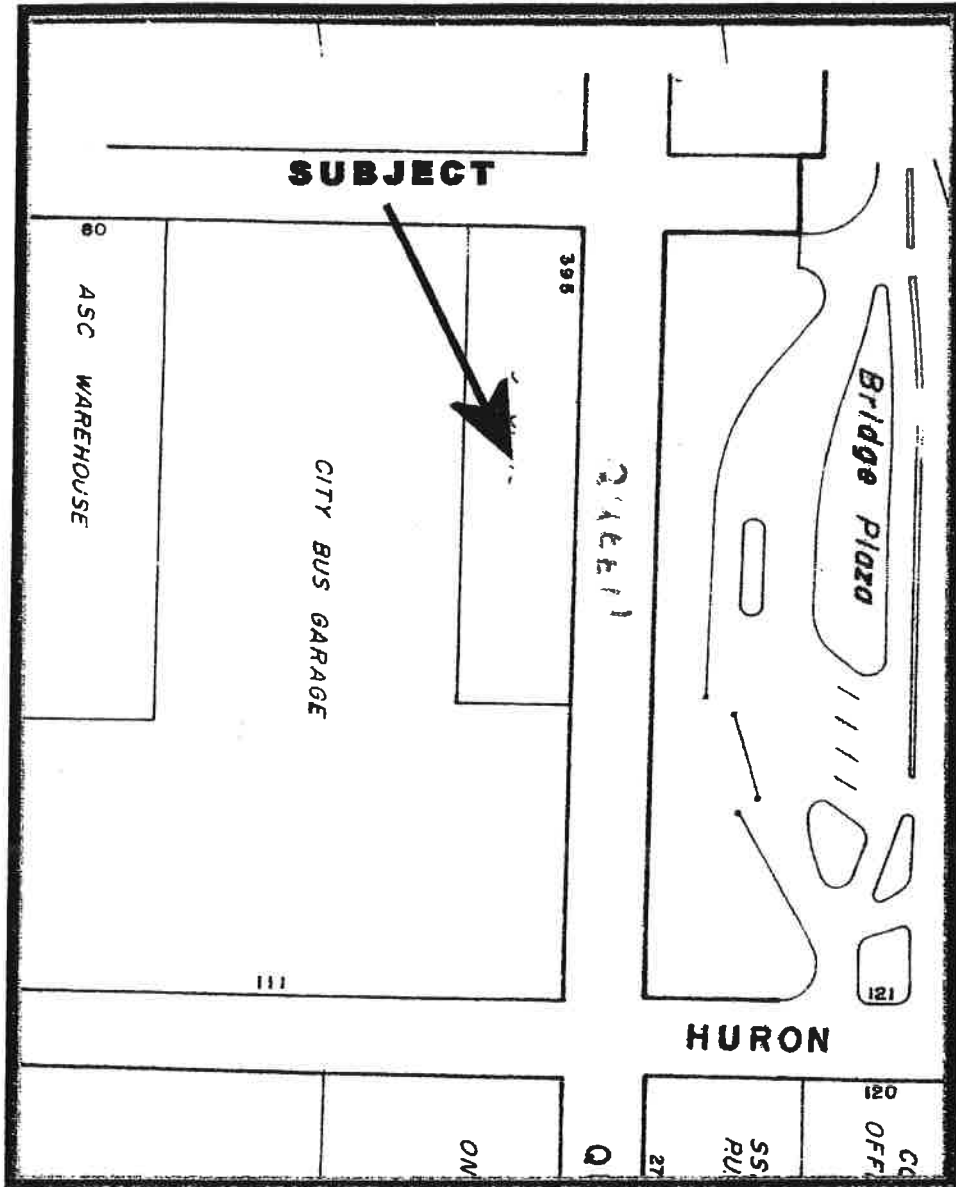
We respectfully ask the City to convey such land to the St. Mary's River Bridge Co., to facilitate the timely completion of this important project.

Yours very truly,

**J. L. McIntyre,
President**

**c/o The Corporation of the City of Sault Ste. Marie/la Ville de Sault Ste. Marie
99 Foster Drive/99, promenade Foster, Sault Ste. Marie, ON, P6A 5N1
Phone: (705) 759-5400 - Fax: (705) 759-5405**

SUBJECT SITE MAP





SCHEDULE "C"
CITY COUNCIL RESOLUTION

Date: June 22, 2009

Agenda Item

5(r)

MOVED BY
SECONDED BY

Councillor
Councillor

O. Grandinetti
S. Butland

Resolved that the report of the Assistant City Solicitor dated 2009 06 22 concerning a Request From St. Mary's River Bridge Company to Acquire City-Owned Property be accepted and the recommendation that Council authorize that the property having a frontage of 662 feet (202 metres) on Queen Street by a depth of 94 feet (29 metres) between Huron and Hudson Streets be conveyed to the St. Mary's River Bridge Company in order to facilitate the redevelopment of the Canadian Bridge Plaza at a price to be negotiated, be approved.

Pecuniary Interest - Councillor L. Tridico - family owns property in subject area

☒ CARRIED ☐ DEFEATED ☐ AMENDED ☐ DEFERRED
☐ REFERRED ☐ OFFICIALLY READ NOT DEALT WITH

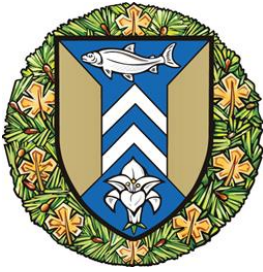
P. A. M. M. M.

SIGNATURE

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

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

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



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

COUNCIL REPORT

December 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: Agreements for Fox Run Subdivision

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 27, 29 and 31 Madison Avenue (the "Subject Property").

The purpose of the first agreement, the "Limiting Distance 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.

ATTACHMENT

Attached as Schedule "A" is the Site Plan for the Subject 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 buildings, namely three single family dwellings, being constructed on the Subject Property. In order to account for the construction of the larger sized buildings, the Owner wishes to consolidate

Agreements for Fox Run Subdivision

2017 12 11

Page 2.

the Adjacent Property, 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.

Further, 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.

ANALYSIS

While the desired goal is to consolidate the Adjacent Property with the Subject Property, this cannot occur until June 21, 2021. In order to address the issue and satisfy Building Code requirements in the interim, the Legal Department has drafted an agreement which will permit the limiting distance of the building 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. This will be a temporary solution until the lots can be consolidated in 2021.

The Limiting Distance Agreement 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 Distance Agreement shall expire. The Legal Department shall facilitate the City’s obligations as set out in the Limiting Distance 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 Distance Agreement.

A similar situation arose this past September on the north end of the Subdivision and was dealt with in the same manner.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-239 authorizing the execution of a Limiting Distance Agreement between the City and Fox Run Developments (Sault) Inc. appears elsewhere on the Agenda and is recommended for approval.

Agreements for Fox Run Subdivision

2017 12 11

Page 3.

By-law 2017-240 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.

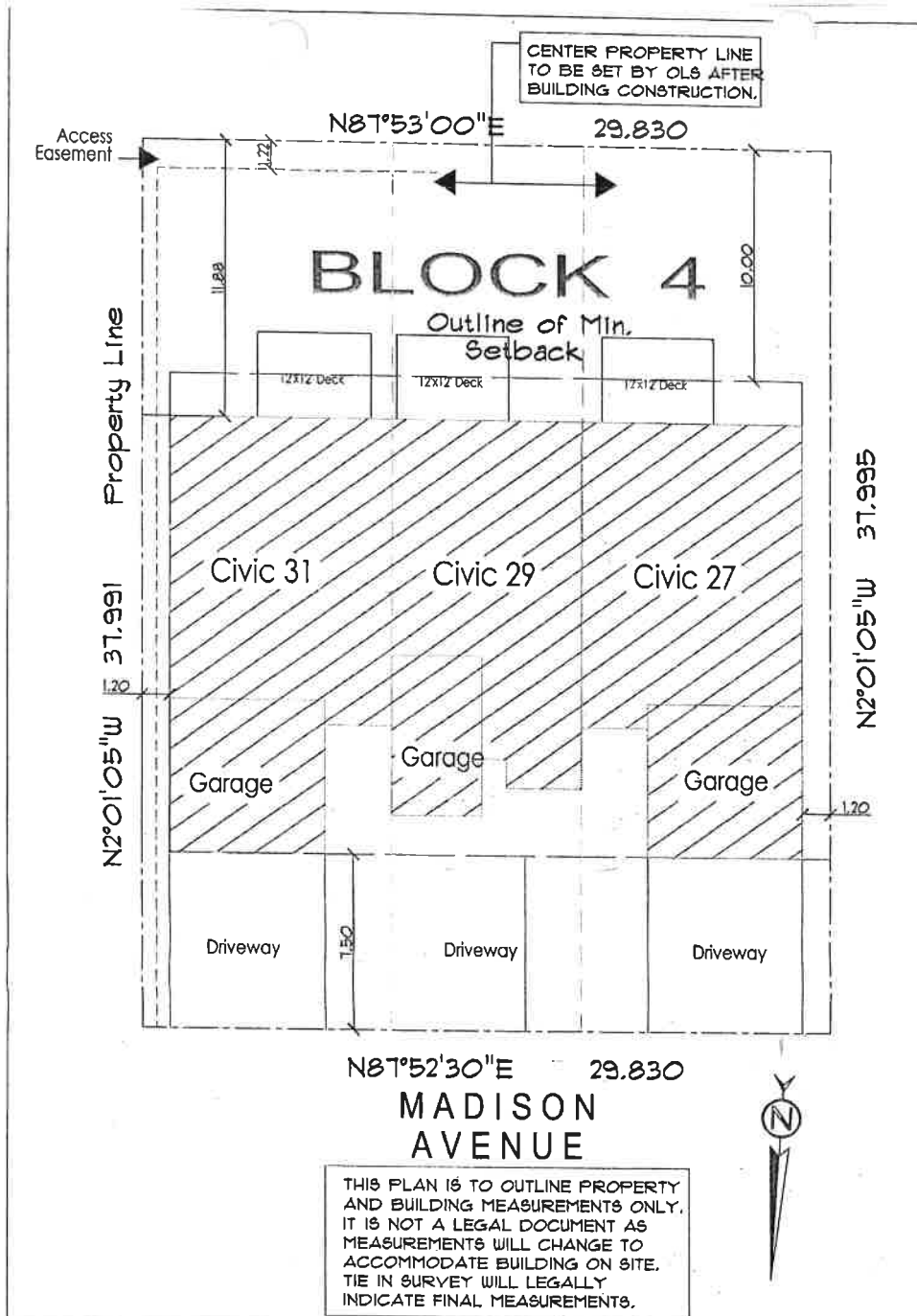
Respectfully submitted,

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

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/hh
Attachment

hh\\CITYDATA\\Legal\\Staff\\COUNCIL\\REPORTS\\2017\\Fox Run Agreements - Lot 4.docx



Saldan
DEVELOPMENTS
L I M I T E D

www.saldan.net

Fox Run Subdivision

432 Great Northern Rd
South 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.



PROJECT - Lots 12, 11 & 10 Madison Avenue

Site Plan

SCALE - 1/200

DATE - August 2011

DRAWN BY - C. ORR

REVISED -

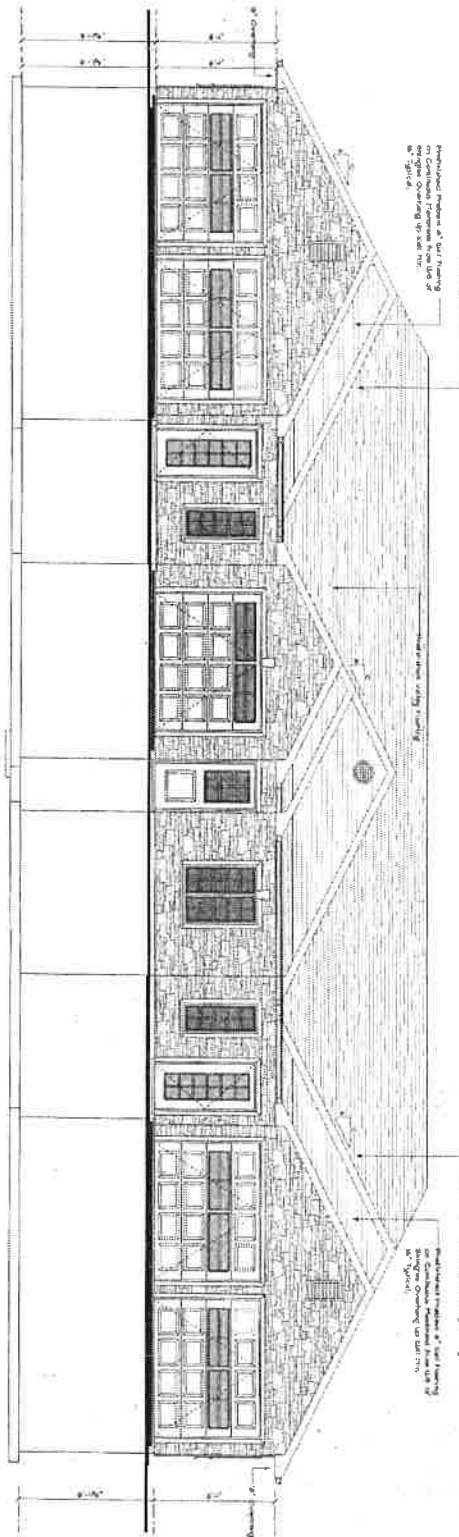
DRAWING NUMBER

SPI

REF. No. - SD 11-025

FRONT ELEVATION

THIS SECTION



432 Great Northern Road
Sault Ste. Marie, Ontario P6B 4Z9
(708) 942-5540
www.saldan.net

Drawings Prepared By Saldan Developments

This house plan is the property of the Sault Ste. Marie Development Corporation and is to be used only for the residence and detached garage shown. This house plan is for the construction of one house only, and is not to be used as a reference without the approval of the Sault Ste. Marie Development Corporation. The Sault Ste. Marie Development Corporation reserves the right to make any changes to this house plan without notice. The Sault Ste. Marie Development Corporation is not responsible for any errors or omissions in this house plan. The Sault Ste. Marie Development Corporation is not responsible for any changes to this house plan without notice. The Sault Ste. Marie Development Corporation is not responsible for any errors or omissions in this house plan.

Model I - I - I



Project: Lot # 12, 11, 10, Civic # 31, 29, 27
Madison Ave Sault Ste. Marie

Drawing Number

A10 of 13

Scale: 1/8" = 1'-0"

Drawn By: Clifford Orr

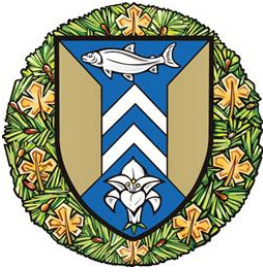
Date: August 23, 2017

Checked By:

Reference Number

2017 029

Rep. B.C.I.N.:



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

COUNCIL REPORT

December 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: Licence to Occupy City Property – International Bridge Lands

PURPOSE

The purpose of this report is to request Council's approval to repeal By-law 2016-201 and authorize the execution of a new Licence to Occupy City Property Agreement (Licence Agreement") between the City and the Federal Bridge Corporation Limited (FBCL) for use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete.

BACKGROUND

City Council previously authorized the transfer of various portions of City lands to the FBCL ("Subject Property") for the construction of the new International Bridge Plaza and accompanying infrastructure. The new facility has been constructed and is ready for use and occupancy. The formal transfers have not been completed, given the need for FBCL to finalize the easements and other onsite matters.

In 2016, FBCL and IBA requested a Licence Agreement to facilitate the use and occupation of the Subject Property for insurance purposes. On November 21, 2016, City Council approved By-law 2016-201, which authorized the execution of a Licence to Occupy Agreement between the City and the Federal Bridge Corporation Limited (FBC) and the International Bridge Administration (IBA) for the use of the City lands designated to be transferred to the FBCL until such a time the land transfers are complete.

FBCL advised that the proper contracting party for insurance purposes should be FBCL solely and not FBCL and IBA. As such, a new agreement is necessary.

ATTACHMENT

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

Licence to Occupy City Property – International Bridge Lands

2017 12 11

Page 2.

ANALYSIS

The Licence Agreement confirms that the FBCL has permission to construct, occupy and use the Subject Property for the purposes of the International Bridge Plaza and all matters necessary thereto until such time as the land transfers for the Subject Property is complete. The Licence Agreement further contains indemnification clauses such that the FBCL shall be responsible for any costs, expenses and liabilities that in any way result from same. Furthermore, the Licence Agreement requires that the FBCL maintain insurance. The Licence Agreement shall expire in one (1) year or at such time as the land transfers comprising all of the Subject Property is complete, whichever occurs first.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

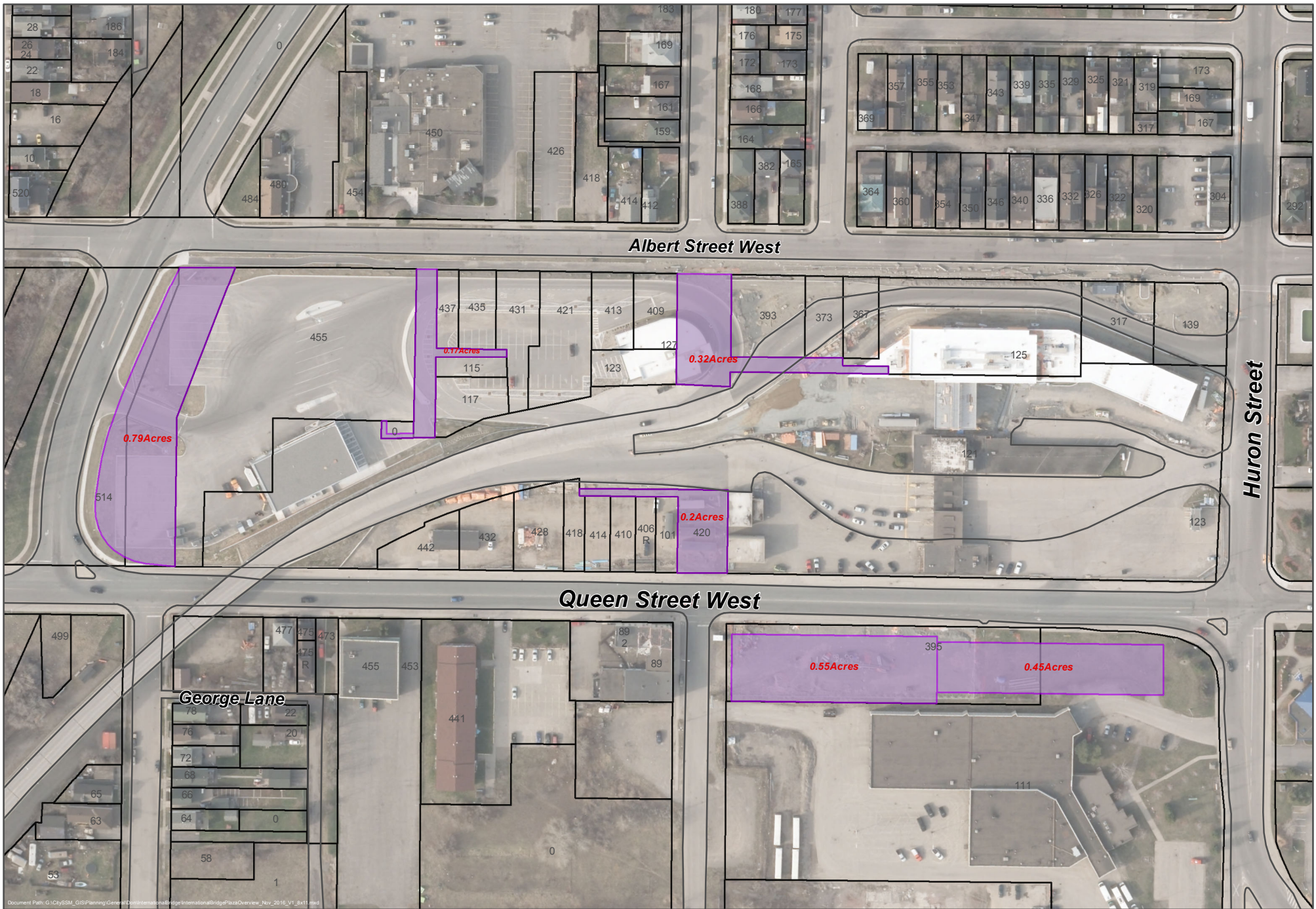
By-law 2017-252 authorizing the repeal of By-law 2016-201 and the execution of a Licence to Occupy City Property Agreement between the City and Fappears elsewhere on the Agenda and is recommended for approval.

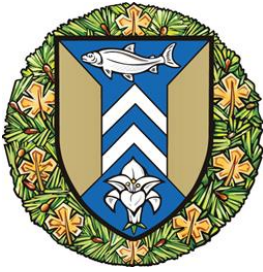
Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/mw





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

COUNCIL REPORT

December 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: Last Minute Late Night Event – Licence to Occupy

PURPOSE

The purpose of this report is twofold:

- a) To request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and The Downtown Association (the "Licencee"), to permit the programming described below to take place on the March Street Stage on December 15, 2017 for the Last Minute Late Night Event (the "Event"); and
- b) To request Council's approval of an exemption to the City's Noise By-law for activities related to the Event.

BACKGROUND

The Licencee contacted the City Legal Department to request permission to hold the Event on the March Street Stage located at March Street and Queen Street East ("City Property").

The Event will occur on December 15, 2017 between the hours of 5:00 p.m. and 10:00 p.m. and will consist of the programming outlined below. Set up will commence at 4:00 p.m. and cleanup will be completed by 11:00 p.m. The programming includes a stage with a "selfie station" for photographs, a tent where members of the Downtown Association will be handing out candy canes, and a fire barrel station for roasting s'mores (collectively referred to as the "Programming").

The event is marketed as a late night shopping event, with the above Programming set up on the March Street Stage for shoppers to stop by at on their way between stores. As the Programming will be located south of the sidewalk, the closure of Queen Street will not be necessary.

Last Minute Late Night Event – Licence to Occupy

2017 12 11

Page 2.

ANALYSIS

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The Licence Agreement confirms that the Licencee has permission to set up the structures (stage, tent, fire barrel station) referenced previously and conduct the Programming, at its sole cost, expense and liability at the location identified in Schedule “A” to the Licence Agreement. The Licence Agreement confirms the times for the Event, including set up and cleanup.

The event particulars were circulated to various City departments for comment, including the Fire Department and the City’s Risk Manager. The Fire Department provided comments with respect to the fire barrel stations and provisions were incorporated into the Licence Agreement to ensure the safe operation of these stations.

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

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

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

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-223 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval; and

Last Minute Late Night Event – Licence to Occupy

2017 12 11

Page 3.

By-law 2017-246, being a by-law to amend Noise Control By-law 80-200 to exempt from the By-law the Last Minute Late Night Event on December 15, 2017 also appears elsewhere on the agenda and is recommended for approval.

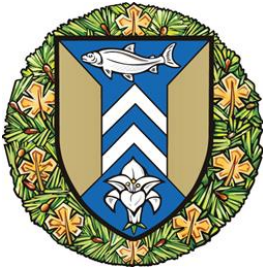
Respectfully submitted,

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

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/mw

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2017\Last Minute Late Night Event - Licence to Occupy.docx



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Acquisition 1' Reserves (Part 1 1R11996 Chatfield Drive and Part 2 1R11996 Balsam Lane)

PURPOSE

The purpose of this report is to request approval from Council for the acquisition of the 1' reserves abutting Chatfield Drive and Balsam Lane.

ATTACHMENT

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

BACKGROUND

The subject properties, being a 1' reserve abutting Chatfield Drive and a 1' reserve abutting Balsam Lane are owned by Ficmar Developments Inc. The City was contacted by Robert Dumanski, Solicitor, for the owner of these 1' reserves, who has requested that the City acquire these properties to be assumed as part of Chatfield Drive and part of Balsam Lane.

The request was circulated to various City Departments for comments. There were no concerns regarding the City's acquisition of these 1' reserves.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

The properties are being acquired for a nominal amount of One (\$1.00) Dollar.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

Acquisition 1' Reserves (Part 1 1R11996 Chatfield Drive and Part 2 1R11996
Balsam Lane)
2017 12 11
Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council authorize the acquisition of the 1' reserves abutting Chatfield Drive and Balsam Lane being Parts 1 and 2 on 1R11996 from Ficmar Developments Inc.

By-law 2017-224 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da

LEGAL\STAFF\COUNCIL\REPORTS\2017\ACQUISITION - 1' RESERVES (PTS 2 AND 3 1R11996) PR7.1
GREENFIELD E PHASE 1.DOCX

Schedule "A"

PART 1

PIN 31566-0585

S. E. 1 / 4 O F S. E. 1 / 4

S E C T I O N 2 4

PART 2, PLAN 1R-10629

Part 1R11996

LOT 24
PIN 31566-0528

LOT 25
PIN 31566-0529

LOT 17
PIN 31566-0560

LOT 16
PIN 31566-0559

LOT 15
PIN 31566-0558

LOT 14
PIN 31566-0557

LOT 13
PIN 31566-0556

CHATFIELD STREET
PIN 31566-0577

LOT 2 LOT 1

REGISTERED
PLAN 1M-578

PART 1, PLAN 1R-11624

LOT 4 LOT 5 LOT 6

BLOCK 7

BALSAM LANE
PIN 31566-0579

BLOCK 31

SSIB(DSU)

0.300
(NOT TO SCALE)
N87°49'25"E
17.536

SSIB(DSU)

29.392(PR)
29.380(P)
N87°49'25"E (M)
N87°48'00"E (P)

(M)

(P)

46.628

46.620

IB

17.236(PR)

17.224(P)

20.000(P)

N87°49'25"E

N87°48'00"E

36.932

36.932

57.232

0.300

(NOT TO SCALE)

N87°42'35"E

59.994

59.994

36.013

17.999(M)

N87°41'55"E

20.030(M)

N87°42'20"E

IB(DSU)

IB(DSU)

IB(DSU)

SSIB(DSU)

25.917

SIB(DSU)

82.849(M)

85.956(P)

36.932

36.932

57.232

0.300

(NOT TO SCALE)

N87°42'35"E

59.994

59.994

36.013

17.999(M)

N87°41'55"E

20.030(M)

N87°42'20"E

IB(DSU)

IB(DSU)

IB(DSU)

SSIB(DSU)

25.917

SIB(DSU)

82.849(M)

85.956(P)

36.932

36.932

57.232

0.300

(NOT TO SCALE)

N87°42'35"E

59.994

59.994

36.013

17.999(M)

N87°41'55"E

20.030(M)

N87°42'20"E

PART 3, PLAN 1R-1282

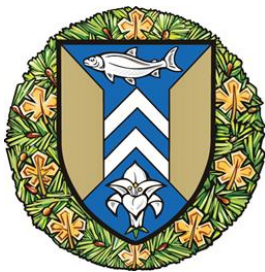
PIN 31566-0482

LINE ROAD

PUBLIC TRAVELLED ROAD KNOWN AS T H I R D

B A S E

SECTION 2 5



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Niro, Director of Human Resources

DEPARTMENT: Corporate Services

RE: Construction Employer – Cost Benefit Report

PURPOSE

This report is in response to the resolution passed at the 2016 05 29 Council Meeting;

Whereas since 1987, the City of Sault Ste. Marie has been limited by the Ontario Labour Relations Board to accepting bids for City infrastructure involving the work of Labourers and Carpenters from only contractors affiliated with Labourers' and the Carpenters' unions; and

Whereas such restrictive practices limit fair competition; and

Whereas such restrictive practices unfairly prohibit Sault Ste. Marie businesses, both union and non-union, who are not associated with those two unions from bidding and working on City infrastructure; and

Whereas on April 24, 2017 a report before City Council advised that there would be an up-front cost associated with any effort by the City of Sault Ste. Marie to achieve a non-construction employer designation under the Ontario Labour Relations Act, 1995, so that this unfair restriction might be lifted;

Whereas a number of sizable infrastructure projects are projected in the City in the next several years, including but not limited to, a major refurbishing of the west end sewage-treatment plant and a potential bio solids plant; and

Whereas it is in the City's best interest to have competitive bids from qualified contractors for the prospective work, and work on such projects

Now Therefore Be It Resolved That staff be requested to report to Council with:

1. The estimated cost of any upcoming City infrastructure projects that would require that the City only accept bids from the two unions currently allowed to submit bids;
2. The anticipated cost of making an application to the Ontario Labour Relations Board to be granted a non-construction employer designation;
3. A report outlining the actions the City would have to take to achieve a non-construction employer designation at the Labour Relations Board;
4. The timeframe within the City would be able to achieve a non-construction employer designation;
5. If known or determinable, the time it would take to recover the costs associated with acquiring a non-construction employer designation from the savings that would be achieved by allowing bidding from all qualified contractors for City infrastructure projects;
6. Any other relevant information.

BACKGROUND

For more than thirty (30) years, the Corporation of the City of Sault Ste. Marie has been bound to provincial union agreements for the United Brotherhood of Carpenters and Joiners and the Labourers International Union of North America.

The chronology of events leading up to our current situation is as follows:

- June 25, 1987 The Labourers' Union files for certification to the OLRB pursuant to a Federal Government and City partnership to construct a Salmon Hatchery as part of an employment development initiative
- July 7, 1987 Carpenters' Union files a similar application
- July 23, 1987 OLRB acknowledges City response to Labourers' application and advises City of the application from Carpenters
- July 28, 1987 OLRB Registrar grants extension to August 7, 1987 to respond to Carpenters' application. Unknown to the City at the time, the hearings originally scheduled for August are not cancelled even though an extension was granted. External Counsel does not attend to represent the City
- August 6/7 1987 OLRB hearing proceeds without representations and Labourers and Carpenters are certified by the OLRB

- August 10 1987 City file objection to OLRB decision and requests a new hearing
- October 9 1987 OLRB denies new hearing and reaffirms decision
- October 5 1988 City motion for a Judicial Review of the OLRB decision is dismissed.

The City has initiated two (2) unsuccessful attempts at decertification pursuant to Section 127.2 provisions of the Ontario Labour Relations Act. The first attempt was on or about December 31st, 1998 and the second attempt was on or about July 10th, 2001. The cost of the attempts at decertification pierced \$135,000 by 2004. At this point, all future considerations for decertification were abandoned, based on very little chance of success.

ANALYSIS

The Vice Chair presiding over the first day of the second hearing on the decertification attempt essentially presumed a very strict interpretation and application of the Act. This interpretation by the Board deems an employer a Construction Employer if that employer (The City) receives compensation in any form from a third party for construction work.

This certification of the Labourers' and Carpenters' unions means The City of Sault Ste. Marie must operate unlike any other Municipality in Ontario (except Toronto, Kitchener, Region of Waterloo and Hamilton).

City staff have met on two occasions representing Human Resources, Public Works, Engineering and Finance. The objective is to gather as much data as is available.

In response to the information requested in the resolution, the following is provided:

1. Estimated costs of future infrastructure projects over the next three (3) years is between forty (40) and fifty (50) million dollars. The actual number is difficult to accurately define given the varied scope and complexity of the projects, which may change in addition to any unforeseen challenges arising from the planning of such projects.
2. Cost of making application to the OLRB depends on number of hearing days and preparation work, however it is estimated that the process cost

would be in the range of \$150,000 to \$175,000.

3. The first step in trying to achieve a non–construction employer designation is to change the current practice of the “how” and “when” that the City receives compensation for work in this sector. Specifically:
 - No chargebacks for providing services to neighbouring townships or organizations such as Prince Township and/or the PUC with any repair or other construction work;
 - Cease collecting Local Improvement Charges as this may put the Municipality at risk or any other fee for the installation or improvement of any infrastructure (for example: new sewer laterals to homeowners);
 - No longer accepting compensation from local businesses to improve roads or other infrastructure for the public good;
 - Cease assisting local recreational groups with improvements to various facilities for which compensation is received in any amount;
 - Cease collecting money from parties responsible for damaging City property or their insurers;
 - Requesting or collecting any grants from government funding sources for work of this sector places added risk to the Municipality.

In addition, on-going review would need to be undertaken with all City departments to ensure that no compensation in any amount is being received or will be received from any source for any repair work or other construction work done by the City.

The Ontario Labour Relations Board view has remained consistent since 2001 and is supported in the setback known in the Essex County School Board decertification application, that receiving one dollar for any of the above activities would constitute a continued designation as a Construction Employer.

4. The change in practice above *must be exhibited* for an extended period of time and likely at least a three (3) year period without error prior to formally submitting the application for decertification, pursuant to 127.2 of the OLRA.

The value of the three (3) year “no-compensation” time period has been estimated to be in the range of \$150,000 to \$200,000 annually, excluding

grants. The value of grants is difficult to project given the inability to plan for these opportunities as they typically are announced when developed.

Once the application is accepted by the Registrar of the OLRB, the hearing dates will be scheduled. Typically, these types of challenges take 10-25 days of hearing, (this is consistent with the experience of the Essex County School Board process). It is expected that the application before the board would take approximately 18(eighteen) to 24(twenty-four) months to complete.

Therefore, if the City were successful in this challenge, it would take approximately five (5) years to become a non-construction employer.

5. The time to recover the costs would depend on projects planned following the de-certification process and the value of those projects. It would not be possible to make an accurate determination presently.
6. It is noteworthy to mention that a Private Members' Bill initiated from the Kitchener-Conestoga riding seeking a change to the definition under the act failed some three (3) years ago. Kitchener is certified provincially to the Bricklayers Union.

In addition, the Region of Waterloo is the most recent municipal organization to become bound to The Carpenters' Union.

In discussions with representatives from Hamilton, Kitchener, and Region of Waterloo, it has been confirmed that there is no interest in a joint decertification approach, nor are they planning any challenges individually.

Given the broad mandate of a municipality such as ours, including the extensive involvement it must consistently have with repair and other construction work, unlike a school board, there is expected to be a significant risk that any Non-Construction Employer Application by the City will not succeed. The only real solution to this challenge resides at the Provincial level of government in changing the definition of a Non-Construction Employer.

FINANCIAL IMPLICATIONS

The revenue lost for the three (3) year period preceding the application for de-certification ranges in the area of \$450,000 to \$600,000. The cost of the actual hearing is an additional \$200,000. Associated staff time and travel costs in support of the hearings could further affect the cost of this initiative. Travel costs for the proceedings would add \$20,000 to \$30,000.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter relating to the efficient procurement of goods and services. One of the Corporate Core values speaks to “Fiscal Responsibility” and utilizing financial resources in a responsible and prudent manner. Council must weigh the opportunity cost of such a challenge with the prospect of success to remain consistent to the City’s value structure.

RECOMMENDATION

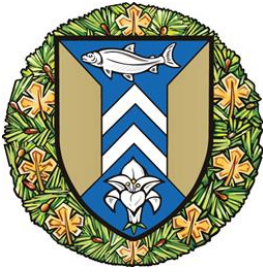
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Human Resources dated 2017 11 06 be received as information.

Respectfully submitted,



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



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

COUNCIL REPORT

December 11, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-11-17-Z.OP and 57T-17-502 – 418 Fourth Line West

PURPOSE

The applicant is seeking Council's approval to rezone the subject property, amend the Official Plan and receive Draft Plan of Condominium approvals to permit the creation of 48 new multiple attached, condominium dwelling units, to be located upon the existing driving range within the golf course property.

PROPOSED CHANGE

The applicant, Maple Leaf Forest Products Inc., is seeking Council's approval to:

1. Approve a Draft Plan of Condominium upon a portion of the subject property;
2. Amend the Official Plan by further amending a notwithstanding clause to permit 48 new dwelling units, in addition to the 50 dwelling units currently permitted; and
3. Rezone a portion of the subject property from Parks and Recreation Zone (PR) to Low Density Residential Zone (R3).

BACKGROUND

In 1992 Council approved applications to permit Crimson Ridge Golf Course and a 20-lot Rural Estate Subdivision adjacent to the golf course. In 2001, approvals were granted to replace the 20 rural (well and septic) lots with 30 serviced lots, fronting onto the west side of Brule Road and the north side of Fourth Line. In 2012, approvals were granted to permit an additional 50 serviced condominium lots located along the access drive to the clubhouse.

ANALYSIS

As a result of the public circulation, a number of concerns have been raised by the current condominium corporation at Crimson Ridge, Pioneer Construction, which operates a nearby pit and owns the abutting property to the west, and the

Province, who have indicated concerns with a number of Provincial Interests as outlined in the Provincial Policy Statement 2014.

The applicant has requested (correspondence attached) a deferral to Council's February 20th, 2018 meeting, so that he can address some of the concerns that have been raised.

Given the length of time requested for the deferral, new notices will be sent out in the New Year, in accordance with Planning Act requirements.

Consultation

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

- See attached letters – Building Division, PUC Services Inc., Engineering, Accessibility Committee, Ministry of Municipal Affairs, Ministry of Natural Resources and Forestry.
- No objections/comments – Community Development and Enterprise Services, Municipal Heritage Committee, Hydro One, Economic Development Corporation, Legal Department, Conservation Authority, Ontario Power Generation, Union Gas, Fire Services

As a result of the circulation, letters of objection (attached) were also received from Pioneer Construction and one neighbour. Planning staff have discussed a number of concerns with the existing Crimson Ridge Condominium Corporation (Condo Corp. #21) executive committee; however, written concerns have not been received as of the drafting of this report.

FINANCIAL IMPLICATIONS

Deferring this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

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

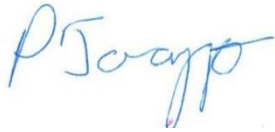
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2017 12 11 concerning Rezoning/Official Plan Amendment Application A-11-17-Z.OP and Draft Plan of Condominium Application 57T-17-502 be received and that Council defer this application to February 20th, 2018.

A-11-17-Z.OP and 57T-17-502 – 418 Fourth Line West
2017 12 11
Page 3.

Respectfully submitted,

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

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

Peter Tonazzo

From: Peter Tarvudd [REDACTED] on behalf of Peter Tarvudd [REDACTED]
Sent: Tuesday, November 28, 2017 2:58 PM
To: Peter Tonazzo
Subject: Postpone request

Peter

Due to the few concerns we have received we would like to postpone the council meeting to the one on Feb 20 to address these issues

Thank You

Peter Tarvudd

Maple Leaf Forest Products

Ph. 705.450.2696 Fax 705.575.0378

Cell. 705.542.8570 US cel 231 838 4260

Products www.mapleleafmillworks.com

Development....www.mapleleafcustomhome.com

Golf.Ski.Dining...www.golfcrimsonridge.com

REZONING APPLICATION A-11-17-Z & 57T-17-502

BUILDING DIVISION COMMENTS

ADDRESS: 418 FOURTH LINE WEST

Date: 2017-11-27
To: PLANNING DEPARTMENT: Don McConnell
From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zones = R3 - Low Density Residential Zone
EM – Environmental Management Zone
PR – Parks & Recreation Zone
- Site is regulated by Development Control
- Site is regulated by the Sault Ste. Marie Region Conservation Authority
- The subject property is a brownfield site and a Record of Site Condition was completed by Pinchin Environmental in September 2013 for Phase 1 of the development, an RSC may be required for Phase 2.
- Special exception S-319 provides relief as follows: Despite the provisions of By-law 2005-150, the property located at 418 Fourth Line West, as shown on the map attached, may be utilized to permit those uses permitted in an R.3 zone subject to the following special provisions:
 - That a maximum of 50 municipally serviced residential condominiums (dwelling units) be permitted on the Subject Property.
 - That an archaeological assessment of the subject property to the satisfaction of the Ministry of Tourism, Culture and Sport be completed.
 - That a Servicing Agreement with the City for the provision of any required works on Municipal lands be executed.
- The yard setbacks for the single family dwellings constructed under Phase 1 of the development are all interior side yard setbacks.
- Fire department access in compliance with 9.10.20.3. of the Ontario Building Code is required to be provided.
- Parking Requirements:
 - Residential Uses (Excluding Multiple Attached Dwellings) – 1.25 spaces per dwelling unit.
 - Multiple Attached Dwellings – 1 space per dwelling unit.

Comments

- A record of site condition may be required for Phase 2 of the development.
- A fire department access route in compliance with the Ontario building Code is to be provided.
- The Building Division has no objections.



PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

November 27, 2017

Our File: 0505

Mr. Don McConnell
Director of Planning and Enterprise Services
Civic Centre
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6.

Dear Mr. McConnell

**RE: Application No. A-11-17-Z & 57T-17-502,
Maple Leaf Forest Products,
418 Fourth Line W.**

Thank you bringing the subject development to our attention. With respect to municipal water supply, the Public Utilities Commission comments as follows:

- 1) Algoma Common Elements Condominium No. 21 includes a non-municipal-year-round-residential (NMYRR) drinking water system which is subject to various regulatory requirements established by the Province of Ontario. The condominium corporation presently contracts with PUC to operate their drinking water system in accordance with provincial regulations. PUC will require the existing agreement be updated to its satisfaction prior to connection of the new waterworks.
- 2) PUC requests clarification from the City whether the existing "non-municipal-year-round-residential" (NMYRR) drinking water system permitted as Algoma Common Elements Condominium No. 21 will be extended, or whether a new condominium and a second NMYRR will be established.
- 3) The proposed development is outside of the Urban Service Line. Distribution system water pressures and flows beyond those limits are generally low and are not adequate to support fire protection by means of hydrants. As such developments beyond the Urban Service Line need to seek alternate means of fire protection to the satisfaction of the City.
- 4) PUC receives periodic complaints from customers lacking hydrant coverage, specifically residents supplied from the Crimson Ridge pump station supply. The nature of the complaint is that insurance premiums are high because of a lack of hydrant protection. The existing booster station and mains are not adequate to supply fire hydrants.
- 5) The lots mentioned on Brule Road and Fourth Line West may be characterized as "estate lots" with large frontages and building separations. Risk of spread of fire is reduced by building separation. New residences proposed within the Condominium are proposed to

A-11-17-Z Fourth Line W [418] Response.docx

be adjoining or closely spaced. Addressing fire protection adequate to the City's requirements for this development may present different needs.

- 6) PUC recently participated in a review of the City of Sault Ste. Marie with the Fire Underwriter's Survey. The Fire Underwriter's Guideline, "Water Supply for Public Fire Protection" (1999) is prescriptive in its recommendation for spacing of hydrants. The Fire Underwriter's Survey gives communities insurance grades based on ability to protect buildings and residents. Hydrant distribution is one of several significant factors affecting insurance grades. The City Planning and Enterprise Services may wish to consider implications for community insurance grades should the new development proceed without hydrants for fire protection.
- 7) PUC notes that the Office of the Fire Marshal, in their Fire Protection Water Supply Guideline TG-03-1999, Section 9.8, state as follows:
The Water Supply Adequacy Committee recommends that an on-site fire protection water supply as required by this guideline be provided for multi-unit residential (Group C) type buildings (i.e. hotels, motels, apartments, townhouse complexes, etc.) that fall within Part 9 of the Building Code.
 There appears to be no provision for water supply for fire protection within the proposed development. Planning and Enterprise Services may wish to give consideration the Fire Marshal document with respect to alternatives such as cisterns and dry hydrants or fire sprinkler systems.
- 8) PUC wishes to advise that provincial regulations require both watermains and *private water supplies* to be in accordance with the MOECC Design Guidelines for Drinking Water Systems. PUC will require evidence that the development has adequately addressed the applicable regulations before connecting to the PUC distribution system.
- 9) If the development proceeds, the PUC will require the developer to enter into a "Development Agreement with PUC concerning the installation of waterworks and supply of water to the development. The development agreement will require an upgrade of the Crimson Ridge pump station at cost to the developer as necessary to ensure the system conforms to MOECC standards, and the expansion does not detract from existing customer's service levels.
- 10) The subject development will roughly double the number of homes to 100 or more on a "dead end" system, lacking an alternative source for reliability in the event of a watermain break or planned interruption. For reasons of reliability and water quality, provincial standards discourage dead end systems except where unavoidable. Where dead-ends occur, provisions for flushing and minimum velocity requirements apply. PUC presently operates automated dead-end flush stations to maintain water quality. PUC will require the developer to upgrade the Crimson Ridge pump station with replacement pumps in accordance with recommendations in Tulloch's report with necessary replacement pump controls and pressure management systems designed with consideration for energy conservation and in accordance with requirements of the MOECC Design Guidelines. The design will require establishing energy and hydraulic grade lines for the distribution system supplied by the pump station to ensure post-

development system pressures will be in accordance with standards. PUC will require verification the required flush velocities can be achieved.

- 11) Preparation of detailed design, construction, monitoring, commissioning will be subject to the approval of PUC and will be at cost to the developer.

With respect to electrical supply to the development PUC Distribution Inc (PUCD), comments as follows:

- 1) Electrical servicing to the subject property would be provided in a similar fashion as to what was provided in the previous phase of development. The developer would be required to enter into a development agreement in which the associated terms and conditions would be established.
- 2) To provide a service level consistent with that delivered to all PUCD Residential class customers, a means of looping the existing primary supply will be required with the development expansion.

Should you have any questions pertaining to the foregoing, please contact PUC Engineering at your convenience.

Best Regards,



Rob Harten, P. Eng,
Manager of Engineering

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



**Public Works &
Engineering Services**

2017 11 30

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-11-17-Z & 57T-17-502
418 FOURTH LINE WEST
MAPLE LEAF FOREST PRODUCTS INC.

The Engineering Division has reviewed the above noted application and provides the following:

- The Developer must enter into a Servicing Agreement with the City for the installation of a new low pressure sewer system on Fourth Line East, from the Brule Road to People's Road. All costs shall be attributable to the Developer.
- No work shall be commenced without the approval of the Director of Engineering or his designate. Any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.
- A Detailed Stormwater Management Report and Design drawings must be reviewed and approved by the Director of Engineering or his designate. Post development flows shall not exceed predevelopment flows up to and including the 100 year storm.
- A sediment control plan must be submitted to the satisfaction of the Director of Engineering or his designate, and the Sault Ste. Marie Region Conservation Authority;
- Plans and specifications showing final site grading and servicing should be reviewed and approved by the Director of Engineering or his designate. Lot grading plans should show existing contours, proposed grades, and buildable area for each lot. As constructed drawings should be modified to show only final grades;
- A sanitary sewer review must be completed by the applicant's consulting engineer to confirm adequate capacity of the existing downstream sanitary sewers. The review should also address the impact of the changes to the existing low pressure sewer system.

If you have any questions, please do not hesitate to contact the undersigned.


M. McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Peter Tonazzo, Planning
Don Elliott, Engineering



November 28, 2017

Don McConnell
Director of Planning & Enterprise Services

SUBJECT: Amendment to the Zoning By law –

A-11-17-Z & 57T-17-502 418 Fourth Line West

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the request for an amendment to the Official Plan.

Exterior

1. Parking:
2. Walkways & Sidewalks: This development does not show if sidewalks are included. Sidewalks provide safe walking environments for all pedestrians.
3. Curb Cuts: If sidewalks included, curb cuts at all crossing locations
4. Ramping:
5. Transit Access: Ensure there is turnaround area for Parabus access
6. Lighting:
7. Signage:
8. Other:

We respectfully request a site plan when available.

Sincerely,

Diane Morrell
Chair, Site Plan Sub Committee
on behalf of The Accessibility Advisory Committee

**Ministry of
Municipal Affairs**

Ministry of Housing

Municipal Services Office
North (Sudbury)
159 Cedar Street, Suite 401
Sudbury ON P3E 6A5
Telephone: 705 564-0120
Toll-Free: 1 800 461-1193
Facsimile: 705 564-6863

**Ministère des
Affaires municipales**

Ministère du Logement

Bureau des services aux municipalités
du Nord (Sudbury)
159, rue Cedar, bureau 401
Sudbury ON P3E 6A5
Téléphone : 705 564-0120
Sans frais : 1 800 461-1193
Télécopieur : 705 564-6863



November 30, 2017

By Email and Mail

Mr. Donald McConnell, MCIP, RPP
Planning Director
City of Sault Ste Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
d.mcconnell@cityssm.on.ca

Dear Mr. McConnell:

RE: Official Plan Amendment No. A-11-17-Z.OP
418 Fourth Line West
City of Sault Ste. Marie

We are writing to you in respect of Official Plan Amendment (OPA) A-11-17-Z.OP which was circulated to the Ministry of Municipal Affairs (MMA) by the City of Sault Ste. Marie and received on November 22, 2017. Please note that the application was circulated to the Ministry of Natural Resources and Forestry (MNRF) and the Ministry of Environment and Climate Change (MOECC). Comments received from the MNRF are attached to this letter. MOECC has indicated that they wish to provide comments on the application, but are unable to do so within the timeframe required by the City. We understand that this matter is going to Council on December 11, 2017. We recommend that a decision not be made on the application until MOECC has had an opportunity to complete their review and provide comments.

Proposed Official Plan Amendment

The proposed Official Plan amendment would permit the development of a 48 unit plan of condominium on rural lands within the City. The proposed residential development constitutes phase two of development plans for the site, phase one having been approved in 2012. The City's Official Plan identifies that the subject lands are located within the Rural Area designation, outside of the identified urban settlement area. The Planning Justification Report prepared by A.J. Clark and Associates, dated September 2017, characterizes the proposed development as "resourced-based recreational development".

Provincial Policy Framework

In accordance with Section 3 of the Planning Act the City's decision on the proposed Official Plan Amendment "shall be consistent with" the Provincial Policy Statement, 2014 (PPS). The PPS must be read in its entirety, and all relevant policies must be applied to a planning decision. Council, in making its decision, shall be consistent with the PPS, and specifically with the provincial policies identified in Section 1.1.1 a), e) and h); Section 1.1.3.1; Section 1.1.4.4; Section 1.1.5.1; Section

1.1.5.2; Section 1.1.5.4; Section 1.1.5.5; Section 1.6.1; Section 1.6.3; Section 1.6.4; Section 1.6.6.1 and Section 1.6.7.4 of the PPS. These policies are directly related to building strong communities by wisely managing change and promoting efficient land use and development patterns.

In addition, Council shall have regard for matters of provincial interest outlined in Section 2 of the Planning Act, including:

- h) the orderly development of safe and healthy communities;*
- l) the protection of the financial and economic well-being of the Province and its municipalities;*
- p) the appropriate location of growth and development; and*
- q) the promotion of development that is designed to be sustainable, to support public transit and to be oriented to pedestrians.*

Resource-based Recreational Uses

Pursuant to section 1.1.5.2 of the Provincial Policy Statement, 2014, resource based recreational uses (including recreational dwellings) as well as limited residential development are a permitted use on rural lands in a municipality. This is a limited and narrow exception to the general policy that development be directed to *settlement areas*.

Accordingly, in the document entitled "An Introduction to the Provincial Policy Statement, 2014: Rural Ontario", it states that "resource-based recreational uses" means uses that are related to and located in close proximity to natural features such as lakes, rivers or forests, and other geographic features. Examples include recreational dwellings (such as cottages and camps that are not a permanent residence), country inns, hunting lodges, hiking trails, marinas and ski hills. Resource-based recreational uses should be developed in a manner that recognizes the environmental capacity of the natural feature upon which they depend.

Limited Residential Development

In the above-noted rural guide to the PPS, limited residential development is permitted if it meets the criteria set out in the other rural lands policies. For example, development should be appropriate to the level of infrastructure and services and be compatible with a rural landscape. We are not satisfied that the proposed amendment is consistent with the policies 1.1.5.1; 1.1.5.4, and 1.1.5.5 given that the development is not compatible with a rural landscape and requires the unjustified expansion of infrastructure.

Further, only residential dwellings such as cottages or camps that are not of a permanent nature can be categorized as a resource-based recreational uses. There is no indication in the Planning Justification Report prepared by A.J. Clark and Associates that the residential uses will not be or eventually become permanent residential uses. If there are a high proportion of permanent residents in phase 1 of the development, then it is likely that a high proportion of future residents of phase 2 would also be permanent residents.

As such, given the location of the subject lands and the fact that full municipal servicing is proposed to be expanded, we do not concur that the proposed development is resource-based recreational development under the Provincial Policy Statement, 2014. We are of the opinion the proposal will result in a permanent, multi-unit condominium development in a rural area of the municipality and that said development is not considered "limited" residential.

The City's Official Plan

We note that the proposed OPA to allow a 48 unit plan of condominium is not in keeping with the policy direction of the City's Official Plan, as amended by OPA 167 on November 9, 2009. We understand this policy was intended to permit limited rural residential development, and provide a choice of location and affordable housing in the City while maintaining a rural character and maintaining the focus of new development to the identified Urban Settlement Area.

We understand that the proponent is applying to amend a previous amendment that was approved to permit the first phase of the development (2012). The effect of the original amendment was to permit the development of 50 residential units "notwithstanding" the Official Plan policies noted above. The effect of the proposed amendment would increase the number of units permitted to 98. The requested level of lot creation in a rural area would not be consistent with the above-noted policies in the PPS.

To ensure that any decision on these planning applications is consistent with the PPS, conforms to the Official Plan and complies with the Planning Act, the City should ensure that the above provincial interests and policy areas are addressed.

The Ministry of Municipal Affairs hereby requests that the City of Sault Ste. Marie forward to our office a copy of the Notice of Public Meeting published for this application in accordance with Ontario Regulation 543/06 s(3)(10)(12). In addition, the Ministry requests Notice of Decision on this application, issued in accordance with the Planning Act section 17 (23) and Ontario Regulation 543/06 s(5)(2).

Thank you for this opportunity to comment on the proposed application. If you have any questions or comments on any of the above, please contact me at (705) 564-6859 or cara.holtby@ontario.ca.

Sincerely,



Cara Holtby
Planner (A)
Municipal Services Office North (Sudbury)
Ministry of Municipal Affairs
Suite 401, 159 Cedar Street
Sudbury, Ontario P3E 6A5
Tel: (705) 564-6859; Fax: (705) 564-6863
e-mail: cara.holtby@ontario.ca

cc : Peter Tonazzo (p.tonazzo@cityssm.on.ca)

Encl.

MNRF Comments, November 29, 2017



Sault Ste. Marie District Office
64 Church Street
Sault Ste. Marie, ON P6A 3H3
Tel.: 705-949-1231
Fax.: 705-949-6450

Bureau du district de Sault Ste. Marie
64, rue Church
Sault Ste. Marie, ON P6A 3H3
Tél.: 705-949-1231
Télec.: 705-949-6450

Date: November 29, 2017

To: Cara Holtby, Planner, MMA

From: Marjorie Hall, Planner, MNRF

c.c.:

Erin Nixon, Resource Operations Supervisor, MNRF
Steve Acorn, Aggregates Specialist/Inspector, MNRF
Greg Cull, Management Biologist, MNRF

Re: Crimson Ridge – Phase 2, Proposed 48
Residential Condominium Dwelling Units, Official Plan
and Zoning By-law Amendment, City of Sault Ste.
Marie

Date of Document: Planning Justification Report –
Crimson Ridge Phase II – September 2017

Nature of Comment:

Preliminary	☐
General	☐
No Concerns	☐
Study(ies) required	☐
Significant Concerns	☒
Other:	

Opening remarks and Scope of Review:

Thank you for your email dated, November 23, 2017, requesting comments on the proposed official plan and zoning by-law amendment within the City of Sault Ste. Marie to permit for the development of Crimson Ridge - Phase II which includes 48 residential condominium dwelling units. The focus of the review was limited to the goals and objectives of the Ministry of Natural Resources and Forestry (MNRF) as represented in the Provincial Policy Statement (PPS 2014) and the *Aggregate Resources Act*, as well as related implementation documents such as the Natural Heritage Reference Manual (2010) and the Non-Renewable Resources Training Manual (1997).

As outlined in the Policies and Procedures for Conservation Authority Plan Review and Permitting Activities (MNRF 2010) and the Conservation Ontario/Ministry of Natural Resources/Ministry of Municipal Affairs and Housing Memorandum of Understanding on Conservation Authority Delegated Responsibilities, the MNRF delegated conservation authorities' responsibility over natural hazards as defined by Section 3.1 of the PPS 2005. As such, the Sault Ste. Marie Region Conservation Authority represents the Provincial Interest over these matters and comments pertaining to natural hazards have not been included in this document.

Ministry Involvement to date:

To date, the MNRF has not had any involvement with the proposed Crimson Ridge – Phase II.

Substantive/Key Issues/General Comments:Mineral Aggregate Resources

Section 2.5.2.4 of the PPS directs that:

Mineral aggregate operations shall be protected from development and activities that would preclude or hinder their expansion or continued use or which would be incompatible for reasons of public health, public safety or environmental impact. Existing mineral aggregate operations shall be permitted to continue without the need for official plan amendment, rezoning or development permit under the Planning Act. When a license for extraction or operation ceases to exist, policy 2.5.2.5 continues to apply.

The area depicted in the Planning Justification Report (Sept 2017) as the 'approximate extent of development' is located within approximately 220 meters of an existing area licensed under the *Aggregate Resource Act*. In accordance with Policy 2.5.2.5 this operation should be protected from development that would preclude or hinder its expansion or continued use. There is a strong potential for the proposed development to have a negative impact on this existing operation by increasing the population adjacent to the existing operation, reducing the distance that buffers the operation from the public, and hindering the potential expansion of the operation.

Policy 2.5.2.5 of the PPS directs that:

In known deposits of mineral aggregate resources and on adjacent lands, development and activities which would preclude or hinder the establishment of new operations or access to the resources shall only be permitted if:

- a. resource use would not be feasible; or
- b. the proposed land use or development serves a greater long-term public interest; and
- c. issues of public health, public safety and environmental impact are addressed.

The area depicted in the Planning Justification Report (Sept 2017) as the 'approximate extent of development' is entirely contained within a primary

aggregate deposit. The PPS directs that development which would hinder access to the resource shall not be permitted, with limited exceptions as identified above. It is recognized that development, both in the form of a golf course and Crimson Ridge Phase I, has occurred on the subject land. However, existing development should not be used as a rationale to further sterilize the mineral aggregate deposit. The proposal for residential development, Crimson Ridge – Phase II, is considered more incompatible with aggregate extraction activities than the existing recreational golf course.

MNRF understands that the PPS does include specific exemptions in Policy 2.5.2.5 to allow for development within a primary aggregate deposit. Should any of these exemptions be used to rationalize the development, it is strongly recommended that detailed analysis/study and justification be completed. The Planning Justification Report (Sept 2017) cites that the project serves the greater long term public interest; however, does not appear to provide any rationale/justification for this claim. Incremental development both within and adjacent to the primary and secondary aggregate deposits contained within the City of Sault Ste. Marie is resulting in increased land use issues and slowly leading to a cumulative reduction in access to the mineral aggregate resource.

Closing Comments/Next Steps:

Thank you for the opportunity to provide comments in relation to the proposed official plan and zoning by-law amendment within the City of Sault Ste. Marie to permit for the development of Crimson Ridge - Phase II. I would be happy to discuss any of the comments provided with you.

Sincerely,

Marjorie Hall
District Planner, Sault Ste. Marie District
Ministry of Natural Resources and Forestry

Marjorie D. Hall

Signature

November 29, 2017



Offices Located in
SUDBURY
NORTH BAY
SAULT STE. MARIE
THUNDER BAY
KENORA

Head Office (mailing address)
P. O. BAG 3000
COPPER CLIFF, ONTARIO
P0M 1N0
(office located at)
1 CEASAR ROAD, SUITE 200
SUDBURY, ONTARIO

November 24, 2017

Corporation of the City of Sault Ste. Marie,
99 Foster Drive,
Sault Ste. Marie, Ontario
P6A 5X6

Attention: Peter Tonazzo,
Senior Planner – Planning Division

Dear Sir;

RE: Application No.: A-11-17-Z and 57T-17-502
Maple Leaf Forest Products Inc.

We are the owners of the adjacent property to the west of the proposed development. Although we generally wish to support development, for without developments like this one, we would not have a market for our construction materials and services. However, the timing of these developments must be such that the adjacent land uses do not conflict with the existing land use.

Bob McQueen opened the sand & gravel pit on the corner of Fourth Line and Goulais Avenue in the late 1940's, on land that had been part of his parents family farm. His brother Ken operated the farm, woodlot and a topsoil field on the abutting portion of the former farm. Today this land is owned by Pioneer Construction Inc. and is one of the aggregate operations that we run in the Sault Ste. Marie area.

Our land is zoned REX (Aggregate Extractive Zone) and as well as being shown as Aggregate Extractive in the Official Plan. The Provincial Policy Statement requires '*mineral aggregate resources shall be protected for long-term use*' and '*as much of the mineral aggregate resources as is realistically possible shall be made available as close to markets as possible*'.

It is our opinion that additional residential development adjacent to an operating pit is an incompatible use at this time. Our existing operations would likely cause stress to the proposed residents which in turn, will cause stress to our operations. Aggregate extraction is an interim land use, once the aggregate has been depleted, the exhausted pits could then be redeveloped into residential use, similar to what is being proposed. We trust you will agree.

Sincerely
Pioneer Construction Inc.

A handwritten signature in black ink, appearing to read 'J. W. Clark', is written over the printed name.

J. W. (Jim) Clark
Resources Director

from the office of J. W. (Jim) Clark, C.E.T., Resources Director
Sudbury telephone (705) 688-4455 fax (705) 560-8263

Peter Tonazzo

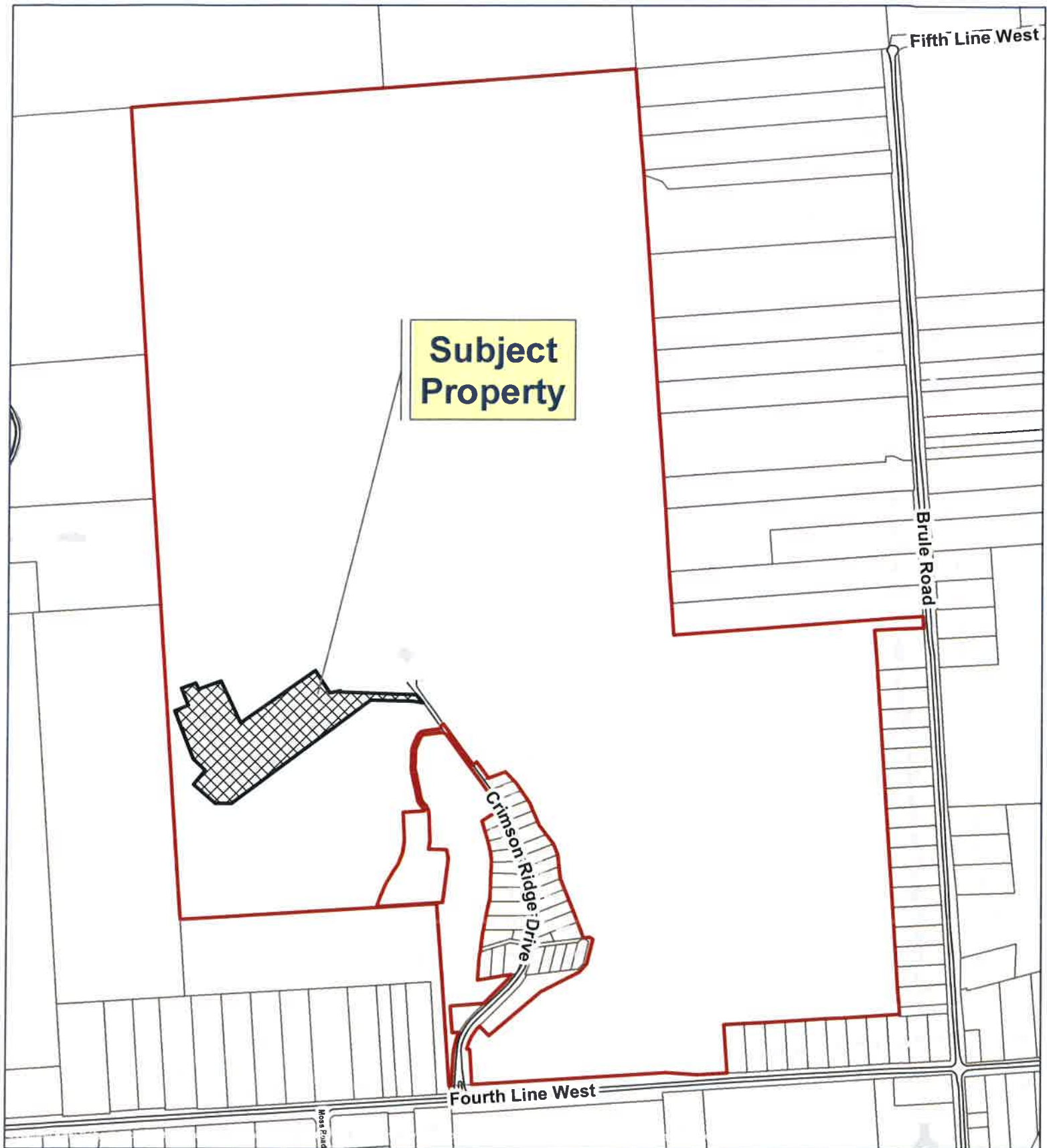
From: DAVE A [REDACTED]
Sent: Tuesday, November 28, 2017 8:09 AM
To: Peter Tonazzo
Subject: Crimson Ridge Development

My family and I are totally against any new developments on the crimson ridge golf course referring to Application No. A-11-17 --Z and 5ZT-17-502 . We do not want to see the zoning class changed from PR to R3 as this will only open the door to further development. We live at 246 Fourth Line West and have the golf course in our back yard . When we bought our property there was only a golf course there which was part of the reason for us settling here. Also Fourth Line West was a much quieter street at that time . There was considerably less traffic from people commuting north around Second Line and there was not much happening at the golf course. Now with the new developments up there and the new proposed sites this will add to even more traffic. This road is like a major thorough-fare now and the road has degraded considerably in the last couple of years. We do not want to see this area behind us turned into condos and homes. It was beautiful country living just a few years ago and we can already see that deteriorating before our eyes. New condos and Apts should be built downtown and on the waterfront. We are saying NO to this application. Thanx for your consideration in this matter.

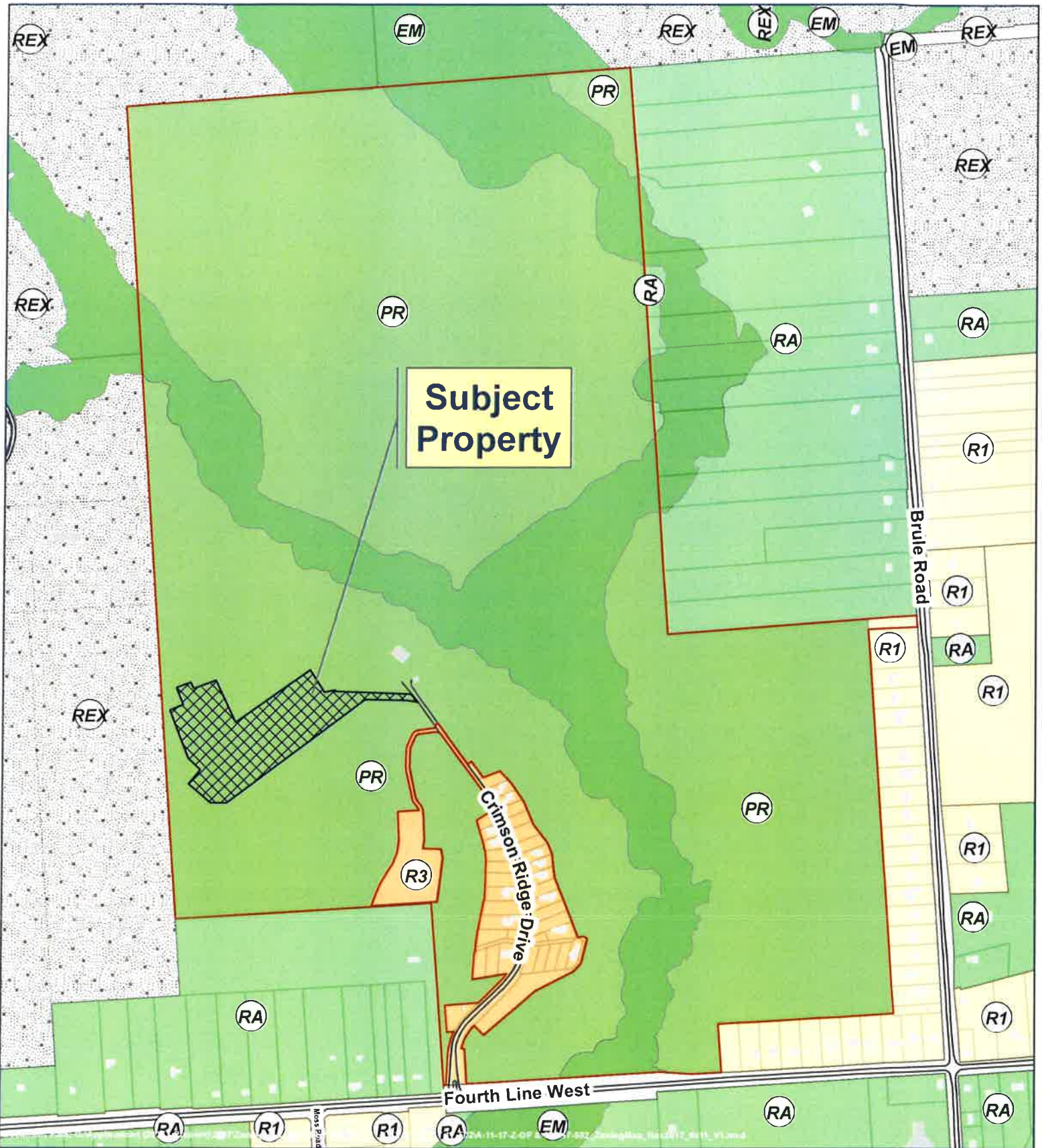


Document Path: G:\Applications (2017 - Present)\2017 Zoning\418 Fourth Line West\A-11-17-Z-OP & 57T-17-502\A-11-17-Z-OP & 57T-17-502 AerialMap_Nov2017_A11_V1.mxd

Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☒ Aerial Image ☐ Official Plan Amendment	Legend Approximate of Area to be Rezoned Subject Property: 418 Fourth Line West Parcel Fabric	City of Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca This map is for general reference only Orthophoto: Spring 2016, 25cm Colour Projection Details NAD 1983 UTM Zone 16N GCS North American 1983 0 25 50 100 Meters 1:8,000
Property Information Civic Address: 418 Fourth Line West Roll No.: 050050061000000 Map No.: 136/2-37 Application No.: A-11-17-Z-OP-57T-17-502 Date Created: November 09, 2017	Page 140 of 374	



Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment Property Information Civic Address: 418 Fourth Line West Roll No.: 050050061000000 Map No.: 136/2-37 Application No.: A-11-17-Z-OP-57T-17-502 Date Created: November 09, 2017	Legend Approximate of Area to be Rezoned Subject Property: 418 Fourth Line West Parcel Fabric	City of Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca This map is for general reference only Orthophoto: None Projection Details NAD 1983 UTM Zone 16N GCS North American 1983 0 25 50 100 Meters 1:8,000
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Application Map Series
☐ Subject Property ☐ Official Plan Landuse
☒ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information
 Civic Address: 418 Fourth Line West
 Roll No.: 050050061000000
 Map No.: 136/2-37
 Application No.: A-11-17-Z-OP-57T-17-502
 Date Created: November 09, 2017

Legend	
C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
C3 - Commercial Transitional Zone	R5 - High Density Residential Zone
C4 - General Commercial Zone (C4gs)	R6 - Medium Density Residential Zone
C5 - Shopping Centre Zone	R7 - Institutional Zone
C6 - Highway Zone	EM - Environmental Management Zone
M1 - Light Industrial Zone	PR - Parks and Recreation Zone
M2 - Medium Industrial Zone (M2hy)	RA - Rural Area Zone
M3 - Heavy Industrial Zone	RP - Rural Precast/Concrete Residential Zone
R1 - Single Detached Residential Zone	REX - Rural Aggregate Extraction Zone
R2 - Single Detached Residential Zone (R2ha)	AIR - Airport Zone
R3 - Low Density Residential Zone	T - Temporary Use - Commercial District
R4 - Medium Density Residential Zone	T - Temporary Use - Residential
R5 - High Density Residential Zone	T - Temporary Use - Industrial
R6 - Medium Density Residential Zone	T - Temporary Use - Other
R7 - Institutional Zone	T - Temporary Use - Other
EM - Environmental Management Zone	T - Temporary Use - Other
PR - Parks and Recreation Zone	T - Temporary Use - Other
RA - Rural Area Zone	T - Temporary Use - Other
RP - Rural Precast/Concrete Residential Zone	T - Temporary Use - Other
REX - Rural Aggregate Extraction Zone	T - Temporary Use - Other
AIR - Airport Zone	T - Temporary Use - Other
T - Temporary Use - Commercial District	T - Temporary Use - Other
T - Temporary Use - Residential	T - Temporary Use - Other
T - Temporary Use - Industrial	T - Temporary Use - Other
T - Temporary Use - Other	T - Temporary Use - Other



City of Sault Ste. Marie

Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
 Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 18N
 GCS North American 1983


 0 25 50 100 Meters
 1:3,000

J. M. Elliott, P. Eng.
Deputy Commissioner



Public Works & Transportation
Department

2007 09 24

Mayor John Rowswell and
Members of City Council
Civic Centre

**SUBJECT: TRAFFIC STUDY FOR THE QUEEN STREET/LAKE STREET
INTERSECTION**

On June 11th 2007 Council passed the following resolution:

Whereas area residents have raised a concern regarding the safety of pedestrians crossing Queen Street at Lake Street in order to enter Bellevue Park; and
Whereas the park is a premier community venue and we want to maximize access in a safe and easy manner to all citizens; and
Whereas in 2001 a report was done on this matter; and
Whereas it is time to re-visit this matter, a study of possible solutions from the appropriate staff through Public Works is requested with a report.

Background

A report was presented to Council on January 22, 2001 concerning issues related to the Queen Street East/Lake Street area. This report stated that there were no warrants that justified any changes to the traffic control devices at the intersection of Queen and Lake as well as there were no warrants that justified additional traffic control devices on Queen Street in the vicinity of Bellevue Park. It did recommend that there be increased police enforcement as well as staff would monitor the Bellevue Park area for changes that would require another traffic study.

Intersection Characteristics

Street Characteristics	Lake Street	Queen Street
Direction of the Traffic	North-South	East-West
Type of Intersection Control	stop signs	n/a
Road Width (m)	12.5/7.9	12.5
Characteristics	residential	collector

Public Works & Transportation Department
The Corporation of the City of Sault Ste. Marie
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5201 ~ Fax: (705) 541-7010
www.cityssm.on.ca

Street Characteristics	Lake Street	Queen Street
AADT (vehicles per 24 hrs)	2127	10,685
Speed (km per hour)	50	50
Streetlights	yes	yes
Operating Speed (85 th percentile)	55.6kph	55.8kph

Traffic Control Devices

The current traffic control devices at this intersection are the same as when a report was prepared in 2001. There are stop signs on the north and southbound lanes on Lake Street at Queen Street East and pedestrians are expected to cross Queen Street when there are adequate gaps available in traffic flow.

This report will consider whether an “all way stop” or traffic signals should be installed at this intersection. This report will also look at whether mid-block signals should be considered for the area along Queen Street in front of Bellevue Park.

Warrant System for Installing Traffic Control Devices

The installation of traffic control devices is based on a provincial standard warrant rating system outlined in the Ontario Traffic Manual (OTM). The City follows these provincial standards to determine when changes to traffic control systems are justified. A warrant rating system is based on factors such as traffic volume, traffic accidents, pedestrian volume, etc. It should be noted that the factors (i.e. traffic volume, accident rates, etc.) related to the warrants have seen a reduction at these locations since the last study was carried out in 2001.

Warrant for All Way Stop

The Ontario Traffic Manual states that an “all way stop” should only be considered at the intersection of two relatively equal roadways having similar traffic volume demand and operating characteristics. The approaches should be directly opposing (i.e. not offset), should preferably approach at right angles (i.e. no skewed approaches) and have an equal number of lanes.

Warrant justifications for "all way stops" states:

- The total volume on all intersection approaches exceeds 500 vehicles per hour for each of any eight hours of the day.
- The combined vehicular and pedestrian volumes on the minor street exceeds 200 units per hour for each of the same eight hours with an average delay to traffic on minor streets (to vehicles or pedestrians) of greater than 30 seconds.

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- The volume split up does not exceed 70/30.
- Average of four(4) collisions per year over a three(3) year period

Warrant	2007 Study	Warrant Minimum	Warrant Met
Total Volume	900vph	500vph	Yes
Combined (Veh & Ped)	156units	200units	No
Volume Split	83/17	70/13	No
Collisions	2 per yr	4 per yr	No
Warrant not met			

The minimum warrants have not been met and therefore an “all way stop” should not be installed at this intersection.

Warrant for Traffic Signals

The Ontario Traffic Manual states that traffic control signals are to be used for the safe control and regulation of the movement of goods and people. Traffic control signals should not be used for traffic calming schemes, or limiting traffic volumes on specific routes, for speed control devices, for demand control devices or for the discouragement of motorists and pedestrians for use of a specific route.

Warrant justifications for "traffic signals" states:

- Number of vehicles entering each approach on the eight highest total volume hours on an average day.
- Delay time experienced by each pedestrian during at least two 30 minute peak periods of an average day.
- Reported number of collisions at the intersection of the type preventable by traffic control signals in each of the preceding three years.
- Combination of minimum vehicular volumes, delayed across traffic and collision experience.

Warrant	2007 Study	Warrant Minimum	Warrant Met
Minimum vehicular volume	56%	80%	No
Delay due to cross traffic	80%	100%	No
Collision experience	0%	0%	No
Combination	0%	0%	No
Warrant not met			

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The minimum warrants for traffic signals have not been met and therefore traffic signals should not be installed at this intersection.

Warrant for Stand-alone Mid-block Pedestrians Crosswalk

The Ontario Traffic Manual (OTM) requires that a number of warrants must be met in order to justify a "mid-block pedestrian crossing".

Warrant justifications for "mid-block pedestrian crossings" states:

- Mid-block pedestrian crossings should be restricted to roadways posted at less than 80 km per hour.
- Justification for mid-block pedestrian signals should be based on a percent as given in the OTM tables (minimum pedestrian crossings are 240/hour).

<i>Warrant</i>	<i>2007 Study</i>	<i>Warrant Minimum</i>	<i>Warrant Met</i>
Pedestrian Crossing	6%	100%	No Warrant not met

The minimum warrant has not been met and therefore a stand-alone mid-block crosswalk should not be installed.

Summary

All of the warrant calculations indicate that additional traffic control devices are not required at the Queen/Lake intersection or along Queen Street in the area of Bellevue Park.

Since warrants do not justify any additional traffic control devices, staff have been investigating the use of "refuge islands" in the vicinity of the Queen/Lake Street intersection as well as the area of Bellevue Park. These islands are placed at locations where pedestrians can cross a lane of traffic onto the island and wait until a gap in the traffic allows them to cross the remaining lane. They are normally located in a centre turning lane. It is felt that the island would give protection to the pedestrian due to that fact that the island is not located in a traveled lane.

This proposal will require the changing of the lane configuration along Queen Street from four (4) lanes to three (3) lanes. The initiative is being put forward since Public Works staff is aware that the "Cycling Master Plan" has placed, as one of its top priorities, the establishing of a cycling route on Queen Street East starting east of Pim Street. This will require the changing of

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Queen Street to a three lane configuration. Public Works staff supports this initiative due to the fact that the three (3) lane configuration will help to solve turning movements at the Pine/Queen Street intersection as well as provide a lane set up that allows the installation of “refuge islands”.

Recommendations

It is not recommended that additional traffic control devices be installed at the Queen Street East/Lake Street intersection or in the vicinity of Bellevue Park. Stand alone pedestrian crosswalks, all-way stops or signalized intersections are not warranted at this time, in accordance with the Ontario Traffic Manual. Based on traffic volumes, adequate gaps are available to allow pedestrian crossings.

We do however recommend that the initiative of installing “refuge islands” in conjunction with the "Cycling Master Plan" proposal of reducing Queen Street from four (4) lanes to three (3) lanes be investigated.

All of which is respectfully submitted,

Recommended for approval,

J. M. Elliott, P. Eng
Deputy Commissioner

Patrick M. McAuley, P. Eng.
Commissioner

JME\cmr

\\DeptShare\Council 2007\Traffic Study – Queen & Lake

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-222

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

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

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

By-law 2002-193 Section 3.(1)(c) WALK OF FAME – GENERAL PROVISIONS is amended by deleting the following:

“over a period of years has made an outstanding contribution to the community;”.

By-law 2002-193 WALK OF FAME COMMITTEE (Preamble) is amended by deleting the following:

“in the form of stars embedded in the sidewalk within the downtown area (deemed the Walk of Fame)”

and inserting in its place:

“in the form of granite maple leaves within the downtown area (deemed the Sault Ste. Marie Walk of Fame)”.

2. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK –MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-222 - WALK OF FAME AMEND BY-LAW 2002-193.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-223

AGREEMENT: (AG114) A by-law to authorize the execution of the Agreement between the City and the Queenstown Association o/a Downtown Association to permit event programming to take place on the March Street Stage on Friday, December 15, 2017 for the Last Minute Late Night Event.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated December 11, 2017 between the City and the Queenstown Association o/a Downtown Association, a copy of which is attached as Schedule "A" hereto. This Agreement is to permit event programming to take place on the March Street Stage on Friday, December 15, 2017 for the Last Minute Late Night Event.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

AG-114

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in triplicate this 11th day of December, 2017.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

QUEENSTOWN ASSOCIATION O/A DOWNTOWN ASSOCIATION

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City ("the City Property") identified as the March Street Stage at March Street and Queen Street East, Sault Ste. Marie, ON, specifically as shown and identified on Schedule "A" attached to this Licence. This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

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

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

Date: _____

QUEENSTOWN ASSOCIATION O/A DOWNTOWN ASSOCIATION

JOSH INGRAM – MANAGER

I have the authority to bind the Licencee

Date: December 11, 2017

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

SCHEDULE "A" TO LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following location(s) on the City Property on December 15, 2017:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1" and "Appendix 2", as provided by the Licencee. The City and the Licencee acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1 and Appendix 2.

The Licencee contacted the City Legal Department to request permission to hold Last Minute Late Night (the "Event") on the March Street Stage (the "City Property").

1. March Street Stage:
 - a. One (1) tent for shelter with the dimensions of ten (10') feet by ten (10') feet (on the brick work behind the stage);
 - b. One (1) portable stage with the dimensions of eight (8') feet by twelve (12') feet and five (5") inches in height (backdrop for photography 'Santa's Village' printed on diabond, drilled into two (2') feet by four (4') feet frames and secured with cinder blocks and sand bags);
 - c. One (1) fire barrel (55 gallon steel drum) with no top and oxygen holes cut throughout in order to have a contained fire to roast s'mores. Ply wood to be placed underneath (on the brick work behind the stage).

The above is collectively referred to as the "Programming" in this Licence Agreement. The Programming will face south toward the courtyard and will not be visible from the sidewalk. Attendees will need to proceed south into the courtyard to access the Programming.

**SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to set up and conduct the following on the City Property on December 15, 2017 as part of the Last Minute Late Night Event on the March Street Stage, Sault Ste. Marie at the location identified in Schedule "A" to this Licence Agreement, and subject to the following time schedule:
 - a. Beginning at 4:00 p.m. on December 15, 2017, the Licencee may set up matters in Schedule "A" to this Licence Agreement;
 - b. Between the hours of 5:00 p.m. and 10:00 p.m. on December 15, 2017 the Programming may carry on; and
 - c. By the hour of 11:00 p.m. on December 15, 2017, the Licencee shall have completed the removal of the barricades, signage and all other matters related directly or indirectly to the Programming from City Property at its own cost, liability and expense.

The above is collectively referred to as the "Event" in this Licence Agreement.

2. The Licencee further warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Licencee shall comply with the following conditions:
 - a. Ensure that pedestrian traffic on the City's sidewalks will not be impeded by the tent, stage, or fire barrel or by any other aspect of the Programming;
 - b. Ensure that exterior paths of travel meet the requirements of the *Integrated Accessibility Standards Regulation – Design of Public Spaces Standard*;
 - c. Undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices; and
 - d. Ensure that an opening remains among the chairs at the fire barrel stations to enable access to the fire barrel by mobility devices.
3. The Licencee further warrants that in carrying out the Programming described in Schedule "A" to this Licence, specifically with respect to the fire barrel stations, the Licencee shall comply with the following conditions:
 - a. The fire barrel station shall have a designated attendant at all times;
 - b. The attendant shall be responsible for the safety of the surrounding public;
 - c. The Licencee shall ensure that a minimum of a "2A10BC" fire extinguisher is present at each fire barrel station location;
 - d. The attendant shall be trained on proper fire extinguisher use;
 - e. The Licencee shall ensure each barrel is a minimum of 20 feet from any combustible material and/or building, and is not located along a path of exit travel from a business; and
 - f. The Licencee shall ensure, to the satisfaction of the City's Public Works and Transportation Department, that a base is provided under the fire barrel to guarantee no damage occurs to the surface at that location.

4. The tent structure(s) are to comply with the following conditions:
 - a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
 - b. The tent structure(s) must be at ground level and must not be raised in any way;
 - c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
 - d. The tent structure(s) and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.
5. The Licencee agrees to comply with all City regulations including placement of barricades to the satisfaction of the City and fire safety.
6. The Licencee represents and warrants that it has obtained any and all required permits from Algoma Public Health with respect to the Event prior to the commencement of the Event.
7. Prior to the commencement of the Event, the Licencee shall provide the City with written confirmation by facsimile or e-mail from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the Event that such confirmation of permits obtained has not been received by the City by December 11, 2017, the Licencee acknowledges and agrees that the Programming shall not proceed on December 15, 2017 with respect to the outdoor food preparation and serving component(s) and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

CITY:

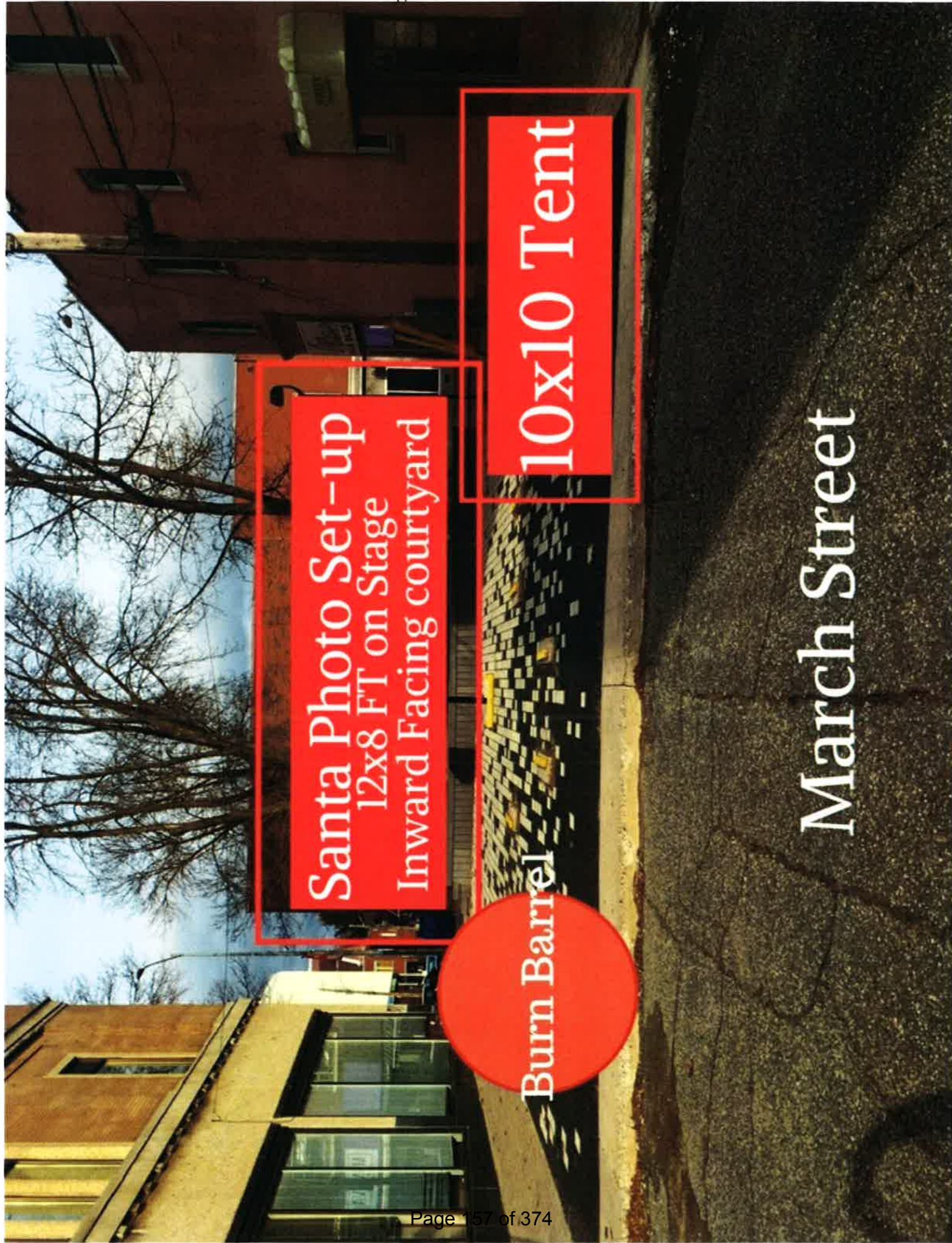
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

8. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Event. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, maintenance and removal of barricades and all other matters related directly or indirectly to the Programming on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the barricades and Programming.
9. All matters related to the Event are the responsibility of the Licencee. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event and the Licencee acknowledges and agrees that it shall indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements),

liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

10. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.
11. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and/or the Programming.
12. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
13. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
14. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
15. The Event shall terminate at 10:00 p.m. on December 15, 2017. The Licencee shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 11:00 p.m. on December 15, 2017, and leave the City Property in a condition satisfactory to the City; provided that if the required cleanup activities are not completed by the Licencee by 11:00 p.m. on December 15, 2017, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of the Licencee.
16. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencee shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
17. This Licence Agreement shall terminate at 11:00 p.m. on December 15, 2017. The provisions of Schedule A and Sections 2-15 inclusive of Schedule B to this Licence survive the termination of this Licence.

18. The Licencee shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before December 7, 2017.

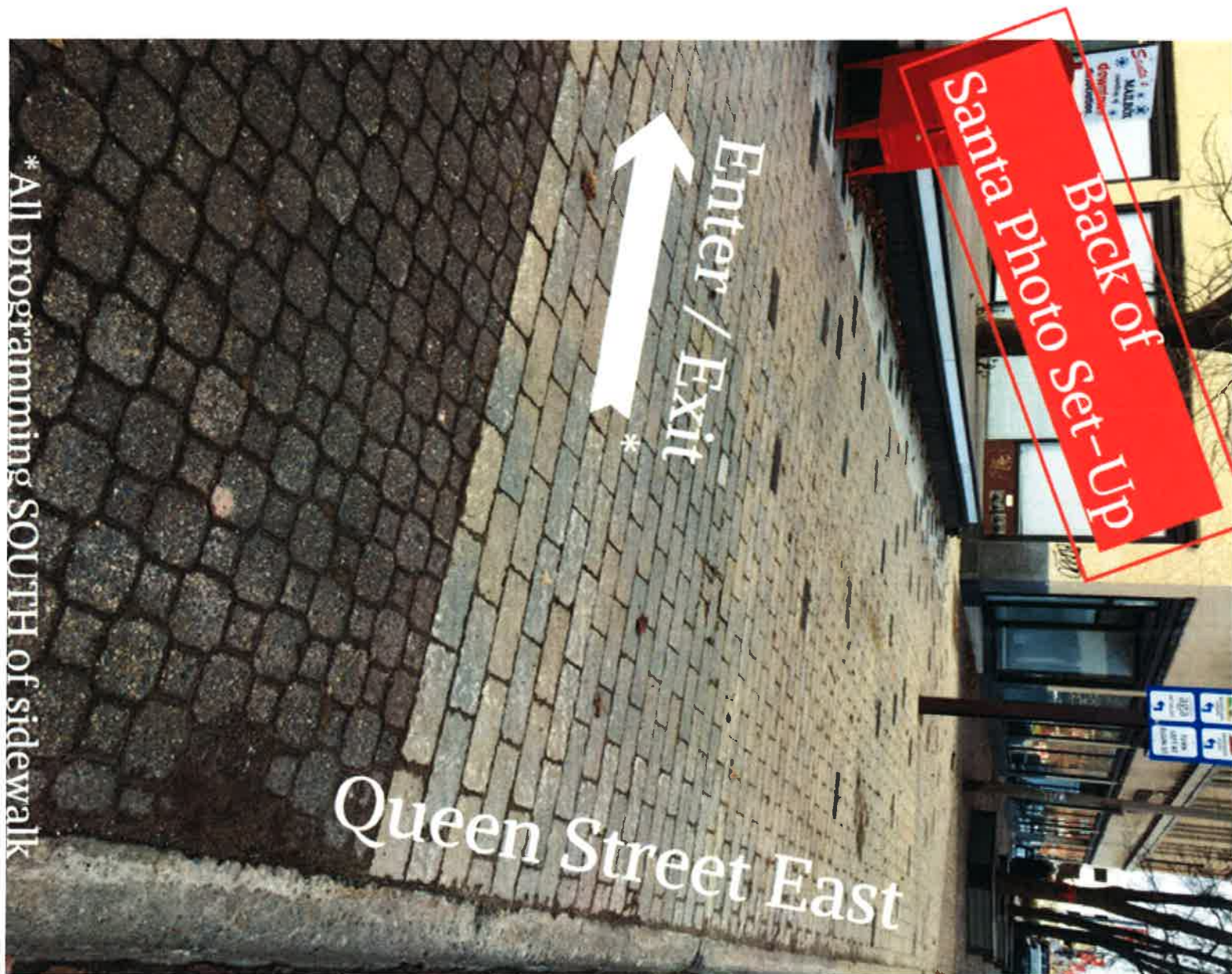


Santa Photo Set-up
12x8 FT on Stage
Inward Facing courtyard

10x10 Tent

Burn Barrel

March Street



*All programming SOUTH of sidewalk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-224

PROPERTY ACQUISITION: (PR7.1) A by-law to authorize the acquisition of property being 1' reserves abutting Chatfield Drive and Balsam Lane (Ficmar Developments Inc.).

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

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

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

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Ficmar Developments Inc.
PROPERTY:	1' reserves (Chatfield Drive and Balsam Lane)
LEGAL DESCRIPTION:	PIN 31566-0640 (LT) PART SECTION 24 KORAH PARTS 2 AND 3 1R11996; SAULT STE. MARIE
CONSIDERATION:	One (\$1.00) Dollar (subject to usual adjustments)

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY AND DOES NOT FORM PART OF THIS BY-LAW.

S. E. 1 / 4 O F S. E. 1 / 4

S E C T I O N 2 4

PART 2, PLAN 1R-10629

Part 1R 11996

PART 2
(NOT TO SCALE)

PART 3
(NOT TO SCALE)

PART 3, PLAN 1R-1282

PIN 31566-0482

566-0482
LINE ROAD

SECTION 25

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-225

BUILDING: (B1) A by-law to amend Schedule “A” to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) and to repeal By-laws 2013-10, 2013-224, 2015-32 and 2016-211.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 7 of the *Building Code Act, 1992, S.O. 1992, c. 23*, and amendments thereto, **ENACTS AS FOLLOWS:**

1. **BY-LAW 2008-148 AMENDED**

By-law 2008-148 is amended by deleting Schedule “A” and replacing it with Schedule “A” attached to this by-law.

2. **BY-LAWS 2013-10, 2013-224, 2015-32 AND 2016-211 REPEALED**

By-laws 2013-10, 2013-224, 2015-32 and 2016-211 are hereby repealed.

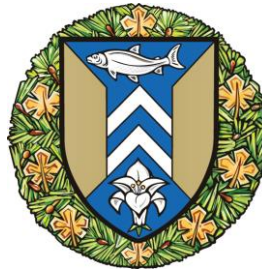
3. **EFFECTIVE DATE**

This by-law takes effect on the 1st day of January, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE



Schedule "A"

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

$$\text{Permit fee} = \text{SI} \times \text{A}$$

Where SI = Service index for class of proposed work
A = floor area in m² of work involved.

2. A minimum fee of \$121.34 shall be charged for all work or if not described below as a Fixed Fee (FF).
3. For Building Classifications that are not described in sections 5 – 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.
4. Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced the penalty shall be an additional 100%.

Building Classification

5. New Construction / Alterations and Renovations

Service Index (SI)
\$ x 1m² unless otherwise indicated

Group A – (assembly occupancies)	
School, churches – New Construction	\$31.23
Restaurants – New Construction	\$31.23
All other assembly – New Construction	\$31.23
Alterations and Renovations (includes decks & roof structures)	\$8.62
Air supported structure	\$8.62
Emergency lighting	\$337.05 ff per Storey
Fire alarms	\$337.05 ff per Storey
Parking garage repairs	\$5.96
Portable classrooms foundations	\$8.62
Residing, re-roofing	\$1.04
Sprinkler, standpipes	\$337.05 ff plus \$0.56 / m ²
Tents - less than 225m ²	\$121.34
Tents - greater than 225m ²	\$404.46 ff
Window / Door replacement	\$4.83 / opening + \$121.34 ff

Group B - (institutional occupancies)	
All types – New Construction	\$31.23
Alterations and Renovations (includes decks & roof structures)	\$8.62
Emergency lighting	\$337.05 ff per Storey
Fire alarms	\$337.05 ff per Storey
Parking garage repairs	\$5.96
Residing, re-roofing	\$1.04
Sprinkler, standpipes	\$337.05 ff plus \$0.56 / m ²
Window / Door replacement	\$4.83 / opening + \$121.34 ff

Group C – (residential occupancies)	
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	\$25.71
Single Dwelling Modular Units – New Construction	\$22.44
All other multiple units – New Construction	\$20.70
Hotels, motels – New Construction	\$27.61
Alterations and Renovations (includes decks & roof structures)	\$6.90
Balcony repairs	\$121.34 ff + \$8.62 / unit
Basement finishing	\$6.12
Basement new under existing dwelling	\$6.90
Canopy, carport	\$12.77
Emergency lighting	\$337.05 ff per Storey
Fire alarms	\$337.05 ff per Storey
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks	\$121.34 ff
Attached garage and accessory buildings	\$6.12
Detached garage	\$6.12
Shed < 25 m2	\$121.34 ff
Sprinkler, standpipes	\$337.05 ff plus \$0.56 / m ²
Window / Door replacement	\$4.83 / opening + \$121.34 ff

Group D – (business & personal services occupancies)	
Offices and all others – shell only – New Construction	\$23.73
Interior tenant finishing – New Construction	\$6.47
Alterations and Renovations (includes decks & roof structures)	\$6.90
Emergency lighting	\$337.05 ff per Storey
Fire alarms	\$337.05 ff per Storey
Parking garage repairs	\$5.95
Residing, re-roofing	\$1.04
Sprinkler, standpipes	\$337.05 ff plus \$0.56 / m ²
Window / Door replacement	\$4.83 / opening + \$121.34 ff

Group E – (mercantile occupancies)	
Retail store shell, department store, supermarkets, all other Group E – New Construction	\$17.80
Interior tenant finishing	\$6.47
Alterations and Renovations (includes decks & roof structures)	\$6.90
Emergency lighting	\$337.05 ff per Storey
Fire alarms	\$337.05 ff per Storey
Parking garage repairs	\$5.96
Residing, re-roofing	\$1.02
Sprinkler, standpipes	\$337.05 ff plus \$0.56 / m ²
Window / Door replacement	\$4.83 / opening + \$121.34 ff

Group F – (industries occupancies)		
Industrial building shell less than 7500 m ² – New Construction		\$13.80
Industrial building shell greater than 7500 m ² – New Construction		\$11.21
Parking garage – New Construction		\$8.88
All other F occupancies – New Construction		\$13.80
Interior tenant finishing		\$6.47
Alterations and Renovations (includes decks & roof structures)		\$6.90
Emergency lighting	\$337.05 ff per Storey	
Fire alarms	\$337.05 ff per Storey	
Farm buildings		\$5.95
Industrial Equipment Foundations	1% of construction value	
Parking garage repairs		\$5.96
Residing, re-roofing		\$1.04
Sprinkler, standpipes	\$337.05 ff plus \$0.56 / m ²	
Window / Door replacement	\$4.83 / opening + \$121.34 ff	
6. Demolition		
Group C – Single Family Dwelling 55 m ² or less		\$129.43 ff
All others		\$258.85 ff
7. Designated Structures OBC Subsection 1.3.1.1.		
Crane runway	\$975.02 ff / structure	
Exterior tanks	\$975.02 ff / structure	
Outdoor pool and spa		\$32.44
Wind power towers	\$975.02 ff / structure	
All other structures	\$448.68 ff / structure	
8. Standalone Mechanical		
New ductwork or piping	\$19.96 per diffuser, radiator, or unit	
Group C residential Single Family Dwelling (unit and ductwork)		\$189.83 ff
New unit		\$189.83 / unit
Special mechanical system (exhaust hoods, solar panels etc.)		\$405.53 ff
Plumbing & drainage	\$18.63 / fixture	
Sewer installation & capping (single residential unit)		\$121.34 ff
Site services (water, sewer servicing for all other buildings)		\$405.53 ff

9. Additional Charges		
Occupancy permit		\$20.70 ff / unit
Conditional permit	10% of applicable building permit fees (\$193.00 ff minimum)	
Change of use permit		\$414.16 ff
Permit renewal/transfer		\$211.22 ff
Moving permit		\$121.34 ff
Re-inspection		\$121.34 ff
Sign permit		\$121.34 ff each
Portable signs		\$121.34 ff each
<i>Culvert as determined by Pubic Works & Transportation Dept</i>		
Curb or sidewalk depression		\$43.14 ff
Certificate of zoning conformity Single Family Dwelling		\$51.77 ff + HST (\$58.50)
Certificate of zoning conformity Other		\$103.54 ff +HST (\$117.00)
File Inquiry and plans inquiry Single Family Dwelling		\$51.77/SFD + HST (\$58.50)
Other		\$103.54/others + HST (\$117.00)
Annual Fee		\$862.85/Year + HST (\$975.02)
Lift Order (By-Law)		\$181.19 ff
Work Order Appeal (By-Law)		\$181.19 ff
Lift Order (Building Code)		\$181.19 ff + HST (\$204.74)
Liquor License Application		\$103.54 ff +HST (\$117.00)
Alternative Solution Proposal (per application)		\$674.10 ff

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-226

REGULATIONS: (R1.56) A by-law to amend By-law 2003-52 (Licensing Pawnbrokers).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Pawnbrokers Act*, R.S.O. 1990, Chapter P.6 and amendments thereto **ENACTS** as follows:

1. **BY-LAW 2003-52 AMENDED**

By-law 2003-52 No. 3 is amended by deleting \$250.00 and \$250.00 and inserting \$260.00.

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-226 AMEND PAWNBROKERS BY-LAW 2003-52.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-227

LICENSING: (L3.2) A by-law to amend By-law 2003-51 (a by-law to license, regulate and govern vehicles from which refreshments are sold for consumption by the public).

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

1. **BY-LAW 2003-51 AMENDED**

By-law 2003-51 No. 5 is amended by deleting \$225.00 and inserting \$245.00.

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-227 AMEND BY-LAW 2003-51.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-228

AGREEMENT: (P3.2) A by-law to authorize the execution of the Agreement between the City and 1181163 Ontario Ltd. o/a Municipal Waste & Recycling Consultants for the Residential Waste Collection Services Contract Addendum No. 1 to Original Agreement Dated June 11, 2010 for the provision of curbside refuse collection.

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 December 11, 2017 between the City and 1181163 Ontario Ltd. o/a Municipal Waste & Recycling Consultant for the Waste Collection Services Contract Addendum No. 1 to Original Agreement Dated June 11, 2010 for the provision of curbside refuse collection.

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 December, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE “A”

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
WASTE COLLECTION SERVICES
CONTRACT ADDENDUM NO. 1 TO ORIGINAL AGREEMENT DATED
JUNE 11, 2010**

Between

1181163 Ontario Ltd. o/a Municipal Waste & Recycling Consultants
9 East Industrial Road
Blind River, Ontario
P0R 1B0

hereinafter called the “Contractor”

- and -

The Municipal Corporation of the City of Sault Ste. Marie, Ontario

hereinafter called the “Corporation”

WHEREAS the Corporation and Contractor have decided to extend the term of the original Agreement, herein after called the “Agreement”, dated June 11, 2010 for the provision of curbside refuse collection for the period July 5, 2010 to June 29, 2018;

AND WHEREAS the Corporation and Contractor have agreed that the contract extension shall be for a period of one (1) year commencing on June 30, 2018, and terminating on June 29, 2019;

AND WHEREAS the Corporation and Contractor have agreed that the services are to be provided under the same terms and conditions included in the original contract except as provided herein.

WITNESSETH: The Contractor and Corporation undertake and agree as follows:

1. Article 2 is amended by the addition of Contract Addendum No. 1 to Agreement dated June 11, 2010.
2. The reference to “The Commissioner” in Article 7 is replaced by the following:

Larry Girardi
Deputy CAO, Public Works and Engineering Services
Public Works & Transportation
128 Sackville Road
Sault Ste. Marie, Ontario P6B 4T6

3. The Contract end date stipulated in Article 7 of the Agreement is changed from June 29, 2018 to June 29, 2019.
4. The Contractor acknowledges and understands that this document is an addendum to the Agreement and all of the documents that formed the Agreement shall continue in full force and effect throughout the duration of the extended term of the contract.

IN WITNESS WHEREOF the Parties hereto have executed this ADDENDUM.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

The Corporation of the City of Sault Ste. Marie

.....
Christian Provenzano - Mayor

.....
Malcolm White – City Clerk

December 11, 2017
.....
Date

1181163 Ontario Ltd. o/a Municipal Waste & Recycling Consultants

.....
Authorized Signing Officer

.....
Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-229

REGULATIONS: (R1.26) A by-law to amend By-law 2002-165 (Adult Entertainment Parlours).

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 11(3) of the Municipal Act, 2001 S.O. 2001 c. 25 ENACTS as follows:

1. **BY-LAW 2002-165 AMENDED**

By-law 2002-165 No. 4(1) is amended by deleting "\$75.00" and inserting "\$90.00".

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

PASSED in Open Council this 11th day of December, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-230

LICENCING: (L3.8) A by-law to amend By-law 2003-54 (Licencing Plumbers).

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

1. **BY-LAW 2003-54 AMENDED**

By-law 2003-54 Paragraph No. 6(d) is amended by deleting

“Master Plumber licence fee: \$20.00
Annual Renewal of Master Plumber licence fee: \$20.00”

and inserting

“Master Plumber licence fee: \$25.00
Annual Renewal of Master Plumber licence fee: \$25.00”.

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-231

LICENSING: (R1.69) A by-law to amend By-law 2003-50 (License Amusement Arcades).

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

1. **BY-LAW 2003-50 AMENDED**

By-law 2003-50 No. 9 is amended by deleting \$250.00 and inserting \$265.00.

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-232

LICENCING: (R1.57) A by-law to amend By-law 2003-53 (Licencing Peddlers).

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

1. **BY-LAW 2003-53 AMENDED**

By-law 2003-53 Paragraph No. 2 is amended by deleting \$250.00 and inserting \$255.00.

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-233

FEES: (P1.6) A by-law to amend By-law 2010-87 (Minor Variance Fees for Commercial, Industrial or Institutional Zoned Applications Committee of Adjustment).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 69 of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto **ENACTS** as follows:

1. **BY-LAW 2010-87 AMENDED**

By-law 2010-87 is amended as follows:

No. 1(1) (Minor Variance Application (Single Unit Residential)) deleting “\$500.00” and inserting “\$510.00”;

No. 1(2) (Minor Variance Application (Multiple Unit <5 RA/R1 Zone)) deleting “\$700.00” and inserting “\$710.00”;

No. 1(3) (All Other Zones) deleting “\$800.00” and inserting “\$820.00”;

No. 1(5) (Consent Application (Lot Addition)) deleting “\$700.00” and inserting “\$710.00”;

No. 1(7) (Final Consent Application) deleting “\$200.00” and inserting “\$205.00”;

No. 1(11) (Fence in All Zones) deleting “\$400.00/app” and inserting “\$410.00/app”;

No. 1(14) (Special Hearing) deleting “\$500 + Application Fee” and inserting “\$510.00 + Application Fee”;

No. 1(15) (Appeal (Minister of Finance)) deleting “\$300.00” and inserting “\$310.00”; and

No. 1(16) (Appeal (Sault Ste. Marie)) deleting “\$200.00” and inserting “\$205.00”.

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-234

STREETS: (S4) A by-law to amend Streets By-law 2008-131.

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

1. **BY-LAW 2008-131 AMENDED**

By-law 2008-131 is amended as follows:

- (a) deleting Section 13(7)(a) and inserting “for a single driveway entrance the applicant shall pay for the installation of a new culvert the sum of Three Thousand (\$3,000.00) Dollars”; and
- (b) deleting Section 13(7)(b) and inserting “for a single or double driveway entrance if the applicant requests or in the opinion of the Commissioner of Engineering and Planning requires a new culvert having greater length than the minimum the applicant shall pay an additional coupling charge of Two Hundred and Fifty (\$250.00) Dollars and for such additional length at the rate of One Thousand (\$1,000.00) Dollars per lineal meter in increments of 1 meter”; and
- (c) deleting Section 13(7)(b) and inserting “for a double driveway entrance to two separate properties the Applicant shall pay for the installation of a new culvert the sum of Five Thousand (\$5,000.00) Dollars”.

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-235

AGREEMENT: (AG28) A by-law to authorize the execution of the Agreement between the City and the United Way of Sault Ste. Marie to incorporate an insurance provision into the existing Licence to Occupy 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 December 11, 2017 between the City and the United Way of Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Agreement is to incorporate an insurance provision into the existing Licence to Occupy 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 December, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

This Amending Agreement is made effective the 11th day of December, 2017 (the "Amending Agreement").

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter the "City")

– and –

UNITED WAY OF SAULT STE. MARIE

(hereinafter the "Licencee")

WHEREAS the City granted the Licencee the right to occupy the property of the City identified as follows:

1. Bottom of Pim Street Hill at the fork of Church Street;
2. The Pump House at the corner of Bay Street & Gore Street;
3. The fork at Wellington Street East & Trunk Road, on Queen Elizabeth Field or the old Fire Hall;
4. Corner of Korah Road & Second Line West; and
5. Corner of McNabb Street, Pim Street, & Great Northern Road on the Canadian Tire side of the intersection (collectively referred to as the "City Property")

in the City of Sault Ste. Marie, District of Algoma on September 1, 1992 by a Licence to Occupy City Property (the "Agreement");

AND WHEREAS the Agreement no longer meets the City's insurance standards but the parties wish to maintain the Agreement;

NOW THEREFORE the parties agree as follows:

1. That the following Section 7 be added to Schedule "A" of the Agreement:
 7. The Licencee shall keep in force during the term hereof, liability insurance against claims for bodily injury, personal injury or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and the Licencee shall have the City listed as an "Additional Insured". Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE
We have the authority to bind the corporation.

UNITED WAY OF SAULT STE. MARIE

NAME: GARY VIPOND
TITLE: CEO
I have the authority to bind the corporation.

hh\\CITYDATA\\Legal\\Staff\\AGREEMENTS\\AG28 - United Way\\Amending Agreement - Insurance - Dec 2017.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-236

EMERGENCY MANAGEMENT PROGRAM AND EMERGENCY RESPONSE PLAN:

(R1.40) A by-law to adopt an Emergency Management Program and Emergency Response Plan and to meet other Requirements under the *Emergency Management and Civil Protection Act*.

WHEREAS under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 and Ontario Regulation 380/04 (the “Act”) every municipality in the province is required to:

- a) develop and implement an emergency management program, which shall consist of:
 - i. an emergency plan;
 - ii. training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
 - iii. public education on risks to public safety and on public preparedness for emergencies; and
 - iv. any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario;
- b) identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies;
- c) conduct training programs and exercises;
- d) designate an employee of the municipality as its emergency management program coordinator;
- e) establish an emergency management program committee;
- f) establish an emergency control group;
- g) establish an emergency operations centre to be used by the municipal emergency control group in an emergency; and
- h) designate an employee of the municipality as its emergency information officer;

AND WHEREAS it is prudent that the emergency management program developed under the Act be in accordance with international best practices, including the five core components of emergency management; prevention, mitigation, preparedness, response and recovery;

AND WHEREAS the purpose of such a program is to help protect public safety, public health, the environment, critical infrastructure and property during an emergency and to promote economic stability and a disaster resilient community;

NOW THEREFORE 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. EMERGENCY MANAGEMENT PROGRAM

- (a) An Emergency Management Program for the municipality will be developed and reviewed annually by the Emergency Management Program Committee consistent with and in accordance with the Act and international best practices, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery, and such program shall include:
 - i. training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
 - ii. public education on risks to public safety and on public preparedness for emergencies; and
 - iii. any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario.
- (b) The Emergency Management Program shall be consistent with the objectives of protecting public safety, public health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

2. EMERGENCY RESPONSE PLAN

- (a) The Emergency Response Plan, which has been developed in accordance with the requirements of the Act and international best practices, and which is attached hereto as Schedule A is hereby adopted (the "Plan").
- (b) The Plan shall be reviewed annually by the Division of Emergency Management and the Emergency Management Program Committee. The Emergency Management Division is authorized to make such administrative changes to the Plan as appropriate to keep the Plan current, such as personnel, organizational and contact information updates. Any significant revision to the body of the Plan shall be presented to Council for approval.

3. COMMUNITY EMERGENCY MANAGEMENT COORDINATOR

The Community Emergency Management Coordinator, is hereby appointed as the primary community emergency management coordinator (the “CEMC”) responsible for the emergency management program including maintenance of the Plan, training, exercises, public education and such other duties and responsibilities as outlined in the Act.

- (b) The Planning and Research Assistant is hereby appointed as alternate CEMC to act in place of the primary CEMC in his/her absence.

4. EMERGENCY MANAGEMENT PROGRAM COMMITTEE

- (a) The persons holding the following positions in the municipality, or their designates, shall be members of the Emergency Management Program Committee:
 - i. CEMC and Alternate CEMC;
 - ii. Chief Administrative Officer;
 - iii. Police Chief;
 - iv. Fire Chief;
 - v. Corporate Communications Officer;
 - vi. Medical Officer of Health;
 - vii. Social Services CAO;
 - viii. 49th Field Regiment Commanding Officer;
 - ix. Sault Area Hospital;
 - x. Central Ambulance Communication Centre Manager;
 - xi. Head of Council (Mayor); and
 - xii. Two additional members of Council.
- (b) The CEMC is hereby appointed as chair of the Emergency Management Program Committee.
- (c) The Emergency Management Program Committee shall advise Council on the development and implementation of the municipality’s Emergency Management Program and shall review the program annually.

5. EMERGENCY OPERATIONS CONTROL TEAM

The persons holding the following positions in the municipality, or their designates, shall be members of the Emergency Operations Control Team (EOCT):

- i. Emergency Operations Centre Director – Chief Administrative Officer;
- ii. Emergency Information Officer – Communications Officer;
- iii. Police Chief;
- iv. Fire Chief;
- v. CEMC and Alternates CEMC;
- vi. Medical Officer of Health;
- vii. Social Services CAO;
- viii. 49th Field Regiment Commanding Officer;
- ix. Sault Area Hospital;
- x. Central Ambulance Communication Centre Manager; and
- xi. Head of Council (Mayor).

6. EMERGENCY OPERATIONS CENTRE

A primary and an alternate Emergency Operations Centre have been established for use by the Emergency Operations Control Team in an emergency and with the appropriate technological and telecommunications systems to ensure effective communication in an emergency.

7. EMERGENCY INFORMATION OFFICER

The Corporate Communications Officer is hereby appointed as the Emergency Information Officer for the municipality to act as the primary media and public contact for the municipality in an emergency.

8. ADMINISTRATION

- (a) The Plan shall be made available to the public on the City website and by request.
- (b) The Plan, or any amendments to the Plan, shall be submitted to the Chief, Emergency Management Ontario identified in the Act.

9. **BY-LAWS 2008-40 AND 2013-13 REPEALED**

By-laws 2008-40 and 2013-13 are hereby repealed.

10. **SCHEDULE “A”**

Schedule “A” forms part of this by-law.

11. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of December, 2017

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

CITY OF SAULT STE. MARIE EMERGENCY RESPONSE PLAN

5/18/2017

Fire Service, Emergency Management Division

Schedule "A" to By-law 2008-40

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1. INTRODUCTION

Emergencies vary in intensity and complexity depending on factors such as time of occurrence, weather conditions, severity of impact, nature of the affected infrastructure and buildings, and demographics. The City of Sault Ste. Marie Emergency Response Plan is intended to provide a framework for the prompt coordinated response of government, private and volunteer resources when an emergency overwhelms the capacity of normal operations.

2. PURPOSE

The purpose of this document is to ensure a controlled, coordinated and effective response is quickly undertaken at the outset of an emergency to minimize its impact on the health, safety and welfare of the residents and visitors to the City of Sault Ste. Marie, as well as to protect the environment and economy.

3. SCOPE

The City's Emergency Response Plan applies to large scale emergencies that occur within the City of Sault Ste. Marie. The Emergency Management Ontario Glossary of Terms defines an emergency as, "A situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise".

An emergency may last from a few hours to several days or longer and possible events for the City of Sault Ste. Marie include but are not limited to:

- Health –related emergencies
- Critical infrastructure failures
- Severe weather emergencies
- Fires and/ or explosions
- Transportation emergencies

This Plan does not replace existing operating procedures or guidelines that are used by agencies responding to an emergency.

4. AUTHORITY

The *Emergency Management and Civil Protection Act*, is the legal authority for all municipal emergency response plans in Ontario. The *Emergency Management and Civil Protection Act* states:

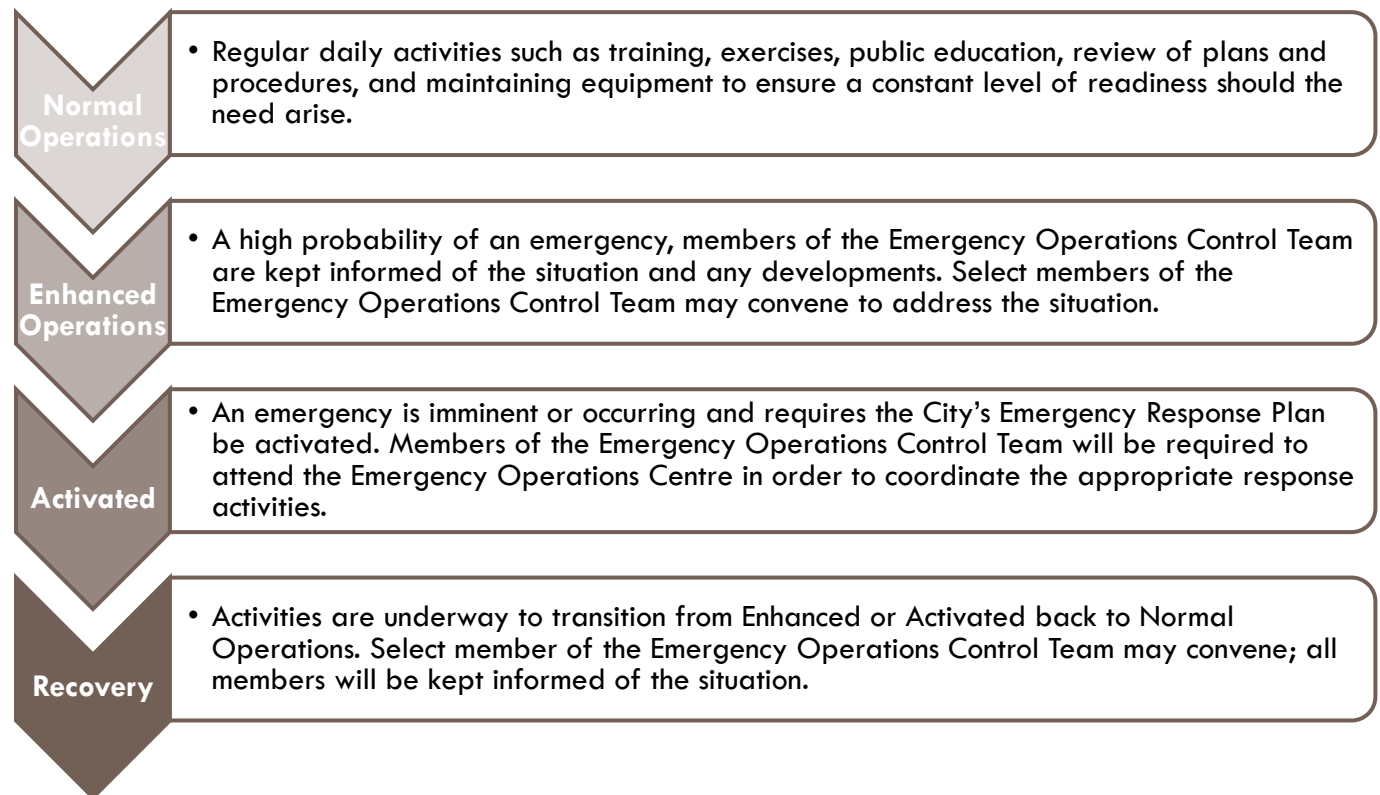
Every municipality shall formulate an emergency response plan governing the provision of necessary service during an emergency and the procedure under the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan. Section 3 (1)

Ontario Regulation 380/04 sets in place the standards for municipal emergency management programs. These standards describe minimum provisions that must be met to constitute an essential level program.

In accordance with Section 3(1) of the *Emergency Management and Civil Protection Act* the City of Sault Ste. Marie has enacted *By-law 2008-40: A by-law to adopt the Emergency Response Plan for the protection of public safety, health, the environment, critical infrastructure and property within the municipality.*

5. CONCEPT OF OPERATIONS

The City of Sault Ste. Marie operates under four levels of readiness for emergency management response. These levels are:



6. ACTIVATION OF THE PLAN

The City's Emergency Response Plan may be activated in whole or in part by any member of the Emergency Operations Control Team. The Emergency Operations Control Team may take action under the Emergency Response Plan where an emergency exists, but has not yet been declared to exist.

The following may be event triggers which drive the activation of the Plan:

- The event requires the coordination of multiple agencies
- The event requires centralized decision-making to mitigate impact
- The event requires coordinated communication and messaging
- The event requires a coordinated approach with other levels of government
- The event is outside the scope of normal operations
- The event requires information gathering and analysis from multiple sources
- The event is pre-planned and requires active management to ensure public safety

6.1 Emergency Operations Control Team Notifications

A request to activate the Emergency Operations Control Team may be made by any of the following if they believe an emergency exists or has the potential to develop by contacting the Community Emergency Management Coordinator (CEMC):

- Any member of the Emergency Operations Control Team
- An Incident Commander at the site of an emergency within the City of Sault Ste. Marie

The request is made by contacting the Community Emergency Management Coordinator who shall proceed as follows:

- Where an emergency exists, the CEMC will notify all members of the Emergency Operations Control Team
- Where a threat of an impending emergency exists, the CEMC will contact the CAO and Lead Agency for advice. The CAO or Lead Agency will decide to convene the Emergency Operations Control Team or whether they will be notified and placed on standby.
- Upon being notified to convene, it is the responsibility of all members of the Emergency Operations Control Team to report to the Emergency Operations Center (EOC) and notify their staff and volunteer organizations

7. DECLARATION, TERMINATION AND NOTIFICATION OF A STATE OF EMERGENCY

7.1. Declaration of an Emergency

The Mayor or Acting Mayor (as laid out in the Schedule for Acting Mayor provided by the City Clerk) of the City of Sault Ste. Marie, as the Head of Council is responsible for declaring an emergency. This decision is made in consultation with other members of the Emergency Operations Control Team. Upon declaring an emergency, a formal written Declaration of Emergency must be submitted to Emergency Management Ontario by the CEMC.

Notification will also be made to:

- City Council
- Public
- Neighbouring community officials
- Local Member of Provincial Parliament
- Local Member of Parliament
- Media

7.2. Termination of an Emergency

A declared municipal emergency may be terminated at any time by

- Head of Council,
- Council of the municipality
- Premier of Ontario.

A formal written Termination of a Declared Emergency must be submitted to Emergency Management Ontario by the CEMC.

Notification will also be made to:

- City Council
- Public
- Neighbouring community officials
- Local Member of Provincial Parliament
- Local Member of Parliament
- Media

8. EMERGENCY OPERATIONS CENTRE

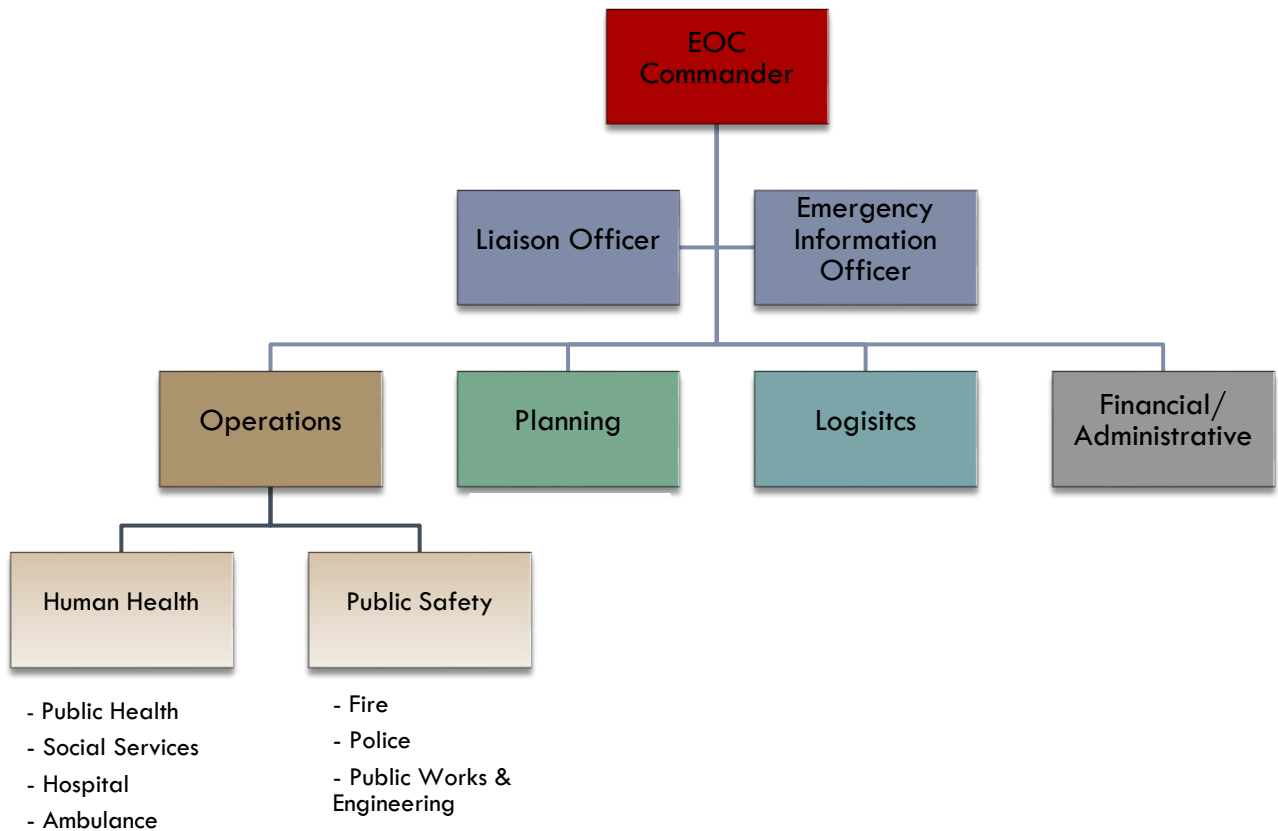
The Emergency Operations Centre (EOC) is the location the Emergency Operations Control Team reports to and provides overall direction and support for the response.

8.1. Functions of the EOC

Function	Role
Management	Responsible for overall emergency policy and coordination; public information and media relations; agency liaison; and proper risk management procedures, through the joint efforts of local government agencies and private organizations.
Operations	Responsible for coordinating all jurisdictional operations in support of the emergency response through implementation of the Incident Action Plan.
Planning	Responsible for collecting, evaluating, and disseminating information; developing the Incident Action Plan and maintaining all EOC documentation
Logistics	Responsible for providing facilities, services, personnel, equipment and materials.
Finance / Administration	Responsible for financial activities and other administrative aspects

8.2. EOC Organizational Structure

The positions of the EOC will be filled by staff based on skill, experience and knowledge. These staff will be trained to carry out the specific roles and responsibilities.

FIGURE 1: EOC ORGANIZATIONAL STRUCTURE

9. EMERGENCY OPERATIONS CONTROL TEAM

The Emergency Operations Control Team (EOCT) is responsible for managing and coordinating more-than-routine emergency responses. The convening of the EOCT does not automatically require an emergency declaration. As well the EOCT may function with only a limited number of persons depending on the emergency.

The purpose of the EOCT is to support field operations by obtaining and providing resources, maintaining up-to-date information, coordinating activities, providing information to the public, and to bring chief decision-makers together to coordinate their response to an emergency.

The City of Sault Ste. Marie's EOCT consists of:

- Mayor
- Chief Administrative Officer
- Police Chief
- Fire Chief
- Algoma Public Health
- Social Services Administrative Board
- Central Ambulance Communication Centre
- Sault Area Hospital
- 49th Field Regiment, Commanding Officer
- Corporate Services
- Community Emergency Management Coordinator

10. ROLES AND RESPONSIBILITIES OF EOCT

Individual EOCT members with the appropriate training and knowledge will assume the following roles and responsibilities during the emergency situation. Roles will be filled as appropriate to the emergency situation. As a result, not all roles may be filled in a small-scale emergency. In this situation, responsibilities remain with the EOC Commander or Section Chief as appropriate, until delegated. All members report to the EOC Commander.

10.1. EOC Commander

The EOC Commander is responsible for the overall management of the EOC and for executive decision-making. The EOC Commander has the following duties:

- Establishes appropriate activation and staffing level
- Oversees all response and recovery operations
- Overall management responsibility for coordinating, supporting, and assisting other agencies
- Sets priorities for overall response and recovery efforts
- Sets expenditure limits
- Chairs Operational Cycle meetings and establishes the operational cycle
- Leads development of the incident action plan and monitors its implementation
- Approves media releases
- Final decision-maker on operational issues
- Liaises with Mayor and Council
- Maintain a log of all actions taken

10.2. Liaison Officer

The Liaison Officer is the aggregator of information from all external agencies and collates vital internal information between operational cycles. As the lead developer of the Emergency Response Plan, the Liaison Officer has the following duties:

- Responsible for the operational implementation of the Emergency Response Plan
- Initiates the EOCT notification protocol and collates responses
- Advises the EOC Commander between operational cycles
- Monitors emergency alerts
- Collaborates with the Emergency Information Officer on the development of key messages
- Responsible for communications between the EOCT and external agencies
- Leverages relationships with partner agencies to determine the current status of the incident
- Seeks to coordinate cooperating agencies
- Provide advice to the Head of Council regarding the declaration of emergency
- Provides coaching and support as required to other members of the EOCT
- Maintain a log of all actions taken

10.3. Emergency Information Officer

The Emergency Information Officer (EIO) is the interface between the EOCT and the public and media. The EIO is responsible for providing accurate and complete information about the emergency and monitoring the information provided to the public for inaccuracies. The EOC Commander approves the release of all incident related information. Specific responsibilities of the EIO include:

- Coordinates with the Liaison Officer, on-site Media Officer, media, the public and EIOs from other agencies
- Develops accurate and complete information on the current situation
- Consult with the EOC Commander on the need for news briefings and conferences, the granting of media interviews, and status of media monitoring.
- Recommend responses to media misinformation and rumour, announcements and other forms of public communication, and the release of any emergency related information to the public
- Consult with other members of the EOCT on status of emergency situation and on any need for resources that could be fulfilled by the dissemination of public calls for assistance through the media or other means
- Apprise the EOCT of any significant information received from members of the public, the media and other EIOs.
- Maintain a log of all actions taken

10.4. Operations Section Chief

The Operations Section has been divided into two distinct branches: Human Health and Public Safety in order to maintain a reasonable scope of responsibility for each Branch Director.

Each Branch Director is responsible for the reduction of the immediate hazard; saving lives and property; establishing situational control; and restoration of normal operations.

- In consultation with Unit Coordinators, establishes tactical objectives and is accountable to the EOC Commander
- Implements the Incident Action Plan
- Delegates tasks to Operations Section Units as necessary
- Responsible for all activities focused on reduction of the immediate hazard and to safeguard human life and property
- Establishes situational control
- Restores normal operations
- Coordinates logistical needs of branches and communicates needs to the Planning Section
- Maintain a log of all actions taken

10.4.1 Human Health Branch – Emergency Social Services Unit

- Reports to the Operations Section Human Health Branch Director
- Coordinates and arranges emergency lodging, clothing, feeding, registration, inquiries and personal services for those residents who have been displaced from their homes
- Liaises with the EOCT with respect to the operations of both reception and evacuation centres
- Maintains accurate records of all expenditures authorized for the purpose of basic necessities under the emergency response plan
- Assists with the opening, set-up and closing of evacuation services as authorized by the EOCT
- Supervises and manages the operations of reception and evacuation centres
- Coordinates counselling services for evacuees at evacuation centres
- Liaises with the Public Health Unit on areas of mutual concern regarding operations in evacuation centres

- Acts as a liaison with the Emergency Information Officer to coordinate reception and evacuation centre communication requirements and other information for dissemination
- Liaises with the Police Services Unit to coordinate reception centre and evacuation centre security
- Notifies volunteers and evacuees of the termination of the emergency, and coordinates the dispersal of persons from the evacuation centre
- Maintain a log of all actions taken

10.4.2 Human Health Branch – Central Ambulance Communications Unit

- Reports to the Operations Section Human Health Branch Director
- Work in conjunction with Sault Area Hospital and Emergency Medical Services of Sault Ste. Marie to coordinate and control the transportation of the injured
- Coordinate with Ministry of Health and Long-Term Care regarding issues surrounding the emergency situation or secondary issues that may arise
- Provide advice and status reports on ambulance dispatch related matters to the members of the Emergency Operations Control Team
- Maintain a log of all actions taken

10.4.3 Human Health Branch – Public Health Unit

- Reports to the Operations Section Human Health Branch Director
- Liaises with appropriate health officials including Ontario Ministry of Health and Long Term Care
- Arrange for the coordinated response of all medical/health related services within the community in consultation with hospitals, available clinics, and community health providers
- Arrange for the investigation of infectious and/or contagious diseases
- Initiate control measures either by instruction regarding environmental control or by organizing mass immunization in certain instances
- Provides for the inspection of evacuation centers
- Provide advice on health-related matters to the EOCT
- Arrange for the dissemination of all special instructions to the general public on matters concerning public health
- Maintain a log of all actions taken

10.4.4 Public Safety Branch – Police Services Unit

- Reports to the Operations Section Public Safety Branch Director
- Coordinates information from area police agencies affected by the emergency
- Establishes an ongoing communications link with the senior police official at the scene of the emergency
- Coordinates information and resources necessary in relation to the inner perimeter within the emergency area
- Provides traffic control staff to facilitate the movement of emergency vehicles, as requested and/or required
- Alerts persons endangered by the emergency and coordinates evacuation procedures, as requested and/or required

- Liaises with the Emergency Social Services Branch regarding the establishment and operation of evacuation and reception centres
- Ensures the protection of life and property; and the provision of law and order
- If resources allow, provides police services as requested and/or as required
- Liaises with other community, provincial and federal police agencies, as required
- Maintain a log of all actions taken

10.4.5 Public Safety Branch - Fire and Paramedic Service Unit

- Reports to the Operations Section Public Safety Branch Director
- Provides the EOCT with information and advice on firefighting, rescue and paramedic matters
- Establishes an ongoing communications link with the senior fire and paramedic officials on site
- Informs the Mutual Aid Fire Coordinators and/or initiates mutual aid arrangements including the provision of additional firefighters and equipment, as required
- Contribute to all response operations if requested and/or required, e.g., rescue, first aid, casualty collection, evacuation
- Advises the EOCT if other means of transportation are required for large scale response for casualties and/or medical supplies
- Determines if additional or special equipment is needed and recommends possible sources of supply, e.g., breathing apparatus, protective clothing
- Liaises with the Ministry of Health and Long Term Care, and Central Ambulance Communications Centre to ensure balanced emergency coverage is available for paramedic service at all times throughout the service area
- Establishes effective triage and transportation of casualties at the site(s)
- Maintain a log of all actions taken

10.5. Planning Section Chief

The Planning Section Chief has the primary responsibility to collect, collate and retain for secure storage a complete set of incident documentation, including EOC attendance records, logbook records, master event log, incident action plans, documents received from internal/external partners, emails, photos, videos, maps, etc. The Planning Chief is also responsible for the maintenance of the ongoing Incident Action Plan. The Planning Section Chief has the following responsibilities:

- Planning Section Chief coordinates, the work of the planning section and is accountable to the EOC Commander
- Collects, evaluates, validates and disseminates incident situation information and intelligence
- Prepares status reports
- Displays situation information
- Responsible for all incident documentation
- Develops and documents the Incident Action Plan
- Coordinates technical experts
- Maintain a log of all actions taken

10.6. Logistics Section Chief

- Logistics Chief coordinates units responsible for services and is accountable to the EOC Commander

- Responsible for all support requirements needed to facilitate effective and efficient incident management
- Ensures provision of facilities, transportation, supplies, equipment maintenance and fuel, food services, telecommunications and IT support.
- Maintain a log of all actions taken

10.7. Financial/ Administrative Section Chief

- Finance & Administration Chief coordinates the work of the planning section and is accountable to the EOC Commander
- Tracks all costs associated with responding to the incident
- WSIB claims
- Direct response costs
- Procurement
- Maintain a log of all actions taken

10.8. Emergency Site Liaison

If requested, an Emergency Site Liaison Officer (ESLO) will attend the incident site or the EOC of a partner community and act as a liaison between the site or partner EOC and the City's EOC. Specific responsibilities of the ESLO include:

- Communicating the aim and priorities of the emergency response team to the EOC Liaison Officer
- If requested by the Site Incident Commander, communicating immediate needs for additional resources to the EOC Liaison Officer
- Establishing and maintaining communications with the EOC Liaison Officer to ensure accurate information is relayed
- Seeking authorization from the EOC prior to making resource commitments
- Maintain a log of all actions taken

11. REQUESTS FOR ASSISTANCE

11.1. Mutual Aid

Mutual Assistance Agreements enable municipalities, in advance of an emergency, to set the terms and conditions of the assistance which may be requested or provided. Municipalities requesting and providing assistance are therefore not required to negotiate the basic terms and conditions under stressful conditions any may request, offer and receive assistance according to predetermined and mutually agreeable relationships. The City of Sault Ste. Marie has Mutual Aid Agreements through various departments.

11.2. Provincial and Federal Assistance

Assistance may be requested from the Province of Ontario at any time without any loss of control or authority. A request for assistance will be made by contacting the Provincial Emergency Operations Centre (PEOC) Duty Officer. This contact is the responsibility of the CEMC. The PEOC will evaluate the municipality's request and determine the availability of requested resources.

Any request for federal resources must be made to the PEOC through the same channels as described above.

12. EMERGENCY INFORMATION AND NOTIFICATION

The Emergency Operations Control Team (EOCT) will inform the public, as soon as possible, of the emergency that is occurring or imminent and advise the public of appropriate self-help actions and/or issue public warning messages.

Emergency information will be conveyed through local and social media. Warnings will also be posted on both the City of Sault Ste. Marie's and Police Service's websites.

In extreme circumstances, the municipality will consider alternate forms of delivering messages including:

- Emergency services drive through neighbourhoods using public alerting systems
- Door-to-door contact by volunteers or municipal employees
- Establish emergency information lines which can take large numbers of calls from the public with relevant information
- Issuing an Alert through Alert Ready

12.1 Alert Ready

Alert Ready is designed to deliver critical geographically specific alerts through television and radio. The Alert Ready system is developed in partnership with federal, provincial and territorial emergency management officials, Environment and Climate Change Canada, The Weather Network and the broadcast industry. For additional information on visit www.alertready.ca

12.1.1 Triggering an Alert

To trigger an Alert, the CEMC provides the following information to the Provincial Emergency Operations Centre:

- What is happening – the nature of the threat;
- Where is it happening – as precisely as is appropriate for the situation; and
- What are the recommended actions for the public to take to protect themselves (e.g. evacuate, move to your basements, close all doors and windows, etc.)

Alerts will then be distributed via Canadian radio and TV, cable and satellite operators.

13. PLAN MAINTENANCE AND REVIEW

13.1. Plan Review

The plan is reviewed annually by the Division of Emergency Management, and where necessary, revised with input from the Emergency Management Planning Committee and other partner agencies.

13.2 Plan Maintenance

The City's Emergency Response Plan will be updated on an as needed basis. Generally, these updates will be the result of an After Action Report following an event or exercise. Plan holders will be notified of any changes and provided an electronic copy of the updated component.

Each time the plan is substantially amended, it will be brought forward to City Council for approval. However, minor editorial revisions and updates to maintain the currency of the plan may be made without resubmitting the plan to City Council each time for approval.

CITY OF SAULT STE. MARIE HOT WEATHER RESPONSE PLAN

6/5/2017

Fire Service, Emergency Management Division

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1. INTRODUCTION

Extreme heat impacts different people in different ways, depending on their age, underlying medical conditions and how well they are acclimatized to hot conditions. Exposure to extreme heat over prolonged periods of time without access to cooling intervals (such as typically occur at night) makes it hard for the human body to maintain a consistent internal temperature. This stress can result in a rise of internal temperature, and/or increased stress on respiratory and circulatory systems. Either circumstance can result in related health problems or death. Even a short break from the extreme heat helps to reduce this stress.

Research studies show that socially isolated seniors are at highest risk of heat-related morbidity and mortality. Other at-risk groups include people with chronic and pre-existing illnesses including mental illness, children and people who have low incomes or are homeless.

Sault Ste. Marie Emergency Management has collaborated with the Extreme Weather Committee to develop a Hot Weather Response (HWR) Plan with the intention to alert those most at risk of heat-related illness of hot weather conditions.

2. AIM AND SCOPE

The aim of the HWR plan is to provide a framework for the implementation and coordination of hot weather response activities which focus on reducing the negative health impacts of extreme heat. The plan's main objective is to alert those most at risk of heat-related illness that hot weather conditions are either imminent or currently exist, and to take appropriate precautions.

Socially isolated seniors are at highest risk of heat-related illness and death. Other at risk groups include people with chronic and pre-existing conditions including mental illness, children, and people who are marginal or homeless.

Once the Emergency Operations Control Team goes into enhanced operations, or declares an emergency then this plan cedes to the City's Emergency Response Plan.

3. AUTHORITY

This plan is published as Annex to the City of Sault Ste. Marie Emergency Response Plan as authorized by By-law 2008-40; and the Emergency Management and Civil Protection Act, RSO 1990.

4. EMERGENCY RESPONSE

Pre-Season Mobilization			
Criteria	Function	Responsibility	Action
PRE SEASON		APH	- Update Hot Weather resources (literature, website)

MOBILIZATION			- Update distribution lists for notifications
		Extreme Weather Committee	- Meets to review the past seasons' activities and brainstorm about new outreach or coordination opportunities
Heat Warning			
$T_{max} \geq 29^{\circ}$ $T_{min} \geq 18^{\circ}$ Humidity 36 Duration 2+ days	Surveillance	APH	- Daily Monitoring of temperature, UV and air quality - Monitor for an increase in heat illnesses
	Alert & Notification	APH	- Will inform Extreme Weather Committee - Issue News Release/ update website/ social media - Act as spokesperson if necessary
		EM	- Will inform Community Response Partners
	Mobilizations	EM	- Extend hours of operations at local pools - Encourage residents to visit 'Cool Spots' (see Section 4.1)
	Assessment of Heat Impacts	Extreme Weather Committee	- Assess reports from clinical surveillance for interventions
Extended Heat Alert			
$T_{max} \geq 29^{\circ}$ $T_{min} \geq 18^{\circ}$ Humidity 36 Duration 3+ days	Surveillance	APH	- Daily Monitoring of temperature, UV and air quality
	Alert & Notification	APH	- Will inform Extreme Weather Committee - Issue News Release/ update website/ social media - Act as spokesperson if necessary
		EM	- Will inform Community Response Partners
	Mobilization	City	- Open Cooling Centres (see Section 4.2) - Arrange transit service to cooling centers - Consult with APH on activating

			the ERP
	Assessment of Heat Impacts	Extreme Weather Committee	- Assess reports from clinical surveillance for interventions
Demobilization			
- Issue a news release announcing the end of the Alert - Meet with Extreme Weather Committee to discuss and review Plan			

4.1. Cool Spots

Cool Spots are air conditioned locations throughout the City which are free and open to the public during traditional hours. Appendix 1 provides additional information for each cool spot. Cool spots can include:

- Centennial Library
- Korah Library
- John Rhodes Community Centre
- Station Mall
- Cambrian Mall
- Market Mall
- Wellington Square Mall
- Community Pools
- Seniors Centre Drop In

4.2. Cooling Centres

A cooling center is an air-conditioned public space set up by City Emergency Management in consultation with the Extreme Weather Committee and Emergency Operations Control Team to temporarily deal with the health effects of a heat wave. A cooling centre is a place to rest and allow the body to cool down. This helps to protect against heat-related illness.

Cooling centers provide shade, water, and restrooms; medical attention and referrals to social services may also be offered. The locations below have agreed to act as potential cooling centres but will only be stood up subject to their availability. Appendix 1 provides additional information for each cooling centre.

- Soup Kitchen
- John Rhodes Community Centre
- YMCA
- The Grand Theatre
- Essar Centre
- Huron Superior Catholic District School Board

5. FUNCTIONAL ROLES AND RESPONSIBILITIES

5.1. Medical Officer of Health

The Medical Officer of Health, MOH or designate declares and terminates Heat or Extended Heat Warnings. As the Lead Agency for health related emergencies the MOH may request the activation of the City's Emergency Operations Control Team.

The Medical Officer of Health through Algoma Public Health will be the lead agency for disseminating information to the public and media.

5.2. Emergency Management

The EM division maintains the City's Emergency Response Plan. During a severe or prolonged heat event, the MOH may request that the Emergency Operations Control Team be notified and the Emergency Response Plan be activated. The Emergency Response Plan may be activated with or without a Declaration of an Emergency. In addition, EM will oversee the Cooling Centres opened during Extended Heat Warnings.

5.3. Extreme Weather Committee

The Extreme Weather Committee consists of key partners who have responsibilities under the HWR plan and are immediately notified by email once a warning has been declared and terminated by the MOH. The members of this group are:

- Algoma Public Health
- North East Local Health Integrated Network LHIN
- Social Services
- Sault Area Hospital
- City of Sault Ste. Marie Emergency Management
- Canadian Red Cross
- Salvation Army

5.4. Community Response Partners

A broader list consisting of community agencies, individuals servicing vulnerable populations, City staff and the general public receive notifications via e-mail. Individuals on this list are responsible for ensuring that their email addresses are current.

When notified of a Heat/Extended Heat Warning, these partners ensure that its members pay special attention to areas where vulnerable citizens at risk of heat-related illness are found and encourages them to go to a safe place.

6. EMERGENCY INFORMATION AND NOTIFICATIONS

When a Heat Warning is triggered APH will issue a News Release to inform the public, as soon as possible, and advise on appropriate self-help actions and/or issue public warning messages.

The City will issue a News Release to provide information including locations and hours of operation of cool spots or cooling centres, and to reiterate self-help actions.

7. PLAN MAINTENANCE AND REVIEW

The plan is reviewed annually by the Extreme Weather Committee, and where necessary, revised with input from the Emergency Management Planning Committee and other partner agencies.

APPENDIX 1 - CONFIRMED COOLING CENTRE FACILITIES

A cooling center is an air-conditioned public space set up by City Emergency Management in consultation with the Extreme Weather Committee and Emergency Operations Control Team to temporarily deal with the health effects of a heat wave. A cooling centre is a place to rest and allow the body to cool down. This helps to protect against heat-related illness.

Cooling centers provide shade, water, and restrooms; medical attention and referrals to social services may also be offered. The locations below have agreed to act as potential cooling centres but will only be stood up subject to availability.

East					
Location	Contact Person	Contact Information	Hours	Extend Hrs	Requires Volunteers
John Rhodes Community Centre	Jason Mihailiuk	j.mihailiuk@cityssm.on.ca 705-542-2644			
John Rhodes Pool	Jason Mihailiuk	j.mihailiuk@cityssm.on.ca 705-542-2644			
Wellington Square Mall		705-759-5000	M-F 9 -9 Sat 9 -5:30 Sun 12 -5	No	
Central					
YMCA * Must have photo ID	Kim Caruso	Kim.caruso@ssmymca.ca 705-945-5178 x312	M-F 5:30-10:30 S-S 7 -7	NA	No
Cambrian Mall			M-F 9 -9 Sat 9 -5:30 Sun 12 -5		
Centennial Library			M 9 - 8 T - F 9 - 6 Sat 9 - 5		
Downtown					
Essar Centre	Rob Santa Maria	r.santamaria@cityssm.on.ca 705-971-0525	M-F 10 -4		
Station Mall		705-946-7239	M-F 9:30-9:30 Sat 9:30-5:30 Sun 12 -5		
Greco Pool	Jason Mihailiuk	j.mihailiuk@cityssm.on.ca 705-542-2644			
Grand Theatre	Wanda Maki	thegrandonqueen@gmail.com 705-575-5687			
Seniors Centre * seniors only	Terry Lou Legros	t.legros@cityssm.on.ca 705-254-6474	M-F 10 -5		No
Jamestown					

CITY OF SAULT STE. MARIE HOT WEATHER RESPONSE PLAN

Soup Kitchen	Ron Sim	soupkitchen@shaw.ca 705-942-2694	M-F 9:30- 5:30		
West					
Manzo Pool	Jason Mihailiuk	j.mihailiuk@cityssm.on.ca 705-542-2644			
Korah Library		705-759-5249	M - W 10 - 8 T 10 - 6 F 10 - 5		
Korah Senior Centre					
Market Mall		705-254-7329			

Confirmed Volunteers to Run Cooling Centres

Group	Contact Person	Contact Information	
Neighbourhood Resource Centre	Troy Miller	t.miller@ssmps.org 705-542-7513	
Active Sault	Jen Amadio	j.amadio@cityssm.on.ca 705-759-5314	
Social Services			

NOTIFICATION ANNEX: SOURCE PROTECTION PLAN

2017

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1.0 Introduction

The Sault Ste. Marie Region Source Protection Plan has been developed to protect municipal drinking water sources. The Gros Cap surface water intake is located in close proximity to the International Shipping Channel. This notification annex is intended to ensure that appropriate parties are immediately notified if there is the threat of a spill, or a spill has been confirmed in the Intake Protection Zones, so that the water intake can be shut off immediately.

2.0 Authority

The *Sault Ste. Marie Region Source Protection Plan* was developed in accordance with the *Clean Water Act, 2006* and approved by the Ministry of the Environment and Climate Change in March 2015. The City of Sault Ste. Marie and Township of Prince are responsible for the implementation of Policy # SSM-Trans-E-2.1.

3.0 Purpose

The purpose of any emergency notification annex is to rapidly disseminate information to enable emergency responders and staff to perform essential functions that will prevent minimize and repair damage; and ensure continuity of operations so that drinking water sources are protected.

This plan establishes the process for notifying the appropriate parties when a threat is reported due to contamination in the Intake Protection Zones 1& 2 (refer to *Appendix 1*) at the Surface Water In-Take in Gros Cap. The purpose is to ensure a rapid notification to both the Spills Action Centre and Water Treatment Plant Operator that will protect drinking water sources.

4.0 Operational Guidelines

4.1 Responsible Authorities

The following agencies will be included in emergency notifications:

- First Response Agencies (SSM Fire Services, SSM Police Services, OPP)
- Spills Action Centre
- Public Utilities Commission
- City SSM, Risk Management Official, Planning Division
- Prince Township, CAO/Clerk-Treasurer
- Coast Guard (Canadian and US)

4.2 Activation

The process for activating this annex begins when any Responsible Authority receives information of a spill in the Intake Protection Zones (refer to *Appendix 1*). Examples of potential spills could include but are not limited to:

- Diesel/ gas spill from a recreational vessel
- Diesel/gas spill from a commercial vessel
- Cargo spill from a commercial vessel
- Vessel grounding

When a Responsible Authority has confirmed either a threat of a spill, or a spill has occurred they will immediately begin the Notification Process.

4.3 Notification Process

It should be noted that for the majority of emergency threats and incidents in the Intake Protection Zones, the first notice of the situation will be via an incoming call to the 911 dispatch. Regardless of who discovers the threat notifications should be made in the following order (Figure 1). In the event that a Responsible Authority is informed of a threat from an agency not involved with this Notification Annex they will act as Discoverer and follow the notification process, with priority going to informing the Water Treatment Plant Shift Operator and Spills Action Centre.

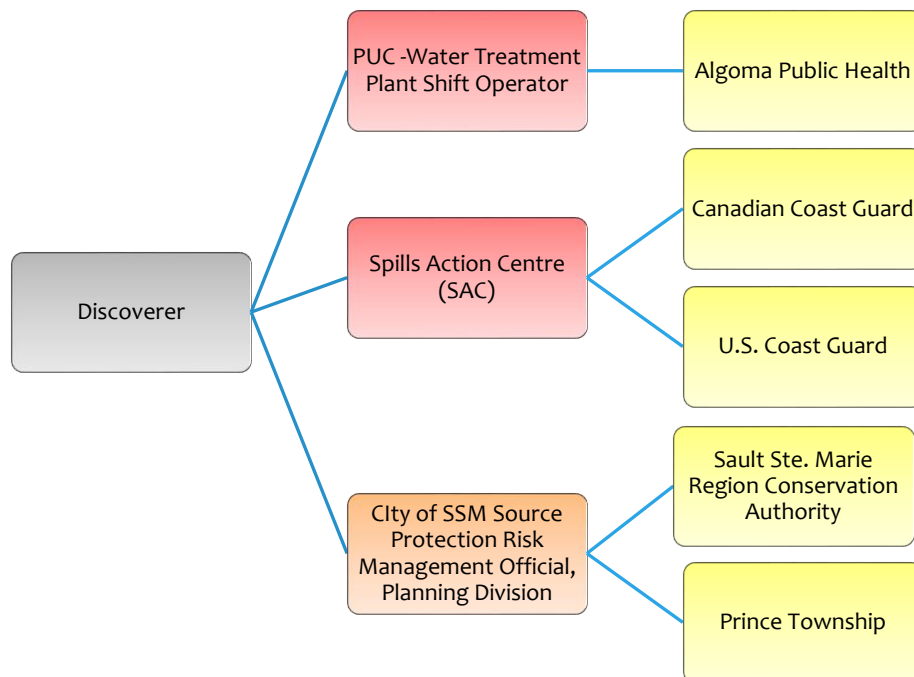


Figure 1 - Notification Process

4.4 Contact Information

Where the Primary method of notification is a telephone number you must speak to a person to confirm the notification has been received.

Contact Information		
Agency	Primary	Secondary
Water Treatment Plant Shift Operator	705-759-6520	705-759-6555
Spills Action Centre	1-800-268-6060	416-325-3000
City of SSM, Risk Management Official, Planning Division.	p.tonazzo@cityssm.on.ca	705-759-2780

4.4.1 Additional Notifications

This Notification Annex has been developed for the purpose of ensuring that both the Water Treatment Plant Shift Operator and the Spills Action Centre are receiving immediate notification when there is a threat of a spill, or a spill has occurred in the area of concern. In addition to the notifications listed above the individual agencies will also follow their internal policies which will ensure the following notifications are made when an adverse water quality incident occurs:

Public Utilities Commission – Algoma Public Health

Spills Action Centre – Canadian Coast Guard, U.S. Coast Guard

5.0 Messaging Content

Notifications will follow formatting consistent with Spills Action Centre reporting requirements. Therefore, all notifications should include the following information at minimum:

- your name and phone number
- name of the company or individual responsible for the spill
- time and location of the spill
- type and quantity of material spilled (if you know)
- status of the spill, including actions being taken to control the spill

It may be appropriate to convey additional information, keeping in mind that you are making multiple time critical notifications.

6.0 Cleanup of the Spill

If a spill occurs, the Canadian Coast Guard is responsible for ensuring the appropriate cleanup. In overseeing the response, they work with partner agencies including the municipality. The municipality will ensure that all Responsible Authorities receive up-to-date information including when the area has been given the all clear.

7.0 Maintenance

7.1 Training

Responsible Authorities within the *Surface Protection Plan Notification Annex* have received an initial briefing on the notification process. Each organization including:

- Public Utilities Commission
- First Response Agencies (Fire Services, Police Services, OPP)
- Spills Action Centre
- City SSM, Planning Division
- Prince Township, CAO/Clerk-Treasurer

Will be responsible on an ongoing basis, to ensure staff and leadership are aware of the Notification Annex and will be informed of any updates.

7.2 Updates

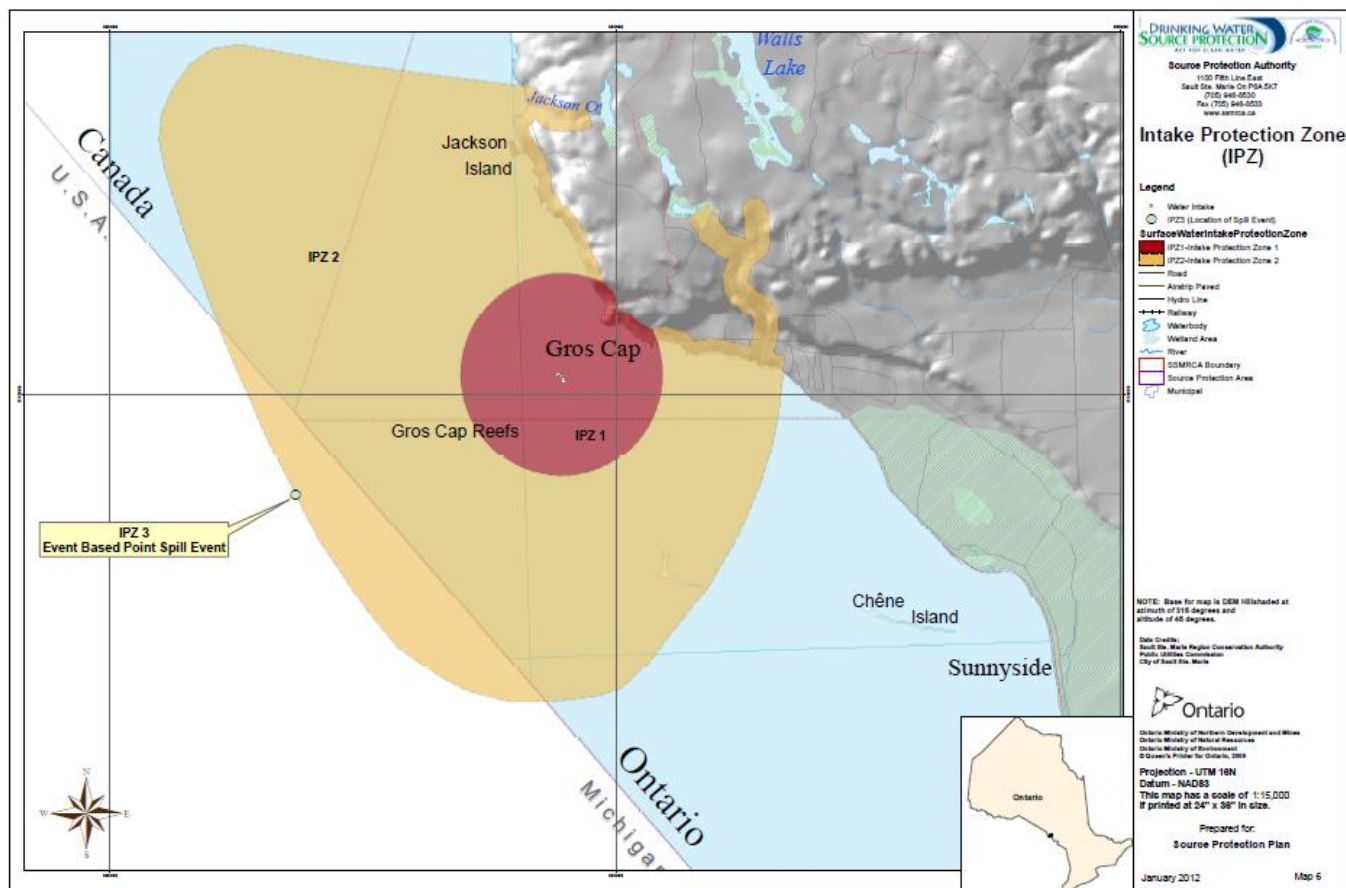
The City of SSM Source Protection Risk Management Official will be responsible for reviewing the Notification Annex annually, taking into account:

- Effectiveness of Annex during notification events
- Verifying and if necessary updating Notification Process

The City of SSM Risk Management Official is responsible for maintaining a *Source Protection Plan Notification Annex* distribution list and forwarding updates as necessary.

8.0 Appendix 1: Intake Protection Zones

As identified by the *Source Protection Plan*



CITY OF SAULT STE. MARIE HAZARDOUS MATERIAL RESPONSE PLAN

5/19/2017

Fire Service, Emergency Management Division

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1. INTRODUCTION

The potential for a hazardous materials emergency exists throughout the city. Even if a municipality does not have a hazardous material commercial or industrial facility, an incident may be caused by the transportation of dangerous goods near or through the area. Hazardous materials emergencies are capable of endangering the health of the local population and the emergency responders directed to assist them.

This contingency plan will establish, in advance, those working arrangements that will be necessary to establish control in the event of a hazardous material emergency.

2. AIM AND SCOPE

The aim of this plan is to allow for a more coordinated response to an emergency arising from hazardous materials. A hazardous materials emergency involves the release of hazardous materials during production, storage, use, or transport.

The scope of this plan is to identify lead agencies and detail their responsibilities in the case of an emergency caused by hazardous materials, whether it is at a fixed-site or in transit. The plan does not address biological, nuclear, or radiological materials.

If the spill occurs in a waterway consult the *Marine Annex* for additional information.

3. AUTHORITY

This plan is published as Annex to the *City of Sault Ste. Marie Emergency Response Plan* as authorized by *By-law 2008-40*; and the *Emergency Management and Civil Protection Act, RSO 1990*.

4. HAZARDOUS MATERIALS INFORMATION

4.1. Characteristics of Hazard

A hazardous material can be defined as any material that, because of its quantity, concentration, physical or chemical characteristics, may pose a hazard to human health or the environment. Hazardous materials include the following categories:

- Flammable and combustible materials
- Toxic materials
- Corrosive materials
- Oxidizers
- Aerosols
- Compressed gases

4.2. Characteristics of Risk

Hazardous materials emergencies may be instigated by:

- Fire
- Severe weather (e.g. lightning strike)
- Failure of a containment tank or berm
- Equipment/process failure

A hazardous materials incident may also be concurrent with another emergency, in which case the *Sault Ste. Marie Hazardous Materials Response Plan* will be integrated with the overall response. Examples of these emergencies may include a plane crash, train derailment, marine emergency, and/or acts of terrorism.

Potential consequences of the risks posed by hazardous materials include:

- Threat to worker/public health and safety
- Environmental contamination
- Loss of critical infrastructure

5. EMERGENCY RESPONSE

The plan is based on the understanding that those responsible for causing a hazardous materials spill are responsible for cleaning it up. While the City has a pivotal role to play in dealing with a hazardous materials spill – dispatching emergency personnel, addressing immediate needs, and stabilizing the situation, mitigating and containing the spill, identifying the responsible party and so on – the City holds the individual or company that caused the spill accountable for the costs associated with the spill cleanup.

The City of Sault Ste. Marie's approach places accountability for the costs associated with a spill cleanup on the individual or company that caused the spill. Under the plan, the City will respond to a spill in order to ensure the protection of public health and safety as well as the environment. For cleanup activities, the City's role is one of monitoring and, where necessary, enforcement, to ensure appropriate steps are taken by the responsible party to clean up spills.

5.1. Discovery and Notification

The notification of a spill could be received from many sources. The message could come from any municipal department, industry, agency, or an individual. The message must be immediately relayed to Fire Services, the Lead Agency in response to any hazardous material spill.

The Fire Services staff member receiving the report of a spill will solicit all possible information including:

- Location
- Exposures
- Any persons injured or trapped, or feeling ill
- Identify of the material
- Identify the vehicle or container
- Placard on the container

The On Duty Platoon Chief will be immediately notified, who will have Fire Services investigate the incident. At the scene of the incident they will secure the scene, identify the hazards, assess the situation and obtain help from other agencies if necessary.

Fire Services will inform the following agencies of the details of the spill including its location, contents, what action has been taken:

- Police Service
- City Department of Public Works and Engineering 705-759-5201
- Ontario Ministry of Environment Spills Action Centre 1-800-268-6060

- Public Utilities Commission 705-759-6555
- Algoma Public Health, Medical Officer of Health 705-942-4646
- Community Emergency Management Coordinator 705-971-5930

In the event of large spills requiring the activation the Emergency Operations Centre, the Community Emergency Management Coordinator will ensure the Emergency Operations Control Team is notified as outlined in the Sault Ste. Marie Emergency Response Plan.

5.2. Evacuation and Shelter-in-Place

Evacuation is often the first response to a hazardous materials emergency. The Emergency Response Guidebook provides suggested evacuation distances for specific materials. If there is insufficient time to evacuate or it would be unsafe to do so, Shelter-in-Place may be the better choice.

If a decision to instruct citizens to evacuate or to shelter-in-place has been made, the public will be notified by as outlined in the Emergency Response Plan Section 12 Emergency Information.

5.3. Cleanup and Disposal

The party causing a spill - that is, the person or company who immediately before the spill had possession, charge or control of the spilled substance – is responsible for cleaning up the spill. This responsible party is liable for all costs associated with mitigation, cleanup and remediation.

Where the responsible party cannot be contacted or refuses to undertake the appropriate action (including required mitigation, cleanup and remedial activities as determined necessary by the City), the City will undertake these activities and recover these costs from the responsible party and/or property owner.

6. FUNTIONAL ROLES AND RESPONSIBILITIES

Emergency responsibilities will be carried out as listed in the City of Sault Ste. Marie Emergency Response Plan with additional responsibilities as listed below.

6.1. Operations Section

6.1.1. Sault Ste. Marie Fire Service

The duties and responsibilities of Fire Services in an emergency and the method by which Fire Services functions must be approved and managed by the Fire Chief. Some of the duties and responsibilities are as follows:

- Provide an Incident Commander (I.C.) if the Fire Services is determined to be the Lead Agency; to exercise overall control of the emergency site
- Assess the situation and deploy firefighting equipment and personnel as required
- Establishing the necessary perimeters (i.e. cold, warm, and hot zones)
- Establishing staging areas, and ingress and egress routes
- Assist, where possible evacuation procedures in conjunction with Police Service
- Initiating the first level of decontamination of patients prior to transportation to health care facilities
- Ensuring appropriate health and safety measures are taken by all responders including the use of personal protective equipment
- Trigger mutual aid arrangements for the provision of additional firefighting equipment and personnel, if required
- Contact the Fire Coordinator to activate the provincial CBRNE teams via the Ontario Fire Marshall

6.1.2. Sault Ste Marie Police Service

The duties and responsibilities of the Police Service in an emergency and the method by which the Service functions must be approved and managed by the Chief of Police. Some of the duties and responsibilities are as follows:

- Seal off the area of the spill and control traffic to facilitate the movement of emergency vehicles both in and out of the emergency area
- Control and, if necessary, disperse crowds within the emergency area in cooperation with the Fire Services
- Conduct evacuations as required
- Ensure the protection of property
- Establish evacuation routes
- Advise the Coroner in the event of fatalities

6.1.3. Department of Public Works and Engineering

The duties and responsibilities of the Public Works and Engineering Department in an emergency and the method by which the Department functions must be approved and managed by the Deputy CAO. Some of the duties and responsibilities are as follows:

- Supply specialized engineering and technical advice, both directly at the site, if it safe to do so, and in the Emergency Operations Centre, as requested
- Supply detailed maps and information on such things as storm sewers, sanitary sewers, subdivision development, overflow outlets, water intakes, etc
- Provide municipal equipment on request including; vehicles, operators, supervisory personnel, flashers, barricades, and signs
- Arrange, as required, the authorized transportation

6.1.4. Public Utilities Commission

The Public Utilities Commission will supply specialized engineering and technical services at the site on all matters concerning City water services and electrical distribution, including:

- Activating/deactivating pumping stations to protect drainage systems.

6.2. Planning Section

6.2.1. Algoma Public Health

Some of the responsibilities of Algoma Public Health (APH) include:

- Arrange for the coordinated response of all medical/health related services within the community in consultation with hospitals, available clinics, and community health providers.
- Take the appropriate action if there is any likelihood of contamination of water supplies, food or food storage areas, the presence of lethal or toxic gases is suspected or confirmed, or there is any danger to health.
- Where it is necessary to evacuate citizens to evacuation centres, APH will arrange for periodic inspections of the centre during their set-up and operations.

6.2.2. Ministry of the Environment and Climate Change

Their support may include:

- Monitoring water and air quality in affected areas
- Ensuring cleanup and remediation of affected areas by responsible parties
- Ensuring disposal of contaminants in accordance with pertinent regulations by responsible parties
- Providing technical advice to response agencies

7. EMERGENCY INFORMATION AND NOTIFICATION

The Emergency Operations Control Team (EOCT) will take a pro-active role with internal and external communications, providing information as it becomes available regarding the emergency and recommendations for appropriate self-help actions, or public warning messages.

The EOCT will work together with all involved agencies to ensure information is complete and accurate, as well to deliver common key messages and to all audiences.

Emergency information will be disseminated as outlined in the Municipal Emergency Response Plan.

8. PLAN MAINTENANCE AND REVIEW

This plan will be reviewed annually by the Division of Emergency Management and, where necessary, revised with input from the Emergency Management Planning Committee and other partner agencies.

CITY OF SAULT STE. MARIE FLOOD PLAN

6/19/2017

Fire Service, Emergency Management Division

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1. INTRODUCTION

As flooding is a known hazard in Sault Ste. Marie, the municipality, Sault Ste. Marie Conservation Authority, and other partner agencies recognize the need for a Flood Response Plan to coordinate flood preparedness and response actions.

This plan will establish, in advance, those working arrangements that will be necessary to establish control in the event of a flooding emergency.

2. AIM AND SCOPE

The aim of this plan is to allow for a more coordinated response before, during and after a flood emergency by defining:

- Procedures to be utilized in minimizing the effects of a flood emergency in the City of Sault Ste. Marie
- Priority municipal services and procedures to sustain these during a flood
- Procedures to be followed for the development and dissemination of emergency information and public education that is accurate and coordinated with all other agencies.
- The roles and responsibilities of the City departments and supporting agencies involved in a flood emergency and a description of the relationships that exist between involved agencies and authorities
- The role of the Conservation Authority and/or Ministry of Natural Resources and Forestry (MNRF)

The scope of this plan is to address flood emergencies, an emergency being a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property.

3. AUTHORITY

This plan is published as Annex to the *City of Sault Ste. Marie Emergency Response Plan* as authorized by *By-law 2008-40*; and the *Emergency Management and Civil Protection Act, RSO 1990*.

4. FLOOD INFORMATION

4.1. Definition of Flooding

The Ministry of Natural Resources and Forestry defines flooding as an overflow of water associated with a lake, river or stream that threatens safety, welfare of people and/or damage to public and/or private property. Floods may be caused by natural phenomena (e.g. weather), structural failure (e.g. dams), or human interference (e.g. stream diversion).

4.2. Causes of Flooding

4.2.1. Heavy Rain

Flash floods can be extremely dangerous. Unanticipated, they usually happen on small watersheds as a result of a torrential downpour, often caused by heavy thunderstorm activity.

A flash flood is characterized by the occurrence of the peak of the flood within six hours of the onset of rainfall. The flood conditions develop rapidly because the rainfall is so heavy the ground is incapable of

absorbing the water quickly enough, resulting in a very high runoff rate. The events are generally locally intense and damage is usually restricted to a limited area. Large rivers remain unaffected, while smaller streams can overtop their banks, even in a drought year.

4.2.2. Snow/Ice Melt Runoff

The melting of accumulated winter snowpack, referred to as freshet flooding. Floods most frequently occur during the freshet in Canada. When the freshet is combined with rainfall, flooding can be extremely severe

4.2.3. Ice/Debris Jams

Ice jams result from the accumulation of ice fragments that build up to restrict the flow of water and then act as a temporary obstruction. Jams form during both the freeze-up and breakup periods, but it is usually the breakup jams that have the greater flooding potential. Features that enhance the probability of ice jam formation are: bridge piers, islands, bends, shallows, slope reductions, and constrictions.

4.2.4. Failure of Dams/Flood Control Channels

Flooding can also result from the failure of dams or other hydraulic structures, when a veritable wall of water can go hurtling down the river channel. As might be expected, the suddenness and magnitude of such an event, which is almost always the result of human failure in design, construction or operation, has disastrous results. We have multiple areas of concern including but not limited to:

- Compensating Gates
- Fort Creek Dam
- Central Creek

4.2.5. Urban Stormwater Runoff

Urban stormwater runoff can cause the flooding of local rivers as well as of the urban area itself. Urbanization drastically alters the drainage characteristics of natural catchments, or drainage areas, by increasing the volume and rate of surface runoff. While the impact on major river systems may be minimal, the carrying capacity of small streams may be quickly exceeded, causing flooding and erosion problems. Often, the runoff from intense rainfall exceeds the carrying capacity of the sewer system, creating a backup in the system and hence the flooding of basements and of roads.

4.2.6. Water Main Break

Water main breaks usually result from external corrosion of the pipe. Extreme weather changes can cause the ground to swell and contract, placing excessive pressure on the water mains, causing any weakened pipe to break.

4.2.7. Storm Surges

Storm surges can occur along all coastal areas of Canada. They can also occur in large lakes, such as the Great Lakes. A storm surge consists of very high waves and high water levels caused by wind and air pressure. It often results in coastal flooding.

A storm surge can occur at any time of the year and can be particularly damaging in icy waters of winter. Storm surges can happen quickly, without allowing much time for preparation. Residents, particularly those living in low-lying areas near the coastline, should prepare in advance.

4.3. Consequences of Flooding

Potential consequences of a flooding emergency include, but are not limited to:

- Threat to life and property
- Destruction of public property
- Critical Infrastructure Failure (Power, water, gas, etc.)
- Communications disruption (telephone, internet, radio, television, newspaper, etc.)
- Structural damage
- Damage to watershed systems
- Road washouts and closures/traffic disruptions
- Difficulty providing emergency services
- Food and water shortages
- Evacuations
- Threat to public health (e.g. contaminated water)
- Threat to worker safety

5. EMERGENCY RESPONSE

5.1. Discovery and Notification

Monitoring weather and flood conditions is a shared responsibility of the Sault Ste. Marie Region Conservation Authority (SSMRCA) and Ministry of Natural Resources and Forestry. The Ministry monitors weather forecasts and water levels across the province, providing the information to Conservation Authorities. When flooding is possible or about to occur, the SSMRCA issues flood messages to municipal officials and the media. The City of Sault Ste. Marie also maintains a Storm Event Alert system using rain gauges throughout the community that notifies key employees prior to and during storms.

Upon being made aware of a flood that may affect the City of Sault Ste. Marie, members of the Emergency Operations Control Team (EOCT) will be notified as per the notification procedures in the Emergency Response Plan.

5.2. Implementation of the Plan

This plan may be activated in whole or in part, as required, by any member of the Emergency Operations Control Team, with or without the formal declaration of an emergency.

5.3. Prioritize and Organize Response

In flooding emergencies that continue for an extended period and/or cover a wide area, it is not possible to respond to every request/need for assistance. The prioritization of response and cleanup efforts will be determined by the Emergency Operations Control Team based on a number of influencing factors, with the primary focus being on the protection of public safety.

In a flood situation the Emergency Operations Control Team will attempt to focus its efforts on achieving the following objectives:

- Establish the real and most urgent needs of the community
- Organize and maintain a 24/7 response
- Encourage and assist individuals to respond themselves
- Set priorities for the response including, but not limited to:

- Preservation of life and safety of emergency responders, residents and visitors
- Support for stranded and evacuated persons
- Protection of the critical infrastructure in the City of Sault Ste. Marie
- Protection of the environment, watercourses and water supplies
- Reducing the economic and social suffering/losses to the residents of City of Sault Ste. Marie where possible
- Returning to normal through a coordinated recovery process that includes re-entry of displaced persons
- Reducing the impact to private property where possible

6. FUNTIONAL ROLES AND RESPONSIBILITIES

Emergency responsibilities will be carried out as listed in the City of Sault Ste. Marie Emergency Response Plan with additional responsibilities as listed below.

6.1. Operations Section

6.1.1. Sault Ste. Marie Fire Service

The duties and responsibilities of Fire Services in an emergency and the method by which Fire Services functions must be approved and managed by the Fire Chief. Some of the duties and responsibilities are as follows:

- Conduct floodwater rescue, as required
- Be prepared to take charge or contribute to rescue, first aid and evacuations

6.1.2. Sault Ste Marie Police Service

The duties and responsibilities of the Police Service in an emergency and the method by which the Service functions must be approved and managed by the Chief of Police. Some of the duties and responsibilities are as follows:

- Establish routes for emergency vehicles.
- Perform traffic and crowd control operations.
- Secure emergency area and maintain the perimeter.
- Conduct the evacuation of buildings, as required.

6.1.3. Department of Public Works and Engineering

The duties and responsibilities of the Public Works and Engineering Department in an emergency and the method by which the Department functions must be approved and managed by the Deputy CAO. Some of the duties and responsibilities are as follows:

- Provide municipal equipment on request including; vehicles, operators, supervisory personnel, barricades, and signs.
- Provide labour for sandbagging, dyking and other flood and water control operations
- Removal of debris, clean-up activities and waste management
- Provide emergency sanitation facilities and operations, as required (garbage pick-up, street cleaning etc.)
- Provide direction and signs for emergency routing around the emergency area and controlled access in and out.
- Provide advice on engineering matters.

- Supply detailed maps and information on such things as storm sewers, sanitary sewers, subdivision development, overflow outlets, water intakes, etc.
- Arrange for structural safety checks of damaged buildings.

6.1.4. Public Utilities Commission

The duties and responsibilities of the Public Utilities Commission and the method by which the Commission functions must be developed and produced by the General Manager. Some of the duties and responsibilities to be performed are as follows:

- Provide advice on water and electricity matters.
- Discontinue water and electrical systems when authorized or where it is considered necessary in the interest of public safety.

6.2. Planning Section

6.2.1. Ministry of Natural Resources and Forestry (MNRF)

Ministry of Natural Resources and Forestry (MNRF) is the lead provincial Ministry for flood management in Ontario.

- MNRF, through the Surface Water Monitoring Centre, maintains the provincial Flood Forecasting and Warning Program.
- As the threat of flood increases, local District Managers, Conservation Authority staff, and Water Control Boards associated with the flood threat will accelerate public awareness activities.
- The MNRF District may activate District Manager Emergency Response Plan in support of a flood emergency and request for provincial assistance;
 - Operates MNRF dams and works closely with other dam owners;
 - Works with community and conservation authorities in providing technical advice and assistance and recommend appropriate response activities that municipalities should follow;
 - Attends Emergency Operation Control Team meetings upon request;
 - MNRF sandbag directive identifies that sandbag resources are for MNRF purposes, and may be made available to assist agencies who exceed their response capabilities only in a limited capacity to protect identified critical community infrastructure;
 - Supports evacuation efforts through provision of transportation if required, working closely with community, Ontario Fire Marshall and Emergency Management (OFMEM) and OPP;
 - Works with OPP and MTO to implement road closures as necessary.

6.2.2. Sault Ste. Marie Region Conservation Authority (SSMRCA)

The SSMRCA is responsible for predicting flows and water levels within their watersheds, operating flood control structures, and disseminating flood warnings to local municipalities and agencies. The duties and responsibilities of the Conservation Authority in an emergency and the method by which the Authority functions must be approved and managed by the General Manager.

Some of the duties and responsibilities to be performed are as follows:

- Notify the Emergency Operations Control Team of any emergency flooding or potential flooding situation.
- Advise the Emergency Operations Control Team on flood-related matters.
- Maintain communications with the municipality and the MNRF during a flood event.

- Provide liaison with the Provincial Flood Response Coordinator in the event that Provincial assistance is required under the MNRF Contingency Plan.
- Maintain maps and carry out snow surveys as part of the warning system.
- Monitor watershed and weather conditions and operate a flood forecasting system to provide a warning of anticipated or actual flood conditions.
- Maintain SSMRCA flood control channels and dam structure and manage the dam in accordance to SSMRCA dam operating procedures to reduce the effects of flooding when appropriate.
- Issue flood alerts and warnings to the municipality and other appropriate agencies, including the media and the public, to advise of potential flooding when appropriate.

7. EMERGENCY INFORMATION AND NOTIFICATION

7.1. Flood Warning Levels

The Sault Ste. Marie Region Conservation Authority issues the following flood warnings:

7.1.1. Watershed Conditions Statement

A general notice of potential flooding or other conditions that pose a risk to personal safety or which have the potential to lead to flooding. There are two types of Statements:

Water Safety	Flood Outlook
Indicates that high flows, unsafe banks, melting ice or other factors could be dangerous to people and pets. Flooding is not expected.	Early notice of the potential for flooding based on weather forecasts call for heavy rain, snow melt high wind or other conditions that could lead to high runoff, cause ice jams, lakeshore flooding or erosion.

7.1.2. Flood Watch

Flooding is possible in specific watercourses or municipalities. Municipalities, emergency services and individual landowners in flood-prone areas should prepare.

7.1.3. Flood Warning

Flooding is imminent or occurring. A flood warning is a notice that flooding is imminent or occurring within specific watercourses and municipalities. They may be updated depending upon such things as: temperatures, precipitation and runoff conditions.

7.2. Notifications

The Emergency Operations Control Team will inform the public, as soon as possible, of the emergency that is occurring or imminent and advise the public of appropriate self-help actions and/or issue public warning messages.

The Emergency Operations Control Team will work together with all involved agencies to ensure information is complete and accurate, as well to deliver common key messages to all audiences. If available, the following information will be communicated:

- Provide information to the public concerning water supply safety, alternative sources of water, and protective actions to be taken
- Provide residents and businesses with information on safe handling of items damaged by water / sewage

Emergency information will be disseminated as outlined in the Municipal Emergency Response Plan.

8. PLAN MAINTENANCE AND REVIEW

This plan will be reviewed annually by the Division of Emergency Management, and where necessary, revised with input from the Emergency Management Planning Committee and other partner agencies.

CITY OF SAULT STE. MARIE EVACUATION PLAN

6/5/2017

Fire Service, Emergency Management Division

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1. INTRODUCTION

An evacuation is the movement of people and/or animals out of a hazardous area in order to prevent loss of life, injury and/or property damage-including environmental damages. They are the organized, phased and supervised withdrawal of civilians from dangerous areas and occur under many different circumstances.

In some cases it is not possible, feasible or safe to evacuate - for example during certain hazardous material spills. In these cases, it may be safer for people to stay where they are- indoors.

2. AIM AND SCOPE

The decision to move residents from their homes temporarily is not to be made lightly. Evacuations should only be initiated when other measures are insufficient to ensure public safety. This plan aims to outline a rational process for evacuation decision making and response to ensure that evacuations are conducted safely, effectively and efficiently.

This is an overarching plan for carrying evacuations and as such, many aspects are general in nature. A detailed action plan that addresses the specific scenario, hazard, and threat will still be required.

The *Animal Care Emergency Response Plan* should also be consulted it outlines policies and procedures for evacuation, care and control of animals during a disaster, as well as the related roles and responsibilities of participating Sault Ste. Marie agencies and external partners.

3. AUTHORITY

This plan is published as Annex to the *City of Sault Ste. Marie Emergency Response Plan* as authorized by *By-law 2008-40*; and the *Emergency Management and Civil Protection Act, RSO 1990*.

4. ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations should be considered and recognized when considering evacuations:

- Spontaneous evacuation will occur when there is sufficient warning of the threat
- Some people will refuse to evacuate, regardless of the threat
- Some individuals will require transportation support to evacuate
- Approximately 10 - 20 per cent of the population impacted will require some form of assistance including lodgings
- Many evacuees will seek shelter with relatives, friends or motels rather than use government-provided facilities
- For some hazards, such as flooding, designated evacuation routes must be used to safely evacuate people
- People unfamiliar with the area (tourists, visitors) may have difficulty evacuating

5. EMERGENCY RESPONSE

5.1. Activation

In some cases, clear and obvious risks will establish the need for an evacuation; while in other situations, a pre-emptive evacuation may be justified to avoid an impending threat. The Evacuation Plan will be implemented when:

- It is deemed necessary by the Incident Commander or ranking officer on site of an emergency
- An impending emergency that is of such magnitude so as to endanger the well-being of the citizens of Sault Ste. Marie
- An emergency situation exists in another municipality that requires the evacuation of their community members to the City of Sault Ste Marie

In conjunction with the decision to activate the Evacuation Plan all members of the Emergency Operations Control Team (EOCT) will be informed of the emergency situation and if necessary be directed to attend the Emergency Operations Centre (EOC).

5.2. Real-Time Threat Assessment

Real-time threat assessment refers to the function and process of determining the level of risk facing a community so that appropriate action(s) can be taken to protect life, property, critical infrastructure, the environment, the economy, and/or services.

The data that is collected to conduct a real-time threat assessment may include:

- The nature of the hazard, including its magnitude, direction, duration, and extent
- The population demographics of the area of concern and the number of people threatened (including the number of vulnerable persons; refer to the Vulnerable Persons Registry)
- The local geography and types of facilities in the risk area
- The infrastructure and resources available to support evacuation operations

All responders involved in managing the hazard or participating in the evacuation must regularly communicate situational awareness information to those conducting real-time threat assessments and must report a changing situation as soon as feasible.

5.3. Determining Best Response Scenario

Which scenario is realistic or necessary will depend on a number of factors including:

- The threat assessment
- The size of the affected area
- Availability of evacuation resources

Confinement or shelter-in-place is most appropriate when:

- The health risk posed by the emergency is low
- The situation is dissipating
- The situation can be controlled before an evacuation can be completed
- The evacuation would expose the population to toxic fumes or radioactivity

A site evacuation is appropriate when the public cannot be adequately protected by staying indoors. This means that the risk posed by evacuation operations is smaller than the risk posed by the emergency itself.

5.4. Sheltering-In-Place Procedures

If emergency responders have deemed shelter-in-place a viable option, the public in the affected area will need to be instructed to:

- Close all exterior windows and doors

- Shut off any appliances etc., that utilize air exchange such as: kitchen/bathroom fans, furnace, dryers, air conditioning units or central air, built-in vacuum systems
- Turn off gas stoves and fireplaces
- Close fireplace damper
- Shelter should be taken in an above ground-level room without windows if possible. This is because some hazardous materials are quite dense and will actually sink into low areas (ex: stairwells that lead into basement suites etc.)
- Seal any cracks or openings around doors and windows with duct tape, place a rolled up damp towel at the base of the door and seal any windows in the room with a sheet of plastic if possible.
- Those sheltering-in-place should take or have a radio with them in the room they are sheltering in so they can stay tuned for further instructions.

The public sheltering-in-place should be reassured that if the events change (wind shifts, etc.) that the evacuation process would be initiated. Pre-evacuation notices (action to take now to prepare and what to do if instructed to evacuate) may be issued to those sheltering-in-in-place as per the Municipal Emergency Response Plan if Incident Command feels an evacuation may occur.

5.5. Evacuation - Site Level Response

Responders at the site level are responsible for activating “on-the-ground” aspects of the evacuation plan; identifying structures, facilities, or neighbourhoods subject to evacuation; establishing readily identifiable perimeters and providing security within evacuated areas.

In most circumstances Police Service will be the Lead Agency in an evacuation, both Police and Fire Services have internal policies and guidelines which outline response procedures. The Incident Commander at the Site will dictate the response and the EOCT will provide support.

5.6. Institutions that Provide Services to Dependents

Evacuation of students will follow school emergency procedures to keep students at schools as a holding facility until parents or emergency contacts can pick them up. The school will be responsible for ensuring students leave with appropriate parents/emergency contacts and maintain a list of which students have been picked-up and by whom for tracking purposes. No minor or dependent adult shall be left unattended and must be accompanied by staff at all times.

5.7. Transportation

Decisions regarding transportation and reception centre sites should be made before public are notified of evacuation order to avoid confusion. If people are expected to self-evacuate, emergency transportation will be made available based on public transportation capacity, availability, availability of drivers and number of people to be evacuated.

Every effort will be made to allow residents to use their own vehicles to evacuate-unless absolutely unavoidable as incident may dictate.

5.8. Deactivation

When the emergency which necessitated the evacuation is under control and the emergency zone is declared safe, the evacuation will be rescinded. The decision to re-enter an area that has been evacuated is based on numerous public safety factors. The impacted area must be safe for residents and business owners to return. Below is a list of some of the activities in which should be considered:

- Inspection of the affected area
- Assisting any victims who did not evacuate
- Removing any deceased victims from the area
- Performing an initial assessment of damage to homes and businesses
- Moving debris
- Environmental monitoring/decontamination protocols
- Restoring utilities and basic services to the area

In many situations the population should be advised that although they are being allowed to return to their homes, the risk may reoccur and they could be directed to leave again.

5.8.1. Re-Entry

Re-entry into the community will occur once the incident has been contained and it is deemed safe for residents to re-enter. Re-entry will not occur unless all essential services are in place and have the capacity to meet the needs of the community.

6. FUNCTIONAL ROLES AND RESPONSIBILITIES

6.1. Operations Section

6.1.1. Emergency Social Services Unit

The Emergency Social Services Unit is responsible for establishing and managing Reception Centres and/or Group Lodging facilities. If sheltering is required the ESS Branch may open Reception Centres or Group Lodging facilities as well as establish staff requirements, determine equipment needs and announce the Reception Centre and Group Lodging locations. It is important that the ESS Branch and EOC Commander consult in determining the location of Reception Centres and/or Group Lodging.

Emergency Social Services can coordinate with the Canadian Red Cross in providing the five emergency social services listed below:

- Registration and Inquiry Services
- Emergency Feeding
- Emergency Clothing
- Personal Services
- Emergency Lodging

6.1.2. The Police Services Unit

The Police Services Unit coordinates and supports evacuation operations, law enforcement and traffic control as well as provides police status reports to the EOC Operations Section Chief or EOC Commander.

6.2. Planning Section

6.2.1. Vulnerable Persons Registry

The Vulnerable Persons Register, VPR is a registry that lists important information of individuals in Sault Ste. Marie who required electricity for life sustaining equipment or has difficulty with:

- Mobility, vision or hearing

- Developmental / intellectual, cognitive or mental health

This registry can be queried for the purpose of isolating vulnerabilities or for mapping purposes.

The VPR can be accessed through any of the three Emergency Services dispatch centres, the Emergency Management division or the VPR Coordinator.

7. EMERGENCY INFORMATION AND NOTIFICATION

If a decision to instruct citizens to evacuate or to shelter-in-place has been made, the EOCT will inform the public, as soon as possible, and advise the public of appropriate self-help actions and/or issue public warning messages.

The EOCT will work together with all involved agencies to ensure information is complete and accurate, as well to deliver common key messages to all audiences. Emergency information will be disseminated as outlined in the Municipal Emergency Response Plan.

7.1. Notice of Evacuation or Shelter-in-Place

In the case of an evacuation notification, the information provided should include:

- The issuing authority
- The date and time of issue
- Time of subsequent communications
- The geographic area of the evacuation (most often in the form of a map)
- Details of the hazard and reasoning behind the evacuation
- Evacuation routes, including conditions of roads
- Assembly points
- The location and name of Reception Centres
- Transportation assistance available
- Re-entry process
- Where to find further information.

8. PLAN MAINTENANCE AND REVIEW

The plan is reviewed annually by the Division of Emergency Management, and where necessary, revised with input from the Emergency Management Planning Committee and other partner agencies.

CITY OF SAULT STE. MARIE ANIMAL CARE EMERGENCY RESPONSE PLAN

2017

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1.0 Introduction

Residents of the City of Sault Ste. Marie live with the potential for disasters such as severe weather conditions, critical infrastructure failures, transportation accidents, hazardous material spills, human health emergencies, flooding, major structural fires and wildfires.

This plan supports existing emergency response plans for the Corporation of the City of Sault Ste. Marie and is maintained by the Emergency Management Division, Fire and Paramedic Services, providing the operational procedures for the evacuation, care and control of animals during a large-scale disaster.

1.1 Aim

The aim of this plan is to control, and support the humane care and treatment of companion animals and livestock during an emergency situation in Sault Ste. Marie. It will describe policies and procedures for evacuation, care and control of animals during a disaster, as well as the related roles and responsibilities of participating Sault Ste. Marie agencies and external partners.

1.2 Scope

Animals included under this plan:

- ▶ Domestic animals such as dogs and cats
- ▶ Livestock

Domestic and non-domestic animals that are lost, strayed, incapable of being cared for by their owners, and/or in danger to themselves or the public will be the responsibility of the Sault Ste. Marie Humane Society (SSMHS) officials. These animals will be sheltered, fed, and, when/where possible, returned to their owners. Animals that cannot be returned to their owners will be disposed of in accordance with established animal control procedures.

Wild animals should be left to their own survival instincts. Wild animals out of their natural habitats that are in danger, either to themselves or the public, will be the responsibility of the Ministry of Natural Resources and Forestry in cooperation with the SSMHS and returned to their natural habitat when practical.

1.3 Authority

This plan is published as Annex to the City of Sault Ste. Marie Emergency Response Plan as authorized by By-law 2008-40; and the Emergency Management and Civil Protection Act, RSO 1990.

1.4 Planning Assumptions

- ▶ The City of Sault Ste. Marie will coordinate local animal protection activities, with the leadership and support of the SSMHS
- ▶ Responsibility for situation assessment and determination of municipal resource needs in the event of a large-scale emergency lies primarily with the SSMHS
- ▶ The Manager of the SSMHS will be responsible for maintaining communication with the Emergency Operations Control Team
- ▶ Any emergency resulting in evacuation of residents to a shelter has the potential to result in companion animal issues. Some owners may refuse to evacuate, regardless of threat
- ▶ Residents are always encouraged to evacuate with their pets unless doing so will cause physical danger to the residents or pets

1.5 Demographics

Number of Households Owning Animals (Using formula developed by Humane Society of United States)

Animal	Population x % of homes owning x average # owned	Total-+
Dogs	$34,335 \times 36.5\% = 12,532 \times 1.52$	19,048
Cats	$34,335 \times 30.9\% = 10,609 \times 1.95$	20,687
Birds	$34,335 \times 5.7\% = 1,957 \times 2.16$	4,227
Horses	$34,335 \times 2.0\% = 686 \times 2.54$	1,742

2.0 Activation and Notification Process

2.1 Activation of the Plan

When an emergency is imminent, the Emergency Operations Control Team (EOCT) will determine the level of response required. This may include activating the City of Sault Ste. Marie Emergency Response Plan, in whole or in part. When there is an impending emergency that is of such magnitude so as to endanger the well-being of the citizens of Sault Ste. Marie or a portion thereof, the Evacuation Annex within the City's Emergency Response Plan may be activated.

When the Evacuation Annex is activated, the SSMHS will review animal care needs in the community and if deemed necessary, they will advise the EOCT to activate the Animal Care Emergency Response Plan Annex. Any member of the EOCT can activate the Animal Care Emergency Response Plan Annex.

When the Animal Care Emergency Response Plan Annex has been activated, all members of the EOCT will be informed of the emergency situation and if necessary be directed to attend the Emergency Operations Centre.

2.2 Notification Procedures

The EOCT will notify the Manager of the SSMHS when the Evacuation Annex has been activated. The SSMHS will review the situation and will advise the EOCT on whether the Animal Care Emergency Response Plan should be activated.

If the Animal Care Emergency Response Plan is activated, then the Manager of the SSMHS shall then notify all staff members.

During an emergency, the City of Sault Ste. Marie's capacity to respond to animal care and relief may become overwhelmed. Supporting agencies and organizations will be an essential part of meeting the needs of animal owners and pets and will be contacted on an as needed basis by SSMHS.

3.0 Emergency Response Responsibilities

3.1 Sault Ste. Marie Humane Society (SSMHS)

The SSMHS provides animal services to the district of Algoma, west of Iron Bridge including caring for injured, abused or homeless animals. Some of the duties and responsibilities to be performed are as follows:

- ▶ Assess the situation and determine municipal resource needs in the event of a large-scale emergency
- ▶ Liaise with organizations responsible for the wellbeing of pets and livestock
- ▶ Provide accurate information on animal issues before, during and after the emergency/evacuation and coordinate messaging with the EOCT
- ▶ Coordinate with local agencies and volunteers for personnel and resources to fill shortages
- ▶ Arrange for all transportation of animals including for animal rescue, for transfer to a temporary animal shelters or veterinary clinics, etc.
- ▶ Liaise with appropriate organizations to provide emergency medical care for animals & to prevent the spread of communicable disease
- ▶ Operate emergency animal shelters including coordinating the setup/destruction of the shelter, staffing and resources/supplies
- ▶ Emergency rescue of domestic pets, livestock, stranded/abandoned/stray animals and exotic animals, with support from City of Sault Ste. Marie

3.2 Sault Ste. Marie Emergency Operations Control Team (EOCT)

If necessary, some or all members of the EOCT will convene at the Emergency Operations Centre to function in accordance with the City of Sault Ste. Marie Emergency Response Plan, to carry out their responsibilities including, but not limited to:

- ▶ Planning, deploying resources and managing activities from the Animal Care Emergency Response Plan
- ▶ Requesting additional provincial/federal resources to support the care of animals and to preserve and protect the balance of the community in relation to animal care needs

3.3 Ontario Society for the Prevention of Cruelty to Animals (OSPCA)

The OSPCA is a non-profit organization dedicated to the protection and welfare of all animals, including emergency rescue and treatment. The OSPCA works closely with provincial ministries and non-government organizations to protect animals during emergencies. Some of the duties and responsibilities to be performed during a large scale emergency include:

- ▶ Coordinate and activate evacuations and skilled volunteer emergency response teams

3.4 Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)

Under Order in Council (OIC) 1157/2009, OMAFRA has been assigned responsibility to provide leadership in responding to:

- ▶ Farm animal disease
- ▶ Food contamination
- ▶ Agricultural plant disease and pest infestation.

3.5 Ontario Ministry of Natural Resources and Forestry (OMNRF)

Wild animals out of their natural habitat that are endangering either themselves or the human population are the responsibility of the Ministry of Natural Resources and Forestry. In Ontario, wildlife rehabilitators are authorized by the Ministry of Natural Resources and Forestry to provide temporary care to sick, injured and abandoned wildlife with the aim of eventually returning them to the wild.

4.0 Emergency Information

The EOCT will inform the public, as soon as possible, of the emergency that is occurring or imminent and advise the public of the appropriate self-help actions and/or issue public warning messages. Emergency information during an emergency will be conveyed through local media (radio, television) and social media (Twitter & Facebook). Warnings will also be posted on both the City of Sault Ste. Marie's and the Sault Ste. Marie Police Service's websites.

The EOCT may decide to order an evacuation of all or part of an area of Sault Ste. Marie when there is a potential threat to the safety of citizens. When an Evacuation Order is given, the impacted population is ordered to evacuate the specified area immediately.

The EOCT and the SSMHS will work together to provide accurate emergency information regarding pet care and evacuation during an emergency. Pet owners will be encouraged to evacuate with their pets and to not leave any pets behind.

5.0 Animal Sheltering

The SSMHS, with support from the City of Sault Ste. Marie, will arrange for the safe, immediate, temporary sheltering for domestic, stray/abandoned animals and livestock. Due to medical reasons, animals and humans are not recommended to be sheltered in the same facility; however, it is the aim of the SSMHS to shelter animals at facilities as close to the human evacuation shelters as possible.

The SSMHS will make arrangements for domestic pets from evacuated citizens to be sheltered at the SSMHS, the Kennel Club, TAAG and local veterinarian hospitals. If the capacities of these facilities are reached and additional animal care shelters are required, then the City of Sault Ste. Marie and SSMHS will decide on the best locations to set-up additional animal shelters. The SSMHS will be responsible for ensuring that all shelter elements are provided at each animal shelter.

Emergency animal shelters will be comprised of the following elements:

5.1 Shelter Management

The SSMHS will ensure that supervision is provided at each shelter facility to ensure that the needs of the animals are being met. Shelter management directly oversees the following elements: shelter setup, animal receiving/registration, animal care services, staffing & scheduling, volunteer recruitment & scheduling, medical services, logistics and animal release/destruction of the shelter.

5.2 Shelter Setup

The SSMHS will designate staff and volunteers to setup animal shelter facilities when necessary. The arrangement and organization of the shelter will vary according to the type of shelter required. Some necessary areas may include: animal registration & intake, animal triage area, supply & storage area, waste disposal area, medical team work area, locked storage area for medical supplies, etc.

Animals should be separated by species to reduce stress on animals, where possible. Additionally, where possible, animals should be separated by inoculations vs. no inoculations.

5.3 Animal Intake and Registration

Animals may arrive at the temporary animal shelter with their owners or as a lost, stray or rescued animal. The SSMHS will ensure that all animals, regardless of arrival status, are registered upon arrival to the shelter via an Animal Intake and Registration system. This ensures that all known animal information will be collected and that all animals will be tracked while in the care of the animal shelter. Additionally, when possible, the owner will be required to release the City of Sault Ste. Marie and SSMHS from any and all liability regarding the care and shelter of the animal. The SSMHS will ensure that all necessary registration documentation is collected and filed accordingly.

An SSMHS affiliate will be assigned the role of animal care liaison and stationed at the public human shelter. It is likely that human evacuees will arrive at the human shelter with pets and animals. The role of the animal care liaison will be to deal with any issues surrounding animals that may arise at the human shelter including, but not limited to, arranging transportation of pets from the human shelter to the animal shelter for intake and registration, answering questions from evacuees regarding the care of their pets and helping evacuees fill out lost animal/animal rescue forms. The animal care liaison will be expected to communicate regularly with animal shelter staff.

The general public's access to the animal shelters will be restricted. Owners will be encouraged to care for visit their animals as much as is practical while the animals remain in the temporary animal shelter. To do so, owners will be required to sign in at the Animal Emergency Shelter Visitor Sign-In Area. As it is the responsibility of the SSMHS to ensure that the system for checking animals in and out is maintained, owners wishing to temporarily remove their animals from the premises will be asked to their animals in and out.

5.4 Animal Care

The SSMHS will be responsible for providing/arranging for the following shelter care services:

- ▶ Food and watering
- ▶ Animal Relief & Exercise
- ▶ Kennel Sanitation
- ▶ Grooming
- ▶ Animal Health

All care services provided to an animal will be noted on the animal's Kennel Card.

Some of the duties involved in animal care include, but are not limited to, creating animal care services schedules, advising managers of needed supplies, ensure ordering system for needed supplies is established, keeping records of supplies used, etc.

5.5 Staffing and Volunteer Recruitment

Private boarding kennels and veterinarian hospitals are responsible for the staffing and scheduling of their own boarding facilities. Remaining animal shelters will be scheduled and staffed with available personnel from the SSMHS and City of Sault Ste. Marie. The SSMHS maintains a list of volunteers that may be able to assist during an emergency.

All staff and volunteers will be required to sign in at the intake & registration area. All volunteers will be required to sign a Volunteer Agreement and Release of Liability Waiver, if they have not already done so. Emergent volunteers (those who call or show up to offer assistance during an emergency who are not affiliated with the SSMHS) may be utilized and assigned a volunteer opportunity where possible.

5.6 Logistics

The SSMHS, in coordination with the City of Sault Ste. Marie, is responsible for providing support for the use of the animal shelter, including its safety, security and sanitation. Additionally, the SSMHS is responsible for procuring, storing and distributing supplies and equipment to the animal shelters. The SSMHS is, at any time, capable of deploying “Go-Kits” with necessary supplies for setting up temporary animal shelters. In the event that the SSMHS requires additional resources, various suppliers/organizations may be contacted. Some specialized logistics services may need to be contracted out.

5.7 Medical/ Health Considerations

5.7.1 Injured/Sick Animals

An initial health assessment of each animal will be conducted by SSMHS as they enter the shelter facility. The SSMHS will contact licensed veterinarians to treat injured and sick animals. It is ideal to staff an animal shelter with at least one veterinarian and 1-2 veterinarian technicians, if possible. If there are a large number of injuries/illnesses, then the SSMHS may contact the Algoma Veterinary Association and the Ontario Veterinary Medical Association to request the assistance of volunteer veterinarians and/or other animal professionals.

5.7.2 Disease Control

Transmission of infectious disease is a serious concern at animal shelters. Many animals will be arriving unvaccinated, some inevitably incubating serious disease. All incoming animals will be assessed and the SSMHS will determine whether these animals need to be immediately vaccinated upon intake.

The SSMHS will make every effort to provide no-cost rabies vaccinations to shelter personnel and will ensure that treatment of bites and injuries is available to affected persons. Outbreaks of rabies are a serious threat during emergencies and all necessary

steps to control that threat will be implemented by the City of Sault Ste. Marie and the SSMHS.

5.8 Release of Animals and Shelter Destruction Protocol

Any owner redeeming their animal(s) from the shelter must complete an Animal Redemption Form prior to the release of their animal to their care. Those owners who wish to surrender their animal(s) to the care of the SSMHS must complete an Animal Surrender Form.

As soon as possible, temporary shelters will be closed and remaining animals transferred to the appropriate animal control authority or organization to complete their hold period.

The SSMHS will support efforts to identify owners of stray/lost domestic animal or livestock. If the owners cannot be found when the hold period is over, the SSMHS will attempt to adopt the animals according to their established procedures. Animals for which no owners can be found and which cannot be placed in adoptive care will be disposed of in accordance with the SSMHS's animal control procedures.

The SSMHS, in cooperation with the Ministry of Natural Resources and Forestry (OMNRF) will support efforts to reintroduce wild animals into their natural habitats.

It is the responsibility of the SSMHS to ensure that the animal shelter(s) are demobilized and supplies are removed as quickly as possible. The City of Sault Ste. Marie EOCT and SSMHS will ensure that animal carcasses are removed and disposed of. If the required response is greater than manageable for the City of Sault Ste. Marie and SSMHS's staff and resources, a request for assistance can be sent to the province through the EOCT.

6.0 Animal Rescue

The SSMHS is responsible for coordinating animal rescue efforts when it has been deemed safe to do so by Sault Ste. Marie Police Services. This includes the rescue of stray animals, lost animals and animals left behind. When there are an overwhelming number of animals requiring rescue, the SSMHS can advise the EOCT to request additional assistance through the province.

Members of the public who were unable to bring animals with them upon evacuating can request for animal rescue. Request for Animal Rescue Forms can be completed at the human evacuation shelter(s) or the temporary animal shelter(s). Additionally, members of the public whose animals were lost during the incident can complete Lost Animal Forms at either the human evacuation shelter(s) or the temporary animal shelter(s) as well.

7.0 Plan Review and Maintenance

This plan will be reviewed annually by the Community Emergency Management Coordinator with the City of Sault Ste. Marie and, where necessary, revised with input from the Animal Care Emergency Response Working Group and the Emergency Management Planning Committee.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-237

FINANCING: (F1.3) A by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected.

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$10,000,000 to meet, until the taxes are collected, the current expenditures for the year 2018; and

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2015, not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets, is estimated to be in excess of \$175,000.00.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to Subsection 407 of the *Municipal Act, 2001*, chapter M.45 and amendments thereto, **ENACTS** as follows:

1. The Mayor and the Treasurer are hereby authorized, on behalf of the Corporation, to borrow from time to time by way of promissory note from the City's Banker or any person, a sum or sums not exceeding \$10,000,000 to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in Subsection 407 of the *Municipal Act, 2001* and to give on behalf of the Corporation to the Bank or lender, a promissory note or notes, sealed with the corporate seal and duly signed for the moneys so borrowed, with interest, which may be paid in advance or otherwise, with interest at the Bank's prescribed lending rate or other persons' lending rate from time to time.
2. All the sums borrowed pursuant to the authority of this by-law, as well as all other sums borrowed in this year and in previous years from the said Bank or lender for any or all of the purposes mentioned in the said Subsection 407 shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
3. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.

5. **EFFECTIVE DATE**

This by-law is effective January 1st, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-238

FINANCING: (F1.3) A by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.

WHEREAS Section 401 of the *Municipal Act, 2001* states a municipality may borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt; and

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$15,000,000 for short and long term purposes, the capital expenditures of the Corporation under its construction by-laws; and

WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$6,200,000 for short and long term purposes;

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2014 not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets is estimated to be in excess of \$175,000.00;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The Mayor and the Treasurer are hereby authorized on behalf of the Corporation to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$15,000,000 for short and long term purposes to finance the capital expenditures of The Corporation of the City of Sault Ste. Marie under its construction by-laws, and to give on behalf of the Corporation to the Bank or lender a promissory note or notes sealed with the corporate seal and duly signed for the moneys so borrowed with interest which may be paid in advance or otherwise, with interest at the bank's prescribed lending rate or other persons' lending rate from time to time.

2. The Public Utilities Commission of the City of Sault Ste. Marie is hereby authorized to borrow from time to time by way of promissory note from the City's Banker of any person a sum or sums not exceeding \$6,200,000 for short and long term purposes to finance the capital expenditures of the Public Utilities Commission of the City of Sault Ste. Marie.
3. All sums borrowed pursuant to the authority of this by-law as well as all other sums borrowed by the Corporation in this year and in previous years from the said Bank or lender and remaining unpaid shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
4. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
5. Long term purposes is defined as a loan with a fixed rate and term.
6. **EFFECTIVE DATE**

This by-law is effective January 1st, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-239

AGREEMENT: (PR7.1) A by-law to authorize the execution of the Agreement between the City and Fox Run Developments (Sault) Inc. for a Limiting Distance Agreement for 27, 29 and 31 Madison Avenue.

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 December 11, 2017 between the City and Fox Run Developments (Sault) Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for a Limiting Distance Agreement for 27, 29 and 31 Madison Avenue.

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 December, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THIS LIMITING DISTANCE AGREEMENT (the "Agreement") made this 11th day of December, 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");

AND WHEREAS the Owner is the registered owner in fee simple in possession of lands known municipally as 27, 29 and 31 Madison Avenue, legally described as Lot 4, Plan 1M-589; Subject to an Easement in Gross over Part 4 Plan 1R-12329 as in AL116858; City of Sault Ste. Marie, PIN 31511-0286 (the "Existing Lot"), which forms part of the Subdivision Lands;

AND WHEREAS the Owner is also the owner of the adjacent lands and premises immediately east of the Existing Lot, legally described as Part 1 of Lot 25, Plan H-731, part of PIN 31511-0282 (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 buildings, namely three single family dwellings, are 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 Existing Lot or the Adjacent Lands without a valid permit from the Sault Ste. Marie Region Conservation Authority ("SSMRCA").
7. 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 SSMRCA.
8. Within thirty (60) 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.
9. 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 effect same.

10. 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 north shall be amended to accommodate the aforementioned driveway entrances.
11. 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.
12. Following the City's and the Owner's completion of the condition precedents set out in Section 11 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.
13. 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.
14. 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.
15. Schedules "A", "B" and "C" attached hereto form part of this Agreement.
16. 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.

17. 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.
18. 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.

Schedule "A"

CITY OF SAULT STE. MARIE

SUBDIVISION AGREEMENT

THIS AGREEMENT made this 8th day of Oct. 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, watermains, 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

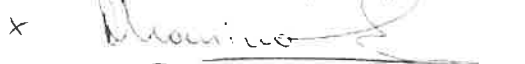
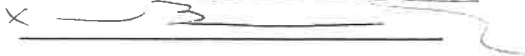
The Agreement and its Schedules constitute the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous 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

BETWEEN:

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

BETWEEN:

FOX RUN DEVELOPMENT (SAULT) INC.

- AND -

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

for the development of the

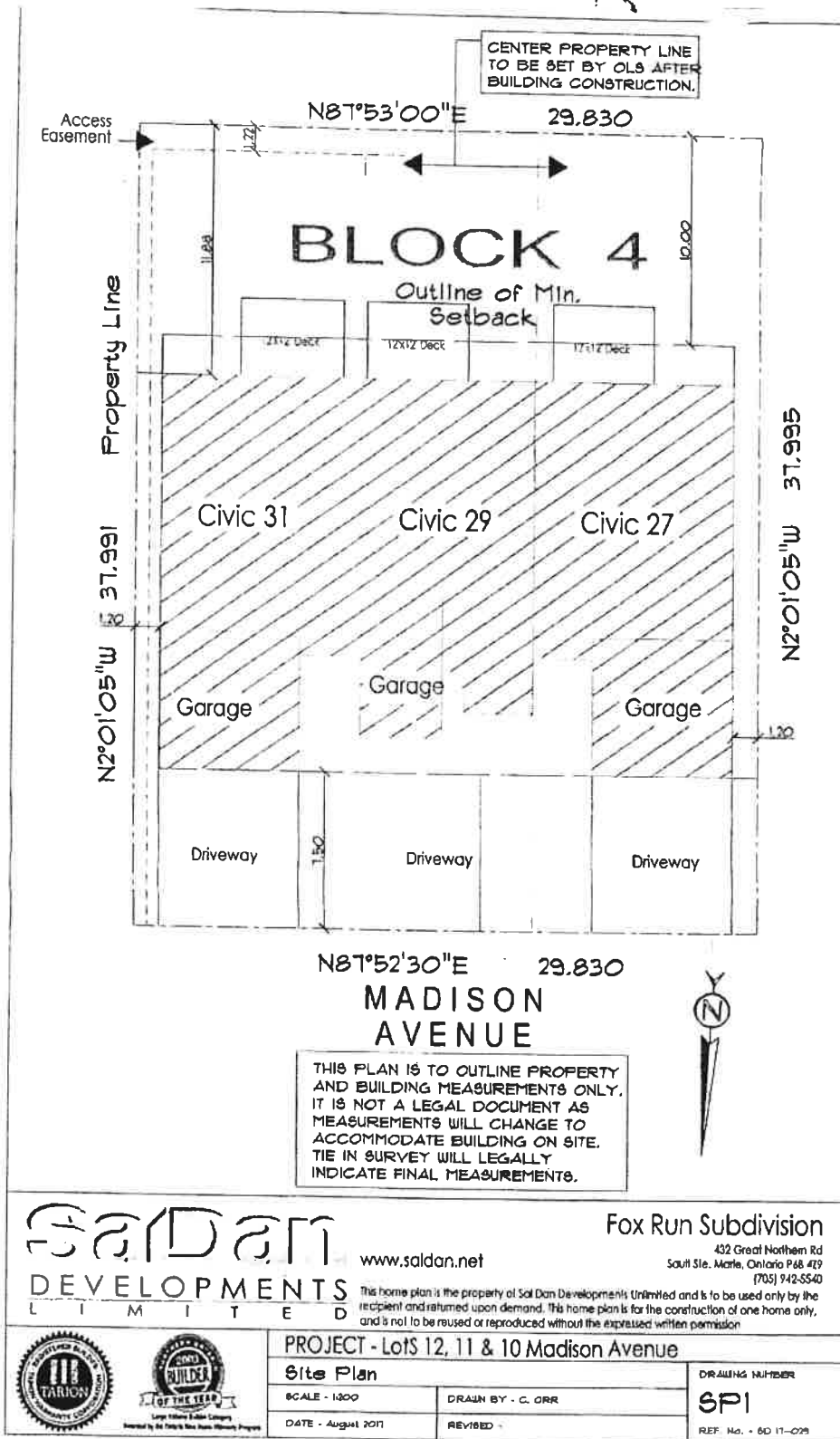
FOX RUN SUBDIVISION – PHASE I

CASH REQUIREMENT SUMMARY

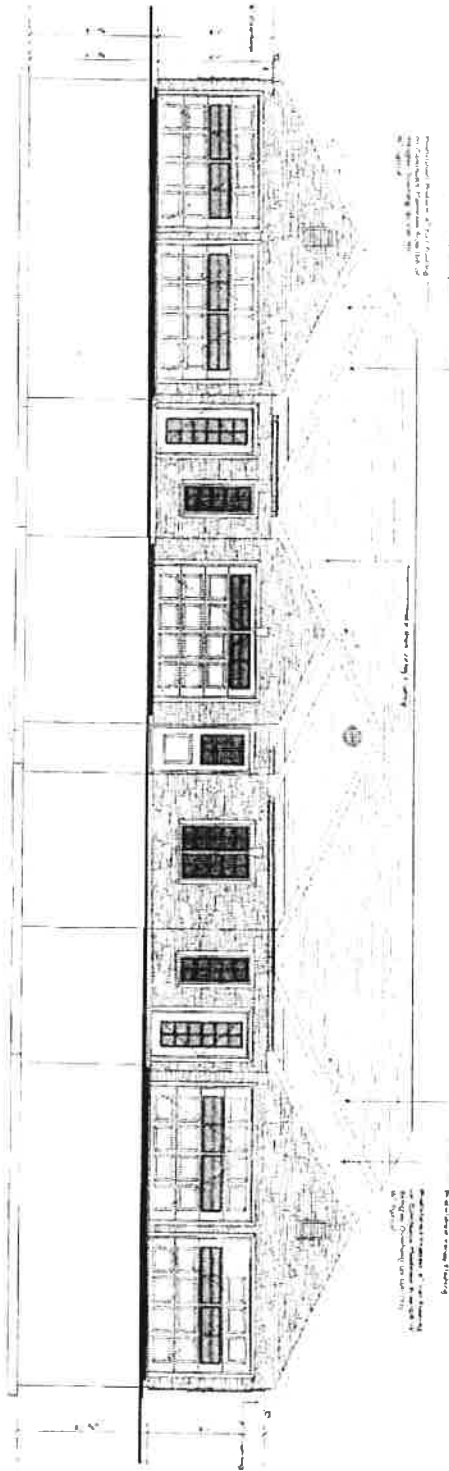
1) Payment for street name signs, traffic control signs, and SWM signage.	\$3,900.00
2) Payment for cleaning storm and sanitary sewers and inspections with T.V. camera	\$4,850.00
3) Provision of Trees	\$10,145.00
4) Cash in Lieu of Parkland (including fee)	\$16,300.00
TOTAL AMOUNT	\$35,195.00

All of above amounts shall be submitted as separate cheques.

Schedule "B"



FRONT ELEVATION



432 Great Northern Road
Sault Ste. Marie, Ontario P6B 4Y9
(705) 942-5540
www.saldan.ca

Drawings Prepared By Saldan Developments

This drawing is the property of Saldan Developments Limited and is to be used only for the project and site shown on the drawing. It is not to be used for any other purpose without the written consent of Saldan Developments Limited. The drawing is not to be used for any other purpose without the written consent of Saldan Developments Limited. The drawing is not to be used for any other purpose without the written consent of Saldan Developments Limited.

Model I - I - I



Project: Lot # 12, 11, 10, Civic # 31, 29, 27
Madison Ave Sault Ste. Marie

Drawing Number

A10 of 13

Scale: 1/8" = 1'-0"

Drawn By: Clifford Orr

Date: August 23, 2017

Checked By:

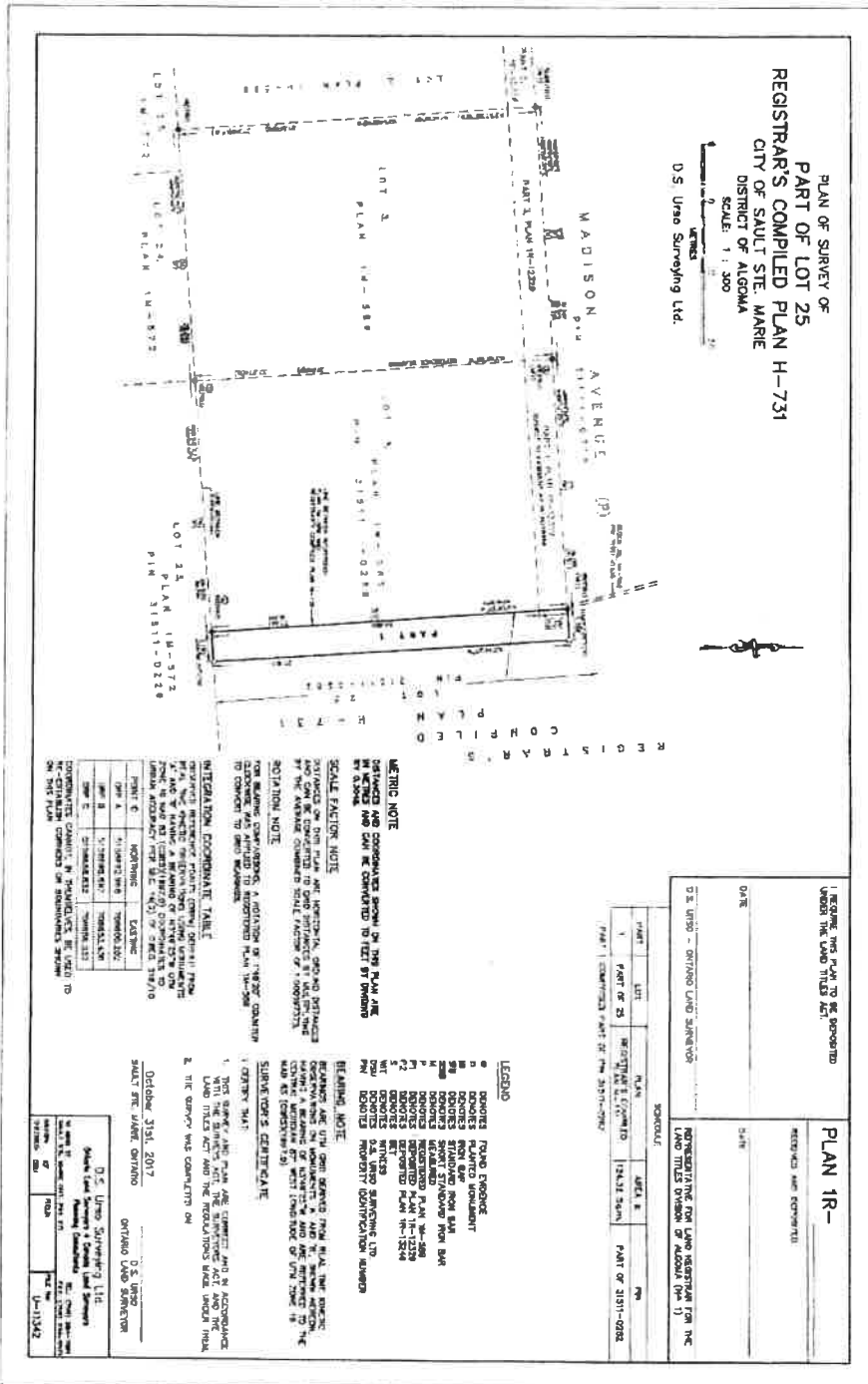
Rev:

B.C.I.N.

Reference Number

2017 029

SCHEDULE "C"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-240

AGREEMENT: (PR7.1) 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 Lot 4, Plan 1M-589; Subject to an Easement in Gross over Part 4 Plan 1R-12329 as in AL116858; City of Sault Ste. Marie, PIN 31511-0286.

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 December 11, 2017 between the City and Fox Run Developments (Sault) Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is 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 Lot 4, Plan 1M-589; Subject to an Easement in Gross over Part 4 Plan 1R-12329 as in AL116858; City of Sault Ste. Marie, PIN 31511-0286.

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 December, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

THIS AGREEMENT (the "Agreement") made this 11th day of December, 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 27, 29 and 31 Madison Avenue, and legally described as Lot 4, Plan 1M-589; Subject to an Easement in Gross over Part 4 Plan 1R-12329 as in AL116858; City of Sault Ste. Marie, PIN 31511-0286 (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 east of the Existing Lot, legally described as Part 1, Part of Lot 25, Plan H-731, part of PIN 31511-0282 (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 December, 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.
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.

Schedule "A"

CITY OF SAULT STE. MARIE

SUBDIVISION AGREEMENT

THIS AGREEMENT made this 8 day of Oct. 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

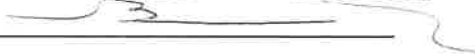
The Agreement and its Schedules constitute the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous 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.

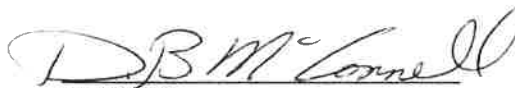
FOX RUN DEVELOPMENT (SAULT) INC.

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.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-241

FINANCE: (F1.1) A by-law to amend By-law 2017-210 (User Fees and Service Charges by-law).

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by on behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. **BY-LAW 2017-210 AMENDED**

By-law 2017-210 is hereby amended by deleting Schedule "B" attached to By-law 2017-210 and replacing it with Schedule "B" attached hereto.

By-law 2017-210 is hereby amended by deleting Schedule "E" attached to By-law 2017-210 and replacing it with Schedule "E" attached hereto.

By-law 2017-210 is hereby amended by deleting Schedule "F" attached to By-law 2017-210 and replacing it with Schedule "F" attached hereto.

2. **EFFECTIVE DATE**

This By-law takes effect on the 1st day of January, 2018.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "B" -Revised

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2017 Fee</i>	<i>2018 Proposed Fee</i>	<i>GST/HST Included or Added</i>
CEMETERY			
Interment Charges			
<i>With committal service in the chapel</i>			
Cremated remains	167.00	205.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017 -210 - Schedule "E"

BUILDING SERVICES DEPARTMENT

Permit fee shall be based on the formula given below unless otherwise specified in the this schedule or a fixed fee (ff) will apply.
 Permit fee = SI x A Where SI = Service index for class of proposed work and A = floor area in m2 of work involved
 A minimum fee of \$121.34 shall be charged for all work or if not described below as a Fixed Fee (FF).
 For Building Classifications that are not described in this schedule, permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.
 Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced, the penalty shall be an additional 100%.

<i>Services Offered</i>	<i>2017 Current Fee</i>	<i>2018 Proposed Fee</i>		<i>GST/HST Included or Added</i>
BUILDING / BYLAW ENFORCEMENT				
-Building/PropertyClean-up Administration fee	15% of cost	15% of cost		Add
New Construction / Alterations and Renovations				
Group A – (assembly occupancies)				
School, churches – New Construction	29.19	31.23		Exempt
Restaurants – New Construction	29.19	31.23		Exempt
All other assembly – New Construction	29.19	31.23		Exempt
Alterations and Renovations (includes decks & roof structures)	8.06	8.62		Exempt
Air supported structure	8.06	8.62		Exempt
Emergency lighting	315.00	337.05	ff per storey	Exempt
Fire alarms	315.00	337.05	ff per storey	Exempt
Parking garage repairs	5.57	5.96		Exempt
Portable classrooms foundations	8.06	8.62		Exempt
Residing, re-roofing	0.97	1.04		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus \$0.56 / m2	Exempt
Tents - less than 225m2	113.40	121.34		Exempt
Tents - greater than 225m2	378.00	404.46	ff	Exempt
Window / Door replacement	4.51	4.83	/ opening + \$121.34 ff	Exempt
Group B - (institutional occupancies)				
All types – New Construction	29.19	31.23		Exempt
Alterations and Renovations (includes decks & roof structures)	8.06	8.62		Exempt
Emergency lighting	\$315.00	337.05	ff per Storey	Exempt
Fire alarms	\$315.00	337.05	ff per Storey	Exempt
Parking garage repairs	\$5.57	\$5.96		Exempt
Residing, re-roofing	\$0.97	\$1.04		Exempt
Sprinkler, standpipes	\$315.00	\$337.05	ff plus \$0.56 / m2	Exempt

Window / Door replacement	\$4.51	\$4.83	/ opening + \$121.34 ff	Exempt
Group C – (residential occupancies)				
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	\$24.03	\$25.71		Exempt
Single Dwelling Modular Units – New Construction	\$20.97	\$22.44		Exempt
All other multiple units – New Construction	19.35	\$20.70		Exempt
Hotels, motels – New Construction	25.80	27.61		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Balcony repairs	113.40	121.34	ff + \$8.62 / unit	Exempt
Basement finishing	5.72	6.12		Exempt
Basement new under existing dwelling	6.45	6.90		Exempt
Canopy, carport	\$11.93	\$12.77		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks	113.40	121.34	ff	Exempt
Attached garage and accessory buildings	5.72	6.12		Exempt
Detached garage	5.72	6.12		Exempt
Shed < 25 m2	113.40	121.34		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus \$0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + \$121.34 ff	Exempt
Group D – (business & personal services occupancies)				
Offices and all others – shell only – New Construction	22.18	23.73		Exempt
Interior tenant finishing – New Construction	6.05	6.47		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Parking garage repairs	5.56	5.95		Exempt
Residing, re-roofing	0.97	1.04		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus \$0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + \$121.34 ff	Exempt

<i>Services Offered</i>	<i>2017 Proposed Fee</i>	<i>2018 Proposed Fee</i>		<i>GST/HST Included or Added</i>
Group E – (mercantile occupancies)				
Retail store shell, department store, supermarkets, all other Group E – New Construction	16.64	17.80		Exempt
Interior tenant finishing	6.05	6.47		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Parking garage repairs	5.57	5.96		Exempt
Residing, re-roofing	0.95	1.02		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus \$0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + \$121.34 ff	Exempt
Group F – (industries occupancies)				
Industrial building shell less than 7500 m2 – New Construction	12.90	13.80		Exempt
Industrial building shell greater than 7500 m2 – New Construction	10.48	11.21		Exempt
Parking garage – New Construction	8.30	8.88		Exempt
All other F occupancies – New Construction	12.90	13.80		Exempt
Interior tenant finishing	6.05	6.47		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Farm buildings	5.56	5.95		Exempt
Industrial Equipment Foundations	1% of construction value	1% of construction value		Exempt
Parking garage repairs	5.57	5.96		Exempt
Residing, re-roofing	0.97	1.04		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus \$0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + \$121.34 ff	Exempt
Demolition				
Group C – Single Family Dwelling 55 m2 or less	120.96	129.43	ff	Exempt
All others	241.92	258.85	ff	Exempt
Designated Structures OBC Subsection 1.3.1.1.				
Crane runway	911.23	975.02	ff / structure	Exempt
Exterior tanks	911.23	975.02	ff / structure	Exempt
Outdoor pool and spa	30.32	32.44		Exempt
Wind power towers	911.23	975.02	ff / structure	Exempt
All other structures	419.33	448.68	ff / structure	Exempt

Standalone Mechanical				
New ductwork or piping	18.65	19.96	per diffuser, radiator, or unit	Exempt
Group C residential Single Family Dwelling (unit and ductwork)	177.41	189.83	ff	Exempt
New unit	177.41	189.83	/ unit	Exempt
Special mechanical system (exhaust hoods, solar panels etc.)	379.00	405.53	ff	Exempt
Plumbing & drainage	17.41	18.63	/ fixture	Exempt
Sewer installation & capping (single residential unit)	113.40	121.34	ff	Exempt
Site services (water, sewer servicing for all other buildings) \$	379.00	405.53	ff	Exempt
Additional Charges				
Occupancy permit	19.35	20.70	ff / unit	Exempt
Conditional permit	10% of applicable building permit fees (\$182.70 ff minimum)	10% of applicable building permit fees (\$193 ff minimum)		Exempt
Change of use permit	387.07	414.16	ff	Exempt
Permit renewal/transfer	197.40	211.22	ff	Exempt
Moving permit	113.40	121.34	ff	Exempt
Re-inspection	113.40	121.34	ff	Exempt
Sign permit	113.40	121.34	ff each	Exempt
Portable signs		121.34	ff each	Exempt
Culvert as determined by Pubic Works & Transportation Dept				
Curb or sidewalk depression	40.32	43.14	ff	Exempt
Certificate of zoning conformity Single Family Dwelling	48.38	51.77	ff + HST	Add
Certificate of zoning conformity Other	96.77	103.54	ff +HST	Add
File Inquiry and plans inquiry Single Family Dwelling	48.38	51.77	/SFD + HST	Add
Other	96.77	103.54	/others + HST	Add
Annual Fee	806.40	862.85	/Year + HST	Add
Lift order (By-Law)	169.34	181.19	ff	Exempt
Work order appeal (By-Law)	169.34	181.19	ff	Exempt
Lift Order (Building Code)	169.34	181.19	ff +HST	Add
Liquor License Application	96.77	103.54	ff +HST	Add
Alternative Solution Proposal (per application)	630.00	674.10	ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE**USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "F" -Revised****FINANCE DEPARTMENT**

PENALTIES & INTEREST ON TAXES			
- On the First Day after the due date	1.25 % / month	1.25 % / month	None
- On the First day of each month that the Taxes remain unpaid			
- On January 1st of the following year and each month thereafter			
LIBRARY ACCOUNTING FEES			
- Accounting / Data Processing Fees - Library Board	10,915.00	10,915.00	Exempt
INTEREST - ACCOUNTS RECEIVABLE			
- On all accounts more than 30 days old	1.25 % / month	1.25 % / month	None
TAX CERTIFICATES			
- Tax Certificate (Certified Statement of Tax Account Status)	\$60.00	\$60.00	None
TAX ACCOUNT TITLE SEARCHES			
-Title searches for property in arrears	n/a	\$50.00	None
TAX ARREARS NOTICES			
-fee for each tax arrears notice issued	n/a	\$5.00	None
PAYROLL GARNISHEE			
- Fee for Garnishee of payroll Cheque per pay per cheque	\$10.00	\$10.00	None
NSF CHEQUE FEE			
- Fee for a cheque being returned per cheque	\$35.00	\$35.00	None

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-242

ADMINISTRATION: (A1.5) A by-law to adopt a Code of Conduct for members of Council and Local Boards.

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

1. **CODE OF CONDUCT ADOPTED**

The City of Sault Ste. Marie Code of Conduct attached as Schedule "A" of this by-law is hereby adopted.

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 December, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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Subject: Code of Conduct (Council and Local Boards)
Service Area: Mayor and Council
Source: By-law 2017-242
Date: 11 December 2017

Purpose:

A written Code of Conduct for Council and local boards helps to ensure that the members of Council, advisory committees, and local boards of the municipality (as defined in the *Municipal Act*) share a common basis for acceptable conduct. This Code is designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should enhance public confidence that Sault Ste. Marie's elected and appointed representatives operate from a base of integrity, justice and courtesy. The key principles underlining the Code of Conduct are:

- a. All members shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- b. Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both real and apparent;
- c. Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny;
- d. Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature and City Council.

Municipal Council members hold positions of privilege; therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the wellbeing of the community and regard for the integrity of the Corporation. The purpose of the Code of Conduct is to: protect the public interest; encourage high ethical standards among members of Sault Ste. Marie City Council and local boards; provide a universal understanding of the fundamental rights, privileges, and obligations of members of Sault Ste. Marie City Council and local boards; provide a means for members of Sault Ste. Marie City Council and local boards to obtain information on some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.

Applications:

This policy shall apply to all members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

Definitions:

"Members" includes the Mayor and members of Sault Ste. Marie City Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

"Confidential Information" includes:

- a. Any information in the possession of, or received in confidence by the City, that the City is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law;



- b. Information of a corporate, commercial, scientific or technical nature received in confidence from third parties (personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, security of property of the municipality; any other information lawfully determined by the Council or the local board to be confidential or required to remain or be kept confidential by legislation or order;
- c. A matter, the substance of a matter, and information pertaining to a matter, that has been debated or discussed at a meeting closed to the public, unless the matter is subsequently discussed in open Council or it is authorized to be released by Council/local board or otherwise by law;
- d. Reports of consultants, draft documents and internal communications which, if disclosed, may prejudice the reputation of the City, its officers and employees, or its effective operation;
- e. Information concerning litigation, negotiation or personnel matters;
- f. Information the publication of which may infringe on the rights of any person (eg. source of a complaint where the identity of a complainant is given in confidence)

“Integrity Commissioner” means the person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council and local boards.

Gifts and Benefits:

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his / her duties of office, unless permitted by the exceptions listed below. For these purposes, a fee or advance paid to, or a gift or benefit provided with the member’s knowledge to, a member’s spouse, child or parent or to a member’s staff that is connected directly or indirectly to the performance of the member’s duties is deemed to be a gift to that member. The following are recognized as exceptions:

- a. compensation authorized by by-law;
- b. such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- c. a political contribution otherwise reported by law;
- d. services provided without compensation by persons volunteering their time;
- e. a suitable memento of a function honouring the member;
- f. food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign country;
- g. food and beverages consumed at banquets, receptions or similar events, if:
 - attendance is in keeping with his or her representative role; and
 - the value is reasonable; and
 - attendance at events sponsored by the same entity is infrequent.
- h. communication to the offices of a member, including subscriptions to newspapers and periodicals.



In the case of categories (b) (e) (f) (g) and (h), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the City Clerk. The disclosure statement must indicate:

- a. the nature of the gift or benefit;
- b. its source and date of receipt;
- c. the circumstances under which it was given or received;
- d. its estimated value;
- e. what the recipient intends to do with the gift; and,
- f. whether any gift will at any point be left with the City.

Disclosure statements will be a matter of public record.

Except in the case of category (f), a member may not accept a gift or benefit worth in excess of \$500 or gifts or benefits from one source during a calendar year worth in excess of \$500. No member shall seek or obtain by reason of his / her office any personal privilege or advantage with respect to City services not otherwise available to the general public and not consequent to his or her official duties.

Confidentiality

No member shall disclose, release, or publish by any means to any person or to the public any confidential information acquired by virtue of his or her office in any form, except when required or authorized by Council or otherwise by law to do so. No member shall use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body.

Use of City Property

No member shall, for personal purposes or profit, permit the use of any City property, equipment, services, or supplies other than for purposes connected with:

- a. the discharge of City duties; or
- b. associated community activities of which Council has been advised

unless such use is permitted by one of the following exceptions:

- a. reasonable and incidental personal use of office space, equipment such as computers, fax machines, cell phones, etc., where the City incurs no additional costs relating to such use, and the use is of limited duration and frequency.
- b. use of City property and facilities where such use is universally known to be available to other residents upon request and on equal terms.

No member shall obtain financial gain from the use of City-developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the City of Sault Ste. Marie.

No member shall use information gained in the execution of his or her duties that is not available to the general public for any purposes other than his or her official duties.



Work of a Political or Personal Nature

Members are required to follow the provisions of the *Municipal Elections Act, 1996*. No member shall use the facilities, equipment, supplies, services or other resources of the City (including Councillor newsletters and websites linked through the City's website) for any election campaign or campaign-related activities. No member shall undertake campaign-related activities in any City facility for the purpose of seeking the support of City employees working in that facility. No member shall use the services of persons for his or her election campaign purposes during the working hours for which those persons receive compensation from the City.

No member shall use City facilities, services or property for his or her personal or business use.

No member shall use the services of persons for his or her personal or personal business use during the working hours for which those persons receive compensation from the City.

Conduct Respecting Current and Prospective Employment

No member shall allow the prospect of his / her future employment by a person or entity to detrimentally affect the performance of his / her duties to the City.

Business Relations

No member shall act as a paid agent before Council, its committees, or an agency, board or commission of the City. A member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

Conduct

As a representative of the City, every member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak or communicate in a manner that is discriminatory to any individual based on that person's race ancestry, place of origin, creed, gender, sexual orientation, age colour, marital status or disability.

Influence on Staff

Only Council as a whole has the authority to approve budget, policy, committee processes and other such matters. Members shall be respectful of the fact that staff work for the City as a body corporate and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or group of members. Accordingly, no member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all members shall show respect for the professional capacities of City staff.

Council directs the business of the City and passes by-laws or resolutions, as appropriate, for decisions adopted by Council. Council has delegated responsibility to the Chief Administrative Officer (CAO) for the administration of the affairs of the City in accordance with decisions adopted by Council. This means that under the direction of the CAO, staff have the responsibility and the authority to provide



consultation, advice and direction to Council and to implement Council approved policy. Accordingly, staff establish the appropriate administrative policies, systems, structures and internal controls to implement the goals and objectives of Council, and manage implementation within the resources at their disposal. Council should expect a high quality of advice from staff based on political neutrality and objectivity irrespective of party politics, the loyalties of persons in power, or their personal opinions. No member shall compel any staff member to engage in activities that are contrary to the directions of Council or the policies of the municipality.

No member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities; nor shall any member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

Improper Use of Influence

No member of Council shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a member of Council to improperly influence the decision of another person to the private advantage of oneself, or one's immediate relatives, staff members, friends, or associates, business or otherwise. This would include attempts to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage through a member's supposed influence within Council in return for present actions or inaction.

For the purposes of this provision "private advantage" does not include a matter:

- a. that is of general application;
- b. that affects a member of Council, his / her immediate relatives, staff members, friends, or associates, business or otherwise as one of a broad class of persons; or
- c. that concerns the remuneration or benefits of a member of Council.

Members should not advocate on behalf of any person at a hearing of an adjudicative board and should not contact any member of such a board regarding any application before it.

Complaints Alleging Violation of This Code

Where an elector or a person acting demonstrably in the public interest has reasonable grounds to believe that a member has breached this Code, a complaint may be submitted to the Clerk's Department in the prescribed form which will be forwarded to the City's Integrity Commissioner who will process it in accordance with the Complaint Protocol attached hereto as Appendix "A".

Appendix "A" – Complaint Protocol

Appendix "B" – Request for Investigation

Appendix "C" – Request for Advice

Appendix "A"

Complaint Protocol for Code of Conduct (Council and Local Boards)

Application:

This process applies to members of Sault Ste. Marie City Council and its local boards as defined in section 223.1 of the *Municipal Act* (members).

Integrity Commissioner

The City of Sault Ste. Marie Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the "Code");
2. To provide Council and its local boards with specific and general opinions and advice on the interpretation of the Code, including revisions thereto;
3. To conduct inquiries into a request made by Council, a local board, a member, a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
4. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.

Procedure for Making a Complaint

Informal Complaints

Any individual who identifies or witnesses behaviour or activity by a member of Council that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner:

1. advise the member in writing that the behaviour or activity appears to contravene the Code of Conduct;
2. encourage the member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
3. document the incident(s) including dates, times, locations, other persons present and any other relevant information, including steps taken to resolve the matter;
4. if applicable, confirm to the member satisfaction with the response of the member; or, if applicable, advise the member of dissatisfaction with the response; and
5. if applicable, consider the need to pursue the matter in accordance with the formal complaint procedure.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates the Code of Conduct; however, the informal process is not a precondition or a prerequisite to pursuing the formal complaint procedure.

Formal Complaints

1. All complaints or requests for inquiries shall be submitted to the City Clerk's Department and sworn before a commissioner of oaths in the form provided in Appendix "B" and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;
 - d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.
3. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or City policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:

- a. The grievance provisions of a collective agreement;
- b. The complaint provisions under the *Ontario Human Rights Code*;
- c. A complaint of alleged criminal activity;
- d. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
- e. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*.

Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commission and the time limits within the above processes will apply accordingly.

4. Upon receipt of a complaint or request to conduct an inquiry within his/her jurisdiction the Integrity Commissioner will deliver a preliminary information report to an open meeting of Council including the following:
 - a. The opinion of the Commissioner as to whether the inquiry is appropriate and whether it can be conducted within the law applicable to such an inquiry;
 - b. An indication as to whether it is the Commissioner's intention to conduct the inquiry under sections 33 and 34 of the *Public Inquiries Act*;
 - c. A preliminary indication of the members of staff and/or consultations needed to assist the Commissioner;
 - d. An estimated cost of the inquiry;
 - e. The estimated time required to complete the inquiry and prepare a final report;
 - f. Where appropriate, the Commissioner may recommend that the alleged infraction be reported to the police and that the inquiry be suspended until the police investigation is completed.
5. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report.

Procedure for Obtaining Advice

Where a member or employee is seeking to obtain advice from the Integrity Commissioner he/she shall submit to the City Clerk the completed form provided (Appendix "C").

All advice of the Integrity Commissioner to members or employees shall be confirmed in writing. No solicitor/client relationship will exist in the giving of such advice.

Where the Integrity Commissioner learns of a violation through the request for advice from any member, he or she is required to report such a violation to Council.

The Integrity Commissioner may decline to give advice if he/she determines that it will put him/her in conflict with his/her duty to Council as a whole.

Confidentiality

The Integrity Commissioner shall carry out all inquiries in a manner which will ensure that the individual to whom the complaint relates is treated fairly and all complaints shall be treated as confidential to the extent possible and in accordance with the *Municipal Act*.

All records of investigations shall be kept confidential and access limited to those in the City with a need to know for the purposes of conducting a full investigation.

Intake Procedures

Upon receipt of a complaint involving a member other than the Mayor, the Clerk shall immediately advise the Mayor and the Chief Administrative Officer (CAO).

Upon receipt of a complaint involving the Mayor, the Clerk shall immediately advise the CAO and the individual who was acting mayor at the time of the allegation who is authorized to act in the place of the Mayor.

The Integrity Commissioner may attempt to settle any complaint. Except where otherwise required by the *Public Inquiries Act*, the Commissioner shall provide a copy of the complaint and supporting material to the member with a request for a written response to the allegation within ten days and provide a copy of such response to the complainant with a request for a written response also within ten days.

Investigations

After the presentation of the information report to Council, the Integrity Commissioner shall take all steps necessary to promptly investigate the complaint within his or her jurisdiction, including entering any City office for such purpose and consultation with City staff with access to all information and records described in subsections 3 and 4 of section 223.4 of the *Municipal Act* and may retain independent professional services if required.

The Integrity Commissioner shall make every effort to complete an investigation within 30 days.

If the Integrity Commissioner requires more than 30 days to complete an investigation, the following shall be notified accordingly:

1. The complainant;
2. The individual to whom the complaint relates
3. The Mayor in the case of a complaint concerning another member; or the individual who was acting mayor at the time of the allegation in the case of a complaint concerning the Mayor.

A complaint involving an alleged contravention that has already been thoroughly investigated will not be re-investigated unless new evidence is presented.

Reporting the Results of an Investigation

The Integrity Commissioner shall report his/her findings to an open meeting of Council. Where the inquiry relates to a local board the report will be submitted both to Council and to the local board.

If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

The Commissioner shall give a copy of the final report to the complainant and the member whose conduct is concerned 15 days prior to the Council meeting at which it will be considered.

At the time of the Integrity Commissioner's report to Council the identity of the person who is the subject of the complaint shall not be treated as confidential information if the Integrity Commissioner finds that a breach has occurred.

Actions by Council

In reviewing the final report Council will determine whether it will impose any of the following penalties on a member if the Integrity Commissioner reports that it is his/her opinion that the member has contravened the Code:

1. Issue a motion of reprimand;
2. Suspension of the remuneration paid to the member in respect of his or her services as a member for a period of up to 90 days;
3. Request the member involved to return any gift or benefit received in contravention of the Code of Conduct;
4. Request the member involved to repay the value of the benefit;
5. Remove the member from committee or local board appointments;
6. Request an apology; or
7. Withhold confidential materials/matters for a period of time.

All reports to Council by the Integrity Commissioner on the investigation of complaints are public documents.

The Integrity Commissioner shall be responsible for ensuring the above procedures are followed with respect to requests for inquiries and for conducting investigations. City Council shall be responsible for determining penalties where appropriate.

Protection from Retaliation

Any employee who files a complaint of a contravention of the Code of Conduct will not be subjected to any form of penalty or reprisal provided the complaint is made in good faith and in the reasonable belief of the complainant that a contravention of the Code has occurred.

Limitation Period

The Integrity Commissioner shall not proceed with an inquiry in regard to a complaint more than 60 days after the event or series of events which are the subject matter of the complaint were discovered by the complainant. An event or series of events is discovered on the earlier of the date upon which the complainant first knew:

- that the event(s) had occurred and by whom; and
- that the event(s) may have constituted a contravention of the Code.

The onus of proof as to the date of discovery lies with the complainant.

Where the Integrity Commissioner decides not to proceed with an investigation of a complaint received more than 60 days after the date when the event(s) occurred, the Integrity Commissioner shall prepare and file a report setting out that decision.

Complaints in Municipal Election Years

Despite any other provision of this process, if the Commissioner has not completed an inquiry before nomination day for a regular election as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day.

If an inquiry is so terminated, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board.

Appendix "B"

Request for Investigation Code of Conduct for Members of Council and Local Boards

Name of Requestor:	
Address:	
Telephone:	
Email address:	
It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.	
I,	<i>(full name)</i>
of	<i>(municipality of residence)</i>
in the Province of Ontario, MAKE OATH AND SAY (or affirm)	
1. I have personal knowledge of the facts as set out in this affidavit.	
2. I have reasonable and probable grounds to believe that:	
<i>(specify name of member of Sault Ste. Marie City Council or local board)</i>	
has contravened section(s)	<i>(specify)</i>
of the Code of Conduct for Members of Council and Local Boards.	
The particulars are as follows: <i>Provide information such as date, time, location of conduct, names of all persons involved, including witnesses, and information as to how they can be reached. If you require more space attach a second page.</i>	
3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.	
Attached are copies of documents and records relevant to the requested inquiry.	
SWORN (or affirmed) before me at the City of Sault Ste Marie, in the District of Algoma, this day of 20	
A Commissioner, etc.	
	Requestor's signature

Deliver request to: City Clerk's Department, Civic Centre, 99 Foster Drive, Sault Ste. Marie ON P6A 5X6

It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.

Schedule "A" to the Affidavit of

[illegible]

Schedule "A" referred to in the affidavit of

Sworn before me this day of 20

A Commissioner, etc.

Appendix "C"

Request for Advice

Note: Should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Request for Advice

Name of Requestor:	
Address:	
Telephone:	
Email address:	
Advice requested (Provide as much detail as possible relating to the issue. Attach second page if required.)	
Signature of Requestor	Date received by Integrity Commissioner
Date	Date reply issued

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-243

STREETS: (S4.2) A by-law to re-adopt Official Street Names List.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 2017-243**

Schedule "A" to this by-law is the Official List of Street Names for The Corporation of the City of Sault Ste. Marie.

2. **BY-LAW 2017-5 REPEALED**

By-law 2017-5 is hereby repealed.

3. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

OFFICIAL SAULT STE. MARIE, ONT. STREET NAMES LIST

SCHEDULE "A" to BY-LAW 2017-243

LAST REVISED: December 4, 2017

DATE PRINTED: December 4, 2017

Official Street Name	Map Location Index
A	
Abbott Street	M7
Adelaide Street	L6
Adeline Avenue	P6
Admiral Drive	J5
Adrian Drive	P7
Airport Road	E7
Alagash Drive	F10
Albert Street East	M7
Albert Street West	L7
Alberta Avenue	M7
Albion Street	N7
Alden Road	J5
Alexandra Street	L7
Alfred Street	K5
Algoma Avenue	M7
Allard Street	N6
Allen Street	L7
Allen's Side Road	I5
Alpine Street	J5
Alworth Place	N7
Amber Street	P7
Amherst Street	J5
Amy Avenue	P6
Anderson Road	I5
Andrew Street	L7
Angelina Avenue	O7
Anich Road	J3
Anita Boulevard	M6
Anna Street	P6
Appaloosa Avenue	I5
Arabian Court	I5
Arbor Drive	J5
Arcade Street	J5
Arden Street	J5
Argyle Road	N8
Arizona Avenue	O7
Aronson Drive	L3
Arthur Street	O8
Ascot Avenue	J5
Ashgrove Avenue	P7
Asquith Street	J6
Assunta Drive	J5
Atlantic Street	M7
Atlas Street	O8
Atwater Street	J5
Aubin Road	I3
Autumn Drive	P7
Avery Road	I4
Avon Avenue	J5
B	
Backcountry Court	N3
Bainbridge Street	L6
Balsam Lane	L4
Barber Boulevard	P8
Barrett Street	L5
Barton Street	G8
Base Line	J6
Base Line A	H7
Bay Road	Q7
Bay Street	M8
Bay Street West	L7
Beatrice Street	M7
Beaumont Avenue	L4
Beech Street	M6
Bell Avenue	M8
Bellevue Avenue	M7
Bennett Boulevard	O8
Beverley Street	L7
Biggings Avenue	M8
Bingham Street	M7
Birch Street	M7
Birchland Court	N7
Birchwood Street	P8
Birkshire Place	N4
Bishop's Court	N8
Bitonti Crescent	L5
Black Road	O7
Blake Avenue	M7
Bloor Street West	L6
Blucher Street	L7
Blue Jay Court	N6
Bluffs Drive East	K3
Bluffs Drive West	K3
Boehmer Boulevard	N6
Bonney Street	K6
Borden Avenue	J6
Borron Avenue	M7
Boston Avenue	N7

B Cont.	
Boundary Road	P7
Bowker Street	P7
Boydell Place	L6
Breton Road	N7
Bridlepath Court	N5
Brien Avenue	N7
Bristol Place	P7
Broad Street	P7
Broadview Drive	J5
Brock Street	M7
Brookfield Avenue	J6
Broos Road	I5
Brown Street	L7
Bruce Street	M7
Brule Road	K3
Brunswick Avenue	K5
Burton Road	O7
Bush Street	L6
Byrne Avenue	L6
C	
Cabot Crescent	M5
Caddy Avenue	O8
Caesar Road	O7
Caledon Street	N6
Cambridge Place	O7
Cameron Avenue	M7
Cameron Lane	M8
Campbell Avenue	N7
Canal Drive	L7
Capp Avenue	O7
Carlbert Street	P8
Carleton Avenue	L6
Carmel Road	O7
Carmen's Way	L6
Carol Court	P7
Carpin Beach Road	G6
Cartier Street	N7
Carufel Avenue	K6
Case Road	P3
Cathcart Street	L7
Cedar Street	M7
Cedarwood Drive	N5
Celene Court	P7
Centennial Avenue	P8
Central Creek Drive	K5
Central Park Avenue	L7
Central Street	K6
Centre Street	P7
Chambers Avenue	P7
Champlain Street	M6
Channelview Lane	E10
Chapple Avenue	N6
Charles Street	L6
Charlotte Drive	N7
Chartwell Drive	P7
Chatfield Drive	L5
Chelten Avenue	K5
Cheshire Road	K5
Chestnut Street South	M7
Chestnut Street	M7
Chicora Crescent	P7
Chippewa Street	J5
Chlebus Street	N7
Church Street	M8
Churchill Avenue	L5
Churchill Boulevard	N8
Clement Street	O7
Clergue Street	M6
Cody Point Court	L6
Collins Avenue	O8
Conmee Avenue	L6
Connaught Avenue	K6
Connor Road	P2
Cooper Street	K5
Copernicus Drive	P7
Corey Avenue	P6
Cornwall Street	L6
Coronation Street	L3
Cottage Lane	G8
Coulson Avenue	N8
Country Club Place	O8
Courtney Crescent	P7
Crawford Avenue	N7
Creek Road	G4
Creery Avenue	N7
Crestview Court	N5
Crestwood Avenue	P8
Crimson Ridge Drive	K3
Cumberland Avenue	K6
Cunningham Road	N7
Curran Drive	N7

D	
D'Youville Road	M8
Dablon Street	N6
Dacey Road	Q7
Dalglish Road	F10
Danby Road	N8
Dauphin Drive	P7
Dawson Avenue	L5
Dell Avenue	P8
Dennis Street	L7
Denwood Drive	P7
Des Chenes Drive	E10
Devon Road	K6
Diane Street	L5
Digby Crescent	J5
DiTommaso Court	N2
Doncaster Road	K5
Donna Drive	K5
Douglas Street	K6
Dovercourt Road	K6
Drake Street	O8
Drive In Road	M5
Dryden Avenue	J6
Dufferin Street	M7
Dundas Street	L6
Durban Road	J5
Dyment Street	K6
E	
Eagle Drive	N6
East Balfour Street	J6
East Braemar Bay	L4
East Champagne Drive	P8
East Dunrobin Bay	L4
East Perth Bay	L4
East Street	M8
Eastern Avenue	P7
Eastwood Street	N5
Eden Square	J6
Edinburgh Street	L7
Edison Avenue	K5
Edmonds Avenue	K5
Edward Street	N8
Elaine Court	P7
Elgin Street	M7
Elizabeth Street	N7
Elliott Road	L5
Ellis Road	I6
Elm Avenue	M6
Elmwood Avenue	M6
Erie Street	G8
Essex Lane	P8
Estelle Street	L6
Euclid Road	M7
Everett Street	L5
F	
Fairmount Drive	O7
Fairview Avenue	L5
Falldien Road	Q7
Farquhar Street	P7
Farwell Terrace	L6
Fauquier Avenue	M7
Ferguson Avenue	N7
Ferris Avenue	M7
Fields Square	O7
Fifth Avenue	K6
Fifth Line East	O3
Fifth Line West	L3
Findlay Drive	N7
First Avenue	K6
Fish Hatchery Road	O3
Florwin Drive	O8
Foothill Road	J4
Ford Street	O8
Forest Avenue	N7
Fort Creek Drive	M5
Foster Drive	M8
Fournier Road	Q6
Fourth Avenue	K6
Fourth Line East	M4
Fourth Line West	K3
Foxborough Trail	N5
Francis Street	M7
Franklin Street	L6
Front Street	M8
Frontenac Street	Q6

G	
Gagnon Road South	D7
Garden Avenue	O8
Garth Street	G8
Gehrig Drive	N6
George Lane	L7
George Street North	L7
George Street South	L7
Georgina Street	O8
Gibbs Street	P7
Gillies Street	L6
Gladstone Avenue	M7
Gladwyn Road	M6
Glasgow Avenue	J6
Glen Avenue	P8
Glengary Gate Crescent	N4
Glenholme Drive	O8
Glenwood Avenue	P7
Gloucester Street	L7
Goetz Street	K6
Golf Range Crescent	O8
Gordon Avenue	M8
Gore Street	L7
Gouin Street	M8
Goulais Avenue	J6
Grace Street	M7
Grand Boulevard	M6
Grandhaven Crescent	M6
Grandmont Crescent	M6
Grandriver Crescent	M6
Grandview Avenue	M6
Grandville Crescent	M6
Grandy Road	M6
Grangemill Road	M6
Granite Street	M6
Gravelle Street	O8
Great Northern Road	M4
Greene Street	P6
Greenfield Drive	L4
Greenview Court	P8
Greenview Lane	P8
Griffon Street	P7
Grosvenor Avenue	M7
H	
Hadley Park	N8
Hamilton Avenue	M7
Hampton Road	K5
Hardiman Avenue	M6
Hardwood Street	P7
Hare Avenue	J6
Hargreaves Avenue	M6
Harriet Street	F10
Harris Street	L3
Harry Street	M6
Harten Street	N8
Haviland Crescent	N7
Hawthorne Avenue	M7
Headway Street	P8
Healy Street	O8
Hearst Street	M7
Heath Road	P8
Heavenor Street	N8
Henrietta Avenue	L6
Henry Street	K5
Herbert Street	M7
Herkimer Street	G7
Herrick Street	M8
Hess Street	G8
Highcrest Street	M5
Highland Court	M5
Hill Street	L5
Hillside Drive	L5
Hocking Avenue	K6
Holden Street	L5
Hood Street	J4
Hudson Street	L7
Hughes Street	M7
Hugill Street	O8
Huntington Park	O8
Huron Street	L7
Hussey Street	O8
Hynes Street	M8
I	
Idaho Drive	O7
Illinois Avenue	O7
Indiana Drive	O7
Industrial Court A	M5
Industrial Court B	M5
Industrial Park Crescent	M5
Irwin Avenue	O7

J	
James Street	L7
Jean Avenue	P6
Jemmette Street	P7
Joel Court	P7
John Street	L7
Johnson Avenue	L5
Joseph Street	P7
K	
Kehoe Avenue	L6
Ken Danby Way	L8
Kensington Terrace	N8
Kent Avenue	N6
Kent Crescent	L4
Kerr Drive	P7
Keys Street	K5
Killarney Road	N5
King Street	M7
Kingsford Road	K5
Kingsmount Boulevard	O7
Kitchener Road	M6
Knox Avenue	M6
Kohler Street	M8
Konkin Avenue	L4
Koprash Court	N7
Korah Road	K5
L	
LaBelle Avenue	N7
Laird Street	M7
Lake Street	O7
Lang Court	M5
Lamming Avenue	K5
Lamvil Court	I5
Landslide Road	P4
Langdon Crescent	M6
Langdon Road	K5
Lansdowne Avenue	M7
LaRonde Avenue	N7
LaSalle Court	M5
Laura Street	L6
Laurentian Drive	N6
Laurier Avenue	J6
Laurier Place	M6
Lawson Avenue	P6
Leigh's Bay Road	H5
Lennox Avenue	L6
Leo Avenue	N8
Leslie Street	N6
Letcher Street	K6
Lethbridge Street	L4
Lewis Road	O7
Lidstone Street	L5
Linstedt Street	N7
Lloyd Street	L5
London Street	M7
Lorna Drive	P8
Lorraine Avenue	O7
Lothian Avenue	M6
Louise Avenue	P8
Lucy Terrace	M8
Lynn Road	M7
Lyons Avenue	L6
M	
MacDonald Avenue	N7
MacMurray Avenue	P7
Macnamara Drive	M5
Madeleine Street	O8
Madison Avenue	N5
Maki Road	I4
Malabar Drive	N6
Manilla Terrace	L7
Manitou Drive	P6
Manor Road	N8
Maple Street	M7
March Street	M7
Marconi Street	N7
Maretta Street	L6
Margaret Street	O8
Mark Street	O8
Market Street	P7
Marsh Street	L6
Martingale Court	N5
Marwayne Avenue	N6
Mary Avenue	M5
Mayfair Avenue	L4
McAllen Street	J7
McCrea Street	N8
McCulloch Street	K5
McDougald Street	M7
McFadden Avenue	K6
McGregor Avenue	N8
McKenzie Avenue	K6
McLean Court	L6
McMeeken Street	N8
McNabb Street	O7

M Cont.	
McNeice Street	P8
McPhail Avenue	N8
McQueen Road	J4
Meadow Lane	O7
Meadow Park Crescent	O7
Megginson Drive	P7
Melrose Avenue	M7
Melville Road	P7
Metzger Street	K6
Millcreek Drive	N5
Millstream Drive	N5
Millennium Court	L5
Millwood Street	P8
Moluch Street	N7
Montcalm Road	M5
Montgomery Avenue	N7
Moody Street	P7
Morin Street	L6
Morgan Court	K5
Morrison Avenue	M6
Moss Road	K4
Mount Pleasant Court	I4
Muriel Drive	Q7
Murphy Street	Q7
Murray Street	P7
Murton Avenue	K6
N	
Nelson Street	L6
Nettleton Street	L3
Newcastle Drive	J5
Niagara Drive	M5
Nichol Avenue	K5
Nicolas Avenue	O7
Nino Drive	M6
Nixon Road	I6
Nokomis Beach Road	C9
Norden Crescent	N7
North Eden	J6
North Street	M6
Northern Avenue East	M6
Northern Avenue West	M6
Northland Road	L6
Northridge Road	M5
Northwood Street	N5
O	
Oak Park Crescent	P8
Oakbine Avenue	M6
Oakland Avenue	M7
Oakwood Drive	N7
Ohio Drive	O7
Old Garden River Road	N5
Old Goulais Bay Road	L4
Old Highway 17 North	N2
Ontario Avenue	N7
Oregon Road	O7
Oriole Street	J4
Orion Street	N7
Oryme Avenue	M6
Oxford Street	M7
P	
Pageant Drive	N7
Palace Drive	N6
Paladin Avenue	N7
Palomino Drive	I5
Panoramic Drive	N6
Par Avenue	P8
Paradise Avenue	N7
Parasol Crescent	N6
Pardee Avenue	M7
Park Place Court	N6
Park Place Drive	N6
Park Street	P7
Parkdale Drive	O8
Parkelane Court	E7
Parker Avenue	N7
Parkewood Drive	F7
Parkinworth Place	Q7
Parkland Crescent	Q7
Parkshore Court	P8
Parkshore Drive	P8
Parkview Court	N6
Parliament Street	L6
Partridge Court	O6
Passmore Road	N6
Patricia Avenue	K6
Patrick Street	L6
Peach Drive	N6
Peacock Crescent	N6
Peer Street	Q6
Pelican Drive	N6
Penno Road	L5
Pentagon Boulevard	N7
Peoples Road	L5

P Cont.	
Pilgrim Street	M8
Pim Street	M7
Pine Shore Drive	F9
Pine Street	N7
Pinemore Boulevard	N6
Pinto Drive	I5
Pittsburgh Avenue	J6
Placid Avenue	N7
Plaintree Drive	N6
Pleasant Drive	N6
Plummer Court	O6
Pointe Aux Pins Drive	F10
Pointe Des Chenes Crescent	E10
Pointe Louise Drive	F10
Pond Street	K5
Poplar Avenue	N7
Portage Lane	L7
Powley Road	N3
Pozzebon Crescent	L5
Prentice Avenue	K6
Pretoria Hill	J5
Primrose Drive	N6
Prince Charles Crescent	O6
Princess Crescent	N7
Princeton Drive	N6
Promenade Drive	N7
Putney Road	N7
Q	
Queen Street East	P8
Queen Street West	L7
Queensgate Boulevard	Q7
R	
Railroad Avenue	M7
Ranger Street	J4
Rankin Road	P7
Ransome Drive	I6
Ravina Street	N7
Raymond Street	K6
Red Pine Drive	F9
Red Rock Road	G1
Reid Street	M6
Retta Street	O8
Rex Avenue	I6
Richmond Place	J5
River Road	Q7
Riverin Avenue	P6
Riverside Drive	O8
Riverview Avenue	N8
Ro Von Court	M5
Robin Street	P7
Rockport Road	J5
Ron Francis Way	M8
Roosevelt Avenue	J6
Rosedale Place	M7
Rosita Street	I6
Ross Street	P7
Rossmore Road	K5
Routledge Avenue	N7
Rowell Avenue	J6
Royal Road	J5
Royal York Boulevard	Q7
Royce Avenue	I6
Ruscio Crescent	Q6
Rush Avenue	N6
Rushmere Drive	J5
Russ Ramsay Way	M8
Ruth Street	L6
S	
Sackville Road	M6
Salisbury Avenue	M7
Sand Road	F9
Schultz Side Road	N2
Second Avenue	K6
Second Line East	N5
Second Line West	K5
Selby Road	K5
Selkirk Road	M5
Seventh Avenue	K6
Seventh Line East	N1
Shafer Avenue	L6
Shannon Road	O8
Sharon Crescent	N6
Shatruck Drive	C7
Sheppard Street	N8
Sherbourne Street	L6
Sherbrook Drive	L5
Sherwood Parkway	L5
Shingwauk Street	O8
Shingwauk Drive	O8
Shore Drive	N8
Shoreview Court	Q7
Short Street	L6
Silver Birch Drive	O7
Silverdale Avenue	L5

S Cont.	
Simcoe Street	G8
Simon Avenue	P8
Simpson Street	N7
Sinclair Drive	P6
Sinclair Street	L7
Sisson Street	N7
Sixth Avenue	K6
Sixth Line East	O2
Sixth Line West	G2
Smale Avenue	N7
Snowden Crescent	K5
Snowden Street	K5
Softwood Drive	Q7
South Eden	J6
South Gladstone Avenue	M7
South Market Street	P7
Southwood Drive	N5
Spadina Avenue	J6
Spring Street	M7
Spruce Street	M7
St. Andrew's Terrace	L6
St. Basil's Drive	J5
St. George's Avenue East	M7
St. George's Avenue West	L6
St. James Street	L7
St. Mary's Avenue	M6
St. Mary's River Drive	L7
St. Michael's Square	J5
St. Patrick Street	L6
St. Thomas Street	M8
Stanley Street	N8
State Street	O7
Stevens Street	M6
Strand Avenue	M6
Summit Avenue	M7
Sunlea Street	J5
Sunnydale Road	L5
Sunnyside Beach Road	C8
Sunset Court	I6
Sunset Drive	I6
Superior Drive	M5
Sussex Road	K5
Sutton Place	P7
Swartz Street	L6
Sydenham Road	K5
T	
Taber Street	O8
Tadcaster Place	N6
Tallack Boulevard	L4
Talon Avenue	Q6
Talwood Drive	N6
Tamarack Avenue	Q6
Tancred Street	L7
Taskar Drive	P8
Teal Avenue	Q7
Terrance Avenue	N5
Terry Fox Place	P7
Texas Avenue	O7
The Crescent	M7
The Drive	N7
Third Avenue	K6
Third Line East	L4
Third Line West	J4
Thorneloe Crescent	O8
Tilley Road	N6
Toronto Street	L7
Towers Street	M8
Town Line Road	G6
Trelawne Avenue	M7
Trunk Road	O7
Tuckett Street	O7
Turner Avenue	K6
U	
Upton Road	N7
V	
Val Street	P8
Valhalla Place	O8
Van Daele Street	M6
Varsity Avenue	P8
Venn Street	J4
Vera Avenue	P6
Victor Emmanuel Avenue	K6
Victoria Avenue	N8
Victoria Street	G8
Village Court	N6
Vivian Avenue	K6
W	
Wallace Terrace	K6
Walls Side Road	C6
Walnut Street	M6
Walters Street	K5
Wardell Road	J4
Warren Avenue	I6

W Cont.	
Wawanosh Avenue	M6
Wayne Court	P7
Weeks Street	P7
Welcome Avenue	O8
Weldon Avenue	N7
Wellington Street East	M7
Wellington Street West	L6
Wemyss Street	M7
Wentworth Street	G8
West Balfour Street	J6
West Braemar Bay	L4
West Dunrobin Bay	L4
West Perth Bay	L4
West Street	L7
Westchester Drive	J5
Westgate Drive	J5
Westridge Road	M5
Westwood Crescent	N5
White Pine Court	N3
White Oak Drive East	M6
White Oak Drive West	M6
Whitney Avenue	J6
Wiber Street	P6
Wigle Street	M4
Wilcox Avenue	M7
Wilderness Court	N3
Wilding Avenue	K6
Wildwood Avenue	K5
Wilks Street	I5
Williams Street	Q7
Willoughby Street	N6
Willow Avenue	N6
Willowdale Street	Q7
Wilson Street	M7
Windsor Street	N7
Windsor Trail	N5
Winfield Drive	J5
Winston Avenue	K5
Wishart Park Road	N4
Wireless Avenue	N7
Woodcroft Avenue	K6
Woodhurst Drive	M5
Woodlawn Avenue	Q7
Wood Park Court	I7
Woodward Avenue	M8
Wright Street	K6
Y	
Yates Avenue	J6
York Street	L6
Young Street	K6

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-244

STREET ASSUMPTION: (PR7.1) A by-law to assume for public use and establish as a public street that portion of Keys Street described as PIN 31597-0075 (LT) PT KEYS ST PL 2674 KORAH BTN THIRD LINE W & PINE ST ABUTTING LTS 141 TO 160 PL 2674; CITY OF SAULT STE. MARIE, Brooks 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 more particularly described as that portion of Keys Street described as PIN 31597-0075 (LT) PT KEYS ST PL 2674 KORAH BTN THIRD LINE W & PINE ST ABUTTING LTS 141 TO 160 PL 2674; CITY OF SAULT STE. MARIE, Brooks Subdivision.

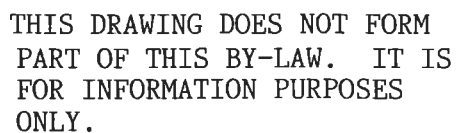
2. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2017-245

STREET CLOSING & CONVEYANCE: (PR7.1) A by-law to stop up, close and authorize the conveyance of a portion of Keys Street in the Brooks Subdivision, Plan 2674.

WHEREAS the street more particularly described as that portion of Keys Street described as PIN 31597-0075 (LT) PT KEYS ST PL 2674 KORAH BTN THIRD LINE W & PINE ST ABUTTING LTS 141 TO 160 PL 2674; CITY OF SAULT STE. MARIE, Brooks Subdivision was established as a public street and assumed for public use by By-law 2017-244;

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The street more particularly described as that portion of Keys Street described as PIN 31597-0075 (LT) PT KEYS ST PL 2674 KORAH BTN THIRD LINE W & PINE ST ABUTTING LTS 141 TO 160 PL 2674; CITY OF SAULT STE. MARIE, Brooks Subdivision, 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.

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-246

REGULATIONS: (R1.1) A by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate the Last Minute Late Night Event held by the Downtown Association from 4:00 p.m. to 11:00 p.m. on Friday, December 15, 2017.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the Last Minute Late Night Event held by the Downtown Association from 4:00 p.m. to 11:00 p.m. on Friday, December 15, 2017 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of December, 2017

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2017\2017-246 - Last Minute Late Night Event Noise Exemption.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-247

LANE/STREET ASSUMPTION: (PR1.33) A by-law to assume for public use and establish as a public lane, that part of a lane described as PIN 31576-0010 (LT) PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648, Hudson Bay Subdivision and to assume for public use and establish as a public street, that part of Hudson Street described as Part PIN 31576-0329 (LT) PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE.

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. **LANE/STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, that part of a lane described as PIN 31576-0010 (LT) PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648, Hudson Bay Subdivision, and to assume for public use and establish as a public street, that part of Hudson Street described as Part PIN 31576-0329 (LT) PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE.

2. **EFFECTIVE DATE**

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

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-247 ASSUME LANE HUDSON BAY SUBDIVISION ASSUME PT HUDSON ST.DOC

PLAN 18 - (PROPOSED)

1. Pt. Hudson Street
Pt. Lane Hudson Bay Subdivision

3. Property Abutting Carmen's Way

374
 10-100-200 15300/PS-101
 LOTS 13 TO 44 BOTH INCLUSIVE
 PART OF LOT 45
 THOMPSON STREET AS CLOSED AND
 16 FT LANE AS CLOSED
 FIFTEEN HURON AND HUDSON STREETS
 GROSSFELDER PLAN NO. 4175

407
LOTS 1 TO 12 BOTH INCLUSIVE
AND 10 AND 20 FT LANES AS CLOSED
REGISTERED PLAN NO. 3965

AMN
LOTS 13 TO 15 BOTH INCLUSIVE
NORTH SUPERIOR STREET
PART OF LOT 13 AND
LOTS 14 TO 18 BOTH INCLUSIVE
SOUTH MURRAY STREET

HUDSON STREET AS CLOSED
BETWEEN SUPERIOR AND MURRAY STREETS

IN THE
ORIGINAL TOWN PLOT
OF THE
CITY OF SAINT STE MARIE
COUNTY OF ALABAMA

1987-1988

	0 PINS	1 CITY PINS	2 OTHER PINS
0 PINS			
1 CITY PINS			
2 OTHER PINS			

4. 395 Queen Street East

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-249

PROPERTY: (PR1.33) A by-law to declare the City owned property described in PIN 31578-0173 (LT) and PIN 31578-0196 (LT), and more particularly described in Schedule “A” attached hereto, being the former Sinclair Street, as surplus to the City’s needs and to authorize the disposition of the said property to the Federal Bridge Corporation Limited (formerly St. Mary’s River Bridge Company).

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Federal Bridge Corporation Limited (formerly St. Mary’s River Bridge Company) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-249 SALE OF PROPERTY SINCLAIR STREET.DOC

SCHEDULE "A" TO BY-LAW 2017-249

PURCHASER: FEDERAL BRIDGE CORPORATION LIMITED
(FORMERLY ST. MARY'S RIVER BRIDGE
COMPANY)

ADDRESS: FORMER SINCLAIR STREET
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN 31578-0173 (LT) PT LT 15 S/S MURRAY ST, 16
S/S MURRAY ST, 15 N/S SUPERIOR ST, 16 N/S
SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS
IN RY22821 (SECONDLY, THIRDLY & FOURTHLY)
& AS IN T113494 EXCEPT T149152, T339457 & PT
7 1R2137, CLOSED BY BYLAW AL158973; S/T
RY48557, T360047, T361971, T84473, T386646 &
T113565, T129342; SAULT STE. MARIE and PIN
31578-0196 (LT) PT LT 16 N/S SUPERIOR ST PL
TOWN PLOT OF ST. MARY'S PT 7 1R2137; SAULT
STE. MARIE.

CONSIDERATION: \$1.00

PLAN 18 - (PROPOSED)

1. Pt. Hudson Street
Pt. Lane Hudson Bay Subdivision

3. Property Abutting Carmens Way

374
 10-100-200 15300/PS-101
 LOTS 13 TO 44 BOTH INCLUSIVE
 PART OF LOT 45
 THOMPSON STREET AS CLOSED AND
 16 FT LANE AS CLOSED
 FIFTEEN HURON AND HUDSON STREETS
 GROSSFELDER PLAN NO. 4175

407
LOTS 1 TO 12 BOTH INCLUSIVE
AND 10 AND 20 FT LANCES AS CLOSED
REGISTERED PLAN NO. 3965

AMN
LOTS 13 TO 15 BOTH INCLUSIVE
NORTH SUPERIOR STREET
PART OF LOT 13 AND
LOTS 14 TO 18 BOTH INCLUSIVE
SOUTH MURRAY STREET

HUDSON STREET AS CLOSED
BETWEEN SUPERIOR AND MURRAY STREETS

IN THE
ORIGINAL TOWN PLOT
OF THE
CITY OF SAINT STE MARIE
COUNTY OF ALABAMA

[illegible]

P. PINS

100

OTHER CASES

4. 395 Queen Street East

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-250

PROPERTY: (PR1.33) A by-law to declare the City owned property described in PIN 31578-0170 (LT) and more particularly described in Schedule "A" attached hereto, which includes civic 514 Queen Street West, as surplus to the City's needs and to authorize the disposition of the said property to the Federal Bridge Corporation Limited (formerly St. Mary's River Bridge Company).

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Federal Bridge Corporation Limited (formerly St. Mary's River Bridge Company) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2017-250

PURCHASER: FEDERAL BRIDGE CORPORATION LIMITED
(FORMERLY ST. MARY'S RIVER BRIDGE
COMPANY)

ADDRESS: PROPERTY ABUTTING CARMEN'S WAY,
INCLUDING CIVIC 514 QUEEN STREET WEST
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PT PIN 31578-0170 (LT) PART OF GEORGE
STREET, TOWN PLOT OF ST. MARY'S, CLOSED
BY T127029 BEING PT 2 1R13276; PT LT 13
SOUTH OF MURRAY STREET, TOWN PLOT OF
ST. MARY'S BEING PT 1 1R13276; PT LT 12
NORTH OF SUPERIOR STREET, TOWN PLOT OF
ST. MARY'S BEING PTS 3, AND 4 1R13276; PT
LT 12 SOUTH OF MURRAY STREET, TOWN PLOT
OF ST. MARY'S BEING PT 5 1R13276; SAULT STE.
MARIE

CONSIDERATION: \$1.00

[illegible][illegible]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-251

PROPERTY: (PR1.33) A by-law to declare the City owned property described in PIN 31576-0024 (LT) and more particularly described in Schedule “A” attached hereto, being civic 395 Queen Street West, as surplus to the City’s needs and to authorize the disposition of the said property to the Federal Bridge Corporation Limited (formerly St. Mary’s River Bridge Company).

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule “A” hereto to the Federal Bridge Corporation Limited (formerly St. Mary’s River Bridge Company) or as otherwise directed at the consideration shown and upon conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\DRAFT BY-LAWS\DRAFT SURPLUS PROPERTY - 395 QUEEN STREET
WEST.DOC

SCHEDULE "A" TO BY-LAW 2017-251

PURCHASER: FEDERAL BRIDGE CORPORATION LIMITED

ADDRESS: 395 QUEEN STREET WEST
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN 31576-0024 (LT) LT 19 S/S SUPERIOR ST, 20
2/S SUPERIOR ST, 21 S/S SUPERIOR ST, 22 S/S
SUPERIOR ST, 23 S/S SUPERIOR ST, 24 S/S
SUPERIOR ST, 23 PORTAGE ST, 24 PORTAGE ST
PL TOWN PLOT OF ST. MARY'S; PT LT 19
PORTAGE ST, 20 PORTAGE ST, 21 PORTAGE ST,
22 PORTAGE ST PL TOWN PLOT OF ST. MARY'S;
PT PORTAGE ST PL TOWN PLOT OF ST. MARY'S
CLOSED BY RY5684, PT 1-8, 1R4514; S/T T433158,
T217657, T242063; S/T T241680, T242587,
T278276, T456523; SAULT STE. MARIE

CONSIDERATION: One Hundred Forty Thousand (\$140,000.00) Dollars

PLAN 18 - (PROPOSED)

1. Pt. Hudson Street
Pt. Lane Hudson Bay Subdivision

3. Property Abutting Carmen's Way

374
 10-100-200 15300/PS-101
 LOTS 13 TO 44 BOTH INCLUSIVE
 PART OF LOT 45
 THOMPSON STREET AS CLOSED AND
 16 FT LANE AS CLOSED
 FIFTEEN HURON AND HUDSON STREETS
 GROSSFELDER PLAN NO. 4175

407
LOTS 1 TO 12 BOTH INCLUSIVE
AND 10 AND 20 FT LANCES AS CLOSED
REGISTERED PLAN NO. 3965

AMN
LOTS 13 TO 15 BOTH INCLUSIVE
NORTH SUPERIOR STREET
PART OF LOT 13 AND
LOTS 14 TO 18 BOTH INCLUSIVE
SOUTH MURRAY STREET

HUDSON STREET AS CLOSED
BETWEEN SUPERIOR AND MURRAY STREETS

IN THE
ORIGINAL TOWN PLOT
OF THE
CITY OF SAINT STE MARIE
COUNTY OF ALABAMA

1987-1988

TYPE OF PIN	PERCENT OF TOTAL
RED PINS	100%
WHITE PINS	100%
OTHER PINS	100%

4. 395 Queen Street East

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-252

AGREEMENT: (PR1.33) A by-law to authorize the execution of the Agreement between the City and The Federal Bridge Corporation Limited (FBCL) for use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete and to repeal By-law 2016-201.

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 December 11, 2017 between the City and The Federal Bridge Corporation Limited (FBCL), a copy of which is attached as Schedule "A" hereto. This Agreement is for use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete.

2. **BY-LAW 2016-201 REPEALED**

By-law 2016-201 is hereby repealed.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

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

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

LICENCE AGREEMENT

AGREEMENT made this 11TH day of December, 2017

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

THE FEDERAL BRIDGE CORPORATION LIMITED
hereinafter referred to as the "FBCL"

WHEREAS the City is the registered owner in fee simple in possession of lands legally described in *Schedule "A"* to this Agreement (collectively referred to as the "Subject Property") and illustrated on the map attached as *Schedule "B"* to this Agreement;

AND WHEREAS the FBCL expressed to the City its desire to acquire the Subject Property to facilitate the construction and ongoing maintenance, occupation and use of a new International Bridge Plaza and accompanying infrastructure (the "Project") and the City is agreeable to same;

AND WHEREAS matters related to the conveyance of the Subject Property is in the process of being finalized;

AND WHEREAS the FBCL has commenced the Project and has advised that the International Bridge Plaza is ready for occupation, and further has and continues to occupy the Subject Property pending the property transfers;

AND WHEREAS, FBCL has requested a license to occupy the Subject Property until such time as the land transfers for the Subject Property are complete and the City is agreeable to same;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the terms and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree with each other as follows:

1. The City hereby grants FBCL and its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which they are responsible in law or any of them permission to enter onto the Subject Lands for the purpose of carrying out the Project and any other matters related directly or indirectly thereto (the "Licence"). The parties acknowledge that the Project commenced on October 22, 2013 and that FBCL has enjoyed the Licence created herein from the commencement of the Project on the basis of the terms set out in this Agreement.
2. The Licence created in Section 1 of this Agreement shall continue for a period of one (1) year, ending on December 31, 2018 or ending at such time as the lands comprising all of the Subject Property is transferred from the City to the FBCL, whichever occurs first.
3. FBCL shall be solely responsible for all costs, expenses and liabilities related to the Project, including but not limited to the construction, demolition, installation, operation, inspection, maintenance, occupation, use and any matters otherwise dealing with the Project, the International Bridge Plaza and its infrastructure, and any matters related directly or indirectly thereto.

4. FBCL shall be solely responsible for any and all maintenance responsibilities for the Subject Property, including but not limited to interior and exterior maintenance, snow removal and related activities and yard and grounds maintenance.
5. FBCL shall, at their own expense, ensure that it has obtained all necessary approvals and secured all necessary permits, plans, assessments, proposals, and studies, if any, for the Project and all matters related to this Licence Agreement. FBCL shall comply with all applicable Laws, By-Laws, Rules and Regulations of any governing body respecting the Project and all matters related to this Licence Agreement.
6. FBCL agrees to defend, fully indemnify and save harmless the City and its respective councilors, officials, officers, directors, employees, consultants, agents, successors and assigns from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them in respect of the Subject Property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of FBCL and/or its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law.
7. FBCL shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Project and this Licence Agreement, the intent being that the City shall be at no risk or expense to which it would not have been put had the Project not occurred or FBCL had not entered onto, used or occupied the Subject Property.
8. The parties acknowledge that the indemnities provided herein shall survive the termination of this Licence Agreement.
9. FBCL shall maintain for the term of this Agreement, which includes that period of time this Project commenced until such time as this Licence Agreement is terminated, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including automobile and commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million (\$5,000,000.00 CDN) Dollars per occurrence. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, which would reasonably be expected to be insured by such insurance, incurred, suffered or sustained in relation to or in connection with the Project. Commencing December 7, 2016 and going forward, the Policy shall further include a cross-liability clause, contractual liability coverage and the City as "Additional Insured". FBCL shall provide the City with proof of said insurance by way of a certificate of insurance upon request by the City.
10. FBCL acknowledges that the City has not provided any representation, warranty or other assurance regarding the suitability of the Subject Property or any part thereof, for the Project and the ongoing use and occupation of the Subject Lands. FBCL acknowledges that it has carried out an inspection of the Subject Property specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Subject Property on an "as is where is" basis.

11. The parties acknowledge and agree that FBCL does not have any proprietary right, title or interest in the Subject Property and that same is and shall remain the property, title and right of the City until the property transfers are complete.
12. The parties shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the other party.
13. This Licence Agreement and the recitals and Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.
14. The provisions of this Licence Agreement shall be binding upon, and enure to the benefit of the parties and their respective successors and (where applicable) permitted assigns. This Licence Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
15. This Licence Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

SIGNED, SEALED AND DELIVERED

[illegible]

**THE FEDERAL BRIDGE CORPORATION
LIMITED**

NAME:
TITLE:

NAME:
TITLE:

We have authority to bind the Corporation

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

The parties hereto acknowledge and agree that the City is the registered owner of the lands legally described as follows:

GEORGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY T127029 BTN QUEEN ST AKA SUPERIOR ST TOWN PLOT OF ST. MARY'S & ALBERT ST AKA MURRAY ST TOWN PLOT OF ST. MARY'S; LT 12 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 2 1R1177 MRO; PT LT 11 N/S SUPERIOR ST, 11 S/S MURRAY ST, 12 S/S MURRAY STREET, 13 S/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 1, 3 & 4 1R1177, PT 1 1R10605 SRO; SAULT STE. MARIE, PIN 31578-0170 (LT);

PT LT 15 S/S MURRAY ST, 16 S/S MURRAY ST, 15 N/S SUPERIOR ST, 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS IN RY22821 (SECONDLY, THIRDLY & FOURTHLY) & AS IN T113494 EXCEPT T149152, T339457 & PT 7 1R2137, CLOSED BY BYLAW AL158973; S/T RY48557, T360047, T361971, T84473, T386646 & T113565, T129342; SAULT STE. MARIE, PIN 31578-0173 (LT);

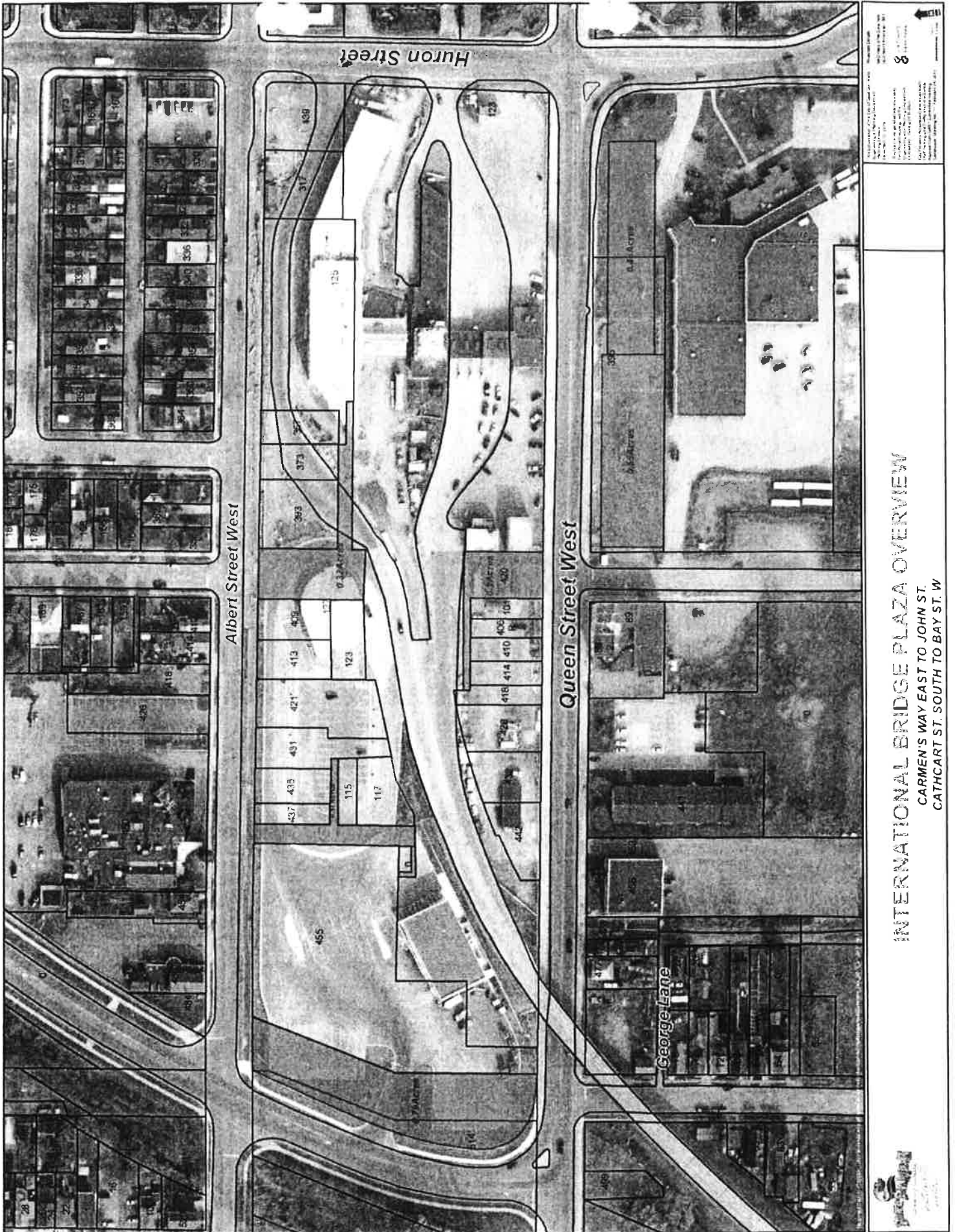
PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648; PT LANE PL 4175 ST. MARY'S CLOSED BY T441832, PT 1 1R10648; SAULT STE. MARIE, PIN 31576-0010 (LT);

PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE, PART OF PIN 31576-0329 (LT);

PART OF THE FOLLOWING PROPERTIES: LT 19 S/S SUPERIOR ST, 20 S/S SUPERIOR ST, 21 S/S SUPERIOR ST, 22 S/S SUPERIOR ST, 23 S/S SUPERIOR ST, 24 S/S SUPERIOR ST, 23 PORTAGE ST, 24 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT LT 19 PORTAGE ST, 20 PORTAGE ST, 21 PORTAGE ST, 22 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT PORTAGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY RY5684, PT 1 TO 8, 1R4514; S/T T433158, T217657, T242063; S/T T241680, T242587, T278276, T456523; SAULT STE. MARIE, PART OF PIN 31576-0024 (LT); AND

PT LT 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S PT 7 1R2137; SAULT STE. MARIE, PIN 31578-0196.

The parties further acknowledge and agree that these lands are collectively referred to as the "Subject Property" in this Licence Agreement.



INTERNATIONAL BRIDGE PLAZA OVERVIEW

CARMEN'S WAY EAST TO JOHN ST.
CATHCART ST. SOUTH TO BAY ST. W

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2017-248

LANE/STREET CLOSING & CONVEYANCE: (PR1.33) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Hudson Bay Subdivision and part of Hudson Street, Town Plot of St. Mary's.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2017-247; and

WHEREAS the street more particularly hereinafter described was established as a public street and assumed for public use by By-law 2017-247;

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. **LANE/STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The lane more particularly described as PIN 31576-0010 (LT) PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648, Hudson Bay Subdivision; and

The street more particularly described as that portion of Hudson Street described as PIN 31576-0329 (LT) PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE, having been assumed by the Corporation for public use, are hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same are 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 lane and street are 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 December, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

[illegible]