



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

Tuesday, February 20, 2018

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	14 - 28
Mover Councillor S. Myers Seconder Councillor M. Bruni	
Resolved that the Minutes of the Regular Council Meeting of 2018 02 05 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
3.1 Councillor M. Shoemaker - EDC and SSMIC MOU Update	
EDC is a client of law firm.	
4. Approve Agenda as Presented	
Mover Councillor S. Myers Seconder Councillor F. Fata	
Resolved that the Agenda for 2018 02 20 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Heritage Week	
Gord Smedley, recipient, 2017 Heritage Award	

- 5.2 Estonian Independence Day**
Ago Lehela, Chair, Estonian Association of Sault Ste. Marie
- 5.3 Easter Seals Month**
Carolyn Bunting O'Connor, Development Officer, Easter Seals Sault Ste. Marie
- 5.4 Sault Area Hospital** 29 - 56
Ron Gagnon, President and CEO
- 5.5 Animal Control By-law**
Julie Woodyer, Campaigns Director, Zoocheck
Paul Raymond Goulet, CEO, President and Chief Explainer, Little Ray's Reptile Zoo
Jonathan Poitras, Counsel for Spruce Haven Nature Park
- 6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
Mover Councillor S. Myers
Seconder Councillor M. Bruni
Resolved that all the items listed under date 2018 02 20 – Agenda item 6 – Consent Agenda be approved as recommended.
- 6.1 Tender for Microsoft Enterprise Licensing Agreement** 57 - 59
A report of the Manager of Purchasing is attached for the consideration of Council.
Mover Councillor S. Myers
Seconder Councillor M. Bruni
Resolved that the report of the Manager of Purchasing dated 2018 02 20 be received and that the tender submitted by Compugen Inc. for three (3) years of Microsoft Enterprise Licensing to be invoiced yearly in the amount of \$166,081.95 plus HST, subject to adjustment for the number of licenses required, for a total tendered amount of \$498,245.85 plus HST, be approved.
- 6.2 Property Tax Appeals** 60 - 62
A report of the Manager of Accounting & City Tax Collector is attached for the consideration of Council.
Mover Councillor S. Myers
Seconder Councillor M. Bruni
Resolved that the report of the Manager of Accounting & City Tax Collector

dated 2018 02 20 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

6.3 2018 Community Heritage Ontario Conference 63 - 78

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

Mover Councillor S. Myers
 Seconder Councillor F. Fata

Resolved that the report of the Deputy City Clerk dated 2018 02 20 concerning 2018 Community Heritage Ontario Conference be received and that the recommendation of the Conference and Major Special Events Committee to provide funding of \$5,000 be approved.

6.4 EDC and SSMIC MOU Update 79 - 103

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

The relevant By-laws 2018-33 and 2018-37 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5 Ontario Municipal Commuter Cycling Program Funding 104 - 106

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

The relevant By-law 2018-36 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.6 Request to Rename Foster Drive 107 - 108

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

Mover Councillor S. Myers
 Secunder Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2018 02 20 be received and that the recommendation not to rename Foster Drive be approved.

6.7 Environmental Assessment Reform 109 - 116

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

Mover Councillor S. Myers
 Seconder Councillor M. Bruni

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario (RCCAO) have successfully applied to have a review of the Municipal Class Environmental

Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act); and

Whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence; and

Whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions; and

Whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500; and

Whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process; and

Whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken; and

Whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Resolved that The Corporation of the City of Sault Ste. Marie requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs; and

Further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*; and

Further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.

6.8 Northern Avenue 117 - 118

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2018 02 20 be received and that the recommendation to raise the engineering fee limit for the Northern Avenue EA by \$45,000 to \$135,000, with funds to come from a \$45,000 reduction to the 2018 miscellaneous construction resurfacing budget be approved.

6.9 Waste-Free Ontario Act Update 119 - 125

A report of the Area Coordinator – Environmental Services is attached for the information of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Area Coordinator – Environmental Services dated 2018 02 20 concerning the Waste-Free Ontario Act Update be received as information.

6.9.1 *Additional Information* 126 - 128

6.10 *Curbside Waste* 129 - 133

A report of the Director of Public Works is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Director of Public Works dated 2018 02 20 be received and that Council direct staff to report to Council at a later date to seek approval of the framework for the upcoming Request for Proposal dealing with the provision of waste collection service for the City based on a split (hybrid) approach (Contractor and City areas balanced).

6.11 *Holiday Season – Curbside Bag Limits* 134 - 136

A report of the Manager – Waste Management is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Manager – Waste Management dated 2018 02 20 concerning the holiday season curbside bag limit be received and that the recommendation of doubling the maximum curbside set out limit as determined in By-Law 2004-68 or successor By-Laws for all future holiday seasons be approved.

6.12 *Removal of Driveway Windrows* 137 - 140

A report of the Deputy CAO, Public Works and Engineering Services is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Deputy CAO, Public Works and Engineering Services dated 2018 02 20 concerning the removal of driveway windrows be received and that recommendation to continue with the existing practice of driveway clearing as determined by Public Works supervisory staff though consideration of the guideline described in the report be approved.

6.12.1	Additional Information Provided Councillor Myers	141 - 142
6.12.2	<i>Further Information Provided by Councillor Myers</i>	143 - 147
6.13	Sale of 22 MacDonald Avenue	148 - 151
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2018-32 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.14	Sault Ste. Marie Model Aircraft Radio Control Club – Licence to Occupy City Property Agreement	152 - 154
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2018-31 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.15	Superior Seven Advertising Limited – Insurance Provision	155 - 156
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2018-34 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.16	<i>AG169- Fox Run Developments – Foxborough Trail</i>	157 - 158
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2018-40 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	
7.2	Corporate Services	
7.3	Community Development and Enterprise Services	
7.4	Public Works and Engineering Services	
7.5	Fire Services	
7.6	Legal	
7.6.1	Animal Care and Control By-law	159 - 161
	A report of the Solicitor/Prosecutor is attached for the consideration of	

Council.

The relevant By-law 2018-19 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor S. Butland
Seconder Councillor S. Myers

Whereas City Council has been presented with a report and recommendation around consolidation and revision of the City's animal-related by-laws and

Whereas without a statement of exemption or grandfathering being included in the proposed new bylaw, the current operation of Spruce Haven Nature Park would be in contravention of the bylaw and

Whereas the owners of Spruce Haven Nature Park have committed to winding down their operation and not accepting any new animals and do request that City Council allow the natural demise of the aging animals currently at the park and

Whereas for over 30 years the owners of Spruce Haven Nature Park have accepted and cared for sick and injured animals brought to them by residents of Sault Ste. Marie as refuge when no other options existed and conducted hundreds of educational outings for area schools,

Therefore be it resolved that City Council direct the Solicitor to include in the proposed new bylaw wording such that would exempt or grandfather Spruce Haven Nature Park from complying with any sections of the proposed new bylaw that would otherwise cause the operation to be in a state of non-compliance and

Further be it resolved that consideration be given to forming a written agreement between the City and Spruce Haven stating there will be no further expansion of the current business of Spruce Haven relative to the new animal care and control bylaw.

7.7 Planning

7.7.1 A-1-18-Z.OP – Ben Pino Investments Inc. – 435, 439, 459 Great Northern Road and 41 Industrial Park Crescent 162 - 179

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the Report of the Director of Planning and Enterprise Services, dated 2018 02 20 concerning Rezoning Application A-1-18-Z.OP be received and that Council approve the application and direct the Legal Department to prepare the necessary by-laws subject to the following conditions:

1. Approval of Official Plan Amendment No. 220 to re-designate a portion of the site (41 Industrial Park Crescent) from "Industrial" to "Commercial"

2. Rezone the subject property from “Highway Zone” (HZ) and “Medium Industrial” (M2) to “Shopping Centre Commercial Zone” (C5).
3. Reduce the required building setback from the westerly lot line from 15 m to 7.62 m.
4. Reduce the minimum parking requirement from 4.5 spaces per 100 m² to 4.25 spaces per 100 m².
5. Designate the property subject to site plan control pursuant to Section 41 of the Planning Act.

7.7.1.1 Additional Correspondence

180 - 188

7.8 Boards and Committees

8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council

8.1 Level III Residential Withdrawal Management Services

Mover Councillor S. Butland
 Seconder Councillor M. Bruni

Whereas Sault Area Hospital (SAH) has been operating a Level 1 Withdrawal Management Program and a 16 bed facility for over 40 years; and

Whereas this program and facility does not have the capacity to support the growing need for withdrawal management services in SAH catchment area; and

Whereas withdrawal management has been identified as a critical issue for our region and reviews by both the SAH and the North East LHIN have identified critical gaps in service; and

Whereas crisis visits to SAH related to substance related disorders have gone up dramatically every year since 2014; and

Whereas SAH has developed a business case for a Level III Residential Withdrawal Management Services including co-location of community and hospital mental health and addiction services with both day and evening programming and has made Application to the NELHIN for the necessary permission and funding to build the necessary facilities and operate the program;

Now Therefore Be It Resolved that City Council endorse a Level III Residential Withdrawal Management Services program and facility in the City of Sault Ste. Marie and call on the NELHIN and the MOHTLC to approve same without delay and further that the Mayor and staff support and assist SAH's application however it is determined helpful and requested by SAH.

8.2 Long Term Beds

Mover Councillor S. Butland
 Seconder Councillor S. Myers

Whereas there are long waiting lists for both Long Term Care beds and Supportive Housing beds in Sault Ste. Marie as demand far outweighs supply; and

Whereas the Province has announced its intention to fund 5,000 new long term care beds over the next 4 years and 30,000 new long term care beds over the next 10 years; and

Whereas Sault Ste. Marie has the least number of long term care beds per resident over the age of 75 of all large communities in the North East LHIN; and

Whereas the current percentage of the population in Sault Ste. Marie over the age of 75 is 10% versus a provincial average of 7% and the number of people over the age of 75 in Sault Ste. Marie is expected to grow by 29% by 2025; and

Whereas while the number of beds is not increasing, the demand for beds is consistently growing: the community is currently 450 beds short and will be over 600 beds short by 2021; and

Whereas Sault area Hospital (SAH) is working with various parties to develop options to address this shortage; and

Whereas it is important that Sault Ste. Marie has the necessary infrastructure and facilities to support its seniors and provide the best possible care for them;

Now Therefore Be It Resolved that City Council support SAH's efforts and assist SAH in developing the various options and project(s) to address this challenge, as and when requested by SAH, and lobbying the NELHIN and MOHLTC for the appropriate funding to establish and build additional long - term care facilities in Sault Ste. Marie.

8.3 RFP of Group Benefits Brokerage and Underwriting

Mover Councillor M. Shoemaker
Seconder Councillor O. Grandinetti

Whereas in 2017 Sault Ste. Marie put out a request for proposals for their liability insurance brokerage, underwriting and adjusting; and

Whereas the 2017 insurance RFP was the first time in a number of years that our insurance brokerage, underwriting and adjusting services had all been tested in the market; and

Whereas as a result of the 2017 insurance RFP, the City of Sault Ste. Marie is saving more than \$300,000 annually in insurance costs for the term of contract; and

Whereas it has been a number of years since Sault Ste. Marie put out a request for proposals on the brokerage and underwriting of their group benefits; and

Whereas putting out a request for proposals on the brokerage and underwriting of their group benefits is the best way to ensure value for the

taxpayers;

Now Therefore Be It Resolved that staff prepare a request for proposals for the brokerage and underwriting of the City's group benefits (both health and dental, as well as accident and disability insurance) in order to obtain the best value on these services for our residents.

8.4 Payday Lending By-law

Mover Councillor M. Shoemaker
Seconder Councillor S. Butland

Whereas the Province of Ontario has given municipalities the power to regulate the pay-day lending industry; and

Whereas Sault Ste. Marie has not yet approved any regulation for the pay-day lending industry; and

Whereas municipalities such as Hamilton, Ontario, are leading the way in pay-day lending regulation;

Now Therefore Be It Resolved that the City of Sault Ste. Marie Legal Department propose a by-law to the Council for the City of Sault Ste. Marie that, among other things, requires pay-day lending institutions to:

- Advertise in a prominent manner the cost of borrowing; and
- Provide to the borrower credit counselling brochures approved by the City of Sault Ste. Marie.

8.5 Electronic Invoicing

Mover Councillor O. Grandinetti
Seconder Councillor M. Shoemaker

Whereas most business transactions are now being completed electronically; and

Whereas there is significant cost savings in sending out tax bills, invoices electronically;

Now Therefore Be It Resolved that staff report back to Council as soon as possible on which area/department we could see the most cost savings by doing business electronically (email).

9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that all by-laws under item 11 of the Agenda under date 2018 02 20 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 2018-19 (Regulations) Animal Care and Control** 189 - 222
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2018-19 being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie be passed in open Council this 20th day of February, 2018
- 11.1.2 By-law 2018-31 (Agreement) Sault Ste. Marie Model Aircraft Radio Control Club** 223 - 227
- A report from the City Solicitor is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2018-31 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Model Aircraft Radio Control Club for the use of a portion of Leigh's Bay Road for a model aircraft radio controlled flying site, be passed in open Council this 20th day of February, 2018.
- 11.1.3 By-law 2018-32 (Property) Sale of 22 MacDonald Avenue** 228 - 229
- A report from the Assistant City Solicitor/ Senior Litigation Counsel is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2018-32 being a by-law to authorize the sale of surplus property being civic 22 MacDonald Avenue, legally described in PIN 31547-0002 (LT) to 2605046 Ontario Inc, In Trust (Joe Ruscio) be passed in open Council this 20th day of February, 2018.
- 11.1.4 By-law 2018-33 (Agreement) The Sault Ste. Marie Economic Development Corporation Funding** 230 - 241
- A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni

Resolved that By-law 2018-33 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Economic Development Corporation for funding be passed in open Council this 20th day of February, 2018.

11.1.5 By-law 2018-34 (Agreement) Superior Seven Advertising Limited 242 - 244

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that By-law 2018-34 being a by-law to authorize the execution of the Amending Agreement between the City and Superior Seven Advertising Limited to incorporate an insurance provision into the existing Licence to Occupy Agreement be passed in open Council this 20th day of February, 2018.

11.1.6 By-law 2018-36 (Agreement) Ontario Municipal Commuter Cycling Program Funding 245 - 316

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that By-law 2018-36 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program be passed in open Council this 20th day of February, 2018.

11.1.7 By-law 2018-37 (Agreement) The Sault Ste. Marie Innovation Centre Funding 317 - 327

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that By-law 2018-37 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Innovation Centre for funding be passed in open Council this 20th day of February, 2018.

11.1.8 By-law 2018-38 (Agreement) Insurance Company AON 328 - 464

Council Report was passed by Council resolution on January 22, 2018.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that By-law 2018-38 being a by law for general insurance services

for February 28, 2018 to February 28, 2021 be passed in open Council this 20th day of February, 2018.

11.1.9 *By-law 2018-40 (Property) Part Lot Control Exemption*

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that By-law 2018-40 being a by-law to designate part of Block 30, Plan IM-589, being Part 1 1R-13362 (Part Pin 31511-0315) in the Fox Run Subdivision - Phase 1, Sault Ste. Marie as an area not subject to part lot control be passed in open Council this 20th day of February, 2018

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 2018-35 (Streets) Name Change Part Shore Drive to Rotary Parkway* 465 - 465

Council Report was passed by Council resolution on February 5, 2018.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that By-law 2018-35 being a by-law to rename a portion of Shore Drive to Rotary Parkway (the access to Bellevue Park which forms the south leg of the intersection of Churchill Boulevard and Queen Street) be read the FIRST and SECOND time in open Council this 20th day of February, 2018.

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 S. Myers
Seconder Councillor F. Fata

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, February 5, 2018

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, P. Johnson, N. Kenny, S. Schell, D. McConnell, D. Elliott, F. Coccimiglio

1. Adoption of Minutes

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2018 01 22 be approved, as amended.

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 - Municipal Law Enforcement Officers

Spouse employed by Police Services.

eSCRIBE Minutes

3.2 Councillor L. Turco - By-law 2018-22 (Parking) Municipal Law Enforcement Officers

Spouse employed by Police Services.

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

Employed by Essar Steel Algoma.

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

Employed by Essar Steel Algoma.

3.5 Councillor M. Shoemaker - Update – Retention of Restructuring Lawyer Fee

Law firm represents a client involved in the CCAA proceeding.

4. Approve Agenda as Presented

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Agenda and Addendum for 2018 02 05 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Black History Month

Jane Omollo, President, African Caribbean Association of Northern Ontario was in attendance.

5.2 Shape the Sault (New Official Plan)

Don McConnell, Director of Planning, Jonathan Kircal, Junior Planner and Patrick Lo, Planning Intern were in attendance regarding Agenda item 6.10.

5.3 Animal Care and Control By-law

Dr. Andrew Lentini was in attendance.

6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2018 02 05 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended.

Carried

6.1 Council Travel

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for three days in March 2018 to attend the Prospectors and Developers Association of Canada conference at an estimated cost to the City of \$1,200.

Carried

6.1.1 Additional Request

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for three days in February 2018 regarding the NORONT bid at an estimated cost to the City of \$1,285.

Carried

6.2 Physician Recruitment Committee – Renewal of Operating Service Agreement

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

The relevant By-law 2018-28 is listed under item 11 of the Minutes.

6.3 Update – Retention of Restructuring Lawyer Fee

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

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

Councillor M. Shoemaker declared a conflict on this item. (Law firm represents a client involved in the CCAA proceeding.)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2018 02 05 regarding approval of an additional \$25,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve

Carried

6.4 Tender for Two Trucks with Snow Plows (2018CDE-CS-AR-01-T)

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Purchasing dated 2018 02 05 be received and that the tender for the supply and delivery of One (1) 8,600 GVW 4x4 ¾ Ton Pick-up Truck c/w Snow Plow as required by the Community Services Department be awarded to Superior Chrysler at their total tendered price of \$43,160.00 plus HST.

Carried

6.5 Finance Committee Revised Terms of Reference

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 02 05 presented on behalf of the Finance Committee regarding revised Terms of Reference be received and that the recommendation of the Finance Committee be approved.

Carried

6.6 Sault Ste. Marie Public Library Reserve Request

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 02 05 be received and the request of up to \$50,000 from the Library Expansion Reserve for lower lobby washroom renovations at the Centennial Library be approved.

Carried

6.7 Funding for Closed Captioning of Council Meetings

The report of the Manager of Information Technology was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Information and Technology dated 2018 02 05 regarding potential funding for closed captioning of City Council meetings be received and that closed captioning be referred to the next multi-year barrier removal plan.

Carried

6.8 By-law to Restrict the Use of Vehicles on the Hub Trail

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

The relevant By-law 2018-13 is listed under item 11 of the Minutes.

6.9 FutureSSM Project Update – Implementation of Community Adjustment Committee Recommendations

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 02 05 concerning Future SSM Project Update – Implementation of Community Adjustment Committee Recommendations be received as information.

Carried

6.10 Shape the Sault (New Official Plan)

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the Report of the Senior Planner dated 2018 02 05 concerning Shape the Sault (New Official Plan) be received as information.

Carried

6.11 Transit Advertising

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

The relevant By-law 2018-27 is listed under item 11 of the Minutes.

6.12 Municipal Law Enforcement Officers

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

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

The relevant By-law 2018-22 is listed under item 11 of the Minutes.

6.13 Request to Rename Shore Drive

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2018 02 05 be received and the recommendation to rename a portion of “Shore Drive” to “Rotary Parkway” be approved; further that the Legal Department be requested to prepare the appropriate by-law.

Carried

6.13.1 Additional Correspondence

6.14 Aqueduct Repairs

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Engineering dated 2018 02 05 concerning unforeseen repairs to small aqueducts be received, and that design and contract administration services be awarded to STEM Engineering Inc.

Carried

6.15 McNabb Street / St. George's Avenue EA – Completion

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2018 02 05 concerning the McNabb St. Georges EA be received as information.

Carried

6.16 Pim Street Pump Station

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

The relevant By-law 2018-15 is listed under item 11 of the Minutes.

6.17 Correspondence – Spruce Haven Nature Park

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.6.1 Animal Care and Control By-law

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

The relevant By-law 2018-19 is listed under item 11 of the Minutes.

Moved by: Councillor J. Hupponen

Seconded by: Councillor J. Krmpotich

Resolved that Agenda Item 7.6.1 be postponed to the February 20, 2018 Council Meeting.

Carried

7.6.1.1 Council Resolution – Animal Care and Control By-law

Moved by: Councillor S. Butland

Seconded by: Councillor S. Myers

Whereas City Council has been presented with a report and recommendation around consolidation and revision of the City's animal-related by-laws; and

Whereas without a statement of exemption or grandfathering being included in the proposed new bylaw, the current operation of Spruce Haven Nature Park would be in contravention of the bylaw; and

Whereas the owners of Spruce Haven Nature Park have committed to winding down their operation and not accepting any new animals and do request that City Council allow the natural demise of the aging animals currently at the park; and

Whereas for over 30 years the owners of Spruce Haven Nature Park have accepted and cared for sick and injured animals brought to them by residents of Sault Ste. Marie as refuge when no other options existed and conducted hundreds of educational outings for area schools

Now Therefore Be It Resolved that City Council direct the City solicitor to include in the proposed new by-law wording such that would exempt or grandfather Spruce Haven Nature Park from complying with any sections of the proposed new bylaw that would otherwise cause the operation to be in a state of non-compliance; and

Further be it resolved that consideration be given to forming a written agreement between the City and Spruce Haven stating there will be no further expansion of the current business of Spruce Haven relative to the new animal care and control by-law.

Postponed

7.7 Planning

7.7.1 57T-18-501 – 43 Sinclair Drive

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Report of the Senior Planner dated 2018 02 05 concerning condominium approval application no. 57T-18-5017 be received and that Council grant draft approval of the proposed Vacant Land Condominium, subject to the following conditions:

1. That the owner enters into agreements with PUC Distribution Inc. and the Public Utilities Commission with respect to electrical and water servicing to the development, and that the agreements are registered on title upon final connection; and
2. That the owner adheres to the previously approved Site Plan Agreement (DC614) dated July 2, 2017; more specifically including, but not limited to, stormwater management, site servicing and site grading,

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

Carried

7.8 Boards and Committees

7.8.1 Sault Ste. Marie Police Services Board

8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council

8.1 Crossing Guard – St. George's Avenue and McNabb Street

Moved by: Councillor R. Niro

Seconded by: Councillor P. Christian

Whereas St. Basil Catholic Elementary School is located on St. George's Avenue, which is a highly travelled roadway; and

Whereas the parents, students and staff at St. Basil Catholic Elementary School are greatly concerned for the safety of their children who walk to and from school and must cross St. George's Avenue; and

Whereas the Parents' Council of St. Basil Catholic Elementary School has collected 192 names on a petition requesting a crossing guard at the traffic control lights at St. George's Avenue and McNabb Street,

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie accept the petition from the Parents' Council, and further that the request for a crossing guard be referred to to Public Works and Engineering Services for a study and report back to Council.

Carried

8.2 Residential Driveway Snow Removal

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas snow management is a challenging aspect of City operations; and

Whereas no two winters are exactly the same and varying approaches are dictated by weather determinants; and

Whereas this particular winter appears to require more snow cutting on the roadways including residential streets; and

Whereas in so doing large chunks of ice and snow are left in the entryways of many homeowners; and

Whereas under the usual snow removal task homeowners are able to use a domestic snowblower or such; and

Whereas it appears on some occasions included in the City operation of snow cutting on the roadway, the heavy material left in residential driveways is removed with a "one scoop" City blade which creates a manageable task for residential homeowners; and

Whereas there is a "two foot rule" applicable for snowfall and normal plow operations,

Now Therefore Be It Resolved that appropriate staff be requested to report back to City Council on February 20, 2018 outlining the policy and procedure as to when the City will remove the heavier material and when it will not.

Carried

8.2.1 Brantford Windrow Guidelines

8.3 Bloor Street West Exits

Moved by: Councillor F. Fata

Seconded by: Councillor M. Bruni

Whereas Bloor Street West only exits on to Lyons Avenue; and

Whereas exiting on to Lyons Avenue can be dangerous with speed and a blind spot (road curves) from traffic travelling easterly on Lyons Avenue; and

Whereas the option to exit onto Patrick Street would be much easier and safer for everyone, especially those residing in the neighbourhood;

Now Therefore Be It Resolved that staff be requested to report back to Council, including possible removal of the "no exit" signs to Patrick Street from Bloor Street West.

Carried

8.4 Essar Centre Private Management

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas the City's premiere event venue Essar Centre opened in the fall of 2006; and

Whereas the facility has been owned, operated and managed by the City of Sault Ste. Marie from the beginning; and

Whereas there is an option for the City to consider contracting with a private management company; and

Whereas City Council has not had a report outlining the advantages and disadvantages of private management vs. City management of the Essar Centre; and

Whereas the last five year's average loss for the Essar Centre is \$437,585.76 and is budgeted to be \$626,890.41 in 2018; and

Whereas the City of Kingston has contracted with a private management company for running the 10-year-old and 6,700 seat Rogers K-Rock Centre; and

Whereas Kingston City Council did enter into a new five year contract last year whereby the City is guaranteed 100% of the first \$550,000 of profit; and

Whereas Sault Ste. Marie City Council must have detailed information in order to ascertain any opportunity to seek private management of the Essar Centre and stem the flow of loss,

Now Therefore Be It Resolved that staff be requested to report back to City Council by August 2018 providing the following:

1. examples of other similar sized municipalities with a similar facility being operated privately
2. what process and time line would be required for City Council to consider the option of private management of the Essar Centre

Recorded

For

Against

Absent

Mayor C. Provenzano

X

February 5, 2018 Minutes

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Hupponen

Resolved that agenda item 8.4 be amended by adding each municipal arena facility to the review and to amend the date of reporting back to October of 2018.

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	5	8	0
Defeated			

8.4.1 Additional Information

8.5 Shadows of the Mind Film Festival

Moved by: Councillor R. Niro

Seconded by: Councillor L. Turco

Whereas the Shadows of the Mind Film Festival runs from Monday, February 26 to Sunday, March 4, 2018; and

Whereas the Shadows of the Mind Film Festival “is a film festival that showcases films and other art forms for two purposes: to entertain and to educate. By attracting audiences through the entertainment value of film, the film festival uses select films and events to increase awareness and education on mental health and addiction issues as well as other prevalent social topics as decided each year”; and

Whereas the Shadows of The Mind Film Festival is a not-for-profit organization; and

Whereas the primary venue for the film festival is the Grand Theatre; and

Whereas on some days during the week, the film festival will have films and panel discussions all day long; and

Whereas many patrons of the film festival attend in the morning and stay for the entire day, having lunch and dinner in the downtown area including 3195 filmgoers in 2017,

Now Therefore Be It Resolved that the 2-hour daily parking limit be waived at the Brock Albert parking lot to permit full free parking from Monday, February 26, 2018 to Friday March 4, 2018, all during the week of the Shadows of the Mind Film Festival.

Carried

8.6 Closed Captioning of Council Meetings

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Resolved that appropriate staff review how to finalize, implement and fund closed captioning of City Council meeting broadcasts and webcasts for the balance of 2018 with funding for subsequent years to be referred to the 2019 budget process and report back to Council as soon as possible.

Carried

9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that all by-laws under item 11 of the Agenda under date 2018 02 05 be approved, save and except bylaw 2018-19 and 2018-22.

Carried

11.1 By-laws before Council to be passed which do not require more than a simple majority

11.1.3 By-law 2018-19 (Regulations) Animal Care and Control

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-19 being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie be passed in open Council this 5th day of February, 2018.

11.1.4 By-law 2018-22 (Parking) Municipal Law Enforcement Officers

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-22 being a by-law to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 5th day of February, 2018.

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

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

12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda

13. Closed Session

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that this Council proceed into closed session to discuss:

1. a property disposition;
2. property acquisitions;
3. an issue under the *Companies' Creditors Arrangement Act*
4. an issue regarding a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of another;
5. a labour relations matter

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

Municipal Act R.S.O. 2002, section 239 (2):

(c) a proposed or pending acquisition or disposition of land by the municipality

(d) labour relations / employee negotiations.

(f) advice that is subject to solicitor/client privilege

(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization

Carried

14. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Presentation to Council of the City of Sault Ste Marie

February 20, 2018



Page 29 of 465
Integrity • Compassion • Collaboration & Partnership •
Accountability • Respect • Excellence



Level III Withdrawal Management Proposal



Why Invest in Withdrawal Management?

“Frequency and impact of addictions is much more acute in Algoma.

Opioid-related Morbidity and Mortality

Rate per 100,000	Opiate ED Visits	Opiate Hospitalizations	Opiate Deaths
Ontario	31.7	13.6	6.2
NE LHIN	40.2	23.8	8.4
Sudbury and District	37.1	16.6	8.5
Porcupine (Cochrane & Coast)	43.6	22.4	5.9
Algoma	59.0	41.7	13
Nipissing	30.5	22.7	5.5
Temiskaming	23.7	14.8	8.9

Year Ending 2016 [Death data for 2016 should be considered as preliminary and is subject to change]

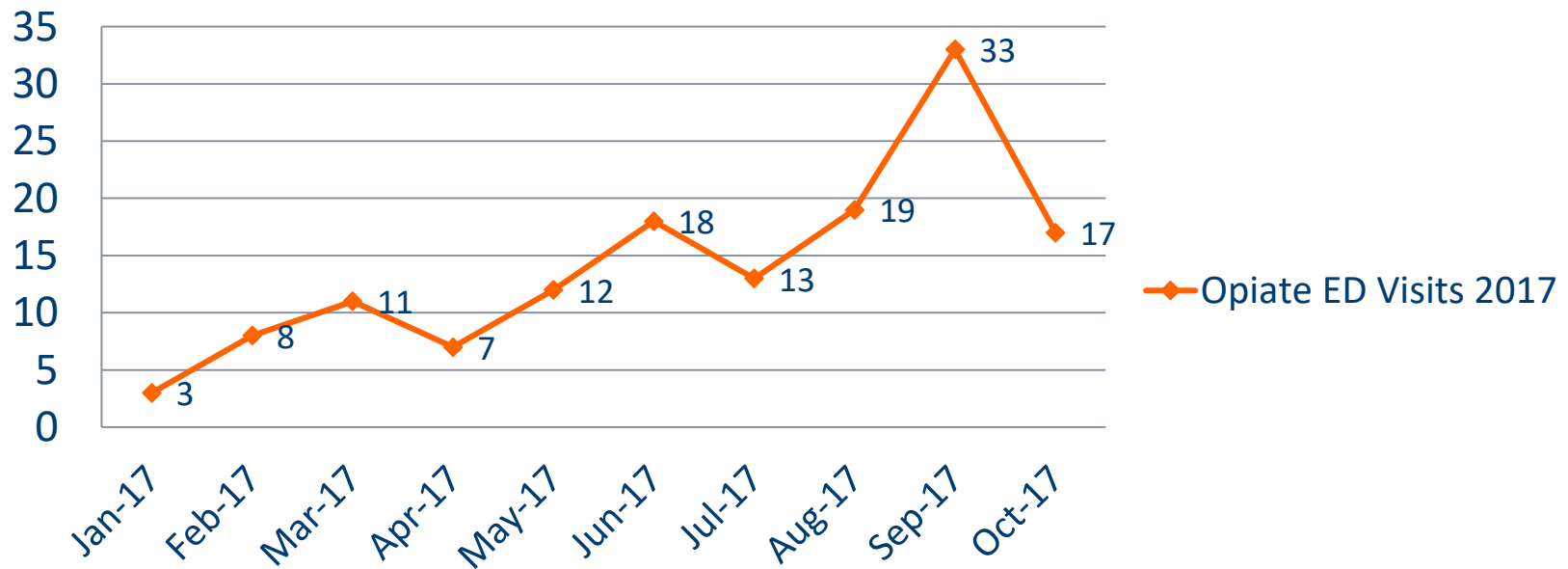
Opiate ED Visits 2016 - 2017

Opiate ED Visits 2016
[Jan – Dec]

52

Opiate ED Visits 2017
[Jan – Oct]

141

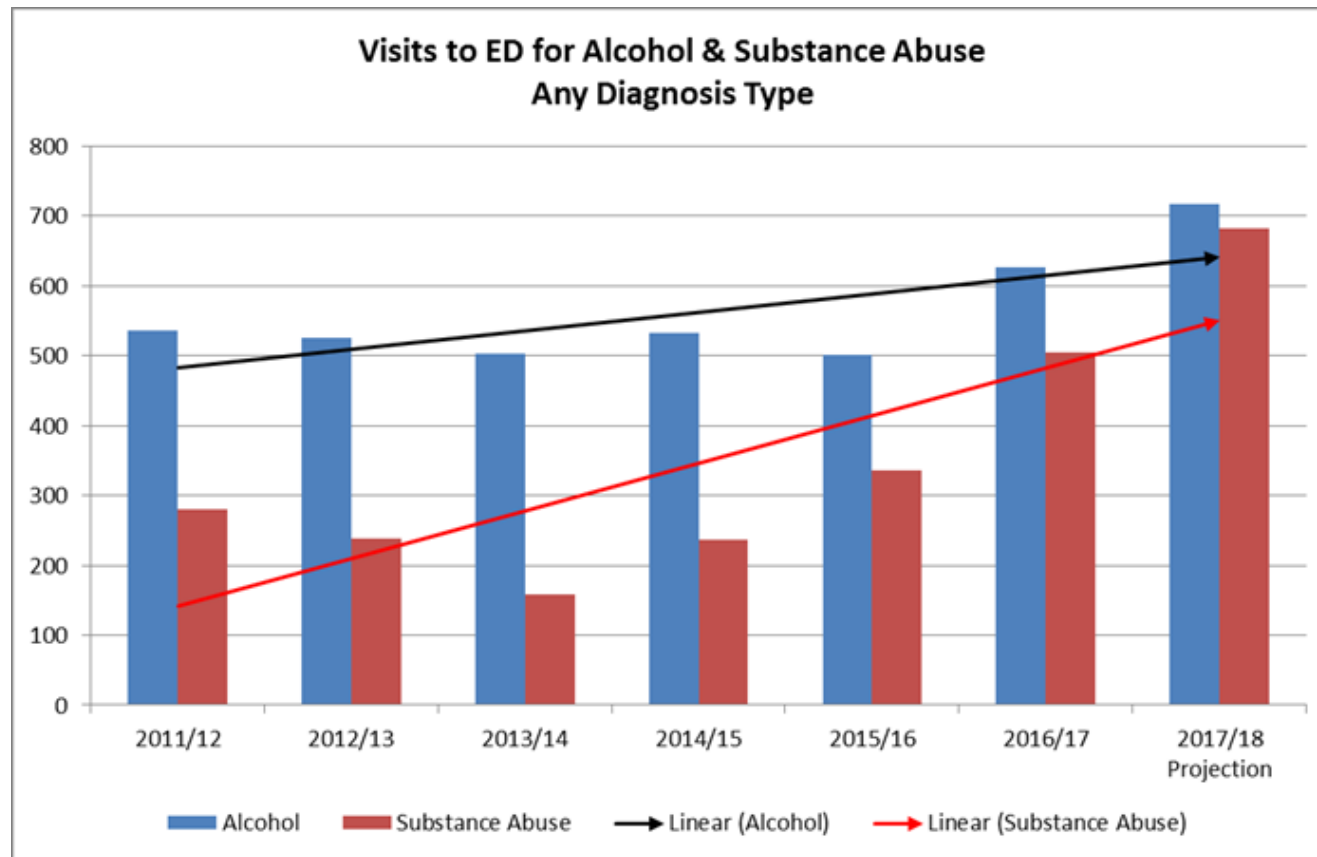


Opioid Poisoning Related ED Visits, Inpatient Admissions & Deaths

- Data Extraction: DAD & NACRS, based on Public Health of Ontario Technical Specifications. Data includes only patients who presented to SAH regardless of place of residence

Alcohol & Substance Abuse ED Visits

“ED visits and hospital admissions continue to grow!



Alcohol & Substance Abuse ED Visits with Admission

SAH patients who are admitted from the ED to medicine or the inpatient psychiatric unit with a primary or secondary diagnosis of substance or alcohol use.

257

[2015 – 2016]

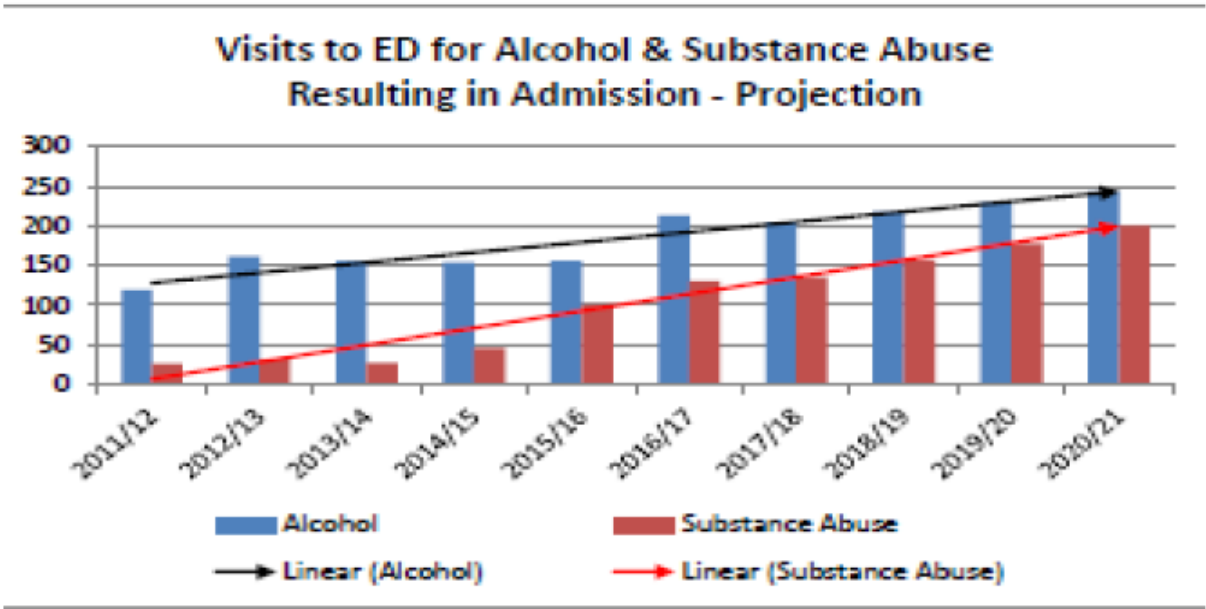
444

[5 Year Projection]

58%

[Percentage Increase]

[At current growth rate; these admissions will increase to 444 admissions (a 58% increase) in less than 5 years.]



Why?

“ Sault Area Hospital has operated a 16 bed detoxification facility in a renovated older home for **over 40 years** and this building is **no longer suitable**.



Opened: August 13, 1977

- The patient profile for requiring Addiction services has changed over the last few years and continues to be more complex.
- There is a strong need for the integration and co-location of Mental Health and Addictions services to provide seamless care for this patient population.



What exists in the community today?

1

APH Alcohol and Drug Assessment Program

2

Single session walk-in service

3

Algoma Family Services Genesis Day Treatment Program and Alternatives for Youth Program

4

Ontario Addiction Treatment Centres (OATC)

5

Breton House

6

A New Link

7

Ken Brown Recovery Home

8

Indian Friendship Centre

9

Ontario Works Addictions Services

10

AA and NA groups

11

Road to Recovery

12

SAH delivered services



SAH Delivered Services

Addictions Treatment Clinic/Gambling Program	confidential community treatment counselling services to adults and their families experiencing difficulties related to alcohol, drugs and/or gambling
Concurrent Disorders Services	provides individual support to persons with both mental illness and addictions issues
Safe Bed Program	provides education, assessment, service planning, and short term residential support for individuals, 18 and older, with mental health and addiction issues, who currently are in conflict with the legal system
Level 1 Residential Withdrawal Management Service	non-medical service that provides care for individuals 16 and older who are intoxicated, in withdrawal, or in a crisis related to alcohol or drugs

Rapid Access Addiction Medicine (RAAM) Clinic

Provides an addictions treatment pathway between the clinic and different places where the client is likely to seek care such as emergency departments, primary care providers, mental health and addiction agencies, and withdrawal management programs.

Offers streamlined access to opioid replacement therapy and connections for ongoing support.

Will enhance and expand Community Based Withdrawal Management Programs to bring care closer to home.

Part of a network of community-based services for clients seeking treatment and support in a shared care model.

The team will consist of Addiction Service Workers, Nurse Practitioner, Addiction Medicine Physician, and Psychiatrist.

**March 2018
NE LHIN
funded**



What's needed – Investment in SSM

We are asking for \$6M in new operating dollars to:

1

Move from a Level I to Level III WMS and meet Standards Expand capacity from 16 to 33 beds

2

Provide an outreach program that provides harm reduction strategies and supports treatment engagement

3

Expand the Safe Bed Program to include stabilization and transitional beds

4

Develop a much needed “Day/Evening Treatment Program”

5

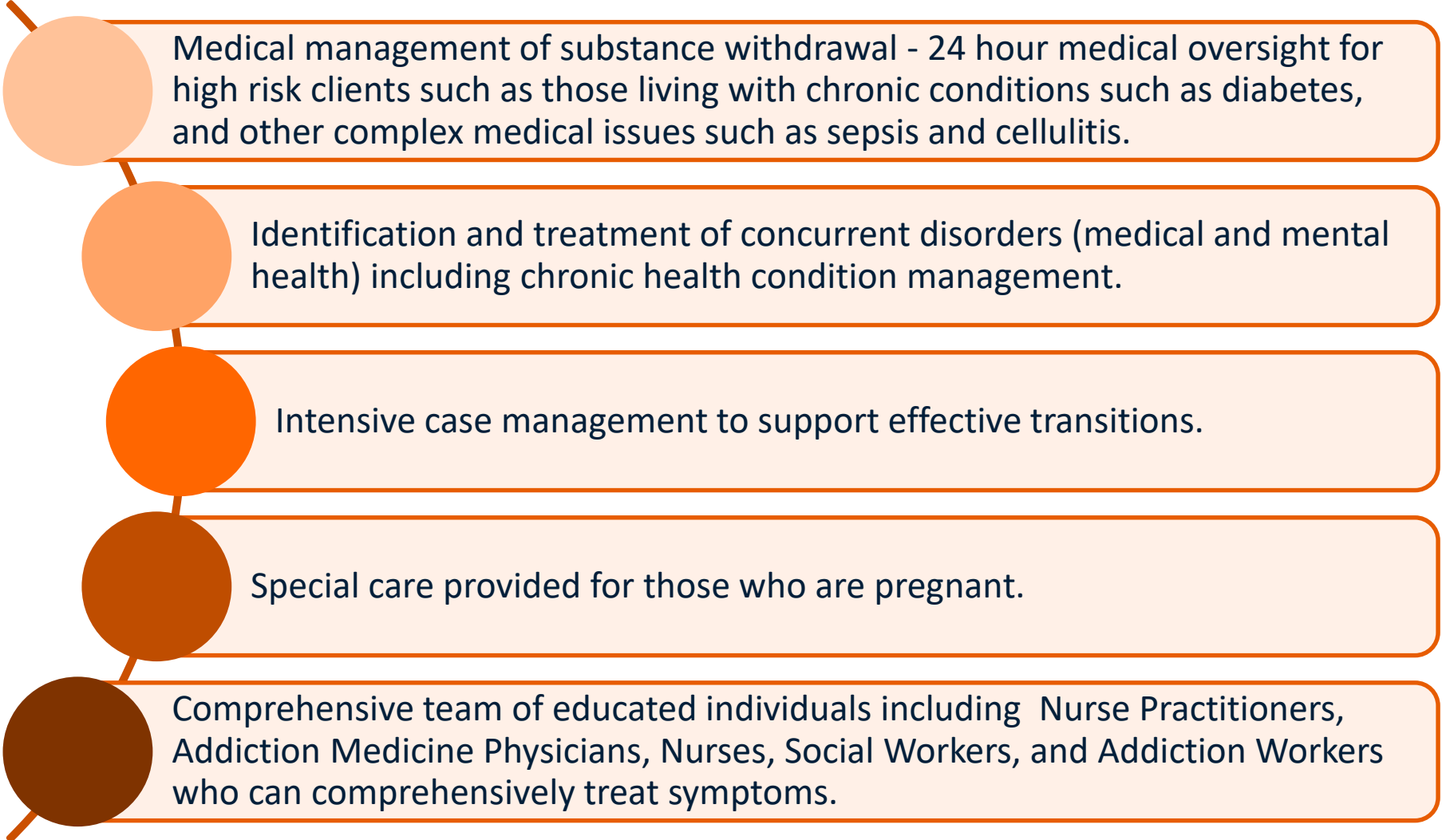
Invest in transportation needs for those accessing services

6

Co-locate existing and potential new mental health and addictions services in the community for improved care coordination



Level 3 Facility



Medical management of substance withdrawal - 24 hour medical oversight for high risk clients such as those living with chronic conditions such as diabetes, and other complex medical issues such as sepsis and cellulitis.

Identification and treatment of concurrent disorders (medical and mental health) including chronic health condition management.

Intensive case management to support effective transitions.

Special care provided for those who are pregnant.

Comprehensive team of educated individuals including Nurse Practitioners, Addiction Medicine Physicians, Nurses, Social Workers, and Addiction Workers who can comprehensively treat symptoms.



Total Investment

For a Level 3 Withdrawal Management Facility for our community.

Operational Funding	
Current Base Funding	\$1.1M
Level III RWMS and Concurrent Day Program	\$5.8M
Total Operational Funding	\$6.9M
Capital Funding Estimate	\$11.0M

Proposal Benefits



an enhanced capacity to support a growing number of people with complex conditions, in one location



improved outcomes for clients



streamlining referrals & improved access to programs



earlier detection and interventions



improved continuity of care



increased satisfaction from consumers



reducing unnecessary visits and admissions to hospital



bringing an essential service to the North



reduction of the economic burden of fragmented care



Alignment - Addiction Services Review

Recommendations addressed in this proposal:

1

invest in outreach, day/evening treatment programs, and transportation;

2

provision of distance support by a system of tele-health;

3

enhanced crisis/safe beds;

4

enhance connectivity and support;

5

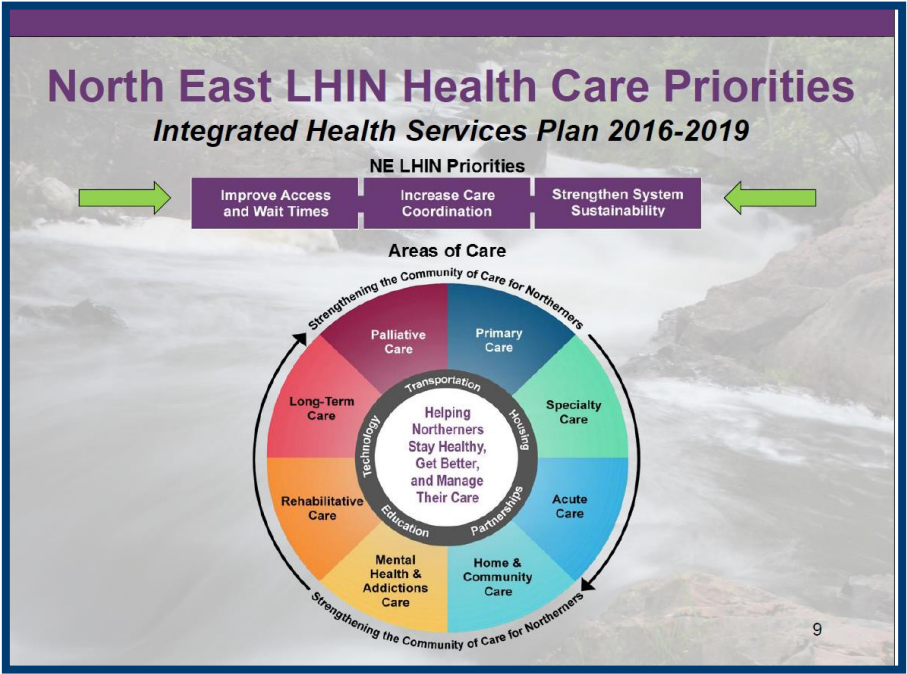
improve screening and assessment processes

6

Look into adopting a “trajectory” approach for withdrawal management



Alignment with Provincial Strategic Directions



Improved Access	Improved Patient Experience	Improved Integration	Increased Health Equity
Providing faster access to the right care.	Making the patient experience easier and better for Ontarians.	Ensuring the integration of services for smooth transitions between hospital to home and connections with social and community services	Ensuring equitable access to health care services across the province, no matter the geography, culture, or language.

Government and Party Commitments

Federal Budget 2017 will provide \$5 billion over 10 years to support mental health initiatives across Canada. [April, 2017]

- In partnership with the province of Ontario, \$1.9 billion will go to support mental health and addiction services.
-

Ontario government invests \$140M for mental health services. [February, 2017]

- Ontario is earmarking \$140 million over three years for mental health and addictions services, including investments in psychotherapy and supportive housing.
 - The new funding is going toward a provincial structured psychotherapy program, up to nine mental health hubs for youth, and up to 1,150 more supportive housing units.
-

Ontario NDP proposes creation of new ministry to cover mental health and addictions. [September, 2017]

- Ontario's New Democrats want to set up a standalone ministry to bolster the province's mental health and addictions services.
 - Current status – ordered referred to Standing Committee on Finance and Economic Affairs [September 14, 2017]
-

Ontario PC platform proposes matching federal dollars. [November, 2017]

- 2018 election platform — “People’s Guarantee” pledges to create a comprehensive mental health-care system by investing \$1.9 billion over the next decade, matching federal funding put towards the same.

Very strong stakeholder support!

Sault Area Hospital – Enhanced Withdrawal Management Services Letters of Support

1. Algoma District Medical Group
2. Algoma Family Services
3. Algoma Public Health
4. Breton House
5. Canadian Mental Health Association
6. City of Sault Ste. Marie – Mayor Christian Provenzano
7. John Howard Society
8. Ken Brown Recovery Home
9. Maamwesying North Shore Community Health Services
10. Phoenix Rising Support
11. Sault Ste. Marie Health Link
12. Sault Ste. Marie Drug Strategy
13. Sault Ste. Marie Police Services
14. St. Vincent's
15. Women In Crisis
16. Zhawenimi-Anokiitaagewin Social Services

In Summary

Our Proposal will:



enhance health equity for Northerners



better address the needs of people dealing with Mental Health and Addictions challenges



deliver on the Patients' First agenda and align with NE LHIN priorities



leverage current promised investments in a long neglected area (Provincial & Federal)



raise the provincial profile of the NE LHIN's commitment to advanced Mental Health and Addictions strategies and care



Our ASK of you...

1

Your support and advocacy for an urgently needed investment in a WMS Level III facility and expansion of services.

2

Ongoing support to ensure we move quickly from approval to occupancy.



Community capacity **WAY** below need!



Number of beds lowest of all large communities in the Northeast LHIN

“ Sault Ste. Marie has, and is forecasted to continue having, a higher % of its population over age 75

Population over age 75		2015	2025	2035	2040
SSM TOTAL		8,291	10,720	14,451	16,277
% of total		10%			22%
Growth from 2015			29%	74%	96%
NE LHIN TOTAL		48,550	66,308	92,530	104,799
% of total		9%			19%
Growth from 2015			37%	91%	116%
Province					
% of total		7%			15%

By Large Community	Beds / 1,000 75+
North Bay	109.8
Sudbury	120.4
Sault Ste. Marie	100.5
Timmins	125.5



Capacity WAY short of need

Take over **2 years** to place people on today's wait list!

	Actual	Actual	Total Projected Need					
Bed needs <u>SSM</u>	Baseline	TODAY 18-Jan	2008	2011	2016	2021	2026	2031
Long Term Care Beds								
- Statuts Quo	788	829	1,119	1,187	1,300	1,436	1,632	1,817
- Low Diversion			793	841	921	1,018	1,157	1,288
- Medium Diversion			536	568	622	688	782	870
- High Diversion			436	462	506	560	636	708
Supportive Housing								
- Statuts Quo	113	201	150	159	179	200	225	247
- Low Diversion			476	505	557	618	700	776
- Medium Diversion			733	778	856	948	1,076	1,194
- High Diversion			833	884	972	1,076	1,221	1,356
Totals (LTC and Supportive)								
- Statuts Quo	901	1,030	1,269	1,346	1,479	1,636	1,857	2,064
- Low Diversion			1,269	1,346	1,478	1,636	1,857	2,064
- Medium Diversion			1,269	1,346	1,478	1,636	1,858	2,064
- High Diversion			1,269	1,346	1,478	1,636	1,857	2,064
Cummulative add								
Convalescent Care								
	12	12	9	10	11	12	15	17
Hospice								
	10	10	6	7	7	8	10	11
Retirement Home Beds (Algoma)								
	402	357	488	550	660	798	989	1,197

Source - North East Local Health Integration Network - Seniors Residential/Housing Options
- Capacity Assessment and Projections - January 2009

Mix is Wrong!

- 70% want basic
- 40% of capacity is basic

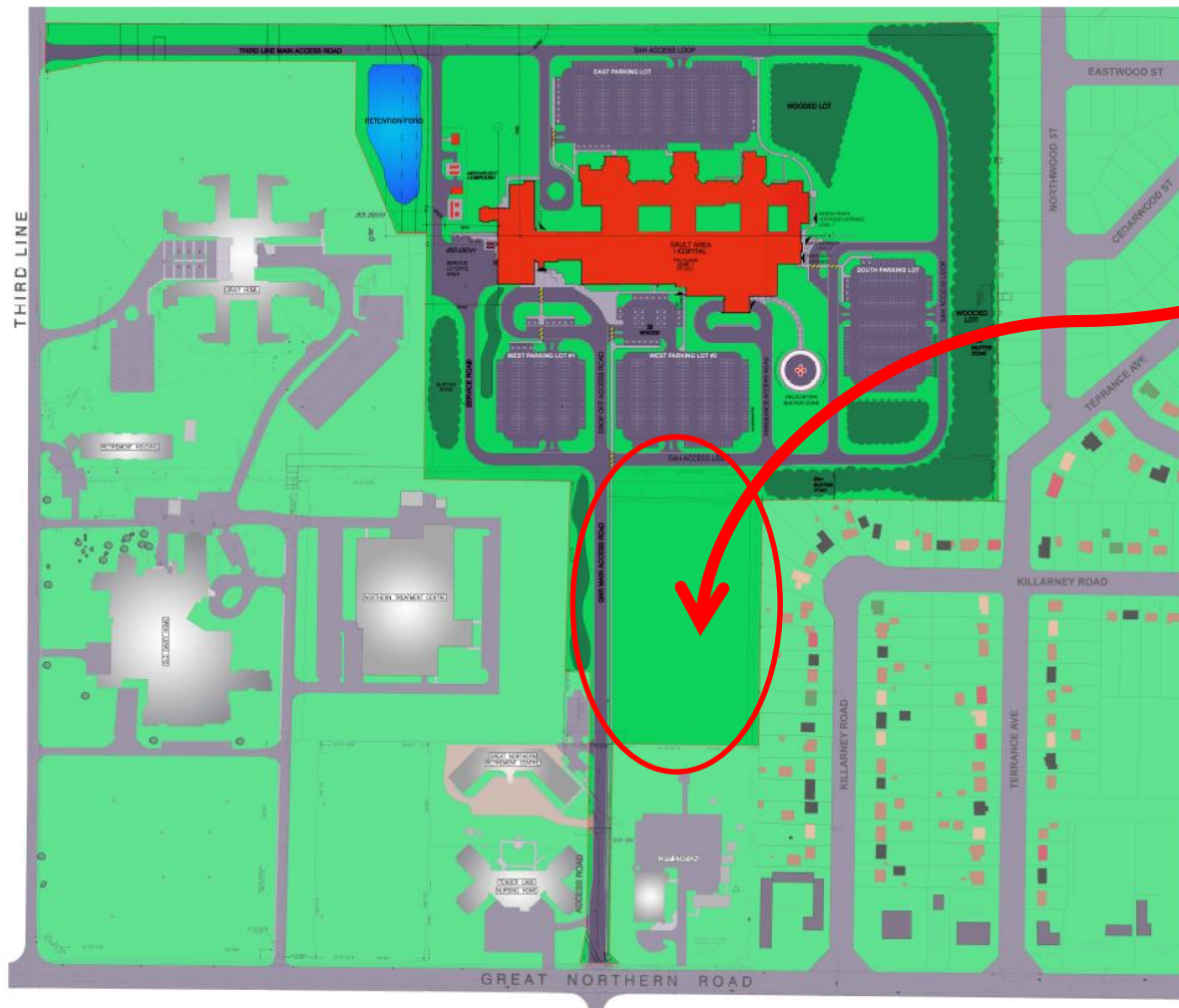
449 to 606 short!

Plus 53 interim beds
to permanent

**NEED EQUIVILANT OF
2 MORE DAVEY
HOMES to meet 2021
NEED!**

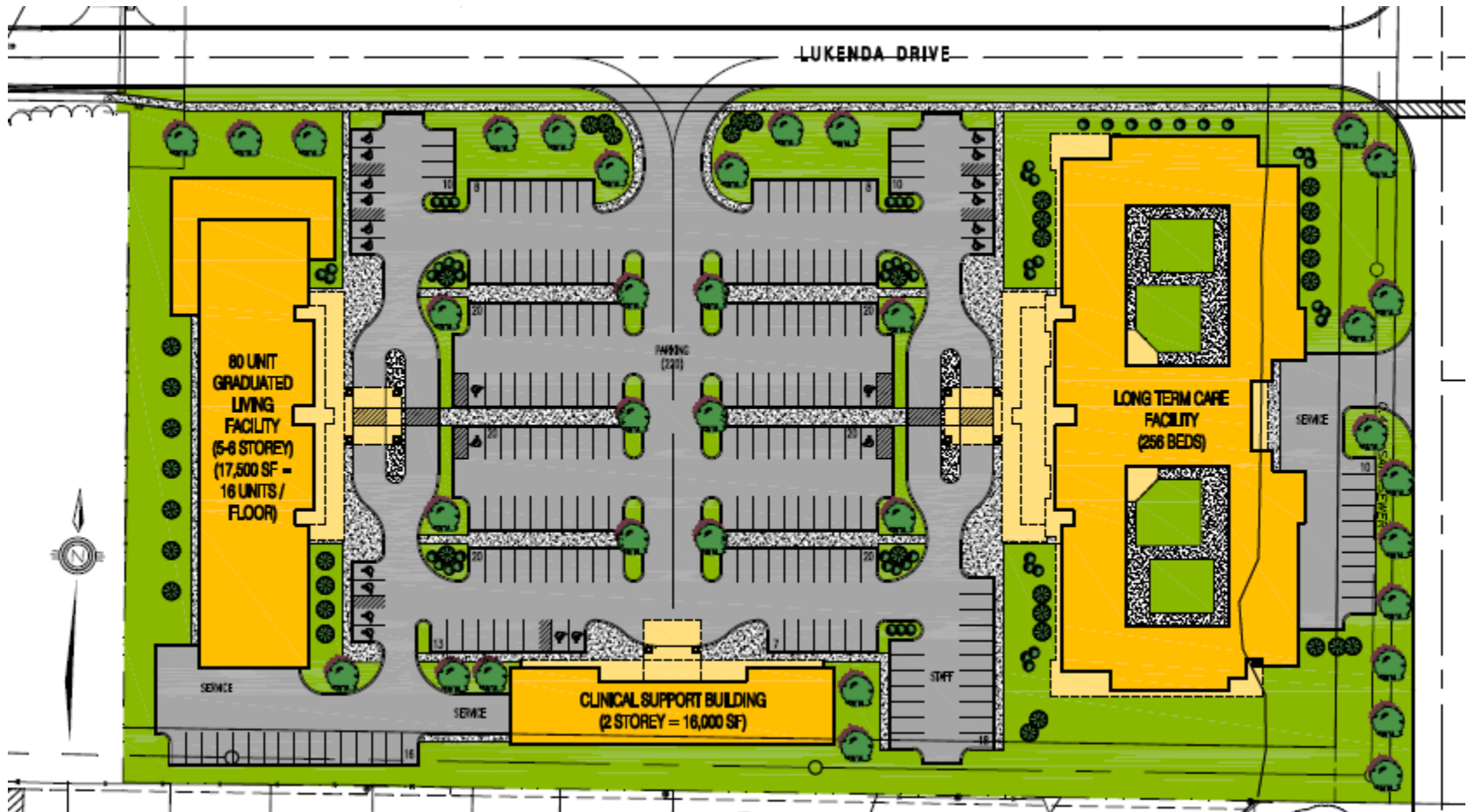


Potential to leverage hospital land



Potential to leverage hospital land

Senior's Living Development



Government and Party Commitments

Ontario Boosting Housing Supports for up to 6,000 Families in Need [March, 2017]

- Ontario is increasing its investment in housing assistance and supports across the province to help up to 6,000 families in need remain permanently housed - a major step forward in its goal to end chronic homelessness by 2025.
 - To support its goal of ending chronic homelessness by 2025, Ontario is increasing its operating funding for housing assistance and support services to \$100 million annually, beginning in 2019-20. This will bring the total investment since 2017 to \$200 million by 2019-20, assisting up to 6,000 families and individuals.
-

Ontario to invest \$115 million in new long-term care beds, staffing. [November, 2017]

- Premier Kathleen Wynne made the announcement in Hamilton Tuesday, laying out the government's 20-point plan — called Aging with Confidence — to bolster services for the province's senior population.
 - The announcement included 5,000 new long-term care beds by 2021-22, with a pledge to build a total of 30,000 over the next decade in an effort to reduce waiting lists.
 - Call for proposals issued February 7, 2018. Responses due March 2, 2018.
-

PCs promise to outpace Liberals' plan for long-term-care beds. [November, 2017]

- 2018 election platform — “People’s Guarantee” pledges to match the Liberal commitment for 30,000 new long-term-care beds over 10 years, but with 15,000 in the first five years.

Call for Applications



Issued February 7, 2017



Applications for new LTC capacity are being accepted from interested organizations across Ontario, including existing non-profit operators, existing for-profit operators, and applicants new to the LTC sector.



Applicants are strongly encouraged to engage with local communities and Local Health Integration Networks impacted by a proposal to develop or redevelopment LTC beds in order to form innovative partnerships which create new LTC bed capacity that addresses local needs.



For an Application to be considered for this LTC bed allocation opportunity, the ministry must receive the completed application by March 2, 2018



Our ASK of you...

1

Support and advocacy to put Sault Ste Marie at the top of the list for new Long Term Care beds.

2

Encourage and support proposals for either new long term care home development or supportive housing developments.

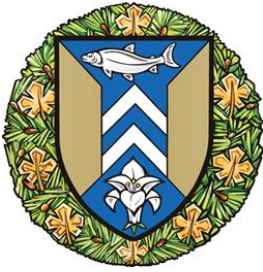
3

Encourage the development of affordable housing for seniors.

4

Ongoing support to ensure we move quickly from approval to occupancy.





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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Microsoft Enterprise Licensing Agreement

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Microsoft Enterprise Software Licensing, required by the City's Information Technology Division, in order for the City to be legally license compliant with Microsoft. This licensing will cover a three (3) year period commencing April 1, 2018. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held February 6, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Manager of Information Technology, and the low tendered price, meeting specifications, has been indicated on the attached summary.

FINANCIAL IMPLICATIONS

Funding for this Software Licensing is provided within the PC Software Support Budget. The annual cost for this Software Licensing will be \$169,004.99 including the non-rebatable HST. The \$175,000 annual allocation from within the account supports this purchase.

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 2018 02 20 be received and the recommendation that the tender submitted by Compugen Inc. for three (3) years of Microsoft Enterprise Licensing to be invoiced yearly in the amount of \$166,081.95 plus HST, subject to adjustment for the number of licenses required, for a total tendered amount of \$498,245.85 plus HST, be approved.

Respectfully submitted,

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

Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

SUMMARY OF TENDERS
MICROSOFT ENTERPRISE LICENSING AGREEMENT

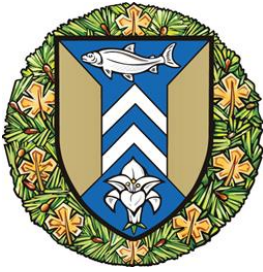
<u>Firm</u>	<u>Components</u>	<u>Year 1 Commencing Apr. 1/18</u>	<u>Year 2 Commencing Apr. 1/19</u>	<u>Year 3 Commencing Apr. 1/20</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
CDW Canada Corp. Etobicoke, ON	Enterprise & Additional Product Licensing (635 Licenses)	\$166,688.47	\$166,688.47	\$166,688.47	\$500,065.41	Meets specifications
Compugen Inc. Richmond Hill, ON	Enterprise & Additional Product Licensing (635 Licenses)	\$166,081.95	\$166,081.95	\$166,081.95	\$498,245.85	Meets specifications
Dell Canada Inc. North York, ON	Enterprise & Additional Product Licensing (635 Licenses)	\$170,871.05	\$170,871.05	\$170,871.05	\$512,613.15	Meets specifications
PCM Canada Richmond Hill, ON	Enterprise & Additional Product Licensing (635 Licenses)	\$169,164.24	\$169,164.24	\$169,164.24	\$507,492.72	Meets specifications
Softchoice LP Toronto, ON	Enterprise & Additional Product Licensing (635 Licenses)	\$168,738.84	\$168,738.84	\$168,738.84	\$506,216.52	Meets specifications
Softwareone Canada Inc. Mississauga, ON	Enterprise & Additional Product Licensing (635 Licenses)	\$177,646.59	\$177,646.59	\$177,646.59	\$532,939.77	Meets specifications

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$169,004.99 annually, including the non-rebatable portion of the HST; subject to increases to the number of licenses required.

It is my recommendation that the tendered price submitted by Compugen Inc., be accepted.

Tim Gowans
Manager of Purchasing



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

February 20, 2018

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 \$40,491.63 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 2018 02 20 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Property Tax Appeals

2018 02 20

Page 2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Pascall', with a stylized, flowing script.

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

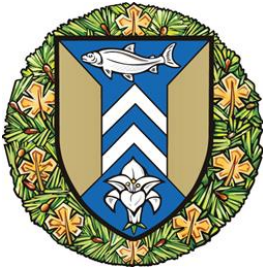
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2018 02 20
PAGE: 1 of 1

	PROPERTY ADDRESS	PERSON ASSESSED		TAX CLA	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2015									
020-042-147-03	00451 Queen Street East	Canada Post Corporation		CT/DT	B	15-058	5,027.84	363.64	5,391.48
2016									
020-042-064	00518 Queen Street East	Peter Stone Holdings Ltd.		CT	A	16-068	699.03	22.10	721.13
020-042-065	00514 Queen Street East	Peter Stone Holdings Ltd.		CT	A	16-069	3,331.05	83.51	3,414.56
020-042-147-03	00451 Queen Street East	Canada Post Corporation		CT/DT	B	16-070	14,537.78	3,604.80	18,142.58
020-042-157	00523 Queen Street East	Peter Stone Holdings Ltd.		CT	A	16-071	1,580.44	49.51	1,629.95
020-042-200	00079 Brock Street	Stone Peter George		CT/IT	A	16-072	703.47	22.83	726.30
2017									
010-030-087	01749 Queen Street East	Moraca Michael	Moraca Dana-Lynn	RT	D	17-026	2,349.01		2,349.01
020-018-041	00168 Church Street	Peddle Dennis		RT	C	17-027	1,842.70	182.94	2,025.64
020-038-017	00405 Wellington Street E.	Nadeau Clement		CT/RT	A	17-028	1,817.76		1,817.76
020-042-037	00690 Queen Street East	Sault Ste. Marie City		CT/E	A	17-029	626.43	1.77	628.20
030-088-045	00564 Fifth Line East	Sault Ste. Marie City		RT	B	17-030	1,227.44		1,227.44
040-004-067	00570 Parliament Street	Dinsmore Ronald Richard	Dinsmore Lisa	RT	D	17-031	557.46		557.46
040-020-047	00001 Wilcox Avenue	Allen Helen Szewello		RT	D	17-032	560.36	5.20	565.56
060-003-092	00651 Wallace Terrace	2477985 Ontario Inc.		RT	D	17-033	48.11	2.66	50.77
060-035-026-98	01367 Second Line West	Fantham Jo-Marie Ann		IT/RT	A	17-034	1,224.25		1,224.25
060-035-120	00074 Ransome Drive	Reed Cecil John	Reed Betty-Jo	RT	D	17-035	19.54		19.54
REPORT TOTAL							36,152.67	4,338.96	40,491.63

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

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski , Deputy City Clerk

DEPARTMENT: Corporate Services

RE: 2018 Community Heritage Ontario Conference

PURPOSE

The purpose of this report is to seek Council's approval of the recommendation of the Conference and Major Special Events Committee to provide funding of \$5,000 to the 2018 Community Heritage Ontario Conference.

BACKGROUND

The Committee considered the funding application for the Community Heritage Ontario Conference on 2018 02 06. The funding application is attached for the information of Council.

ANALYSIS

The funding application for the 2018 Community Heritage Ontario Conference was reviewed and assessed by the Committee. The Committee determined that the application complied with the funding policy criteria to the level of funding being requested.

FINANCIAL IMPLICATIONS

The total cost of funding this event is \$5,000.

STRATEGIC PLAN / POLICY IMPACT

Promotion of the City's arts, culture, historic and heritage sites is articulated under the strategic focus area Quality of Life in the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2018 02 20 concerning 2018 Community Heritage Ontario Conference be received and that the recommendation of the Conference and Major Special Events Committee to provide funding of \$5,000 be approved.

Community Heritage Ontario Conference

2018 02 20

Page 2.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski', followed by a long horizontal line.

Rachel Tyczinski

Deputy City Clerk

705.759.5392

r.tyczinski@cityssm.on.ca



Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION



BUSINESS
Sault Ste. Marie
a division of the SSMEDC



TOURISM
Sault Ste. Marie
a division of the SSMEDC

April 12, 2017

City Conference and Special Events Committee
c/o City Clerk's Office
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON. P6A 5X6

Dear Committee Members:

Please find attached an application for funding assistance in hosting the **Community Heritage Ontario Conference**, to be held from June 7-10, 2018. This request is for **\$5,000** from the City Conference and Special Events Committee. These funds would be part of the overall event budget of \$69,000..

This would be a first time for our city to host this unique convention, and has the support and participation of not only the Sault Ste. Marie Municipal Heritage Committee, but also the lead Community Services Department staff.

The event will bring in **220 delegates**, generating almost **1,000 visitor days** in our community, and will give us an opportunity to show off our cultural and heritage assets.

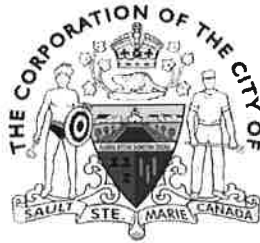
Tourism Sault Ste Marie and our private sector partners have committed **\$2,500** in funding to assist the Organizing Committee in hosting this event..

Thanks in advance for your consideration

Regards

Ian McMillan
Executive Director
Tourism Sault Ste. Marie





Corporation of the City of Sault Ste. Marie
Conferences and Major Special Events Policy
Application for Financial Assistance

Name of Organization: Sault Ste. Marie Municipal Heritage Committee

Application Contact Person: Virginia McLeod

Organization Mailing Address: 99 Foster Drive
Sault Ste. Marie, ON

Postal Code: P6A 5X6

Telephone Number (Day): 705-759-5311 Email Address: v.mcleod@cityssm.on.ca

Application Type: Conference ☒ Major Special Event ☐

Amount Requested: \$ 5,000.00

Submit the following required attachments with application:

- A. Date of Conference/Event
- B. Conference/Event Budget
- C. Publications, Programmes and Press Articles, Other Supporting Documents
- D. Size and Reach of Event (Local; Regional; National; International)
- E. No. of Delegates and Visitor Days Involved
- F. No. of Out-of-town Attendees
- G. Extent of Media Coverage (Local; Regional; National; International)
- H. Area Facilities and Services Required

Conferences and Major Special Events Policy
Application for Financial Assistance

Terms and Conditions

The City may provide a portion of the financial assistance in advance of the event.

A holdback of funds may be required to pay for the purchase of services from the City of Sault Ste. Marie.

Funding from the City shall not be used for the purchase of alcoholic beverages.

If the event realizes a surplus, the City would expect a refund of their contribution equal to the surplus amount.

Please specify how the financial assistance will be used if approved.

The financial assistance would be used to support the facility rentals and transportation costs.

Facility rentals include; Heritage Discovery Centre, Canadian Bushplane Museum, SSM Museum
Parks Canada Sault Canal Site, Algoma Conservatory Building, Machine Shop.

List the names of the Executive or Organizing Committee:

Name: Virginia McLeod

Title: Manager of Recreation and Culture

Signature: 

Date: April 5/17.

Name: Lloyd Beilhartz

Title: _____

Signature: 

Date: _____

Name: Jeanette Cowen

Title: National Historic Site & Visitor Experience

Signature: 

Date: April 5/17

Name: _____

Title: _____

Signature: _____

Date: _____

FUNDING ASSESSMENT TEMPLATE - CONFERENCES AND MAJOR SPECIAL EVENTS REVIEW COMMITTEE**EVENT NAME:** CHO Conference 2018**EVENT DATE:** June 7 - 10, 2018**CONTACT PERSON:** Virginia McLeod

<u>ACCOMODATIONS (max 25 points)</u>			
Visitor Days	960		
Points	48	Total	25

<u>PARTICIPANTS (max 10 points)</u>			
Out of Town Participants	220		
Points	2	Total	2

<u>REACH OF EVENT (max 10 points)</u>			
Reach Level	Provincial		
Points	6	Total	6

<u>MEDIA EXPOSURE (max 10 points)</u>			
Reach Level	Provincial		
Points	6	Total	6

<u>EVENT HELD IN SSM BEFORE (max 6 points)</u>			
Yes or No?	Yes	Jun-88	
Points	3	Total	3

<u>FACILITIES REQUIRED (max 4 points)</u>			
Choose ->	City Operated		
Points	4	Total	4

<u>SEASON OF EVENT (max 10 points)</u>			
Choose ->	May-August		
Points	2	Total	2

<u>EVENT TYPE (max 5 points)</u>			
<i>Event Places SSM in context of innovations and leadership</i>			
Choose ->	No		
		0	Total
<i>Event delegates likely to have a high misc. spending beyond Conference</i>			
Choose ->	Yes		
		3	Total
			0
			3

<u>MAJOR EVENT (max 10 points)</u>			
Choose ->	No		
Points	0	Total	0

TOTAL POINTS SCORED ON ASSESSMENT			51.2
--	--	--	------

DRASFT BUDGET Conference 2018

Revenue					
	Fee	# Expected		# Expected	
Early Bird	\$ 250	100	\$ 25,000	150	\$ 37,500
Full Fee	\$ 300	30	\$ 9,000	40	\$ 12,000
Student Early Bird	\$ 190	3	\$ 570	3	\$ 570
Student Regular	\$ 240	2	\$ 480	2	\$ 380
Day registration	\$ 150	20	\$ 3,000	25	\$ 4,750
Sponsorship/Program			\$ 10,000		\$ 8,000
Grants - Tourism			\$ 2,500		\$ 3,500
Grants City			\$ 3,500		\$ 5,000
Friday Dinner	\$ 55	130	\$ 7,150	150	\$ 8,250
Advance Loan - OHAP			\$ 5,000		\$ 5,000
Advance Loan - CHO			\$ 5,000		\$ 5,000
Total			\$ 71,200		\$ 89,950

Expenses					
	Fee	# Expected		# Expected	
Registration Packages	\$ 7	160	\$ 1,120	220	\$ 1,540
ON line Reg Fees	\$ 3.95	160	\$ 632	220	\$ 869
Speakers and Gifts			\$ 15,000		\$ 15,000
Shuttle Bus			\$ 2,500		\$ 2,500
Printing & Advertising			\$ 2,000		\$ 2,000
Venue Rentals			\$ 3,500		\$ 3,500
Equipment			\$ 1,000		\$ 1,000
Credit card charges			\$ 1,141.50		\$ 1,656
<u>Meals</u>					
Thursday Reception	\$ 16	130	\$ 2,080	160	\$ 2,560
Friday lunch	\$ 20	160	\$ 3,200	215	\$ 3,225
Friday Dinner (not included with registration)	\$ 50	130	\$ 7,150	150	\$ 8,250
Friday nutrition breaks (2) (\$5 pp)	\$ 10	160	\$ 1,600	215	\$ 2,150
Saturday lunch	\$ 15	160	\$ 2,400	215	\$ 3,225
Saturday nutrition breaks (2)	\$ 10	160	\$ 1,600	215	\$ 2,150
Saturday Gala Dinner	\$ 65	160	\$ 10,400	215	\$ 13,975
Sunday Refreshment Break AGM					
<u>Miscellaneous</u>					
post conference report			\$ 500		\$ 500
Contingency			\$ 5,000		\$ 5,000
Total			\$ 60,824		\$ 69,100
Repay Loans			\$ 10,000.00		\$ 10,000.00
Surplus			\$ 377		\$ 10,850

Conferences and Major Special Event Policy Supporting Documentation

EVENT:

A Date of Conference/Event

Thursday June 7th - Sunday June 10th, 2018

B Conference/Event Budget

Conference budget attached

C Publications, Programs, Press Articles and Other Documents

CHO Website - printout
2016 Conference Program from Niagara
2018 Conference 'Save the Date Marketing piece' for Ottawa Registration Package
Report to Council

D Size and Reach of Event

Thursday June 7, 2018
Friday June 8, 2018
Saturday June 9, 2018
Sunday June 10, 2018

E No of Delegates and Visitor Days Involved

The Sault conference anticipates 240 delegates in attendance.
Potential visitor days: 240 delegates x 4 days = 960

F No. of Out of Town Attendees

The conference anticipates 220 delegates will be out of town attendees.

G Extent of Media Coverage

Local, Regional and Provincial coverage

H Area Facilities and Services Required

City Transit services will be required for delegates to move between heritage locations.

Event locations include the following:
Heritage Discovery Centre
Canadian Bushplane Museum
Sault Ste. Marie Museum
Parks Canada Sault Canal Site
Algoma Conservatory building on Huron Street
The Machine Shop
Private Heritage Home Tours
Delta Hotel and Conference Centre



Community Heritage Ontario Patrimoine communautaire de l'Ontario

Serving Ontario's Municipal Heritage Committees

[Home](#)

[About us](#)

[Conferences](#)

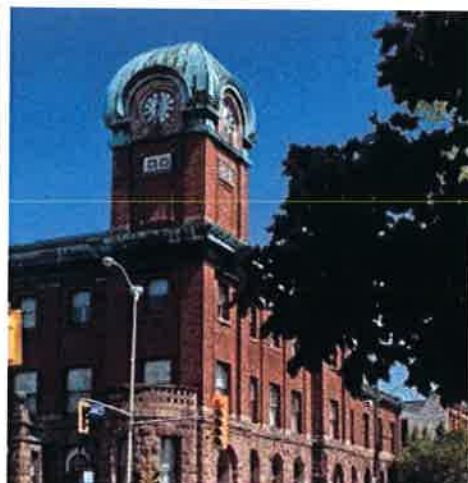
[Education](#)

[Member Services](#)

[Contact](#)

[Useful Links](#)

2018 Ontario Heritage Conference, June 7-9, 2018 Sault Ste. Marie



Come and join us in 2018 in beautiful Sault Ste. Marie

We were here once before in 1988, come and see what happened in the last 30 years!



SAVE THE DATE



1988-2018: WHAT HAVE WE ALL ACHIEVED?

JUNE
8-10 **2018**

30TH ANNUAL
**HERITAGE
CONFERENCE**

S A U L T S T E . M A R I E

Virginia McLeod

From: eAGENDA Notification <DoNotReply@cityssm.on.ca>
Sent: Friday, October 14, 2016 9:01 AM
To: Virginia McLeod
Subject: Agenda Notification for Regular Council Meeting_Oct11_2016

This is an automated message from eSCRIBE.

Agenda Item: 2018 Community Heritage Ontario Conference

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

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

Resolution(s): Resolution: Resolved that all the items listed under date 2016 10 11 – Agenda item 6 – Consent Agenda be approved as recommended, save and except item 6.12.

Moved By: Councillor L. Turco

Seconded
By: Councillor M. Shoemaker

Vote Type: Majority

Result: Carried

:

Resolution: Resolved that the report of the Manager of Recreation and Culture dated 2016 10 11 concerning the 2018 Community Heritage Ontario Conference be received and further that Council authorize City staff to proceed with a formal application to host the 2018 conference.

Moved By: Councillor L. Turco

Seconded
By: Councillor J. Hupponen

Vote Type: Majority

Result: Carried

Task(s):



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

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: 2018 Community Heritage Ontario Conference

PURPOSE

This report is to request City Council's permission to submit a formal request to host the 2018 Community Heritage Ontario conference which would take place from June 7 – 9, 2018.

BACKGROUND

Community Heritage Ontario (CHO) is a provincial umbrella organization and advisory body for Municipal Heritage Committees. The Community Services Department and the Municipal Heritage Committee has been involved in discussions to host the 2018 CHO Conference.

In 1988, the Local Architectural Conservation Advisory Committee (L.A.C.A.C.) was host to the first Ontario Heritage Conference which was held in Sault Ste. Marie. Sault Ste. Marie has the opportunity to host the 2018 conference which will also mark the 30th anniversary. The three day conference would begin with a welcome reception on Thursday, June 7th and wrap up with a Gala Dinner on Saturday June 9th. Delegates would also have the option to extend their stay and take part in optional tours which would take place on Sunday June 10th. Many local heritage sites and venues would be showcased during the conference.

A working group has been formed consisting of members of the Municipal Heritage Committee, City staff, Tourism Sault Ste. Marie and Parks Canada. Furthermore, CHO hosts the website for online registration process and support in developing the conference program and securing guest speakers. The staff and the committee members have the experience and expertise necessary to host a successful conference.

Attached is the package which will be submitted to CHO which includes a budget and conference overview. The budget includes two different scenarios based on attendance of 155 and 220 participants. We anticipate that we will attract 185 participants which exceeds the conservative estimate that is outlined in the budget. Furthermore, a \$5,000 contingency was built into the budget.

ANALYSIS

Each year up to 250 participants attend the CHO Conference which takes place in various communities throughout Ontario. The conference provides an opportunity to showcase or community. Tourism Sault Ste. Marie projected the economic impact of the conference which is based on visitor days.

- 185 participants x 4 days = 740 visitor days at an approximate \$150 spend within the community = \$111,000
- 220 participants x 4 days = 880 visitor days at an approximate \$150 spend within the community = \$132,000

This is a per person impact on the community, which is based on additional spending on items such as food/drinks, shopping, entertainment and taxi.

Therefore, it is being recommended that City Council authorize staff to present a formal request to Community Heritage Ontario (CHO) to host the 2018 CHO Conference in Sault Ste. Marie.

FINANCIAL IMPLICATIONS

There is a minimal financial risk associated with hosting the conference. It is staff's opinion that the risk is low given the ongoing success of this event in other communities as well as the success of the conference in Sault Ste. Marie in 1988.

Currently, advance forgivable loans are provided by Community Heritage Ontario (CHO), Ontario Association of Heritage Professional (OAHP) for a total of \$10,000 which further reduces the risk for the host community.

The Municipal Heritage Committee will also prepare an application for funding to the Conferences and Events Fund which is administered by the City of Sault Ste. Marie and also request financial support from Tourism Sault Ste. Marie for the conference.

There is no anticipated financial impact to the City of Sault Ste. Marie. The budget was reviewed by the Chief Financial Officer.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture concerning the 2018 Community Heritage Ontario Conference be received and further that Council authorize City staff to proceed with a formal application to host the 2018 conference be approved.

Respectfully submitted,

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

Virginia McLeod
Manager of Recreation & Culture,
Community Development & Enterprise Services
705.759.5312
v.mcleod@cityssm.on.ca

CC: S. Schell, Commissioner of Finance

Attachment



2018 Ontario Heritage Conference
Sault Ste. Marie, June 7 to 9, 2018





2018 Ontario Heritage Conference Agenda

Thursday

12pm - 7pm
1pm - 4pm

Registration at the Delta Hotel and Conference Centre
Day Trips; Guided walking tours with the Heritage
Discovery Centre
Opening Reception at the
Canadian Bushplane Heritage Centre

7pm - 9pm

Dinner Options:

Restaurants downtown, information provided

Friday

8am - 6pm
8am - 6pm

Registration at the Delta Hotel and Conference Centre
Tradeshow - 9 vendors for the heritage conference,
Sault Ste. Marie components (tours & sites)
Welcome at Plenary, keynote speaker

9am - 10:15am
10:15am - 10:45am
10:45am - 12:15pm
12:15pm - 1:30pm
1:30pm - 3pm
3pm - 3:15pm
3pm - 5pm

Break
Three Sessions
Lunch with Heritage Discovery Centre actors
Three Sessions
Break
Three Sessions

Dinner Options:

Brewery tours, dinner theatre at the Tech,
Heritage dinner at the Heritage Discovery Centre,
Machine Shop tour and dinner at the Mill.

Saturday

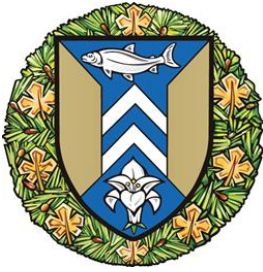
8am - 12pm
8am - 6pm
9am - 10:15am
10:15am - 10:45am
11am - 12pm
12:15pm - 1:30pm
1:30pm - 5pm

Registration at the Delta Hotel and Conference Centre
Tradeshow
Sessions at the Sault Canal Site
Break at the Machine Shop
Sessions at Algoma Conservatory Building
Lunch TBA
Tours (2 options); International Bridge, Edison Plant,
CNR Building, Lock Tours Boat Cruise,
Waterfront Development, Local Heritage Tours
Reception at the Machine Shop TBC
Gala Dinner, with Keynote speaker, conservatory of
music performance, Group of Seven, Algoma Fall
Festival. At the Machine Shop TBC

6pm - 7pm
7pm

Sunday

Driving tour of Algoma Region, forts, Heritage sites,
round barn and Bruce Mines visit.
Local Program for attractions.



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

COUNCIL REPORT

February 20, 2018

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: EDC and SSMIC MOU Update

PURPOSE

The purpose of this report is to present updated Memorandums of Understanding with the Sault Ste. Marie Economic Development Corporation (EDC) and Sault Ste. Marie Innovation Centre (SSMIC).

BACKGROUND

On March 7, 2016, City Council passed a resolution requesting staff undertake an assessment of the City's economic development and provide a report to Council. On Dec. 21st, 2016, City Council received a report from the Deputy CAO, Community Development and Enterprise Services and a report/presentation from MDB Insight, an economic development consultancy selected through an RFP process to complete the assessment.

City Council resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and referred to staff to consult with the EDC and SSMIC and report back concerning implementation of the recommendations of the report. In addition, City Council resolved that:

- Pursuant to section 7.1 of the MOU between the City of Sault Ste. Marie and the EDC dated August 2009, that staff be directed to provide formal notice of termination of the said MOU.
- Pursuant to section 7.1 of the MOU between the City of Sault Ste. Marie and SSMIC dated September 2009 that staff be directed to provide formal notice of termination of said MOU.

On July 31, 2017, staff reported on the discussions from the Economic Development Steering Committee which resulted in consensus for revised roles for the three organizations (EDC, SSMIC and the City) in order to establish a stronger economic development platform and improve efficiency.

At that time Council authorized staff to negotiate terms of a new MOU with the EDC and SSMIC based on a revised funding level of \$1,204,166 for the EDC and \$277,890 for SSMIC.

ANALYSIS

In November 2017 a draft MOU, based on a similar template, was circulated to both the EDC and SSMIC for their review and input. Since that time a number of meetings have been held with Board representatives from both organizations to discuss the MOU's and refine the content.

The MOU's clearly identify roles, accountabilities and performance measures and also address the City's role in the governance of each organization.

Changes to the previous MOU include:

- Revised roles and responsibilities outlined in the schedules of the agreement
- New governance clauses which determine the Boards of Directors for each organization will have no more than nine (9) voting members and two (2) non – voting ex-officio members. Of the nine (9) voting members, four (4) shall be appointed by the City which appointments will include the Deputy CAO Community Development and Enterprise and three (3) nominated by City Council
- Provisions for both organizations to develop five year strategic plans along with revised requirements and timelines for annual reporting
- Revised performance metrics and a model for measurement attribution are included based on recommendations from MDB Insight

The EDC and SSMIC are prepared to bring the agreement forward for signature and to finalize the governance changes within their next Annual General Meeting.

SSMIC did have some concerns on the MOU that City Staff indicated they would include in this report for Council awareness:

- Governance – there were some concerns regarding conflict issues as it relates to the autonomy of the Board and also the presence of the Deputy CAO, CDES position being a Board member.
- Performance Metrics – the SSMIC Board preferred that performance metrics be determined and finalized once their new Executive Director is hired and with input from SSMIC staff.

- Collaboration – there was concern the section on collaboration was too specific in highlighting business education workshops and business incubation specifically.

City Staff felt it important to include the clauses as presented in the agreement. Ensuring governance moving forward is consistent for both organizations and that Council has a role in appointing a certain number Board members (not the majority) is consistent with other communities and appropriately recognizes the City investment in these organizations. It is felt any conflict issues can be addressed as they arise. City Staff recognizes performance metrics may be tweaked moving forward but felt this agreement must include baseline metrics for accountability. Finally, the collaboration clause provides a broad expectation of collaboration but City Staff felt it important to identify two specific opportunities for collaboration that have been identified through the 3rd party review and in subsequent Economic Development Committee discussions.

A copy of these agreements appears in the By-Law section of the Council agenda.

FINANCIAL IMPLICATIONS

Consistent with the resolution of July 31, 2017, the MOU's specify funding of \$1,204,166 for SSMEDC and \$277,890 for SSMIC.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in the focus area of Community Development and Partnerships. Specifically, the plan states "We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings."

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 2018 01 12 regarding the MOU's for the EDC and SSMIC be received as information.

By-law 2018-37 to the Agreement with the Sault Ste. Marie Innovation Centre appears elsewhere on the Agenda and is recommended for approval.

By-law 2018-33 to the Agreement with the Sault Ste. Marie Economic Development Corporation appears elsewhere on the Agenda and is recommended for approval.

EDC and SSMIC MOU Update
2018 02 12
Page 4.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tom Vair', with a stylized horizontal line extending to the left.

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

Funding Agreement and Memorandum of Understanding

Between:

The Corporation of the City of Sault Ste. Marie (hereinafter 'the City')

and

The Sault Ste. Marie Innovation Centre (hereinafter 'SSMIC')

WHEREAS the City and SSMIC entered into a Memorandum of Understanding ('MOU') dated September 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City and the Economic Development Corporation (EDC) entered into a Memorandum of Understanding ('MOU') dated August 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City has undergone a review of its economic development activities in order to ensure that the City is making its best effort to develop its economy and using the limited resources available to it as effectively as possible by avoiding program duplication and minimizing administrative costs;

WHEREAS the City worked in consultation with SSMIC and the EDC throughout its review to ensure that all three parties will work together to optimize economic development and economic diversification;

NOWHEREFORE the parties agree as follows:

Term

1. This funding agreement and memorandum of understanding (hereinafter 'agreement') is for a term of five (5) years beginning on January 1, 2018 and ending on December 31, 2022. This agreement will be automatically renewed for a further five (5) year period unless the City gives notice on or before June 1, 2022, that it will not renew the agreement.

Roles & Responsibilities

2. SSMIC's role and responsibilities as further particularized and outlined in Schedule 'A' includes supporting, assisting and promoting technology and innovation, entrepreneurship, business incubation and Acorn Information Solutions (AIS).
1. The EDC's role and responsibilities as further particularized and outlined in Schedule 'B' includes business retention and expansion, business investment and attraction and tourism attraction and product development.

3. The City's role and responsibility as further particularized and outlined in Schedule 'C' includes the management of the economic and community development fund, arts and culture development, community identity (branding and promotion) and labour force development. The City shall collaborate with SSMIC in other areas of strategic interest, including, but not limited to, the following:
 - a. community promotion campaign;
 - b. arts and culture development; and
 - c. the development of their strategic plan.
4. The City will provide funding or in-kind support in accordance with its commitments as specifically prescribed in Schedule 'C.'
5. SSMIC shall not be a source of funding or other support for projects that do not fit within the mandate of the SSMIC.
6. SSMIC may also request from the City and/or Council additional funds to carry out specific programs, projects, or activities on behalf of the City and/or Council. The City and/or Council may also ask SSMIC to undertake specific programs, projects, or activities on behalf of the City and/or Council. SSMIC and the City and/or Council shall agree to the funds to be required for the SSMIC to pursue the additional service. These funds shall not be considered part of the base funding for the purpose of calculating the minimum budget increase for the following year.
7. SSMIC shall be responsible to develop its own annual budget that meets the conditions, deliverables, and accountability of this MOU.

Governance

8. The SSMIC Board of Directors (hereinafter 'Board') will have no more than nine (9) voting members and two (2) non-voting ex-officio members. Of the nine (9) voting members, four (4) shall be appointed by the City which appointments will include the Deputy CAO Community Development and Enterprise and three (3) nominated by City Council. City Council will make its best efforts to appoint directors recommended by the SSMIC Board of Directors that have business acumen and expertise or that have skills and experience consistent with any skill based matrix being employed or used by the SSMIC Board. The two (2) non-voting ex-officio members shall be the Mayor and a City Councillor as nominated by City Council. These changes will be confirmed by SSMIC's Board of Directors at a future Board meeting or Annual General Meeting to take place by June 30, 2018.

9. SSMIC agrees to implement and abide by best governance practices.

Reporting

10. SSMIC will create a (5) five-year strategic plan for its organization which will be presented to City Council for its endorsement. The first such plan will be provided November of 2019.
11. Based on the strategic plan, SSMIC will develop an annual business plan and budget submission which shall address and include the performance metrics outlined in Schedule 'D' attached hereto and/or as modified by mutual consent throughout the term of the agreement. The business plan and budget will be submitted to the City by November 15 of each calendar year for the following calendar year. The first such plan will be provided November of 2018.
12. SSMIC will submit an annual report and financial statements within 120 days of the calendar year end. The annual report will include an analysis based upon the business plan and the metrics outlined therein.
13. Notwithstanding the foregoing, SSMIC will not be permitted to undertake either a capital spend or an equity investment in excess of two hundred and fifty thousand (\$250,000.00 CDN) dollars that is not provided for in any of the five (5) year strategic plan, annual business plan, project budget or budget submission without prior approval of City Council evidenced by a supporting resolution.

Dispute Resolution

14. In the event that any claim, dispute or other matter related to the scope of services provided by SSMIC (herein referred to as a "dispute") shall arise between the parties during the term of the agreement, the following process shall apply:
 - a) Level I – The dispute shall be referred initially by the party raising the dispute to the other party in writing. For the purposes of this level, the initial reference of the dispute shall be to the level of the CAO for the City and a delegate of SSMIC. In the event that the dispute cannot be resolved within ten (10) business days, the dispute shall escalate to Level II;
 - b) Level II – In the event that the dispute remains unresolved between the parties, it shall be submitted to City Council by the Chief Administrative Officer for the City and the full board of SSMIC for determination.

Each party shall bear their own costs with respect to resolving the dispute.

Collaboration

15. The parties agree to continue to work with each other and the EDC to assess their respective operations, minimize program duplication and reduce administrative costs as and wherever possible as between the three organizations. In furtherance of this goal, the parties agree to make best efforts to work jointly on business education workshops in order to maximize available funds and minimize duplication.
16. With specific respect to business incubation, the parties agree to evaluate the operation of two business incubators within the City to determine the optimum use of the funds invested in the two incubators, to consider the consolidation of the two incubators and, if so consolidated, to identify the party that is best to manage the incubation ecosystem going forward.

Modification or Termination

17. This MOU is in effect upon the signature by all parties concerned, and can be amended at any time by mutual consent or can be terminated by either party upon one year's written notice.

Miscellaneous

18. The Parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgements, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted and are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this agreement.
19. This agreement shall be governed by and construed in accord with the laws of the Province of Ontario.
20. If any provision in this agreement is found to be void or unenforceable, that provision shall be severed from the agreement leaving the remainder of the agreement in full force and effect.
21. This agreement represents the entire agreement between the parties and any changes to it shall be in writing duly executed by the authorized representatives of the parties.

The parties hereto agree to the foregoing this day of December, 2017.

Chris Wray, Chair
Sault Ste. Marie Innovation Centre

Theresa Cassan, Vice-Chair
Sault Ste. Marie Innovation Centre

Christian Provenzano, Mayor
City of Sault Ste. Marie

Malcolm White, Clerk
City of Sault Ste. Marie

Schedule A – Sault Ste. Marie Innovation Centre Role

- Technology and Innovation
 - Business advisory services including such items as market intelligence, financing strategies and intellectual property guidance;
 - Programs to assist all firms with technology and innovation development;
 - Support the growth of local technology companies and departments;
 - Sector development projects (e.g. RAIN, ICT, Lottery and Gaming, Energy);
 - Support the improvement of broadband infrastructure in the region.
- Entrepreneur Support and Business Incubation
 - Operate science and technology (S&T) business incubator;
 - Knowledge transfer and networking events;
 - Youth outreach;
 - Explore and develop makerspace facility (if feasible).
- Acorn Information Solutions CGC
 - Promote and establish the partnerships and technological means to efficiently share geospatial data, tools and knowledge amongst community organizations to create safer, healthier and more prosperous communities;
 - Provide clients with creative solutions, focus on new product development and expand the application of geomatics to other sectors.

Schedule B – Economic Development Corporation Role

Business Development

The SSMEDC supports existing businesses and attracts external businesses and investment to create jobs and increase the municipal tax base. It promotes the city's strategic advantages to businesses around the world. In addition, the business development division focuses on small and youth business support, which includes helping local firms access funding programs for expansion or start-up.

The SSMEDC business development goals and tactics are designed to deliver:

1. Entrepreneurship services – for companies to start, grow, and/or re-locate;
2. Support small business through incubation and training or education;
3. Business retention and expansion / growth services – increase investment and trading opportunities;
4. Investment attraction;
5. Develop special projects, initiatives and economic enablers ; and,
6. Identify and assist in developing strategic infrastructure that enables clustering in growth or emerging sectors.

Other key activities may include:

1. Sector specific development;
2. Access to capital programming;
3. Industrial/commercial land development;
4. Providing intelligence; and
5. Strategic initiatives that support infrastructure or projects that advance employment opportunities, workforce development and/or other partnerships.

Tourism:

1. Undertake product and infrastructure development;
2. Increase year-round, overnight travel;
3. Diversify product offerings through packages and itineraries;
4. Strengthen position as a sports tournament and convention destination;
5. Leverage city's location to build outdoor opportunities;
6. Focus on festivals and events;
7. Developing new markets, including international.

*Note: For the Business Development activities outlined above, it is noted that the Sault Ste. Marie Innovation Centre provides these services for companies in the information and communication technology sector.

Schedule C – City of Sault Ste. Marie Role

Community Development

- Development of strategic plan & stakeholder coordination (including Community Roundtable);
- Community promotion campaign;
- Arts & culture development;
- Manage Community Development Fund.

Labour Force Development

- Collaborate with work-force organizations to support:
 - Newcomer attraction;
 - Education and training initiatives;
 - Collaboration with PSE's;
 - Talent repatriation.

Funding for Economic Development

- Provide funding for SSMIC in the amount of:
 - \$277,890 for economic development services (which may be adjusted upon request and with City Council approval on an annual basis)
- Note the Acorn Information Solutions (AIS) services contract is negotiated separately

Schedule D

Strategic Questions	Performance Measure(s)	Target	Actual	Attribution*
<i>To be completed by EDC** and SSMIC individually</i>				
Has the organization increased employment in the City?	Employment values			
	ROI Calculation			
Has the organization increased assessment revenues in the City?	Assessment revenues			
	ROI Calculation			
Has the organization leveraged funds from other public sources?	Amount leveraged			
	ROI calculation			
Has the organization helped to support the establishment of new businesses?	Company formation numbers			
	Number of companies served by business incubator			
Has the organization helped to increase the capacity of local businesses?	Number of workshops held			
	Number of attendees			
	Number of business consultations			
	Number of outbound trade missions			
Has the organization undertaken effective investment attraction?	Number of companies targeted and reached with attraction pitch			
	Number of companies visiting SSM as a result of outreach			
	Number of sector specific conferences/tradeshows attended			
	Number of companies establishing operations in SSM			
Has the organization undertaken outreach to foster entrepreneurship amongst youth?	Number of students engaged			
	Number of classroom visits			
	Number of participants in programs			
<i>To be completed by Tourism SSM</i>				
Has the organization increased tourism to the community				
	Number of consumer packages sold			
	Number of visitor days generated from packages sold			
	Direct consumer spend from package sales			
	Number of conventions/sports events			

	hosted			
	Number of visitor days generated from conventions/sports events			
	Direct spend from delegates/participants of conventions/sports events			
	Number of bus tours			
	Number of visitor days generated from bus tours			
	Direct spend from bus tours			
	Number of cruise ships/passengers			
	Travel media hosted and value of earned media			
	New products/services/markets developed			

***Measurement attribution**

- i. For any job creation results or funding results claimed by the EDC or SSMIC, the organizations will include an attribution scale which will indicate their level of involvement in the project according to the following scale:
 1. Minimal involvement – 10% attribution
 2. Medium involvement – 50% attribution
 3. Full economic development services – 100%

For example, if a company establishes a new operation that the EDC or SSMIC has not been involved with supporting or only marginally been involved then they would assign an attribution of 10% to the jobs created (100 new jobs x 10% = 10 jobs claimed in results). In the same example, if the EDC or SSMIC provided a full suite of economic development services (site location, funding assistance, company support services, etc.), they would claim 100% attribution of the jobs (100 new jobs x 100% = 100 jobs).

******Work shall be completed by the SSMIC in cooperation with the City to collect appropriate data sets to complete and satisfy itemized Strategic Questions. This may require the City to make available to the SSMIC tax information and other information required to satisfy the Strategic Questions where permitted based on legislation.

Funding Agreement & Memorandum of Understanding

Between:

The Corporation of the City of Sault Ste. Marie (hereinafter 'the City')

and

The Sault Ste. Marie Economic Development Corporation (hereinafter 'the EDC')

WHEREAS the City and the EDC entered into a Memorandum of Understanding ('MOU') dated August 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City and SSMIC entered into a Memorandum of Understanding ('MOU') dated September 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City has undergone a review of its economic development activities in order to ensure that the City is making its best effort to develop its economy and using the limited resources available to it as effectively as possible by avoiding program duplication and minimizing administrative costs;

WHEREAS the City worked in consultation with the EDC and SSMIC throughout its review to ensure that all three parties will work together to optimize economic development and economic diversification;

NOWHEREFORE the parties agree as follows:

Term

1. This funding agreement and memorandum of understanding (hereinafter 'agreement') is for a term of five (5) years beginning on January 1st, 2018 and ending on December 31st, 2022. This agreement will be automatically renewed for a further five (5) year period unless the City gives notice on or before June 1st, 2022, that it will not renew the agreement.

Roles & Responsibilities

2. The EDC's role and responsibilities as further particularized and outlined on Schedule 'A' includes small business/enterprise services, business retention and expansion, business investment and attraction and tourism attraction and product development. In discharging its responsibilities, the EDC will direct and refer any business or company it interfaces with that is in the information and communication technology sector to SSMIC.
3. SSMIC's role and responsibilities as further particularized and outlined on Schedule 'B' includes supporting, assisting and promoting technology and

innovation, entrepreneurship, business incubation and the community geomatics centre.

4. The City's role and responsibility as further particularized and outlined on Schedule 'C' includes the management of the economic & community development fund, arts and culture development, community identity (branding and promotion) and labour force development. The City shall collaborate with the EDC in other areas of strategic interest, including, but not limited to, the following:
 - a. community promotion campaign;
 - b. arts and culture development; and
 - c. the development of their strategic plan.
5. The City will provide funding or in – kind support in accord with its commitments as specifically prescribed on Schedule 'C'.
6. The SSMEDC shall not be a source of funding or other support for projects that do not have the potential to generate Economic Development.
7. The SSMEDC may also request from the City and/or Council additional funds to carry out specific programs, projects, or activities on behalf of the City and/or Council. The City and/or Council may also ask the SSMEDC to undertake specific programs, projects, or activities on behalf of the City and/or Council. The SSMEDC and the City and/or Council shall agree to the funds to be required for the SSMEDC to pursue the additional service. These funds shall not be considered part of the base funding for the purpose of calculating the minimum budget increase for the following year.
8. The SSMEDC shall be responsible to develop its own annual budget that meets the conditions, deliverables, and accountability of this MOU.

Governance

9. The EDC Board of Directors (hereinafter 'Board') will have no more than nine (9) voting members and two (2) non – voting ex-officio members. Of the nine (9) voting members, four (4) shall be appointed by the City which appointments will include the Deputy CAO Community Development and Enterprise and three (3) nominated by City Council. City Council will make its best efforts to appoint directors recommended by the EDC Board of Directors that have business

acumen and expertise or that have skills and experience consistent with any skill based matrix being employed or used by the EDC Board. The two (2) non – voting ex-officio members shall be the Mayor and a City Councillor as nominated by City Council. These changes will be confirmed by the EDC’s Board of Directors at a future Board meeting or Annual General Meeting to take place by June 30th, 2018.

10. The EDC agrees to implement and abide by best governance practices which shall specifically include an amendment of the EDC’s bylaws in order that the Board of Directors have terms and term limits.

Reporting

11. The EDC will create a (5) five – year strategic plan for its organization which will be presented to City Council for its endorsement. The first such plan will be provided November of 2019.
12. Based on the strategic plan, the EDC will develop an annual business plan and budget submission which shall address and include the performance metrics outlined on Schedule ‘D’ attached hereto and/or as modified by mutual consent throughout the term of the agreement. The business plan and budget will be submitted to the City by November 15th of each calendar year for the following calendar year. The first such plan will be provided November of 2018.
13. The EDC will submit an annual report and financial statements within 120 days of the calendar year end. The annual report will include an analysis based upon the business plan and the metrics outlined therein.
14. Notwithstanding the foregoing, the EDC will not be permitted to undertake either a capital spend or an equity investment in excess of two hundred and fifty thousand (\$250,000.00 CDN) dollars that is not provided for in any of the five (5) year strategic plan, annual business plan, project budget or budget submission without prior approval of City Council evidenced by a supporting resolution.

Dispute Resolution

15. In the event that any claim, dispute or other matter related to the scope of services provided by the EDC (herein referred to as a “dispute”) shall arise between the parties during the term of the agreement, the following process shall apply:

- a) Level I – The dispute shall be referred initially by the party raising the dispute to the other party in writing. For the purposes of this level, the initial reference of the dispute shall be to the level of the CAO for the City and a delegate of the EDC. In the event that the dispute cannot be resolved within 10 business days, the dispute shall escalate to Level II;
- b) Level II – In the event that the dispute remains unresolved between the parties, it shall be submitted to City Council by the Chief Administrative Officer for the City and the full board of the EDC for determination.

Each party shall bear their own costs with respect to resolving the dispute.

Collaboration

- 16. The parties agree to continue to work with each other and SSMIC to assess their respective operations, minimize program duplication and reduce administrative costs as and wherever possible as between the three organizations. In furtherance of this goal, the parties agree to make best efforts to work jointly on business education workshops in order to maximize available funds and minimize duplication.
- 17. With specific respect to business incubation, the parties agree to evaluate the operation of two business incubators within the City to determine the optimum use of the funds invested in the two incubators, to consider the consolidation of the two incubators and, if so consolidated, to identify the party that is best to manage the incubation ecosystem going forward.

Modification or Termination

- 18. This MOU is in effect upon the signature by all parties concerned, and can be amended at any time by mutual consent or can be terminated by either party upon one year's written notice.

Miscellaneous

- 19. The Parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgements, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted and are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this agreement.

20. This agreement shall be governed by and construed in accord with the laws of the Province of Ontario.

21. If any provision in this agreement is found to be void or unenforceable, that provision shall be severed from the agreement leaving the remainder of the agreement in full force and effect.

22. This agreement represents the entire agreement between the parties and any changes to it shall be in writing duly executed by the authorized representatives of the parties.

The parties hereto agree to the foregoing this day of December, 2017.

Rob Reid, Chair, EDC

Terry Rainone, Vice – Chair, EDC

Christian Provenzano, Mayor

Malcolm White, Clerk

Schedule A – EDC ROLE

Business Development

The SSMEDC supports existing businesses and attracts external businesses and investment to create jobs and increase the municipal tax base. It promotes the city's strategic advantages to businesses around the world. In addition, the business development division focuses on small and youth business support, which, includes helping local firms access funding programs for expansion or start-up.

The SSMEDC business development goals and tactics are designed to deliver:

1. entrepreneurship services – for companies to start, grow, and/or re-locate;
2. support small business through incubation and training or education;
3. business retention and expansion / growth services – increase investment and trading opportunities;
4. investment attraction;
5. develop special projects, initiatives and economic enablers ; and,
6. identify and assist in developing strategic infrastructure that enables clustering in growth or emerging sectors.

Other key activities may include:

1. sector specific development;
2. access to capital programming;
3. industrial/commercial land development;
4. providing intelligence; and
5. strategic initiatives that support infrastructure or projects that advance employment opportunities, workforce development and/or other partnerships.

Tourism

1. Undertake product and infrastructure development
2. Increase year-round, overnight travel
3. Diversify product offerings through packages and itineraries
4. Strengthen position as a sports tournament and convention destination

5. Leverage city's location to build outdoor opportunities
6. Focus on festivals and events
7. Developing new markets, including international

*Note: For the Business Development activities outlined above, it is noted that the Sault Ste. Marie Innovation Centre provides these services for companies in the information and communication technology sector.

Schedule B – SSMIC ROLE

- Technology & Innovation
 1. Business advisory services including such items as market intelligence, financing strategies and intellectual property guidance
 2. Programs to assist all firms with technology and innovation development
 3. Support the growth of local technology companies and departments
 4. Sector development projects (e.g., RAIN, ICT, Lottery and Gaming, Energy)
 5. Support the improvement of broadband infrastructure in the region
- Entrepreneur Support & Business Incubation
 1. Operate science and technology (S&T) business incubator
 2. Knowledge transfer and networking events
 3. Youth outreach
 4. Explore and develop makerspace facility (if feasible)
- Acorn Information Solutions
 1. Promote and establish the partnerships and technological means to efficiently share geospatial data, tools and knowledge amongst community organizations to create safer, healthier and more prosperous communities
 2. Provide clients with creative solutions, focus on new product development and expand the application of geomatics to other sectors

Schedule C – CITY Role

Community Development

- Development of strategic plan & stakeholder coordination (including Community Roundtable)
- Community promotion campaign
- Arts & culture development
- Manage Community Development Fund

Labour Force Development

- Collaborate with work-force organizations to support:
 - Newcomer attraction
 - Education and training initiatives
 - Collaboration with PSE's
 - Talent repatriation

Funding for Economic Development

- Provide funding for the EDC in the amount of (which may be adjusted upon request and with City Council approval on an annual basis):
 1. Base allocation - \$779,510
 2. Business SSM Programs and Services - \$246,000
 3. Tourism SSM - \$168,656
 4. GIS Services - \$10,000
 5. Total - \$1,204,166
- Provide in-kind support for the EDC in the form of:
 1. Provision of office space (square footage and location will be assigned by City of SSM) including heat and hydro. Notification of any changes to this office space will be provided with reasonable notice of not less than six months.
 2. Janitorial and general maintenance services for office space.
 3. Meeting room rentals including setup, coffee and water.
 4. Waste and recycling services.
 5. Provision of network I.T. infrastructure.
 6. Parking (note should City staff be required to pay for parking in the future, EDC staff will also need to follow a similar payment plan).

Schedule D

Strategic Questions	Performance Measure(s)	Target	Actual	Attribution*
<i>To be completed by EDC** and SSMIC individually</i>				
Has the organization increased employment in the City?	Employment values			
	ROI Calculation			
Has the organization increased assessment revenues in the City?	Assessment revenues			
	ROI Calculation			
Has the organization leveraged funds from other public sources?	Amount leveraged			
	ROI calculation			
Has the organization helped to support the establishment of new businesses?	Company formation numbers			
	Number of companies served by business incubator			
Has the organization helped to increase the capacity of local businesses?	Number of workshops held			
	Number of attendees			
	Number of business consultations			
	Number of outbound trade missions			
Has the organization undertaken effective investment attraction?	Number of companies targeted and reached with attraction pitch			
	Number of companies visiting SSM as a result of outreach			
	Number of sector specific conferences/tradeshows attended			
	Number of companies establishing operations in SSM			
Has the organization undertaken outreach to foster entrepreneurship amongst youth?	Number of students engaged			
	Number of classroom visits			
	Number of participants in programs			
<i>To be completed by Tourism SSM</i>				
Has the organization increased tourism to the community				
	Number of consumer packages sold			
	Number of visitor days generated from packages sold			
	Direct consumer spend from package sales			
	Number of conventions/sports events			

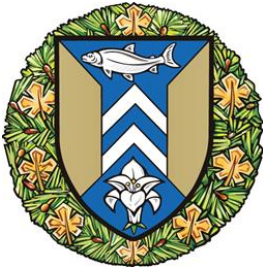
	hosted			
	Number of visitor days generated from conventions/sports events			
	Direct spend from delegates/participants of conventions/sports events			
	Number of bus tours			
	Number of visitor days generated from bus tours			
	Direct spend from bus tours			
	Number of cruise ships/passengers			
	Travel media hosted and value of earned media			
	New products/services/markets developed			

***Measurement attribution**

- i. For any job creation results or funding results claimed by the EDC or SSMIC, the organizations will include an attribution scale which will indicate their level of involvement in the project according to the following scale:
 1. Minimal involvement – 10% attribution
 2. Medium involvement – 50% attribution
 3. Full economic development services – 100%

For example, if a company establishes a new operation that the EDC or SSMIC has not been involved with supporting or only marginally been involved then they would assign an attribution of 10% to the jobs created (100 new jobs x 10% = 10 jobs claimed in results). In the same example, if the EDC or SSMIC provided a full suite of economic development services (site location, funding assistance, company support services, etc.), they would claim 100% attribution of the jobs (100 new jobs x 100% = 100 jobs).

******Work shall be completed by the EDC in cooperation with the City to collect appropriate data sets to complete and satisfy itemized Strategic Questions. This may require the City to make available to the EDC tax information and other information required to satisfy the Strategic Questions where permitted based on legislation.



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Ontario Municipal Commuter Cycling Program Funding

PURPOSE

This report recommends approval of a Transfer Payment Agreement between the Ontario Ministry of Transportation and the City. If approved, the province will provide \$580,534.79 over the next four years for cycling related infrastructure improvements. To access this funding, the City's share is \$145,133.69.

BACKGROUND

In May 2017, City Council approved an Active Transportation Implementation Strategy for 2017–2020. This strategy identified a series of projects including cycling lanes, multiuse paths, signage and amenities. The purpose of the strategy was to develop a robust cycling network throughout the city to encourage commuter cycling and connect residential neighborhoods with employment, commercial, institutional and recreational destinations. If fully implemented, approximately 95% of the city's population will be within 800 m of an active transportation facility. City Council approved the strategy in principle, subject to funding availability.

Later that month, the Ontario Ministry of Transportation launched the Ontario Municipal Commuter Cycling Program (OMCCP); a four-year cost share program with funding to support up to 80% of costs associated with implementation of eligible commuter cycling projects.

In July 2017 City Council approved an application to OMCCP requesting \$250,000. The City's 20% share of \$62,500 was approved to be taken from the 5% Subdivider Reserve Fund.

ANALYSIS

In December 2017, the province approved \$580,534.79 in funding which means that the City's share is \$145,133.69 to access the entire amount. Together, this creates a total implementation budget of \$725,668.48 over the next four years.

In addition to the \$62,500 approved for the original application in July 2017, City Council approved an additional \$62,500 as part of the 2018 budget leaving a shortfall of \$20,133.69. The five-year capital budget includes an allowance of an additional \$62,500 in each of the 2019 and 2020 budget years. The \$20,133.69 can be taken from these amounts in either year subject to annual budget approval.

FINANCIAL IMPLICATIONS

The City can access \$580,534.79 in provincial funding by agreeing to contribute \$145,133.69 on an 80/20 funding cost share arrangement. City Council has approved \$125,000 of the City's share to date. The 2019 and 2020 capital budget forecast reflects additional City funding of \$62,500 each year for this project, which is sufficient to cover the remaining \$20,133.69, subject to Council approval of the capital budget in those years. This will create a total cycling infrastructure implementation budget of \$725,668.48 over the next four years. If the additional \$20,133.69 City funding is not approved, provincial funding of \$100,688.45 will be given up.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan identifies Quality of Life as a focus area. This initiative also aligns with the Infrastructure focus area, specifically developing new infrastructure that supports sustainability and active living. All of the projects under consideration have been identified in the approved Cycling Master Plan and Active Transportation Implementation Strategy.

RECOMMENDATION

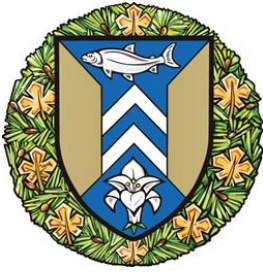
It is therefore recommended that Council take the following action:

By-law 2018-36 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



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



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

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering Services
DEPARTMENT: Public Works and Engineering Services
RE: Request to Rename Foster Drive

PURPOSE

The purpose of this report is to address the following resolution passed at the 2018 01 08 meeting regarding the potential renaming of Foster Drive:

Resolved that...staff proceed to cavass affected property owners for input and report back to Council at a future meeting.

BACKGROUND

A petition was received by Council requesting that Foster Drive be changed to Heritage Drive because it leads up to the flags recognizing the City's founding nations.

ANALYSIS

A name change to Foster Drive would affect the City and agencies within the Civic Centre, the adjacent restaurant, and as many as 20 agencies occupying the Provincial government building at 70 Foster Drive. An enquiry was made to the Facility Manager at 70 Foster Drive regarding the potential name change. After polling the lead Ministry contacts, the Facility Manager advised that the clear and overwhelming response was that there not be a name change.

Staff recommends that the matter not be pursued further.

FINANCIAL IMPLICATIONS

There are no financial implications if there is no street name change.

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:

Request to Rename Foster Drive

2018 02 20

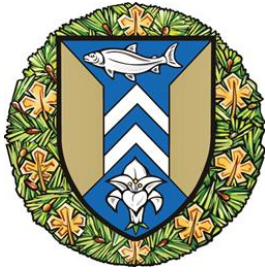
Page 2.

Resolved that the report of the Director of Engineering dated 2018 02 20 be received, and that the recommendation not to rename Foster Drive, be approved.

Respectfully submitted,



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



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Environmental Assessment Reform

PURPOSE

The purpose of this report is to obtain Council approval for a resolution drafted by the Ontario Good Roads Association (OGRA) in support of needed reform to the Municipal Class Environmental Assessment (MCEA) process.

BACKGROUND

The Environmental Assessment (EA) process was developed by the Municipal Engineers Association (MEA) to assist municipalities' efforts to comply with the Environmental Assessment Act. The process has been in place for almost three decades. Over the years, the process has become more complex which has significantly increased costs and project delays. The process ensures all aspects related to the natural, social and economic environment are considered by the proponent, and agencies and individual members of the public are consulted for input. When the study is complete, an individual or agency may request a Part II Order if they are not satisfied that an issue has been properly addressed. Under the Act, the Minister of Environment and Climate Change must rule on whether or not the order is warranted. If a Part II Order is granted, the EA is elevated to a higher level of environmental assessment.

A recent study by the Residential and Civil Construction Association of Ontario (RCCAO) indicates that schedule B and C projects are taking an average of almost 27 months to complete with costs averaging over \$380,000. This does not include the review period for a Part II Order request which will often add another year or more. The lengthy delays may jeopardize project eligibility for funding programs such as the next intake of Build Canada funding. The MEA is proposing that the process be reformed so that the Minister must rule within 90 days of the request for the Part II Order. Additional background can be found in the two attachments.

ANALYSIS

The conclusion of the RCCAO study and input from member municipalities and agencies have identified that the top priority for EA reform is to address the

length of time taken for Part II Order request ruling. The City usually has several EA's ongoing at any given time. Staff have learned through the years that if there is any chance of being in a position to meet capital scheduling forecasts and potential capital funding timelines, environmental assessment work must be initiated years in advance.

The Notice of Completion for the environmental assessment for the Black Road-Third Line corridor was posted in January 2016. One individual submitted a Part II Order request after which the Ministry staff requested clarification. The subsequent addendum to the EA was published in February 2017. The same individual submitted another Part II Order request. Additional clarification was sought by Ministry staff, and it was provided by the City. After another six months of review, in a letter dated February 1, 2018, the Minister has finally advised that the Part II Order has been denied.

It is noteworthy that staff is not of the opinion that the intent of the EA consultation process itself is flawed, nor is there any desire to stifle reasoned and thoughtful input from individuals and agencies into City projects. On the contrary, projects often benefit from that input. The frustration lies in the length of time required to complete the process, particularly resolution of Part II Order requests. If the City is fortunate enough to obtain Connecting Link funding in 2018 for the Black Road project, there is the potential for significant delay if the Part II Order request is not resolved soon.

The e-mail from the MEA and the draft resolution document from the OGRA are attached. Staff recommends that the resolution be granted approval this evening.

FINANCIAL IMPLICATIONS

The resolution does not affect the 2018 capital budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario (RCCAO) have successfully applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act);

And whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence;

And whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions;

And whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500;

And whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process;

And whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken;

And whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Therefore be it resolved that The Corporation of the City of Sault Ste. Marie requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs;

And further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*;

And further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.

Respectfully submitted,



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

Attach.

Don Elliott

From: Hilda Esedebe <hilda.esedebe@municipalengineers.on.ca>
Sent: Wednesday, January 17, 2018 5:06 PM
To: Don Elliott
Subject: MEA REQUESTS YOUR SUPPORT FOR MCEA REFORM
Attachments: 161_1516224636_OGRA_Draft_Resolution_to_Heads_of_Council_Jan_2018.pdf



Dear MEA Members,

Re: Improving Municipal Class Environmental Assessment processes

The Municipal Class Environmental Assessment (MCEA) process was developed by MEA to provide municipalities with a risk-based approach to comply with the *Environmental Assessment Act* for both capital projects and infrastructure maintenance activities. Over time, the MCEA process has become more complex, delaying projects and significantly increasing costs. In fact, a 2014 study by the Residential and Civil Construction Association of Ontario (RCCAO) showed that it was typically taking almost 27 months to complete the process for Schedule B and C projects, with study and consultant costs averaging \$386,500 (not including municipal staff time).

A coalition of EA stakeholders, such as MEA, RCCAO, the Ontario Good Roads Association (OGRA) and many others, agree that EA reform is needed and have been pressing the Ministry of the Environment and Climate Change (MOECC) to make changes.

Last February, a joint application for review was submitted through the Environmental Commissioner of Ontario and forwarded to the MOECC. The Ministry responded positively to the application in mid-April 2017 and committed to completing a comprehensive review by December 2018. A good summary of this is found in the Sept./Oct. 2017 edition of *ReNew* that you can find [HERE](#) [Insert hyperlink]. Although MOECC accepted the arguments made both in the joint application and by the AG, little progress was made in 2017.

Now with the provincial election scheduled for June 2018, there are limited opportunities for the Ontario government to implement legislative and policy changes. Realizing that this window is closing, MEA and RCCAO organized a workshop on November 29, 2017 where 40 municipal practitioners shared their frustrations with the Class EA process. During the discussion, the top priority for EA reform was identified as improving the Part II Order Request (PIIOR) process.

We are pleased to report that MOECC has now put a team in place and is committed to beginning consultation in early 2018. This team will turn its attention to longer-term improvements that will require more discussion. Recognizing time is limited, MEA also wants to implement short-term EA improvements that can be implemented now.

Without speedy reform, Ontario municipalities risk losing out on funding for projects that are subject to the MCEA process. This simply is neither proper infrastructure planning nor good asset management.

For this campaign to gain traction, the involvement of municipalities across Ontario is vital. The Municipal Engineers Association (MEA) is calling on municipal councils to assist our push to improve the Class EA

process. OGRA has distributed a draft resolution (see attached) that was sent to all heads of council and municipal clerks in Ontario.

As a leader in your municipality, you can complement this work by participating in a letter writing campaign.

This is an important issue. Ensure your voice is heard.

Regards,

Hilda Esedebe, P.Eng., MBA, M.Sc.

Infrastructure Services Coordinator

Ontario Good Roads Association/Municipal Engineers Association

1525 Cornwall Road, Unit 22, Oakville, ON L6J 0B2

P: 289-291-OGRA (6472) Ext. 23|F: 289-291-6477|C: 647-537-3723

[Unsubscribe](#)



**ONTARIO
GOOD ROADS
ASSOCIATION**

1525 Cornwall Road, Unit 22
Oakville, Ontario
L6J 0B2
Telephone 289-291-6472
Fax 289-291-6477

Wednesday, January 17, 2018

«Contacts__First_Name» «Contacts__Last_Name»
«Contacts__Title»
«Companies__Company_Name»

The Ontario Good Roads Association is seeking reforms to the Municipal Class Environmental Assessment (MCEA) process. In its current form the MCEA process has made municipal infrastructure projects longer in duration and more costly. The OGRA Board of Directors encourages all municipalities in Ontario to adopt the following resolution that calls on the Minister of the Environment and Climate Change to accelerate the Application for Review of the MCEA process.

Links to further background information about the Municipal Class Environmental Assessment process can be found below the resolution.

DRAFT RESOLUTION

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario have successfully applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act);

And whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence;

And whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions;

And whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500;

And whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process;

And whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken;

And whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Therefore be it resolved that «Companies__Company_Name» requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs;

And further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*;

And further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.

BACKGROUND INFORMATION

The following links provide a comprehensive background of the work that the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario have done to advance this issue of MCEA reform.

- [October 2017 Correspondence from the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario to the Hon. Chris Ballard, Minister of the Environment and Climate Change.](#)
- [ReNew Magazine editorial examining the need to review the Municipal Class Environmental Assessment process](#)
- [The Development Approval Roundtable Action Plan, November 2017](#)
- [Meeting Notes from the November 29, 2017 Evolution of the MCEA Workshop.](#)
- [The MEA Companion Guide for the Municipal Class Environmental Assessment Manual](#)
- [Are Ontario's Municipal Class Environmental Assessments Worth the Added Time and Costs? The 2014 Edition](#)

If you have any questions or concerns, please contact Scott Butler, OGRA's Manager of Policy and Research at 289-291-6472 ext. 24 or via email at scott@ogra.org.

Regards,

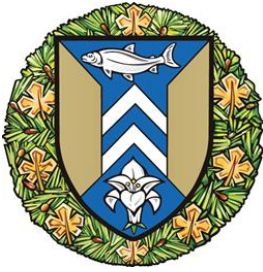
A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line that curves upwards at the end.

Scott R. Butler

OGRA, Policy and Research

22 - 1525 Cornwall Road, Oakville, Ontario L6J 0B2

T: 289-291-6472 Ext. 24 C: 416-564-4319 www.ogra.org



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Northern Avenue EA – Engineering Fees

PURPOSE

The purpose of this report is to obtain Council approval to increase the engineering fee limit for the Northern Avenue Environmental Assessment (EA).

BACKGROUND

An EA is underway to study the Northern Avenue corridor between North Street and Black Road. Council may recall the purpose is three-fold; to study improved access to the P-patch, evaluate the future extension of Northern Avenue easterly to Black Road, and consider a conversion from four lanes to three, with cycling lanes.

As reported to Council in September 2016, the EA has resulted in recommendations as follows:

- Northern Avenue not be extended to Black Road;
- Improved access to the P-Patch be provided by a new road on the existing City right-of-way from the east limit of Northern Avenue southerly two blocks to a tee intersection with Princeton Drive; and,
- Northern Avenue between North Street and Pine Street be converted from four lanes to three – one lane in each direction with a center left turn lane, and curbside cycling lanes.

The second Open House has been held, and the consultant is finalizing the Environmental Study Report based on individual and agency input. The engineering fee limit will be exceeded and the Procurement Procedure and Procedures by-law, section 7(3) requires that Council approval be obtained for additional fees.

ANALYSIS

It is never possible to accurately predict the length of time or the cost of municipal class environmental assessments. This EA is entering its third year. It

is not uncommon for EA's to encounter issues during the course of consultation, as citizens and agencies are actively engaged in the process. Further, recent experience has proven that even one Part II Order request can add considerably more time and expense than in past years. This problem is articulated in another report on this evening's agenda pertaining to EA reform.

FINANCIAL IMPLICATIONS

Engineering fees approved to date total \$90,000, and fees have reached that limit. Previous approvals include \$25,000 in the 2015 budget, \$30,000 in the 2016 budget with an additional \$15,000 approved on September 12, 2016, and another \$20,000 in the 2018 budget. All fees to date have been funded from miscellaneous construction budgets. It is estimated that an additional \$15,000 is required to complete the EA if there is no Part II Order request. It is staff's opinion that based on input to-date, one or more Part II Order requests are likely. Based on recent experience, it is probable that working through a Part II Order will require an additional \$30,000. Accordingly, Council is asked to approve a new fee limit of \$135,000. It is recommended that the additional fees come from the 2018 miscellaneous construction budget. A corresponding \$45,000 decrease will be applied to the resurfacing allowance in the 2018 miscellaneous construction budget.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new and existing infrastructure components of the strategic plan.

RECOMMENDATION

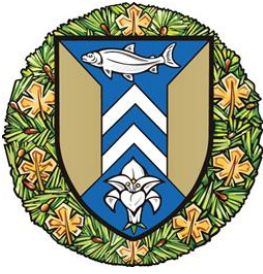
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2018 02 20 be received, and that the recommendation to raise the engineering fee limit for the Northern Avenue EA by \$45,000 to \$135,000, with funds to come from a \$45,000 reduction to the 2018 miscellaneous construction resurfacing budget, be approved.

Respectfully submitted,



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



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Madison Zuppa, Area Coordinator – Environmental Services

DEPARTMENT: Public Works and Engineering Services

RE: Waste-Free Ontario Act Update

PURPOSE

This purpose of this report is to provide Council with an overview of potential changes to waste management services and upcoming City contracts.

BACKGROUND

The *Waste-Free Ontario Act, 2016*, (WFOA) was passed in an effort to establish a full producer responsibility framework in Ontario and move the Province towards a circular economy. The implications of this legislation, and subsequent legislation, regulations, and strategies could have a significant impact on what waste management services are provided locally and how they are delivered.

Amended Blue Box Program Plan

In August of 2017, the Minister of Environment and Climate Change composed a letter directing the Resource Productivity and Recovery Authority and Stewardship Ontario (SO) to develop a proposal for an amended Blue Box Program Plan (a-BBPP).

Under the existing program, the City of Sault Ste. Marie receives 50% of net costs towards the collection and recycling of residential blue box materials. Information is provided through the annual Datacall to determine funding allocations. The 50% allocation is funded by industry stewards, but with the a-BBPP, industry stewards would be 100% financially responsible for their designated products and packaging at the end-of-life.

The draft a-BBPP released on December 19, 2017, outlines a plan to transition to full producer responsibility, including processes and timelines. The a-BBPP places municipalities into Non-Transitioned or Transitioned categories.

Non-Transitioned communities would continue to operate under the existing framework, receiving 50% funding for verified eligible net costs. It is anticipated that all municipalities would transition by 2025. *Transitioned* communities may have a few options to choose from, including: to act as service providers to producers; to work with private service providers; or to opt out from providing service altogether. To facilitate the transition, municipalities will be placed into “catchment areas” based on geography and contract expiration date, which will assist SO in prioritization and sequencing of transition eligibility. The City’s current recycling contract with GFL does not expire until 2022 giving the City some time to navigate through the transition process.

City staff has participated in consultation sessions related to the a-BBPP, and a submission to the Minister is expected on February 15, 2018. City staff will await the outcomes of the Minister’s review, continue to participate in the dialogue surrounding this topic, and will update Council when necessary.

Proposed Food and Organic Waste Framework

In February of 2017, the Province produced a Strategy for a Waste-Free Ontario: Building the Circular Economy, which outlines their goal of an 80% diversion rate by 2050¹, and the objectives in which to achieve this target. One of the objectives is to reduce food and organic waste from going to landfills, resulting in the development of the Proposed Food and Organic Waste Framework.

This Framework proposes a ban on food and organic waste from ending up in disposal sites that would begin in 2022. Furthermore, any Northern Ontario community with a population greater than 50,000, and a population density greater than 300 persons/km², would be required to provide curbside collection of food and organic waste to single-family dwellings in an urban settlement area. This would include a 50% food and organic waste reduction target in single-family dwellings by 2025².

The City of Sault Ste. Marie completed a Co-Composting Pilot Study in 2004 to assess the feasibility of composting food and organic waste. The Pilot resulted in positive response from the participants, but the lifecycle costs were deemed to be prohibitive to implement this type of program. AECOM produced an update to that Study in June of 2017 estimating lifecycle costs upwards of \$168-188 per Tonne.

¹ Government of Ontario. 2017. Strategy for a Waste-Free Ontario: Building the Circular Economy. [Online]. Available at:

https://files.ontario.ca/finalstrategywastefreeont_eng_aoda1_final-s.pdf

² Government of Ontario. 2017. Proposed Food and Organic Waste Framework. [Online]. Available at: http://www.downloads.ene.gov.on.ca/envision/env_reg/er/documents/2017/013-1814_Framework.pdf

City staff reviewed the posted Framework on the Environmental Registry (EBR) and provided general comments to the Association of Municipalities of Ontario (AMO) who completed a formal submission jointly with the City of Toronto, Regional Public Works Commissioners of Ontario, and the Municipal Waste Association in January 2018. City comments focused on: establishing funding avenues for implementation, especially for communities with limited resources, low tonnages and those isolated from economies of scale; beneficial use of recovered organic materials; and the timeframe for implementation given the 2019 expiration date of the City's refuse contract.

ANALYSIS

The City engaged AECOM to provide a summary of the implications to the City as a result of these proposed legislative changes. A copy of that report is attached.

FINANCIAL IMPLICATIONS

No specific financial implications are outlined in this report. It is important to note that becoming a transitioned community under the a-BBPP, when eligible, will remove the financial obligation for recycling services from the City budget; however, providing curbside collection of food and organic waste will be a significant capital and operational investment for the City. As more information becomes available, a plan will be prepared with Public Works, Engineering and Finance staff determining the capital and operational impacts from both a finance and timing perspective.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Area Coordinator – Environmental Services dated 2018 02 20 concerning the Waste-Free Ontario Act Update be received as information.

Respectfully submitted,



Madison Zuppa
Area Coordinator – Environmental Services
705.541.7000 ext. 283
m.zuppa@cityssm.on.ca

Memorandum

To Susan Hamilton Beach

Page 1

CC

Subject **Potential Impacts of Provincial Waste Management Programs**

From Rick Talvitie

Date February 7, 2018

Project Number 60537854

The Province has initiated a number of waste management program changes that could have a significant impact on the delivery of waste management services in the City of Sault Ste. Marie. These changes include the Proposed Food and Organic Waste Framework (p-FOWF) and the Amended Blue Box Program Plan (a-BBPP).

The latter of these two initiatives is currently in the early stages of implementation while the Ministry of Environment and Climate Change (MOECC) is currently addressing comments received on the p-FOWF.

Amended Blue Box Program Plan (a-BBPP)

Under the current blue box program the costs for the collection and processing of recyclables are shared between the municipality and the Resource Productivity and Recovery Authority (RPRA) (formerly Waste Diversion Ontario), with the municipality taking responsibility for procuring and administering these services. The intent of the a-BBPP is to place responsibility for the collection and processing of recyclables directly on the producers of packaging materials. With this approach the Municipality will no longer be responsible for any of the program costs nor for procuring and administering the services. These responsibilities and associated costs will be borne by Stewardship Ontario (SO) under the amended plan.

The City's current collection contract ends in October, 2022. The a-BBPP plan includes provisions to transition to the new program either at the time of the contract end or in advance of the end date. An early transition to the new program would require approval of the program administrators and may eliminate the current costs being incurred by the City for the collection and processing of recyclables but would likely result in early termination costs to address damages to the Contractor, Green for Life (GFL). Based on our cursory review of the City's contract with GFL there does not appear to be specific provisions included in the contract to address a unilateral contract termination before the contract end date. An early termination would have to be negotiated and the early termination costs would be borne by the City and are not eligible for reimbursement under the program.

Based on the forgoing the principle issue the City must address in relation to the a-BBPP is whether to terminate its current contract with GFL early. This decision is principally impacted by the early contract termination costs relative to the savings that may accrue with the elimination of the City's net recyclables collection and processing costs but may also be impacted by the p-FOWF if it is implemented in its current form (discussed later in this Memo).

There are also a number of questions the City will want addressed regarding the future procurement of these services by the Steward's. These questions are summarized as follows:

1. Will the Steward's continue with a two stream recyclables collection process?
2. Will the Steward's maintain the same service level (eg. weekly vs. bi-weekly collection)?
3. Will the Stewards collaborate with Municipalities to optimize collection efficiency if organics collection is incorporated in their waste management program? For example, it is yet to be seen how the recyclables collection costs will be managed by SO in cases where multiple waste streams are collected by one truck. A possible approach may consist of the Stewards contributing 1/4 of the collection costs in cases where organics are collected weekly with bi-weekly collection of refuse and recyclables. Presumably this will be addressed in the near term as municipalities work through the a-BBPP transition process. The manner in which municipalities with multiple waste stream collections transition may assist the City of Sault Ste. Marie in better understanding their options for future collection.

It is our understanding that City staff will continue to participate in the a-BBPP transition teleconferences. It is anticipated that these and other questions will be answered over time and will better position the City to make the best choices to meet their future waste collection needs.

Proposed Food and Organic Waste Framework (p-FOWF)

Given that the p-FOWF is currently in the public comment phase it is not known whether it will be implemented in its current form or whether it will be modified. Furthermore a provincial election is planned for the spring of 2018 and it is unclear whether there is adequate time to implement the framework prior to the election. The possibility exists that if there is a change in government the framework may not be implemented or it may be changed modestly or significantly prior to implementation.

The p-FOWF could have significant impacts on the City's delivery of waste management services in the future. In its current form, the framework includes a target of 50% waste reduction and resource recovery of food and organic waste generated in single-family dwellings in larger Northern Ontario communities (i.e. populations over 50,000 and densities exceeding 300 persons/km²). This effectively mandates the City to undertake a source separated organics (SSO) program (i.e. curbside collection of organics) commencing in or before 2025.

There are a number of challenges that the City faces to incorporate curbside collection and processing of food and organic waste. Some of the key challenges are summarized in the following paragraphs.

Currently refuse collection within the City is completed in part by City staff and equipment and in part by a Contractor. In addition, recyclables collection and processing is procured through a separate contract. The end dates of the refuse collection and recyclables collection and processing contracts are not aligned, with the refuse collection contract ending in June, 2019 and the recyclables contract ending in October, 2022. Typically the preferred term for a collection contract in Sault Ste. Marie would be in the range of 8 to 10 years to allow full amortization of collection equipment.

The typical approach to waste collection in municipalities that have source separate organics (SSO) programs is weekly collection of organics (most odourous waste stream) with bi-weekly collection of

recyclables and refuse. This collection is usually achieved with a split body waste truck that houses organics in one section of the truck and either recyclables or refuse in the other section of the truck. Although this approach may be the most cost effective collection solution it may not be the best suited to the circumstances in Sault Ste. Marie particularly given the current two stream recyclables collection methodology. An alternate approach that may lend itself well in Sault Ste. Marie would consist of weekly collection of organics and refuse in a split body truck with weekly or bi-weekly two stream collection of recyclables in a separate split body truck. The benefits of two stream recyclables collection include less contamination and improved quality of the processed material leading to enhanced marketability and less residual waste destined for disposal. As noted previously SO will be responsible for recyclables collection in the future and it is not known whether they will support this approach. Ultimately it would be beneficial to align the future end dates of the recyclables and refuse collection contracts to provide as much flexibility as possible in the procurement of a multiple waste stream collection contract.

Based on the forgoing the principle issue the City must address in relation to the p-FOWF is whether the City should proceed with its current plans to renew its refuse collection contract with a 2019 start date? The proposed contract term is nine years, with an option to renew for one year (i.e. 2028 or 2029 end date), which does not align well with the targeted 50% waste reduction and resource recovery of food and organic waste by 2025 nor with the current recyclables collection and processing contract end date (i.e. October, 2022).

In addressing this question the City may consider the following options relative to the current and future refuse and recyclables collection contracts:

1. Continue as planned with a new refuse collection contract commencing in July 2019 and address organics collection if and when it is mandated. Under this option a separate organics collection may be implemented for an interim period until the end dates of the collection contracts can be aligned. The City could also request the 2025 date for 50% waste reduction and resource recovery of food and organic waste be extended to one year beyond the refuse collection contract end date (i.e. 2029) and negotiate with SO to establish the same end date for the recyclables collection and processing contract if all three waste streams are to be collected by one collection vehicle (i.e. organics/recyclables in one week and organics/refuse in the second week). **All contracts would be aligned in 2029.**
2. Proceed with a reduced term for the new refuse collection contract (eg. six to eight years). The nine year term was established based on the anticipated service life of the collection equipment and any reduction may result in increased costs as Contractors will likely amortize their equipment over a shorter timeframe. This approach would better align the end date of the refuse collection contract with the proposed 2025 date noted above. For example if the term of the contract was reduced to eight years it would potentially allow for collection of multiple waste streams commencing in 2027 which is moderately beyond the proposed 2025 date. The City could also negotiate with SO to establish a June, 2027 end date for recyclables collection and processing if all three waste streams are to be collected by one collection vehicle (i.e. organics/recyclables in one week and organics/refuse in the second week). **All contracts would be aligned in 2027.**
3. Extend the term of the current refuse collection contract by one additional year to June, 2020. This would “buy some additional time” to provide greater clarity on the governing party and their policies following the spring election and the future direction of the p-FOWF. There may also be some lessons learned from municipalities that are transitioning to the a-BBPP in advance of Sault Ste. Marie.

4. Extend the term of the current refuse collection contract to align with the recycling contract end date in 2022 to provide some flexibility to tender the collection of multiple waste streams at that time (Note: the contract could be tailored to initiate organics collection at that time or a later date such as 2025). **All contracts would be aligned in 2022.**
5. Negotiate an early termination of the recyclables contract end date (ie. June, 2019 in lieu of October, 2022) to align the contract end dates and provide some flexibility to tender the collection of multiple waste streams at that time or a later date. **All contracts would be aligned in 2019.**

Note: waste collection programs that include organics/recyclables collection in one week and organics/refuse collection in the second week require single stream recyclables collection which represents a change relative to the current two stream collection program.

If the City elects to proceed with a waste collection tender at this time, other questions to be addressed include:

Should the tender be structured for mechanical collection only? City staff support mechanical refuse collection for health and safety reasons and plan to solicit Council support prior to issuing a Request for Proposals (RFP).

Assuming a refuse collection contract is tendered with mechanical collection only, **a decision has to be made on the size of the carts and whether residents will be offered a choice of cart size.** AECOM has reviewed and shared with staff approaches that are being used in several other municipalities. The principle advantage of incorporating multiple cart sizes is that there are fewer tagged bags curbside that require manual collection as households can select a cart size that best suits their needs. The disadvantage is the increased complexity and cost associated with administering a program with multiple cart sizes.

In determining an appropriate cart size the City should also consider the potential impacts of implementing an organics collection program sometime in the future. **If organics collection is initiated in the future, refuse collection may revert to bi-weekly collection and the cart size selected for implementation in 2019 should also be suitable for this future scenario (i.e. avoid having to purchase new carts at the time organics collection is initiated).**

In addition **a decision is also required on whether multi-unit residential properties with six or fewer units will be provided with individual carts for each apartment or one cart to service multiple apartments.**

February 13, 2018

Mr. Dave Gordon
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Via email DGordon@amo.on.ca

Dear Dave:

Thank you for taking the time to meet with us to discuss how Stewardship Ontario and municipalities can move forward to complete the work initiated by the Accord partners last Spring and under the terms set in the Minister's Program Request letter of August 14th, 2017.

As we indicated in our meeting, Stewardship Ontario and the stewards are committed to completing an amended Plan as a means to transition to the RRCEA. As our partners, you will play an integral role in the transition to full producer responsibility. We are grateful for all of the efforts of the municipal sector in contributing to Plan development so far.

However, as we all know, our joint work is not finished and key elements require more discussion and alignment.

With all of this in mind, the Stewardship Ontario Board meeting on January 25 considered three options for action:

1. Abandon this process entirely and immediately and signal that Stewardship Ontario will not be able to fulfil the Minister's instruction.
2. Approve the draft plan with changes considered over the period of consultation and submit the draft to RPRA.
3. Seek out a new process and a potentially more agreeable outcome directly with the municipal sector.

In its deliberations, the Board considered that:

- First, Stewardship Ontario and the stewards have signaled support for producer responsibility and the RRCEA so an abandonment of the draft plan would be inconsistent with the position taken to date.

- Second, merely approving a plan in the face of serious municipal concerns and the need of that community for more information would be both disrespectful to the municipal sector and would reflect poorly on the consultative process attempted in these intervening months, and
- Third, success for all parties can only be assured by a greater degree by patience, clarity of intent and strategic candour and a vigorous yet disciplined exchange of meaningful operational ideas between the two principle parties structured so as to better address their respective concerns.

The Board has elected not to abandon the process nor to submit a plan that does not have sufficient municipal support. Rather, the Board determined that the most prudent and respectful course of action would be to propose a new, different engagement with the municipal sector consistent with the support for producer responsibility signaled by the steward community and Stewardship Ontario with a view to completing the transition under the WDTA in accordance with the requirements of the Minister's August letter and the Act.

We recognize the problems inherent in the consultation process followed to this point. That approach, similar to what is used in government policy development, has Stewardship Ontario propose initiatives or ideas while requiring stakeholders to either agree or oppose. It is not sufficiently iterative to work through matters of more complex operational detail nor does it allow for the more fulsome discussions around policy issues that are often intertwined. In effect, given the history between the parties, the current process hinders Stewardship Ontario and the Accord participants' ability to complete the work necessary to agree on critical operational details in support of the plan. Our joint work is not finished and regretfully, the process utilized may be contributing to discord and suspicion.

As a result, we would very much like to engage the municipal sector in a joint process that will allow us to work out our transition blueprint with the detail necessary to establish clarity about how the transition will proceed.

We will need to work together to develop these details through a collaborative decision-making process that enables us to resolve any issues and concerns in real time. That process starts first and most importantly with a different governance model on how the Blue Box transition implementation will take place. That model

should last for so long as there continues to be the need to balance the needs of the people who resolve issues and those who design solutions throughout the effort, and is one which provides for joint, iterative working groups of municipal and steward representatives supported as appropriate by other relevant, affected stakeholders.

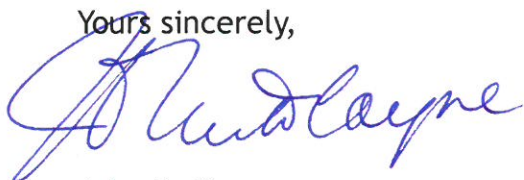
We certainly welcome your views and the views of others on how most effectively to resource the various task areas and should you agree to join us on this journey, we would need to engage in a more practical discussion about process, people, the work that will be undertaken, the level of commitment required and the estimated time to finish the work.

We would like to enlist your support to allow this process to unfold in ways that will allow both Stewardship Ontario and the municipal sector to put their best work forward so we can move on with the transition to full producer responsibility in the province of Ontario.

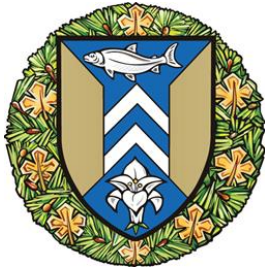
As we indicated, the draft Plan is not yet complete and continues to be a work in progress. Our intention is to share this draft with stakeholders in the next few weeks. We will work with RPRA to develop the stakeholder engagement plan that will flow from that draft. We will want to work with the municipal sector to ensure that the stakeholder engagement plan coincides with our efforts in this new emerging process in order to properly deal with policy issues and operational issues, all with a view to moving us all to an approvable plan.

We look forward to continuing our dialogue on the proposal for moving forward. We would like to discuss this framework with the Accord participants as a logical next step to our conversation of this morning. Let us know if that would be acceptable to your constituency.

Yours sincerely,



John D. Coyne
Chair,
Stewardship Ontario



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng.

DEPARTMENT: Public Works and Engineering Services

RE: Curbside Waste Collection Services Review

PURPOSE

The purpose of this report is to respond to the Council resolution dated January 8, 2018, which reads,

“Whereas on September 25, 2017 Council agreed to extend the refuse collection contract for an additional year to a revised end date of July 29, 2019; and
Whereas the report to Council on September 25, 2017 advised Council that it was the intention of staff to "use AECOM to complete an analysis of the collection methods and prepare a request for proposals to commence a new contract that would begin when the current contract expires"; and
Whereas the extension of the contract and the proposed request for proposal provide Council with the opportunity to examine the entire waste collection system and determine if there are efficiencies that can be found;
Now Therefore Be It Resolved that staff be requested to prepare a report comparing the costs of the two systems of refuse collection currently deployed in the City, those being collection by City staff and collection by an independent contractor, and that the comparison include, but not be limited to, the following costs:

- the number of pickups for each collection method
- all associated labour costs
- pension and benefit costs
- cost to purchase, service and maintain equipment
- fuel costs
- costs for providing accommodation to any employees who require it
- administrative costs, whether fully apportioned to waste collection or on a proportional basis; and
- any other relevant cost”

BACKGROUND

Currently, Public Works collects residential refuse in the urban core or downtown area of the City for approximately 12,307 properties. The approximate boundaries are Goulais Avenue (west), Boundary Road (east) and Second Line to the north. The balance of the City's refuse customers are serviced by Municipal Waste & Recycling Consultants Inc. under contract with the City. Since the amalgamation (1965), the City has split refuse collection between City forces and the private sector in this manner. It should be noted that City forces collect leaf and yard waste for the entire City.

The City utilizes four (4) staff full-time to carry out the year-round refuse collection. With respect to equipment dedicated to this area, the City has five (5) collection trucks with two (2) being dedicated for refuse collection, two (2) dedicated to leaf and yard waste collection throughout the growing season and one (1) spare truck. The staffing of the leaf and yard waste collection vehicles is done on an as-needed basis during the growing season with these staff pulled from Operations.

For the purposes of this evaluation, only the four (4) refuse collection operators are included, however, should the City no longer provide refuse collection – leaf and yard waste collection would need to be addressed as this service is wholly provided by the City. An administration allowance has also been included, however, this amount would not be saved as staff are responsible for overseeing many components of the City's waste management services.

ANALYSIS

This analysis addresses each of the items outlined in the resolution.

Information	Actual		Proposed	Notes
	Contractor (2105)	City (2015)	Balanced No. of Stops	
Number of pickups for each collection method	14,560	12,307	13,433	When routes were originally set, the count in each (City/Contractor) area were close to balanced; Majority of growth (ie. new stops) is in the contractor area resulting in the difference in number of serviced stops between the City and the Contractor in 2015.

Information	Actual		Proposed	Notes
Labour - All associated labour costs - Pension and benefit costs - Administration costs	\$33.70/stop	\$23.49	\$21.52/stop	For City costs, labour costs for four (4) full time staff including benefits and WSIB An allowance is included for administration costs, however, the supervisory staff overseeing the 4 collection staff are dedicated to the management and operation of the landfill, curbside collection, HHW, administration of waste collection and all other waste management functions (ie. Wood waste, metals, tires, cardboard, etc.) This would not be saved should the City choose to go to Contract collection entirely.
Equipment - Cost to purchase, service and maintain equipment - Fuel costs	Included in \$33.70/stop	\$14.67	\$13.44/stop	Cost excludes financing and reflects actual average maintenance costs on the City vehicles over 4 year span. Contractor price has a fuel escalation/de-escalation clause that results in a calculation to increase or lower the rate per stop; Insurance costs included here
Cost for providing accommodation to any employees who require it	n/a	n/a	n/a	Generally, City workers are placed into the Operations workforce;
Total	\$33.70/stop	\$39.38/stop	\$36.08/stop	Per stop/Annually
Difference compared to Contractor 2015 Price	--	\$5.68/stop	\$2.38/stop	Per stop/Annually

There are no other relevant costs that can be determined.

ANALYSIS (continued)

Please note this assessment is done based on the actual number of stops assigned both the Contractor and the City in 2015 and with the consideration of balanced assignments between both the City and Contractor. This reassignment shall take place with the issuance of the next RFP and from time to time in the future should the hybrid approach be approved.

Sault Ste. Marie is among many communities assessing and reviewing the provision of curbside waste collection service. Based on the comparison completed of the 2015 values – staff understand that the hybrid approach has historically been in the community's best interest and continues to have its benefits and assists in remaining competitive.

Below are some key points from a Solid Waste & Recycling Magazine article outlining the benefits of the split model (or hybrid approach);

- “The competitive atmosphere between service providers reduces complacency and motivates the public sector to operate in a manner similar to the private sector;
- On the private side, knowing that the municipality is in the same business encourages the private sector to provide better pricing;
- Allows the City to maintain control of the service delivery without the capital and operating costs of maintaining a City-wide waste collection fleet;
- Direct supervisory time is reduced and staff time may focus on contract administration; and
- The split model reduces the exposure (of the municipality) to possibly higher costs in the future (in the case of a private sector monopoly).”

Municipalities that have opted towards privatization of this service have determined there remains a need for the public sector to service certain areas. For example, Toronto has maintained the provision of collection service in the downtown core by the public sector as there are many narrow streets and some areas have nighttime service. The City's service area (the downtown core and more urban area) does pose many challenges such as narrow laneways, dead ends, one way streets, homes serviced only from the rear of the property and an increase in the discovery of sharps. All of these challenges would potentially be further argument to keep this area serviced by the City.

A survey of the northern communities has resulted in the following information:

- Thunder Bay – 100% city collection
- Timmins – 100% city collection
- Sudbury – hybrid collection model (similar to SSM)
- North Bay – 100% contractor collection

In comparison, the City of North Bay's price per stop – given the only community in the north that is serviced 100% by contractor - is over \$40/stop per year.

In summary, after reviewing our collection methods and pricing, examining the benefits of the hybrid model and looking at the other comparable northern communities, staff would recommend continuing with the split (hybrid) model.

FINANCIAL IMPLICATIONS

From a financial dollar perspective, the savings of a fully contracted service is estimated to range between \$17,000 and \$55,000 annually based upon the 2015 evaluation. Other non-financial considerations have also been assessed in the staff recommendation and are detailed in the Analysis section above.

STRATEGIC PLAN / POLICY IMPACT

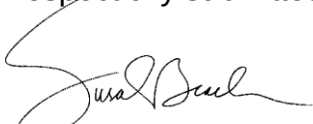
This matter is related to the Corporate Strategic Plan as it deals with delivering excellent customer service to the community in a cost effective manner.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works be received as information and furthermore that Council direct staff to report to Council at a later date to seek approval of the framework for the upcoming Request for Proposal dealing with the provision of waste collection service for the City based on a split (hybrid) approach (Contractor and City areas balanced).

Respectfully submitted,

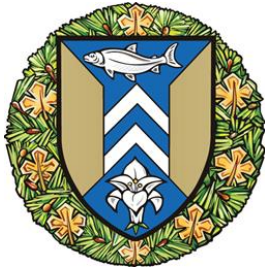


Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Mike Blanchard – Manager- Waste Management

DEPARTMENT: Public Works and Engineering Services

RE: Holiday Season – Curbside Bag Limits

PURPOSE

The purpose of this report is to inform Council of the past practice regarding waste collection during the holiday season, and to request Council's approval to alter this practice by doubling the allowable maximum limit in the future – instead of allowing unlimited waste at the curb.

BACKGROUND

Annually, during the two-week period of the holiday season, the waste bag limit is relaxed to accommodate the extra waste generated by residents. This occurred during this past holiday season from December 26, 2017 to January 06, 2018.

For the remainder of the year, curbside collection allows two (2) bags of waste or two (2) 121 litre waste containers. This is in accordance with By-Law 2004-68 for the Control and Management of Waste and Recycling.

ANALYSIS

The historical elimination of the waste limits has created many problems for the waste collection process. Noted problems experienced during the holiday season include:

- Increase in total waste collected curbside in all areas of the City with some users (both residents and small businesses) putting out waste that has been stored for an extended period of time. The intent of this service is to allow for the additional waste generated throughout the holiday season ONLY;
- Abuse of unlimited collection to avoid paying for bag tags for extra waste, or the applicable landfill tipping fees should the waste be disposed of at the landfill;

- Noted lack of recycling by residents due to the relaxing of the bag limits even though extra bags are only to be picked up from the residents participating in the recycling program;
- Many containers are put out exceeding the weight limit with this extra weight posing potential health and safety issues for workers who are manually collecting waste;
- Many residents not using proper waste containers and bags;
- As the rules are relaxed, some residents are putting paints, aerosols, debris, and refuse that should be processed at the Household Hazardous Waste Depot;
- Many multi-family bins become overflowing with unsightly waste;
- Extra staff and equipment are required by both the Contractor and City during this period of time to collect the extra waste;
- Fear of vermin and other critters feeding off the large piles of waste; and
- Fear of exposure of workers to sharps that are more difficult to identify.

In order to mitigate the difficulties encountered, staff recommend doubling the limits set out in the By-Law 2004-68 to give adequate consideration of the extra waste generated at this time of year. Doubling the limit will be able to be enforced and controlled with the support of Council.

Also, it is important to note that waste diversion and the three (3) R's (reduce, reuse, and recycle) are a primary focus of the Ministry of Environment and Climate Change with the expectation that municipal policies support that goal. Complete elimination of the curbside limit does not support this provincial direction.

FINANCIAL IMPLICATIONS

Doubling the curbside limit, may see additional revenue generated as waste beyond the allowable limit should be taken to the landfill subject to the established user fee rates, approved by Council, or placed at the curb with bag tags at a rate of \$2 per bag.

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 Manager – Waste Management dated 2018 02 20 be received as information, and furthermore that the recommendation that City Council approve doubling of the maximum curbside set out limit, as determined in By-Law 2004-68 or successor By-Laws for all future holiday seasons.

Holiday Season – Curbside Bag Limits

2018 02 20

Page 3.

Respectfully submitted,

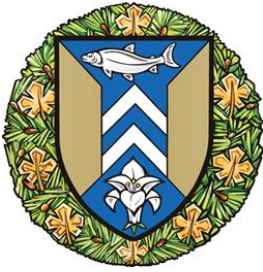
A handwritten signature in blue ink, appearing to read "Mike Blanchard", with a stylized, cursive script.

Mike Blanchard

Manager – Waste Management

705.541.7087

m.blanchard@cityssm.on.ca



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Larry Girardi, Deputy CAO, Public Works and Engineering Services

DEPARTMENT: Public Works and Engineering Services

RE: Removal of Driveway Windrows

PURPOSE

Whereas snow management is a challenging aspect of City operations; and
Whereas no two winters are exactly the same and does require varying approaches dictated by weather determinants; and
Whereas this particular winter appears to be requiring more snow cutting on the roadways including residential streets; and
Whereas in so doing large chunks of ice and snow are left in the entryways of many homeowners; and
Whereas under the usual snow removal task homeowners are able to use a domestic snow blower or such; and
Whereas it appears on some occasions included in the City operation of snow cutting on the roadway, the heavy material left in residential driveways is removed with a “one scoop” City blade which creates a manageable task for residential homeowners; and
Whereas there is a “two foot rule” applicable for snowfall and normal plow operations,
Therefore be it resolved that the appropriate staff report to City Council on February 20 2018, outlining the policy and procedure as to when the City will remove the heavier material and when it will not.

BACKGROUND

The City’s winter maintenance activities can be divided into three (3) main activities:

- Plowing and sanding all roads, laneways, sidewalks and bus stops following each snowfall in accordance with City policy and Minimum Maintenance Standards.

- Cutting snow pack with graders to avoid build up and future rutting and drainage problems; and
- Snow removal with large blowers and trucks, taking the snow to snow dump locations.

The second activity, cutting of snow pack, causes the greatest concern and is the subject of the resolution. In previous years, staff did not have to cut snow pack as frequently as this winter, however, there have been several notable deep freeze with a swing to above zero degree cycles.

As the snow pack softens with warmer temperatures, roads become impassable and catch basins are covered over, blocking drainage. In these cycles, Public Works staff is faced with several hundred kilometres of roads that need to be cleaned of 6-8" of snow pack, within a short period of time to prevent roads from becoming impassable.

As personnel removed this build up, snow pack is lifted and snow is deposited in driveways as a result. The City policy was, and is, to remove this material if it was "excessive" or consisted of ice or frozen blocks of snow. The two (2') foot rule is used as a guide for staff in order to provide a consistent answer and response across the city, to those requesting that Public Works remove windrows from their driveways. The same guideline applies should large quantities of snow/ice be placed in driveways when winging back the banks.

ANALYSIS

So far this winter the City has had significant lake effect snow, then extreme cold temperatures and as a result significant snow pack. Public Works staff have been cutting streets across the City since the end of December. Generally, when done frequently this results in relatively small windrows across driveways, which are manageable for residents. The operations complement of six (6) graders cutting snow overnight can put snow in about 2,000 to 3,000 driveways per shift.

Cleaning the end of driveways with front-end loaders is not ideal, in that damage may occur. Public Works may at times use sidewalk machines, but, we are limited as to when this equipment is available as they are primarily required to maintain sidewalks. The more driveways that staff clean each winter, it increases the number of:

- Scratched and damaged concrete and paving stone driveways;
- Broken private and City curbs; and
- Damaged sod, trees, fences and hedges.

In past winters, when considerable driveway clearing was done, over \$150,000 was spent in the Spring repairing damage.

FINANCIAL IMPLICATIONS

Estimating the cost of increasing levels of service is difficult. In general terms, it would mean both hiring staff and increasing our equipment / fleet to be prepared to respond for the 8-12 week period that cutting of roads takes place. Six to 18 loaders or/ trackless machines would be needed, depending on the option chosen (all driveways or a "one foot" rule).

The additional cost for this service would therefore range between \$42,900 per week for one loader/trackless per grader clearing driveways with over one foot of snow, to \$128,000 per week to do all driveways. Total costs for a winter season would therefore be between \$343,000 and over \$1,000,000, assuming eight (8) weeks of driveway clearing per winter season. Upfront capital costs to implement this program would be approximately \$900,000 for equipment. The Equipment reserve would not support such a significant amount.

It should be noted that the City presently provides funds to an outside agency to assist those who qualify for such a service very similar to the program in Brantford, Ontario. Staff recommend continuing this practice whereby an agency with the ability to screen applicants continues to oversee this practice and, if necessary, increase funding to allow more residents to receive such a benefit. It should be noted that the costs estimated above for Public Works do not include administering any type of program which would have "qualifying" criteria to apply to which driveways are cleared and which ones are not.

STRATEGIC PLAN / POLICY IMPACT

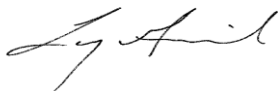
This matter is related to the Corporate Strategic Plan as it deals with delivering excellent customer service to the community in a cost effective manner.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, of Public Works and Engineering Services be received as information and furthermore that Council approves continuing with driveway clearing at the determination of Public Works supervisory staff though consideration of the guideline described above; and furthermore that funding any outside agency to assist those in need, be continued.

Respectfully submitted,



Larry Girardi
Deputy CAO
Public Works & Engineering Services

Removal of Driveway Windrows

2018 02 20

Page 4.

705.759.5206

l.girardi@cityssm.on.ca



Brandt Snow Gate

RH End Gate

Location Quote



[Overview](#) [Specs](#) [Features](#) [Gallery](#) [Brochures](#)

The Brandt Snow Gate is built extremely durable to withstand all the harsh winter conditions we face each year. The heavy duty cylinder can be hydraulically controlled from the cab to temporarily interrupt and carry large volumes of snow across driveways, intersections and any other spot the operator doesn't want to leave a ridge or windrow.

FIND A LOCATION



+ Enlarge

Enter your location...

REQUEST A QUOTE

Name: *

Company:

Email: *

Phone: *

+ Next

About Brandt

Divisions

Company

Feedback?

1-888-2-Brandt (1-888-227-2638)









Malcolm White

From: Susan Myers
Sent: Tuesday, February 20, 2018 11:37 AM
To: City Councillors; Mayor Provenzano
Cc: Larry Girardi; Susan Hamilton Beach; CAO Horsman; Malcolm White
Subject: Fwd: Snow Bank Removal

J. Susan Myers
City Councillor Ward 2
(705) 256-6128

Sent from my iPhone

Begin forwarded message:

From: Randy Halverson <Randy.Halverson@greatersudbury.ca>
Date: February 20, 2018 at 10:09:52 AM EST
To: "s.myers@cityssm.on.ca" <s.myers@cityssm.on.ca>
Cc: Mayor <Mayor@greatersudbury.ca>, Tony Cecutti <Tony.Cecutti@greatersudbury.ca>
Subject: **Snow Bank Removal**

Good afternoon Councillor Myers,

Thank you for your email question about snow removal at private entrances. The City of Greater Sudbury does not remove snow at the end of private driveways, and typically will only remove snow along the roadways for the following reasons:

- If a road becomes too narrow for cars to pass safely;
- If the banks are in the downtown business district are so large that they affect the citizen's ability to get to assigned public parking spots;
- If the snow banks are affecting site lines at intersections, presenting a hazard for drivers to enter intersections.
- At selected Transit bus stops

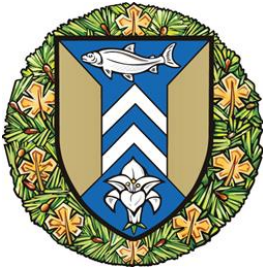
On occasion, a large chunk of snow/ice will break off and end up in a driveway entrance when we plow and/or scrape the roads. At these times we send staff out to review the problem and if warranted, remove the large chunk that was left behind.

I hope this information helps. Please feel free to call me if you have questions.

Regards,

Randy Halverson

Director of Linear Infrastructure Services
City of Greater Sudbury
Ph. (705)674-4455 ext - 3631
Fax (705)560-6109
randy.halverson@greatersudbury.ca



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Sale of 22 MacDonald Avenue

PURPOSE

The purpose of this report is to seek Council's direction with regard to the disposition of 22 MacDonald Avenue (the "Subject Property").

ATTACHMENT

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

BACKGROUND

On December 2, 2013, the Subject Property was declared surplus and approved for sale. The Subject Property is approximately 3.91 acres and is zoned PR (Parks and Recreation). It was valued at Two Hundred Thousand (\$200,000) Dollars. The Subject Property was previously subject to disposition in 2014, however the transaction did not close as the Purchaser could not complete all required conditions. In 2015, Council decided to re-advertise the Subject Property and seek potential purchasers in that manner. No offers were received when the Subject Property was re-advertised.

In December 2017, Joe Ruscio, represented by realtor James Caicco, expressed an interest in the Subject Property. On January 8, 2018 a by-law was passed declaring the Subject Property surplus and authorizing the disposition of the property. On December 23, 2017, the sale of the Subject Property was again advertised in the Sault Star and on the City's webpage. The advertisement set out that sealed offers with a deposit of \$500.00 would be accepted until 12:00 p.m. on Friday, January 12, 2018 at the City Clerk's Office.

Sale of 22 MacDonald Avenue

2018 02 20

Page 2.

ANALYSIS

One (1) offer to purchase was received from Joe Ruscio, in Trust, at approximately 2:00 p.m. on Friday, January 12, 2018 (two hours after the 12:00 p.m. deadline set out in the advertisement), Mr. Caicco's office submitted a sealed bid to the Clerk's Office with a deposit of \$5,000.00 (\$4,500.00 more than the \$500.00 deposit requested in the advertisement). The offer is for One Hundred Seventy-Five Thousand (\$175,000) Dollars, with one condition regarding the environment:

- 1) Buyer's satisfaction with respect to the following:
 - a. no pending litigation, charges respecting environmental matters;
 - b. compliance with all environmental laws and regulations;
 - c. no hazardous conditions or substances on the land;
 - d. no additional limitations or restrictions affecting the continued use of the property; and
 - e. no prior use as a waste disposal site.

As fully discussed in Closed Session on February 5, 2018, City By-law 2016-204, regarding the disposition of surplus property does not expressly require the exclusion of irregular offers and therefore the Legal Department has discretion regarding same. Despite the irregularities with respect to this offer, the Legal Department recommends that Council accept the offer of Joe Ruscio, in Trust, now 2605046 Ontario Inc. in Trust. This property has been advertised multiple times over the past few years and remains surplus to the City's needs.

FINANCIAL IMPLICATIONS

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. The current use of the Subject Property is exempt from property taxation. Upon sale of the Subject Property it may be assessable depending upon its ultimate use.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

In accordance with the direction given in Closed Session on February 5, 2018, the Legal Department will be directed to proceed with the sale of the Subject Property to 2605046 Ontario Inc. in Trust and that By-law 2018-32, which authorizes the said sale be approved.

Sale of 22 MacDonald Avenue

2018 02 20

Page 3.

Respectfully submitted,



Melanie Borowicz-Sibenik

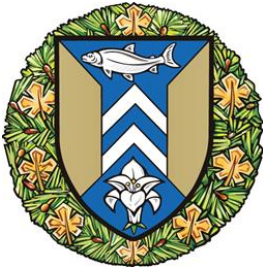
Assistant City Solicitor/Senior Litigation Counsel

MBS/mw

Attachment

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\Sale of 22 MacDonald Avenue.docx

SUBJECT PROPERTY



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Sault Ste. Marie Model Aircraft Radio Control Club –
Licence to Occupy City Property Agreement

PURPOSE

The purpose of this report is to request Council's authorization of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and the Sault Ste. Marie Model Aircraft Radio Control Club (the "Licencee").

ATTACHMENTS

Attached is a map showing the relevant City property.

BACKGROUND

For the past ten years the Licencee has been leasing City owned property located at the lower end of Leigh's Bay Road, south of Base Line, for a cost of Four Hundred (\$400.00) Dollars per year. The Licencee uses this property as a model aircraft radio controlled flying site. The current agreement expires on February 28, 2018. The Licence Agreement merely renews the previous agreement on the same terms and conditions.

ANALYSIS

The Licence Agreement is required for insurance purposes and to confirm the terms and conditions related to the use of the property by the Licencee. The Licence Agreement is for a term of ten (10) years commencing February 20, 2018. The Licence Agreement can be terminated by the City or the Licencee by giving six (6) months' written notice to the other party. The Licence Agreement requires the Licencee to maintain insurance, while also naming the City as "Additional Insured". The Licence Agreement contains relevant indemnity provisions and assigns the Licencee responsibility to pay any taxes on the property that may be assessed at a future date.

**Sault Ste. Marie Model Aircraft Radio Control Club – Licence to Occupy
City Property Agreement**

2018 02 20

Page 2.

FINANCIAL IMPLICATIONS

The Licence Agreement calls for payment of rent of Four Hundred (\$400.00) Dollars per year.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-31 authorizing the execution of a Licence to Occupy City Property Agreement between the City and the Sault Ste. Marie Model Aircraft Radio Control Club appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/hh
Attachment

\\CITYDATA\\Legal\\Staff\\COUNCIL\\REPORTS\\2018\\Sault Model Aircraft Club - Renewed Licence to Occupy.docx

Base Line

Leigh's Bay Road

SUBJECT AREA

157,699 sq. m/16.7 Hectares/38.9 Acres

640m

100m

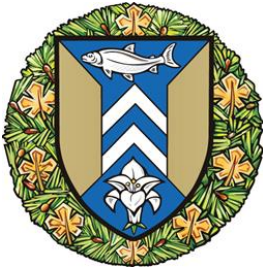
120m

302m

150m

100m

Landing Area
(Example Location)
15,000 sq. m



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Superior Seven Advertising Limited – Insurance Provision

PURPOSE

The purpose of this report is to request Council's authorization of an Amending Agreement between the City and the Superior Seven Advertising Limited 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 Superior Seven Advertising Limited to permit Superior Seven Advertising Limited to erect a temporary advertising sign on a piece of City property located at the intersection of Trunk Road and Lake Street to the rear of the Wardlaw Fuels Lake Street property. The Agreement was entered into on January 1, 2002 and remains in force.

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. Superior Seven Advertising Limited is still using the above-mentioned location 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 provision requires Superior Seven Advertising Limited to submit an insurance certificate showing coverage in the amount of Five Million (\$5,000,000.00) Dollars and naming the City as an additional insured. Superior Seven Advertising Limited is agreeable with the addition of this provision and will be providing the City with an insurance certificate.

Superior Seven Advertising Limited – Insurance Provision

2018 02 20

Page 2.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-34 authorizing the execution of an Amending Agreement between the City and Superior Seven Advertising Limited appears elsewhere on the Agenda and is recommended for approval.

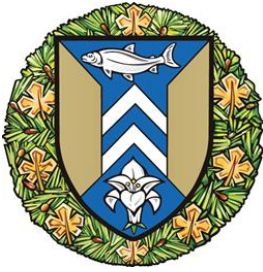
Respectfully submitted,

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

Jeffrey King
Solicitor/Prosecutor

JK/hh

\\CITYDATA\\Legal\\Staff\\COUNCIL\\REPORTS\\2018\\Superior Seven Amending Agreement re
Insurnace.docx



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: AG169- Fox Run Developments – Foxborough Trail

PURPOSE

The purpose of this report is to recommend to Council the passing of By-law 2018-40 which has the effect of lifting part lot control on part of Block 30, Plan 1M-589, specifically Part 1 as shown on Plan 1R-13362.

BACKGROUND

Fox Run Developments (Sault) Inc. (the “Owner”) and the City entered into a Subdivision Agreement for the development of Fox Run Subdivision – Phase 1, made on October 18, 2012. Plan 1M-589, the plan of subdivision, was registered in the Land Registry Office on April 17, 2013.

On September 11, 2017, the City entered into an agreement (the “Limiting Agreement”) with the Owner to allow the construction of a townhouse development on Lot 13 to comply with the requirements of the *Building Code Act*. The Limiting Agreement also contemplates the consolidation of Lot 13 with the adjacent property, which forms part of Lot 30 (the “Adjacent Property”), in 2021 to accommodate this development.

To allow the Owner to sell the property to a purchaser prior to the consolidation of the lots in 2021 while complying with the *Planning Act*, the Adjacent Property must be exempt from the part lot control requirements of the *Planning Act*.

ANALYSIS

Part lot control is set out in Section 50(5) of the *Planning Act*. Essentially, a property owner cannot sell part of a lot or block on a plan of subdivision if the property owner retains ownership in the balance of the lot or block, without first receiving the consent (severance) from the City’s Committee of Adjustment.

Section 50(7) of the *Planning Act* allows the City to pass a by-law exempting lands in a plan of subdivision from part lot control so as to permit the property owner to sell off part of a lot or block without having to go to the Committee of Adjustment.

This approach was taken with respect to Lots 1 – 24 of Fox Run Subdivision – Phase 1. Exemptions from part lot control are often used to facilitate semi-detached and townhome developments. Fox Run Subdivision – Phase I consists of townhouses. The reason the Owner wishes to take this approach for the Adjacent Property is to facilitate the sale of the townhouse located on Lot 13 prior to 2021. In order for this transaction to proceed and to allow the Owner and the City to fulfill the terms and conditions of the Limiting Agreement, the City must exempt the Adjacent Property from part lot control.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

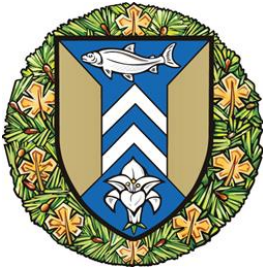
By-law 2018-40, being a by-law to designate part of Block 30, Plan 1M-589, specifically Part 1 as shown on Plan 1R-13362 in the Fox Run Subdivision – Phase 1, Sault Ste. Marie as an area not subject to part lot control appears elsewhere on the agenda and is recommended for approval.

Respectfully Submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

MBS/tj



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

COUNCIL REPORT

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: R1.5 – Animal Care and Control By-law

PURPOSE

The purpose of this report is to respond to the below Council resolution regarding the consolidation and revision of the City's animal-related by-laws.

On January 9, 2017 Council passed the following resolution:

"Resolved that the report of the Solicitor/Prosecutor dated 2017 01 09 concerning Humane Society By-law Proposal be received and that the Legal Department proceed with the consolidation of animal control by-laws and return with a draft by-law for review."

Further, the Consolidated Animal Care and Control By-law are inclusive of a prohibition to use animals in conjunction with Circuses, Schedule "F", and a prohibition for the operation of Zoo's within the City, Schedule "G", both discussed at City Council on July 17, 2017 and October 10, 2017 respectively.

BACKGROUND

The City has a number of by-laws which regulate animals and their ownership within the City. As many of these by-laws are quite dated, a proposal was brought forward recommending the consolidation and revision of these by-laws.

Further, additional resolutions were passed pertaining to Circuses using animals and Zoos operating within the City of Sault Ste. Marie. The Legal Department felt it prudent to incorporate these regulations into the Animal Care and Control By-law given the subject matter.

ANALYSIS

The Legal Department has worked with relevant stakeholders, namely the Sault Ste. Marie Humane Society, in drafting this by-law. The project included:

- Reviewing other municipal approaches to animal care and control as well as spearheading specific needs of the City, the result being a uniform By-law that constituents can turn to in order to consult queries in relation to animals.
- Fee schedules have been consulted with like municipalities to ensure a balance between services and cost.
- New infractions have been created with a view of better levels of care for animals, both domestic and non-domestic, with specific sanctions for those that do not abide with the same.
- Multiple Part 1's (ticketable infractions) have been added which enables quick enforcement upon the committal of an undesired act.
- Loopholes and possible areas of conflict have been addressed.

Most recently Council has actively debated two prohibitions, one being the use of animals for performances and the other the operations of Zoo's within the City. These topics have been part of other Report's to Council and the analysis therein stands. In particular, it should be noted that Schedule "G" – Zoos Prohibited allows a six-month window for individuals to come into compliance with the new legislation.

FINANCIAL IMPLICATIONS

The implementation of such a by-law may increase the volume of calls received by the Humane Society requiring the cost of the purchased service provided to the City for enforcement to be reviewed. They currently receive a significant number of complaints related to animal care without the authority to rectify the situation. By having the power to address these incidents in their early stages, it will avoid the increased costs associated with more serious infractions.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

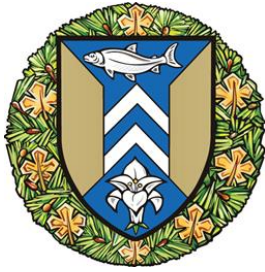
By-law 2018-19, being the revised City of Sault Ste. Marie Animal Care and Control By-law, appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Jeffrey King
Prosecutor/Solicitor

JK/tj



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

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

February 20, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell, MCIP, RPP

DEPARTMENT: Community Development and Enterprise Services

RE: A-1-18-Z.OP – Ben Pino Investments Inc. – 435, 439, 459
Great Northern Road and 41 Industrial Park Crescent

PURPOSE

The applicant is requesting an Official Plan Amendment and rezoning to permit a 9915 m² (106,705 ft²) commercial shopping centre comprised of a 5570 m² (59,950 ft.²) grocery store, a 1740 m² (18,740 ft.²) pharmacy and 2605 m² (28,015 ft.²) of other commercial space which may include a restaurant

PROPOSED CHANGE

The applicant, Ben Pino Investments Inc., is requesting City Council approval for an Official Plan Amendment to re-designate a portion of the site (41 Industrial Park Crescent) from “Industrial” to “Commercial” and to rezone the subject property from “Highway Zone” (HZ) and “Medium Industrial” (M2) to “Shopping Centre Commercial Zone” (C5).

Subject Property

- Location – All of the lands fronting on the west side of Great Northern Road between Second Line East and Industrial Park Crescent including 41 Industrial Park Crescent but excluding the existing Petro Canada gas station. Civic numbers 435, 439, 449, 459 Great Northern Road and 41 Industrial Park Crescent.
- Size – Approximately 3.6 hectares
- Present Use – Vacant Land
- Owner – Ben Pino Investments Inc.

BACKGROUND

The subject property has been vacant for more than 25 years with the exception of a small bank kiosk that was located north of the existing Petro Canada station for several years.

In 1996, the City adopted a new Official Plan. The Official Plan designated the entire subject property “Commercial” with the exception of 41 Industrial Park Crescent which was designated “Industrial.”

In 2005, the City approved a new Zoning By-law which rezoned all of the subject property fronting on Great Northern Road to “Highway Zone” (HZ) and 41 Industrial Park Crescent to “Medium Industrial Zone” (M2).

This application is to consolidate the Official Plan designation for the five properties which comprise the subject property to “Commercial” and rezone to “Shopping Centre Zone” (C5).

ANALYSIS

Conformity with the Official Plan

More than 80% of the subject property is currently designated “Commercial” in the Official Plan. The applicant is requesting that the “Industrial” designation on 41 Industrial Park Crescent be re-designated to “Commercial.” The Official Plan states that “The Downtown area should be maintained as the primary administrative, business and cultural centre of the community” and specifically discourages the construction of major office buildings outside of the Downtown area.

The Official Plan requires that applications to permit new commercial development in excess of 4000 m² shall require a market study to assess the impact on existing facilities prior to approval. This is discussed further in the following section of the report.

No significant office space is being proposed in this development although the “Shopping Centre Zone” would allow up to 10% of the gross floor area to be used for office uses.

The subject property is not affected by the Natural Environment (Schedule A) or Natural Constraint (Schedule B) policies of the Official Plan.

A portion of the property was previously identified as having archaeological potential, however given that the property has been completely cleared and excavated to a depth sufficient to remove tree stumps it is unlikely that any artifacts of historical significance remain.

An Official Plan Amendment to re-designate a portion of the site from “Industrial” to “Commercial” is required and recommended.

Retail Impact

The applicant has submitted a Retail Market Demand and Impact Analysis prepared by urbanMetrics Inc. to determine the impact of the proposed development on other commercial areas. The study included a telephone consumer survey of trade area residents, an inventory of competitive space in the defined trade area, license plate surveys at two nearby supermarkets and Walmart, as well as population and expenditure forecasts. The study concluded that the development of a supermarket anchored commercial centre on the subject lands, with a first full year of operation in 2019, can be supported from a market demand perspective without impacting the planned function or viability of any designated commercial areas in the City of Sault Ste. Marie.

The study found that those supermarkets closest to the subject property will experience the greatest sales loss along with a portion of the existing sales at the Trunk Road Pino's as Pino's shoppers will choose the closer store. However the estimated sales declines are considered acceptable and within the bounds of normal competition between stores and are not expected to cause the closure of any individual store. The study also concluded that the proposed development will have minimal effect on the downtown as there are no supermarkets in that area, although the Station Mall Walmart does include a grocery component

This study also considered a possible 18,740 ft.² pharmacy and concluded that the local area is underserved by existing stand-alone pharmacies and the potential location of a pharmacy store at the subject site, close to the Sault Area Hospital, will be a welcome addition to the retail offering in the local area.

The study was based on maintaining recent trends with an increase of population in the total trade area (Sault Ste. Marie and Batchewana First Nation Rankin Reserve) of only 1713 persons over the next 25 years.

A copy of the complete study is available in the Planning office.

Traffic Impact

The applicant has submitted a Traffic Impact Study prepared by AECOM. The study contains three recommendations as follows:

1. That the Great Northern Road access driveway aligns with the existing Walmart access driveway.
2. That traffic signals be installed at the Great Northern Road access driveway.
3. That the Second Line access driveway be designed as a right-in / right-out movement only.

There were no specific recommendations concerning the two access driveways onto Industrial Park Crescent. Given the site design, the easterly driveway to Industrial Park Crescent will be for the general public and the westerly driveway will be primarily for service vehicles and to provide fire truck access.

The City has retained CIMA Consulting to undertake a traffic operations study of the entire Great Northern Road / Second Line area. The applicant's report was forwarded to our consultant for comments. CIMA responded with the four recommendations summarized below.

1. The only access onto Great Northern Road should align with the existing Walmart entrance. If traffic signals are required, they should be directly linked via fiber optic cable to the traffic signal at the Great Northern Road / Second Line intersection at the developer's expense. This should be further reviewed as part of the final site plan approval process.
2. Two driveways should be permitted onto Industrial Park Crescent. The driveway nearest to Great Northern Road shall be located so that queues not extend between the driveway and the Industrial Park Crescent / Great Northern Road intersection. A 2 m wide sidewalk is required along the south side of Industrial Park Crescent adjacent to the subject property and should be at the developer's expense. Again, details of the design can be further reviewed as part of the final site plan approval process.
3. Having no access onto Second Line is preferred given the proximity to the Great Northern Road intersection. However the applicant believes this is important to the development. The applicant's consultant, AECOM has advised that the Second Line access should be constructed as a right-in / right-out only and that eliminating this access point will result in additional turning movements through the Great Northern Road / Second Line intersection and create a greater number of conflict points. AECOM estimates that during the weekday AM peak hour only 8 vehicles will use this exit and during the weekday PM peak hour 40 vehicles will use this exit. A copy of AECOM's comments are appended to this report.

CIMA recommends that this access be subject to a satisfactory functional design that accounts for the relationship with the abutting driveways on both sides. In addition, the City should review the possibility of eliminating or shortening the acceleration lane and taper on Second Line East. If Industrial Park Crescent is extended to Second Line, this access should be reviewed and closed if necessary at the City's discretion. All costs for work done within the municipal roadway should be paid for by the developer.

4. The site plan including pedestrian access, driveways and adjacent sidewalk should be designed to consider full accessibility for persons with disabilities as per the Provincial Accessibility for Ontarians with Disabilities Act.

All of the conditions relating to access can be included in the site plan agreement as per section 41 of the Planning Act. Copies of the traffic reports are available in the Planning office.

Municipal Services

The applicant has submitted a servicing study prepared by Tulloch Engineering for the proposed development. This study looked at sanitary sewers, storm drainage and storm water management, water supply, and electrical supply.

The study concluded that there is sufficient capacity within the existing sanitary sewer system for the proposed development. Storm water servicing and stormwater management will require underground storage, end of pipe control methods, parking lot ponding and Total Suspended Solids removal. These requirements will be developed further as part of the site plan approval.

There is sufficient water supply system in the area however given the high topographic elevation; building fire suppression systems may require booster pumps. There is also sufficient electrical capacity in the area for this development.

The PUC has commented that although there is sufficient water and electrical system capacity, this will be further reviewed as part of the detailed design.

The City's Engineering Services has confirmed that a detailed storm water management report showing site grading, servicing, sediment and erosion control will need to be approved prior to beginning construction.

Site Design

The proposed development meets all of the Zoning By-law requirements for this type of development with one exception. In the "Shopping Centre Zone" (C5) a minimum building setback of 15 meters is required from any lot line. The westerly building setback is only 7.62 m. and abuts uses located in the Industrial Park. However as this is the back of the grocery store, very little activity with regard to vehicular movement is anticipated. Therefore, a reduction from 15 m to the proposed 7.62 m setback is appropriate and recommended.

Both the City's Accessibility Advisory Committee and CIMA consultants have recommended the design site be reviewed in accordance with accessibility

standard guidelines to ensure that all of the AODA requirements are met. In particular, AAC has requested that two additional barrier free parking spaces be created with one additional space for the grocery store and one additional space for the ancillary commercial space.

The applicant has offered to meet with the Accessibility Advisory Committee to ensure that his project meets all accessibility requirements.

Parking

The Zoning By-law requires 4.5 spaces per 100 m² of gross floor area. The applicant's site design has been done on this basis with the exception of the restaurant which was calculated based on the estimated building capacity. The 4.5 per 100 m² ratio should have been applied to the entire site.

The difference is minor. The applicant is proposing to create 438 total parking spaces of which 12 are barrier free. Using the Zoning By-law requirements, the total required parking is 446 spaces of which 11 spaces need to be barrier free.

Staff is recommending a slight reduction in the total required parking from 4.5 spaces per 100 m² to 4.25 spaces per 100 m². Although 4.5 is a recognized industry standard; all large-scale commercial developments in Sault Ste. Marie have been built to this standard and have surplus parking at all times of the day. This 5% reduction would result in a reduction in the total minimum number of required parking spaces from 446 to 421. This variance will allow the applicant some flexibility in finalizing the site design as well as providing space for improved pedestrian access, barrier free requirements and landscaping.

Consultation

In addition to the Accessibility Advisory Committee, Engineering Services and PUC comments noted above, the following departments/agencies reviewed the application and noted they have no objections or comments: Community Development and Enterprise Services, Economic Development Corporation, Fire Services, Building Division and Legal Department.

Staff received an email from the abutting business owner to the west. He is not opposed to the development however he has concerns about drainage given that his property is considerably lower. Staff met with him and agreed to contact him prior to finalizing the drainage plan for this property.

FINANCIAL IMPLICATIONS

Approval of this application will not directly impact municipal finances. However if constructed, this project will provide additional tax revenues for the municipality.

STRATEGIC PLAN / POLICY IMPACT

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

SUMMARY

The applicant is requesting an Official Plan Amendment and rezoning to permit a 9915 m² (106,705 ft²) commercial shopping centre comprised of a 5570 m² (59,950 ft.²) grocery store, a 1740 m² (18,740 ft.²) pharmacy and 2605 m² (28,015 ft.²) of other commercial space which may include a restaurant. In support of his application he has submitted a retail impact, traffic, and servicing studies.

Staff is recommending approval subject to a minor reduction in required parking and a reduced building setback from the westerly lot line. Traffic issues will be further reviewed in detail as part of a site plan agreement. It should be noted that the City currently has a traffic operations study for this area underway.

RECOMMENDATION

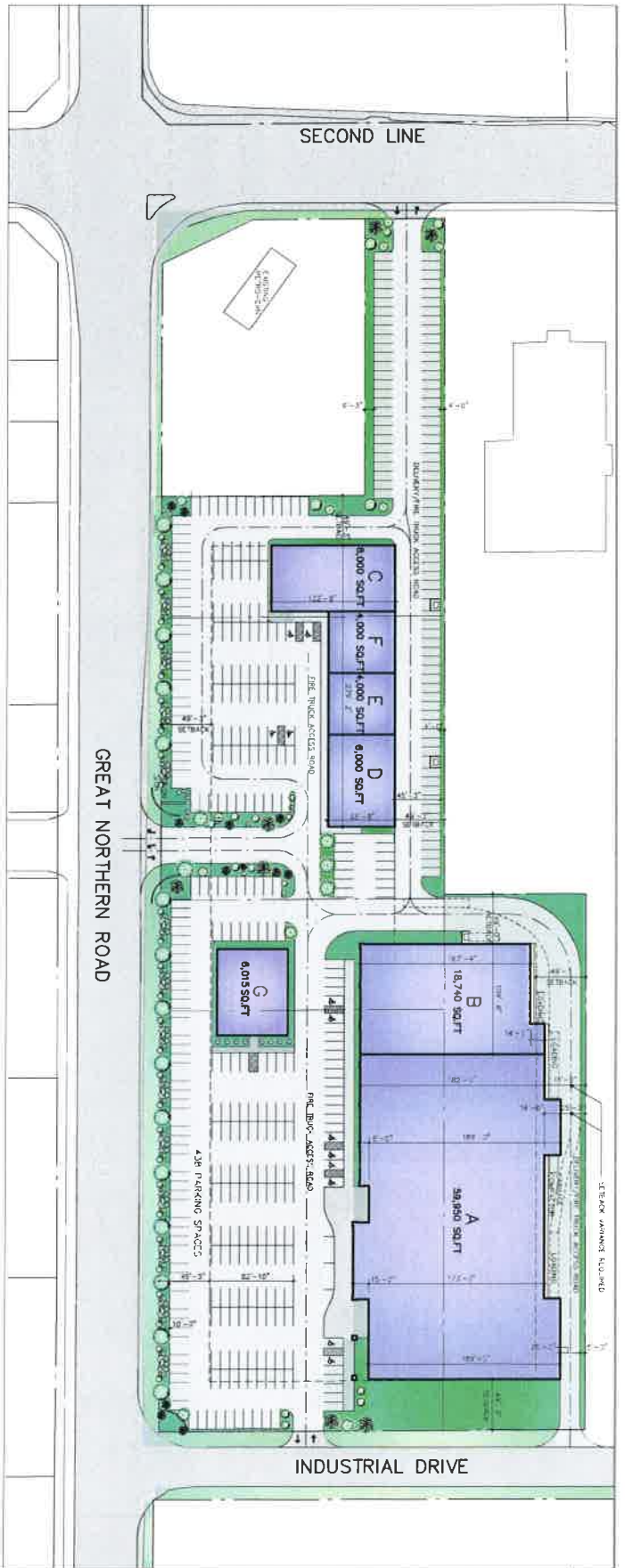
Resolved that the Report of the Director of Planning and Enterprise Services, dated February 20, 2018, concerning Rezoning Application A-1-18-Z.OP be received and that Council approve the application and direct the Legal Department to prepare the necessary by-laws subject to the following conditions:

1. Approval of Official Plan Amendment No. 220 to re-designate a portion of the site (41 Industrial Park Crescent) from "Industrial" to "Commercial"
2. Rezone the subject property from "Highway Zone" (HZ) and "Medium Industrial" (M2) to "Shopping Centre Commercial Zone" (C5).
3. Reduce the required building setback from the westerly lot line from 15 m to 7.62 m.
4. Reduce the minimum parking requirement from 4.5 spaces per 100 m² to 4.25 spaces per 100 m².
5. Designate the property subject to site plan control pursuant to Section 41 of the Planning Act.

Respectfully submitted,



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



SITE PLAN
SCALE: 1" = 50'-0"

C5 COMMERCIAL DEVELOPMENT

PARKING AVAILABLE THIS OPTION

STANDARD CAR PARKING	426
BARRIER FREE	12
TOTAL	438
ADDITIONAL REQUIREMENTS LOADING ZONE 65FT x 12FT	3

GENERAL INFORMATION

	ACTUAL	REQUIRED
LOT SIZE	356,730	N/A
LOT COVERAGE	106,705	N/A
FRONT YARD SETBACK	49'-3"	49'-3"
EXTERIOR SIDE YARD SETBACK	49'-3"	49'-3"
INTERIOR SIDE YARD SETBACK	VARIES	49'-3"
REAR YARD SETBACK	49'-3"	49'-3"
MAXIMUM BUILDING HEIGHT	1 STOREY	NONE
LANDSCAPED OPEN SPACE (% OF TOTAL LOT AREA)	13%	10%

BREAKDOWN OF DEVELOPMENT COMPONENTS

	RETAIL A	RETAIL B	RETAIL C	RETAIL D	RETAIL E	RETAIL F	RETAIL G
59,950 SQ.FT	18,740 SQ.FT	8,000 SQ.FT	6,000 SQ.FT	4,000 SQ.FT	4,000 SQ.FT	6,015 SQ.FT	106,705 SQ.FT

BREAKDOWN OF REQUIRED PARKING

251	78	33	25	17	17	17	438
4.5 PER 100 SM	4.5 PER 100 SM	4.5 PER 100 SM	4.5 PER 100 SM	4.5 PER 100 SM	4.5 PER 100 SM	1 PER 10 SEATS	REQUIRED
							PROVIDED

MGP
ARCHITECTS
ENGINEER
INC.
22nd Floor, 3881 St. Mary
St. Mary's Hospital
St. Mary's Hospital
St. Mary's Hospital
St. Mary's Hospital

C5 REZONING PROPOSAL
GREAT NORTHERN ROAD
SAULT STE. MARIE, ONTARIO
B.P. INVESTMENTS



SK-1



C5 REZONING DEVELOPMENT GREAT NORTHERN ROAD & SECOND LINE WEST
SAULT STE. MARIE, ONTARIO
for B.P. Investments & Holdings



Application Map Series
☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information
 Civic Address: 435,439,449,459 GNR & 41 Industrial Park
 Roll No.: Multiple
 Map No.: 84/1-94
 Application No.: A-18-Z-OP
 Date Created: January 19, 2018

Legal Department Reference

Legend
 Subject Property 435, 439, 449, 459 GNR & 41 Industrial Park
 Parcel Fabric



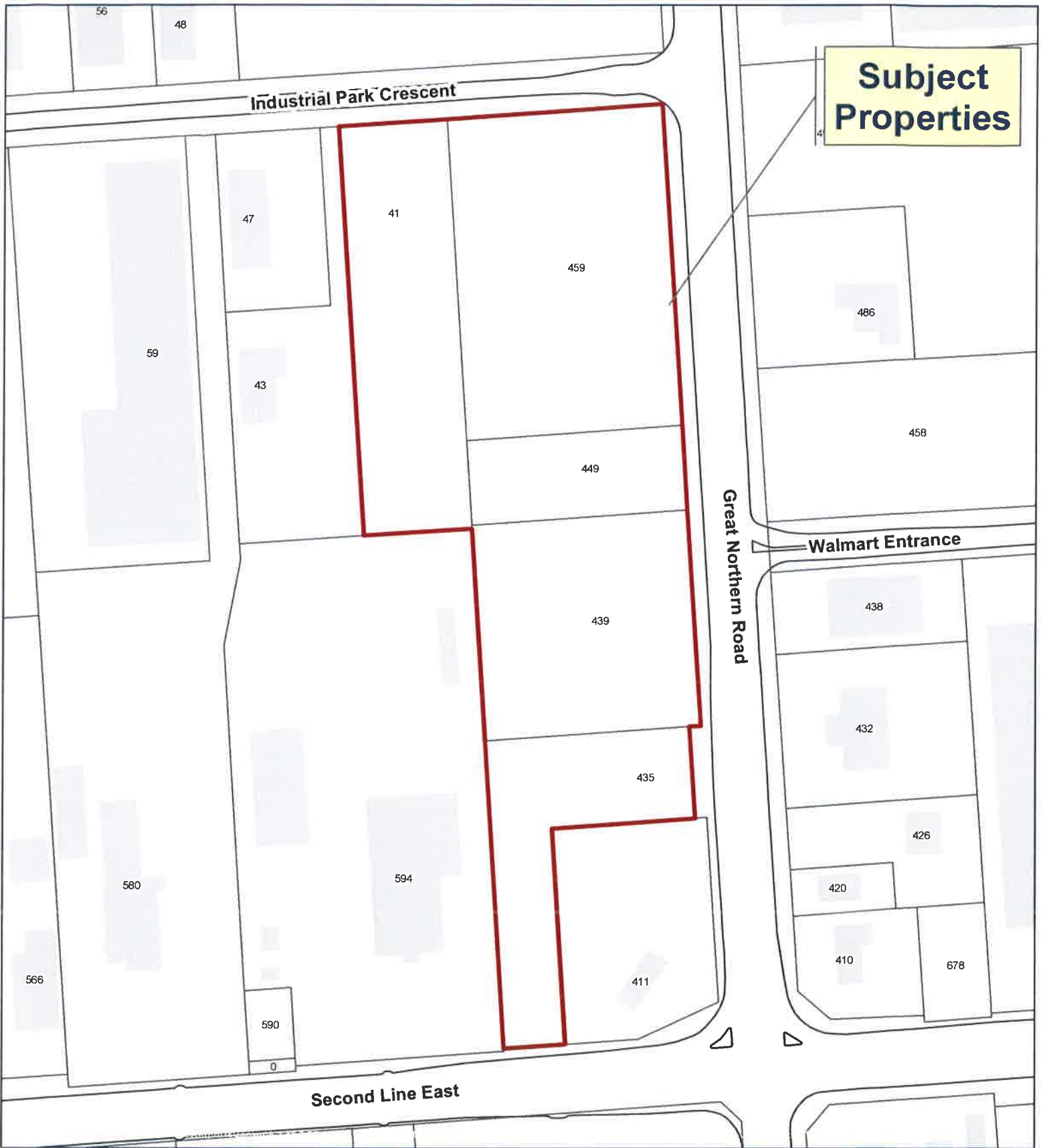
City of
Sault Ste. Marie

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

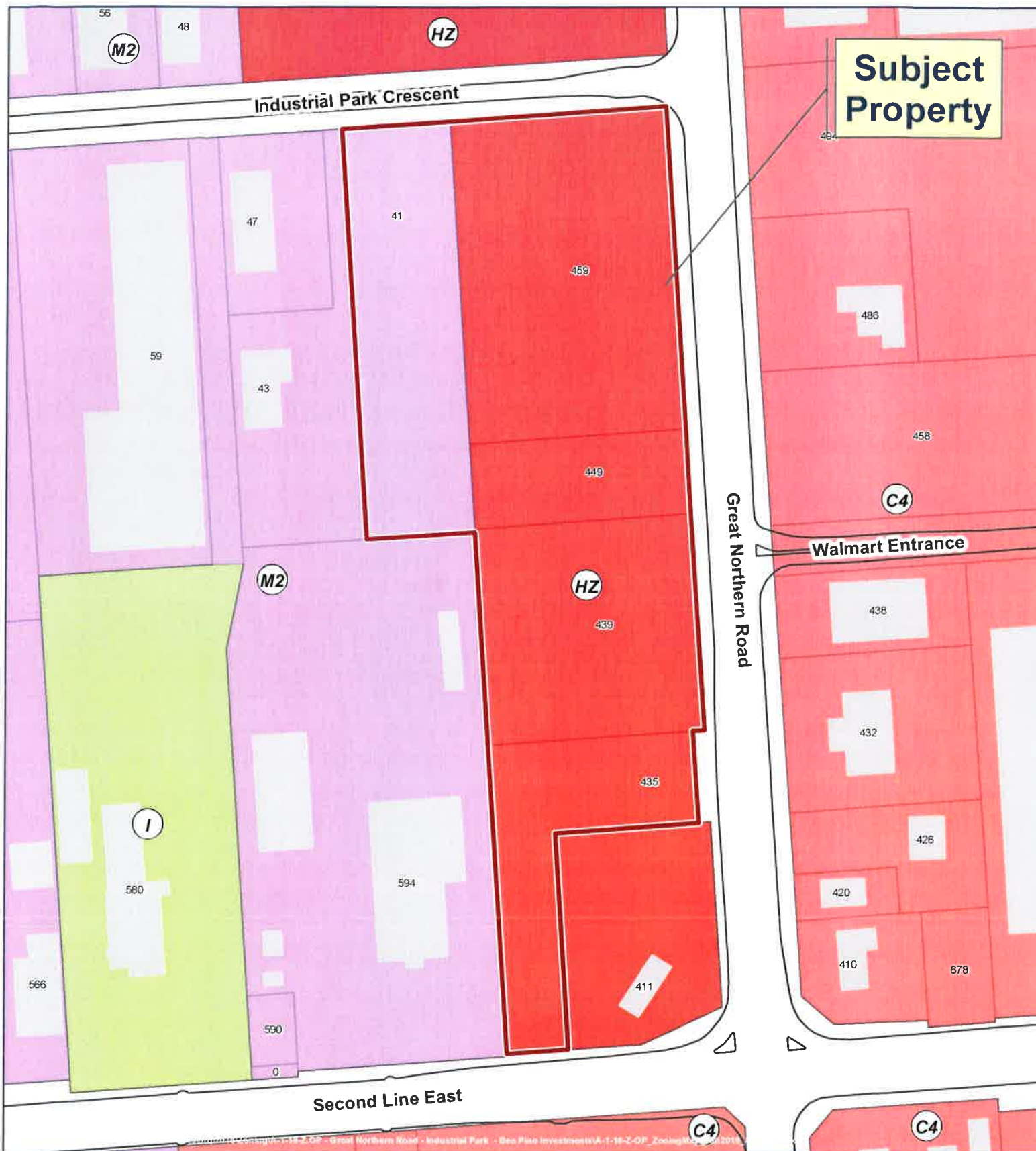
This map is for general reference only
 Orthophoto: None
 Projection Details
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 10 20 40 Meters
 1:2,000





Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legal Department Reference	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 <i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 10 20 40 Meters 1:2,000
Property Information Civic Address: 435,439,449,459 GNR & 41 Industrial Park Roll No.: Multiple Map No.: 84/1-94 Application No.: A-18-Z-OP Date Created: January 19, 2018	Legend Subject Property: 435 439 449 459 GNR & 41 Industrial Park Parcel Fabric	



Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☒ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment Property Information Civic Address: 435,439,449,459 GNR & 41 Industrial Park Roll No.: Multiple Map No.: 84/1-94 Application No.: A-18-Z-OP Date Created: January 19, 2018	Legend <table border="0"> <tr> <td>C1 - Traditional Commercial Zone</td> <td>R3 - Low Density Residential Zone</td> </tr> <tr> <td>C2 - Central Commercial Zone</td> <td>R4 - Medium Density Residential Zone</td> </tr> <tr> <td>CT2 - Commercial Transitional Zone</td> <td>R5 - High Density Residential Zone</td> </tr> <tr> <td>C3 - Bluefront Zone, C3bp</td> <td>R6 - Mobile Home Residential Zone</td> </tr> <tr> <td>C4 - General Commercial Zone, C4bp</td> <td>I - Institutional Zone</td> </tr> <tr> <td>C5 - Shopping Centre Zone</td> <td>EM - Environmental Management Zone</td> </tr> <tr> <td>HC - Highway Zone</td> <td>PR - Parks and Recreation Zone</td> </tr> <tr> <td>MI - Light Industrial Zone</td> <td>RA - Rural Area Zone</td> </tr> <tr> <td>M2 - Medium Industrial Zone, M2bp</td> <td>RR - Rural Residential Zone</td> </tr> <tr> <td>M3 - Heavy Industrial Zone</td> <td>RD - Rural Aggregate Extraction Zone</td> </tr> <tr> <td>R1 - Estate Residential Zone</td> <td></td> </tr> <tr> <td>P2 - Single Detached House Zone</td> <td></td> </tr> </table> Parcel Fabric	C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone	C2 - Central Commercial Zone	R4 - Medium Density Residential Zone	CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone	C3 - Bluefront Zone, C3bp	R6 - Mobile Home Residential Zone	C4 - General Commercial Zone, C4bp	I - Institutional Zone	C5 - Shopping Centre Zone	EM - Environmental Management Zone	HC - Highway Zone	PR - Parks and Recreation Zone	MI - Light Industrial Zone	RA - Rural Area Zone	M2 - Medium Industrial Zone, M2bp	RR - Rural Residential Zone	M3 - Heavy Industrial Zone	RD - Rural Aggregate Extraction Zone	R1 - Estate Residential Zone		P2 - Single Detached House Zone		 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 <i>This map is for general reference only</i> Orthophoto: None Projection Details NAD 1983 UTM Zone 16N GCS North American 1983 0 10 20 40 Meters 1:2,000 
C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone																									
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone																									
CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone																									
C3 - Bluefront Zone, C3bp	R6 - Mobile Home Residential Zone																									
C4 - General Commercial Zone, C4bp	I - Institutional Zone																									
C5 - Shopping Centre Zone	EM - Environmental Management Zone																									
HC - Highway Zone	PR - Parks and Recreation Zone																									
MI - Light Industrial Zone	RA - Rural Area Zone																									
M2 - Medium Industrial Zone, M2bp	RR - Rural Residential Zone																									
M3 - Heavy Industrial Zone	RD - Rural Aggregate Extraction Zone																									
R1 - Estate Residential Zone																										
P2 - Single Detached House Zone																										

**AMENDMENT NO. 220
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION:

Part of Lot 42 RCP H744 Tarentorus Part 1 1R8306 in Sault Ste. Marie located on the south side of Industrial Park Crescent approximately 85 m west of its intersection with Great Northern Road. Civic address 41 Industrial Park Crescent.

BASIS:

This Amendment is necessary in view of the request to rezone the subject property to permit a commercial shopping centre.

The proposal does not conform to the existing Industrial policies as they relate to the subject property.

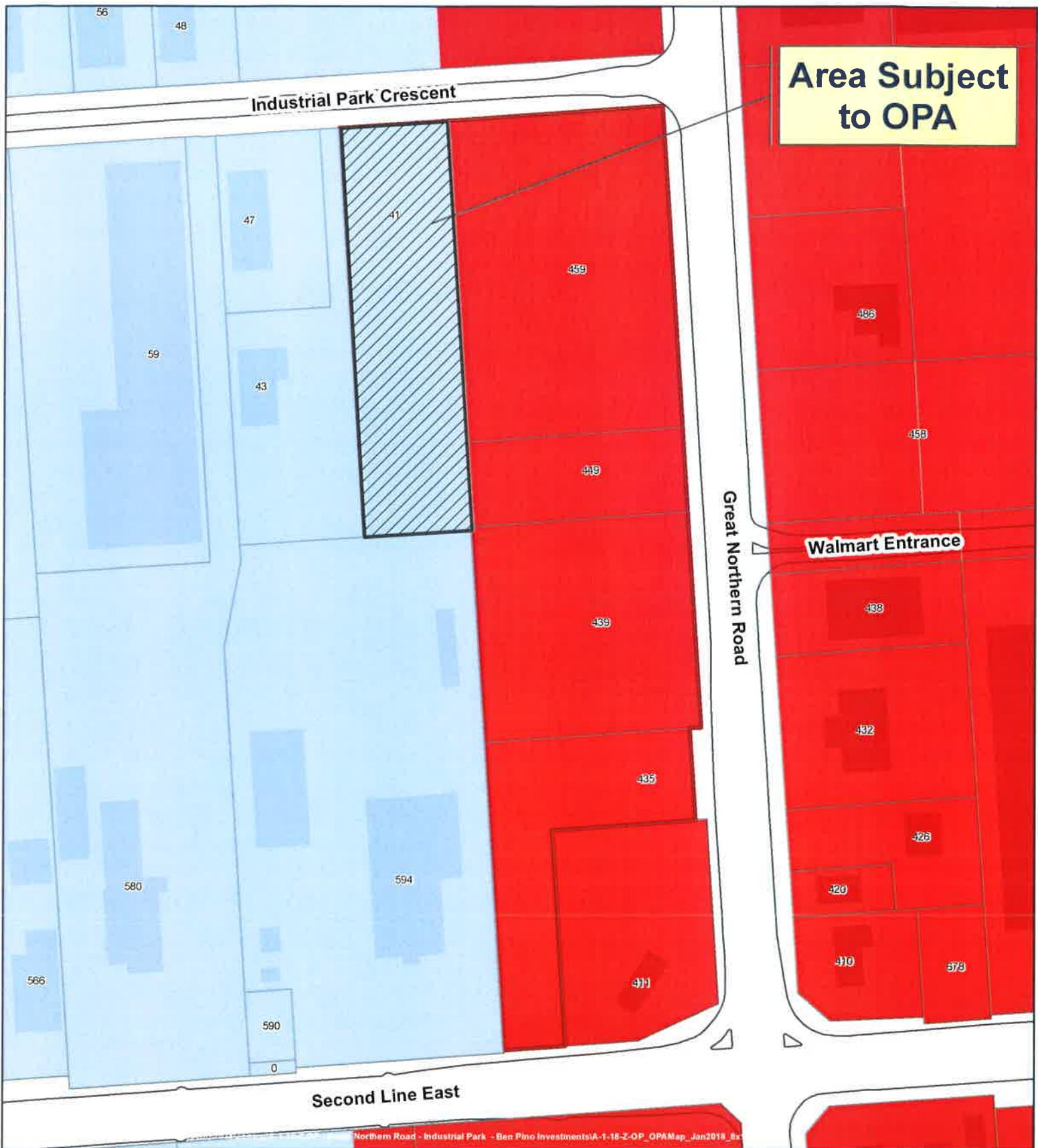
Council now considers it desirable to amend the Official Plan, re-designating the subject property from "Industrial" to "Commercial".

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

Schedule "C" to the Sault Ste. Marie Official Plan is hereby amended re-designating Part of Lot 42 RCP H744 Tarentorus Part 1 1R8306 in Sault Ste. Marie located on the south side of Industrial Park Crescent approximately 85 m west of its intersection with Great Northern Road, civic address 41 Industrial Park Crescent, more specifically shown on the attached schedule, from "Industrial" to "Commercial".

INTERPRETATION

The provisions of the Official Plan as amended from time to time will apply to this Amendment.



Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☒ Official Plan Amendment	Official Plan Amendment No. 220	 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  
Property Information Civic Address: 435,439,449,459 GNR & 41 Industrial Park Roll No.: Multiple Map No.: 84/1-94 Application No.: A-18-Z-OP Date Created: January 19, 2018	Legend Residential Industrial Commercial Institutional Parks Recreation Rural Area Subject Properties Parcel Fabric Area Subject to OPA Page 175 of 465	

February 2, 2018

Ben Pino
510 Ontario Limited
219 Trunk Road
Sault Ste. Marie, ON
P6A 3S7

Our Reference: Project No. 60491462 – Transportation Impact Study for a Proposed Commercial Development located at 411 – 459 Great Northern Road

Dear Mr Pino,

AECOM has reviewed the comments made as the “suggested approval conditions” on January 16, 2018 by the City of Sault Ste. Marie’s Consultant (CIMA+) on the Transportation Impact Study Report (Report) that was prepared by AECOM on July 4, 2016 for a proposed commercial (shopping centre) development located at 411 – 459 Great Northern Road in City of Sault Ste. Marie.

We are pleased to provide you with the following response to Comment #3 of the City’s Consultant, which deals with the proposed right-in / right-out South Site Access Driveway off of Second Line just west of the intersection with Great Northern Road. Specifically, the comment expresses a potential safety concern due to relatively close proximity of the access driveway to the signalized intersection at Great Northern Road, as well as the access driveways to the near-by gas station (Petro-Canada) and the Home Hardware store. The comment also deals with potential operational and safety concerns related to inbound left turns from Second Line into the subject site. The following provides our responses and clarifications:

- As noted on page 24 of the Report (Recommendation #3), AECOM recommended restricting traffic movements at the proposed Second Line Site Access Driveway to right-in/right-out movements only. This eliminates the expressed concern with inbound left turning vehicles from Second Line impeding operations of the signalized intersection with Great Northern Road.
- Additional Synchro analyses were completed by the AECOM Project Team to better understand operational implications of eliminating the proposed right-in / right-out site access off of Second Line. As shown in Table 8 of the Report and with the assumption that the South Site Access Driveway (off Second Line) would operate as right-in / right-out only, the NBL movement at the proposed signalized intersection of the Walmart Access Driveway (East Site Access Driveway) and Great Northern Road would be operating at LOS “E” with a v/c ratio of 0.94 (i.e., approaching capacity) under the Future Total Traffic Conditions in 2028. Accordingly, the NBL movement at the East Site Access Driveway would need to accommodate an additional 9 vehicles in the AM peak hour and 33 vehicles in the PM peak hour diverted from the right-in/out access on Second Line further increasing the v/c ratio and associated queues and delays, potentially exceeding capacity. Hence, for the purpose of the supplemental Synchro analyses, it was assumed that the diverted inbound traffic would have to access the site via the North Site Access Driveway off Industrial Park Crescent. With this assumed redistribution of traffic, the additional Synchro analyses

completed by the AECOM Project Team determined that from the traffic operations standpoint, elimination of the proposed right-in / right-out South Site Access Driveway (off of Second Line) would not significantly impact traffic operations at the other locations within the study area. However, subsequent to the closure of the proposed right-in / right-out South Site Access Driveway (off of Second Line), the diverted inbound traffic would have to make a relatively long detour by making a westbound right-turn at the intersection of Great Northern Road / Second Line, travelling northbound on Great Northern Road past the proposed signalized intersection at the East Site Access Driveway (the Walmart Access Driveway), making a northbound left-turn at the intersection of Great Northern Road / Industrial Parkway Crescent, and finally, making a westbound left-turn from Industrial Park Crescent onto the North Site Access Driveway, as opposed to travelling westbound through the intersection of Great Northern Road and Second Line and making a right turn into the site via the South Site Access Driveway (off of Second Line).

- This long detour would see the diverted inbound traffic going through greater number of conflict points (as compared to the scenario with the proposed right-in / right-out South Site Access Driveway off of Second Line in place) and as a result causing greater number of conflicts at the following locations:
 - The westbound right-turn channel at the intersection of Great Northern Road and Second Line which would result in additional potential pedestrian-vehicle conflicts (i.e., conflicts between right-turning vehicles and pedestrians walking across the channelized right turn at the north-east corner), as well as potential conflicts with northbound through vehicles on Great Northern Road as well as traffic in and out of the first driveway immediately north of the intersection;
 - The proposed signalized intersection of Great Northern Road and East Site Access Driveway (the Walmart Access Driveway);
 - The intersection of Great Northern Road and Industrial Park Crescent at which the diverted traffic would require to find simultaneous gaps between vehicles on the two southbound traffic lanes (could result in increased potential for severe angle collisions) as well as pedestrian walking across Industrial Park Crescent (along the west side of Great Northern Road); i.e., additional, level of vehicle-pedestrian and vehicle-vehicle conflicts; and
 - At the North Site Access Driveway off Industrial Park Crescent at which the diverted traffic would have conflicts with the eastbound through vehicles on Industrial Park Crescent.
- In addition, the closure of the proposed right-in / right-out South Site Access Driveway (off of Second Line) would result in a detour for the outbound volume of traffic which is estimated at 8 vehicles in the AM peak hour and 40 vehicles in the PM peak hour. With the same reasoning, this detour of outbound vehicles would create additional conflicts at the following locations:
 - The proposed signalized intersection of Great Northern Road and East Site Access Driveway (the Walmart Access Driveway); and
 - The southbound right-turn channel at the intersection of Great Northern Road / Second Line which would result in additional pedestrian-vehicle conflicts (i.e., conflicts between right-turning vehicles and pedestrians walking across the channelized right turn at the north-west corner) as well as potential conflicts with westbound through vehicles on Second Line, especially those in and out of the first driveway (the Petro-Canada driveway) immediately west of the intersection.
- Last but not least, the South Site Access Driveway would provide for a third point of entry to / exit from the site (better internal site circulation) and less circuitous travel paths for EMS and Fire services.

- In summary, the closure of the proposed right-in / right-out South Site Access Driveway (off Second Line) would most likely increase probability of conflicts between road users (i.e., motorists, pedestrians, cyclists, etc.) in the study area.

We look forward to reviewing the above information with you, if needed.

Kind regards,



Ilya Sher
Manager, Transportation Systems Planning
AECOM Canada Ltd.
T: (905) 747-1760
E: ilya.sher@aecom.com

cc: Gord Mezzomo, MGP
Darrell Maahs, AECOM
Hossein Zarei, AECOM

Don McConnell

From: Margaret Barsanti <me.b@superiormarine.on.ca>
Sent: Friday, February 09, 2018 2:40 PM
To: Don McConnell
Cc: Chris Pelletier
Subject: Rezoning of Ben Pino's Property

Good Afternoon Mr. McConnell,

Thank you for the information meeting today. As a property owner adjacent to Ben Pino's property we have concern about water run-off. Also, traffic to get onto Great Northern road from Industrial Park.

Please keep us informed on what is happening.

Thank you for your time and have a great weekend.

Margaret Barsanti

Office Manager



43 Industrial Park Cres.
Sault Ste. Marie, ON
P6B 5P3
PHONE: (705)253-7828
FAX : (705)253-7912

Malcolm White

From: Don McConnell
Sent: Tuesday, February 20, 2018 1:49 PM
To: Malcolm White
Subject: FW: Pino's proposal

-----Original Message-----

From: ANDRE RIOPEL [REDACTED]
Sent: Tuesday, February 20, 2018 1:06 PM
To: Don McConnell
Cc: Matthew Shoemaker; Judy Hupponen
Subject: Re: Pino's proposal

Hi Don: I agree that it would be best to avoid that intersection if a reasonable alternative can be created. It's a busy spot and I am very familiar with the area as I have been crossing it almost every day for the past 30 years from many different angles. I also agree that there is a great opportunity to cross GNR at a signalized intersection at the Home Depot/Soo Mill intersection and/or at the Industrial Court/GNR intersection if WalMart extends their driveway. We would need to create a path from Soo Mill to Industrial Court though possibly along the west side of GNR. There is also a non motorized access to the WalMart/Home Depot property from Terrance and it's a relatively easy and safe ride through the property to exit at either of those intersections. This is city owned property but would need to be paved and or made safer as right now it has very loose rock cover. It would also be helpful if as part of site plan control "bicycle" facilities were required just as pedestrian and disability accessibility is required. This would provide an opportunity for cycling access and transport on private property just like pedestrians who cross commercial properties on sidewalks built and maintained by the property owner.

I believe there is an opportunity here to do a "ride through" exercise so all could become familiar with the area from a cyclist's perspective. We definitely need to discuss it further and thank you for the opportunity.

Cheers

Andre

----- Original Message -----

From: "Don McConnell" <d.mcconnell@cityssm.on.ca>
To: "Matthew Shoemaker" <m.shoemaker@cityssm.on.ca>, "Andre Riopel" [REDACTED]
Cc: "Judy Hupponen" <j.hupponen@cityssm.on.ca>
Sent: Tuesday, February 20, 2018 12:05:45 PM
Subject: RE: Pino's proposal

Good morning -

It would be helpful if we had the consultant's report on active transportation in this area. I believe we need a plan for the entire area and not just individual pieces. Regardless, let's look at where we are at the moment.

It would be ideal if pedestrians and cyclists had a safe route to cross both Second Line and Great Northern Road that did not involve the Great Northern Road/Second Line intersection. Approximately 53,000 vehicles per day go through this intersection making it the busiest in town.

By contrast, the intersection of Great Northern Road with the Home Depot/Soo Mill entrances has approximately 30,000 vehicles per day. If Mr. Pino goes ahead with his development with a signalized intersection opposite the Walmart entrance, we can expect roughly 30,000 vehicles per day also using that intersection. This intersection would only be about 200 m north of the Second Line intersection, have significantly less traffic, and connect into both the Walmart/Home Depot and Pino/Industrial Park areas making it a viable and likely safer crossing of Great Northern Road.

I should mention that Mr. Pino has already offered to meet with the Accessibility Advisory Committee to ensure the pedestrian access to his development is properly done. Hopefully we should have our consultant's report within the next few weeks and we can meet with Mr. Pino to finalize the site plan.

Don

-----Original Message-----

From: Matthew Shoemaker

Sent: Monday, February 19, 2018 12:00 PM

To: ANDRE RIOPEL

Cc: Judy Hupponen; Don McConnell

Subject: Re: Pino's proposal

I'll admit I replied to this email before having the opportunity to review the re-zoning report in depth. Now that I've looked at it more closely, I do see some merit to having the developer (either fully or partially) contribute to a multi-use path from 2nd line to Industrial Park. Is there any reason we wouldn't do this, Don?

Matthew Shoemaker

City Councillor - Ward 3

www.matthewshoemaker.ca

> On Feb 19, 2018, at 8:36 AM, Matthew Shoemaker <m.shoemaker@cityssm.on.ca> wrote:

>

> Don, can you advise if this was considered? I know the issue of creating a bike lane on the west side of GNR to Industrial Park has been previously discussed. I'm not sure it needs to be tied to this development though, because Ben Pino is looking to develop his own property, and any multi-use paths would be on City property.

>

> Matthew Shoemaker

> City Councillor - Ward 3

> www.matthewshoemaker.ca

>

>> On Feb 19, 2018, at 7:55 AM, ANDRE RIOPEL [REDACTED] wrote:

>>

>> Hi Mathew and Judy

>>

>> I was just wondering if any thought was given to accommodate non-motorized access to this development. It will definitely accentuate the existing issues and increase the need for safe infrastructure for cyclists. I believe that the idea of creating a bicycle path along the west side of GNR to Industrial Court would work. Possibly, the city could reduce the parking requirements to accommodate such a feature. I'm sure there is an agreeable solution here. For sure it needs more discussion.

>>

>> Thanks

>>

>> Andre

Rachel Tyczinski

Subject: FW: Pino's proposal

From: Don McConnell

Sent: Tuesday, February 20, 2018 4:01 PM

To: Malcolm White <m.white@cityssm.on.ca>

Subject: FW: Pino's proposal

From: Robert Rattle [

Sent: Tuesday, February 20, 2018 12:17 PM

To: Don McConnell; Matthew Shoemaker

Cc: Nuala Kenny; Judy Hupponen; Marlene Spruyt

Subject: Re: Pino's proposal

Thanks, that helps clarify.

From: Don McConnell <d.mcconnell@cityssm.on.ca>

To: "robert14robert@yahoo.ca"; Matthew Shoemaker <m.shoemaker@cityssm.on.ca>

Cc: Nuala Kenny <n.kenny@cityssm.on.ca>; Judy Hupponen <j.hupponen@cityssm.on.ca>; Marlene Spruyt < >

Sent: Tuesday, February 20, 2018 12:15 PM

Subject: RE: Pino's proposal

Robert –

I did not speak to the developer on this but I did speak with his architect, Gord Mezzomo. Mr. Mezzomo's instructions from Mr. Pino are to provide as many parking spaces as possible given his experience with the Trunk Road store.

Don

From: Robert Rattle [

Sent: Tuesday, February 20, 2018 11:55 AM

To: Don McConnell; Matthew Shoemaker

Cc: Nuala Kenny; Judy Hupponen; Marlene Spruyt

Subject: Re: Pino's proposal

Don - Out of curiosity, have you asked the developer how many parking spaces he would provide if there were no minimum to meet?

On 2/20/2018 11:37 AM, Don McConnell wrote:

Good morning –

Eliminating minimum parking requirements is quite different from imposing a maximum parking requirement. The purpose of eliminating minimum parking requirements is so that developers can figure out what they actually need and not provide anything more. I support this concept in the right locations, but I think if we simply left it up to Mr. Pino to determine what his parking requirement is, he would be providing what is currently proposed.. The bottom line is in Sault Ste. Marie, most people take their car to get groceries.

Thanks for your comments, Don

From: Robert Rattle
Sent: Tuesday, February 20, 2018 11:07 AM
To: Don McConnell; Matthew Shoemaker
Cc: Nuala Kenny; Judy Hupponen; Marlene Spruyt
Subject: Re: Pino's proposal

Thanks Don -

Here is the maximum parking space reference: Section 1.4 on page 32 of the report:
http://www.applications.ene.gov.on.ca/ccap/products/CCAP_ENGLISH.pdf

"Eliminate minimum parking requirements: Minimum parking requirements would be eliminated over the next five years for municipal zoning bylaws, especially in transit corridors and other high-density, highly walkable communities. Minimum parking requirements are a barrier to creating complete, compact and mixed-use communities. Instead, bylaws will encourage bike lanes, larger sidewalks, and enhanced tree canopies."

Might not yet be legislated, so why wait??!!

As for noise, Cara Community may be the closest, but I can assure you that the snow dumping in that location wakes us up in the Tarentorus area, and even if we 'get used to it', the health effects remain very tangible. All this to say noise remains a serious health risk in this community. For example:

<https://ehp.niehs.nih.gov/1307272/>

"Disordered sleep is associated with increased levels of stress hormones ([Joo et al. 2012](#)). Microarousals appear to be associated with increased lipids and cortisol levels, and feed into the same pathway of disordered sleep, even priming the neuroendocrine stress response in some individuals to be more at risk for disorders such as depression ([Meerlo et al. 2008](#)). Increased blood lipid, heart rate, blood pressure, and stress levels from noise lead to atherosclerosis, which is causally related to heart disease ([Hoffman et al. 2013](#))."

I would like to (again!) emphasise the unsustainability, unfairness and unhealthy approach to development this process reflects. Although not inconsistent with other city processes, the utter lack of engagement exposes the city to a considerable information bias and limitation. The professional opinion of our planners, Matthew, reflects a lot more than just planning, and a lot less than what an engaged community can produce. I have been asking for a decade for a visioning exercise in that area...shouldn't a visioning exercise be conducted before significant development? Or does it make more sense to develop and then think about what the community wants in the area afterwards?

Again, I think this is an exciting development, but why should we fall to the lowest common denominator and rubber stamp a less than adequate proposal that will have a variety of unintended (although predictable) health and environmental (not to mention community, economic and transportation) impacts? If not done progressively, this project will cost us big time in taxes, and will look silly in a few years, detracting from tourism for example. We should be looking forward with these proposals, not backwards. Something constructed today will affect the community for 40-50 or more years. Changing the rules "halfway through the game", Matthew, is the name of the game called progress.

On 2/20/2018 10:32 AM, Don McConnell wrote:

Good morning everyone –

To clarify, there is no provincial legislation concerning the maximum number of parking spaces. Nor am I aware of any planned legislation to this effect.

As stated in my report, we are proposing a slight reduction in the required minimum number of parking spaces to create space for improved pedestrian access, barrier free requirements and landscaping.

Drainage will be retained on-site so that the extent of the post development storm water flow does not exceed predevelopment storm water flow. In other words, this project will not place additional constraints on our storm water management system during peak rainfall events.

With respect to noise, the nearest residential units are Cara Community on Old Garden River Road and the residences on Old Garden River Road north of Second Line. These units are approximately 450 m (~ 1500 feet) from the subject property and separated by the TransCanada Highway.

Don

From: Robert Rattle

Sent: Tuesday, February 20, 2018 9:35 AM

To: Matthew Shoemaker

Cc: Don McConnell; Nuala Kenny; Judy Hupponen; Marlene Spruyt

Subject: Re: pinos proposal

Thanks for your response Matthew.

I too like the idea of development on that site. But it needs to be done properly and should be the best it can be.

To the community, the HUGE factors of concern which will adversely impact the community will be noise - both from traffic and snow removal - and traffic.

The night time snow removal and traffic noise is a serious matter that needs to be addressed before this proposal advances any further. Noise is a serious health issue. The burden of disease is inescapable, called the silent killer. It affects health, the environment, economic productivity, early childhood development, crime. WHO estimates a loss of 1.6 million disability adjusted life years annually in the EU alone due to traffic induced noise. Noise has tangible effects on the lives of everyone in this community. We as a community need to improve our soundscape dramatically. The Toronto Board of Health recently released a report on noise which may provide some insight:

<https://www.toronto.ca/legdocs/mmis/2017/hl/bgrd/backgroundfile-104525.pdf>

As for traffic, its a no-brainer: there's too much traffic in the area already, clearly evidenced by the considerable resources the city has applied in the

last decade to manage its harmful impacts, along with the current area study. People shop; not vehicles. New roads and lanes, upgrades, traffic management and new development have all failed to resolve the situation or to improve access (I would argue made the situation worse). We've previously corresponded on the increase in neighbourhood cut through traffic, and the risks it presents to safety and health. To add more traffic will guarantee a deterioration of a situation the city seems ill prepared to resolve. That has not only adverse health, social and environmental repercussions, but adverse economic impacts too.

I would have to respectfully disagree that new standards would be unfair - we grandfather many new laws and regulations to improve society and advance development. There's no need to fall to the lowest common denominator, or stay stuck in the past, just to ignore new knowledge that will improve this development. The evidence is pretty clear on this matter - stronger noise and traffic requirements and better design would benefit this proposal, not disadvantage it.

Please have a look at the third video on this page titled active transportation plans:

<http://cambium-inc.com/videos.php>

I think we can and must do far better. Here's a golden opportunity to demonstrate the Sault has moved forward!

My preference would be for a complete HIA of the proposal:

<http://www.hiaguide.org/hia/simontanger-outlet-mall-hia>

<http://slideplayer.com/slide/5305547/>

http://www.crenshawsubway.org/crenshaw_mall_health_impact_assessment

<https://www.planning.org/media/document/9112967/>

On 2/19/2018 12:07 PM, Matthew Shoemaker wrote:

Don, can you advise if the province has recently enacted maximum parking space legislation? I don't recall hearing that.

>From my perspective, we're already reducing the parking space requirement below what is required by our zoning by-law, and at present, this site is just a pile of sand and salt for half the year, so I am excited to see some development in the area. I do have some issue with the entrance/exit onto second line but am hopefully my concerns can be addressed tomorrow. I think it would be unfair to the developer to place new restriction on this development that significantly differ from those placed on the surrounding competition (Rome's, Metro, Walmart) and could put him at a disadvantage compared to them. I trust the planning staff will ensure proper drainage, waste water management and landscaping features in the finalized site plan.

Matthew Shoemaker

On Feb 18, 2018, at 11:24 PM, Robert Rattle wrote:

any way we can greatly reduce the number of parking spaces such that the proposal serves the local community rather than draws in more traffic from across the city? Hasn't the province recently enacted maximum parking legislation? It seems ludicrous given the current traffic study and traffic conditions to allow more trouble in the area when we should be moving in the opposite direction. I think it is exciting to see some development, but it would be nice to see development done correctly that will still be useful in 5-10-25 years, not based on 1950s thinking today. What about angle out parking along GNR and 2nd line. Courtyard development with a central 4-season courtyard? Lots of space for natural greenery and planting? I fear a pavement jungle with storm water management falling below what climate change dictates. All a good idea, just get rid of the vehicles and their drainage and environmental problems they will generate in the area. I appreciate the frontage decrease, but can that not go further? The proposed design greatly lacks vision big time - hide the cars in the back.

Most importantly, I have to raise serious noise concerns about the plowing - we already have an ineffective noise bylaw and placing the parking lot on the east side will inundate the neighbourhood with more noise. Matthew/Judy, I want this matter resolved in a very specific and detailed manner at council Tuesday or deferred for further consultation. Don - can a site plan control include noise?

sorry again for the brevity guys, but when the city gives us a few hours over a holiday weekend to review a 400 page council agenda, you get what you get. In the meantime, I do expect to see specific action on the noise/parking lot/traffic issue, despite the attention likely turning to downtown on this matter.



LAKE SHORE GROUP

February 20, 2018

VIA EMAIL d.mcconnell@cityssm.on.ca

Mr. Donald McConnell, MCIP, RPP
Director, Planning & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

Dear Mr. McConnell,

RE: A-1-18-Z.OP - 435, 439, 449, 459 Great Northern Road & 41 Industrial Park Crescent

We are the land use planning consultants for Metro Ontario Real Estate Limited ("Metro"). Metro only became aware of this application today as a result of articles published in the press regarding the meeting to be held at City Council this evening.

We would request that we be provided with copies of the Applicant's Retail Market Impact Study and any Land Use Planning Justification Report submitted with the application. Because of the timing of Metro becoming aware of the application, it is not possible for us to provide detailed comments on the application to the City in advance of tonight's meeting.

Based on the foregoing, we would request that the application be deferred to allow Metro to conduct a complete review of the Market Analysis and supporting materials. Should Council decide to approve this application tonight, we would request that we be provided with the written Notice of Adoption for the applications.

Should you have any questions, please feel free to call me at (416) 364-5926.

Sincerely,
THE LAKESHORE GROUP

Rick Pennycooke, M.C.I.P., R.P.P.
PRESIDENT

C.C.
CITY CLERK, CITY OF SAULT STE. MARIE

City of Sault Ste. Marie

BY-LAW NO. 2018-19

ANIMAL CARE AND CONTROL BY-LAW: (R1.5) A by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie.

WHEREAS sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular, paragraphs 5, 8 and 9 of subsection 10(2) authorize by-laws respecting: the economic, social and environmental well-being of the municipality; the protection of persons and property and Animals;

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that a by-law under section 10 of that Act respecting a matter may regulate or prohibit and, as part of the power to regulate or prohibit respecting the matter, may require a Person to do things respecting the matter or may provide for a system of Licenses respecting the matter;

AND WHEREAS Section 103(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that if a by-law is passed regulating or prohibiting with respect to the being At Large of Animals, the by-law may provide for the seizure and impounding of Animals being At Large and the sale of impounded Animals;

AND WHEREAS section 425 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes a municipality to pass by-laws providing that a Person who contravenes a by-law of the City of Sault Ste. Marie passed under that Act is guilty of an offence;

AND WHEREAS the *Municipal Act, 2001*, S.O. 2001, c.25 further authorizes a municipality, amongst other things, to delegate its authority, to impose fees or charges, to provide for inspections, and to make orders to discontinue activity or to do work;

AND WHEREAS the Council of the City of Sault Ste. Marie deems it advisable to enact a by-law providing for the control and care of Animals in the City for the health and safety of the public;

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

SHORT TITLE

This by-Law shall be known as the Sault Ste. Marie Animal Care and Control By-law.

Table of Contents

1. DEFINITIONS	4
2. POUND KEEPER	6
3. CARE OF ANIMALS	6
3.1 Responsibility to Care for Animals	6
3.2 Tethers	7
4. DOGS	7
4.1 Registration	7
4.2 Prohibitions	8
4.3 Dog Bites/Attacks	9
4.4 Dangerous Dogs	9
4.5 Dangerous Dog Notice and Appeal Hearing	10
4.6 Nuisance Dogs	11
4.7 Off-Leash Areas	12
5. CATS	12
5.1 Identification	12
5.2 Nuisance Cats	12
5.3 Prohibitions	12
5.4 Cat Breeding Permit	13
6. CATS AND DOGS	13
6.1 Running At Large	13
6.2 Impoundment	14
6.3 Confinement of Female Dogs and Cats in Heat	14
6.4 Stoop and Scoop	14
7. GENERAL ANIMALS	14
7.1 Impounded Animals	15
7.2 Animals in an Enclosed Space	15
7.3 Injured or Killed Animals	15
7.4 Tormenting Animals	16
7.5 Trapping Animals	16
7.6 Livestock	16
7.7 Wild Animals	17
7.8 Prohibited Animals	18

7.9	Protective Care	18
8.	KENNELS	18
8.1	Regulations	18
9.	ADMINISTRATION AND ENFORCEMENT	19
9.1	Application and Enforcement.....	19
9.2	Fees.....	20
9.3	Offences and Penalties	20
9.4	Validity.....	20
9.5	By-Laws Repealed	21
9.6	Enactment	21
	Schedule “A” Schedule of Fees	22
1.	DOG REGISTRATION FEES	22
2.	KENNEL REGISTRATION FEES.....	22
3.	CAT BREEDING PERMIT FEES	22
4.	REDEMPTION, SERVICE AND POUND FEES	22
	Schedule “B” Prohibited Animals	23
	Schedule “C” Standards for All Kennels	24
	Schedule “D” Part 1 Provincial Offences and Set Fines	28
	Schedule “E” Off-Leash Areas	32
	Schedule “F” Circus Prohibited	33
	Schedule “G” Zoos Prohibited	34

1. DEFINITIONS

In this By-law:

“*Animal*” includes any mammal, bird or reptile, other than a Dog or Cat.

“*At Large*” in reference to a Dog or Cat means the Dog or Cat is:

- (a) Not within the Premises of its Owner or within the Premises of another Person with the consent of that Person; and
- (b) Not on a leash and under the effective control of a Person who has the strength and capacity to securely control the Dog or Cat so as to not permit or allow unwanted contact with another Person or Domestic Animal.

“*Attack*” or “*Attacked*” in reference to a Dog or Cat means aggressive behaviour resulting in unwanted physical contact resulting in harm to a Person or Domestic Animal, such as bleeding, bone breakage, sprains, serious bruising, multiple injuries or damage to clothing;

“*Bite*” means the breaking or puncturing of the skin of a Person or Domestic Animal caused by the tooth or teeth of a Dog and “*Biting*” has a similar meaning;

“*Board*” means the Board of Directors of the Agency contracted by City Council to provide for the control and care of animals in the City or designate of City Council;

“*Cat*” means a male or female feline of any breed of domesticated Cat or cross-breed of Domesticated Cat.

“*Collar*” does not include a rope, cord, chain, or other material not used as a collar in its regular use.

“*Chief of Police*” means the Chief of Police for Sault Ste. Marie Police Services or persons acting under his or her authority;

“*City*” means the Corporation of the City of Sault Ste. Marie;

“*Council*” means the Council of the Corporation of the City of Sault Ste. Marie;

“*Dog*” means a male or female canine of any breed or domesticated canine or cross-breed of a domesticated canine;

“*Domestic Animal*” includes a Cat, Dog or similar Animal kept as a pet which is generally understood to be domesticated and is typically kept indoors at a Dwelling Unit.

“*Dwelling Unit*” means one or more rooms connected together as a self-contained, separate unit in the same building comprising all or part of the building and constituting an independent housekeeping unit for residential occupancy;

"Identification Tag" means the tag issued annually when a Dog is registered with the Pound Keeper;

"Keep" in reference to a Dog, Cat or Animal means to provide care to the Dog, Cat or Animal or to own, harbour, possess or have control over, whether temporary or permanent "kept" or "keeping" have similar meaning;

"Kennel" means a building or structure or part thereof where animals are kept for the purpose of breeding, boarding, housing, feeding, selling and/or maintenance.

"Livestock" means animals including but not limited to cattle, fur-bearing animals, goats, pigs, horses and sheep, but not including dogs or cats;

"Microchip" means an approved Canadian Standard encoded identification device implanted into a Dog or Cat which is programmed to store a unique and permanent identification number that permits access to Owner information which is stored in a central data base accessible to the Pound Keeper and "Microchipped" when used in reference to a Dog or Cat means a Microchip has been implanted into the Dog or Cat;

"Muzzle" in reference to a Dog means a humane fastening or covering device of sufficient strength and well-fitted animal to prevent the Dog from Biting, without interfering with the breathing, panting or vision of the Dog or with the Dog's ability to drink;

"Officer" means a person duly appointed as a Provincial Offences Officer or Municipal Law Enforcement Officer who is employed by the Agency contracted to provide the City with Prevention of Cruelty to Animal Services;

"Owner" in reference to a Dog, Cat, Livestock or other Domestic Animal means any person or persons who possesses, harbours or have custody of a Dog, Cat, Livestock or other Domestic Animal and where the Owner is a minor, the person responsible for the custody of the minor;

"Person" includes a corporation, association, or any other non-incorporated entity;

"Police" means any Police Officer as appointed by the Government of Canada, the Province of Ontario or the City.

"Roadway" any street, highway or other place, whether publicly or privately owned, and any part of which the public is permitted to use for the passage or parking of vehicles.

"Service Animal" means an animal that has been trained or is being trained to provide service for a person who, because of a disability as defined in the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended, requires that service animal.

"Sterilized" in respect of a dog or cat means either spayed or neutered and "sterilization" has a corresponding meaning;

“Tether” means a rope, chain or any restraining device that prevents an animal from moving away from a localized area and words *“tethered”* and *“tethering”* have a corresponding meaning;

“Wild Animal” means an untamed or undomesticated animal indigenous to North America, wild by nature or disposition;

2. POUND KEEPER

For the purpose of this By-law, the Agency contracted by City Council to provide the City with Prevention of Cruelty to Animal Services (the *“Society”*) shall be deemed to be the Pound Keeper of the City of Sault Ste. Marie and the animal shelter(s) operated by the Society shall be deemed to be the City Pound.

3. CARE OF ANIMALS

3.1 Responsibility to Care for Animals

3.1.1 Every Owner of an animal shall treat the animal in a humane manner, including but not limited to the provision of:

- (1) a clean and sanitary environment free from the accumulation of excrement;
- (2) adequate and appropriate:
 - a. food;
 - b. unfrozen clean water;
 - c. shelter that is waterproof and protects the animal from exposure to the elements and is appropriate for its size and breed; and
 - d. veterinary medical care when the animal exhibits signs of pain, illness or suffering.
- (3) the opportunity for physical activity sufficient to maintain good health.

3.1.2 Every person who keeps an animal outside unsupervised for extended periods of time shall, in addition to the requirements set out in article 3.1.1, keep the animal within a confined area on the premises and ensure that the animal is provided with, and has complete and unrestricted access to the following:

- (1) a raised shelter that protects the animal from the elements, having regard to the animal's size and type of coat;
- (2) an area separate and apart from the shelter for the animal to use for defecation and urination;

- (3) an area separate and apart from the shelter that provides the animal with protection from direct sunlight at any time of the day; and
- (4) an area that is dry and free from standing water.

3.2 Tethers

3.2.1 No person shall keep an animal tethered unless:

- (1) the tether is a minimum of four (4) metres in length and does not permit the animal to go beyond the limits of the property;
- (2) the animal has unrestricted and unobstructed movement within the range of the tether;
- (3) the animal has access to water, food, shelter, and shade; and
- (4) the tether is securely attached to a collar that will not cause the animal unnecessary pain or distress.

3.2.2 No person shall use a collar on an animal that restricts or may restrict the animal's ability to breathe or swallow, or that causes or may cause the animal distress.

3.2.3 No person shall tether any cat outside while left unsupervised.

3.3 Keeping Animals Under Sanitary Conditions

3.3.1 Every person who keeps an animal within the City shall keep the animal, or cause the animal to be kept on premises that are free from the accumulation of fecal or other waste matter, foul odour, insect infestation, rodent attractants or any other unsanitary condition that disturbs or is likely to disturb the enjoyment, comfort or convenience of any person or animal, or that may endanger the health of any person or animal.

3.3.2 Article 3.3.1 does not apply to Livestock kept in accordance with the provisions of subsection 7.6 of this By-law.

4. DOGS

4.1 Registration

4.1.1 Every Owner of a Dog shall:

- (1) Register the Dog with the Pound Keeper within the later of:
 - a. The Dog reaching the age of five (5) months; and
 - b. Seven (7) days of becoming the owner of the Dog.

- (2) Pay the registration fee and administrative fee(s), if applicable, as set out in Schedule "A" as may be amended by Council from time to time; and
- (3) Renew the registration annually on or before March 31st of each year, if applicable.

4.1.2 Registration of a Dog shall expire:

- (1) In the case of annual registration, on March 31st of each year; and
- (2) In the case of lifetime registration, on the earliest of:
 - a. The transfer of Ownership of the Dog; and
 - b. Death of the Dog.

4.1.3 The Pound Keeper shall provide the registrant with an identification tag for each dog registered in accordance with this By-law that will bear a licence number, the City name and the year to which it applies.

4.1.4 Where an Owner of a dog acquires the dog or moves in to the City after the 30th day of June of any year the Owner shall pay one-half of the annual registration fee as set out in Schedule "A" at the time of registration.

4.1.5 The Pound Keeper shall not register a dog unless the Owner provides:

- (1) Name, address and telephone number of the dog Owner;
- (2) Name, age, gender, breed, and general description of the dog;
- (3) Proof of current rabies immunization from a Doctor of Veterinary Medicine;
- (4) Proof of sterilization and microchip, if applicable, from a Doctor of Veterinary Medicine;
- (5) Copy of Dangerous Dog Notice, if applicable; and
- (6) The prescribed fee.

4.1.6 The Owner of a dog shall notify the Pound Keeper within seven (7) days of the sale or death of a dog registered with the Pound Keeper or of any change in the Owner's name, address or telephone number.

4.1.7 No Owner, upon providing proof satisfactory to the Pound Keeper, shall be required to pay a fee for the registration of a Police Dog or Service Animal.

4.2 Prohibitions

4.2.1 Every owner of a dog five (5) months of age or older shall ensure that the dog identification tag issued at the time of registration or a replacement thereof is affixed on the dog at all times during the year and until such time as he procures a tag for each dog for the following year.

4.2.2 No person shall use an identification tag for any dog other than the dog for which such identification tag was issued.

4.2.3 No person shall provide the Pound Keeper with any false information in respect of the registration or renewal of a registration of a dog.

4.2.4 No person other than the Owner or the Pound Keeper shall remove the identification tag worn by a dog.

4.2.5 The Owner of a dog shall not use a leash or other restraining device that does not enable him or her to properly control the dog.

4.3 Dog Bites/Attacks

4.3.1 No Owner of a dog shall cause or permit a dog, through neglect or failure to control, to, without provocation, bite, attack or chase a person or Domestic Animal, or damage public or private property.

4.3.2 Where it is alleged that a dog has bitten or attacked a person or domestic animal such dog may be impounded on the order of the Chief of Police and held by the Pound Keeper until the proceedings provided in the *Dog Owners' Liability Act*, R.S.O., 1990 c. D.16 have been followed provided that no dog shall be so impounded for a period in excess of twenty-one (21) days unless ordered otherwise by an Ontario Court or Provincial Offences Court.

4.3.3 Where Police, Pound Keeper or Officer finds a dog running At Large contrary to the provisions of this By-law and he or she believes that before the dog can be seized it may attack a human being he or she may kill the dog.

4.3.4 No damages or compensation shall be recovered for the killing of a dog under this section.

4.4 Dangerous Dogs

4.4.1 Where the Pound Keeper or an Officer becomes aware either on its own initiative or as a result of a complaint received by it that a dog has bitten or attacked a person or Domestic Animal without provocation, or chased or approached a person or Domestic Animal in a menacing fashion, the Pound Keeper Officer may serve a Dangerous Dog Notice to the dog Owner requiring the Owner to comply with any or all of the requirements set out in this section. Such notice shall take effect immediately upon service and the dog shall be deemed to be a Dangerous Dog.

4.4.2 Every Owner of a Dangerous Dog shall, at all times while the Dangerous Dog is not in the Owner's dwelling unit, but is otherwise within the boundaries of the Owner's premises, ensure that:

- (1) the dog wears a muzzle;
- (2) the dog is securely tethered;

- (3) the dog is contained within an area securely enclosed by a locked fence of an appropriate height, or an area enclosed by other means such that the dog cannot come into contact with members of the public; and
- (4) a sign, no smaller than 5" x 7", is displayed at all entrances to the property upon which the dog is kept, bearing words and a symbol that warn that there is a Dangerous Dog on the property.

4.4.3 Every Owner of a Dangerous Dog shall, at all times while the dog is not within the boundaries of the Owner's premises, keep the dog:

- (1) on a leash that does not exceed two (2) metres in length; and
- (2) muzzled.

4.4.4 Every Owner of a Dangerous Dog shall notify the Pound Keeper immediately of the following:

- (1) any change in Ownership or residence of the dangerous dog and provide the name, current address and telephone number of the new Owner;
- (2) if the dog runs At Large, attacks or bites any person or animal; and
- (3) if the dog dies.

4.4.5 The Owner of a Dangerous Dog shall ensure that:

- (1) the dog is spayed or neutered at the Owners expense; and
- (2) that the dog is implanted with a microchip at the Owner's expense.

4.4.6 The Pound Keeper may impound any Dangerous Dog of an Owner not in compliance with this Section, at the Owner's expense, and perform any procedure necessary in the circumstances, including euthanization.

4.5 Dangerous Dog Notice and Appeal Hearing

4.5.1 The Dangerous Dog Notice referred to in Section 4.4 shall be served by hand delivery or registered mail to an Owner of the dog. If served by registered mail, it shall be deemed received on the fifth working day after the date of mailing. Such notices shall include:

- (1) a statement that the Pound Keeper has reason to believe that the dog is potentially dangerous dog or a dangerous dog;
- (2) the requirements that the Owner must comply with in accordance with Section 4.4 and when such requirements take effect; and
- (3) a statement that the Owner may request, within three (3) working days of receipt of the Pound Keeper's Notice, and is entitled to, a hearing by a Committee designated by Council and specify the procedure for same.

4.5.2 An Owner's request for a hearing shall be made in writing to and served on the City Clerk of the Corporation of the City of Sault Ste. Marie within three (3) working days

of receiving the Notice and include a copy of the Notice. A Committee of Council shall hold a hearing pursuant to the provisions of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22 within fifteen (15) working days of the City Clerk's receipt of the request for a hearing and provide the Owner with notice of same.

4.5.3 Where a dog Owner who has been given notice of a hearing does not attend at the prescribed time and place, the Committee of Council may proceed in the absence of the dog Owner and the Owner will not be entitled to any further notice in the proceedings.

4.5.4 At the conclusion of the hearing, the Committee of Council may give its decision orally or reserve its decision, but in any case it shall provide its decision in writing within fourteen (14) days of the hearing to the dog Owner and the Pound Keeper.

4.5.5 The Committee of Council may affirm or rescind the Pound Keeper's designation of the dog as potentially dangerous or dangerous, may substitute its own designation, or may substitute its own requirements of the Owner. The decision of the Committee of Council issued under this By-law is final.

4.5.6 The requirements of Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5 which may be imposed on a dog Owner by the Pound Keeper shall not be required until either the time for appeal under Section 4.5.2 has elapsed without the dog owner requesting a hearing pursuant to that Section or the Committee of Council has ordered such requirement, whichever occurs earlier.

4.6 Nuisance Dogs

4.6.1 No Owner of a dog shall cause or permit his or her dog to be a public nuisance by:

- (1) Persistently barking or howling;
- (2) Scattering garbage or interfering with waste collection services; or
- (3) Chasing persons, vehicles, domestic animals, livestock, poultry or other animals kept on an agricultural property.

4.6.2 For the purpose of 4.6.1, persistent barking or howling is defined as repeatedly barking or howling for twenty (20) minutes or longer.

4.6.3 Where the Pound Keeper has received and investigated three (3) complaints about the persistent barking of a Dog, which complaints have resulted in a conviction of the Owner of the dog under the City's Noise By-law or any successors thereto, the Pound Keeper shall be entitled to retrieve the dog from the Owner and keep the dog in the Pound for a period of ten (10) days or until the Pound Keeper is satisfied that the Owner of the dog has taken proper and effective steps to control the barking of the dog, whichever is the lesser.

4.7 Off-Leash Areas

4.7.1 The Owner of a dog found within a designated Off-Leash Area as listed in Schedule “E”, as amended, to this by-law shall ensure:

- (1) that the dog has a current rabies immunization affixed to their collar;
- (2) that the dog has been registered and has an identification tag affixed to their collar; and
- (3) that the dog is under the direction and sight of its Owner or, that of a competent person over the age of eighteen (18) years with the Owner’s consent, at all times.

4.7.2 No Owner shall allow a female dog in heat or a dog known to be sick to enter the confines of an Off-Leash Area.

4.7.3 No Owner of a Dangerous Dog or a dog under a Dangerous Dog Notice shall permit that dog to enter the confines of an Off-Leash Area.

4.7.4 The Owner of a dog who acts aggressively towards people or other dogs while in the confines of an Off-Leash Area shall immediately leash and remove the dog from the Off-Leash Area.

5. CATS

5.1 Identification

5.1.1 Every Owner of a cat shall ensure that the cat bears sufficient identification to allow any person finding the cat running At Large to identify and contact the Owner.

5.1.2 No person other than the Owner or the Pound Keeper shall remove the identification affixed to a cat.

5.2 Nuisance Cats

5.2.1 No Owner of a cat shall cause or permit a cat to be a public nuisance by:

- (1) Scattering garbage or interfering with waste collection services;
- (2) Damaging public or private property; or
- (3) Chasing persons, vehicles, domestic animals, livestock, poultry or other animals kept on an agricultural property.

5.3 Prohibitions

5.3.1 No person may be or become an Owner of any female cat that is actually or apparently over the age of six (6) months or any male cat that is actually or apparently over the age of seven (7) months unless:

- (1) The cat has been spayed or neutered, as the case may be, by a veterinarian;
- (2) The person holds a valid breeder's permit for an unspayed or unneutered cat as provided for in this By-law; or
- (3) The person is not normally resident of the Municipality and, while in the City of Sault Ste. Marie for any temporary period, ensures that his or her cat is not permitted to be running At Large in the City of Sault Ste. Marie.

5.4 Cat Breeding Permit

5.4.1 A Cat Breeding Permit shall be issued by the Pound Keeper at the fee set out in Schedule "A" provided that:

- (1) The adult cats are registered as purebred with the Canadian Cat Association or Cat Fanciers Association;
- (2) The permit holder is responsible for ensuring that the unspayed and/or unneutered cat(s) to which the permit relates are not running At Large in the City of Sault Ste. Marie; and
- (3) An approved inspection has been performed by the Society; and
- (4) The proposed location of the kennel has received certification from the building inspector confirming zoning compliance.

5.4.2 A Cat Breeding Permit issued under this section will be valid for the current calendar year.

6. CATS AND DOGS

6.1 Running At Large

6.1.1 No Owner shall cause or permit a dog or cat to be At Large in the City of Sault Ste. Marie.

6.1.2 For the purposes of this By-law, a dog or cat shall be deemed to be running At Large if it is found in any place other than on the premises of its Owner, not on a leash held by any person, not under the control of any person.

6.1.3 A dog is not considered to be At Large if the dog is:

- (1) within the confines of an Off-Leash Area; or
- (2) on the premises of a person who has consented to the dog being on the person's premises while it is unleashed.

6.1.4 The Owner of a dog shall control a dog by means of a leash that is held or affixed to their person.

6.1.5 For the purposes of article 6.1.4, a dog shall not be deemed to be controlled by a leash if the leash is attached to an immovable object, a motor vehicle or a bicycle.

6.2 Impoundment

6.2.1 An Officer may seize any dog or cat that is found running At Large in the City and may cause such Dog or Cat to be delivered to the Pound.

6.2.2 Any person may seize any dog or cat that is found running At Large in the City and shall immediately cause such dog or cat to be delivered to the Pound Keeper, an Officer or, if known, returned to its rightful Owner.

6.2.3 A seized dog or cat seized shall be considered impounded at the time and place when it comes under the control of an Officer or the Pound Keeper. During the redemption period, the Pound Keeper may:

- (1) Provide such veterinary care or other care for an injured or ill impounded dog or cat as may be necessary to sustain its life or relieve any distress; and
- (2) Inoculate the impounded dog or cat to provide immunization against distemper or any other contagious or infectious disease.

6.2.4 An impounded Dog or Cat shall be held for a period of four (4) days and if not claimed and released to the Owner thereof within such period, such Dog or Cat may then be euthanized or sold by the Pound Keeper as he or she may deem appropriate.

6.3 Confinement of Female Dogs and Cats in Heat

6.3.1 The Owner of a female dog or cat that is in heat shall confine such dog or cat to a building or enclosed pen until such heat has ended.

6.4 Stoop and Scoop

6.4.1 Every Owner of a dog or cat shall immediately remove any feces left by the animal in any place other than the premises of the Owner and dispose of it in a proper waste receptacle.

6.4.2 Article 6.4.1 does not apply to Owners of a Service Dog while that dog is being used to aid a person with a visual, hearing or other impediment.

7. GENERAL ANIMALS

7.1 Impounded Animals

7.1.1 The Owner of an animal that has been seized and impounded under this By-law may obtain release of such animal by:

- (1) Paying the redemption and administrative fees set by the Board;
- (2) Paying any veterinary expenses incurred in relation to the animal while it was impounded;
- (3) If the animal being claimed is a dog and is not already registered with the Pound Keeper, registering the dog; and
- (4) Taking any other action in relation to the care or control of the dog or cat that the Pound may direct or order.

7.1.2 After the expiration of the redemption period, the Pound Keeper may:

- (1) release the animal to its Owner upon compliance with article 7.1.1; or
- (2) keep, sell, transfer or euthanize the animal in accordance with the provisions of the *Animals for Research Act*, R.S.O. 1990, c. A,22, as amended.

7.2 Animals in an Enclosed Space

7.2.1 No person shall cause an animal to be confined in an enclosed space, including a vehicle, that is not ventilated or otherwise limits the animal's ability to breath, including but not limited to exposure to unsafe temperatures.

7.2.2 No person shall keep an animal in any vehicle, part of a vehicle or trailer attached to a vehicle where doing so causes, or may cause, the animal illness, pain, injury or suffering or to become subject to undue or unnecessary hardship or neglect.

7.2.3 An Officer may use any reasonable means necessary to remove an animal in need of assistance from a vehicle or any enclosed space.

7.3 Injured or Killed Animals

7.3.1 A person who, in the course of operating a motor vehicle, injures or kills a Domestic Animal or Livestock shall pull over to the side of the roadway as soon as it is safe to do so and notify the Pound Keeper or Police.

7.3.2 A person who comes into the possession of a Cat or Dog that is injured shall, as soon as possible:

- (1) Release or return the animal back to the rightful Owner, if possible; or
- (2) Surrender the Dog or Cat to the Pound Keeper or an Officer.

7.3.3 Where, in the opinion of Police, Pound Keeper, or Officer, an animal under this By-law is injured or should be euthanized without delay for humane reasons or for

safety reasons, such person may euthanize the animal as soon after the seizure as he or she thinks fit without permitting any person to reclaim the animal or without offering it by public sale, and no damages or compensation shall be recovered by the Owner.

7.4 Tormenting Animals

7.4.1 No person shall torment, assault, batter, annoy, tease or wilfully or recklessly kill or cause injury, pain or suffering to an animal.

7.4.2 Article 7.4.1 of this By-law shall not be interpreted so as to prohibit:

- (1) a person who is a bona fide farmer engaged in a normal farming practice pursuant to the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c.1, as amended from time to time and other applicable law; or
- (2) a person who is a bona fide hunter actively engaged in hunting in accordance with the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c.41, as amended, and other applicable laws.

7.5 Trapping Animals

7.5.1 No person shall set out any trap that causes or may cause injury, pain or suffering to a Domestic Animal or Livestock.

7.6 Livestock

7.6.1 No person shall keep Livestock in any area of the City unless the area is zoned for that purpose by the City's Zoning By-law 2005-150, as amended, and any successor thereto, or is lawfully used for that purpose.

7.6.2 No person shall cause or permit any Livestock owned or harboured by that person to run At Large in the City. For the purpose of this By-law, Livestock shall be deemed to be running At Large:

- (1) when found on any private property other than the premises of the owner of the Livestock or the person harbouring the Livestock without the consent of the person apparently in possession or actually in possession of the property; or
- (2) when on any highway or other public place and not under the care, control and supervision of the owner or other person apparently charged with the care or supervision of the Livestock.

7.6.3 Any Livestock which is found running At Large contrary to the provisions of this By-law may be seized and impounded by the Pound Keeper.

7.6.4 Any person who finds any Livestock running At Large shall report same to the Owner, if known, or the Pound Keeper immediately.

7.6.5 The Pound Keeper may euthanize any impounded Livestock without delay if, in the opinion of the Pound Keeper, such action is warranted for humane reasons.

7.6.6 The Owner of any Livestock impounded may obtain release of such Livestock by:

- (1) paying the necessary fees to the Pound Keeper; and
- (2) taking any other action in relation to the care or control of the Livestock that the Pound Keeper may direct.

7.6.7 The Pound may, in accordance with the *Pounds Act*, R.S.O. 1990, C P.17, as amended;

- (1) release the Livestock to its Owner upon compliance with articles 7.6.6 of this By-Law; or,
- (2) keep, sell or dispose of the Livestock.

7.6.8 The Owner of any Livestock found running At Large shall be liable for all damages caused by same.

7.6.9 Article 7.6.1 shall not apply to:

- (1) premises used by the Society; or,
- (2) premises of an accredited veterinary facility under the supervision of a veterinarian licenced pursuant to the *Veterinarians Act*, R.S.O. 1990, c. V.3, as amended.

7.7 Wild Animals

7.7.1 No person shall remove Wild Animals from City property unless authorized to do so by law.

7.7.2 No person shall keep, or cause to be kept, a Wild Animal in the City unless they are authorized to do so by law.

7.7.3 No person shall intentionally feed a Wild Animal or leave food or attractants of any type or form out of doors in such a manner as to attract, or be accessible by a Wild Animal or feral or stray Domestic Animal on private or public property.

7.7.4 Article 7.7.3 does not apply to the following situations:

- (1) the feeding of song birds on private property;
- (2) the leaving of food as bait in a trap by a property Owner to capture a nuisance animal inhabiting or habituating their property pursuant to the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c.41;
- (3) the leaving of food as bait by a licensed trapper, an employee of a licensed wildlife or pest control agency, or an Officer in the performance of their work; and
- (4) the leaving of food for a colony of stray or feral cats for the purpose of trapping and turning over to the Pound Keeper.

7.8 Prohibited Animals

7.8.1 No person shall keep, either on a temporary or permanent basis, any prohibited animal in the City as described in Schedule “B”.

7.8.2 Any prohibited animal found in the City may be seized and impounded by an Officer or Police.

7.8.3 This section does not apply to prohibit the keeping of a prohibited animal in the following places or circumstances:

- (1) An animal display operated by, or on behalf of the Corporation of the City of Sault Ste. Marie, on City-owned property;
- (2) On the premises of the Society;
- (3) In a veterinary hospital under the care of a licenced veterinarian;
- (4) On the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, c. 22.; and
- (5) Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada.
- (6) On the premises of any television studio where such animals are being kept temporarily for the purpose of a television production.

7.9 Protective Care

7.9.1 Animals may be received by an Officer at the request of Police or Fire Services for the purpose of protective care pursuant to an incarceration, fire, medical emergency or for any other situation that the Pound Keeper deems appropriate.

7.9.2 Animals received into protective care shall only be kept on a temporary basis for up to a maximum of three (3) days.

7.9.3 If an animal is in protective care at the end of the three (3) day period and the animal has not been redeemed by the Owner, the Pound Keeper shall deem the animal to be running At Large and will be impounded pursuant to the articles contained in Section 6.2 of this By-Law.

8. KENNELS

8.1 Regulations

8.1.1 All Kennels shall be registered, and the owner shall pay the registration fee and administrative fee(s) as set out in Schedule “A” and provide to the Pound Keeper the following:

- (1) The name, age, gender, breed, colour and sterilization status of all animals kept in the Kennel, if applicable; and
- (2) The Canadian Kennel Club registration number; and
- (3) Written confirmation from the City’s Building Division in writing that the Kennel complies with the City Zoning By-law 2005-150; and
- (4) Any other information deemed necessary by the Pound Keeper for its records.

8.1.2 All Kennel licensees shall abide by the provisions set out in this By-law, including:

- (1) providing confirmation from the Building Division in writing that the kennel complies with the City zoning by-law;
- (2) an inspection of the premises by the Society within the previous twelve (12) months. Such inspection must approve the premise as to the conditions of operation and quality of care for the dogs;
- (3) be a member in good standing of the Canadian Kennel Club and a local club sanctioned by same; and
- (4) meet the Kennel Operations Standards set out in Scheduled “C” to this By-law.

8.1.3 Where an Owner or Operator of a Kennel constructs or establishes a kennel after the 30th day of June of any year, the Owner or Operator shall pay one-half of the applicable annual registration fee as set out in Schedule “A”.

8.1.4 No Owner or Operator of a Kennel shall permit more than ten (10) animals, excluding offspring under ten (10) weeks of age, to be kept at the Breeding Kennel.

8.1.5 Notwithstanding Article 8.1.4 of this By-law, a person who lawfully owns or operates a Kennel with more than ten (10) animals on the date of the passing of this By-law shall immediately notify the Pound Keeper and shall be permitted to continue to own or operate the Kennel.

8.1.6 Any Kennel registration may be refused, suspended, or revoked for non-compliance by an Officer if, at the Officer’s discretion, the Kennel does not comply with the provisions of this By-law.

9. ADMINISTRATION AND ENFORCEMENT

9.1 Application and Enforcement

9.1.1 This by-law shall apply to any and all property within the geographical limits of the City of Sault Ste. Marie.

9.1.2 An Officer may issue a written order or direction requiring that a person comply with the provisions of this By-Law.

9.1.3 An Officer may enter upon any land or structures at any reasonable time for the purposes of carrying out an inspection for purposes of determining whether or not:

- (1) the provisions of this By-Law are being complied with; or
- (2) an order under this By-Law is being or has been complied with.

9.1.4 Every Owner shall permit an Officer, upon production of identification, to enter the land or structure for the purpose of the inspection pursuant to article 9.1.3.

9.1.5 No person shall refuse to produce any documents or things required by an Officer in the exercise of a power or performance of a duty under this By-Law, and every person shall assist any entry, inspection, examination, or inquiry by an Officer.

9.1.6 No person shall knowingly furnish false information to an Officer.

9.2 Fees

9.2.1 The Pound Keeper shall be entitled to recover from the Owner of an impounded animal the cost of inoculating, veterinary care, and any other care provided while the animal was impounded, and pound and redemption fees, if applicable, prior to returning the animal.

9.2.2 Where an animal is not redeemed by the Owner and the Owner is known, they shall be held liable for all fees and expenses incurred as a result of the animal's seizure and impoundment.

9.2.3 Any fee required by or described in this By-law shall be as set out in Schedule "A" to this By-Law with the exception of those fees determined by the Board, as amended from time to time.

9.3 Offences and Penalties

9.3.1 Every person who contravenes a provision of this By-Law is guilty of an offence and is liable upon conviction to a penalty in accordance with the provisions of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

9.4 Validity

9.4.1 Should a court of competent jurisdiction declare a part or whole of any provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law, and it is the intention of Council that the remainder survive and be applied and enforce in accordance with its terms to the extent possible under the law so as to provide a minimum standard for the care and control of animals.

9.4.2 Where a provision of this By-law conflicts with the provision of another By-law, Act, or Regulation in force within the City of Sault Ste. Marie, the provisions that establishes the higher standards for the care and control of animals and the protection of the health and safety of persons shall prevail.

9.5 By-Laws Repealed

9.5.1 By-Laws 81-180, 87-125, 98-211, 2000-49, 2003-203, and 2012-213 of the Corporation of the City of Sault Ste. Marie and any amendments made thereto are hereby repealed.

9.6 Enactment

9.6.1 This By-law shall come into force and effect on the day that it is passed.

PASSED in open Council this 20th day of February, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

The Corporation of the City of Sault Ste. Marie

Schedule “A” Schedule of Fees

1. DOG REGISTRATION FEES

Classification	Annual Fee
Unsterilized Dog	\$50.00
Sterilized Dog	\$20.00
Sterilized Dog with Microchip	\$10.00
Dangerous Dog	\$100.00
Late Registration Surcharge (after March 31 st)	\$10.00
Replacement Identification Tag	\$5.00

2. KENNEL REGISTRATION FEES

Classification	Annual Fee
Kennel Registration	\$150.00
Late Registration Surcharge (after March 31 st)	\$50.00

3. CAT BREEDING PERMIT FEES

Classification	Annual Fee
Cat Breeding Permit	\$50.00

4. REDEMPTION, SERVICE AND POUND FEES

Redemption and pound fees and any other costs associated with the enforcement of this By-law shall be set by the Board.

The Corporation of the City of Sault Ste. Marie

Schedule “B” Prohibited Animals

The following animals are prohibited:

All Marsupials (such as Kangaroos and Opossums)

All Non-human Primates (such as Gorillas and Monkeys)

All Felids, except the domestic cat

All Canids, except the domestic dog

All Viverrids (such as Mongooses, Civets and Genets)

All Mustelids (such as Skunks, Weasels, Otters, Badgers) except the domestic Ferret

All Ursids (Bears)

All Artiodactylus Ungulates, except domestic goats, sheep, pigs and cattle

All Procyonids (such as Raccoons, Coatis and Cacomistles)

All Hyenas

All Perissodaetylus Ungulates, except the domestic horse and ass

All Elephants

All Pinnipets (such as Seals, Fur Seals and Walruses)

All Snakes of the Families Pythonidae and Boidae

All Venomous Reptiles

All Ratite Birds (such as Ostriches, Rheas and Cassowaries)

All diurnal and nocturnal Raptors (such as Eagles, Hawks and Owls)

All Edentates (such as Anteaters, Sloths, Armadillos)

All Bats

All Crocodilians (such as Alligators and Crocodiles)

All Venomous Arachnids (such as Scorpions and Tarantulas)

The Corporation of the City of Sault Ste. Marie

Schedule “C” Standards for All Kennels

All kennels operating within the City shall maintain all animals in a clean, secure, and humane manner and every Owner and operator of a kennel shall ensure that the kennel complies with the following standards:

- (1) All animals shall be provided with food and water and treated in a humane manner.
- (2) The kennel shall be constructed and maintained in accordance with the *Building Code Act*, 1992, S.O. 1992, c. 23 and in such a manner that:
 - a. Floors and other surfaces may be readily sanitized;
 - b. Doors, windows, pipes, drains and other openings have no space or spaces capable of harbouring or permitting the entrance of vermin;
 - c. Exposure to direct sunlight is limited and shall not cause distress to any animal; and
 - d. All kennels shall be kept in a good state of repair.
- (3) Where there are floor drains:
 - a. A floor drain and any trench installed in connection therewith that is used for waste disposal shall be flushed at such intervals as may be necessary to prevent any accumulation of waste that might impair the health or welfare of any animal in the room;
 - b. The floor shall be so constructed and maintained in order that surface liquids thereon will drain into the drain; and
 - c. The operator of the kennel shall cause the drains to be examined as often as is necessary to ensure that they are functioning properly, have an adequate water seal and are not harbouring vermin.
- (4) Alleyways and service aisles between cages or pens shall be of sufficient width to permit the safe and efficient movement of Individuals and equipment and shall not be used for storage or accumulation of materials or equipment of any kind.
- (5) Every room in a kennel shall be maintained in a clean condition.
- (6) The operator of every kennel shall take all reasonable steps to prevent the spread of and to destroy vermin and invertebrates that may be harmful to the health, comfort or welfare of any animal in the kennel.

- (7) Every room that is used for the housing of animals within a kennel shall be equipped with a lighting system that is so designed, constructed and maintained in order that:
- It distributes light as evenly and with as little glare as possible; and
 - It provides adequate light for the proper observation of every animal in the room.
- (8) Every room that is used for the housing of animals within a kennel shall be adequately lighted for a continuous period of at least eight (8) hours in every twenty-four (24) hour period.
- (9) Every room that is used for the housing of animals within a kennel shall at all times be adequately ventilated for the health, welfare and comfort of every animal therein.
- (10) Every room that is used for the housing of animals within a kennel shall at all times be adequately maintained at a temperature suitable for the health, welfare and comfort of every animal therein.
- (11) The operator of a kennel shall ensure that there are, in every day, on the premises on which the kennel is located, an adequate number of individuals competent in the care of animals to properly care for every animal in the kennel.
- (12) Every cage or pen used in a kennel for the housing of animals shall be so constructed and maintained that:
- Every animal in the cage or pen may comfortably:
 - Extend its legs to their full extent,
 - Stand,
 - Sit,
 - Turn around, and
 - Lie down in a fully extended position;
 - Is not likely to harm any animal therein;
 - Any animal therein cannot readily escape;
 - It minimizes as nearly as practicable the transfer of pathogenic agents; and
 - It may be readily sanitized.
- (13) Where a group of animals in a kennel is housed in a communal cage, pen or animal run, no individual animal shall be placed in the cage, pen or animal run with the group of animals where the placing of the individual animal would result in harm to any of the animals and, where the behaviour of the animals in the cage, pen or animal run is such that harm is likely to result. Any animal whose removal will prevent the harm from occurring shall be removed immediately.

- (14) All pens or cages in every kennel shall be maintained such that:
- a. Bedding material in every cage or pen shall be changed as often as is necessary to keep it dry, clean and free of noxious fumes;
 - b. Every animal that is housed in a cage or pen shall be removed from its cage or pen and changed to a freshly sanitized cage or pen as often as is necessary for its health and comfort;
 - c. No animal shall be placed in a cage or pen that is vacant unless the cage or pen and equipment used in connection therewith have first been sanitized;
 - d. Where a cage is cleaned or sanitized, the cage rack or portion thereof used in connection with the cage shall be cleaned or sanitized at the same time;
 - e. Every animal shall be protected against liquid spray while a cage or pen is being cleaned;
 - f. Every device used to supply drinking water to an animal shall be maintained in a sanitary condition and shall be so constructed and maintained as to ensure:
 - i. That the animal is receiving potable water; and
 - ii. The device is functioning properly;
 - g. Every container for food or water shall be maintained in a sanitary condition.
- (15) The operator of every kennel shall take or cause to be taken all steps practicable to treat and prevent the spread of any disease found in or on any animal and to prevent distress to the animal.
- (16) Every pen used for the housing of animals in any kennel shall be so constructed and maintained as to provide a clean, dry and safe surface adequate to permit the animals to lie down in comfort at all times.
- (17) An outdoor animal run in a kennel may be used to provide animals in the kennel with exercise subject to the following conditions:
- a. No animal shall be removed from indoor housing and placed in the outdoor animal run or removed from the outdoor animal run and placed in the indoor housing where to do so would result in the change in environment likely to cause harm to the animal;
 - b. The surface on which the animal run is established shall be so maintained as to rapidly drain all excess surface water;
 - c. The animal run shall be so fenced as to prevent any animal from escaping;
 - d. The animal run shall be kept in a clean condition free from any materials or equipment likely to cause harm to an animal;
 - e. Every animal in the animal run shall have access to individual shelters that are:
 - i. Readily accessible to the animal;
 - ii. Large enough to comfortably accommodate the animal;

- iii. Constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation and wind; and,
 - iv. Dry and well drained.
- (18) All surfaces of yards and runways shall be covered in concrete or other nonporous materials or any other equivalent material.
- (19) Subject to the *Dead Animal Disposal Act*, R.S.O. 1990, c. D.3 (the “*DADA*”), as amended, in any kennel, the carcass of an animal shall be:
- a. removed immediately from the cage or pen; and
 - b. except for the whole or a part of the carcass that is retained in a sanitary manner for research, disposed of immediately.
- (20) Where the carcass of an animal is disposed of and the dead animal is not a “dead animal” as defined in the *DADA*, as amended, the carcass shall be disposed of by:
- a. Burying it with a covering of at least two (2) feet of earth;
 - b. Incineration; or
 - c. Delivery to a rendering plant that is:
 - i. Licensed under the *DADA*; or
 - ii. Approved under the Meat Inspection Act (Canada) in a vehicle constructed and equipped in accordance with the *DADA*.
- (21) A whelping facility or area shall be separate from any individual or group kennel enclosures housing other kennel animals, thereby providing the whelping animal with privacy.
- (22) Wire floors shall not be permitted in any kennel housing animals. If wire floors must be used, a solid floored sleeping area must be provided and every animal or pup must be given an opportunity to exercise on a larger solid floored area at least three (3) times daily.

The Corporation of the City of Sault Ste. Marie

Schedule “D” Part 1 Provincial Offences and Set Fines

	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1	Failing to provide an Animal with adequate/appropriate care.	3.1.1(2)	\$250.00
2	Failing to provide an Animal with adequate/appropriate food.	3.1.1(2)	\$250.00
3	Failing to provide an Animal with adequate/appropriate water	3.1.1(2)	\$250.00
4	Failing to provide an Animal with adequate/appropriate shelter	3.1.1 (2)	\$250.00
5	Failing to provide an Animal with veterinary medical care	3.1.1(2)	\$400.00
6	Failing to provide an Animal opportunity for sufficient physical activity	3.1.1(3)	\$250.00
7	Failing to provide an Animal with shelter elevated above the earth	3.1.2(1)	\$100.00
8	Failing to provide an Animal with shelter facing away from the prevailing wind	3.1.2(1)	\$100.00
9	Failing to provide an Animal with separate area for defecation and urination	3.1.2(2)	\$100.00
10	Failing to provide an Animal with sufficient shade	3.1.2(3)	\$200.00
11	Failing to provide an Animal with an area dry and free from standing water	3.1.2(4)	\$150.00
12	Improper Tethering of an Animal - tether less than four (4) metres	3.2.1(1)	\$150.00
13	Improper Tethering of an Animal - failing to give Animal unrestricted/unobstructed movement within range of tether	3.2.1(2)	\$150.00

14	Improper Tethering of an Animal - no access to food and/or water and/or shelter and/or shade	3.2.1(3)	\$250.00
15	Improper Tethering of an Animal - Tether causing pain or distress	3.2.2	\$150.00
16	Improper Tethering of a cat – left outside unsupervised	3.2.3	\$150.00
17	Keeping an Animal in unsanitary conditions	3.3.1	\$250.00
18	Failing to register a dog	4.1.1(1)	\$100.00
19	Failing to renew a dog registration	4.1.1(3)	\$100.00
20	Failing to display a dog identification tag on collar affixed to dog	4.2.1	\$50.00
21	Failing to obtain a replacement dog identification tag	4.2.1	\$50.00
22	Removed identification from dog	4.2.4	\$100.00
23	Permitting a dog to bite and/or attack and/or chase a person	4.3.1	\$250.00
24	Permitting a dog to bite and/or attack and/or chase a domestic animal	4.3.1	\$250.00
25	Permitting a dog to damage public and/or private property	4.3.1	\$250.00
26	Failing to comply with a Dangerous Dog notice	4.4.1	\$400.00
27	Failing to muzzle a dangerous dog on Owner`s premises	4.4.2(1)	\$300.00
28	Failing to securely tether a dangerous dog	4.4.2(2)	\$400.00
29	Failing to securely confine a dangerous dog with an appropriate fence or enclosure	4.4.2(3)	\$400.00
30	Failing to display Dangerous Dog warning sign	4.4.2(4)	\$200.00
31	Using a leash of more than two (2) metres on a dangerous dog	4.4.3(1)	\$400.00
32	Failing to muzzle a dangerous dog	4.4.3(2)	\$400.00
33	Failing to notify Pound Keeper of change in dog's address and/or Ownership	4.4.4(1)	\$300.00
34	Failing to notify Pound Keeper of dangerous dog running At Large and/or attacking a person and/or biting	4.4.4(2)	\$400.00

a person

35	Failing to notify Pound Keeper of dangerous dog attacking an animal and/or biting an animal	4.4.4(2)	\$400.00
36	Permitting a dog to persistently bark and/or howl	4.6.1(1)	\$150.00
37	Permitting a dog to scatter garbage and/or interfere with waste collection services	4.6.1(2)	\$150.00
38	Permitting a dog to persistently bark at or chase persons, and/or vehicles, and/or domestic animals and/or livestock and/or poultry	4.6.1(3)	\$150.00
39	Permitting an aggressive and/or dog under Dangerous Dog notice in Strathclair Dog Park	4.7.3	\$250.00
40	Failing to provide a cat with proper identification	5.1.1	\$100.00
41	Permitting a cat to be a public nuisance	5.2.1	\$150.00
42	Owning an unspayed or unneutered cat over the age of six or seven months, respectively	5.3.1	\$150.00
43	Permitting a dog or cat to run At Large	6.1.1	\$150.00
44	Failing to properly control a dog on a leash	6.1.4	\$100.00
45	Failing to turn over a found cat or dog to the pound	6.2.2	\$200.00
46	Failing to turn over a found cat or dog to the Owner	6.2.2	\$200.00
47	Failing to confine a dog or cat that is in heat	6.3.1	\$150.00
48	Failing to immediately remove cat or dog feces	6.4.1	\$100.00
49	Failing to dispose of cat or dog feces in a proper waste receptacle	6.4.1	\$100.00
50	Keeping an animal in enclosed space or car without adequate ventilation	7.2.1	\$300.00
51	Improper transportation of Animal - causing and/or permit illness and /or pain and/or injury and/or suffering or undue or unnecessary distress and/or hardship and/or privation and/or neglect to an Animal while in vehicle or trailer.	7.2.2	\$250.00
52	Failing to notify the Pound Keeper of injuring an animal while operating a motor vehicle	7.3.1	\$250.00

53	Failing to turn over an injured animal to the Owner	7.3.2(1)	\$300.00
54	Failing to turn over an injured animal to an Officer or the Pound Keeper	7.3.2(2)	\$300.00
55	Annoying an animal and/or assaulting an animal and/or battering an animal and/or tormenting an animal or wilfully and recklessly kill and/or causing injury to and/or causing pain to and /or cause suffering to an animal	7.4.1	\$500.00
56	Trapping an animal when the animal is not causing a nuisance and/or damaging property	7.5.1	\$150.00
57	Keeping livestock in area not zoned to permit the keeping of livestock	7.6.1	\$250.00
58	Permitting livestock to run At Large	7.6.2	\$300.00
59	Failing to turn over found livestock to its Owner	7.6.4	\$200.00
60	Failing to turn over found livestock to an Officer or the Pound	7.6.4	\$200.00
61	Did remove a wild animal from public lands in the City where unauthorized to do so	7.7.1	\$150.00
62	Did keep and/or cause to be kept a wild animal	7.7.2	\$150.00
63	Did feed a wild animal and/or leave food or attractant out of doors	7.7.3	\$200.00
64	Keeping a prohibited animal	7.8.1	\$300.00
65	Failing to pay Kennel registration fee	8.1.1	\$200.00
66	Failing to construct and/or establish and/or maintain and/or operate a Kennel in compliance with the By-Law	8.1.2	\$250.00
67	Failing to comply with Kennel Operations Standards	8.1.2(4)	\$200.00
68	Breeding Kennel keeping more than ten (10) dogs	8.1.4	\$250.00
69	Failing to permit an Officer to inspect premises	9.1.4	\$250.00
70	Obstructing an Officer in the execution of his/her duties	9.1.5	\$300.00
71	Furnish false information to an Officer	9.1.6	\$300.00

The Corporation of the City of Sault Ste. Marie

Schedule “E” Off-Leash Areas

The following properties are “Off-Leash Areas” for the purposes of this By-law:

- (1) Strathclair Dog Park

The Corporation of the City of Sault Ste. Marie

Schedule “F” Circus Prohibited

The purpose of Schedule “F” is to prohibit Circuses with Animals from operating within the City of Sault Ste. Marie.

1. DEFINITIONS

For the purposes of Schedule “F” of this by-law,

“Animal” means any member of the animal kingdom, other than a human;

“Circus” means a traveling company which includes any combination of acrobats, Animals, clowns, entertainers, that give performances in a series of different places for the amusement or entertainment of an audience;

2. PROHIBITION

No person within the City of Sault Ste. Marie shall operate or carry on a Circus in which an Animal is required to perform for the amusement or entertainment of an audience.

3. EXCEPTIONS

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

- a. An Equestrian Show
- b. A Dog Show
- c. A Domestic Cat Show
- d. An Aquarium Display
- e. Horseracing
- f. Sled Dog Racing
- g. A Pet Store or Pet Shop
- h. A municipally registered Kennel
- i. A breeding facility, which holds a valid municipal Breeding Permit
- j. A veterinary hospital under the care of a licensed veterinarian
- k. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
- l. Animals kept on the premises of any television studio where such animals are being kept temporarily for the purpose of a television production;

The Corporation of the City of Sault Ste. Marie

Schedule “G” Zoos Prohibited

The purpose of Schedule “G” is to prohibit Zoos from operating within the City of Sault Ste. Marie.

1. DEFINITIONS

For the purposes of Schedule “G” of this by-law,

“Animal” means any member of the animal kingdom, other than a human;

“Zoo” means an establishment that maintains a permanent collection of live animals kept in cages or large enclosures for any purpose, including but not limited to display to the public.

2. PROHIBITION

No person within the City of Sault Ste. Marie shall operate or carry on a Zoo.

3. EXCEPTIONS

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

- a. Animals kept on the premises of the Society;
- b. Animals kept in a Pet Store or Pet Shop;
- c. Livestock kept in an area of the City zoned for agricultural purposes;
- d. An Aquarium or Insect Display;
- e. A municipally registered Kennel;
- f. A breeding facility, which holds a valid municipal Breeding Permit
- g. A veterinary hospital under the care of a licensed veterinarian
- h. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
- i. Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada.

4. COMPLIANCE DATE

A person who owns or operates a Zoo on the date of the passing of this By-law shall have six (6) months from the date this By-law takes effect to come into compliance pursuant to Article 2 of this Schedule.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-31

AGREEMENT: (AG73) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Model Aircraft Radio Control Club for the use of a portion of Leigh's Bay Road for a model aircraft radio controlled flying site.

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 February 20, 2018 between the City and Sault Ste. Marie Model Aircraft Radio Control Club, a copy of which is attached as Schedule "A" hereto. This Agreement is for the use of a portion of Leigh's Bay Road for a model aircraft radio controlled flying site.

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 20th day of February, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2018\\2018-31 - SSM Model Aircraft Agreement.docx

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 20th day of February, 2018.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

SAULT STE. MARIE MODEL AIRCRAFT RADIO CONTROL CLUB

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City (the "City Property") as shown and identified as "Subject Area" on Schedule "A" attached to this Licence to Occupy City Property (the "Licence") to be used as a model aircraft radio controlled flying site.

This Licence is subject to the conditions set out in Schedule "B" attached hereto, which to the extent each condition is or becomes applicable, the Licensee covenants to observe for the period of ten (10) years commencing on February 20, 2018 and terminating on February 20, 2028.

The rent payable by the Licensee shall be the sum of Four Hundred (\$400.00) Dollars per year for each year of the Agreement.

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

SAULT STE. MARIE MODEL AIRCRAFT
RADIO CONTROL CLUB

PRESIDENT - CRAIG KNIGHT

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

MAYOR – CHRISTIAN PROVENZANO

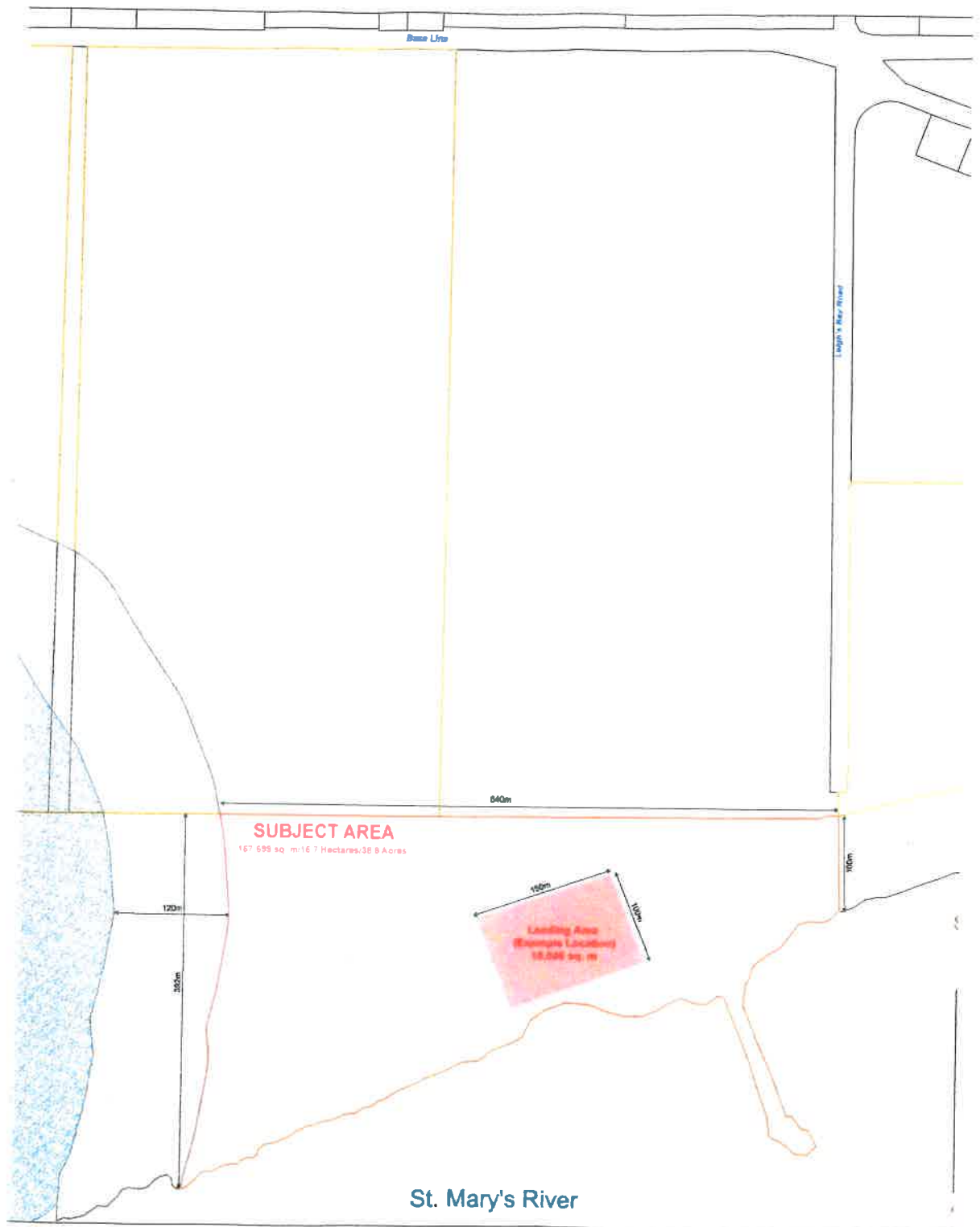
CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

SCHEDULE "A" TO LICENCE TO OCCUPY CITY PROPERTY

City Property

The City grants the Licencee the right to occupy that portion of the City Property in the location as indicated on the following map, and subject to the conditions outlined in Schedule "B":



**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 utilize the City Property for a period of ten (10) years commencing on February 20, 2018 and terminating February 20, 2028 (the "Term") as a model aircraft radio controlled flying site.
2. The City or the Licencee may cancel this Licence on giving six (6) months' written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified:

CITY

City Solicitor
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

LICENCEE

Sault Ste. Marie Model Aircraft Radio Control Club
36 Arden Street
Sault Ste. Marie, Ontario
P6C 5K3

3. The City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.
4. The City shall not be responsible for any matters relating to the use of the City Property. The Licencee shall be responsible for all costs, expenses and liabilities relating to the use of the City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses of any nature or kind incurred by the City that may result from the use of the City Property and any other matters arising directly or indirectly from this Agreement.
5. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the use of the City Property during the Term, 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.
6. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the use of the City Property during the Term.
7. The Licencee shall indemnify and save harmless the City from all costs, liabilities 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 use of the City

Property, the intent being that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into.

8. 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 the removal of any property belonging to the Licencee is required, the Licencee shall in no way restrict such access and/or removal of any of the Licencee's property, and the City and/or emergency personnel shall in no way be responsible for restoring the City Property to its condition prior to such access and/or removal by the City and/or emergency personnel.
9. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City.
10. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out.
11. In the event that this Licence is terminated in accordance with paragraph 2, the provisions of paragraphs 3-10 inclusive of this Licence shall survive the termination of this Licence. Upon the termination of this Licence, the Licencee shall forthwith vacate the City Property and remove any property belonging to the Licencee from the City Property at the Licencee's sole liability and expense. In the event that such property is not removed from the City Property to the satisfaction of the City within thirty (30) days of the termination of this Licence, the City may do such work to remove such property as it deems necessary at the expense and risk of the Licencee.
12. 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.
13. Any predecessor to this Licence, specifically the Licence to Occupy City Property Agreement dated March 1, 2008, is hereby void and replaced in its entirety by this Licence.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-32

PROPERTY SALE: (PR1.95) A by-law to authorize the sale of surplus property being civic 22 MacDonald Avenue, legally described in PIN 31547-0002 (LT) to 2605046 Ontario Inc, In Trust (Joe Ruscio).

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 2605046 Ontario Inc, in Trust (Joe Ruscio) 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 20th day of February, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2018\\2018-32 - Sale of 22 MacDonald to Ruscio.docx

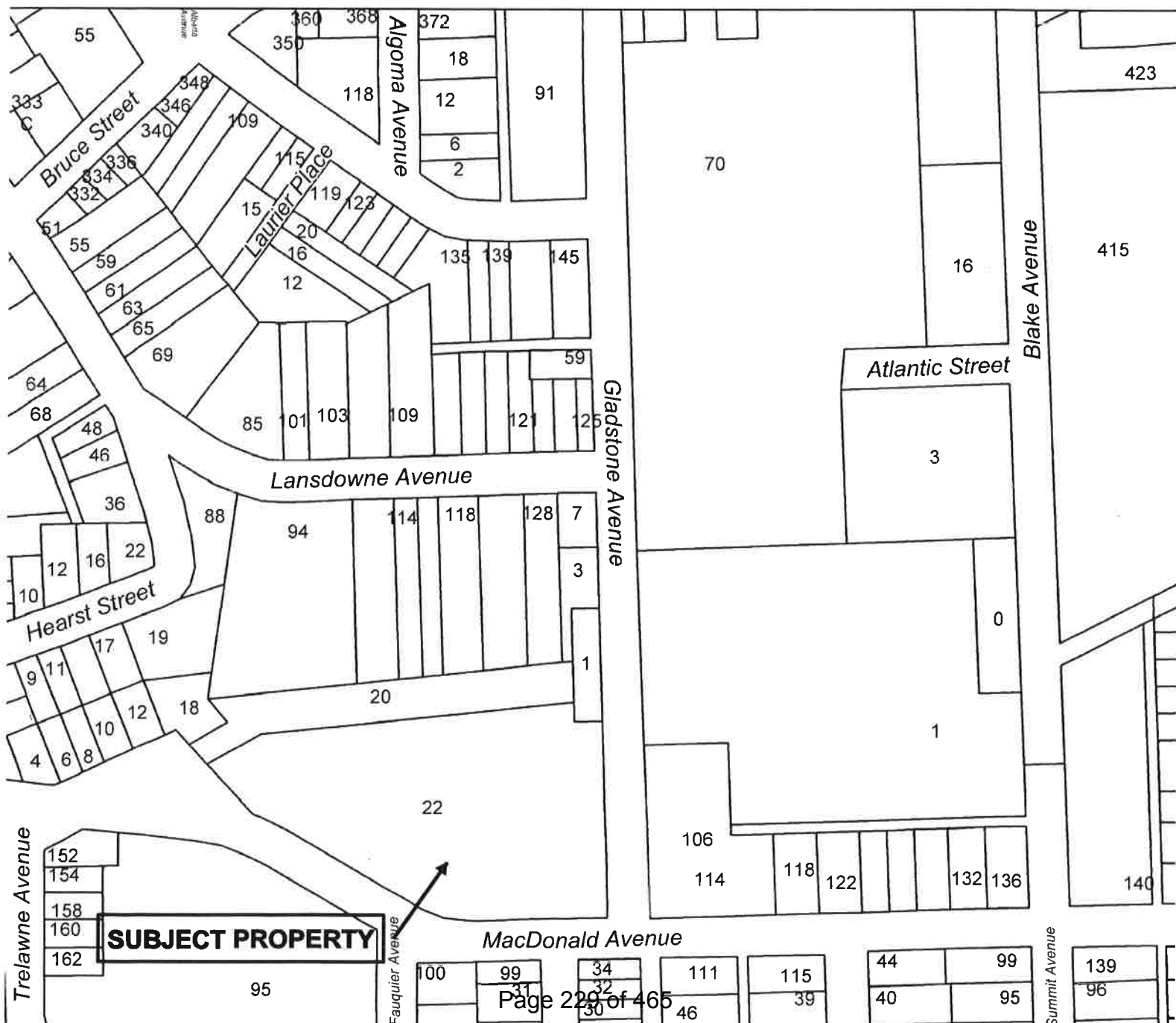
SCHEDULE "A" TO BY-LAW 2018-32

PURCHASER: 2605046 Ontario Inc, in Trust

ADDRESS: 22 MacDonald Avenue

LEGAL DESCRIPTION: WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553; LT 1-7 BLK 21 PL 285 ST. MARY'S EXCEPT PT 2 1R10022; PT LT 8 BLK 21 PL 285 ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 285 ST. MARY'S PT LT 12 PL 9298 ST. MARY'S PT 1 1R10022; SAULT STE. MARIE

CONSIDERATION: One Hundred Seventy-Five Thousand (\$175,000.00) Dollars



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-33

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Economic Development Corporation for funding.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 20, 2018 between the City and The Sault Ste. Marie Economic Development Corporation, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of February , 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

Funding Agreement & Memorandum of Understanding

Between:

The Corporation of the City of Sault Ste. Marie (hereinafter 'the City')

and

The Sault Ste. Marie Economic Development Corporation (hereinafter 'the EDC')

WHEREAS the City and the EDC entered into a Memorandum of Understanding ('MOU') dated August 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City and SSMIC entered into a Memorandum of Understanding ('MOU') dated September 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City has undergone a review of its economic development activities in order to ensure that the City is making its best effort to develop its economy and using the limited resources available to it as effectively as possible by avoiding program duplication and minimizing administrative costs;

WHEREAS the City worked in consultation with the EDC and SSMIC throughout its review to ensure that all three parties will work together to optimize economic development and economic diversification;

NOWHEREFORE the parties agree as follows:

Term

1. This funding agreement and memorandum of understanding (hereinafter 'agreement') is for a term of five (5) years beginning on January 1st, 2018 and ending on December 31st, 2022. This agreement will be automatically renewed for a further five (5) year period unless the City gives notice on or before June 1st, 2022, that it will not renew the agreement.

Roles & Responsibilities

2. The EDC's role and responsibilities as further particularized and outlined on Schedule 'A' includes small business/enterprise services, business retention and expansion, business investment and attraction and tourism attraction and product development. In discharging its responsibilities, the EDC will direct and refer any business or company it interfaces with that is in the information and communication technology sector to SSMIC.
3. SSMIC's role and responsibilities as further particularized and outlined on Schedule 'B' includes supporting, assisting and promoting technology and

innovation, entrepreneurship, business incubation and the community geomatics centre.

4. The City's role and responsibility as further particularized and outlined on Schedule 'C' includes the management of the economic & community development fund, arts and culture development, community identity (branding and promotion) and labour force development. The City shall collaborate with the EDC in other areas of strategic interest, including, but not limited to, the following:
 - a. community promotion campaign;
 - b. arts and culture development; and
 - c. the development of their strategic plan.
5. The City will provide funding or in – kind support in accord with its commitments as specifically prescribed on Schedule 'C'.
6. The SSMEDC shall not be a source of funding or other support for projects that do not have the potential to generate Economic Development.
7. The SSMEDC may also request from the City and/or Council additional funds to carry out specific programs, projects, or activities on behalf of the City and/or Council. The City and/or Council may also ask the SSMEDC to undertake specific programs, projects, or activities on behalf of the City and/or Council. The SSMEDC and the City and/or Council shall agree to the funds to be required for the SSMEDC to pursue the additional service. These funds shall not be considered part of the base funding for the purpose of calculating the minimum budget increase for the following year.
8. The SSMEDC shall be responsible to develop its own annual budget that meets the conditions, deliverables, and accountability of this MOU.

Governance

9. The EDC Board of Directors (hereinafter 'Board') will have no more than nine (9) voting members and two (2) non – voting ex-officio members. Of the nine (9) voting members, four (4) shall be appointed by the City which appointments will include the Deputy CAO Community Development and Enterprise and three (3) nominated by City Council. City Council will make its best efforts to appoint directors recommended by the EDC Board of Directors that have business

acumen and expertise or that have skills and experience consistent with any skill based matrix being employed or used by the EDC Board. The two (2) non – voting ex-officio members shall be the Mayor and a City Councillor as nominated by City Council. These changes will be confirmed by the EDC's Board of Directors at a future Board meeting or Annual General Meeting to take place by June 30th, 2018.

10. The EDC agrees to implement and abide by best governance practices which shall specifically include an amendment of the EDC's bylaws in order that the Board of Directors have terms and term limits.

Reporting

11. The EDC will create a (5) five – year strategic plan for its organization which will be presented to City Council for its endorsement. The first such plan will be provided November of 2019.
12. Based on the strategic plan, the EDC will develop an annual business plan and budget submission which shall address and include the performance metrics outlined on Schedule 'D' attached hereto and/or as modified by mutual consent throughout the term of the agreement. The business plan and budget will be submitted to the City by November 15th of each calendar year for the following calendar year. The first such plan will be provided November of 2018.
13. The EDC will submit an annual report and financial statements within 120 days of the calendar year end. The annual report will include an analysis based upon the business plan and the metrics outlined therein.
14. Notwithstanding the foregoing, the EDC will not be permitted to undertake either a capital spend or an equity investment in excess of two hundred and fifty thousand (\$250,000.00 CDN) dollars that is not provided for in any of the five (5) year strategic plan, annual business plan, project budget or budget submission without prior approval of City Council evidenced by a supporting resolution.

Dispute Resolution

15. In the event that any claim, dispute or other matter related to the scope of services provided by the EDC (herein referred to as a "dispute") shall arise between the parties during the term of the agreement, the following process shall apply:

- a) Level I – The dispute shall be referred initially by the party raising the dispute to the other party in writing. For the purposes of this level, the initial reference of the dispute shall be to the level of the CAO for the City and a delegate of the EDC. In the event that the dispute cannot be resolved within 10 business days, the dispute shall escalate to Level II;
- b) Level II – In the event that the dispute remains unresolved between the parties, it shall be submitted to City Council by the Chief Administrative Officer for the City and the full board of the EDC for determination.

Each party shall bear their own costs with respect to resolving the dispute.

Collaboration

- 16. The parties agree to continue to work with each other and SSMIC to assess their respective operations, minimize program duplication and reduce administrative costs as and wherever possible as between the three organizations. In furtherance of this goal, the parties agree to make best efforts to work jointly on business education workshops in order to maximize available funds and minimize duplication.
- 17. With specific respect to business incubation, the parties agree to evaluate the operation of two business incubators within the City to determine the optimum use of the funds invested in the two incubators, to consider the consolidation of the two incubators and, if so consolidated, to identify the party that is best to manage the incubation ecosystem going forward.

Modification or Termination

- 18. This MOU is in effect upon the signature by all parties concerned, and can be amended at any time by mutual consent or can be terminated by either party upon one year's written notice.

Miscellaneous

- 19. The Parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgements, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted and are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this agreement.

20. This agreement shall be governed by and construed in accord with the laws of the Province of Ontario.

21. If any provision in this agreement is found to be void or unenforceable, that provision shall be severed from the agreement leaving the remainder of the agreement in full force and effect.

22. This agreement represents the entire agreement between the parties and any changes to it shall be in writing duly executed by the authorized representatives of the parties.

The parties hereto agree to the foregoing this day of December, 2017.

Rob Reid, Chair, EDC

Terry Rainone, Vice – Chair, EDC

Christian Provenzano, Mayor

Malcolm White, Clerk

Schedule A – EDC ROLE

Business Development

The SSMEDC supports existing businesses and attracts external businesses and investment to create jobs and increase the municipal tax base. It promotes the city's strategic advantages to businesses around the world. In addition, the business development division focuses on small and youth business support, which, includes helping local firms access funding programs for expansion or start-up.

The SSMEDC business development goals and tactics are designed to deliver:

1. entrepreneurship services – for companies to start, grow, and/or re-locate;
2. support small business through incubation and training or education;
3. business retention and expansion / growth services – increase investment and trading opportunities;
4. investment attraction;
5. develop special projects, initiatives and economic enablers ; and,
6. identify and assist in developing strategic infrastructure that enables clustering in growth or emerging sectors.

Other key activities may include:

1. sector specific development;
2. access to capital programming;
3. industrial/commercial land development;
4. providing intelligence; and
5. strategic initiatives that support infrastructure or projects that advance employment opportunities, workforce development and/or other partnerships.

Tourism

1. Undertake product and infrastructure development
2. Increase year-round, overnight travel
3. Diversify product offerings through packages and itineraries
4. Strengthen position as a sports tournament and convention destination

5. Leverage city's location to build outdoor opportunities
6. Focus on festivals and events
7. Developing new markets, including international

***Note:** For the Business Development activities outlined above, it is noted that the Sault Ste. Marie Innovation Centre provides these services for companies in the information and communication technology sector.

Schedule B – SSMIC ROLE

- **Technology & Innovation**
 1. Business advisory services including such items as market intelligence, financing strategies and intellectual property guidance
 2. Programs to assist all firms with technology and innovation development
 3. Support the growth of local technology companies and departments
 4. Sector development projects (e.g., RAIN, ICT, Lottery and Gaming, Energy)
 5. Support the improvement of broadband infrastructure in the region
- **Entrepreneur Support & Business Incubation**
 1. Operate science and technology (S&T) business incubator
 2. Knowledge transfer and networking events
 3. Youth outreach
 4. Explore and develop makerspace facility (if feasible)
- **Acorn Information Solutions**
 1. Promote and establish the partnerships and technological means to efficiently share geospatial data, tools and knowledge amongst community organizations to create safer, healthier and more prosperous communities
 2. Provide clients with creative solutions, focus on new product development and expand the application of geomatics to other sectors

Schedule C – CITY Role

Community Development

- Development of strategic plan & stakeholder coordination (including Community Roundtable)
- Community promotion campaign
- Arts & culture development
- Manage Community Development Fund

Labour Force Development

- Collaborate with work-force organizations to support:
 - Newcomer attraction
 - Education and training initiatives
 - Collaboration with PSE's
 - Talent repatriation

Funding for Economic Development

- Provide funding for the EDC in the amount of (which may be adjusted upon request and with City Council approval on an annual basis):
 1. Base allocation - \$779,510
 2. Business SSM Programs and Services - \$246,000
 3. Tourism SSM - \$168,656
 4. GIS Services - \$10,000
 5. Total - \$1,204,166
- Provide in-kind support for the EDC in the form of:
 1. Provision of office space (square footage and location will be assigned by City of SSM) including heat and hydro. Notification of any changes to this office space will be provided with reasonable notice of not less than six months.
 2. Janitorial and general maintenance services for office space.
 3. Meeting room rentals including setup, coffee and water.
 4. Waste and recycling services.
 5. Provision of network I.T. infrastructure.
 6. Parking (note should City staff be required to pay for parking in the future, EDC staff will also need to follow a similar payment plan).

Schedule D

Strategic Questions	Performance Measure(s)	Target	Actual	Attribution*
<i>To be completed by EDC** and SSMIC individually</i>				
Has the organization increased employment in the City?	Employment values			
	ROI Calculation			
Has the organization increased assessment revenues in the City?	Assessment revenues			
	ROI Calculation			
Has the organization leveraged funds from other public sources?	Amount leveraged			
	ROI calculation			
Has the organization helped to support the establishment of new businesses?	Company formation numbers			
	Number of companies served by business incubator			
Has the organization helped to increase the capacity of local businesses?	Number of workshops held			
	Number of attendees			
	Number of business consultations			
	Number of outbound trade missions			
Has the organization undertaken effective investment attraction?	Number of companies targeted and reached with attraction pitch			
	Number of companies visiting SSM as a result of outreach			
	Number of sector specific conferences/tradeshows attended			
	Number of companies establishing operations in SSM			
Has the organization undertaken outreach to foster entrepreneurship amongst youth?	Number of students engaged			
	Number of classroom visits			
	Number of participants in programs			
<i>To be completed by Tourism SSM</i>				
Has the organization increased tourism to the community				
	Number of consumer packages sold			
	Number of visitor days generated from packages sold			
	Direct consumer spend from package sales			
	Number of conventions/sports events			

	hosted			
	Number of visitor days generated from conventions/sports events			
	Direct spend from delegates/participants of conventions/sports events			
	Number of bus tours			
	Number of visitor days generated from bus tours			
	Direct spend from bus tours			
	Number of cruise ships/passengers			
	Travel media hosted and value of earned media			
	New products/services/markets developed			

***Measurement attribution**

- i. For any job creation results or funding results claimed by the EDC or SSMIC, the organizations will include an attribution scale which will indicate their level of involvement in the project according to the following scale:
 1. Minimal involvement – 10% attribution
 2. Medium involvement – 50% attribution
 3. Full economic development services – 100%

For example, if a company establishes a new operation that the EDC or SSMIC has not been involved with supporting or only marginally been involved then they would assign an attribution of 10% to the jobs created (100 new jobs x 10% = 10 jobs claimed in results). In the same example, if the EDC or SSMIC provided a full suite of economic development services (site location, funding assistance, company support services, etc.), they would claim 100% attribution of the jobs (100 new jobs x 100% = 100 jobs).

******Work shall be completed by the EDC in cooperation with the City to collect appropriate data sets to complete and satisfy itemized Strategic Questions. This may require the City to make available to the EDC tax information and other information required to satisfy the Strategic Questions where permitted based on legislation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-34

AGREEMENT: (AG50) A by-law to authorize the execution of the Amending Agreement between the City and Superior Seven Advertising Limited 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 Amending Agreement dated February 20, 2018 between the City and Superior Seven Advertising Limited, a copy of which is attached as Schedule "A" hereto. This Amending 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 20th day of February, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2018\\2018-34 - Superior Seven Amending Agreement.docx

Schedule "A"

This Amending Agreement is made effective the 20th day of February, 2018 (the "Amending Agreement").

BETWEEN:

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

– and –

SUPERIOR SEVEN ADVERTISING LIMITED
(hereinafter "Licencee")

WHEREAS the City granted the Licencee the right to occupy the property of the City identified as PT LT 4 CON 2 ST. MARY'S AS IN T193171 EXCEPT T200660; SAULT STE. MARIE, PIN 31523-0291 (LT) on January 1, 2002 by a Licence to Occupy Municipal 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 8 be added to Schedule "A" of the Agreement:
 8. The Licencee agrees to maintain at all times during the currency of this licence hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.

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.

SUPERIOR SEVEN ADVERTISING LIMITED

NAME:

TITLE:

I have the authority to bind the corporation.

\\citydata\LegalDept\Legal\Staff\AGREEMENTS\AG50 - Superior Seven Advertising Limited\Amending Agreement Feb 2018.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-36

AGREEMENT: (P1) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program.

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 Chief Administrative Officer 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 February 20, 2018 between the City and Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Ontario Municipal Commuter Cycling Program funding.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of February, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of
Ontario

(the “**Province**”)

- and -

The Corporation of the City of Sault Ste. Marie

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to

the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Entire Agreement. The Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Recipient Information
- Schedule "C" - Eligible Projects List and Timelines
 - Sub-schedule "C.1" - Eligible Projects List
- Schedule "D" - Description of Annual Allocations
 - Sub-schedule "D.1" - Table of Annual Allocations
 - Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
- Schedule "E" - Eligible and Ineligible Costs
- Schedule "F" - Reporting and Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Certificates and Declarations
 - Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
 - Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
 - Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and

any amending agreement entered into as provided for in section 4.1 (Amendments),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

3.0 COUNTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
 - (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister of
Transportation for the Province of Ontario

Date

Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

The Corporation of the City of Sault Ste. Marie

Date

Name: **Mr. Al Horsman**

Title: **Chief Administrative Officer**

I have authority to bind the Recipient.

Date

Name: **Mr. Malcolm White**

Title: **Deputy CAO/City Clerk- Corporate Services**

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section 11.1 (Definitions).

“Agreement” means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

“Annual Allocation” means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

“Annual Declaration of OMCC Participation” means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

“Annual Eligible Projects Declaration” means an annual Eligible Projects declaration, in the form set out in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration).

“Annual Financial Reports” means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).

“Annual Funding Certificate” means an Annual Funding Certificate, in the form set out in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate).

“Annual Implementation Reports” means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

“Asset” means any real or personal property or immovable or movable asset acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with the Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Cap and Trade Program” means Ontario’s Cap and Trade Program.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for an Eligible Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Costs” means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

“Eligible Project” means a commuter cycling project that is listed on the Eligible Projects List.

“Eligible Projects List” means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and

treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“ERS” means the Ontario Enterprise Registration System.

“Event of Default” has the meaning ascribed to it in section A13.1 (Events of Default).

“Expiry Date” means March 31, 2021.

“Final Report” means the Final Report described in Article F3.0 (Final Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Generally Accepted Auditing Standards” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“GHG” means greenhouse gas.

“Government of Ontario” includes any ministry, agency or Crown corporation of the Government of Ontario.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Ineligible Costs” means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remediating).

“OMCC” means Ontario Municipal Commuter Cycling.

“OMCC Program” means the Ontario Municipal Commuter Cycling Program.

“Parties” means the Province and the Recipient.

“Partner” means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

“Partner Agreement” means a legally binding agreement between the Recipient and a Partner.

“Party” means either the Province or the Recipient.

“Projects” means, collectively, the Eligible Projects.

“Projects End Date” means, in respect of the Projects, December 30, 2020.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before December 30, 2020.

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

“Term” means the period of time described in section A3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

“Timelines” means the date set out in section C2.1 (Timelines).

“Usage Data Report” means the Usage Data Report described in Article F4.0 (Usage Data Report).

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;
- (f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and
- (g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Eligible Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting, and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT AND EXTENSION

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will, in respect of the Projects:

- (a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;
- (b) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:
 - (i) the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);
 - (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or
- (c) if, pursuant to the *Financial Administration Act* (Ontario) or the Cap and Trade Program, the Province does not receive the necessary appropriation from the Ontario Legislature or the necessary funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and change the Projects; or
 - (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

A4.3 Carry Out the Eligible Projects. The Recipient will, in respect of the Projects and each Eligible Project:

- (a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;
- (b) carry out each Eligible Project in accordance with the Agreement; and
- (c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

A4.4 Use of Funds and Carry out the Projects. The Recipient will, in respect of each Eligible Project, do all of the following:

- (a) use the Funds only for the purpose of carrying out the Eligible Project;
- (b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;
- (c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

A4.5 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 Interest. If the Recipient earns any interest on the Funds:

- (a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;
- (b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and
- (c) the Province may demand from the Recipient the payment of an amount equal to any interest:
 - (i) remaining in the possession or under the control of the Recipient by the Projects End Date; or
 - (ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.

A4.7 Rebates, Credits and Refunds. The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A4.8 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will assume full responsibility for each Eligible Project including, without limitation:

- (a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;
- (b) the entire costs of the Eligible Project including, without limitation, overruns if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and
- (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

A4.9 Disclosure of Other Financial Assistance and Adjustments. The Recipient agrees:

- (a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and
- (b) if the Recipient receives or is owed financial assistance from the Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

A4.10 Inability to Complete Eligible Projects. If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “**Issue**”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

A5.3 Contract Provisions. The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

- (a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out each Eligible Project and use the Funds without an actual, potential or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Eligible Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements as provided for in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, as set out otherwise in the Agreement or with the consent of the Province, another authorized signing officer.

A7.2 Record Maintenance and Audit.

- (a) The Recipient will, in respect of each Eligible Project, keep and maintain:
 - (i) all financial records including, without limitation, invoices relating to the Funds or otherwise the Eligible Project in a manner consistent with generally accepted accounting principles; and
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Eligible Project, including without limitation, all Contracts and Partner Agreements.

- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A7.3 Inspection and Data Collection .

- (a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, enter upon the Recipient's premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
 - (i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);
 - (ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient's premises; and
 - (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.
- (b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.
- (c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.
 - (i) Where the Province exercises this right, the Recipient's must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.
 - (ii) The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.

- (iii) The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.
 - (d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **Auditor General.** The Province's rights under this Article A7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- A7.7 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A8.0 COMMUNICATIONS REQUIREMENTS

- A8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).
- A8.2 **Publication.** The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any Eligible Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide the Province, prior to Funds being provided in each Funding Year, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1 (Recipient's Insurance); and
- (b) upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to paragraph A11.2(b); and
 - (ii) subject to paragraph A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM

A12.1 Termination Where No Appropriation or Funds under the Cap and Trade Program. If, as provided for in paragraph A4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds under the Cap and Trade Program for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program. If the Province terminates the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

A12.3 No Additional Funds. If pursuant to paragraph A12.2(c), the Province determines that the costs to wind down the Projects exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out any Eligible Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the OMCC Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remediating).

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following

actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Eligible Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used and interest earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way

that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

A13.5 When Termination Effective. Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

A15.0 FUNDS UPON PROJECTS END DATE

A15.1 Funds Upon Projects End Date. The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

A15.2 Return of Funds for Incomplete Eligible Project. The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds, included interest earned, from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Recipient Information).

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addresses. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Recipient Information), or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite paragraph A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by

fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient's Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

A29.0 ABORIGINAL CONSULTATION

A29.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations. The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A30.0 PARTNERS

A30.1 Recipient Representation re. Partner Agreements. If the Recipient has one or more Partners for any Eligible Project, the Recipient:

- (a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and
- (b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

A30.2 Copy of Partner Agreement. The Recipient agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

A30.3 Responsibilities of Recipient. Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

A30.4 Liability. Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

A30.5 Public Disclosure. The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient's Partner's name and address, and the purpose and amount of funds, if any, provided to the Partners.

A31.0 AGREEMENTS FOR USE OF LAND

A31.1 Agreements with Land Owners or Lessees. If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land owners or lessees that sets out the terms and conditions under which the land

owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A31.2 Agreements with Lessees. If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A32.0 CONDITIONS PRECEDENT

A32.1 List of Conditions Precedent. The Province's funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province's satisfaction:

- (a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:
 - (i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient's contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;
 - (ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province's opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient's legal counsel confirming such authorized representatives and any approval;
 - (iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and
 - (iv) an Annual Declaration of OMCC Participation; and
- (b) prior to any Funds being provided to the Recipient:
 - (i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and

- (ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and
- (c) prior to the Recipient using any Funds for an Eligible Project:
 - (i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;
 - (ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and
 - (iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
RECIPIENT INFORMATION

Contact information for the purposes of Notice to the Province	Position: Manager, Division Services and Program Management Office Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8 Phone: 1-844-671-7438 Fax: 416-585-7204 Email: cycling@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Mr. Stephen Turco Senior Planner Address: 99 Foster Drive, PO Box 580, Civic Centre, Level Four Sault Ste. Marie, ON P6A 5X6 Phone: (705) 759-5279 Fax: n/a Email: s.turco@cityssm.on.ca

Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)	Position: Manager, Division Services and Program Management Office Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8 Phone: 1-844-671-7438 Fax: 416-585-7204 Email: cycling@ontario.ca
Authorized Representative of the Recipient for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)	Position: Mr. Al Horsman Chief Administrative Officer Address: 99 Foster Drive, PO Box 580, Civic Centre, Level Four Sault Ste. Marie, ON P6A 5X6 Phone: (705) 759-5347 Fax: n/a Email: cao@cityssm.on.ca

Senior Financial Officer of the Recipient	Position: Mr. Jacob Bruzas Manager of Audits and Cap Address: 99 Foster Drive, PO Box 580, Civic Centre, Level Four Sault Ste. Marie, ON P6A 5X6 Phone: (705) 759-5356 Fax: n/a Email: j.bruzas@cityssm.on.ca
--	---

SCHEDULE “C”

ELIGIBLE PROJECTS LIST AND TIMELINES

C1.0 ELIGIBLE PROJECTS LIST

C1.1 Eligible Project Eligibility Requirements. To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

- (a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;
- (b) reduce GHGs;
- (c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;
- (d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;
- (e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;
- (f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and
- (g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

C1.2 Eligible Cycling Infrastructure Project Types. The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;

- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;
- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

C1.3 Projects on the Eligible Projects List. Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

C2.0 TIMELINES

C2.1 Timelines. The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

C3.0 CHANGES TO THE ELIGIBLE PROJECTS

C3.1 Changes to the Eligible Projects List. Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

- (a) in the case of the first Funding Year, by February 1, 2018; and
- (b) in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

C3.2 Amending Agreement for Changes to the Eligible Projects List. Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE “C.1”
ELIGIBLE PROJECTS LIST**

**Ontario Municipal Commuter Cycling (OMCC) Program
2017 Application
Potential Eligible Project List**

ELIGIBLE PROJECT TITLE	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED ELIGIBLE PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS
<i>Pine Street Bike Lane</i>	Objective: Provide service to residential neighbourhoods along north-south urban arterial bisecting the city, providing access to both Great Northern Road and downtown commercial/employment districts	New	May, 2018	September 31, 2018	Population within 1km* - 13,155	Better cycling networks: This route serves as the spine of a commuter cycling network in Sault Ste. Marie. It runs from both the downtown and Great Northern Road commercial clusters through the centre of the city and central neighbourhoods. This route passes several high density areas, Sault College, and St. Mary's High School.
	Scope: 3.3km of on-road cycle lanes on both sides of road; line painting; signage; minor intersection reconfiguration; detailed engineering design				Baseline count** (one hour) = 30	Safe cycling: On-road cycle lane will demarcate space for cyclists on this street making commuting via Pine Street less intimidating for cyclists.
	Trip reduction benefit: Project can alleviate trips to a variety of destinations, including the north and south commercial districts as well as to Sault College, Queen Elizabeth Public School, the John Rhodes Community Centre and the Cambrian Mall commercial complex.				AADT*** = 8,500 (2% target modal shift = 170)	More commuter cycling infrastructure: Adds 3.3km of cycling infrastructure to existing network and provides increased access to existing cycling infrastructure.
<i>North Street Bike Lane</i>	Objective: Connect west end neighbourhoods via north-south urban arterial for safe access to west downtown and Great Northern Road commercial/employment areas.	New	May, 2018	September 31, 2018	Population within 1km - 10,305	Better cycling networks: One of three north-south routes that establish a basic commuter cycling network across the city; link from west end of downtown to Great Northern Road commercial area, Superior Heights High School, and links to John Rowswell Hub Trail
	Scope: 2.9km of on-road cycle lanes on both sides of road; line painting; signage; minor intersection reconfiguration; detailed engineering design				Baseline count (one hour) = 3	Safe cycling: This road has high traffic volumes and providing dedicated lanes to cyclists will significantly increase perceptions of safety and comfort for beginner cyclists.
	Trip reduction benefit: Can eliminate vehicular traffic to elementary school and Superior Heights High School as well as downtown and Great Northern road areas.				AADT = 5,500 (2% target = 110)	More commuter cycling infrastructure: Connects west end residents to access to employment/commercial area; adds 2.9km to an area that is currently unserved by any cycling facility
<i>MacDonald Avenue Bike Lane</i>	Objective: Provide safe linkage to north-south cycle facilities (Pine Street, Lake Street) that would connect to downtown and Great Northern Road commercial areas	New	May, 2018	September 31, 2018	Population within 1km - 10,060	Better cycling networks: East-west foundational route for the city's commuter cycling network; bisects Pine Street and Lake Street potential cycling lanes

	Scope: 2.6 km of on-road cycle lanes on both sides of road; line painting; signage; minor intersection reconfigurations; detailed engineering design				Baseline count (one hour) = 6	Safe cycling: On-road cycle lane will demarcate space for cyclists on this street increasing comfort and safety of cyclists
	Trip reduction benefit: Eliminate trips to commercial areas, direct linkage to F.H. Clergue Elementary School				AADT = 5,200 (2% target = 104)	More commuter cycling infrastructure: Adds 2.6km of infrastructure to the cycling network; key linkage to north-south spokes that bring people to Great Northern Road and downtown employment/commercial areas
Queen Street East Bike Lane	Objective: Link east end neighbourhoods to the downtown employment area and provide access to the rest of the existing and future cycling network	Expansion	May, 2018	September 31, 2018	Population within 1km - 9,315	Better cycling networks: This route capitalizes on the large residential population in the City's east end and extends the existing cycle lanes that are frequently used for commuting trips.
	Scope: 2.0km of on-road cycle lanes on both sides of the road; line painting; signage; minor intersection reconfigurations; detailed engineering design;				Baseline count (one hour) = 6	Safe cycling: On-road cycle lanes will demarcate space for cyclists on this street increasing comfort and safety of users.
	Trip reduction benefit: Provide safe cycling access to significantly greater population, building on the existing cycle lane.				AADT = 4,375 (2% target = 88)	More commuter cycling infrastructure: Adds 2.0km of cycling infrastructure to the network. Existing Queen Street cycle lanes are well- used and have generated a demand for more cycling infrastructure in that area.
Willow Avenue Bike Lane	Objective: North-south Collector street; goal to provide parallel route to Great Northern Road commercial/employment area for safer cycling as well as link adjacent neighbourhoods to the existing and proposed cycling network.	New	May, 2018	September 31, 2018	Population within 1km - 7,650	Better cycling networks: Local route for providing access along the Great Northern Road corridor. Links in with existing and proposed cycling infrastructure.
	Scope: 1.4km on road cycling lanes on both sides of the road; line painting; signage; minor intersection reconfigurations; detailed engineering design.				Baseline count (one hour) = 10	Safe cycling: This route parallels the Great Northern Road commercial corridor, providing safe access to area businesses and offices on a local street.
	Trip reduction benefit: Can eliminate vehicular traffic across the Great Northern Road corridor (as parallel route); direct linkage to YMCA, McNabb Street commercial area, and Sault College, reduce congestion on Great Northern Road.				AADT*** = 5,967 (2% target modal shift = 119)	More commuter cycling infrastructure: 1.4km of cycling infrastructure added to the network.
Lake Street Bike Lane	Objective: North-south collector street - goal to link neighbourhoods to the existing Queen Street cycle lane for access to downtown employment area and provide direct route to the northern section of the John Rowsell Hub Trail that directs to the northern commercial district; also bisects the Trunk Road commercial area.	New	May, 2018	September 31, 2018	Population within 1km - 9,940	Better cycling networks: One of the three foundational north-south routes; a critical component of developing a base network.
	Scope: 2.3km of on-road cycle lanes, painted lines; signage; potential removal of on-street parking; minor infrastructure improvements at intersection.				Baseline count (one hour) = 7	Safe cycling: On-road cycle lanes will demarcate space for cyclists on this street increasing comfort and safety of users.
	Trip reduction benefit: Can eliminate vehicular trips to identified commercial areas;				AADT = 5,580 (2% target = 112)	More commuter cycling infrastructure: 2.3km of cycling infrastructure added to the network.
Korah Road Bike Lane	Objective: provide safe cycling on north-south arterial from west end neighbourhoods to the city's major industrial employment cluster.	New	May, 2018	September 31, 2018	Population within 1km - 7,600	Better cycling networks: Add cycling infrastructure in the City's west end, specifically linking the city's major industrial employment areas to residential neighbourhoods.
	Scope: 2.3km of on-road cycle lanes, painted lines; signage; potential removal of on-street parking; minor infrastructure improvements at intersection.				Baseline count (one hour) = 12	Safe cycling: On-road cycle lane will demarcate space for cyclists on this street increasing comfort and safety of users

	Trip reduction benefit: Eliminate trips to identified industrial employment area and provide important piece of bike lane network to access downtown.				AADT = 6,900 (2% target =138)	More commuter cycling infrastructure: 2.3km of cycling infrastructure added to the network.
Willoughby Street Bike Lane	Objective: East west collector; intended to provide safe access across the network to link neighbourhoods to the rest of the network and the Great Northern Road commercial/employment centre.	New	May, 2018	September 31, 2018	Population within 1km - 8,775	Better cycling networks: East-west foundational route for the city's commuter cycling network; bisects Pine Street and Willow Avenue potential cycling lanes.
	Scope: 1.6km of on-road cycle lanes; painted lines; signage; potential removal o on-street parking; minor infrastructure improvements at intersection; detailed engineering design.				Baseline count (one hour) = 2	Safe cycling: On-road cycle lanes will demarcate space for cyclists on this street increasing comfort and safety of users.
	Trip reduction benefit: Eliminate trips from central neighbourhoods to Great Northern Road corridor as well as make it easier for residents to access north-south routes.				AADT = 2,900(2% target = 58)	More commuter cycling infrastructure: 1.6km of cycling infrastructure added to the network
Goulais Avenue Bike Lane	Objective: Create an additional west end north-south linkage to the rest of the cycling network; establish a connection between the north portion of Goulais Avenue slated for a road diet and cycling infrastructure.	New	May, 2018	September 31, 2018	Population within 1km - 7,990	Better cycling networks: This cycle lane is the initial phase of a more substantive cycling infrastructure project involving a road diet on the section of Goulais Avenue north of Second Line West
	Scope: 1.4km of on-raod cycle lanes; painted lines; signage; potential removal of on-street parking; minor intersection reconfiguration; detailed engineering design.				Baseline count (one hour) = 4	Safe cycling: On-road cycle lanes will demarcate space for cyclists on this street increasing comfort and safety of users.
	Trip reduction benefit: Increase connectivitiy in the west end; eliminate trips to and from the west end commercial, institutional, and industrial areas through addressing a future network gap.				AADT = 3,750 (2% target = 75)	More commuter cycling infrastructure: 1.4km of cycling infrastructure added to the network.
Huron Street Multiuse Path	Objective: Provide a safe connection to the downtown bicycle network from west end neighbourhoods and address a gap in the John Rowswell Hub Trail creating a barrier to accessing the downtown employment/commercial area; facilitate safe crossing across Bay Street (4 lanes) and Queen Street, both arterial roads.	New	Apr-19	September 31, 2019	Population within 1km - 2,980	Better cycling networks: This project addresses a gap in the John Rowswell Hub Trail network, a circular trail throughout the community. It is very actively used for commuting and recreation and this gap is a critical component of ensuring safe travel to the downtown area. When completed, the multiuse path will allow access to the downtown from central neighbourhoods.
	Scope: 0.4km off-road asphalt path (1.8m wide); intersection reconfiguration; signage				AADT = 6,500 (2% target = 130)	Safe cycling: An off-road facility is required to navigate high traffic volumes exiting and entering the International Bridge and ensuring safety when travelling across Bay and Queen Streets.
	Trip reduction benefit: Infrastructure will catalyze modal shift by providing a safe crossing to link the Hub Trail through the downtown					More commuter cycling infrastructure: This multiuse path is a critical linkage to accessing the downtown core from the west end.
Second Line Bypass Route	Objective: Provide a safe alternative for commuters travelling from the west end to bypass Second Line West to connect to downtown or Great Northern Road commercial centres; link the west end neighbourhoods into the existing Hub Trail	New	Apr-19	September 31, 2019	Population within 1km - 12,105	Better cycling networks: This route provides an important link to west end neighbourhoods, which are currently underserved. This will consolidate a west end cycling network increasing connectivity for residents for safe access to the Great Northern Road and downtown commercial/employment areas, the Second Line West commercial area, ## elementary schools, Korah Collegiate High School, and the Northern Community Centre.

	Scope: 0.7km off-road multiuse asphalt path; signage; lighting; bridge crossing; engineering design				Baseline count (one hour) = 4	Safe cycling: This route enables cyclists to bypass Second Line, a provincial highway.
	Trip reduction benefit: Primary route into the City's west end; has the potential to facilitate significant modal shift for individuals travelling to the Great Northern Road and downtown commercial districts from the west end				AADT = 27,200 (2% target = 544)	More commuter cycling infrastructure: This route will add ##km of cycling infrastructure to the overall network, and will significantly improve connectivity for west end residents to the rest of the city.
Bike Racks	Objective: Provide an opportunity for individuals to commute to employment in the downtown core, Great Northern Road commercial area, west end community centre complex, and around the John Rowswell Hub Trail with access to safe and secure bicycle parking	Sheltered Bike Corrals (\$10,000 each): Downtown (east and west termini), Great Northern Road, West End Community Centre; John Rhodes Community Centre Bike Racks (\$500 each): Downtown (5 per block); Throughout the John Rowswell Hub Trail (20)	May, 2018	Sep-18	N/A	Better cycling networks: Safe bicycle parking increases the probability that people will utilize the bicycle networks.
	Scope: Bicycle parking for 250 bicycles, including bike corrals and standalone parking					Safe cycling: Create visible bicycle parking clusters across the downtown core.
	Trip reduction benefit: A lack of bicycle parking is a significant disincentive to potential cycling commuters. There are negligible opportunities for safe and decent bicycle parking throughout the city.					More commuter cycling infrastructure: Lack of bicycle racks in employment areas is a real barrier to encouraging commuter cycling. These racks will allow people to cycle for utilitarian purposes.

Notes

***Population within 1km:** Despite the Province's recommendation of using a 5km radius for gauging potential ridership, 1km was deemed to be a more accurate radius for estimating how many people would use the identified facility

****Baseline count (one hour):** Cycle traffic was monitored at select locations along the identified routes for one hour blocks between 9am and 4pm on weekdays in July and August

*****AADT & 2% Target:** Average Daily Traffic volumes (bi-directional) in 2012; the City has set a target of reaching 2% as a commuter cyclist rate by 2021.

SCHEDULE “D”

DESCRIPTION OF ANNUAL ALLOCATIONS

D1.0 ANNUAL ALLOCATIONS

- D1.1 Annual Declaration of OMCC Participation.** The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).
- D1.2 Province’s Review and Approval of Annual Declaration of OMCC Participation.** Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.
- D1.3 Annual Allocation Maximum Amount.** The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

D2.0 CHANGES TO ANNUAL ALLOCATIONS

- D2.1 Changes to Annual Allocations.** Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.
- D2.2 Amending Agreement for Changes to Annual Allocations.** Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SUB-SCHEDULE "D.1"
TABLE OF ANNUAL ALLOCATIONS

[Note: Enter the missing information prior to the execution of the TPA. Thereafter and annually, an amending agreement will have to be entered into, in accordance with section D2.1 (Changes to Annual Allocations), to implement any changes required to this Sub-schedule "D.1".]

FUNDING YEAR	PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)	ANNUAL ALLOCATION FOR THE PROJECTS	RECIPIENT CONTRIBUTION	OTHER FINANCIAL CONTRIBUTION
2017-2018	Yes	\$580,534.79		
2018-2019				
2019-2020				
2020-2021				
TOTAL		\$580,534.79		

**SUB-SCHEDULE “D.2”
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION**

ANNUAL DECLARATION OF OMCC PARTICIPATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: [Enter the name and title of the authorized representative of the Recipient.]
Address: [Enter the address of the authorized representative of the Recipient.]
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]
Email: [Enter the email address of the authorized representative of the Recipient.]

RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).], having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the [Enter the Funding Year.] and requests funding for each of the projects listed in this declaration.

2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:

a) of 15,000 individuals or greater.

☐ yes ☐ no

b) less than 15,000 individuals.

☐ yes ☐ no

3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

a) has a municipal council approved cycling plan, a copy of which can be accessed at **[Enter the link.]** or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

☐ yes ☐ no

b) if the Recipient's answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province's consideration for OMCC funding.

☐ yes ☐ no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.
5. The Recipient is submitting the following projects for the Province's consideration for OMCC funding for the **[Enter the Funding Year.]**:

PROJECT TITLE	PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/ DESTINA- TION	POTENTIAL VEHICLE TRIP REDUCTION

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

E1.0 DEFINITION

E1.1 Definition. For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

“Eligible Costs Date of Effect” means:

- (a) the Effective Date; or
- (b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

E2.0 ELIGIBLE COSTS

E2.1 Eligible Costs Date of Effect. Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

E2.2 Scope of Eligible Costs. Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

- (a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (c) design and engineering;
- (d) materials to construct an Eligible Project;
- (e) labour to construct an Eligible Project; and
- (f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.

E3.0 INELIGIBLE COSTS

E3.1 Scope of Ineligible Costs. Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

- (a) planning costs;
- (b) data collection;
- (c) tourism cycling infrastructure;
- (d) recreation cycling infrastructure;
- (e) low frequency cycling infrastructure;
- (f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
- (g) planning;
- (h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
- (i) administration/overhead by the Recipient, municipal staff and municipal project management;
- (j) legal;
- (k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
- (l) landscaping;
- (m) maintenance work;
- (n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project's Eligible Costs will be funded);
- (o) operational costs;
- (p) data collection required for the Usage Data Report;
- (q) communications events, including educational or promotional signage;
- (r) roadway lighting not specifically for commuter cycling infrastructure;
- (s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
- (t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
- (u) Recipient's regular business costs;
- (v) environmental assessment and other approval costs;
- (w) storage costs for projects which extend for more than one year;
- (x) financing charges;
- (y) pedestrian-only or motor vehicle infrastructure;
- (z) GIS mapping;
- (aa) in-kind contributions, including labour and materials;
- (bb) work initiated prior to May 30, 2017;

- (cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
- (dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
- (ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
- (ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

- (a) applying for provincial funding;
- (b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
- (c) office space in a facility, including a maintenance and storage facility;
- (d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient's Official Plan and Transportation Master Plan;
- (f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
- (h) carrying costs incurred on the funding share of any funding partner;
- (i) municipal staff travel;
- (j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
- (k) costs not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E3.3. Costs Above Projects Scope. The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope

of the Projects on the Eligible Projects List. These costs include, but are not limited to:

- (a) upgrading municipal services and utilities;
- (b) relocating municipal services and utilities unless specifically required for the Eligible Project;
- (c) upgrades to materials beyond pre-existing municipal standards; and
- (d) costs for Eligible Projects not completed by December 30, 2020.

SCHEDULE “F” REPORTING AND EVALUATION

F1.0 ANNUAL FINANCIAL REPORTS

- F1.1 Annual Financial Reports.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:
- (a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;
 - (b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;
 - (c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and
 - (d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F2.0 ANNUAL IMPLEMENTATION REPORTS

- F2.1 Annual Implementation Reports.** Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.
- F2.2 Annual Eligible Projects Declaration.** The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

F3.0 FINAL REPORT

F3.1 Final Report. Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.

F3.2 Aboriginal Consultation Reporting. The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

F4.0 USAGE DATA REPORTING

F4.1 Completion of post-project Evaluation.

- (a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.
- (b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

F4.2 Usage Data Reports.

- (a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.
- (b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.
- (c) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.
- (d) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.
- (e) The Recipient must submit two Eligible Projects Usage Data Report for each Eligible Project, one for first 12 months of operation and one for the

second 12 months of operation.

- (f) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

F4.3 Required Counts for an Eligible Projects Usage Data Report. The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

Automated Counters (Permanent and Portable)

- (a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.
- (b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

Manual Counts

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

- (a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;
- (b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and 19:00; and
- (c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

F4.4 Data Collection Timeframe. The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province..

Automated Counters (Permanent and Portable)

- (a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.
- (b) Recipients with permanent automated counters on the site of an Eligible

Project will collect data continuously for the first 24 months.

- (c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for seven consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart..

Manual Counts

- (a) The Recipient will collect data as follows:
 - (i) If the Recipient's population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.
 - (ii) If the Recipient's population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

F4.5 **Costs.** The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

F5.0 ADMINISTRATIVE PROCEDURE AND FORM

F5.1 **Administrative Procedures.** The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

F5.2 **Form of Annual Implementation Reports and Final Report.** The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

- (a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;
- (b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;
- (c) how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied in the Funding Year;
- (d) copies of certificates of Substantial Completion for each Eligible Project;

- (e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;
- (f) details of how the objectives of the Province have been met;
- (g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Projects the Province may, at its sole discretion, request.

F5.3 Form of Annual Financial Report. The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

- (a) the Funds spent on each Eligible Project;
- (b) Eligible Costs of each Eligible Project;
- (c) funding provided by the Recipient and received from third party sources for each Eligible Project;
- (d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;
- (e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;
- (f) Funds remaining in the interest bearing account by December 30, 2020; and
- (g) details on how the Province's interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

F6.0 PUBLIC DOCUMENTS

F6.1 Public Documents. The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

F7.0 CHANGES TO REPORTING

- F7.1 **Changes to the Reporting.** Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.
- F7.2 **Amending Agreement for Changes to the Reporting.** Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 PURPOSE

- G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

G2.0 GENERAL PRINCIPLES

- G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.
- G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.
- G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.
- G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).
- G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- G2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

G3.0 PROJECT COMMUNICATIONS

G3.1 **General.** All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 **Provincial Funding Statement.** All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

G3.3 Project Promotion.

- (a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project web site, print, audiovisual and other communications about the Eligible Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.
- (d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other's involvement in the OMCC Program.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about each Eligible Project to the Province to support wider communications about the provincial funding.

G4.0 COMMUNICATING WITH THE PUBLIC

G4.1 General.

- (a) The Recipient will provide Notice to and consult with the Province, a

minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.

- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

G4.2 Signing of the Agreement. The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

G4.3 Public Information Kits. The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

G4.4 News Releases. The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.

G4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.

- (a) The Recipient and the Province agree to hold news conferences at the

request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

- (b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

G4.6 Signage.

- (a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient's and other contributors' signage. The signage will remain in place until 90 days after construction is completed.
- (b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.
- (c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.

G4.7 Communications Events. Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.

G4.8 Joint Communications Events. If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.

G4.9 **Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

SCHEDULE “H” DISPOSAL OF AND REVENUES FROM ASSETS

H1.0 DEFINITION

H1.1 **Definition.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H2.0 DISPOSAL OF ASSETS

H2.1 **Payment If Early Disposal.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

DISPOSAL PERIOD	PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)
On or before December 30, 2022	100%
After December 30, 2022 and on or before December 30, 2025	75%
After December 30, 2025 and on or before December 30, 2029	50%
After December 30, 2029 and on or before December 30, 2031	25%
After December 30, 2031	0%

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I1.0 DEFINITIONS

I1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I2.1 (Development of Plan).

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

“**Aboriginal Community**” includes First Nation, Métis and Inuit communities or peoples of Canada.

I2.0 ABORIGINAL CONSULTATION PLAN

I2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

I2.3 **Provision of Plan to Province.** If, pursuant to section I2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I2.4 **Changes to Plan.** The Province, in the Province’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I3.0 ABORIGINAL CONSULTATION RECORD

- I3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

I4.0 RESPONSIBILITIES OF THE RECIPIENT

- I4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

- I4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I4.1 (Notification to and Direction from the Province).

SCHEDULE “J” CERTIFICATES AND DECLARATIONS

J1.0 PROCEDURES

- J1.1 **Procedures.** The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

J2.0 ANNUAL FUNDING CERTIFICATES

- J2.1 **Timing and Documents.** The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.
- J2.2 **Timing of Annual Funding Certificate.** The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION

- J3.1 **Timing and Documents.** The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.
- J3.2 **Timing of Annual Eligible Projects Declaration.** The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

- J4.1 **Timing and Documents.** The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.

J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

J5.0 FINAL ADJUSTMENTS

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.

**SUB-SCHEDULE “J.1”
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL FUNDING CERTIFICATE**

ANNUAL FUNDING CERTIFICATE

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the Senior Financial Officer of the Recipient.]**
Address: **[Enter the address of the Senior Financial Officer of the Recipient.]**
Telephone: **[Enter the telephone number of the Senior Financial Officer of the Recipient.]**
Facsimile: **[Enter the facsimile number of the Senior Financial Officer of the Recipient.]**
Email: **[Enter the email address of the Senior Financial Officer of the Recipient.]**

ON BEHALF OF: **[Enter the Recipient’s name.]**

RE: **Ontario Municipal Commuter Cycling (OMCC) Program -
Annual Funding Certificate**

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information).]**, an authorized representative of the Recipient, having made such inquiries as I have deemed

necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year **[Enter the Funding Year.]**:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule "C.1" (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.
4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.
5. Any Funds the Recipient received before the Recipient's immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

APPENDIX A
ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]

FUNDING YEAR	ELIGIBLE PROJECT	ELIGIBLE PROJECT START DATE	ELIGIBLE PROJECT END DATE	ELIGIBLE COSTS		RECIPIENT FUNDS EXPENDED		FUNDING FROM OTHER SOURCES USED		TOTAL ELIGIBLE PROJECT COSTS
				\$	% of Funds	\$	% of Total Eligible Project Costs	\$	% of Total Eligible Project Costs	
Total										

INTEREST ON FUNDS

- (a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (b) The interest earned on the Funds since the Effective Date of the Agreement is **[\$x dollars]**.
- (c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is **[\$x dollars]**.

**SUB-SCHEDULE “J.2”
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION**

ANNUAL ELIGIBLE PROJECTS DECLARATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: [Enter the name and title of the authorized representative of the Recipient.]
Address: [Enter the address of the authorized representative of the Recipient.]
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]
Email: [Enter the email address of the authorized representative of the Recipient.]
Email: [Enter the email address of the authorized representative of the Recipient.]

RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).], having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

- a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
- c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).
- d. the Recipient has attached a valid certificate of insurance for the current Funding Year;
- e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;
- f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;
- g. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

**SUB-SCHEDULE “J.3”
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: [Enter the name and title of the professional engineer.]
Address: [Enter the address of the professional engineer.]
Accreditation: [Enter the accreditation number of the professional engineer.]
Telephone: [Enter the telephone number of the professional engineer.]
Facsimile: [Enter the facsimile number of the professional engineer.]
Email: [Enter the email address of the professional engineer.]

RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [Enter the name and title of the professional engineer.], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. I am the _____ [Enter the title, department, or

organization.], and as such have knowledge of the matters set forth in this declaration.

2. The projects listed below in this declaration are listed in Sub-schedule “C.1” (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

ELIGIBLE PROJECT NAME	ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT	RECIPIENT’S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT

4. The work for all Eligible Projects described in this declaration:
- was supervised and inspected by qualified staff;
 - conforms with the plans, specifications and other documentation for the work;
 - conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
 - conforms with the requirements set out in paragraph A4.8(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-37

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Innovation Centre for funding.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 20, 2018 between the City and The Sault Ste. Marie Innovation Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of February, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2018\\2018-37 - SSMIC Funding.docx

Schedule "A"

Funding Agreement and Memorandum of Understanding

Between:

The Corporation of the City of Sault Ste. Marie (hereinafter 'the City')

and

The Sault Ste. Marie Innovation Centre (hereinafter 'SSMIC')

WHEREAS the City and SSMIC entered into a Memorandum of Understanding ('MOU') dated September 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City and the Economic Development Corporation (EDC) entered into a Memorandum of Understanding ('MOU') dated August 2009 outlining the City's funding contribution and the terms upon which the parties would work together;

WHEREAS the City has undergone a review of its economic development activities in order to ensure that the City is making its best effort to develop its economy and using the limited resources available to it as effectively as possible by avoiding program duplication and minimizing administrative costs;

WHEREAS the City worked in consultation with SSMIC and the EDC throughout its review to ensure that all three parties will work together to optimize economic development and economic diversification;

NOWHEREFORE the parties agree as follows:

Term

1. This funding agreement and memorandum of understanding (hereinafter 'agreement') is for a term of five (5) years beginning on January 1, 2018 and ending on December 31, 2022. This agreement will be automatically renewed for a further five (5) year period unless the City gives notice on or before June 1, 2022, that it will not renew the agreement.

Roles & Responsibilities

2. SSMIC's role and responsibilities as further particularized and outlined in Schedule 'A' includes supporting, assisting and promoting technology and innovation, entrepreneurship, business incubation and Acorn Information Solutions (AIS).
1. The EDC's role and responsibilities as further particularized and outlined in Schedule 'B' includes business retention and expansion, business investment and attraction and tourism attraction and product development.

3. The City's role and responsibility as further particularized and outlined in Schedule 'C' includes the management of the economic and community development fund, arts and culture development, community identity (branding and promotion) and labour force development. The City shall collaborate with SSMIC in other areas of strategic interest, including, but not limited to, the following:
 - a. community promotion campaign;
 - b. arts and culture development; and
 - c. the development of their strategic plan.
4. The City will provide funding or in-kind support in accordance with its commitments as specifically prescribed in Schedule 'C.'
5. SSMIC shall not be a source of funding or other support for projects that do not fit within the mandate of the SSMIC.
6. SSMIC may also request from the City and/or Council additional funds to carry out specific programs, projects, or activities on behalf of the City and/or Council. The City and/or Council may also ask SSMIC to undertake specific programs, projects, or activities on behalf of the City and/or Council. SSMIC and the City and/or Council shall agree to the funds to be required for the SSMIC to pursue the additional service. These funds shall not be considered part of the base funding for the purpose of calculating the minimum budget increase for the following year.
7. SSMIC shall be responsible to develop its own annual budget that meets the conditions, deliverables, and accountability of this MOU.

Governance

8. The SSMIC Board of Directors (hereinafter 'Board') will have no more than nine (9) voting members and two (2) non-voting ex-officio members. Of the nine (9) voting members, four (4) shall be appointed by the City which appointments will include the Deputy CAO Community Development and Enterprise and three (3) nominated by City Council. City Council will make its best efforts to appoint directors recommended by the SSMIC Board of Directors that have business acumen and expertise or that have skills and experience consistent with any skill based matrix being employed or used by the SSMIC Board. The two (2) non-voting ex-officio members shall be the Mayor and a City Councillor as nominated by City Council. These changes will be confirmed by SSMIC's Board of Directors at a future Board meeting or Annual General Meeting to take place by June 30, 2018.

9. SSMIC agrees to implement and abide by best governance practices.

Reporting

10. SSMIC will create a (5) five-year strategic plan for its organization which will be presented to City Council for its endorsement. The first such plan will be provided November of 2019.
11. Based on the strategic plan, SSMIC will develop an annual business plan and budget submission which shall address and include the performance metrics outlined in Schedule 'D' attached hereto and/or as modified by mutual consent throughout the term of the agreement. The business plan and budget will be submitted to the City by November 15 of each calendar year for the following calendar year. The first such plan will be provided November of 2018.
12. SSMIC will submit an annual report and financial statements within 120 days of the calendar year end. The annual report will include an analysis based upon the business plan and the metrics outlined therein.
13. Notwithstanding the foregoing, SSMIC will not be permitted to undertake either a capital spend or an equity investment in excess of two hundred and fifty thousand (\$250,000.00 CDN) dollars that is not provided for in any of the five (5) year strategic plan, annual business plan, project budget or budget submission without prior approval of City Council evidenced by a supporting resolution.

Dispute Resolution

14. In the event that any claim, dispute or other matter related to the scope of services provided by SSMIC (herein referred to as a "dispute") shall arise between the parties during the term of the agreement, the following process shall apply:
 - a) Level I – The dispute shall be referred initially by the party raising the dispute to the other party in writing. For the purposes of this level, the initial reference of the dispute shall be to the level of the CAO for the City and a delegate of SSMIC. In the event that the dispute cannot be resolved within ten (10) business days, the dispute shall escalate to Level II;
 - b) Level II – In the event that the dispute remains unresolved between the parties, it shall be submitted to City Council by the Chief Administrative Officer for the City and the full board of SSMIC for determination.

Each party shall bear their own costs with respect to resolving the dispute.

Collaboration

15. The parties agree to continue to work with each other and the EDC to assess their respective operations, minimize program duplication and reduce administrative costs as and wherever possible as between the three organizations. In furtherance of this goal, the parties agree to make best efforts to work jointly on business education workshops in order to maximize available funds and minimize duplication.
16. With specific respect to business incubation, the parties agree to evaluate the operation of two business incubators within the City to determine the optimum use of the funds invested in the two incubators, to consider the consolidation of the two incubators and, if so consolidated, to identify the party that is best to manage the incubation ecosystem going forward.

Modification or Termination

17. This MOU is in effect upon the signature by all parties concerned, and can be amended at any time by mutual consent or can be terminated by either party upon one year's written notice.

Miscellaneous

18. The Parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgements, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted and are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this agreement.
19. This agreement shall be governed by and construed in accord with the laws of the Province of Ontario.
20. If any provision in this agreement is found to be void or unenforceable, that provision shall be severed from the agreement leaving the remainder of the agreement in full force and effect.
21. This agreement represents the entire agreement between the parties and any changes to it shall be in writing duly executed by the authorized representatives of the parties.

The parties hereto agree to the foregoing this day of December, 2017.

Chris Wray, Chair
Sault Ste. Marie Innovation Centre

Theresa Cassan, Vice-Chair
Sault Ste. Marie Innovation Centre

Christian Provenzano, Mayor
City of Sault Ste. Marie

Malcolm White, Clerk
City of Sault Ste. Marie

Schedule A – Sault Ste. Marie Innovation Centre Role

- Technology and Innovation
 - Business advisory services including such items as market intelligence, financing strategies and intellectual property guidance;
 - Programs to assist all firms with technology and innovation development;
 - Support the growth of local technology companies and departments;
 - Sector development projects (e.g. RAIN, ICT, Lottery and Gaming, Energy);
 - Support the improvement of broadband infrastructure in the region.
- Entrepreneur Support and Business Incubation
 - Operate science and technology (S&T) business incubator;
 - Knowledge transfer and networking events;
 - Youth outreach;
 - Explore and develop makerspace facility (if feasible).
- Acorn Information Solutions CGC
 - Promote and establish the partnerships and technological means to efficiently share geospatial data, tools and knowledge amongst community organizations to create safer, healthier and more prosperous communities;
 - Provide clients with creative solutions, focus on new product development and expand the application of geomatics to other sectors.

Schedule B – Economic Development Corporation Role

Business Development

The SSMEDC supports existing businesses and attracts external businesses and investment to create jobs and increase the municipal tax base. It promotes the city's strategic advantages to businesses around the world. In addition, the business development division focuses on small and youth business support, which includes helping local firms access funding programs for expansion or start-up.

The SSMEDC business development goals and tactics are designed to deliver:

1. Entrepreneurship services – for companies to start, grow, and/or re-locate;
2. Support small business through incubation and training or education;
3. Business retention and expansion / growth services – increase investment and trading opportunities;
4. Investment attraction;
5. Develop special projects, initiatives and economic enablers ; and,
6. Identify and assist in developing strategic infrastructure that enables clustering in growth or emerging sectors.

Other key activities may include:

1. Sector specific development;
2. Access to capital programming;
3. Industrial/commercial land development;
4. Providing intelligence; and
5. Strategic initiatives that support infrastructure or projects that advance employment opportunities, workforce development and/or other partnerships.

Tourism:

1. Undertake product and infrastructure development;
2. Increase year-round, overnight travel;
3. Diversify product offerings through packages and itineraries;
4. Strengthen position as a sports tournament and convention destination;
5. Leverage city's location to build outdoor opportunities;
6. Focus on festivals and events;
7. Developing new markets, including international.

*Note: For the Business Development activities outlined above, it is noted that the Sault Ste. Marie Innovation Centre provides these services for companies in the information and communication technology sector.

Schedule C – City of Sault Ste. Marie Role

Community Development

- Development of strategic plan & stakeholder coordination (including Community Roundtable);
- Community promotion campaign;
- Arts & culture development;
- Manage Community Development Fund.

Labour Force Development

- Collaborate with work-force organizations to support:
 - Newcomer attraction;
 - Education and training initiatives;
 - Collaboration with PSE's;
 - Talent repatriation.

Funding for Economic Development

- Provide funding for SSMIC in the amount of:
 - \$277,890 for economic development services (which may be adjusted upon request and with City Council approval on an annual basis)
- Note the Acorn Information Solutions (AIS) services contract is negotiated separately

Schedule D

Strategic Questions	Performance Measure(s)	Target	Actual	Attribution*
<i>To be completed by EDC** and SSMIC individually</i>				
Has the organization increased employment in the City?	Employment values			
	ROI Calculation			
Has the organization increased assessment revenues in the City?	Assessment revenues			
	ROI Calculation			
Has the organization leveraged funds from other public sources?	Amount leveraged			
	ROI calculation			
Has the organization helped to support the establishment of new businesses?	Company formation numbers			
	Number of companies served by business incubator			
Has the organization helped to increase the capacity of local businesses?	Number of workshops held			
	Number of attendees			
	Number of business consultations			
	Number of outbound trade missions			
Has the organization undertaken effective investment attraction?	Number of companies targeted and reached with attraction pitch			
	Number of companies visiting SSM as a result of outreach			
	Number of sector specific conferences/tradeshows attended			
	Number of companies establishing operations in SSM			
Has the organization undertaken outreach to foster entrepreneurship amongst youth?	Number of students engaged			
	Number of classroom visits			
	Number of participants in programs			
<i>To be completed by Tourism SSM</i>				
Has the organization increased tourism to the community				
	Number of consumer packages sold			
	Number of visitor days generated from packages sold			
	Direct consumer spend from package sales			
	Number of conventions/sports events			

	hosted			
	Number of visitor days generated from conventions/sports events			
	Direct spend from delegates/participants of conventions/sports events			
	Number of bus tours			
	Number of visitor days generated from bus tours			
	Direct spend from bus tours			
	Number of cruise ships/passengers			
	Travel media hosted and value of earned media			
	New products/services/markets developed			

***Measurement attribution**

- i. For any job creation results or funding results claimed by the EDC or SSMIC, the organizations will include an attribution scale which will indicate their level of involvement in the project according to the following scale:
 1. Minimal involvement – 10% attribution
 2. Medium involvement – 50% attribution
 3. Full economic development services – 100%

For example, if a company establishes a new operation that the EDC or SSMIC has not been involved with supporting or only marginally been involved then they would assign an attribution of 10% to the jobs created (100 new jobs x 10% = 10 jobs claimed in results). In the same example, if the EDC or SSMIC provided a full suite of economic development services (site location, funding assistance, company support services, etc.), they would claim 100% attribution of the jobs (100 new jobs x 100% = 100 jobs).

****Work shall be completed by the SSMIC in cooperation with the City to collect appropriate data sets to complete and satisfy itemized Strategic Questions. This may require the City to make available to the SSMIC tax information and other information required to satisfy the Strategic Questions where permitted based on legislation.**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-38

AGREEMENT: (INS3) A by-law to authorize the execution of the Agreement between the City, Algoma Insurance Brokers Limited and AON Reed Stenhouse Inc. for general insurance services for February 28, 2018 to February 28, 2021.

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 February 20, 2018 between the City Algoma Insurance Brokers Limited and AON Reed Stenhouse Inc. for general insurance services for February 28, 2018 to February 28, 2021, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of February, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"
**GENERAL INSURANCE SERVICES AGREEMENT FOR
THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

THIS AGREEMENT made in duplicate this 20th day of February, 2018.

B E T W E E N:

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

(herein referred to as the "Municipality")

- and -

ALGOMA INSURANCE BROKERS LIMITED

(herein referred to as the "Broker")

- and -

AON REED STENHOUSE INC.

(herein referred to as the "Insurer")

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. THE PROVIDERS

The Broker and the Insurer shall collectively be referred to as the "Providers".

2. TERM

This agreement (the "Agreement") shall be for a term of three (3) years commencing February 28, 2018 and ending February 28, 2021 (the "Term"), provided that this Agreement is not previously cancelled or terminated by the Municipality in accordance with this Agreement, by operation of law or otherwise, and further provided that the Providers have faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Municipality reserves the right to extend the Agreement on a yearly basis upon mutual agreement of the Parties hereto and on completion of the Term as set out herein.

3. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in this Agreement and the Contract Documents, attached as Schedules "A" and "B" to this Agreement.

4. DOCUMENTS

- (1) The following list is an exact list of the Contract Documents referred to in Section 3(1) of this Agreement:

- (a) Proposal for General Insurance Services City for the City of Sault Ste. Marie – File #2017LGL-01-P (the “Proposal”); and
 - (b) Request for Proposal – General Insurance Services for the City of Sault Ste. Marie (the “RFP”).
- (2) In the event of a conflict or inconsistency between the Proposal and the RFP, the RFP shall prevail.

5. EXECUTION OF WORK

- (1) The Providers shall always carry out the Work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Providers either during or after the Term unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, the Providers shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

6. PAYMENT FOR SERVICES

- (1) The Broker shall invoice the Municipality annually for the Work performed for the Municipality at the rates outlined in the Proposal.
- (2) The Parties acknowledge that subsequent invoices may be issued by the Broker to the Municipality in the event of midterm changes to a policy.
- (3) Except where a dispute arises with respect to the accuracy of an invoice, the Municipality shall pay to the Broker the invoiced amount within sixty (60) days of receipt thereof.

7. TERMINATION OF AGREEMENT

- (1) The Municipality may terminate this Agreement, without cause or reason, by giving the Providers notice as contained within the individual policies.
- (2) Upon termination of this Agreement, the Providers and the Municipality shall forthwith pay to each other any monies owing to date, and the Providers shall return any incomplete account materials.

8. LIMITATIONS OF LIABILITY

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by the Providers or any of its officers, employees, agents, contractors or any other person, howsoever caused.

9. INDEMNIFICATION

The Broker shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs,

expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Broker or by its officers, employees, agents or contractors in connection with the performance of the Broker's obligations under this Agreement or from this Agreement.

10. INSURANCE

- (1) The Broker shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by the Providers, its officers, employees, agents or contractors in connection with this Agreement.
- (2) For the purposes of Section 10(1) of this Agreement, and without restricting the generality of that Section, the Broker shall, at its own expense, maintain in full force and effect during the term of this Agreement, a policy of Comprehensive General Liability and errors and omission insurance, in form and substance acceptable to the Municipality and written by a responsible carrier or carriers acceptable to the Municipality, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Continent Employers Liability and contain a Cross Liability Clause protecting the Municipality as if separately insured. The insurance shall have a limit of not less than Ten Million (\$10,000,000.00) Dollars per occurrence for any cause of action, demand or claim with respect to personal injury (including death) or property damage, including loss of use thereof, and for any cause of action, demand or claim arising out of or occurring in connection with the obligations of the Broker under this Agreement, including, but not limited to, a cause of action, demand or claim with respect to defamation, contravention of any right guaranteed under the *Canadian Charter of Rights and Freedoms*, and errors and omissions.

11. ASSIGNMENT

The Providers shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, the Providers shall ensure that any assignee undertaking any of the Providers' obligations hereunder shall be bound by the terms of this Agreement. The Providers shall not be released of its obligation to the Municipality by reason of the assignment, and the Providers shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

12. MUNICIPALITY AND PROVIDERS' CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie
Adam Shier
Risk Manager
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1
Telephone: (705) 759-5400
Facsimile: (705) 759-5405
Email: a.shier@cityssm.on.ca

Aon Reed Stenhouse Inc.
Terry Patterson
20 Bay Street
Toronto, Ontario, M5J 2N9
Telephone: (416) 655-7835
Facsimile: (416) 868-5580
Email: Terry.patterson@aon.ca

Algoma Insurance Brokers Limited
Carlo DiCandia
Account Executive
855 Queen Street East, Suite 200
Sault Ste. Marie, Ontario P6A 2B3
Telephone: (705) 949-6555 ext. 205
Facsimile: (705) 949-3513
Email: cdicandia@algomafinancialgroup.com

13. AMENDMENTS

The Municipality and the Providers hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

14. ENTIRE AGREEMENT

The Providers acknowledge that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 13 of this Agreement.

15. SUCCESSORS

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

16. GOVERNING LAW

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

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 20th day of February, 2018.

ALGOMA INSURANCE BROKERS LIMITED

Per: _____
Name:
Position:

I have the authority to bind the Corporation

AON REED STENHOUSE INC.

Per: _____
Name: _____
Position: _____

I have the authority to bind the Corporation

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

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

hh\\CITYDATA\\LEGAL\\STAFF\\LEGAL\\INSURANCE\\1 GENERAL\\INSURANCE CONTRACT FEB 2018.DOCX



November 24, 2017

The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive - Level 2
Sault Ste. Marie, ON P6A 5X6

Re: Letter of Introduction - Proposal for General Insurance Services

Please find enclosed our "Proposal for General Insurance Services for the City of Sault Ste. Marie – File# 2017LGL-01-P".

We have had the privilege of providing General Insurance Services to the Corporation of the City of Sault Ste. Marie (City) for numerous years and we do not take this opportunity for granted. We have diligently worked with the City through Insurable Risk Management and loss control initiatives, realizing considerable cost savings as reflected by the enclosed proposal. Our goal is to continue to assist in the proactive planning and execution of insurance services, improvement of claim trends, thereby achieving further risk/cost containment.

We have completed an independent comparison of the Municipal Insurance Program proposed by the current insurer JLT and the world's largest brokerage Aon. It is our recommendation that the City select the joint proposal submitted by Algoma Insurance Brokers and Aon.

We believe that the joint proposal provides extensive evidence as to our robust capabilities and appropriate strategic planned approach concerning Insurable Risk Management.

The signee is authorized to bind the proponent to the contents of the proposal including pricing.

We have enclosed 5 copies of the complete proposal submission and one copy in a digital format.

Sincerely,

Ryan Bentley BSc, FCIP, CRM, CAIB
Vice President, Commercial Lines
Principal Broker

**ALGOMA
INSURANCE
BROKERS**

Proposal for

General Insurance Services for the
City of Sault Ste. Marie

- File #2017LGL-01-P

November 24, 2017

231117-06

Contents

Insurance Industry Roles and Accountabilities	1
Algoma Insurance Brokers Limited	
Approach Insurance Broker	2
Experience	
History Serving Clients 1.6 1)	5
Municipal & Not-for-Profit 1.6 1), Appendix 1	6
Complex and Large Accounts 1.6 2), Appendix 2	7
Affiliations 2.5.4	8
Conditions of Requirements of Work 1.7	9
Qualifications	10
RIBO License/Good Standing 2.3.1 a), Appendix 3	
Related Qualifications 2.3.1 b), c), 2.5.2 b), c), d), e), f), g), 2.5.3, 2.5.6 f)	10
Our Team Insurable Risk Management Expertise	
Our Commercial Business Model	13
Corporate Management Expertise 2.3.1 c), 2.5.6	15
Commercial Insurance Specialists 2.3.1 d), 2.5.2 b), c), 2.5.5	17
Lead/Other Individuals/Team 2.3.1 d), f), 2.5.5	18
Market Review	
Marketing and Placement of Insurance Policies/ Comparison of Markets	19
Recommendation 2.5.9, ...	20
Coverages 2.5.7, 2.5.2 h)	22
Wordings Appendix 4	24
Terms Appendix 5	24
Review of JLT Proposal	24
Recommendations for Future Activity	26
Insurable Risk Management - Algoma Insurance Brokers Limited/Aon	
Insurable Risk Management Our Annual Client Service Cycle 2.3.3, 2.3.4, 2.4.2 a)	27
Risk Assessment Process and Principles 2.3.3, 2.3.4, 2.4.2 b)	28
Critical Deliverables 1.6 4)	29
Stewardship Report 2.3.1 e), 2.5.5	30
Annual Plan	33

Contents

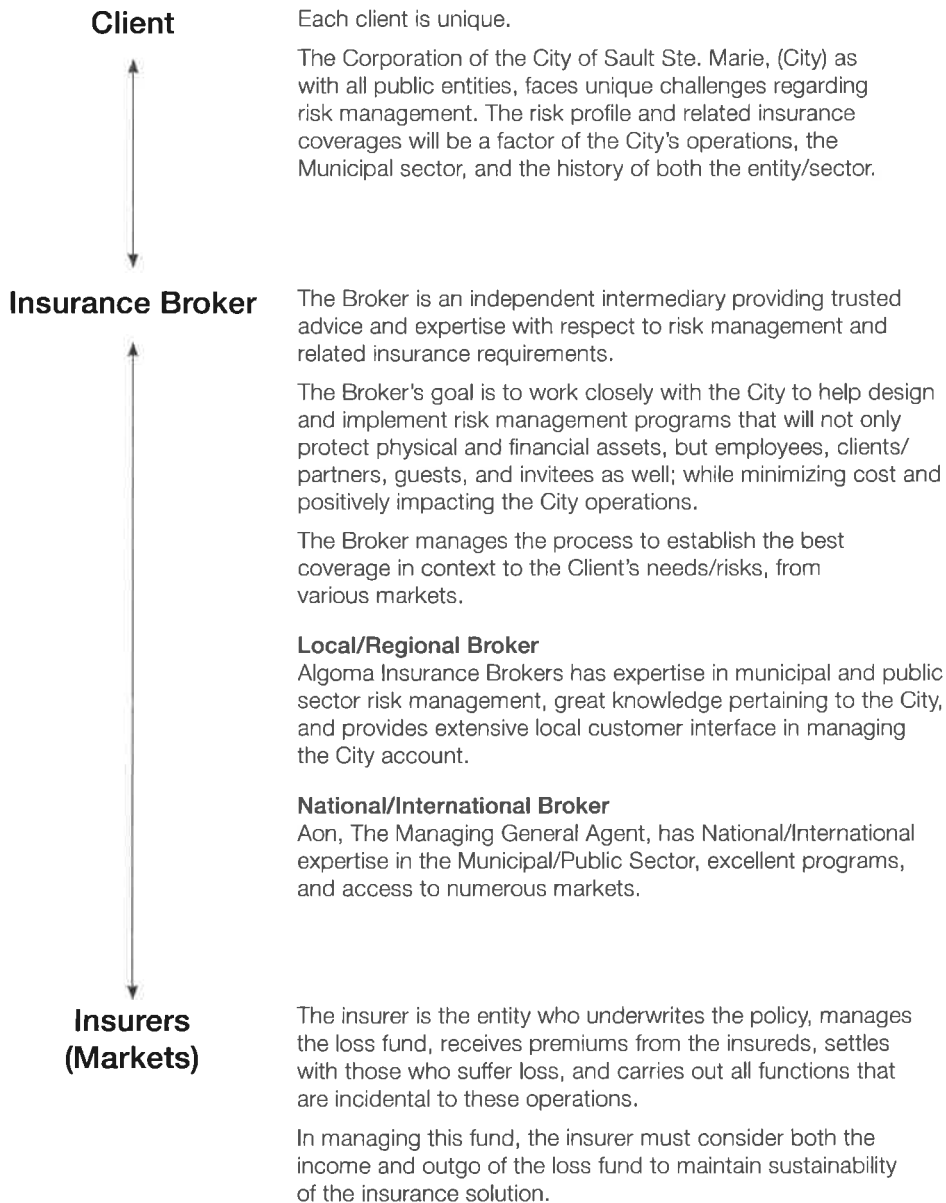
Appendices

Appendix 1 - Extensive Experience 2.1	A
Appendix 2 - References, Details, Contacts 1.6 2).....	B
Appendix 3 - RIBO License/Good Standing	C
Appendix 4 - Terms.....	D
Appendix 5 - Wordings.....	D

Recommended Municipal Insurance Program - Aon Managing General Agent (MGA) (see Aon RFP)

Approach	
Experience 1.6 1), 2.5.3	
Qualification 2.2, 2.3.2 a), b), e)	
Expertise & Resources 2.3.2 d)	
Team Corporate Management Expertise	
Lead Individual	
Other Individuals/Team	
Claims 2.3.2 c), 2.3.2 d), 2.3.2 f), 2.5.2 a)	

Insurance Industry | Roles and Accountabilities



Approach | Insurance Broker

Insurable Risk Management

We fundamentally believe that the most appropriate approach to managing the City's account and all large clients is to have a clear and accepted understanding of Insurable Risk Management that is supported by your leadership and becomes and part of the City's Culture, Strategy and Core Processes.

Our Proposal and our approach incorporates a detailed, systemic approach to Insurable Risk Management.

We are constantly improving our approach in understanding risk management; upgrading and codifying our knowledge and toolbox, deepening our Market Pool/Insurer base, and enhancing our client interface whereby our client's risk profile is consistently improved, risk is mitigated and properly hedged.

Our Corporate Plan

Our Corporate Planning Approach is a fundamental strength of Algoma Insurance Brokers Limited. Our business model is built on our purpose and the value we bring to our valued clients.

The Plan is comprised of three elements:

1. Culture
2. Strategic Approach
3. Core Processes

The Corporate Plan is a larger concept than simply a strategy...

- Without a "healthy" culture you cannot create a sustainable strategy.
- Without strategy being tied to "people" and "operational functions" you cannot properly execute the strategy.

Approach | Insurance Broker

Our Purpose

Fundamental Reason for Being

| Change Insurable Risk Management

The way Clients Understand their Risk.

The way we Protect Against the Risk.

The way we Design and Implement Client Interface and;

How we all Share, not just risk, but the Collective Net Benefits.

Values

Fundamental element of Culture.
Context for Decision Making.

| Empathic

Listen first. Understand.
Be Intuitive.

| Knowledge | Trust

Facts, Information and Skills,
Learn Through Experience
and Education.

Integrity, Strength, Ability,
Do What Is Right.

| Team

Collaborative, Coordinated,
Synergy, Community.

| Systems

Beautiful, Design Oriented,
Seamless Workflows,
Digital, Internal/External
Connected Interface.

| Courage

Enjoy Challenges,
Be Proactive, Be More
Than the Status Quo.

Approach | Insurance Broker

Why Choose Algoma Insurance Brokers?

As your Broker

We understand our Clients

- Their needs and risks both in Personal and Commercial Insurance
- Managing General Agent/Insurer/Markets Expertise is available and utilized
- We carefully select an Insurer/Market that best meets the clients' needs
- We have significant region/community knowledge

We are Independent.

We advise and educate our Clients

- We identify Risks/Exposures that are present, based on the clients' activities/asset base/legal structure/business model
- We inform the client as to changes in legislation, policy coverage changes, and premium changes

We are a Trusted Advisor.

We advocate for our Clients

- To ensure the proper insurance is available and the Insurer fully understands the client
- To ensure the Claim Process interface is fair and complete

We make the Process Comfortable

- Seamless process of positive experiences (Sales, Customer Service, Insurers, IT access, Data/Knowledge and Claim Resolution)
- Annualized, proactive, Insurable Risk Management Plan

Experience | Algoma Insurance Brokers Limited History | Serving Clients 1.6 1), 2.5.4

Our History...

76 years
Serving Clients

Algoma Insurance Brokers was founded in 1941 offering general insurance products, life insurance, and real estate services. The business grew through organic growth and acquisitions of agencies. In 1981, the Registered Insurance Brokers of Ontario (R.I.B.O.) was established, and accordingly, the firm's name became Algoma Insurance Brokers Limited.

Algoma Insurance Brokers is the largest independent insurance broker in Sault Ste. Marie and one of the largest in Northern Ontario.

Today...

55 employees

Algoma Insurance Brokers has strong strategic alliances with leading Canadian and Global Insurance Companies that have broad Product Offerings, proven Claims and Risk Management Services, and strong Financial Strength and Ratings.

What has not changed is that we have always focused on how to make the organization better for our clients and employees. We continue to provide professional, trusted advice and a high standard of client service.

We currently employ experienced, accredited specialists in our offices in Sault Ste. Marie, Bruce Mines and Thessalon. Our values (Empathic, Trust, Team, Knowledge, Systems, Courage, provide the context for our decision making and guide us as to the client experiences we strive to provide.

Over **900**
Commercial Clients

We are the largest commercial insurance team in the Algoma District. We have handled municipal business for over 40 years.

Our Commercial Insurance team manages small, mid-sized and large commercial clients in numerous industry sectors, in Sault Ste. Marie and throughout Northern Ontario. Each has unique needs and requires specialized policies tailored to its operations/industry sector.

and over
10,000
Personal Clients

We have a passion for our community and the wellbeing of its residents. We have the privilege of serving a significant number of clients for their personal auto and property insurance needs. Ensuring they are properly insured in light of the continuous changes in risk profiles, legislation and market conditions is not easy, but our business model is built to manage the requirements effectively.

Community...

The community has supported us for over 76 years; giving back has always been an important part of our company values. We have invested most significantly in the Sault Area Hospital with over \$65,000 in donations to the building, foundation, and equipment purchases. We also sponsor a Northern Ontario Medical School Bursary and provide funding to the Arch Hospice. Annually we provide significant donations and sponsorships to numerous community groups.

Experience | Municipal & Not-for-Profit

1.6 1)

Municipalities

Public funded entity risk basically consists of operational exposures, including both first and third party, and management liability exposures.

Algoma Insurance Brokers provides broker services to a number of entities in municipal (local and regional authorities and other not for profit organizations that operate with public funds; their employees are considered government employees and they are governed by a Board.

An area of expertise for Algoma Insurance Brokers, with 17 entities served by our Commercial Insurance department. These entities work with community partners and serve the public while facing risk management challenges unique to government funded organizations.

Strong Managing General Agents and Insurers with great expertise/underwriting of the Municipal Sector are available from which to obtain the best overall policies (coverage/risk management).

Our team's experience and knowledge is considerable given the client base in this area.

see Appendix 1 - Extensive Municipal Experience

Not-for-Profit

Further to the areas mentioned above, we have Broker Service Agreements with numerous other entities in the public funded sector who all serve the public for a specific goal or outcome. Liability exposures and property policies designed specifically for this sector are part of our expertise.

We have experience with long-term care, retirement facilities, housing and social assistance entities.

The Group Health Centre is a client with over 80,000 patients and 8 locations in Sault Ste. Marie.

We have worked with both Sault College and Algoma University on various building construction projects, including insurance requirement reviews with multi-national contractors.

We also service complex accounts such as the Sault Ste. Marie Airport – Aviation coverages and other unique risks.

Experience | Complex and Large Accounts

1.6.2)

Algoma Insurance Brokers has extensive expertise working with other private Clients that pay premiums as high and risks as complex as the City.

Private

We have created a customized program and are accountable for the successful planning and administration, of a highly complex national insurance solution for Search and Rescue Volunteer Association of Canada. The organization operates in every province with over 12,000 volunteers.

We have the knowledge and network of qualified insurance partners to provide national and international solutions for our clients who do business globally.

We deal with publicly traded companies, including addressing the complexity of Directors' & Officers' coverage and addressing the coverage and other risk impacts to Boards of Directors.

We manage extensive infrastructure and marine exposure with clients such as Port of Algoma.

Our clients include some of the region's largest privately owned businesses, including contractors and others that perform work directly and indirectly for the municipalities

First Nations

We work with multiple First Nation Bands. This includes additional unique exposures and significant asset schedules including band owned housing.

see Appendix 2 - References, Details, Contacts

Experience | Affiliations

2.5.4

Strong Insurers with great expertise/underwriting of the Municipal Sector are available from which to obtain the best overall policies (coverage/risk management).

We have represented and managed numerous clients to each of the following insurers:

Municipal Insured Program



Insurers



Managing General Agents

Numerous Affiliations as needed.

Conditions and Requirements of Work

On-site and Coverages 1.7

Algoma will comply with the requirements of the City's Contractor Pre-Qualification Program prior to start of on-site work.

WSIB Coverage (Insurance Entities are Exempt)	NO
Liability Insurance Coverage	YES
Accessibility training & safe work practices	YES
Comprehensive General Liability \$10,000,000	YES

Coverages	
Premises and operations liability	☒
Product or completed operations liability	☒
Written contractual liability	☒
Cross liability	☒
Contingent employer's liability	☒
Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution	☒
Libel, slander or defamation of character	☒
Invasion of privacy	☒
Wrongful eviction or wrongful entry	☒
Liability with respect to non-owned licensed motor vehicles	☒

City of Sault Ste. Marie	Additional Insured	YES
Errors and Omissions Liability	\$10,000,000	YES

Certificate of Insurance is available and will be provided to the City Prior to commencement of work.

Qualifications | Insurance Broker

2.3.1 b), c), 2.5.2 b), c), d), e), f), g), 2.5.6 f)

Range of Services and Expertise

As one of the largest Insurance brokers in Northern Ontario, we have gained extensive knowledge and expertise with respect to Commercial Insurance and the related business sectors. This encompasses policy wording analysis, insurance coverage options, insurance market place options, claims processes, local adjuster processes and more.

We are familiar with the activities and structure of the Corporation of the City of Sault Ste. Marie and are able to assist and operate as efficient and effective as possible, while maintaining control over the exposure of risk associated with the City's activities/assets.

License

RIBO License is in good standing with the provincial governing body Registered Insurance Brokers of Ontario. **see Appendix 3**

Related Qualifications

Perform Insurance Brokers Services

We believe in knowledge and have invested a significant amount of time and money to a formal developmental program that produces local insurance experts.

- We have 44 licensed insurance brokers in the Algoma District plus additional support staff. Approximately 85% of our licensed brokers have completed or are in progress towards completion of the Canadian Accredited Insurance Broker designation and higher specialized insurance education through the Insurance Brokers Association of Ontario.
- Additional education workshops held by National/International insurers bring in experts from multiple disciplines on municipal insurance and risk management practices. As of 2018 we will have 3 of our Commercial Insurance Account Executive enrolled in a national program to constantly enhance their knowledge and approach to Commercial Insurance.
- We are constantly achieving exemplary audits from our insurance partners based on our knowledge, integrity and operating procedures.

In addition to the required privacy laws, Algoma Insurance Brokers adheres to a strict policy of holding all information confidential, restricting access to those who require it.

Qualifications | Insurance Broker

2.3.1 b), c), 2.5.2 b), c), d), e), f), g), 2.5.6 f)

Understand Specialized Policy Wordings/Coverage

We are experts in reading and interpreting specialized insurance wordings. We manage and negotiate amendments to create manuscript wordings to meet a client's specific needs or to address a specific concern. A "manuscript wording" is a custom developed policy language that is created specifically to address an individual client's needs.

We analyze specific coverages to ensure no gaps exist. We work with the client to determine risk tolerance and when it is appropriate to purchase insurance (limits, deductible/self-insured retention options) and how to interpret losses with potential impact.

We are very familiar with the Acts that affect municipal corporations given our extensive experience in serving numerous municipalities.

We are constantly reviewing any additions or amendments to various Acts that relate to municipalities. This has an impact on all of our public practice clients. We assess any impact it may have on the City's risk, including new potential exposures, precautions that should be exercised or additional next steps. We are able to communicate a deliverable action plan to the assigned team and meet in person with all City stakeholders if desired.

We help in the risk assessment, risk control and risk financing solutions, as well as loss funding, and non-traditional insurance options.

Qualified Lead Individual/Local Expertise and Resources

Note: See Our Team section with respect to Biographies, Roles/Accountabilities and Team Approach to Insurable Risk Management.

Support services

Claims are handled on a 24 hour call basis by key individuals at Algoma Insurance Brokers who are located in Sault Ste. Marie. This includes: our President, Vice President Commercial Insurance, Personal Lines Manager, and City of Sault Ste. Marie Account Lead.

Qualifications | Insurance Broker

2.5.2, 2.5.3

Claims

Algoma Insurance Brokers will continue to be a critical part of the claims component.

We are a valuable resource to the City; as an independent insurance brokerage, we work directly in your interest on advocacy, strategy, and consultation on all potential claims and incidents that have not yet developed into a formal claim.

You will have 24/7 access to a broker at Algoma Insurance Brokers, who is located in Sault Ste. Marie. This includes members of the executive, as well as your dedicated team. If a situation arises that requires someone to be on-site to assist the Risk Manager or other City representatives, we can be there immediately.

Our expertise working with the various Municipal Insurance Programs allows us to actively consult with you to make strategic decisions on reporting and advice, including consultation with contractors, appraisers, legal, and finance. We will also advise the methods of dispute, including the mediation process.

We provide claims analysis and trend modeling that has an impact on risk control and costs. We use data to predict the impact on loss ratios, including the trends analysis on frequency/severity incidents. We correlate back to risk management an optimal way for the City to fund incidents. We incorporate data into the risk assessment, risk control, risk financing philosophy, and potential impacts from emerging trends.

Our claims analysis includes incidents under the Self-Insured Retention (SIR). As an independent insurance broker, we do not provide information on these incidents to the Municipal Insurance Program, therefore there is no impact on future insurance rates or coverages. This allows us to consult the Risk Manager on risk control and implantation of loss control initiatives.

Finally, as the insurance broker for the majority of cities, town and municipalities in the Algoma District, we are able to assess incidents and emerging trends in our specific geographic area and take preventative risk control measures on these emerging issues.

Algoma Insurance Brokers has worked with the City through multiple initiatives to improve the frequency and trends on claims. In the past 1 year, there have only been 2 new claims. This results in significant decreases in the annual insurance premium. The reduced claims are a result of several factors, including but not limited to well-documented risk management policies and procedures, favourable loss ratios (a direct correlation to the risk management/loss control implemented by the municipality), and deductibles that properly match the municipality's risk. Deductibles were increased in 2016, and as a result, we are starting to see the impact on the loss trends and therefore insurance savings. We have been able to negotiate over 27% reduction to the rates.

Building Evaluation

Algoma Insurance Brokers is involved in assisting the City in managing asset insurance to value audits. This includes the ability to attend site visits with the collection and verification of building details. We can use this information in a customized software tool to develop a rebuilding cost model and develop a strategy in consultation with the Risk Manager, to incorporate into the insurance plan. We will lead the strategy on where to utilize the Municipal Insurance Program building appraisers on assessments for complex building structures, including the appropriate cycle for re-evaluation and other pre-defined triggers to change of scope. This data will not only help in managing risks to the City, it will allow Algoma Insurance Brokers to market the City to Municipal Insurance Programs in the most favourable way.

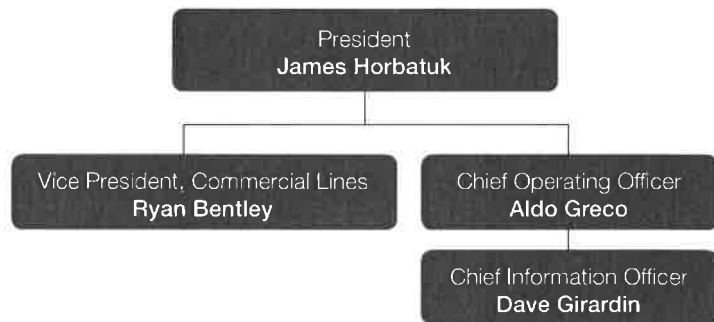
Our Team

Corporate Management Expertise Corporate Insurance Specialists

2.3.1 c), 2.5.6

Corporate Management

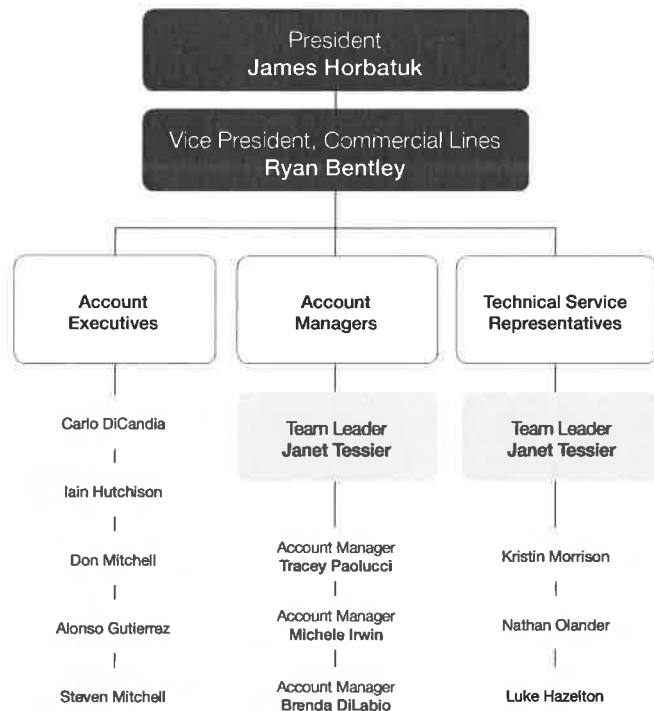
The Corporate Management team is focused and accountable for creating a great business model (Culture, Strategy, Core Processes) that delivers excellent value to all clients. Our Insurable Risk Management approach is centered on a strategic, executable plan for our commercial clients.



Commercial Insurance Specialists

Our Commercial Team has over 200 years combined experience and an extensive knowledge of insurance needs for not-for-profit and profit organizations. Great depth, breadth and locally delivered.

On average we have over 2 professional designations per employee.



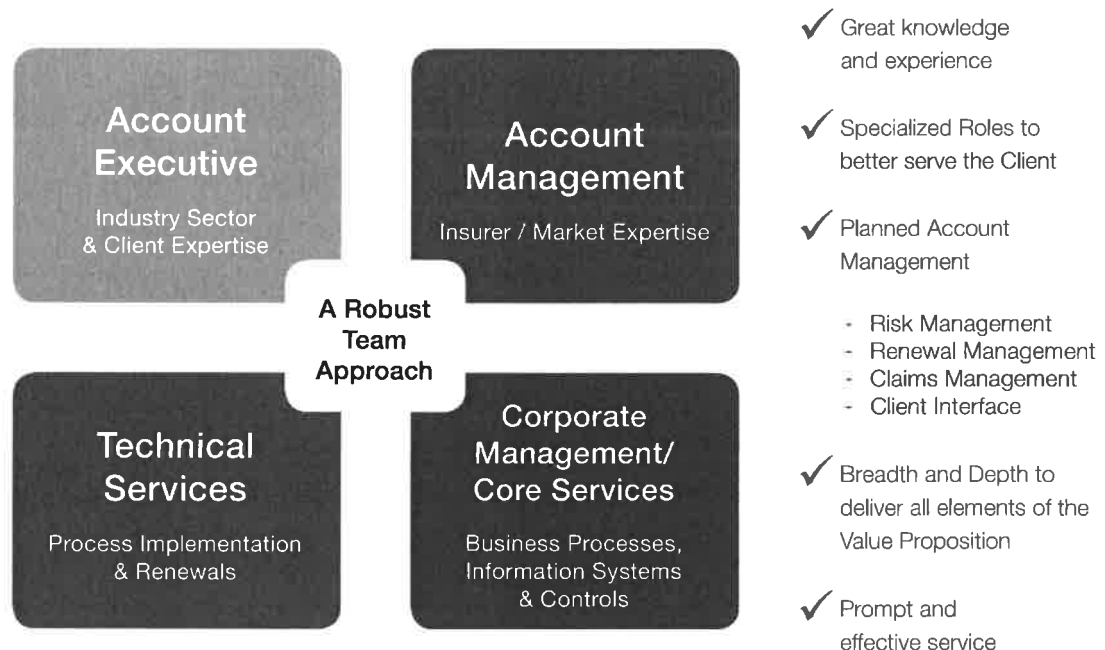
Our Team | Our Commercial Business Model

2.5.6

Fully Integrated Business Model

The "whole process" (our Business Model) creates a seamless process of positive experiences. As a result, our clients have knowledge that they have made the right choice. They feel satisfied...they know that they can **"focus on their goals serving their clients and their organization's future is protected."**

We are knowledgeable, experts in municipal insurance. We listen to our client's needs and wants, understand their operations, question potential exposures and business practices, and look at loss trends and data. All of this information is used to design a custom plan to meet your requirements and ensure decisions on insurance will protect the councilors, city employees and the citizens of the City. We provide not only insurance protection, but advice how to manage costs, risks, and gaps to insurable risk. Our philosophy is to acknowledge risk is everywhere, it can be good or bad. Insurance is only one piece of the solution, it is our job to help you understand the risks, reduce the risks, and look for alternative solutions to limit disruptive events.



Our Team | Corporate Management Expertise

Our corporate team has extensive experience in insurance management and corporate planning. We have created a successful business model that provide clients with excellent value.

We are dedicated to providing the City with a local entity that is robust, properly resourced, and focused on servicing the municipality's needs.

James Horbatuk **CPA, CMA, BA, CAIB**

President/Partner

James Horbatuk joined the firm in 1986 and assumed the title as President and Managing Partner in 1993.

James completed his undergraduate degree at the University of Western Ontario in 1985, with a Bachelor of Arts, Administrative, and Commercial Studies.

In 1992, James Horbatuk, having passed the examinations and fulfilled the requirements prescribed by the Society, was elected a certified member of the Society of Management Accountants of Ontario. In 1995, James completed the national examinations to obtain his Canadian Accredited Insurance Broker (CAIB) designation as an Honours Graduate.

During his tenure, he has participated on many Insurance Industry advisory councils as well as local not for profit boards.

As a member of the executive team, he continues to lead the evolution of the organization to ensure Algoma Insurance Brokers remains an industry leader.

Aldo Greco

MBA, BCOM, BA

Chief Operating Officer

Aldo Greco joined Algoma Insurance Brokers in April 2017 in the position of Chief Operating Officer. As a member of the management team, Aldo oversees the Corporate Planning Process, Strategic and Tactical Plans Development, Business Development, Human Resources and Marketing/ Communications.

Aldo was the Chief Operating Officer at McDougall Energy Inc. (MEI). He began working for MEI in 2007 and was responsible for Corporate Planning, new Business Opportunities, Hub Operations, IT, Marketing and Sales to both residential and commercial customers.

Prior to joining MEI, Aldo enjoyed a 20-year career within the financial services sector. Starting in 1987 he held a number of management positions at Community First Credit Union including the position of CEO of the Credit Union and its subsidiary from 1997-2007.

He holds a Bachelor of Arts in Economics, Honours Bachelor of Commerce, Master of Business Administration and has received Executive Business Training (Strategic Planning) at the Wharton School of Business.

Aldo has been involved in various community organizations including the Community Adjustment Committee, Chamber of Commerce, Algoma University, Fednor, and Destiny Sault Ste. Marie.

Our Team | Corporate Management Expertise

Dave Girardin

Chief Information Officer

Dave will join Algoma Insurance Brokers as of December 2017 and will be accountable for the following: all our IT Infrastructure, Operating System and related platforms, as well as security protocol for data storage and access by staff and/or clients.

Dave has over 21 years of progressive IT experience (in medium to large size organizations), and over 15 years of experience managing information services for various organizations across Canada.

His extensive work experience includes Director of Information Technology for McDougall Energy (2011-November 2017); IT Infrastructure Services Manager/Process Applications Manager for Essar Steel Algoma Inc. (2006-2011); IT Superintendent (Division) for Abitibi Consolidated Inc. (2005-2006); and IT Technical Supervisor (for the Forest Products Group & Forest Resources Management Group) for Tembec Inc. (2003-2005).

Dave is currently enrolled in the Athabasca University, Executive MBA program and completed the Computer Programmer & Systems Analyst Diploma and Micro Computer Management Diploma at Canadore College.

Computer Information Management

Algoma Insurance Brokers takes a professional approach to information management. All information and documents are secured and access is restricted to the employees as part of their role and responsibilities. All employees have signed a confidentiality agreement, which is strictly enforced by the Privacy Officer. The brokerage takes additional proactive measures to add assurance to our clients by carrying Cyber Risk coverage.

In addition to the internal expertise and technological capabilities, the brokerage has signed service contracts for regular network maintenance support through a leading national Information Technology firm. We have implemented an "Incident Response Plan" as well as "Disaster Continuity Planning" to limit potential exposure to our clients. We have the capability to share all documents electronically, and deliver digitally signed documents.

Our Team

Lead Individuals
Commercial Insurance Specialists
2.3.1 d), 2.5.2 b), c), 2.5.5

We have a team structure with respect to the interface with the City. All resources are local. Our qualified lead individual will be Carlo DiCandia.

Carlo DiCandia, Account Executive (see biography, next page)

He will be responsible for the following:

Business Development

- Understand, identify and assist in the clients insurable risk management plan
- Actively participate in the identification and completion of risk mitigation or elimination through various opportunities

Client Communication

- Clearly explain coverage and limits to clients, discuss products to address needs and gaps in coverage, as identified or requested
- Prepare client communication through various mediums such as proposals, applications, and certificates
- Provide guidance and advice to clients within established Brokerage policies, procedures and practices

Policy Maintenance

- Follow established Brokerage guidelines for performing policy maintenance activities and reporting requirements

Client Advocacy

- Liaise with MGA advocating municipality issues regarding Claims/Premiums/Coverages
- Advocate on behalf of the clients while respecting the underwriting and operating guidelines and principles of the represented companies.

Education and Industry Review

- Arranging of Seminars/Webinars/Distribution of Critical Risk Management Informational Articles with respect to Trends & DIY to DIY Municipal Operations.

Carlo will attend monthly meetings as established in the Annual Schedule - Insurable Risk Management (**see page 33,34**). He will attend various meetings (Council/Upper Management Meetings/Departmental Meetings), as requested. He pro-actively has worked with the City's Risk Manager in the area of risk identification and management.

Ryan Bentley, VP of Commercial Lines (see biography, next page)

Ryan will oversee the entire account management, will interface with senior managers and/or council, and will participate in establishing the strategic approach to the City's insurable risk profile.

Tracey Paolucci, Account Manager (see biography, next page)

Tracey will support our lead individual and provide interface for both the City and Managing General Agent/Insurers.

Our Team

Lead Individuals

Commercial Insurance Specialists

2.3.1 d), f), 2.5.5

Ryan Bentley

BSc., FCIP, CRM, CAIB

Vice President,
Commercial lines/
Principal Broker

Ryan currently leads the Commercial Insurance team, interacting with clients, managing company relationships, business planning, and execution. Ryan broadened his insurance knowledge & experience by working for a multinational insurance company in Waterloo, Halifax, and Toronto before returning to Algoma Insurance Brokers in 2014.

During his time in the industry, Ryan has achieved the designations of Canadian Accredited Insurance Broker, Canadian Risk Manager, and Chartered Insurance Professional. In addition, over the last few years, Ryan attained the coveted Fellow Chartered Insurance Professional (FCIP) designation. This is the highest level of designation in the property & casualty insurance industry, only achieved by a few professionals across Canada, and Ryan is the first person from Sault Ste. Marie to have received it.

Ryan is a graduate from the University of Waterloo with a Bachelor of Science Degree. He is currently completing an Executive MBA through Ivey Business School.

Carlo DiCandia

CAIB

Account Executive

Commercial
Account Lead

Experienced, market leading Commercial Account Executive. Member of Algoma Insurance Brokers since 1994 with 30 years experience in the insurance industry. Specializing in the management of Municipal Insurance Programs as well as all other Public Sector Insurance accounts.

He began his career in Personal Lines gaining required experience to fully understand the principles and practices to become an Insurance Professional (Downtown Insurance Realty 1987 - 1994).

In February 1994 he joined Algoma Insurance focused on Commercial Product Sales and Service. Specialized in all classes of insurance ranging from small retail to large construction related accounts.

Carlo is the Lead Account Executive for The Corporation of the City of Sault Ste. Marie. Currently manages 17 Municipal Clients in the District of Algoma. He also serves 3 Service Boards, a First Nations Book, Community Services Book, and Public Sector Accounts Books (Hospitals/Health Care Centres).

Tracey Paolucci

CAIB

Account Manager

Tracey Paolucci started her career at Algoma Insurance Brokers Limited on January 22, 1980, resulting in 37 years experience in the insurance industry and 20 years specifically dedicated to servicing Commercial Clients.

Tracey is our Senior Commercial Account Manager for many of our largest and complex clients across multiple industries: Municipalities, Healthcare, Public Entities, Manufacturing, Transportation, Builders Risk and Wrap-Up, Construction, Contracting, Marine, and Bonding.

Tracey attained her RIBO (Registered Insurance Broker of Ontario) license in March 1982 and she currently operates with an "unrestricted" license.

Market Review

Marketing and Placement of Insurance Policies/ Comparison of Markets

Our Philosophy

In keeping line with our philosophy – we initiate the marketing strategy through a discussion with you to understand your requirements. We will share the status of the current insurance marketplace, regulatory changes, legal trends and other challenges. We will negotiate for the best terms possible in all situations.

As an independent insurance brokerage, Algoma Insurance Brokers works for the City and not the insurers. We have and we will continue to contribute towards appropriate insurable risk management which inherently will mitigate and or eliminate risk. We will approach the entire insurance marketplace as directed or agreed. We will work with the City to determine appropriate limits and deductibles, assess coverage and wordings, and perform loss trend analysis. These actions will improve our ability to go to market, on behalf of the City. As a result, the City will be attractive to insurers, will receive competitive pricing, proper coverage and establish strong relationships. We will also have discussions and bring awareness to strategies such as premium funding and alternative risk transfer mechanisms.

Marketing Placement

Under the scope of work in the requested broker services, Algoma Insurance Brokers has completed an assessment of the market and coverages. We have ensured that all requested terms and conditions from the proposal were addressed in the Municipal Insurance Program Proposals negotiated with JLT and Aon. The marketing performed by Algoma Insurance Brokers with the various Municipal Insurance Programs was performed in a fair and transparent manner, conducted in the best interest of the City.

Evaluation Approach: Rating Criteria

In order to evaluate the Municipal Insurance Program Proposals we had negotiated, Algoma Insurance Brokers developed a weighted average score card approach utilizing the following criteria:

- | | |
|---|--|
| - Administration of Claims | - Policy Wordings |
| - Insurer Service | - Rate Guarantee |
| - Risk Management Services | - Familiarity with The Corporation of the City of Sault Ste. Marie |
| - Value Added Services | - Risk to The Corporation of the City of Sault Ste. Marie in Changing Municipal Insurance Programs |
| - Scale & Market Influence | |
| - Municipal Program Insurer Financial Stability | |
| - Municipal Expertise | |
| - Premium/Total Insurance Cost | |
| - Insurance Coverage/Quality of Specific | |

A score was applied to each criteria, based on our expertise and knowledge of the various Municipal Insurance Programs, to arrive to a recommendation.

Market Review | Recommendation

Recommendation - Aon MGA

It is recommended that The Corporation of the City of Sault Ste. Marie change Municipal Insurance Programs to Aon as of February 28, 2017. This recommendation was based on our rating criteria which may differ from that used by the City of Sault Ste. Marie. Although the options were comparable in cost, the coverage under the Aon program was broader and included several enhancements.

Algoma Insurance Brokers has worked with the City through multiple initiatives to improve the frequency and trends on claims.

- In the past 1 year, there have been only been 2 new claims. This allows for significant negotiations to rate decreases in the annual insurance premium. The reduced claims are a result of several factors, including but not limited to: well documented risk management policies and procedures, favourable loss ratios as a direct correlation to the risk management/loss control implemented by the municipality, and deductibles that properly match the municipality's risk.
- Deductibles were increased in 2016 resulting in improved loss trends and therefore insurance savings. In conjunction with our Partner Aon we have been able to provide a 27.6% reduction to the expiring rates.

Enhancements - Aon

In addition to the savings in insurance cost, the following (Aon policy highlights) section high-lights several of the enhancements to the coverage through the proposed municipal insurance program:

Sewer Backup: Coverage is based on an Occurrence Deductible rather than versus Per Claimant. This is a key coverage that assisted us in winning the City of Thunder Bay and many other accounts. You will recall that Thunder Bay had the massive flood and sewer backup claim. They had a deductible per claimant (which in their case meant a considerable amount of money) our coverage offered one deductible in the case of Sewer Backup. A major enhancement for any City. Only Aon offered this unique coverage.

Limit of Liability Administrative Errors and Omissions Coverage: Most limit will pay in single loss during any one policy period \$25,000,000

Smaller losses aggregate and should the primary be eroded to the initial primary limit by many losses the most the policy will pay during any one policy period is 2X's the primary limit of \$25,000,000, thereby providing ultimately \$50,000,000 Total Primary limit during the policy period

If the Total Ultimate primary limit is eroded during the policy period the Umbrella will drop down to provide Primary Coverage up to the Umbrella limit of \$25,000,000 any one policy period. It is possible to attach up to \$75,000,000 in administrative errors and omissions claims

Sexual Abuse Molestation: Criminal Defense Cost Reimbursement \$250,000 limit , and Medical Rehabilitation & Counselling Costs \$250,000 limit. This is one of the most important highlights to consider. No other insurer is treating SAL like this in the municipal segment. Other insurers in the municipal segment cover for the Corporation "Only" with respect to "Negligent Hiring", there is at least one other municipal segment insurers covering "Perpetrator" for a Limit of \$500,000 CAD annually. Amlin/Linx coverage

Market Review | Recommendation

includes defence of the organization for potential physical abuse indemnity arising out of damages that have been caused by the Perpetrator. The coverage will defend and indemnify the corporation for this exposure. It does go two steps further providing coverage for Perpetrators Criminal Defense Cost reimbursement if settlement is made without a final official criminal charge applied, and further reimburses for Medical Rehabilitation and Counselling costs for staff and any injured parties to the SA.

Again only Aon offer this unique coverage.

Crisis Management Services Liability: Aon is proud to offer this important service to our municipalities. In the case of Crisis, Aon professionals aids the Municipality in deploying what is required in their time of need. From mitigation consultants to security experts with meetings with insurers. Aon assists in Activation, Action Plans and a Crisis Communication Strategy. Town of Fernie, B.C. recently had three death occur on staff that gave rise to "Crisis" when an ammonia gas leak occurred at their Arena. There was a significant amount of public media attention given to this event and a great amount of public information control required. There will be potential litigation that arises from this occurrence. The Town will have expenses significant sums of money in the handling of the media as well as continued concerns with staff mental anguish. Cost associated with a loss like this can be considered as a claims under this coverage for reimbursement of these types of expenses that go toward mitigation of potential third party losses arising out of an incident that is not normal to the day to day operations of the municipality. Once again unique to Aon.

Forest Fire Fighting Expense has a limit of \$25,000,000 with no aggregate. Competitors wordings usually offer maximum coverage for \$1-5 Million and that is on an aggregate basis.

Wrongful Dismissal and Employment Related Practices: Limit is \$25,000,000 covering both Indemnity and Expense. GL is triggered for defense under WD claim. Therefore, if there are claims for Personal Injury arising from the WD or subject of a tort loss within the description of the policy there is no specific defense only limit. This coverage includes Employment related practices protection in the same manner, any employment related practices other than Sexual Abuse which has more specific coverage later in the wording. Expenses associated with WD are inclusive except those expenses associated with the obligations that are establish in the employment contract and guidelines for termination under the appropriate statute.

Specific inclusion of personal injury definition as follows: (Police Services require this specifically)

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. Humiliation;
- g. Libel, slander or defamation of character;
- h. Discrimination, unless insurance therefore is prohibited by law.

Environmental Impairment Liability: has a limit per loss of \$3,000,000 and aggregate limit of \$6,000,000 (versus \$2,500,000 limit and \$5,000,000 aggregate). Wording has inclusion for on site clean-up arising out of order from the MOE, does not require single fortuitous event to trigger losses on site. Provides off site third party coverage for both landfills that have been declared and operations that include hazardous event potential damage to environment.

Market Review | Coverages

Crime: extensions have an increased limit from \$200,000 to \$500,000 – no additional cost to the City.

Replacement Cost on Auto: we've removed "you must be the original purchaser of the unit" and added "the vehicle can be replaced with a comparable unit, similarly equipped".

Aon offers more than 20 items of innovation and superior coverage in our RFP and we would be pleased to review them with you, municipal staff or council at any time. We look forward to being of service to your brokerage and the City of Sault Ste Marie.

Coverages, Policy Forms and Retro Dates - Aon

The following coverages, policy forms and retro dates are applicable, causing no gap in coverage:

Coverage	Form	Retro Date
Municipal E&O	Claims Made	15-Nov-93
Environmental Liability	Claims Made	15-Nov-93
Abuse/Molestation	Claims Made	01-Jun-11
Medical Malpractice	Occurrence	None
General Liability	Occurrence	None
Cyber Risk	Claims Made	Unlimited

Market Review | Coverages

Coverage Summary - Aon

The following Detailed Coverage Summaries are located in the Appendix and include;

- a. Liability Coverages including Umbrella Coverage
- b. Property Coverage
- c. Fleet
 - i. Automobile Replacement Cost Endorsement
 - ii. No Annual Adjustment on 21B
- d. Accident Policies

Municipal Insurance Program - Aon

Cost of Services, Schedule of Fees & Cost of Premiums

	Premium
Primary Liability	\$ 285,000
Environmental	Included
Employment Practices Liability	Included
Umbrella Liability	\$ 20,000
Property including Boiler	\$ 155,308
Comprehensive Crime	\$ 2,500
Cyber Risk	\$ 22,575
Increased Cyber Risk Limit	Included
Automobile	\$ 285,600
Transit	\$ 72,500
Garage	\$ 4,509
Accident	\$ 1,100
Total	\$ 849,092

Property: 5 year premium rate guarantee subject to condition agreement

Liability: 3 year premium rate guarantee subject to condition agreement

Broker Services discussed in the proposal are included in the premium above.

Additional items that arise outside of the scope of the proposal will be discussed and approved by the City prior to any work commencing.

Market Review | Wordings | Terms | JLT Proposal

Wordings - Aon

Copy of Insurance Policies can be found in **Appendix 4**.

Terms - Aon

See Appendix 5

Review of JLT Proposal

We have included the terms for JLT as reference for the scope of the work completed by Algoma Insurance Brokers. There may be reasons, outside of the criteria used by Algoma Insurance Brokers, why you would choose to remain with the incumbent Municipal Insurance Program (JLT)

- JLT has been involved with The Corporation of the City of Sault Ste. Marie Insurance Program since 2011.
- Met all requested coverage items outlined in the "Request for Proposal – General Insurance Services for the City of Sault Ste. Marie".
- Funded Losses (Historical premiums creating a pool). If a significant loss occurs shortly after binding, there would be past premiums paid, compared to a new Insurance Program that has not been funded and possibly causing future changes to rates.
- No material savings from AON (only 1.3% higher cost than AON on the requested coverages. If the additional coverages are included as provided by AON, there would be an 11.2% higher premium to the JLT proposal). Breakdown of JLT Total Cost attached.
- Established working relationship, known procedures and protocols.
- Continuity on 'open' claims

Property: Unlimited premium rate guarantee subject to condition agreement

Liability: 3 Year Long Term Premium Agreement - subject to condition agreement.

Market Review | JLT Proposal

JLT Municipal Insurance Program

Cost of Services, Schedule of Fees & Cost of Premiums

	Premium
Primary Liability	\$ 303,571
Environmental	\$ 7,500
Umbrella Liability	\$ 43,200
Property including Boiler	\$ 138,169
Comprehensive Crime	\$ 8,000
Cyber Risk	\$ 14,599
Automobile	\$ 334,262
Transit	Included
Garage	Included
Accident	\$ 1,826
Additional Cost of Services	\$ 9,389
Total	\$ 860,516
Employment Practices Liability	\$ 60,714
Increased Cyber Risk Limit	\$ 22,825
Total with Increased Coverage	\$ 944,055

Market Review | Recommendations

Recommendations for Future Activity

- The recommendations through Aon included additional coverages and higher policy limits, these should be discussed.
- Cost saving initiatives:
- **Claims Analysis:** Work to review loss trends inside the SIR to use modeling on predictive analysis and identify optimum control and risk financing to meet target.
- Review Workers Compensation – Insurance to opt out for class 2 employees and purchase excess insurance policy to protect from catastrophic events.
- Review of assets and modeling for insurance to value audits

Insurable Risk Management

Our Annual Client Service Cycle

2.3.3, 2.3.4, 2.4.2 a)

We strongly believe Insurable Risk Management should be part of the Corporate/Strategic Planning Process for every significant/complex entity. The City is one of those entities.

Overview

Risk within a public sector organization is much broader than the traditional private sector financial or capital project risks. Municipal governments always have concern with the protection of their citizens from risks, and public services offered to its citizens have inherent risk.

Most organizations have viewed the process of risk management primarily as an issue of compliance with statutory or regulatory requirements.

The notion of risk as a fundamental part of strategic management has become increasingly important in organizations, and better understanding and management of strategic risk can lead to more effective strategy development and planning, ultimately leading to better communities.

An emerging theme is emphasis on the importance of strategy, decision making and implementation management in addressing risk within an organization.

An additional theme that is emerging is the need for processes or methodology for managing risk.

A final theme is the importance of communication.

Our Approach

A. Strategic

Successful implementation of risk management in the public sector means a proactive rather than reactive approach and enabling management to take actions prior to the occurrence of risk. As a result, the following steps are recommended:

- Engage Leadership with respect to Insurable Risk Management
- Support Leadership to identify and understand Insurable Risks and related activities
- Support risk management as part of the culture within the entity
- The need for processes or methodologies that are effective and consistently applied.
- The importance of communications that will enhance risk mitigation and the understanding of risk.

We truly believe the City has taken very progressive steps in establishing a strong risk management regime with the office of Risk Management and its related accountabilities.

Insurable Risk Management

Our Annual Client Service Cycle

B. Implementation-Documents/Workflows

Our approach incorporates the coordination of our methodology and documents with City personnel. The following documents/workflows are utilized:

1. Annual Plan, see page 32, 33

- The Annual Plan allows both parties to coordinate efforts, communicate effectively, establish accountabilities and allows for status review of various subjects.

2. Risk Assessment Process and Principles

Four Elements of the Risk Management Process	Guiding Principles
Risk Assessment	1. Identify total assets and resources of organizations. 2. Identify major exposures to loss. 3. Calculate values of assets and resources. 4. Measure current risk. 5. Project and communicate future losses and potential risk.
Risk Control	6. Support proactive risk and loss control programs. 7. Provide maximum incentive for participation in risk control program. 8. Monitor effectiveness of risk control activities.
Risk Financing	9. Finance risk, taking advantage of all available financial resources. 10. Maintain appropriate catastrophe protection.
Administration	11. Create and sustain management commitment to risk management. 12. Adopt a clearly defined risk management structure. 13. Develop clearly targeted annual objectives. 14. Maintain sound communications with all affected levels of management.

Note 1: We will work with the Risk Manager in the area of Risk Identification and Management and implementation of practices.

Note 2: The process and principles above are reflected in the Annual Plan

Insurable Risk Management

Our Annual Client Service Cycle

1.6 4)

3. Critical Deliverable - Renewal Process

Completion of all Required General Insurance Policies effective February 28, 2018

Date	Item
November 2018	- Commence marketing strategy as Directed by the City as per RFP
February 1, 2018	- Placement of Proposed Coverages as per City confirmation
February 15, 2018	- Request coverage bound with insures and policy numbered issued
February 28, 2018	- Confirmation of Insurance - Binder of insurance along with Automobile Liability slips - Certificates of Insurance
March, 2018	- Delivery of Policy, Council package (if required), Annual Letter of Engagement
April to November, 2019	- Deliverables as per Annual Schedule

Note 1: The Critical Deliverables will be incorporated in the Annual Plan in the applicable month(s).

Note 2: Additional Deliverables and Milestones are reflected in the Annual Plan and Stewardship Report.

4. Stewardship Report

Service Commitment and Performance Summary

The Stewardship Report will be prepared annually and presented mid-year as represented on the Annual Schedule. Our goal is to initiate a planned communication process that benefits both parties and provides a status on agreed upon value added services that improve and control cost relating to risk.

Historical Review	
2017-18	JLT Municipal Insurance Program
2018-2019	Aon Municipal Insurance Program
	- Increased Limits of Insurance/Increased coverage
	- 27% rate decrease
2019-2021	- Property - Rate Guarantee Based on stated conditions
2019-2023	- Liability - Rate Guarantee Based on stated conditions
Claims Status	- 18 open claims - 2 new claims open during 2017-18 term
Recommendations	- Complete Asset Insurance to Value Audit - Increase limits/coverage
Regular Insurance Brokers Interactions	- Renewal Marketing Strategy - Proposal creation including applications and presentation - Insurance to value audits and discussions on asset lists - Endorsement execution to on changes to assets operations or exposures - Service Inquires - As arise from City and other contract reviews, wording analysis and Certificates of Insurance
Claim Advocacy	- Consultation and recommendations for favourable resolution of claims process i.e. Pavilion Tent and fire truck valuation from past losses
Seminars/Webinars/ Risk Management Documentation	- Regular delivered areas of interest as directed by City

Insurable Risk Management

Our Annual Client Service Cycle

Summary Review of Services

Planning Phase/Meeting	Activity Performed	Future Additional Activities
- Establish timeline	✓	
- Identify information needed for market proposal	✓	
Information Gathering		
- Analyze loss data [five years]	✓	
- Review changes to operations	✓	
- Discuss expectations	✓	
Perform Exposure Analysis		
- Perform claims analysis	✓	
- Determine risk management objectives	✓	
- Perform all-encompassing risk management analysis	✓	
- Visit locations, perform exposure survey (as required)	✓	
- Present exposure survey results	✓	
- Draft/edit/refine risk management recommendations (more codified approach)		
- Present risk management recommendations	✓	
Marketing Strategy		
- Identify markets with expertise	✓	
- Develop market strategy and proposal package	✓	
- Evaluate terms, wording and credibility	✓	
- Negotiate contractual provisions	✓	
- Present renewal options	✓	
Implementation		
- Discuss market Recommendation and Alternatives	✓	
- Secure coverage	✓	
- Issue binders, certificates of insurance and auto liability slips	✓	
- Monitor progress of policy issuance and delivery	✓	
- Perform contract reviews	✓	
- Initiate performance service plan	✓	

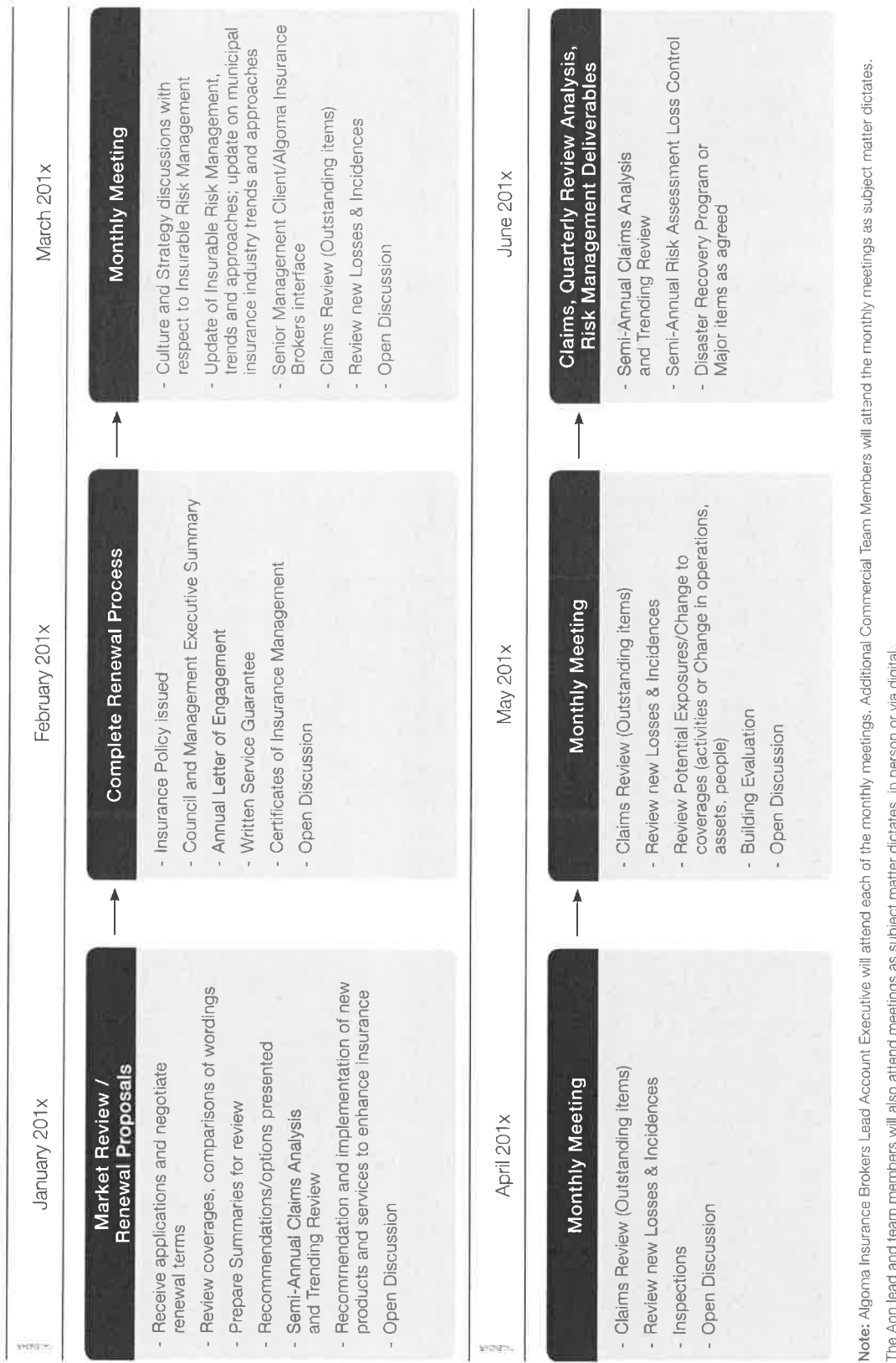
Insurable Risk Management

Our Annual Client Service Cycle

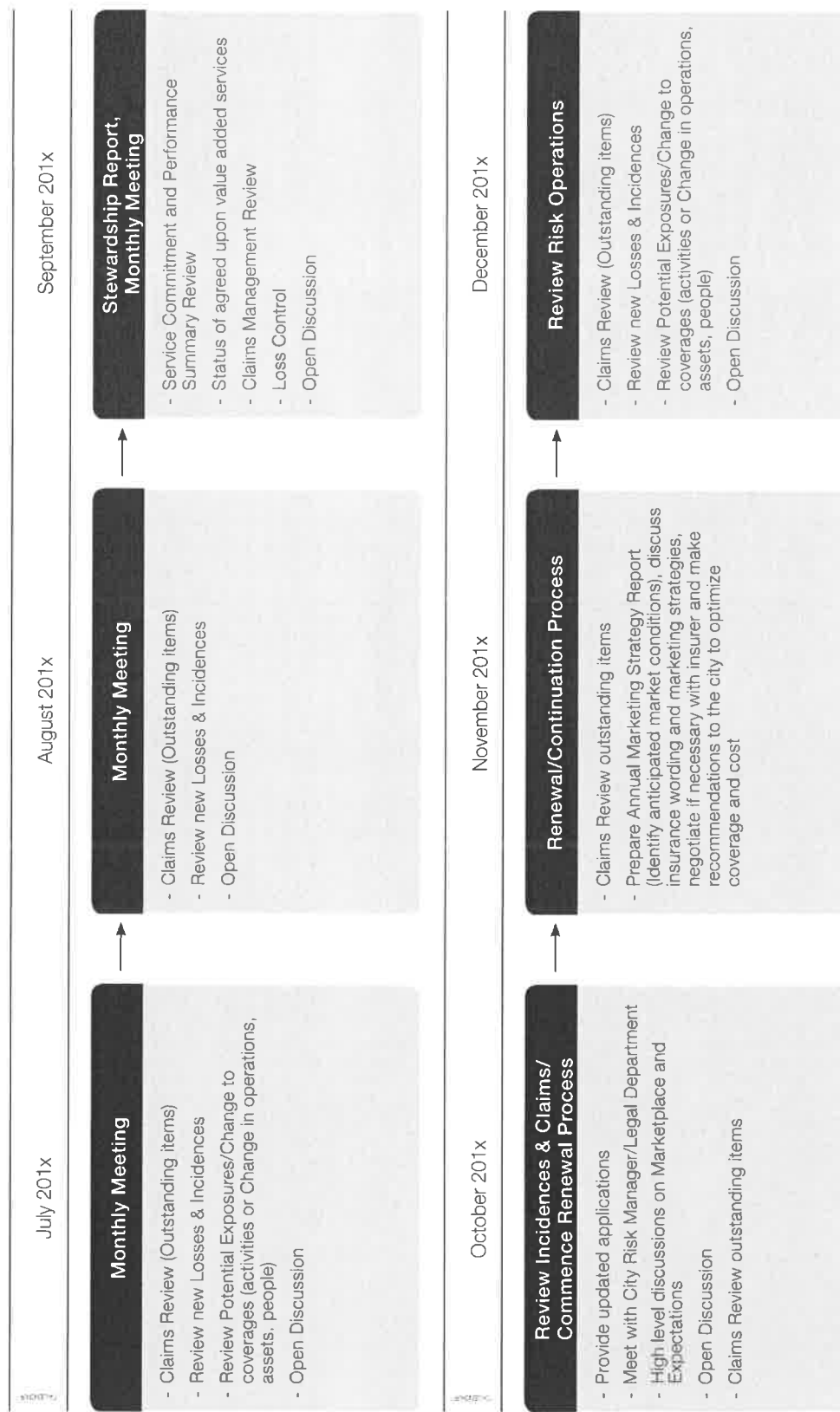
Summary Review of Services

Claims Management	Activity Performed	Future Additional Activities
- Meet to review claim procedures and reporting	✓	
- Continuously track and monitor all reported claims	✓	
- Schedule and attend claim reviews	✓	
- Coordinate and monitor claim activities	✓	
- Serve as liaison between client, insurer and/or claims servicing parties	✓	
- Act as advocate on disputes, issues and problems	✓	
- Provide claim status updates	✓	
- Evaluate claims handling performance of service contractors	✓	
Loss Control		
- Meet with city Risk Manager	✓	
- Review loss trending, benchmarking and goal setting	✓	
- Review current loss control objectives with city Risk Manager	✓	
- Discuss loss control options with city Risk Manager	✓	
- Establish service and loss control plan with city Risk Manager	✓	
- Coordinate and monitor loss control activities and progress	✓	
Broker and Carrier Service Plan		
- Develop insurer service standards	✓	
- Approve/modify carrier and service plans with city Risk Manager	✓	

Annual Schedule - Insurable Risk Management - City of Sault Ste. Marie (Risk Management, Renewal Management, Claims Review and Client Interface)



Annual Schedule - Insurable Risk Management - City of Sault Ste. Marie (Risk Management, Renewal Management, Claims Review and Client Interface)



Note: Algoma Insurance Brokers Lead Account Executive will attend each of the monthly meetings. Additional Commercial Team Members will attend the monthly meetings as subject matter dictates. The Aon lead and team members will also attend meetings as subject matter dictates, in person or via digital.

Appendix 1 | Extensive Municipal Experience

1.6 1), 2.5.4

Algoma Insurance Brokers insures 17 of the 22 Cities, Towns, Townships and Villages in the Algoma District.

The Corporation of The City of Sault Ste. Marie

Algoma Insurance Brokers provides insurance broker services to the City.

Algoma Insurance Brokers - Additional Municipal Clientele

Municipal Client	Municipal Client
The Corporation of The Town of Bruce Mines, ON	The Corporation of The Township of Macdonald, Meredith & Aberdeen Additional, ON
The Corporation of The Township of Dubreuilville, ON	The Corporation of The Township of Plummer Additional, ON
Incorporated Village of Hilton Beach, ON	The Corporation of The Township of Prince, ON
The Corporation of The Township of Hilton, ON	The Corporation of The Town of Spanish, ON
The Corporation of The Municipality of Huron Shores, ON	The Corporation of The Township of St. Joseph, ON
The Corporation of The Township of Jocelyn, ON	The Corporation of The Township of Tarbutt & Tarbutt Additional, ON
The Corporation of The Township of Johnson, ON	The Corporation of The Town of Thessalon, ON
The Corporation of The Township of Laird, ON	The Corporation of The Township of White River, ON

Appendix 2 | References, Details, Contacts

1.6 2), 2.5.4

Client Name	Address	Contact	Phone
Municipal Clients			
1. The Corporation of The Town of Bruce Mines	PO Box 220, Bruce Mines, ON	Donna Brunke	705-785-3493
2. The Corporation of the Municipality of Huron Shores	PO Box 460, 7 Bridge St., Iron Bridge, ON	Sandra Leach	705-843-2033
3. The Corporation of The Township of Prince	3042 Second Line W, Prince Twp, ON	Peggy Greco	705-779-2992
Not-For-Profit Clients			
4. Community Living Algoma	99 Northern Ave E., Sault Ste. Marie, ON	John Policicchio	705-253-1700
5. Sault Ste Marie Economic Development Corporation	99 Foster Dr., Sault Ste. Marie, ON	Daniel Hollingsworth - Executive Director	705-759-5428
6. Sault Ste Marie Airport Development Corporation	1-475 Airport Rd, Sault Ste. Marie, ON	Terry Bos President/CEO	705-779-3031
7. Group Health Centre	240 McNabb St., Sault Ste. Marie, ON	Tony Barone - VP Finance/CFO	705-759-5675
8. FJ Davey Home	733 Third Line E., Sault Ste. Marie, ON	Barbara Harten - CEO/Administrator	705-256-4217
First Nations			
9. Batchewana First Nation of Ojibways	236 Frontenac St., Batchewana First Nation, ON	Kim Lambert - CEO	705-759-0914
Private Clients			
10. Soo Mill & Lumber Company Limited	539 Great Northern Rd., Sault Ste. Marie, ON	Joel Rowswell - Controller	705-759-6767
11. Purvis Marine Limited	1 Pim St., Sault Ste. Marie, ON	Sheila Purvis	705-949-0445
12. Bernt Gilbertson Enterprises Limited	RR1 Richards Landing, ON	Ruth Gilbertson	705-246-2076

Appendix 3 | RIBO License/Good Standing



RIR

IR

BRORO

ORIO

**ALGOMA INSURANCE
BROKERS LIMITED**

REGISTRATION NUMBER: A 30

**855 QUEEN STREET EAST
SAULT STE MARIE, ON
P6A 2B3**

**PRINCIPAL BROKER:
RYAN W. BENTLEY**

*is registered pursuant to
The Registered Insurance
Brokers Act,
in the Province of Ontario*


Patrick Ballantyne
Chief Executive Officer

This registration expires Sep 30, 2018

RIBO is the self-regulatory body for General Insurance Brokers in Ontario

Appendix 4 | Aon Wordings

See digital copy for Wordings
(USB Flash Drive - provided as part of
proposal requirements).

Appendix 5 | Aon Terms

See Following Pages



Terms

Municipal Coverage Summary

Annual premium

(Excluding taxes and options)

\$849,092

Quote disclosure report – Multi-line

Line of business	Insurer	Premium
Commercial general liability	Lloyds Amlin	\$285,000
Umbrella liability	Lloyds Amlin	\$20,000
Property including equipment breakdown	Northbridge	\$155,308
Comprehensive crime	Northbridge	\$2,500
Owned automobile	Northbridge	\$285,600
Transit	Northbridge	\$72,500
Garage	Northbridge	\$4,509
Council accident	AIG	\$1,100
Cyber - Beazley Breach Response	Beazley	\$22,575

Note: Aon receives premiums clients pay for remittance to insurers as well as refunds and claim payments by insurance companies for remittance to client and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. Aon will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and insurer agreements.

Municipal options

Accident

Out of Province Emergency Medical, Critical Illness and Volunteer
Accident – quotations available upon request and required underwriting
information

Risk management

Seminars, presentations, departmental training
Driver safety training including fleet services

Included
Included

Enhancements

Please note the following items with respect to our presentation:

Municipal Liability

Innovations and Superior Coverages:

- Occurrence Deductible applies to Sewer Backup claims
- No exclusion for Silica and Silica Containing Materials
- Municipal Marina Legal Liability aggregate is \$25,000,000
- Watercraft Liability – up to 500 tones
- SEF94 Deductible is \$500
- **Price Stability (Liability Sections)** - Our terms are provided for one year effective February 28, 2018 to February 28, 2021. Due to our careful underwriting, we are able to offer you a 3 Year Premium Guarantee under our primary Canadian Councils Liability policy (which includes Municipal Liability, Errors and Omissions, Non-Owned Automobile, Legal Expense and Conflict of Interest coverages, subject to the conditions outlined in the attached 3 Year Long Term Agreement.)

Increased Limits or Sub-limits:

- Sexual Abuse Liability included \$25,000,000 limit including Criminal Defense Cost Reimbursement \$250,000 limit and Medical Rehabilitation & Counselling Costs \$250,000 limit
- Excess Construction Wrap-Up Liability included \$1,000,000 limit
- Forest Fire Fighting Expense - \$25,000,000 limit no aggregate
- Incidental construction projects included \$1,000,000 limit
- Wrongful Dismissal - \$25,000,000 limit covering both indemnity and expense
- Sudden and Accidental Pollution is included under our Municipal Liability cover - \$25,000,000 limit plus Umbrella limit
- Employment Related Practices Liability included \$25,000,000 limit covering both indemnity and expense
- Crisis Management Services Liability included \$250,000 limit covering both indemnity and expense
- Advertising Injury \$25,000,000 includes infringement of copyright
- In the event more than one Policy Cover or Endorsement applies any one Claim or Occurrence, the maximum limit for all Covers Combined shall be \$25,000,000 limit for any one Claim.

Environmental Impairment Liability Insurance

Increased Limits or Sub-limits:

- Limit per Loss \$3,000,000 and Aggregate limit \$6,000,000.

Comprehensive Crime coverage

Increased Limits or Sub-limits:

- \$500,000 limits for loss of money inside and outside, money orders and counterfeit paper currency and professional fees/audit expenses.

Property & Boiler and Machinery

Innovations and Superior Coverages:

- Declaration of Emergency – Extension of Termination or Expiry Date
- One Deductible to be applied when claims arising out of one occurrence for Property and Boiler & Machinery
- 3% on Earthquake deductible
- Vacancy – no time period restriction
- Automatic Cover on newly acquired locations (120 days reporting) – limit of \$5,000,000
- Automatic Cover on newly acquired locations (no reporting) – limit of \$1,000,000

Increased Limits or Sub-limits:

- Green Reconstruction Extension Limit \$1,000,000
- Firefighting – limit of \$500,000
- Contingent Gross Rents – limit of \$1,000,000
- Business Interruption – limit of \$500,000 subject to maximum of \$35,000 per month
- Stock Spoilage – limit of \$200,000
- Exhibition Floater – limit of \$200,000
- Off Premises Power Interruption – limit of \$1,000,000
- Land & Water Pollution cleanup expense – Limit of \$200,000
- Personal Effects of Councilors', Board Members' Employees' and Guests – limit of \$10,000 for any one loss and \$35,000 maximum annual policy limit
- **Price Stability (Property and Boiler Sections)** - Our terms are provided for one year February 28, 2018 to February 28, 2023. Due to our careful underwriting, we are able to offer you a 5 Year Premium Guarantee under our primary Property and Boiler coverages, subject to the conditions outlined in the attached 5 Year Long Term Agreement.

Councillors Accident

Innovations and Superior Coverages:

- Up to age of 90

Increased Limits or Sub-limits:

- Limit is \$250,000

Cyber - Beazley Breach Response

Innovations and Superior Coverages:

- Business Interruption Loss deductible of 12 hours vs. 48 hours
- Unlimited Retroactive Date vs. February 28, 2015

Increased Limits or Sub-limits:

- Business Interruption Loss to the full policy limit of \$5m not \$1m
- Cyber Extortion Threat to the full policy limit of \$5m not \$1m
- Digital Asset Loss to the full policy limit of \$5m not \$1m

Deviations

Please note the following:

Municipal Liability

- Sexual Abuse – Included as an Extension as well as cover for Criminal Defence Cost, Medical, Rehabilitation and Counselling Costs

Environmental Impairment Liability

- First Party Clean-up extended under the Property arising from an insured perils, however EIL policy responds to Remediation Costs by written order or direction from court, or federal, provincial, territorial or local government ministry, department or agency.

Property & Boiler and Machinery

- Property of Every Description – Blanket limit \$291,735,018
- Flood Annual Aggregate applies – refer to coverage section.

Coverages

Commercial general liability

Including sudden and accidental pollution

Bodily injury and property damage	\$25,000,000 Each Occurrence
Products and completed operations	\$25,000,000 Each Occurrence and in the Annual Aggregate
Personal and advertising injury	\$25,000,000 Each Occurrence
Tenants legal liability (all risks)	\$25,000,000 Each Occurrence
Incidental medical malpractice	\$25,000,000 Each Occurrence
Marina operators legal liability	\$25,000,000 Each Occurrence
Firefighting expenses	\$25,000,000 Each Occurrence
Incidental garage operations	\$25,000,000 Each Occurrence
Voluntary medical payments	\$50,000 Each Person \$250,000 Each Accident
Voluntary workers compensation	As per Schedule of Benefits
Employers' liability	\$25,000,000 Each Claim
Employee benefits liability	\$25,000,000 Each Occurrence and in the Annual Aggregate during the Policy Period
Excess Automobile	\$20,000,000 Each Occurrence

In the event more than one Policy Cover or Endorsement applies any one **Claim** or **Occurrence**, the maximum limit for All Covers Combined shall be a \$25,000,000 limit for any one **Claim**.

Key endorsements

Administrative errors and omissions liability	\$25,000,000 Each Claim and in the Annual Aggregate
wrongful act and legal expense	\$250,000 Each Claim
Covered event	\$250,000 Each Claim
Conflict of interest	Date Coverage First Written
Retro date	\$250,000 Each Claim
Crisis management services liability	To be Confirmed - Date Coverage First Written
Retro date	\$25,000,000 Each Claim including Supplementary payments in the Aggregate
Wrongful dismissal	\$25,000,000 Each Claim including Supplementary payments in the Aggregate
Employment related practices liability	To be Confirmed - First Inception Date
Retro date	\$25,000,000 Each Claim
Sexual abuse liability	\$250,000 Each Claim
Criminal defense cost reimbursement	\$250,000 Each Claim
Medical rehabilitation & counselling costs	To be Confirmed - First Inception Date
Retro date	\$1,000,000 Each Occurrence and in the Annual Aggregate during the Policy Period
Excess construction wrap-up liability	\$50,000 Each Occurrence and in the Annual Aggregate during the Policy Period
Voluntary payment for property damage – each claim/aggregate	\$1,000,000 Each Occurrence and in the Annual Aggregate during the Policy Period
Incidental construction projects	\$3,000,000 Each Claim
Public entity pollution liability	\$6,000,000 Each Claim and in the Annual Aggregate during the Policy Period
Retro date	To be Confirmed - Date Coverage First Written
Standard automobile (non-owned) form SPF6	\$25,000,000 Each Occurrence
Legal liability for damage to owned automobiles – all perils	\$250,000 Each Accident

Legal liability for damage to non-owned automobiles – all perils
 Mutual aid agreement
 Excluding long term leased vehicle (SEF99)
 Contractual liability endorsement (SEF6-96)
 Specific Risk Endorsement - USA Conditions

\$250,000 Each Accident

THREE YEAR TERM REVIEW CLAUSE – LONG TERM AGREEMENT – MUNICIPAL LIABILITY

In consideration of the granting of this Policy for a period in excess of 12 months, it is agreed by both the insurers and the Insured that on the 12 month Anniversary Date the Insurers will continue insurance coverage under this Policy for a further 12 months for the same premium and subject to the same terms and conditions, except if any of the following factors applies as at that Anniversary Date (in which case the Insurers are entitled to review the policy and amend its term and conditions, including the premium and the deductible or excess):

1. There has been a material change in the risk.
2. There has been an increase of more than 10% in the estimated gross revenues for the further 12 months' period in comparison to that given for the preceding 12 month period.
3. There has been a change in law which has the impact of increasing the Insurers' exposure.
4. The incurred Claims held by the Insurers exceed 25% of the Net Premium in respect of the first 12 months' period of insurance to which this Clause relates.
5. There has been significant adverse development on historical loss record in any of the prior 5 years whereby Incurred Claims held by the Insurers exceed 25% of the Net Premium.
6. There has been a change in legal regulations relating to insurance contracts which oblige the Insurers to alter any terms or conditions of the Policy, or
7. There has been a change in the Insurers' reinsurance arrangements – having the effect that reinsurance protection is no longer available to the Insurers on substantially the same terms and conditions as previously.

The term "Incurred Claims" means the total cost of claims including actual payments (including medical, legal and other costs and expenses) and reserves set by the Insurers on outstanding claims (also including such costs and expenses). "Net Premium" means the premium received by the Insurers net of tax and any commissions or other deductions.

Nothing in this Clause shall prejudice any rights the Insurers may have to cancel this policy in accordance with (i) any cancellation condition, or the like, which may be contained in the Policy or (ii) in accordance with any general principle of contract law (including but not limited to limited to misrepresentation).

The terms of this Clause apply only to this Policy and not to any subsequent policy nor to any Excess Liability Policy which may be issued to operate in excess of this Policy (unless specifically stated to the contrary therein).

Deductibles

All losses except	\$100,000 per occurrence
Administrative errors and omissions liability	\$100,000 per claim
Wrongful act and legal expense, covered event, conflict of interest	
Sexual abuse, criminal defense cost reimbursement, medical rehabilitation and counselling costs	\$100,000 per claimant
Public/educational entity pollution liability	\$100,000 per pollution condition
SEF94 legal liability for damage to hired automobiles	\$500 per vehicle
Voluntary medical payments	NIL
Employee benefits programs liability	\$100,000 each claim
Crisis management services liability	\$100,000 per claim
Wrongful dismissal	\$1,000 per claim including defense costs in the aggregate

Policy forms

LSW1458B

Insurer and participation

Amlin Syndicate 2001 at Lloyd's of London – 100%

Subjectivities

1. Claims deterioration

Umbrella liability

Bodily injury and property damage each occurrence
Products and completed operations

\$25,000,000
\$ 25,000,000 annual aggregate during the
policy period

Excess of underlying

Bodily injury and property damage
Standard automobile (non-owned) form SPF6
Administrative errors and omissions liability
wrongful act and legal expense
Automobile Owners Form
Advertising liability
Personal injury liability
Excess Automobile
Garage Automobile

\$25,000,000 Each Occurrence
\$25,000,000 Each Occurrence
\$25,000,000 Each Claim and in
the Annual Aggregate
\$5,000,000 Each Occurrence
\$25,000,000 Each Occurrence
\$25,000,000 Each Occurrence
\$20,000,000 Each Occurrence
\$5,000,000 Each Occurrence

Endorsements

Cancellation 90 Days
Specific Risk Endorsement - USA Conditions

Retained limit

Retained limit

\$10,000

Policy forms

Unique Market Reference: B0823WD1500864

Insurer and participation

Certain Underwriters at Lloyd's

100%

Subjectivities

1. Claims deterioration

Property including equipment breakdown

Perils insured: all risks of physical loss or damage including earthquake, flood and sewer backup (subject to policy terms and conditions)

Property of every description - Blanket Limit of Loss	\$291,735,018
Annual Aggregate for Flood	\$291,735,018
Business interruption – profits	\$1,000,000
Electronic data processing (EDP) computer	\$2,321,117
Watercraft	\$230,000

Key extensions included in Blanket Limit

Expediting Expense/Extra Expense	\$500,000
Valuable Papers	\$500,000
Account Receivable	\$500,000
Fine Arts	\$1,032,150
Gross Rentals	\$500,000
Computer Media	\$500,000
Ammonia Contamination	\$500,000
Water Damage	\$500,000
Expediting expense	Included

The limits below are in addition to the Blanket Limit unless otherwise stated on the Policyholders Declarations

By Laws	\$10,000,000
Errors & Omissions	\$1,000,000
Firefighting	\$500,000
Contingent Gross Rents	\$1,000,000
Landscape Freezing Damage – per location	\$10,000
Landscape Freezing Damage – per occurrence	\$25,000
Automatic Cover on newly acquired locations (120 days reporting)	\$5,000,000
Automatic Cover on newly acquired locations (no reporting)	\$1,000,000
Property in Course of Construction	\$1,000,000
Property in transit	\$1,000,000
Professional Fees	\$500,000
Master Keys (per building)	\$25,000
Master Keys (per occurrence)	\$100,000
Contingent Business interruption	\$1,000,000
Stock Spoilage	\$200,000
Exhibition Floater	\$200,000
Off Premises Power interruption	\$1,000,000
Hazardous Substances	\$500,000
Land & Water Pollution cleanup expense	\$200,000
Personal Effects of Councillors', Board Members', Employees' and Guests	\$10,000 any one loss (\$35,000 maximum annual policy limit)

FIVE (5) YEAR TERM REVIEW CLAUSE – LONG TERM AGREEMENT – PROPERTY & BOILER

In consideration of the granting of this Policy for a period in excess of 12 months, it is agreed by both the insurers and the Insured that on the 12 month Anniversary Date the Insurers will continue insurance coverage under this Policy for a further 12 months for the same rate and subject to the same terms and conditions, except if any of the following factors applies as at that Anniversary Date (in which case the Insurers are entitled to review the policy and amend its term and conditions, including the premium and the deductible or excess):

1. There has been a material change in the risk.
2. There has been an increase of more than 10% in the total insured property values for the further 12 months' period in comparison to that given for the preceding 12 month period.
3. There has been a change in law which has the impact of increasing the Insurers' exposure.
4. The incurred Claims held by the Insurers exceed 25% of the Net Premium in respect of the first 12 months' period of insurance to which this Clause relates.
5. There has been significant adverse development on historical loss record in any of the prior 5 years whereby Incurred Claims held by the Insurers exceed 25% of the Net Premium.
6. There has been a change in legal regulations relating to insurance contracts which oblige the Insurers to alter any terms or conditions of the Policy, or
7. There has been a change in the Insurers' reinsurance arrangements – having the effect that reinsurance protection is no longer available to the Insurers on substantially the same terms and conditions as previously.

The term "Incurred Claims" means the total cost of claims including actual payments (including medical, legal and other costs and expenses) and reserves set by the Insurers on outstanding claims (also including such costs and expenses). "Net Premium" means the premium received by the Insurers net of tax and any commissions or other deductions.

Nothing in this Clause shall prejudice any rights the Insurers may have to cancel this policy in accordance with (i) any cancellation condition, or the like, which may be contained in the Policy or (ii) in accordance with any general principle of contract law (including but not limited to limited to misrepresentation).

The terms of this Clause apply only to this Policy and not to any subsequent policy nor to any Excess Property Policy which may be issued to operate in excess of this Policy (unless specifically stated to the contrary therein).

Deductibles/self-insured retentions

All Losses (Each Occurrence)	\$50,000
except:	
Fine Arts, Electronic Data Processing, Wreckage Value & Specific	\$2,500
Property at Actual Cash Value	
Service Interruption	24 Hour Waiting Period
Flood	\$50,000 each Loss
Earthquake:	3% of total loss or \$100,000 minimum, whichever is greater

Policy forms

Municipal Property Wording

Insurer and participation

Northbridge General Insurance Corporation – 100%

Subjectivities

1. Schedule of all property filed with insurer
2. Subject to engineer inspection
3. Claims deterioration

Comprehensive crime

Employee dishonesty	\$1,000,000
Broad form loss of money (inside premises)	\$500,000
Broad form loss of money (outside premises)	\$500,000
Money orders & counterfeit paper currency	\$500,000
Depositors forgery	\$1,000,000
Professional fees / audit expenses	\$500,000
Computer fraud or funds transfer fraud	\$500,000

Deductibles/self-insured retentions

All losses	Nil
------------	-----

Policy forms

Comprehensive Crime wordings

Insurer and participation

Northbridge General Insurance Corporation – 100%

Subjectivities

1. Claims deterioration

Automobile insurance

Third party liability – bodily injury/property damage

\$5,000,000

Deductible \$25,000 except \$2,500
applies to Forty-nine (49) leased units

Accident benefits – basic benefits

As stated in standard policy

Deductible: Nil

Uninsured automobile

Limits as stated in policy

Direct compensation – property damage

Limits as stated in policy

Deductible \$25,000 except \$2,500
applies to Forty-nine (49) leased units

Loss or damage – all perils

Deductible \$25,000 except \$2,500
applies to Forty-nine (49) leased units

Endorsements

Notice of cancellation ninety (90) days

Replacement cost endorsement – 20 years All vehicles except 25 years applies to fire vehicles

Tarmac exclusion if applicable

OPCF 3 Drive government automobiles

OPCF 4A Permission to carry explosives

OPCF 4B Permission to carry radioactive material

OPCF 5 Permission to rent or lease

OPCF 6 Permission to carry passengers

OPCF 6C Permission to carry passengers - \$5,000 limit for property of passengers

OPCF 20 Loss of use – Applicable to eighty-six (86) light units

OPCF 21B Blanket fleet endorsement – No annual adjustment

OPCF 22 Damage to property of passengers

OPCF 31 Non-owned equipment

OPCF 32 Use of recreational vehicles by unlicensed drivers

OPCF 24 Freezing of firefighting apparatus

OPCF 44 Family protection endorsement: (applicable only to private passenger vehicles, light commercial vehicles, Skidoos and all-terrain vehicles, and police vehicles)

Policy forms

Provincial statutory owner's policy

Insurer and participation

Northbridge General Insurance Corporation – 100%

Subjectivities

1. Claims deterioration

Garage Automobile insurance

Third party liability – bodily injury/property damage

\$5,000,000

Deductible \$1,000

Damage to Customers Automobiles

Specified Perils - \$500,000

Collision - \$500,000

Deductible \$1,000

Endorsements

Notice of cancellation ninety (90) days

OEF 71 Excluding Owned Automobile Endorsement

OEF 77 Liability for Damage to Customers' Automobiles including Open Lot Theft

OEF 81 Garage Family Protection Endorsement

Policy forms

Provincial statutory garage owner's policy

Insurer and participation

Northbridge General Insurance Corporation – 100%

Subjectivities

1. Completed Garage application
2. Clarification on locations where vehicles are repaired.
3. Updated incumbent loss run required.
4. Subject to claims deterioration

Council accident

Principal sum

\$250,000

Number of persons

Twenty-Five (25) Persons

On duty only or 24hour coverage

While On Duty only

Policy forms

Insurer standard forms

Insurer and participation

American Home Insurance –100%

Subjectivities

1. Claims deterioration

Cyber/Breach Response

Policy Aggregate including claim expenses	\$5,000,000
Information Security & Privacy Liability	\$5,000,000
Regulatory Defence & Penalties	\$2,500,000
Website Media Content Liability	\$5,000,000
PCI Fines, Expenses Costs	\$500,000
Cyber Extortion	\$5,000,000
First Party Data Protection	\$5,000,000
First Party Network Business Interruption	\$5,000,000
i) Forensic Expenses Sublimit	\$250,000
ii) Dependent Business Sublimit	\$250,000

Privacy Breach Response, Insuring Agreement B

The Privacy Breach Response Services Aggregate Limit of Coverage is separate from and in addition to the Policy Aggregate Limit of Liability.

Privacy Breach Response services aggregate limit of coverage for all incidents first discovered by the Insured and reported to the underwriters during the policy period:	500,000 Notified Individuals
Legal Services, Computer expert services, public relations and crisis management expenses aggregate sublimit:	\$500,000

Deductibles/self-insured retentions

Each claim, Extortion Threat & Security Breach Retention	\$50,000
Waiting Period	12 Hours
Notification services, Call Center Services, Breach Resolution and Mitigation Services to be available for each incident involving at least:	250 Notified Individuals
Retention applicable to Legal Services, Computer Expert Services, Public Relations and Crisis Management Expenses:	\$5,000 \$2,500 for Legal Services

Policy forms

Beazley Breach Response – CANADA

Insurer and participation

Syndicate 2623/623 at Lloyd's – 100%

Endorsements

1. AON Amendatory Endorsement
2. Lloyd's Endorsements

Subjectivities

1. Subject to a fully signed and dated statement of fact and signed and dated warranty prior to binding
2. Subject to a business continuity and disaster recovery plan in place



Corporate Profile

November 20, 2017

The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

Proposal for General Insurance Services for the City of Sault Ste. Marie
File # 2017LGL-01-P

Good Morning Sir/Madam,

We are pleased to present our Proposal in response to a request for General Insurance and Risk Management Services Program and would like to draw your attention to a couple of items.

Broker Compensation

This proposal offers Algoma Insurance 50% of all broker commissions received by Aon, per coverage line, for the City's package attached. Our formal broker contract with Algoma will be finalized within the next few weeks.

Form of Proposal

This will confirm that we are authorized to bind the contents of our proposal including pricing.

Please find enclosed our Proposal for General Insurance and Risk Management Services for the coming policy term. Sample copies of our policy wordings are attached to our proposal.

The proposal documents refer to an annual policy term of February 28, 2018 to February 28, 2019. Aon is prepared to provide a five rate guarantee on the Combined Property and Boiler and three year rate guarantee on the Municipal General Liability and Umbrella. Please refer to the Enhancements section of this proposal for specifics.

We would also like to point out the following enhancements of our municipal program:

1. **Sewer Backup:** Coverage is based on an Occurrence Deductible rather than versus Per Claimant. This is a key coverage that assisted us in winning the City Of Thunder Bay and many other accounts. You will recall that Thunder Bay had the massive flood and sewer backup claim. They had a deductible per claimant (which in their case meant a considerable amount of money) our coverage offered one deductible in the case of Sewer Backup. A major enhancement for any City. Only Aon offer this unique coverage.

2. **Limit of Liability Administrative Errors and Omissions Coverage** - Most limit will pay in single loss during any one policy period \$25,000,000
Smaller losses aggregate and should the primary be eroded to the initial primary limit by many losses the most the policy will pay during any one policy period is 2X's the primary limit of \$25,000,000, thereby providing ultimately \$50,000,000 Total Primary limit during the policy period
If the Total Ultimate primary limit is eroded during the policy period the Umbrella will drop down to provide Primary Coverage up to the Umbrella limit of \$25,000,000 any one policy period. It is possible to attach up to \$75,000,000 in administrative errors and omissions claims

2. Sexual Abuse Molestation: Criminal Defense Cost Reimbursement \$250,000 limit , and Medical Rehabilitation & Counselling Costs \$250,000 limit. This is one of the most important highlights to consider. No other insurer is treating SAL like this in the municipal segment. Other insurers in the municipal segment cover for the Corporation "Only" with respect to "Negligent Hiring", there is at least one other municipal segment insurers covering "Perpetrator" for a Limit of \$500,000 CAD annually. Amlin/Linx coverage includes defence of the organization for potential physical abuse indemnity arising out of damages that have been caused by the Perpetrator. The coverage will defend and indemnify the corporation for this exposure. It does go two steps further providing coverage for Perpetrators Criminal Defense Cost reimbursement if settlement is made without a final official criminal charge applied, and further reimburses for Medical Rehabilitation and Counselling costs for staff and any injured parties to the SA. Again only Aon offer this unique coverage.

3. Crisis Management Services Liability: Aon is proud to offer this important service to our municipalities. In the case of Crisis, Aon professionals aids the Municipality in deploying what is required in their time of need. From mitigation consultants to security experts with meetings with insurers. Aon assists in Activation, Action Plans and a Crisis Communication Strategy. Town of Fernie, B.C. recently had three death occur on staff that gave rise to "Crisis" when an ammonia gas leak occurred at their Arena. There was a significant amount of public media attention given to this event and a great amount of public information control required. There will be potential litigation that arises from this occurrence. The Town will have expenses significant sums of money in the handling of the media as well as continued concerns with staff mental anguish. Cost associated with a loss like this can be considered as a claims under this coverage for reimbursement of these types of expenses that go toward mitigation of potential third party losses arising out of an incident that is not normal to the day to day operations of the municipality. Once again unique to Aon.

4. Forest Fire Fighting Expense has a limit of \$25,000,000 with no aggregate. Competitors wordings usually offer maximum coverage for \$1-5 Million and that is on an aggregate basis.

5. Wrongful Dismissal and Employment Related Practices Limit is \$25,000,000 covering both Indemnity and Expense. GL is triggered for defense under WD claim. Therefore, if there are claims for Personal Injury arising from the WD or subject of a tort loss within the description of the policy there is no specific defense only limit. This coverage includes Employment related practices protection in the same manner, any employment related practices other than Sexual Abuse which has more specific coverage later in the wording. Expenses associated with WD are inclusive except those expenses associated with the obligations that are establish in the employment contract and guidelines for termination under the appropriate statute.

6. ***Specific inclusion of personal injury definition as follows: (Police Services require this specifically)***

- a) False arrest, detention or imprisonment;
- b) Malicious prosecution;
- c) Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
- d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f) Humiliation;
- g) Libel, slander or defamation of character;
- h) Discrimination, unless insurance therefore is prohibited by law.

7. Environmental Impairment Liability has a limit per loss of \$3,000,000 and aggregate limit of \$6,000,000 (versus \$2,500,000 limit and \$5,000,000 aggregate). Wording has inclusion for on site clean-up arising out of order from the MOE, does not require single fortuitous event to trigger losses on site. Provides off site third party coverage for both landfills that have been declared and operations that include hazardous event potential damage to environment

7. Crime extensions have an increased limit from \$200,000 to \$500,000 – no additional cost to the City.

8. Replacement Cost on Auto - we've removed "you must be the original purchaser of the unit" and added "the vehicle can be replaced with a comparable unit, similarly equipped"

Aon offer more than 20 items of innovation and superior coverage in our RFP and we would be pleased to review them with you, municipal staff or council at any time. We look forward to being of service to your brokerage and the City of Sault Ste Marie.

Service Requirements

This is to confirm that every member of the service team holds a current valid RIBO license pursuant to the Registered Insurance Brokers Act in the Province of Ontario. Copies of same will be provided if successful. Further, as a global insurance broker, Aon Reed Stenhouse Inc. is appropriately licensed in each province in Canada.

The most current AM Best rating is available for all insurers online however; a brief copy of current status is included with this proposal – refer to Appendices. Municipal and public sector experience is provided.

Risk management services tailored to the needs of the City are available and are outlined in the proposal. Some services are provided at no charge, some are provided for at an additional premium. Aon does offer a wide variety of services including seminars, workshops, and specific risk management forums at conferences which are available to clients.

Claims Management services are outlined within the enclosed proposal documents.

We look forward to an opportunity to further discuss our proposal with your broker team and the City.

Best Regards,

Terry Patterson, National Leader Account Management & Senior Vice President
t + 416.868.5308 | m +1.416-655-7835
terry.patterson@aon.ca

The Corporation of the City of Sault Ste. Marie

General Insurance Services

Request for Proposal

Closing date: Friday, November 17, 2017 at Time: 4:00pm



Table of Contents

Contact Information	2
Executive Summary	3
Questions and Responses as requested by RFP	4
Municipal Coverage Summary	13
Enhancements	14
Deviations	17
Coverages	18
The Aon OnBoarding Timeline	30
Service Team	33
Team Profiles	34
Aon Client Promise	37
Proposed Service Plan	38
Claim Management Services	40
Risk Management Services Provided at No Extra Cost	44
Knowledge sharing tools and resources	46
Value-added Services	47
Aon's Cyber and Privacy Practice (ACAPP)	48
Appendix 1 – Municipal References	50
Appendix 2 – Aon Cyber Alert: WannaCry	51
Appendix 3 – Aon's Community Involvement	53
Appendix 4 – Claims Handling Protocol Example	55
Appendix 5 – Insurer AM Best Ratings	58
Appendix 6 – Licensing Information	62

Contact Information

Proposal Submitted by: (Print name of Person)	Terry Patterson
Proponent's Company Name:	Aon Reed Stenhouse Inc.
Company Address - Street	20 Bay Street
City, Province, Postal Code	Toronto, Ontario, M5J 2N9
Phone Number of Person Named Above	(416) 655-7835
Fax Number of Person Named Above	(416) 868-5580
E-mail of Person Named Above	Terry.patterson@aon.ca
Alternative Contact:	Betty Singh
Phone Number of Alternative Contact:	(647) 261-0874
Email of Alternative Contact:	betty.singh@aon.ca

Executive Summary

Aon Reed Stenhouse Inc. (Aon) is pleased to submit this response to the Corporation of the City of Sault Ste. Marie's request for proposal (RFP). We hereby acknowledge and declare all of the terms and conditions set out in the RFP and the contracts terms attached thereto are hereby accepted and incorporated as part of this proposal. We further confirm that we have carefully read and examined the RFP and conducted our own internal analysis and due diligence before submitting this proposal.

Aon Risk Solutions is Canada's leading insurance brokerage and risk management firm. Our teams deliver innovative customized risk solutions to drive measurable value through unmatched tools and capabilities. The scope of work demanded by public entities requires a broker with a deep understanding of the risks faced by the sector, strong links to government bodies and an expert team that specializes in government legislation. The Public Sector team at Aon prides itself on the three pillars below:

Experience

- Aon's Public Sector team has over 200 years of combined experience dealing directly with the Canadian municipal insurance industry.
- Dedicated municipal-focused employees in the fields of coverage, broking, risk management, and claims.
- Aon's Public Sector team in Toronto has been responsible for the insurance program of numerous municipally-owned organizations since 1985.
- Nationally, Aon manages the insurance programs of over 700+ municipalities.

Innovation

- FACT Defensive Driver Training Seminars and Instruction.
- Seminars, publications, white papers and news blasts to educate our clients on emerging risks.
- Cyber risk management analysis
- On line claims data availability

Advocacy

- Aon has a team of dedicated claims advocates that comprised of more than 50 individuals across Canada, including lawyers and other legal resources who provide guidance to our clients.
- The advocacy team members have considerable experience assisting clients with reporting claims, claims advocacy, intervening with control insurance adjusters when required, acting as liaisons with insurance company claims department and general overall support.

We would also like to point out the following enhancements of our municipal program:

- Forest Fire Fighting Expense has a limit of \$25,000,000 with no aggregate
- Wrongful Dismissal and Employment Related Practices Limit is \$25,000,000 covering both Indemnity and Expense
- Occurrence Deductible applies to Sewer Backup claims (versus per claimant)
- Crisis Management Services Liability is included at a \$250,000 limit
- Sexual Abuse Liability is included at a \$25,000,000 limit including Criminal Defense Cost Reimbursement \$250,000 limit and Medical Rehabilitation & Counselling Costs \$250,000 limit
- Environmental Impairment Liability has a limit per loss of \$3,000,000 and aggregate limit of \$6,000,000 (versus \$2,500,000 limit and \$5,000,000 aggregate)
- Crime extensions have an increased limit from \$200,000 to \$500,000

A future partnership with Aon will achieve the lowering of your total cost of risk, improving your exposure with a proactive risk control program, and provide a controlled approach to claims, all while giving you the luxury of crafting each aspect with only your interests in mind.

Questions and Responses as requested by RFP

2.3.2 Managing General Agent (MGA):

Brokers using the services of a Managing General Agent (MGA) must demonstrate that the MGA meets the following qualifications:

a) the MGA must be licensed to operate in Ontario,

Aon is fully licensed to operate in Ontario. A copy of Aon's RIBO certificate can be found in Appendix 6 (P. 61) of this document.

b) must utilize Insurance Companies that are licensed to operate in Ontario and have demonstrated financial stability and longevity insuring municipal risks,

As part of Aon's commitment to protecting clients against risk, we only select insurers that are well managed and financially sound. We base our recommendations on available evidence and representations, selecting only those insurers who can reasonably be expected to fulfil their claims obligations.

Our security requirements dictate that insurers maintain financial ratings as follows: A.M. Best, S&P, or Fitch rating of A- or better with a policyholder surplus of \$100M.

Aon is the largest commercial insurance brokerage in the world, giving us unparalleled leverage with insurance markets. Our clients require Aon to provide innovative products and solutions in the most effective and efficient manner. One of the ways we do this is through the creation and provision of facilities.

Aon-exclusive facilities provide an alternative market option to meet the insurance and risk management needs of our clients. They are designed to meet the needs of clients with similar risk characteristics and can support single or multiple lines of business. They can also be supported by single or multiple markets or a combination of these.

- Facilities provide direct in-house access to underwriters dedicated to Aon, and streamline the process to contact local and London markets
- Facilities offer competitive market wordings and pricing and are continuously being enhanced to meet the needs of our clients

Benefits to clients

- Broader coverage than generally available in the marketplace
- Competitive or superior terms
- Timely receipt of quotes and policy documentation

Facility details

This is an exclusive-to-Aon facility that further solidifies our position as the predominant broker of choice for public entity risks across Canada. Through industry leading expertise, enhanced coverages and wordings, this solution provides unmatched value to our clients.

Client benefits of this exclusive underwriting facility

- Security of first class and financially strong insurers
- Superior wording and pricing
- Very broad cover and limits
- Simple application and quote process
- Long-term commitment and expertise
- Able to meet contractual requirements
- Enhancement of the claims services

AM Best rating

Aon's senior debt ratings at December 31, 2013 were A- with a stable outlook (Standard & Poor's), BBB+ with a stable outlook (Fitch, Inc.), and Baa2 with a positive outlook (Moody's Investor Services). Our commercial paper ratings were A-2 (S&P), F-2 (Fitch) and P-2 (Moody's). During 2013, Standard & Poor's upgraded their rating of our senior long-term debt from BBB+ to A-. Additionally, Moody's Investor Services changed their outlook from stable to positive.

Aon Risk Solutions is a subsidiary of Aon plc (NYSE: AON). We can confirm that Aon plc has offered over a century of stability and our financials are among the strongest in the industry.

Price Stability

Annual Premium Change			
Year	General Liability	Property	Owned Automobile
2014	1-4% excl. Claims	1-4% excl. Claims	1-4% excl. Claims
2015	1-4% excl. Claims	1-4% excl. Claims	1-4% excl. Claims
2016	1-4% excl. Claims	1-4% excl. Claims	1-4% excl. Claims

Insurer's Financial Ratings and Experience in Facility

Municipal Facility Insurers			
Insurance company and website address	Coverage line(s) offered	Total years in the facility	Insurer financial rating
Amlin Syndicate – Certain Underwriters of Lloyds' http://www.amlin.com/	General Liability, Umbrella Liability	5	A
Northbridge General Insurance Corporation https://www.nbins.com/	Property, Boiler, Auto	5	A
AIG http://www.aig.ca/	Accident coverages	10	A

A copy of our insurer's A.M. Best Ratings can be found in Appendix 5 (P.56) of this document. All are licensed to operate within Ontario.

c) must have claims settlement authority or an established Third Party Claims Administrator with the ability to settle losses in excess of the deductibles and offer claims advice and understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc...,

Aon utilizes Cunningham Lindsay as the Third Party Claims Administrator who have many years of experience and expertise of handling municipal accounts. Aon's internal claim staff will also provide advocacy to our clients to ensure they are getting the most out of their wordings and will advocate on our clients behalf against the insurers if needed.

d) resources must be offered to the City for access to specialists within the organization or within the resource network for such issues as claims handling, loss control and exposure mitigation.

Aon has many specialists and resources available to our clients to help assist them in their risk management activities. Aon employs specialists in the fields of Risk Control, Claims Management, Claims Advocacy, Risk Management, Construction and Cyber Breach Response amongst others. These specialists can be utilized to achieve outcomes that are beneficial to the City and help it reach its risk management goals.

In terms of resources, Aon provides many different services for its clients free of charge. These services are outlined in the Risk Management Services (P.42) and Value-Added Services (P.45) sections of this document and we recommend that our clients utilize as many of them to help lower their total cost of risk and stay ahead of industry or regulatory changes.

e) demonstrates industry sector best practices,

Aon is constantly communicating with our clients about new practices and regulatory requirements that could affect our clients and their operations. Aon takes pride in staying on the forefront of technology with respect to risk management and insurance. Aon's staff also attends numerous conferences and municipal zone meetings to ensure that we are staying in touch with the municipal environment and changes to best practices. These conferences include the Rural Ontario Municipal Association (ROMA), the Ontario Good Roads conference, and the Society of Public Insurance Administrators of Ontario.

f) must provide claims run, claims data specific to claims experienced by the City of Sault Ste. Marie on request or on a reporting basis as agreed to by the City.

Claims runs and claims data specific to claims experienced by the City of Sault Ste. Marie will be provided upon request or on a basis specified by the City. Online access can also be granted to specific members of City staff so that they may view real-time updates on their claims.

2.5.3 Experience and Services of Insurer and/or Managing General Agent (MGA) (This section is intended to be completed by the insurer or MGA however; the broker may elect to answer these questions on their behalf.)

A) Provide a brief description of your firm, including the following:

- **profile of the Insurer and/or MGA firm, including the correct name and address under which the firm carries on business,**

Aon plc (NYSE:AON) is the leading global provider of risk management, insurance and reinsurance brokerage, and human resources solutions and outsourcing services. Through its more than 69,000 colleagues worldwide, Aon unites to empower results for clients in over 120 countries via innovative and effective risk and people solutions and through industry-leading global resources and technical expertise. Aon has been named repeatedly as the world's best broker, best insurance intermediary, best reinsurance intermediary, best captives manager, and best employee benefits consulting firm by multiple industry sources.

Aon Risk Solutions™ is Canada's leading insurance brokerage and risk management firm. Our teams deliver innovative customized risk solutions to drive measurable value through unmatched tools and capabilities.

Aon's structure is designed to help you address two of the most important issues in our economy today: risk and people.



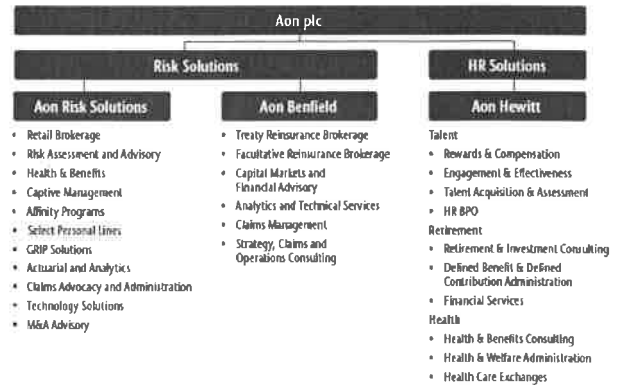
By combining forces and aligning capabilities with Aon Hewitt, which provides industry-leading human resource consulting and outsourcing solutions, and Aon Benfield, a reinsurance brokerage and full-service capital advisor, we bring together experts who can help you respond to complex talent and financial goals.

A copy of Aon's latest annual report can be viewed and downloaded from aon.ca

Aon's HST number is 10444 4880 RT0001

The Aon Toronto Branch would service the City of Sault Ste. Marie account from its offices located at 20 Bay Street, Toronto, Ontario. The Toronto branch has been providing services locally since 1985. It is a full-service Aon office employing 120 professionals working in the roles of broking, claims, risk control, and consulting.

Aon's Toronto Branch is responsible for the insurance programs for 18 municipalities, 3 regional districts, various municipal owned organizations and enterprises as well as insurance programs for provincial bodies and various provincial crown corporations.



- ***the number of years that your organization has provided insurance coverage to municipal clients,***

Aon has been providing insurance coverage for municipal clients for over 25 years nationally.

- ***the size of the organization nationwide and/or worldwide, and a description of the types of clients written,***

Aon is a full-service brokerage that services clients both across Canada and the world in numerous different industries. Industries include Construction, Aviation, D&O, E&O, Financial Services and Public Sector. Types of clients include public entities, private companies and large multi-national organizations.

Aon employs 1,600 colleagues in Ontario across 23 different offices. In terms of global presence, Aon employs roughly 50,000 colleagues in 500 offices which service clients in 120 countries. Aon is one of the largest insurance brokerages in the world with respect to revenue and Aon can leverage its size and premium placed to get the best price and coverage for our clients.



- ***the number of municipal accounts written in Canada,***

Some of the highlights of Aon's involvement and dedication to the public sector are as follows:

- Dedicated group of public entity professionals with in-depth industry knowledge and experience
- Aon manages the insurance and risk portfolio of over 700 municipalities in Canada
- Nationally Aon has developed an airport liability program which provides risk management and insurance services to over 350 airports in Canada
- Aon Hewitt, a global human resources services consulting firm, is a prime consultant for many public sector group benefit plans across Canada
- Construction is a major cost and risk exposure in the public sector. Partnered with Aon's national construction group, our public sector team can provide cradle to grave services for your construction projects.

- **identify three accounts of similar size to that of the City of Sault Ste. Marie insured by your organization,**

Three accounts that are of similar size as Sault Ste. Marie which Aon manages include the City of Vaughan, The City of Thunder Bay and the City of Ottawa.

- **describe the municipal claims process and describe the settlement authority for losses above and below the SSM deductible,**
- **identify markets used to underwrite the various policies quoted and their most current financial rating,**

Municipal Facility Insurers			
Insurance company and website address	Coverage line(s) offered	Total years in the facility	Insurer financial rating
Amlin Syndicate – Certain Underwriters of Lloyds' http://www.amlin.com/	General Liability, Umbrella Liability	5	A
Northbridge General Insurance Corporation https://www.nbins.com/	Property, Boiler, Auto	5	A
AIG http://www.aig.ca/	Accident coverages	10	A

A copy of their A.M. Best ratings can be found in Appendix 5 (P.56) of this document.

- **describe services offered to the City of Sault Ste. Marie in addition to the provision of insurance coverage and claims service including:**

Our tailored solutions consider the needs and capabilities of your City's resources and the nature of your unique risk profile. These solutions also consider your operational and financial challenges, while striving for sustainable improvement over the long-term. Aon is well-positioned to provide the following services:

- **Policy audits** – to determine if there are any gaps in your current program and ensure that you have the most up-to-date enhancements available in the market place for each line of coverage
- **Alternative risk study** – a thorough analysis of your current insurance program and its exposure to loss, to determine the correct amount of premium your organization should be paying, taking the mystery out of predicting insurance costs from year to year
- **Examining any regulatory or legislative changes** – one of Aon's key differentiators is our Legal and Research Practice (LARP), a dedicated and exclusive legal advisory arm of Aon with extensive litigation, claims and corporate counsel experience
- **Knowledge of industry trends** – by combining our significant experience in the industry with proprietary tools, such as the annual Canadian Insurance Market Report, we can provide insight into the constantly evolving trends and challenges unique to you
- **Risk identification** – to gain understanding of your risk, level of risk tolerance, operations, and then identify coverage gaps and provide risk management recommendations
- **Claims** – to advocate on your behalf and protect your interests in the claims process, including interpreting coverage and negotiating to ensure your policy responds appropriately.
- **Policy placement** – to develop and execute a marketing strategy which includes a review of all policies, limits, extensions and negotiation with insurers

- **Program design** – to review your current insurance program and, if necessary, design a structure that best enhances coverage by taking into account risk appetite and market conditions
- **Contract reviews** – to determine insurance obligations and the effect they have on limits and deductibles
- **Market security** – we monitor and review the financial health of insurers sourced by Aon. Changes in status are communicated in real time through the account team
- **Risk control** – We deliver comprehensive and specific risk control services that assist our public sector clients to successfully manage public and workplace safety, regulatory compliance and related risks. Our consultants can provide a comprehensive service that identifies your cost drivers which facilitates the development of cost-effective solutions. They assist with training and implementation of effective risk control processes, and behavioral enhancements designed to control or eliminate hazards

- ***Identify seminars available, to be provided in the City of Sault Ste. Marie and outside the City of Sault Ste. Marie along with any associated costs,***

Aon employs a team of experts who are capable of delivering presentations and seminars on a variety of topics related to insurance and risk management. Working from the results of the Risk Register outlined above, Aon will work with the City to design a program to ensure that these policies, procedures and best-practices are integrated throughout the client's organization. As part of this program, we commit to delivering a minimum of 2 training sessions per year, on topics mutually agreed-upon by the City and Aon. These sessions will be delivered at no cost to the City and will be on topics that are relevant to and chosen by the City of Sault Ste. Marie.

Aon also retains a database of technical white papers that can be used to ensure that best practices and procedures are being followed with respect to risk management. These are available in both online and hard-copy formats. Some topics include:

- Cyber Threats
- Wildfire Protection
- Tire Maintenance

Samples can be found in the Knowledge Sharing Tools & Resources section (P.44) of this document.

- ***Identify any availability for a representative of the City of Sault Ste. Marie to participate in a client forum,***

Aon would be happy to have a representative from the City of Sault Ste. Marie participate in a client forum. These client forums occur roughly twice a year and allow Aon and its clients to get together to discuss pertinent risk management topics and best practices that some clients may be utilizing or may be interested in utilizing along with answering any questions they may have about Aon's services or coverages.

- ***Identify risk management services provided and any costs associated with the risk management services,***

Please refer to the Risk Management Services (P.42) portion of this document for information about risk management services that are offered to our clients as well as example of risk management activities that Aon has helped its clients achieve in the past year. These services are inclusive of the premium price.

- ***Identify and further benefits or services provided not included above, and any costs associated with these services.***

Please refer to the Value-Added Services (P.45) and Claims Management Services (P.41) sections of this document for more information about additional services offered by Aon. These services are inclusive of the premium price.

B) Administration of Claims

1. *Provide details of how your company handles the settlement of claims and how the authority for settlement is managed for:*

- ***All Property and Casualty claims falling below the SSM deductible,***

Example: Slip and Fall Claim

- Report to your current local adjuster for investigation or staff trained legal staff
- Current adjuster/staff reviews and determines claim could be settled for less than 50% of deductible (\$100,000)
- Current adjuster/staff investigate claim and collect all pertinent details to justify the claim against The City
- Head of Legal/Insurance authorizes payment to third party
- The City controls cost of the claim all within the deductible.
- If the claim from the investigation is determined to be more than 50% and meets various criteria as laid out in the "Claims Protocol Guidelines"(CPG), as agreed, claim will be submitted to Third Party Administrator(TPA) as arranged and included in the CPG via email or telephone for further instructions.
- TPA and The City's adjuster will discuss with Head of Legal/Insurance next steps and inherit all additional costs associated with reporting to TPA.
- If claim is settled within the deductible and there appears to be no further repercussion any related reserve will be taken down by the TPA.

- ***All Property and Casualty claims settling above the SSM deductible,***

Example: Slip and Fall claim

- Report to your current local adjuster for investigation or staff trained legal staff
- Current adjuster/staff reviews and determines claim could be settled for more than deductible (\$100,000)
- Current adjuster/staff investigate claim and collect all pertinent details in assessing potential damages to Third Party(TP) and report to TPA
- TPA will provide further instructions to the City Adjuster in requesting further assignments to collect relevant facts and data to assist in guidance of claim settlement with TP
- If the claim received Statement of Claim (SOC) outlining details of the impending legal action The City's adjuster/ head of insurance will send through immediately to TPA
- TPA and The City's preferred lawyer or TPA assigned(rare case) appropriate lawyers and will discuss with Head of Legal/Insurance next steps to defense.
- Consultation with TPA/The City / The City's Lawyers throughout with regards to the claim progression to settlement.
- Claim paid at conclusion subject to The City's deductible

- ***Automobile claims with settlement falling below the SSM deductible,***

Example: Large plow strikes a third party

- Claim notice is received within The City's staff reporting
- Staff reports directly into Insurer as per the CPG.
- Insurer internal automobile adjusters have claims response metrics that require communication within a set amount of time and when contact made will review details of claim as per investigation e.g., Police Reports, Witness statements, The City's Adjusters(Statements)
- Physical damage appraisal is completed and assignment of repair facilities and review of insurer position with respect to direct accident benefit potential payments to The City plow operator.
- Insurer will make internal contact with TP insurers to determine fault settlement with respect to Direct Compensation Damage to third party vehicles

- Insurer to responds to TP insurer regarding any further subrogation details. e.g., potential accident benefit reimbursement and physical damage reimbursement
- The City will reimburse the insurer for amounts with respect to deductible other than any adjusting expenses unless incurred by adjusters to do outside investigative assignments as appointed by The City's insurer.

• Automobile claims with expected settlement above the SSM deductible.

Example: Large plow strikes a third party

- Claim notice is received within The City's staff reporting
- Staff reports directly into Insurer as per the CPG.
- Insurer internal automobile adjusters have claims response metrics that require communication within a set amount of time and when contact made will review details of claim as per investigation e.g., Police Reports, Witness statements, The City's Adjusters(Statements)
- Physical damage appraisal is completed and assignment of repair facilities and review of insurer position with respect to direct accident benefit potential payments to The City plow operator
- Insurer will make internal contact with TP insurers to determine fault settlement with respect to Direct Compensation Damage to third party vehicles
- Insurer to responds to TP insurer regarding any further subrogation details e.g., potential accident benefit reimbursement and physical damage reimbursement
- Claim will be settled subject to deductible.

A description of this process describing an example from the start of the claim to completion would be appreciated.

2. Describe your procedure for Police claims involving both abuse and assault and battery allegations against officers.

Our policy covers both Abuse and personal injury arising out of "False Arrest, detention or imprisonment" we have provided a sample of the wording t below that displays positive coverage within the wording with definitions of these actions. It is understood that at the time of receiving an action against a police officer executing on the duties of his/her job that allegations may be included in a statement of claim for bodily injury arising out of their actions that are within the boundaries and duties of the job of a police officer as outlined in the Ontario Police Act. Subject to deductible including defense unless it becomes clear at one point in the defense that injuries have been proven to be caused outside of the responsible actions of a police officer in the duties of their job and by law prohibits a third party defense provided by an insurance policy.

PERSONAL INJURY:

Personal Injury means injury, including consequential **Bodily Injury**, arising out of one or more of the following offences:

- a) False arrest, detention or imprisonment;
- b) Malicious prosecution;
- c) Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
- d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f) Humiliation;
- g) Libel, slander or defamation of character;
- h) Discrimination, unless insurance therefore is prohibited by law.

SEXUAL ABUSE:

Sexual Abuse means any form of contact, attention, demands, or a pattern of jokes or insults in which a person has not voluntarily consented and is threatened, coerced, harassed or forced to engage against their will constituting a sexual offence under the Criminal Code of Canada or similar statute.

- 3. Does your firm subcontract to a third party claims administrator? If so, are any costs or fees of this administrator charged to the municipality for this service? If so, please estimate the yearly costs of this service for SSM based on the claims information provided in schedule B. (Note: These estimated, additional costs will be added to the premium presented by the proponent in the calculation of the total cost of insurance for the purpose of this RFP.)**

Yes, our firm subcontracts to a third party claims administrator, Cunningham Lindsay. There will be no fee associated with the TPA assigned to The City. TPA behaves as the reporting agent of the Insurer. All automobile claims adjusting cost will be the responsibility of the Insurer and will incur third party adjuster cost when they see appropriate unless The City has a direct third party contract with respect to physical damage only claims where The City utilizes an Adjusting firm to settle these type of claims to assist with The City's administration below deductible.

C) Communication

Provide a description of the means by which you would keep abreast of the City's activities, exposures and ongoing needs.

Aon will work to become a strategic partner with the City of Sault Ste. Marie as opposed to just providing insurance coverage. Aon will align its program with the City's strategic goals, including its risk profile and risk tolerance, to build a risk management program that will drive value to the City both now and in the future.

Aon's municipal staff is constantly monitoring the market for new insurance coverages for our clients and receives updates from our Legal and Research Practice (LARP) on risk management or judicial cases that are important and pertinent to our clients. We will then ensure that this information is passed on to our clients through email blasts, phone calls or meetings/seminars.

In terms of the City's individual activities, needs and exposures, Aon's staff will ensure there is clear communication between all parties involved in the insurance and claim processes. Aon will hold quarterly meetings or conference calls with the City's staff to go over any issues or discuss new projects or strategic initiatives that could impact the insurance coverage to ensure that the City's assets are properly protected. Aon's staff is also available to the City at any time needed to go over time-sensitive issues or high-importance issues that need further information.

The Aon OnBoarding Timeline

Aon is committed to ensuring a smooth transition when changing insurance carriers. Your Account Executive, Terry Patterson, will be your main point of contact for any questions or concerns during the onboarding process and is happy to assist you in any way during this process.

Our goal is to make the transition process as easy as possible for our clients. Aon's full suite of services and staff are available to our clients during this period to make this process as easy as possible. The following is a list of transition services that will be deployed once the client has chosen Aon as their insurance carrier:

- Placement of purchased insurance program coverage as requested by the City
- Complete review of all current policies to ensure adequate coverage in place and no gaps in coverage
- Assist in the completion of required applications for insurers ie General Liability including all fuel storage tanks and landfill sites, Crime and Automobile questionnaires along with Garage and Cyber applications.
- Providing Motor Vehicle Liability Cards (pink slips) for insertion in automobiles prior to effective date
- Providing policies with 30 days of entering into the insurance contract
- Preparation, delivery and tracking of certificates of insurance
- Boiler and machinery inspections and provision of certificates of compliance
- Preparation of client service plan and stewardship report
- Liability and property loss control services including assessments and inspections
- Assistance with designing self-audit tools
- Assistance with designing in-house training and information programs

Broker appointment	Confirm risk information and update of claims	Review of Claim service requirements and establish reporting guidelines	Review final policy documents	Completion of transaction activities
Week 1-3	Week 3-4	Week 5-8	Week 9-12	Week 13-16
Aon / City Set up "On-boarding" meetings with Municipality Organize all required application to be completed with the assistance of Aon Team Eliminate and qualify all subjectivities of underwriter to ensure compliance Request updated claims experience Confirm and update all final details or adjustments to be added to quoted program and included in the new policy documents	Aon Copies of documents & latest wordings to review for any gaps Confirmation – no outstanding agreements / endorsements, premium payments due to/from insurers/Municipality Review terms received on additional options received from insurance carriers on additional coverages requested Finalize Report formats and timelines	City & Aon Issue all required documentation and invoices for insurance renewal Introduction to claims advocacy and claims administration team Approach to claims handling and delivery of finalized claims protocol document Establish claims reporting requirements and timelines Overview of risk management program and establish key future dates for service activity	City & Aon Meeting to discuss outcome of review and Aon's recommendations on insurance Completion of risk management seminar and delivery of Risk Register	City & Aon Completion of all transition tasks Confirm all details have been reviewed for effective transition

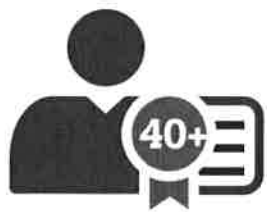
We will work with you to confirm the first date written for each of the coverages outlined below along with a written statement : "this is to confirm that all known circumstances or potential claims and or claims have been presented to prior insurer for the following below policies and time periods":

- EIL – (1st EIL policy carried)
- Abuse – (Date 1st carried)
- EBL – (Date 1st carried)
- Admin E&O – (Date 1st carried)

In order to ensure that there are no gaps in coverage or service interruptions, the following information is needed as soon as possible from our new clients:

- Any known and unreported claims relating to Pollution and Errors & Omissions Liability exposures
- Updated Claims summary from expiring markets
- Updated Property, Automobile and Drivers schedules for accurate placement on binding

Using this information, Aon will be able to streamline the placement of your insurance coverage and deliver policies as soon as required.



40+
years' experience
serving public entity
clients in Canada

10 National Centre of Excellence – Public Sector
brokers placing **\$185M** in insurance premiums
annually for public entities in Canada

\$5B

in annual insurance
premiums placed for public
entities across the globe



60+ colleagues around Canada form
Aon's Public Sector Practice

1000+ Towns, townships, villages, counties,
municipal districts, and municipalities

1 Federal government & **3** Provincial governments

400 Aboriginal communities
and tribal councils

9 Municipal gas and electric distribution
utilities (transmission and distribution)

350 Airports

20 Crown corporations

100+ Non-profits

7 Large publicly-traded utilities
(generation, transmission and distribution)

342 Educational institutions
and school boards

Service Team

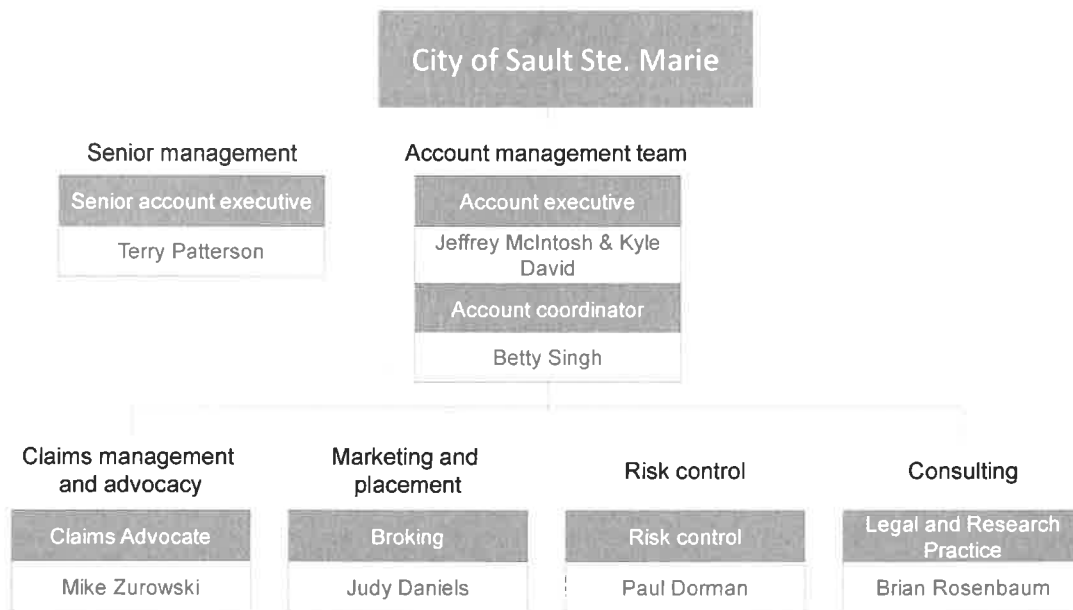
Aon's Public Sector team

Aon's Public Sector team has over 100 years of experience serving public sector clients. When servicing your needs at the local level, our offices are fully integrated with a global network of professionals in insurance, business economics, finance, taxation, accounting and risk management.

Our emphasis is on problem solving. We become a partner in the risk management process, engaging you in an exchange of ideas to develop the broadest possible set of solutions for your insurance needs.

Availability of specialists

Focused on driving initiatives and results, as directed by the City of Sault Ste. Marie, are the core team members, broking and claims specialists and additional resources noted below. These individuals provide specialist advice and support in the areas of claims, risk strategy and consulting, and risk control. Aon's philosophy is **"Helping clients, or helping colleagues help clients, is the responsibility of everyone on the service team."** The team is flexible in responding to the needs of the City of Sault Ste. Marie. Your account will be serviced out of our Toronto office.



Team Profiles

Aon Municipal Practice Team

Name & Title	Title, Role & Brief Description of Experience	Yrs. Municipal Insurance experience	RIBO License Y/N
Terry Patterson <i>Senior Vice President, Municipal Practice</i>	Terry has been involved in the insurance business since 1988 where he has worked as an insurance broker, claims adjuster, and marketing representative at various organizations. He has worked exclusively on municipal risks since 1998. In the last 18 years Terry has directly assisted municipal administrators to manage their insurance and risk management requirements. His skills include experience in property, liability, accident, environmental and critical illness insurance policy wording development. He has directly participated in the development of manuscript wordings to meet the public sector clients' distinct needs. In addition to maintaining market relations he has successfully managed a team and participated on a National Executive Committee tasked with the oversight and due diligence of a national insurance brokerage. Terry has a Bachelor of Arts degree from Wilfred Laurier University and holds a RIBO, CRM, and FCIP designation.	24	Y
Paul Dorman <i>Senior Vice President, Municipal Practice & Risk Control Consultant</i>	Paul has specialized in municipal insurance for over 30 years where he has provided insurance and risk management solutions to municipal entities and non-profit groups across Canada. Early in Paul's insurance career, he tasked himself with creating a comprehensive insurance package for all municipal clients that best covers all aspects of a municipal entity. With the development of a competitive offering, his second objective was to increase market penetration in Ontario and later across the country. This later evolved and developed into a complete insurance and risk management program offering which has benefited municipalities and non-profit groups across the country. As a former underwriter, commercial broker, and independent adjuster, Paul meets regularly with specialists in the municipal arena and continues to use this diverse expertise to benefit his Canadian clients. Paul holds a CRM designation and has achieved his Fellowship Designation in Risk Management.	35	Y
Judy Daniels <i>Vice President and Broker</i>	Judy started her career at Reed Shaw Osler (Aon) in 1973 and, although only recently returning to Aon, has worked in broking as well as account management at a number of large insurance brokers for the majority of her career. Judy has considerable experience and understanding in risk assessment and coverages especially in, but not limited to, commercial property, liability, umbrella, commercial automobile, and errors and omissions liability. She has worked with Canadian, as well as the U.S. and UK insurance markets. Judy is very familiar with the nuances of the Canadian public sector environment and has a strong knowledge of both the municipal acts and the insurance needs of public entities. She has specialized in municipal business for the past 7 years both in broking and account	9	Y

Name & Title	Title, Role & Brief Description of Experience	Yrs. Municipal Insurance experience	RIBO License Y/N
	management with a focus on the large GTA municipalities.		
Betty Singh <i>Vice President and Broker</i>	Betty started her insurance career in 1991 at Aon Reed Stenhouse Inc. and then went on to work at various brokerages where she gained experience in municipal insurance, communications, manufacturing, retail, and long-haul trucking industries. Betty recently re-joined Aon after 10 years consecutively servicing municipal clients at a leading insurance firm. Betty holds a RIBO, CIP, CAIB, and CRM designation, and is also licensed to transact business in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island, and Saskatchewan.	15	Y
Jeffrey Musser <i>Account Executive</i>	Jeffrey has 18 years of experience specializing in volunteer firefighting Insurance. He joined Aon in November 2015 after working as an account executive in public sector for 9 years. He is the District Fire Chief in his home municipality and has effectively utilized his experience to understand the unique risks present in all firefighting activities. Jeffrey holds a RIBO, Level 2 Life License, and his Fireworks Supervisor Level 1.	9	Y
Jeff McIntosh <i>Account Executive</i>	Jeffrey is a graduate of McGill University where he obtained a bachelor of commerce focusing on International Business & Global Strategy. He has been working in the insurance industry for over 6 years in various capacities, with the past 5 being specialized to the municipal business in Canada. Jeff has expertise in municipal risk management and insurance, with a strong focus on finding new technologies and services that can help clients better manage their risk and exposures. Jeffrey holds a RIBO and CRM designation and is working towards his CIP designation.	5	Y
Kyle David <i>Account Executive</i>	Kyle Graduated from Conestoga College where he completed the Managerial Studies program. Following graduation, Kyle has worked in a variety of business development roles in financial services where he has both procured and provided insurance solutions in the public sector. Recently, his focus has been on servicing public specialty clients by providing additional and value added coverages. Coverages include event and facility users programs that are delivered through web based platforms that are cost effective and mutually benefit both parties. Kyle holds a RIBO and CRM designation and is currently working towards his CIP designation.	3	Y

Name & Title	Title, Role & Brief Description of Experience	Yrs. Municipal insurance experience	RIBO License Y/N
Mike Zurowski <i>Vice President & Senior Claims Consultant</i>	Mike joined Aon in July 2000 in Vancouver as claims consultant and is now based in Toronto. He has over 36 years claims experience. Mike has a background as a claims examiner for insurers, staff adjuster, branch claims supervisor, independent adjuster and claims consultant. Mike has experience with Commercial property, GL, E&O, professional liability, D&O, municipal liability, builders' risk, COC, wrap-up liability. Mike is bilingual and has extensive experience working with the London market. He holds a CIP Designation.	15	Y
Brian Rosenbaum LL.B <i>National Director, Legal & Research Practice and National Practice Leader, Aon Cyber and Privacy Group (ACAPP)</i>	As National Director for Aon's Legal & Research Practice, Brian provides expert risk transfer counsel and solutions to many of Canada's most prominent corporate executives and boards. He is a leading authority on insurance matters dealing with management liability and regularly contributes to prominent industry publications on these issues. Brian is also a Privacy and Cyber risk specialist and has published and spoke on numerous occasions regarding executive and privacy risks and associated risk transfer products. Brian will be available to consult with clients, where practical. Brian has been with Aon since 2006 and is a graduate of Osgoode Hall Law School and a member of the Ontario Bar.	NA	Y

Aon Client Promise

Developed and launched globally in 2009, the Aon Client Promise® is the industry's only globally uniform, needs-based methodology for serving clients. Aon Client Promise® represents our commitment to understanding and addressing your unique business and risk management objectives through discovery, a consistent methodology, and support of your client needs.

The Client Promise process begins with a discovery meeting between the account executive and the City of Sault Ste. Marie. This meeting allows Aon to gain a deeper understanding of your business goals, objectives and key priorities for the upcoming year. Aon will use the information from discovery to develop recommendations that meet the City's most important needs. These discussions are captured in a Client Promise Plan, which formalizes strategies that address your top priorities.

Throughout the year, your account executive will refer to this plan to ensure that the account team is providing service that complements your ongoing risk management strategy and objectives. Your service team is familiar with the wide range of resources available throughout Aon and they will introduce you to the resources that will help you meet your goals.

Aon Client Promise methodology

We believe regular, open and honest dialogue with clients is the most effective method of ensuring client satisfaction. Our focus is simple and we strive to deliver superior client value.

The Aon Client Promise is not just about words. We partner with our clients through a simple process to track our progress toward delivery of our promises:

The Aon Client Promise methodology:



1) Discover

We will collaborate to understand both your near- and long-term business priorities, how we can add value to your organization, and help you respond to changing market dynamics.

2) Develop

We will jointly author a plan to define how we will work together during the year, outline our commitments to you, and define how we will measure our success.

3) Deliver

We will follow through on our plan, execute with excellence and track outcomes.

4) Review continuously

We will seek your input on how we are doing both through informal feedback sessions and annual surveys.

Proposed Service Plan

Activity	Timeline	
Insurance placement and renewal process	Review working papers Aon will supply the City of Sault Ste. Marie with a renewal request package to assist the City in the gathering and preparation of the underwriting information and will provide guidance to complete the application forms	180-150 days prior to renewal
	Review of City of Sault Ste. Marie's operations - Analysis of the City of Sault Ste. Marie operations to identify and evaluate risk exposures - Includes comprehensive policy review and recommendations for enhancement to existing coverage - Obtain loss history for all lines of coverages from insurers and third party adjusters	120-90 days prior to renewal
	Marketing/renewal planning - Set renewal meetings to discuss any changes in operations and upcoming renewal activities and strategies - Provide report on current market conditions and current trends in the marketplace - Set premium expectations - Invite the City of Sault Ste. Marie to meet with key program insurers - Include options that are designed to limit or reduce the total cost of risk for the City of Sault Ste. Marie	120-90 days prior to renewal
	Submissions - Provide list of potential markets - Create underwriters' submissions detailing the City of Sault Ste. Marie insurable exposures, including required applications and coverage specifications	60-45 days prior to renewal
	Communication Provide progress reports as required	45-30 days prior to renewal
	Negotiations Professionally and aggressively negotiate with insurance markets to minimize cost and maximize coverage	45-30 days prior to renewal
	Renewal terms - Review and provide financial ratings of all incumbent and proposed insurers - Report on any relevant insurer or market related issues including AM Best changes, hardening or softening markets, catastrophic effects etc. - Aon will keep the City of Sault Ste. Marie informed as renewal terms are received and prepare formal renewal report detailing terms and conditions secured for each policy line	Presentation of renewal terms 30 days prior to expiry
	Implementation Bind coverage upon receiving the City of Sault Ste. Marie's instructions and issue documentation accordingly (e.g. policies, invoices, auto liability slips)	Within 5-21 days prior to renewal
	Program structure Aon will, on an ongoing basis, review the structure of the insurance program and work to achieve optimum efficiency and coverage	Continuous
	Policy language Assist with all matters relating to the interpretation of insurance policy language	Continuous
Day-to-day program administration	Aon Client Promise meetings As part of the stewardship of the City of Sault Ste. Marie's account, your account executive and/or relationship manager will conduct an Aon Client Promise review once a year to review Aon's performance and establish objectives for the coming year and provide an Aon Client Promise Plan annually documenting the renewal results, service milestones and completion of objectives	Annual
	Ad hoc advice Aon will attend to, in a timely manner, day to day servicing issues and ad hoc questions, requests and inquiries, as related to any policy of insurance	As required
	Open items meetings Aon and the City of Sault Ste. Marie will meet on a regular basis, and as required, to discuss issues that may arise from time to time and which could impact upon the insurance and risk management program	Meeting to take place as regularly as required

Activity	Timeline	
Day-to-day program administration	Certificates of insurance/evidence of insurance • Renewal of annual certificates of insurance, in addition to issuing any new certificates of insurance required throughout the policy term to third parties as evidence of insurance carried by the City. Aon will send e-copy of the certificate of insurance to City of Sault Ste. Marie and to the certificate holder	Within 48 hours, with the exception of urgent requests and renewal documents
	Contract review • Analysis of various contracts and agreements throughout the term, to ensure the City of Sault Ste. Marie is maintaining the appropriate insurance and ensuring appropriate risk transfer where applicable	Within 3 business days of receipt, or sooner with urgent requests
	Premium administration • Assist with preparation of premium allocations at renewal, as may be required • Review and confirm premium adjustments including additions and deletions • Prepare detailed premium invoices	14 business days post renewal for all premium administration functions

Claim Management Services

Overview

Aon's claims management and advocacy services team is compiled of over 50 individuals across Canada, including lawyers and other legal resources, who provide guidance to clients. These team members have considerable experience assisting clients with reporting claims, claims advocacy, intervening with control insurance adjusters when required, acting as liaisons with insurance company claims department and general overall support.

Aon will protect your interests in the claims process including interpreting coverage on your behalf and negotiating to ensure your policy responds appropriately. If necessary, we will also assist with the preparation of your claim submission and recommend experts in engineering, legal and accounting fields. Aon will also determine the level of engagement the City of Sault Ste. Marie wishes to have throughout the claims process and keep you abreast to changes with respect to claims submissions and payments.

Each file is unique and as such the merits of the file will reflect the negotiation and settlement strategies, which a representative of the Aon team will work to assist to complete a resolution with the insurers and considering the best interest of the City of Sault Ste. Marie. We would be prepared to co-ordinate the necessary parties and facilitate the meetings to ensure an equitable and prompt result.

Our focus is to ensure our involvement from the outset of any claim that may have potential issues and thereby avoid most disputes by controlling them in the initial stages. In the event of a dispute we will:

- Analyze the circumstances of the loss
- Obtain an expert opinion on causation, if required
- Review and interpret the coverage relating to the circumstances and include the City of Sault Ste. Marie in the review process, if requested
- Meet with insurers to advocate a coverage position on behalf of the City of Sault Ste. Marie
- Utilize Aon's National Claims expertise to develop a coverage opinion
- Consult with coverage experts and/or legal counsel, both internal and external, to provide opinions and/or assist in developing coverage opinion
- Prepare a coverage opinion supported by relative jurisprudence
- Initiate the appraisal process as an option to resolve property coverage disputes
- Recommend counsel for the City of Sault Ste. Marie to initiate formal legal proceedings against the insurer – but only as a last resort. This step has only been necessary for a few cases in the past several years
- Update the City of Sault Ste. Marie throughout the process on any updates and changes

Large claim handling protocol

In recent years, Aon has developed and implemented a specific protocol for handling large losses to make sure the proper internal and external resources are utilized for our insured's best interest. The City of Sault Ste. Marie's portfolio does qualify for this additional service and its process that your claims advocate will adhere to will be as such:

- Any claim that generates a reserve of \$100K or greater shall have a large loss report sent via email to the account management team, the designated risk control consultant, and the designated broker as well as the region risk control leader, national brokering director, national claims director, claims leader, appropriate branch management, and Aon' Public Sector Group segment leader.
- Aon's risk control team will prepare a further written procedure that will define the scope of this initiative and will ensure that any claims information is always handled under strict confidentiality.
- On any claim where a site visit by Aon is being proposed, the claims advocate shall involve the region risk control leader in any discussions with the account manager, regardless of the size of reserve
- Any Aon colleague involved in a claims site visit will act and operate under the strict direction of the most senior claims person leading the visit team and any reports will be reviewed by the region risk control leader before releasing it to claims
- The Aon claims team manages and reviews a quarterly listing of all large losses (over \$100,000) in order to determine any potential lessons/trends, which is then communicated to our clients
- The Aon claims team engages Aon's risk control team wherever there is a frequency of claims that, although under the \$100,000 threshold, may be reflective of tendencies or trends in a particular account, that may deserve closer scrutiny by RCS.

Policy coverage and claims negotiation

We call upon our experience and broad understanding of policy contract language to deal with most policy coverage issues. If the problem is more complex, we will conduct research for jurisprudence that may substantiate a coverage opinion and submit that opinion in writing to the insurer for review. We have an in-house legal resource that can assist in obtaining supportive jurisprudence and provide guidance on the written opinion. We can also seek the advice of outside counsel.

Our strong relationships with the claims staff at the major insurance markets provide us with the ability to resolve most coverage issues and we would utilize those relationships to lobby on your behalf. We are very successful in resolving most of the coverage issues that we are confronted with but for those issues that we believe coverage to be triggered but cannot convince insurers to respond we will, as the last resort, recommend that our clients pursue legal recourse. As part of our claims advocacy, we have had numerous dealings with accounting firms that specialize in business interruption losses. We can also provide the names of a number of appropriate legal counsels that may be able to assist in that action.

On more complex claims, Aon frequently advocates on behalf of clients on coverage disputes with insurers and adjusters. Using Aon's knowledge of the issues and relationships with insurers, adjusters, accountants and lawyers, we use our leverage to work the areas where coverage is not certain, in other words the "grey areas", to bring coverage where insurers say there is not.

Claims advocacy

Aon has the advantage of having several senior staff with many years of experience, and as such, when dealing with claims and we can bring this experience to bear on any contentious issue. One of the most important factors is our relationships with the senior claims personnel at the major insurance markets. We have a mutual respect for each other's integrity and professionalism and it minimizes many issues that can arise.

We also have in-house legal resources to assist, where necessary, in developing opinions to assist in triggering coverage.

Complex claims advocacy/specialty claims

For complex claims, Aon claims consultants are available to assist the local adjuster to maximize recovery from your carriers. Aon has a professional staff of claims experts and claims attorneys for all major exposures.

Aon has established high levels of expertise in all relevant claims management disciplines:

- | | |
|------------------------|--------------------------|
| ▪ Claims analysis | ▪ Litigation management |
| ▪ Investigations | ▪ Information management |
| ▪ Reserving | ▪ Claims resolution |
| ▪ Loss cost management | ▪ Forensic accountants |
| ▪ Recovery | ▪ Legal expertise |

Claims processing services (in-house)

- Recording and tracking loss experience: Aon will arrange to provide loss information summarizing the status of all outstanding claims reported, until such time as all claims are settled/closed, along with a monthly bordereaux detailing status of all claims
- Managing an abeyance system to ensure periodic follow up with the City of Sault Ste. Marie and with the adjuster
- Development and distribution of a claims manual
- Preparation of claims-handling specifications in conjunction with your insurers, including a crisis response plan and team, where required
- Advocacy to protect the City of Sault Ste. Marie's interests in the claims process, including interpreting coverage on your behalf and negotiating – if required – to ensure your policy responds appropriately. If necessary, we will also assist with the preparation of your claim submission and recommend experts in engineering, legal and accounting fields
- In-house legal resource (nationally and regionally)
- Claims audits and satisfaction surveys
- Receipt and reporting of claims to insurer from the City of Sault Ste. Marie's personnel
- Managing relationship with the City of Sault Ste. Marie's preferred third party adjuster

Loss reporting and claims assistance

If assistance is required with first reporting, we will notify your carriers of claims and lawsuits, as well as follow up to ensure that the insurance carrier has acknowledged and made appropriate contacts.

Coverage analysis

As your advocate, Aon will consult on coverage issues and facilitate resolution of claim disputes with your carrier. We review reservation of rights and denials of coverage and negotiate with carriers for further consideration when appropriate. We work with your defence counsel to assure their action plans consider your best interests, particularly when coverage issues exist.

Approach to claims

The key to successful claims management program is communication between you, your insurance carriers, and any adjusters. Our goal is to facilitate this communication so that claims administrators can minimize the losses and bring early closure to presented claims. Our primary focus in this process allows us to participate in the defence of a claim.

Our most important function is to ensure that your claims are handled promptly and cost-effectively within industry best practices. We welcome the opportunity to work with you to develop a service plan to ensure that you are receiving the services you need and value. Aon service plans typically include:

- Developing a claims management plan
- Loss reporting and claims assistance
- Claims audits and file reviews
- Coverage analysis
- Complex claims advocacy/specialty claims consulting
- Dispute resolution

Risk Management Services Provided at No Extra Cost

Aon strives to deliver the greatest value to our clients in terms of not only our insurance program but also through risk management services that are above and beyond an insurance policy. Risk Management services are those services which Aon can deliver to our clients to help them better manage their current risk and hopefully lower their total cost of risk in the future. Aon offers numerous risk management services to our clients including, but not limited to, the following:

Risk Register

Shortly after binding coverage, Aon's risk management team will conduct a half day risk assessment workshop to assist in identifying some of the organization's top risks. Once these risks have been identified and assessed, Aon will tabulate the results and provide the City with a preliminary Risk Register identifying the following:

- Top 5 risks
- Rating criteria assigned to each of the risks (likelihood, severity, forecasted stability of the risk)
- Current internal controls in place to mitigate the risk
- Potential cost of the identified risk (values at risk) shown as a range in value.

The report will follow 3-4 weeks after the assessment workshop. The information in the report will assist the City in deciding, a) whether further efforts are required to lower the potential cost of that risk, by transferring the risk or retaining the risk but adding additional controls, or, b) if the risk is at a risk tolerance level that is acceptable to retain.

Risk Management Seminars & Workshops

Aon employs a team of experts who are capable of delivering presentations and seminars on a variety of topics related to insurance and risk management. Working from the results of the Risk Register outlined above, Aon will work with the client to design a program to ensure that these policies, procedures and best-practices are integrated throughout the client's organization. As part of this program, we commit to delivering a minimum of 2 training sessions per year, on topics mutually agreed-upon by the City and Aon. These sessions will be delivered at no cost to the City.

FACTS Defensive Driving Training Program

Aon, in partnership with Northbridge General Insurance, offers our clients a full-day driver training program for their motor vehicle fleet operations. This program was designed by transportation safety professionals to help educate and train operators on industry best-practices and ways to mitigate risk. Courses are available at one of specialized training facilities, your location or a location of your choice.

Technical Publications

Aon, alone and in conjunction with Northbridge General Insurance, retains a database of technical white papers that can be used to ensure that best practices and procedures are being followed with respect to risk management.

These are available in both online and hard-copy formats. Some topics include:

- Cyber Threats
- Wildfire Protection
- Tire Maintenance

Samples can be found in the Knowledge Sharing Tools & Resources section of this document.

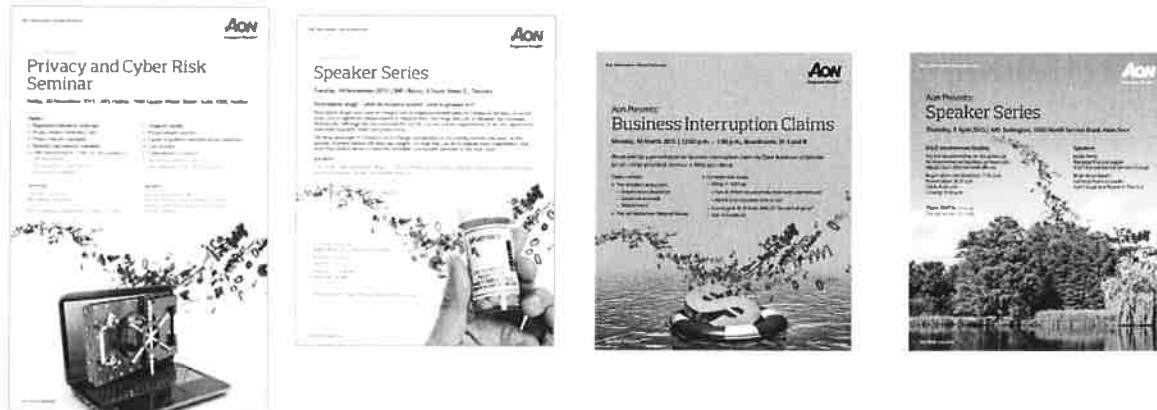
Examples of Risk Management Seminars & Training Provided to Aon Clients

Category	Client profile	Risk control service	Value to client
General risk management consulting and advice	Municipality	Aon provided general consulting advice in regards to a safety complaint by the public about bicycles on the walking paths after a bicycle hit a baby stroller on the path.	Aon provided recommendations about how to address these safety complaints and improve safety for the general public.
	Municipality	Aon performed a special site visit to review possible slip, trip and other bodily injury potentials, for insurance purposes, in relation to the outdoor flagstone terrace.	Recommendations were made around how to decrease risk and improve client's risk profile. Aon also provided a risk control report.
	Multiple municipalities and Aboriginal clients	Playground safety: Aon regularly performs playground safety inspections and risk assessments and behalf of public sector clients.	Aon helps to identify and mitigate risks that occur at public parks and playgrounds.
		Crime and arson prevention: Aon regularly performs inspections and risk reviews for public sector clients with respect to crime and arson prevention.	Aon educates clients about crime and arson prevention and helps clients identify and mitigate these risks.
		Large events: Aon provides crowd control, signs, waivers, and risk reviews for large events.	Decreased risk and informed clients of managing large events effectively.
Maximum foreseeable loss	Municipality	An MFL Study was completed in 2010 for key properties within the client's property portfolio. This study focused on examining the largest potential fire loss which could potentially occur at a particular site or adjacent sites. This review was completed in 2010 and 2012, due to the acquisition of new properties.	The MFL Study allowed the municipality to make informed decisions in regards to property insurance limits.
Security consulting	Multiple public sector clients	Aon has assisted with managing crime related loss/risk exposures through site specific and tailored programs including security based threat assessments, security audits, security plan and specification reviews, and crime prevention through environmental design (CPTED).	Aon's reviews of current policies and threat assessments identified gaps in security, which led to formalized recommendations geared towards ensuring the security programs and policies remained current and effective.
Environmental	Municipality	Aon performed a review of provincial requirements for tank assessment and certification.	Aon identified liabilities and made recommendations around how to mitigate these risks.
	Municipality	Aon performed a recreational vehicle waste hazard review and provided loss control recommendations for this transfer and what impact or controls may be required in order to be both compliant and to provide a safe environment for waste drop-off.	Aon identified liabilities and made recommendations around how to mitigate these risks.
Cyber	Multiple public sector clients	Aon has invited both clients and prospects to attend and participate in seminars and 'Lunch and Learns' regarding cyber and privacy risk. Aon also educates clients and prospects about cyber risk by distributing white papers.	Clients and prospects become more informed about cyber and privacy exposures and have the opportunity to meet with subject matter experts face-to-face and ask important questions.
	Multiple public sector clients	Aon has distributed the cyber risk diagnostic tool to both clients and prospects. This tool acts as an assessment for how the client responds to cyber risks and identifies cyber risks and exposures.	The diagnostic survey scores clients and prospects on how effectively they respond to cyber risks and provides recommendations around how to improve cyber risk management. Aon has also used the information gathered in the survey to follow up with clients and introduce them to Aon's subject matter experts.
Business continuity planning	Municipality	Aon provided client support and guidance for the development of a business continuity plan.	A business impact analysis was performed and recovery strategies were developed with the client to ensure operations are back on track promptly.

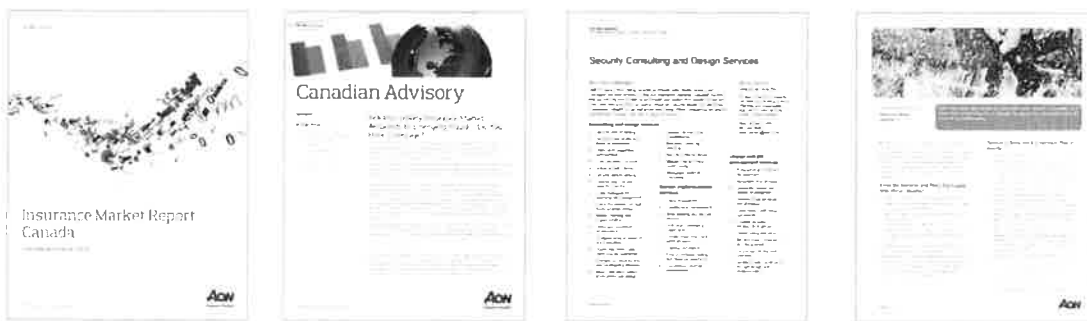
Knowledge sharing tools and resources

Illustrated below are sample of numerous tools and resources that Aon uses to proactively provide ongoing information on best practices, trends, and emerging industry to our clients.

Training and Seminars



Risk reports, bulletins and whitepapers



Tools and resources

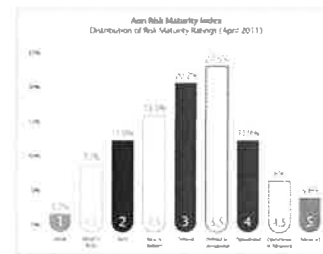
AonLine



Cyber Diagnostic Tool



Risk Maturity Index



Value-added Services

Building Evaluations, C.O.P.E. Details & Thermal Imaging

Aon will work with our clients to ensure that their properties are valued and insured correctly with respect to their C.O.P.E. details. Aon's building inspectors have many years of experience with classifying construction materials and surveying properties for deficiencies in their risk management procedures. As well, thermal imaging scans can be done to look for any structural problems such as roof leaks and water damage and for problems in the electrical system such as hotspots and overloaded circuits or wiring that could cause potential damage to the property.

Aon Rapid Response 2.0

In the face of a catastrophic property loss, government officials must quickly implement disaster recovery plans to stabilize income streams and protect business operations. At the same time, they must provide their insurer(s) with a preliminary overview of all loss and damage to ensure a suitable reserve is established and vital interim payments are release.

Aon Rapid Response 2.0 aids organizations in their mitigation efforts by deploying Aon experts directly to the catastrophe site, offering clear and concise loss mitigation guidance. Our team of professionals includes loss mitigation consultants, remediation experts, risk engineers, forensic accountants, construction estimators, security experts, former risk managers and attorneys, strategically located in all regions of the world.

Once activated, our experts arrive on the loss site within 48-72 hours after an event with the ultimate goals of minimizing the financial impact of the loss, documenting the loss and creating a claim foundation that will lead to an expedited recovery. Going well-beyond traditional broker claims support, Aon Rapid Response 2.0 clients will receive 40 hours of expertise and advice, including:

- Value-at-risk analysis using Aon's proprietary global mapping platform, ImpactonDemand.
- Coordination and management of emergency resources, remediation and restoration vendors and environmental specialists.
- Recommendations on temporary repairs and remediation needed to preserve and protect the property by an engineer or construction expert.
- Meeting with insurers to ensure initial claim reserves are accurate.

Aon's Cyber and Privacy Practice (ACAPP)

Recognizing the need to provide a higher level of cyber risk management advice and risk transfer solutions to its clients and prospects, Aon's Cyber and Privacy Practice (ACAPP) was formed in 2008. Bringing together lawyers with a wide range of legal experience and skills, specialized brokers and account representatives with extensive technology backgrounds, and high-level research analysts, ACAPP has a unique, focused mandate that is a key differentiator within the Canadian brokerage arena.

Rather than react to filed actions and investigations, ACAPP takes a proactive approach to cyber and privacy risks and monitors privacy and cyber regulatory and breach trends long before they manifest themselves into lawsuits and legal enquiries. This provides Aon with a distinct advantage – we help the City of Sault Ste. Marie assess and manage their cyber and privacy risks and create market-leading policy wording to effectively transfer that risk.

ACAPP is the only group of its kind in Canada.

Key competencies

- Broad cyber brokering capabilities
- Cyber/privacy litigation experience
- Extensive claims handling experience with major Canadian insurers
- Leveraging of deep relationships with:
 - Cyber risk insurers on both the underwriting and claim sides
 - Law firms
 - Privacy commissioners
- Exceptional legal drafting and writing capabilities
- Industry-leading research and presentation skills
- Far-reaching knowledge of privacy laws, regulations and litigation that impact cyber liability

Services

- Drafting of cutting-edge manuscripted policies and Aon proprietary enhancements to reflect emerging management liability exposures
- Real-time claims advocacy to support Aon's claims department on cyber and privacy risks
- Creation and presentation of cyber and privacy risk educational seminars for clients and Aon account executives and brokers
- Publication of the following uniquely Canadian publications:
 - The cyber and executive risk monthly newsletter At-A-Glance
 - The quarterly management liability advisory
 - Regular cyber and privacy risk alerts
- Board presentations, risk management consultations and support
- Market leading research on regulatory, legal and litigation trends that is published in industry and trade publications

Aon's Cyber and Privacy Practice

 **50+**
global dedicated professionals

 **\$400M+**
in premium placed in 2015

 **1,500+**
Professional Risk Solutions clients

 **350+**
cyber claims handled since 2012

 Industry specialist brokers
aligned
with Aon industry practices

Cyber Risk Assessment

Cyber risk has become a leading issue for many organizations as increased awareness regarding cloud computing, social media and cyber-attacks is experienced by companies across the world. In an increasingly punitive legal and regulatory environment, and in light of more frequent contractual insurance requirements specifying cyber liability, forward-thinking companies are taking proactive steps to explore and manage their cyber risks.

The global environment is changing rapidly, which in turn increases vulnerability to the effects of cyber risk. Companies need to be competitive and efficient, but also need the ability to mitigate the risks associated with this environment. Aon understands this reality. Our cyber risk approach has been developed based on unparalleled experience in risk management and a sound understanding of the challenges which organizations face in today's digital age.

The increased significance of cyber exposures has raised questions on how organizations should respond to cybercrime. Typical questions include:

- What is the organization's cyber exposure?
- What is the financial impact of this exposure?
- What is currently in place to protect against cyber risk?
- Is there a need for cyber insurance, and if so how much?

Cyber risk can be broadly categorized into two areas depending on the nature of the data. Exposures vary from loss or damage of digital assets to loss of third party data. Here are some examples:

First party exposures:

- Loss or damage of digital assets
- Business interruptions
- Cyber extortion
- Reputation damages
- Theft of money or digital assets

Third party exposures:

- Security/privacy breaches
- Investigation of security breaches
- Customer notification expenses
- Loss of third party data

Assessment Overview

Our approach helps to identify cyber risks from a business perspective. The assessment looks at business goals, technology and vulnerable data as a starting point to identify the associated risk. We use both IT and business functions to assess cyber risks. By focusing simultaneously on cyber risk management and risk transfer potential options, we provide an effective solution to handle and mitigate cyber risks.

The end result is a tailored report listing cyber profile with cyber risk scenario, scenario financial quantification and details regarding the response of insurance policies. An impressive cyber risk management tool for today's connected digital challenges.



Cyber Scenarios Identification

- Identify IT infrastructure
- Define cyber vulnerability profile
- Workshop scenarios



Financial Loss Quantification

- Model financial data breach profile
- Evaluate 1st and 3rd party costs
- Validate financial values



Insurance Strategy

- Insurance gap analysis
- Insurability analysis of scenarios
- Roadmap of optimized strategy

Appendix 1 – Municipal References

Reference # 1		
Client Name:	City of Vaughan	
Client Address:	02141 Major Mackenzie Dr., Vaughan, ON L6A 1T1	
Contact Name:	Shannon Devane Manager, Risk Management and Registration Services	
Work Telephone Number:	(905) 832-8585 ext. 8167	
Email Address:	Shannon.devane@vaughan.ca	
Project Details:	Comprehensive municipal insurance program	
Contract Term:	Start Date: 2016	End Date: ongoing

Reference # 2		
Company Name:	City of Thunder Bay	
Company Address:	500 Donald Street East, Thunder Bay ON P7E 5V3	
Contact Name:	Angela Brothie, Insurance & Risk Management Specialist	
Work Telephone Number:	(807) 625-3385	
Email Address:	abrotchie@thunderbay.ca	
Project Details:	Comprehensive municipal insurance program	
Contract Term:	Start Date: 2016	End Date: ongoing

Reference # 3		
Company Name:	County of Haliburton	
Company Address:	Box 399, Minden ON K0M 2K0	
Contact Name:	Elaine Taylor, Treasurer	
Work Telephone Number:	(705) 286-1333 ext. 224	
Email Address:	etaylor@county.haliburton.on.ca	
Project Details:	Comprehensive municipal insurance program	
Contract Term:	Start Date: 2016	End Date: ongoing

Appendix 2 – Aon Cyber Alert: WannaCry

Aon Risk Solutions
Financial Services Group

Client Alert: WannaCry Cyber Attack

You may have been impacted by the worldwide WannaCry ransomware attack and like it or not the attack will continue to propagate in a different and, possibly, more malicious form.

Aon Cyber Solutions is ready to help you respond to the ongoing massive worldwide ransomware attack (and prepare for the next one).

From a risk management standpoint, Aon can assist in prioritizing the financial statement impact of the cost-benefit analysis with respect to the following:

Building an incident response plan in advance of a cyber incident is directly correlated with a lower total cost of risk

- Identification of an internal response team including: industry leading attorneys, forensics, crisis management, law authority, internal and external crisis management/external communications, and insurance professionals.
- This pre-identified and engaged response team allows the team members to benefit from knowing the organization and issues in advance of the incident to facilitate quicker, more accurate, more coordinated and more comprehensive responses.
- Adequate back-up systems allow organizations to continue functioning despite the malware, in this case called "WannaCry," which locks out users and threatens to destroy data unless the victim pays a ransom to decrypt the data.
- In addition to the insurance considerations set forth below, there are a number of critical decision points facing affected organizations, including whether to pay the ransom, how to comprehensively assess and remediate any damage done, other parties to include in this process, and what actions may need to be taken to comply with applicable law. Actions that companies take today may have lasting consequences long into the future.
- European Union General Data Protection Regulation becomes effective 25 May 2018. A cyber readiness assessment now can help prepare the organization on an Enterprise Risk Management level.

**We're here to
empower results**

Brian Rosenbaum LL.B.
National Practice Leader,
Aon's Cyber and Privacy
Practice
+1.416.868.2411
brian.rosenbaum@aon.ca

Katie Andrichow
Vice President, National
Cyber and Privacy Broking
Practice Leader
Professional Services Group
+1.416.868.5526
katie.andrichow@aon.ca

Ady Sharma
Associate Cyber Broker
Financial Services Group
+1.416.263.7876
ady.sharma@aon.ca

The information herein is general information only and is not intended to provide an insurance contract. The information is not intended to be used as a basis for any decision-making. Please consult your broker or other professional advisor for more information. This information is not intended to be used as a basis for any decision-making. Please consult your broker or other professional advisor for more information. This information is not intended to be used as a basis for any decision-making. Please consult your broker or other professional advisor for more information.

Risk. Reinsurance. Human Resources.

AON
Empower Results®

From an insurance standpoint:

Cyber ransom, in this case to address a ransom demand of \$300 (to be paid in Bitcoin) for malware called "WannaCry," can be included in many cyber insurance policies, subject to the following:

- Most policies have a self-insured retention or deductible greater than \$300 so the payment would not be covered.
- If the cyber ransom payment is covered by the cyber policy, then the insurer must be notified prior to the cyber ransom payment or the ransom would likely be excluded from coverage.
- If the cyber ransom payment is below the retention, then the insured must still engage the cyber insurer to comply with both the notice and Cooperation Clause.
- The Cooperation Clause requires the insured to engage the insurer in decisions that could impact insurance coverage. Failure to comply could result in a subsequent multi-million dollar business interruption, forensics or liability claim denied because of failure to notice or comply with the cooperation clause for the \$300 ransomware payment.
- Aside from ransomware, the larger financial statement issues are business interruption, forensics costs, lost productivity and potential third party liability.
- Coverage for cyber extortion does not mean that there is coverage for business interruption or forensics – they are separate coverages with separate coverage grants.
- Many insurers have "failure to patch" exclusions, which exclude any and all coverage for any and all damages, in the event that the vulnerability had been previously identified and not patched. This particular vulnerability was identified and a Microsoft patch deployed in March 2017.
- Almost all insurers exclude coverage for pirated software implementations. One of the likely reasons for the disproportionate impact on computer systems in Russia, former Russia republics, China, and other Asian countries is the purported high incidence of implementing pirated Microsoft programs and other software, which is not supported by the software vendor. This is another important exclusion.
- Some cyber policies exclude cyber terrorism and cyber war, depending upon the specific policy wording.
- Some cyber policies require the insured to contact law enforcement to obtain approval to pay the cyber ransom.
- There could be potential business interruption and forensics coverage under property policies.
- There could be potential cyber ransom coverage under Kidnap and Ransom policies.
- There could be potential third party liability coverage under professional liability and/or general liability policies.
- Impacted companies should review each of the policies mentioned above, as well as their Director's & Officer's policy. Many cyber policies offer ransom or extortion coverage, which includes the cost of the ransom payment.
- Despite the urge to move swiftly in response to this crisis, we recommend policyholders understand and comply with the cooperation clause and notice provisions of their policies to

Despite the urge to move swiftly in response to this crisis, we recommend policyholders understand and comply with the cooperation clause and notice provisions of their policies to insure they preserve their right to insurance coverage.

Appendix 3 – Aon's Community Involvement

Community Involvement at Aon

Aon is committed to addressing the most important issues in the economy today—risk and people. That's why our charitable partnerships and firm-wide community involvement efforts focus on empowering human and economic possibility across Aon's global footprint.

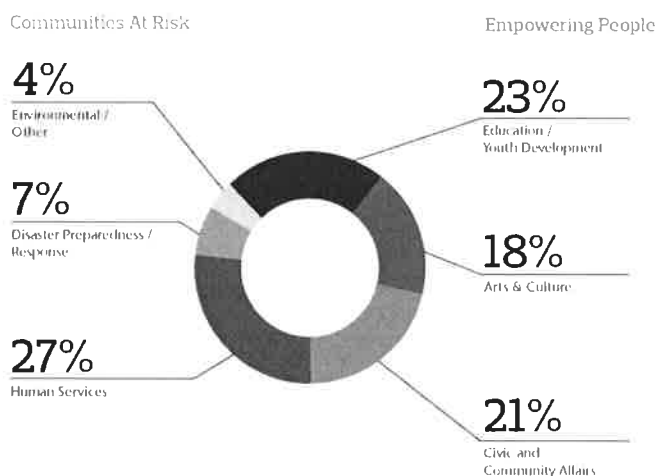
The Aon Foundation

The Aon Foundation is our principal vehicle for philanthropic programs in the U.S., and focuses on empowering people and working with communities at risk. We invest in educational programs that make a marked difference in the academic achievement of young people, as well as in organizations that help develop our future workforce, such as the Fisher College Business Risk Institute at Ohio State University, the Insurance Industry Charitable Foundation, St. Johns University School of Risk Management and the Spencer Educational Foundation. We also support organizations like American Cancer Society, American Heart Association, American Red Cross, Habitat for Humanity and United Way, which focus on serving and improving communities at risk.

Through the Aon Foundation, we invested more than

USD12 million in contributions to more than 2,300 organizations in 2013.

These funds were directed in the following manner:



Risk, Reinsurance, Human Resources.

AON
Empower Results®

Diversity

As part of Aon's philanthropic focus, the firm promotes diverse talent and vibrant communities through financial support to the following organizations: American Corporate Partners, Asian Americans Advancing Justice, Catalyst for Women Inc., Chicago Sinfonietta Inc., Chicago United, Dress for Success Worldwide, Facing History and Ourselves, Hispanic Alliance for Career Enhancement, Human Rights Campaign, IABA Foundation, League of Black Women, The Rehabilitation Institute, Springboard Enterprises, Women's Initiative for Self Employment and Women's Way, to name a few.

Volunteerism

Our volunteers represent the best of Aon by demonstrating a commitment to service that extends beyond our day-to-day business responsibilities and into our communities. Each year, Aon employees devote thousands of hours of service to charitable organizations and educational institutions around the world.

During Aon's Global Service Day on June 11, 2015 more than 13,000 colleagues in 59 countries delivered more than 44,600 service hours to 455 charity partners. Events included blood drives, packing food boxes for the hungry, facility improvements to child care centers, park clean ups, building houses, providing supportive services or recreational opportunities to people with disabilities.

Aon colleague efforts to support and give back to the community are recognized through Aon's Volunteer Service Awards, which are awarded annually. Five winning individuals or teams are awarded a cash prize of US\$5,000 donated to an eligible charity of their choice. The awards are selected based on each of the five dimensions of the Aon Leadership Model: Distinctive Client Value, Unmatched Teams, Innovation, Business Results, and Living Our Values.

Contacts

Carolyn Frost

Vice President and Executive
Director, Aon Foundation
312.381.3029
carolyn.frost@aon.com

Beth Gallagher

Director of Community
Involvement
312.381.3551
beth.gallagher@aon.com



Risk Reinsurance Human Resources

AON
Empower Results®

Appendix 4 – Claims Handling Protocol Example



Summary

Aon Risk Solutions is committed to providing an efficient way to report claims once they occur. As your broker, Aon's representatives are able to help our clients navigate the claims process throughout each step. This document outlines the insurance companies that provide your insurance policies and what steps must be taken in order to report a claim to them.

Insurance Providers

Aon's insurance facility uses two main insurers to our clients with coverage. The policies for Commercial General Liability (CGL) are issued by MS Amlin which is administered in Canada through inTrust while the policies for Auto, Property, Crime and Boiler are issued by Northbridge General Insurance.

Reporting a claim

The reporting procedures differ depending on the type of claim that's being reported. For CGL claims, you will use the CGL Claims protocol to report claims via InTrust. For all others including auto, property, boiler, transit, garage and crime, you will report using the Northbridge General Insurance claims protocol. Both of these protocols can be found in this document.

For claims involving the Commercial General Liability policy (MS Amlin & inTrust):



When a new loss occurs that may be covered under the CGL policy, report the claim to InTrust and Aon.

New claims will be reported to aonpublicentities@cl-na.com and a copy to gdalton@cl-na.com.



For claims involving property, boiler, auto, crime, transit and garage policies (Northbridge General Insurance):

1. **Email:** ontarioclaims@nbfc.com
cc: mike.zurowski@aon.ca
2. **Toll Free and After Hours:** 1-855-621-6262
 - If the claim is reported after hours, our afterhours carrier will notify Northbridge the following business day and we will take over handling
3. **Online Reporting:** <https://www.nbins.com/claims/online-claims-forms/>



Additional Resources from Aon

As your broker, Aon is available to help answer questions regarding claims or other issues related to insurance or risk management whenever needed. For questions, please contact your Aon Account Executives, Terry Patterson or Jeffrey McIntosh. Contact details for them can be found below:

Terry Patterson
Senior Vice President
terry.patterson@aon.ca
(647) 267-1853

Jeffrey McIntosh
Account Executive
jeffrey.mcintosh@aon.ca
416.805.7354

Claims Advocacy

Aon has staff dedicated to providing our clients advocacy with respect to claims. We will work on your side to ensure our clients are receiving superior coverage and service from their insurers. We advocate with your interests in mind and provide expertise and guidance when dealing with unfamiliar or unorthodox situations. For any claims issues you can contact your account executives above or Mike Zurowski, Vice President, Claims at Aon Risk Solutions. Contact details for Mike can be found below:

Mike Zurowski
Vice President, Claims
mike.zurowski@aon.ca
416.868.5584

Appendix 5 – Insurer AM Best Ratings

Amlin AG (2)

A.M. Best #: 078117 A.M. Best #: AA1460019

Domiciliary Address

Kirchenweg 5
8008 Zurich,
Switzerland

Web: www.amlin.com

Assigned to
insurance
companies
that have, in our opinion, an
excellent ability to meet their
ongoing insurance obligations



Based on A.M. Best's analysis, [052862 - MS&AD Insurance Group Holdings, Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A u (Excellent)
Financial Size: XIV (\$1.5 Billion to \$2 Billion)
Category: Developing
Implication: Under Review
Action: Under Review
Effective Date: September 09, 2015
Initial Rating Date: December 13, 2005

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Europe - Rating Services Ltd.
Associate Director-Analytics: Mathilde Jakobsen
Senior Director-Analytics: Catherine Thomas

Disclosure Information

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: a+ u
Implication: Developing
Action: Under Review
Effective Date: September 09, 2015
Initial Rating Date: December 13, 2005



[View A.M. Best's Rating Disclosure Form](#)



[A.M. Best Places Ratings of Amlin plc, Amlin AG and Lloyds Syndicate 2001 Under Review With Developing Implications](#)
September 09, 2015

u Denotes [Under Review Status Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 2005

Financial Strength

Effective Date	Rating
9/9/2015	A u
5/22/2015	A
3/28/2014	A
1/10/2013	A
12/19/2011	A
12/17/2010	A

Long-Term Issuer Credit

Effective Date	Rating
9/9/2015	a+ u
5/22/2015	a+
3/28/2014	a+
1/10/2013	a
12/19/2011	a
12/17/2010	a

Lloyd's (2)

A.M. Best #: 285202 A.M. #: AA1720001

Domiciliary Address

One Lime Street
 London EC3M 7HA
 United Kingdom

Web: www.lloyds.com

Phone: 44-207-327-1000

Fax: 44-207-327-5211

Assigned to
 insurance
 companies that
 have, in our opinion, an excellent
 ability to meet their ongoing
 insurance obligations



Based on A.M. Best's analysis, 285202 - Lloyd's is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A (Excellent)
 Financial Size Category: XV (\$2 Billion or greater)
 Outlook: Stable
 Action: Affirmed
 Effective Date: July 21, 2016
 Initial Rating Date: October 01, 1997

Best's Credit Rating Analyst

Rating issued by A.M. Best Europe - Rating Services Ltd.
 Associate Director-Analytics: Marnide Jakobsen
 Senior Director-Analytics: Catherine Thomas

Disclosure Information

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: a+
 Outlook: Stable
 Action: Affirmed
 Effective Date: July 21, 2016
 Initial Rating Date: August 12, 2004


[View A.M. Best's Rating Disclosure Form](#)

[A.M. Best Revises Outlooks to Stable for Lloyd's and Various Lloyd's Subsidiaries](#)
 July 21, 2016

u Denotes [Special Review, Best's Rating](#)

AMB Rating Unit

Note: This data record represents an AMB Rating Unit and the following Best's Credit Ratings are based on the consolidated financials assigned to this record.

AMB #	Company Name	Best's FSR	Best's ICR
079549	Lloyd's Insurance Company (China) Ltd	A	a+

Rating History

A.M. Best has provided ratings & analysis on this company since 1997.

Financial Strength

Effective Date	Rating
7/21/2016	A
7/22/2015	A
7/24/2014	A
7/19/2013	A
7/26/2012	A

Long-Term Issuer Credit

Effective Date	Rating
7/21/2016	a+
7/22/2015	a+
7/24/2014	a+
7/19/2013	a+
7/26/2012	a+

Northbridge General Insurance Corporation (2)

A.M. Best's Rating: **A- (Excellent)**
Domiciliary Address
 Northbridge Financial Corporation 105
 Adelaide Street West 7th Floor
 Toronto, ON M5H 1P9
 Canada

Web: www.nbfco.com
 Phone: 416-350-4300
 Fax: 416-350-4307

Assigned to
 Insurance
 companies that
 have, in our opinion, an excellent
 ability to meet their ongoing
 insurance obligations



Based on A.M. Best's analysis, [263364 - Fairfax Financial Holdings Limited](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings			
Financial Strength Rating View Definition		Best's Credit Rating Analyst	
Rating:	A (Excellent)	Rating issued by: A.M. Best Rating Services, Inc.	
Affiliation Code:	g (Group)	Senior Financial Analyst: Darlan Ryan	
Financial Size	XI (\$750 Million to \$1 Billion)	Director: Jennifer Marshall, CPCU, ARM	
Category:	Stable	Disclosure Information	
Outlook:	Stable	 View A.M. Best's Rating Disclosure Form	
Action:	Affirmed	A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of its Subsidiaries	
Effective Date:	October 20, 2016	 October 20, 2016	
Initial Rating Date:	November 06, 1993		
Long-Term Issuer Credit Rating View Definition			
Long-Term:	a		
Outlook:	Stable		
Action:	Affirmed		
Effective Date:	October 20, 2016		
Initial Rating Date:	June 28, 2005		
J Denotes Joint Review Rating			

Rating History			
A.M. Best has provided ratings & analysis on this company since 1993			
Financial Strength		Long-Term Issuer Credit	
Effective Date	Rating	Effective Date	Rating
10/20/2016	A	10/20/2016	a
6/4/2015	A	6/4/2015	a
5/30/2014	A	5/30/2014	a
3/28/2013	A	3/28/2013	a
5/3/2012	A	5/3/2012	a

AIG Insurance Company of Canada (2)

A.M. Best # 035727 AMB A AA15841UT
Domiciliary Address
 120 Bremner Blvd, Suite 2200
 Toronto, ON M5J 0A3
 Canada

Web: www.aig.com
 Phone: 416-596-3000
 Fax: 416-596-3006

Assigned to
 insurance
 companies that
 have, in our opinion, an excellent
 ability to meet their ongoing
 insurance obligations



Based on A.M. Best's analysis, 055702 - American International Group, Inc. is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A (Excellent)
 Affiliation Code: g (Group)
 Financial Size Category: XV (\$2 Billion or greater)
 Outlook: Stable
 Action: Affirmed
 Effective Date: June 02, 2016
 Initial Rating Date: October 10, 1994

Best's Credit Rating Analyst

Rating issued by A.M. Best Rating Services, Inc.
 Senior Financial Analyst: Danton Ryan
 Senior Director: Michael J. Lagomarsino, CFA
 FRM

Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)



[A.M. Best Removes From Under Review and Affirms Ratings of American International Group, Inc. and Majority of its Subsidiaries](#)
 June 02, 2016

Long-Term issuer Credit Rating [View Definition](#)

Long-Term: a
 Outlook: Stable
 Action: Affirmed
 Effective Date: June 02, 2016
 Initial Rating Date: April 06, 2005

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1994.

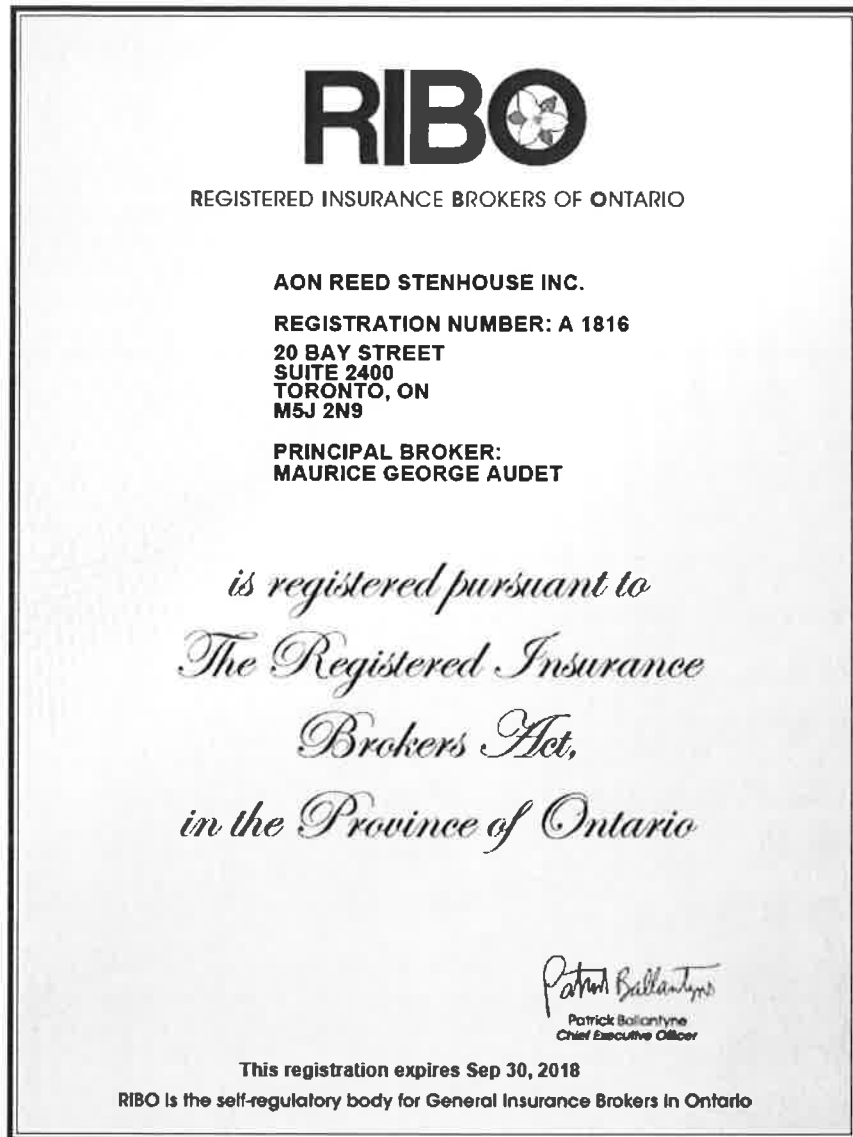
Financial strength

Effective Date	Rating
6/2/2016	A
1/27/2016	A u
2/27/2015	A
2/20/2014	A
1/25/2013	A
1/27/2012	A

Long-Term issuer Credit

Effective Date	Rating
6/2/2016	a
1/27/2016	a u
2/27/2015	a
2/20/2014	a
1/25/2013	a
1/27/2012	a

Appendix 6 – Licensing Information



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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

General Insurance Services for the City of Sault Ste. Marie

SECTION 1

INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting proposals for Insurance Services from qualified Insurance Brokers, or other providers of Municipal Insurance, licensed in the Province of Ontario. Firm pricing is required for three (3) years commencing February 28, 2018. Longer time periods may be considered during Proposal evaluation; details must be provided in the Proposal submission.

The City reserves the right to extend the Contract on a yearly basis upon mutual agreement. The City also reserves the right to terminate the agreement at anytime at its sole discretion with 30 days written notice.

1.2 Date and Place for Receiving Proposals

All proposals must be sealed in an envelope properly marked as to contents ("**Proposal for General Insurance Services for the City of Sault Ste. Marie – File # 2017LGL-01-P**") and delivered to:

**The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

**Date: Friday, November 17, 2017
Time: 4:00 p.m., local (Eastern) time**

Late Proposals will not be accepted. Proposals received after the time for closing will be returned unopened at the Proponent's expense.

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email a.shier@cityssm.on.ca.

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

While the City has used considerable efforts to ensure an accurate representation of information for the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email** to Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email a.shier@cityssm.on.ca.

Important: All questions and requests for clarification must be submitted by 12:00 noon; local time (Eastern), Friday, November 3, 2017.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email t.gowans@cityssm.on.ca.

Proposals should be limited to twenty (20) pages, single sided including appendices; excluding the Letter of Introduction.

1.4 Withdrawal of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

Request for Proposal (cont'd)
General Insurance Services for the City of Sault Ste. Marie

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6 Proposal Evaluation

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. An evaluation committee will be used in the selection process.

Requirements:

- 1) Proponents must possess extensive experience with accounts as large and complex as the City's. Proponents must offer a wide range of services and expertise. Further details appear in Paragraph 2.3 – Proponent's Qualifications.
- 2) Proposals should include details and provide relevant references (minimum of 3) including Contact Names.
- 3) Proposal must address all requirements stated in Section 2 – Terms of Reference of the RFP.
- 4) Proposal must include a detailed schedule recognizing critical deliverables, progress meetings and timelines – demonstrating commitment to completion of the placement of all required General Insurance Policies effective February 28, 2018; 12:01 am.
- 5) Proposal must include a schedule detailing Cost of Services, Schedule of Fees and Cost of Premiums as outlined in Paragraph 2.6 of Section 2 - Terms of Reference of the RFP. HST is extra.
- 6) Five (5) copies of the complete proposal submission must be received plus one (1) complete copy in electronic format (USB Key or CD/DVD).
- 7) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of requirements and criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the requirements and criteria are listed does not indicate the weighting of the evaluation.

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

To assist in evaluation of the Proposals submitted, the City may elect to conduct interviews (only as required) with one or more Proponents at its sole discretion. Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process.

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Conditions and Requirements of Work

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca.

The successful proponent shall maintain during the term of the contract, comprehensive general liability insurance subject to limits of not less than \$10,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The comprehensive general liability insurance shall include insurance of:

- premises and operations liability,
- product or completed operations liability,
- written contractual liability,
- cross liability,
- contingent employer's liability,
- personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution,
- libel, slander or defamation of character,
- invasion of privacy,
- wrongful eviction or wrongful entry, and
- liability with respect to non-owned licensed motor vehicles.

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

Errors and Omissions liability insurance in an amount not less than \$10,000,000.00 per occurrence shall be maintained during the term of this contract.

A Certificate of Insurance showing proof of the above insurance coverage shall be provided to the City prior to the commencement of the work. With respect to the Comprehensive General Liability policy, the City is requesting to be included as an additional insured.

Any deviations from the above insurance requirements must be included in your proposal.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

1.9 Schedule

- (A) Release of RFP: October 2, 2017
- (B) Last Date for Questions & Clarifications: November 3, 2017 (noon)
- (C) Submission of Proposal: November 17, 2017
- (D) Recommendation of Award: January, 2018
- (E) Notification of Award: late January, 2018
- (F) Commencement of Services: late January, 2018 (or sooner)
- (G) Placement of Coverage: February 28, 2018; 12:01 am

The City reserves the right to alter the scheduling of items "D" to "G". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

Request for Proposal (cont'd)
General Insurance Services for the City of Sault Ste. Marie

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

1.14 Indemnification

The successful Proponent shall indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, causes of action, loss, costs or damages that the City may suffer, incur or be liable for, resulting from the proponent's negligent acts or omissions in connection with the contract.

The rights to indemnity contained in this section shall survive any termination of the contract, anything in this contract to the contrary notwithstanding.

Request for Proposal (cont'd)
General Insurance Services for the City of Sault Ste. Marie

1.15 Agreement for Services

The City Purchase Order issued, the Proposal submitted by the successful Proponent, and the RFP as issued and amended shall constitute the Agreement for this engagement.

1.16 Market Access

Important: If a Proponent is deemed to be blocking market access, the City may exclude the Proponent from consideration during this RFP process.

SECTION 2

TERMS OF REFERENCE

2.1 Purpose

The City of Sault Ste. Marie requests qualified firms interested in providing a proposal for insurance services to:

- submit an insurance proposal for the City of Sault Ste. Marie based on information provided in this RFP,
- provide advice and guidance with respect to corporate insurance requirements,
- provide specific recommendations on policies and coverage,
- provide marketing and placement of insurance policies,
- provide risk management services as required.

The successful firm will act as the City's broker that will market and place the municipal insurance program and may assist with commercial insurance and with related risk management services. Preference will be given to firms with municipal or other public agency insurance handling experiences. Consideration will also be given to firms with experience handling large, diverse and complex commercial accounts.

2.2 Background

As the third largest municipality in Northern Ontario serving a population of 75,000, the City of Sault Ste. Marie has insurance related operations and provisions, including:

- in-house insurance and risk management services,
- external insurance adjuster services to handle approximately 200 claims per annum,
- external insurance broker services to handle recommendation of insurance services and provisions as well as risk transfer and risk finance alternatives;
- insurance provider services to protect various City assets and liability exposures,
- assets and liabilities usual to a community-minded municipality, including, but not limited to:
 - Civic Centre (City Hall),
 - Diversified and multiple Leisure & Citizen Services Centres,
 - Transit Services,
 - Police, Fire and Emergency Medical Services,
 - Leased & owned buildings, furnishings, computer and other equipment with values in excess of \$288,000,000.00.

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

The City's Risk Management Section pro-actively manages the insurance portfolio, claims administration, risk management issues and related activities. Insurance and Risk Management is a Section of the Legal Department and has been in place since 2016. It is dedicated to effectively and cost-efficiently providing insurance and risk management program management for the following including but not limited to:

- Emergency Services (Fire and Land Ambulance),
- SSM Departments, Boards and Public Entities,
- Community Services, including Citizen and Leisure Services,
- Planning and Economic Development,
- Sault Ste. Marie Police Services Board,
- Infrastructure Service.

Examples of services provided by the City and Boards are:

- Construction and maintenance of streets and sidewalks,
- Solid waste disposal,
- Construction and maintenance of recreation facilities (e.g. arenas, community centres, pools, baseball and soccer fields, etc.),
- Recreation and Leisure programming,
- Building plans examination and inspection.

2.3 Proponent's Qualifications

2.3.1 Broker Qualifications:

Firms that meet the following criteria will be considered by the City:

- a) the brokerage firm responding must be licensed in Ontario as insurance brokers by and in good standing with RIBO,
- b) the firm must demonstrate an ability to perform insurance broker services to full professional standards in conformity with provincial requirements and the City's expectations,
- c) the firm must have the ability to understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc...,

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

- d) the firm must have qualified lead individual with demonstrated abilities to manage the City's account and an understanding of the City's philosophy on accepting and transferring risk,
- e) the firm employs stewardship reporting including review of services performed, achievements and opportunities for improvement,
- f) the firm must have the expertise and resources available locally sufficient to deliver information, reports, certificates and other services in an expeditious manner to the satisfaction of the City.

2.3.2 Managing General Agent (MGA):

Brokers using the services of a Managing General Agent (MGA) must demonstrate that the MGA meets the following qualifications:

- a) the MGA must be licensed to operate in Ontario,
- b) must utilize Insurance Companies that are licensed to operate in Ontario and have demonstrated financial stability and longevity insuring municipal risks,
- c) must have claims settlement authority or an established Third Party Claims Administrator with the ability to settle losses in excess of the deductibles and offer claims advice and understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc...,
- d) resources must be offered to the City for access to specialists within the organization or within the resource network for such issues as claims handling, loss control and exposure mitigation,
- e) demonstrates industry sector best practices,
- f) must provide claims run, claims data specific to claims experienced by the City of Sault Ste. Marie on request or on a reporting basis as agreed to by the City.

2.3.3 Risk Identification/Management

Proponents are expected to be pro-active and work with the Risk Manager in the area of risk identification and management. Occasionally, representatives may be requested to participate in seminars to employees to emphasize the importance of risk management and to assist the Risk Manager, (when requested) with the implementation of risk management practices in their working environment.

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

2.3.4 Meetings and Subsequent Assistance

Proponents must attend such meetings as are called to discuss their work and reports and shall provide such information as requested to keep the Risk Manager current with the progress of any claims and to resolve any concerns or questions regarding particular claims or claims handling practices.

2.3.5 Persons Assigned to the Account

The brokerage staff member or representatives assigned to the account are to be those originally proposed by the proponent. Any subsequent changes to brokerage personnel are to be reviewed and approved by the Legal Department.

2.3.6 Performance Reviews and Insurance Services Audit

Annual performance appraisals may be conducted by the City. The appraisals will examine and track a number of indices which relate to the effectiveness of insurance services provided. These indices may include:

- effectiveness of resources requested and advisements offered during the current term,
- any issues of inaccuracies whether finalized or ongoing during the current term,
- review endorsements, additions or deletions from current term,
- approach to changing risk profile and review of specific options/solutions/review any account team changes,
- effective resolution or mitigation of disputes and conflicts between other parties during the administration of the program,
- the identification of any weakness in the current program and recommendations of applicable resolve,
- reviews and advices on loss control recommendations,
- recommending, negotiation and implementation of new products and services that enhance the insurance program,
- facilitating exchange of information among carriers, adjusters, lawyers,
- manages program calendar and open issues list to include key deliverables, renewal plan, meetings and premium audits, and program milestones,
- effectiveness of provision of certificates of insurance,
- correctness of proposals, reports and other documents requested by the City,
- maintaining confidentiality,
- efficient use of information technology,
- keeping abreast of risk management and municipal insurance industry activities and trends,

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

- market responses are of high quality and are thoroughly reviewed and presented to the City in a clear and consistent manner,
- providing claims handling advocacy.

The firm shall provide all claim results requested by the City. There shall be no charge to provide this information.

2.4 Scope of Work

2.4.1 Broker Services

The City insurance program is diverse in complexity and needs and will require the broker to work with and adapt to a variety of conventional insurance means as well as risk alternative options available to municipalities.

The firm must have the ability to market, negotiate and liaise with the various insurance providers as would be necessary to fulfill the mandate of services.

The firm must recognize the services to be provided to the City are first and foremost. Conflicts of interest may arise due to the needs of other clients and/or companies contracted by the specifically assigned brokers or representatives, as well as the firm.

The assigned brokers or representatives and firm must guarantee that advice and guidance provided is solely in our best interests.

Property/casualty insurance broker services for the City include, but are not limited to:

- marketing and binding all insurance coverage on behalf of the City, subject to the approval by the City; and providing the City with all such documents and policies in a timely manner,
- preparing for such marketing by evaluating retention levels and coverage needs; preparing annual marketing strategy reports for the City, identifying anticipated market conditions (including but not limited to available coverage, terms, conditions and pricing); conducting pre-marketing meetings with the City to discuss insurance wordings and marketing strategies; arranging for face to face meetings between the City and the City insurers where beneficial to the interests of the City; and making recommendations to the City on the insurance program to optimize coverage and costs,
- evaluating the commitment and financial capacity of insurers,

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

- servicing past and existing insurance policies, and new ones placed, including reviewing policy wordings for appropriate content and accuracy; co-operating in the handling of claims covered by policies in force during the duration of the Contract,
- providing all insurance consultation services, including, but not limited to, responding to day to day requests from the City for information and advice; and having skilled, qualified and knowledgeable staff available to respond in a timely manner to telephone inquiries during business hours,
- providing certificates of insurance on an as-required basis within two business days, unless urgent, in which case they will be provided on the same day,
- provide the production and maintenance of accurate and up to date insurance summaries for each insurance policy,
- researching past and current policies, providing opinions on wordings and coverage, and assisting in contacting the appropriate carriers,
- assisting as required, in expediting claims with City insurers,
- assisting as required, in assessing the City's capacity to retain loss, optimal deductible levels, cost of insurance allocation process and loss financing to City departments,
- meeting with City representatives as requested from time to time on matters involving insurance, loss prevention and similar considerations; and generally attending meetings or making reports and recommendations on as-required basis, and supporting departmental risk management initiatives,
- assisting as and when required with risk identification, evaluation and retention exercises,
- the firm must demonstrate how it would source the best combination of price and insurance coverage,
- provides periodic reports, publications, or access to Web site information advising the City on industry activities and trends,
- within the first quarter of each year reports to the City the trending renewal premiums and market conditions for the municipal sector,
- suggest changes in retention, limits, and coverage as dictated by market conditions,
- provide limit and price benchmarking data with all markets and renewal efforts,
- provide education to the City,
- must secure broad coverage at competitive and reasonable costs with appropriate markets.

Request for Proposal (cont'd)
General Insurance Services for the City of Sault Ste. Marie

2.4.2 Broker Requirements

A) Annual Schedule

The firm and the lead broker will prepare and deliver at least sixty (60) days prior to renewal:

- a general report outlining market conditions and trends, update of financial stability and ratings of insurance providers,
- renewal premiums with details and explanation for any changes in pricing, coverage, terms and conditions,
- proposed renewal strategy and any recommended changes to policies, terms and conditions,
- details regarding changes to policies, terms and conditions imposed by the insurer,
- review existing coverage in relation to new business activities, identify and evaluate potential exposures to risk, and recommend appropriate coverage or risk management activities.

B) Risk Identification/Management

The proponent is expected to be pro-active in the area of risk identification and management. As well, on occasion, they may be expected to assist with seminars to employees to emphasize the importance of risk management and to assist them with the implementation of risk management practices in their working environment.

C) Meetings and Subsequent Assistance

The broker must attend such meetings as are called to discuss their work and reports and shall provide such information as requested to keep staff current with the progress of insurance policy provision and to resolve any concerns or questions regarding particular coverage or risk management practices.

D) Computerized Information Management

The Proponent must be able to provide to the City documents by electronic transfer. The bidder must also maintain a back-up system to ensure against loss of information, as well as provide safeguards to secure the City's information.

Request for Proposal (cont'd)
General Insurance Services for the City of Sault Ste. Marie

2.5 Proposal Content

2.5.1 The Proposal shall be prepared based on the information outlined in Section 3 - Appendix.

2.5.2 The following shall be addressed within the Proposal as submitted and will comprise a portion of the evaluation criteria.

- a) claims handling process by the insurer and/or MGA, insurer financial rating, insurer or MGA additional services provided,
- b) broker designated personnel assigned, including lines of authority and public sector experience,
- c) relevant educational background,
- d) specialized skills training,
- e) brokerage public sector experience/references,
- f) philosophy and specifics for promulgation, negotiation and maintenance of insurance coverage and contracts,
- g) ability to provide and deliver on the specific Scope of Work in a professional and diligent manner,
- h) cost of proposed insurance coverage.

In addition, the following must be fully addressed within the Proposal as submitted and will also comprise a portion of the evaluation criteria.

2.5.3 Experience and Services of Insurer and/or Managing General Agent (MGA)
(This section is intended to be completed by the insurer or MGA however; the broker may elect to answer these questions on their behalf.)

A) Provide a brief description of your firm, including the following:

- profile of the Insurer and/or MGA firm, including the correct name and address under which the firm carries on business,
- the number of years that your organization has provided insurance coverage to municipal clients,
- the size of the organization nationwide and/or worldwide, and a description of the types of clients written,
- the number of municipal accounts written in Canada,
- identify three accounts of similar size to that of the City of Sault Ste. Marie insured by your organization,
- describe the municipal claims process and describe the settlement authority for losses above and below the SSM deductible,
- identify markets used to underwrite the various policies quoted and their most current financial rating,

Request for Proposal (cont'd)
General Insurance Services for the City of Sault Ste. Marie

- describe services offered to the City of Sault Ste. Marie in addition to the provision of insurance coverage and claims service including:
 - Identify seminars available, to be provided in the City of Sault Ste. Marie and outside the City of Sault Ste. Marie along with any associated costs,
 - Identify any availability for a representative of the City of Sault Ste. Marie to participate in a client forum,
 - Identify risk management services provided and any costs associated with the risk management services,
 - Identify and further benefits or services provided not included above, and any costs associated with these services.

B) Administration of Claims

1. Provide details of how your company handles the settlement of claims and how the authority for settlement is managed for:
 - All Property and Casualty claims falling below the SSM deductible,
 - All Property and Casualty claims settling above the SSM deductible,
 - Automobile claims with settlement falling below the SSM deductible,
 - Automobile claims with expected settlement above the SSM deductible.

A description of this process describing an example from the start of the claim to completion would be appreciated.

2. Describe your procedure for Police claims involving both abuse and assault and battery allegations against officers.
3. Does your firm subcontract to a third party claims administrator? If so, are any costs or fees of this administrator charged to the municipality for this service? If so, please estimate the yearly costs of this service for SSM based on the claims information provided in schedule B. (Note: These estimated, additional costs will be added to the premium presented by the proponent in the calculation of the total cost of insurance for the purpose of this RFP.)

C) Communication

Provide a description of:

- the means by which you would keep abreast of the City's activities, exposures and ongoing needs,

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

- the method and frequency by which information relevant to the City, i.e. market changes would be communicated.

D) Occurrence and Claims Made Forms

Please indicate for each of the following policies:

Coverage	Form	Retro date
Municipal E&O	Claims Made Form	Unlimited
Environmental Liability	Claims Made Form	Unlimited
Abuse/Molestation	Claims Made Form	1-June-2011
Medical/Malpractice	Occurrence Form	15-November-1993
General Liability	Occurrence Form	none

- list the above coverage and what form of policy you will be offering (Claims Made or Occurrence),
- indicate any applicable retro-dates for your Claims Made policies,
- if you provide a policy listed above that is written on an Occurrence basis and the same SSM policy is currently written on a Claims Made basis; indicate the costs to purchase a tail policy to cover the gap and indicate the duration of years that the tail policy will provide coverage.

E) Policy Cancellation and Extension

Provide your procedure for cancellation of the policies by the City of Sault Ste. Marie by indicating:

- If there is a policy cancellation fee, describe the application of that fee in detail (pro-rated, flat fee, short cancellation fee),
- Indicate days of notice required by the City of Sault Ste. Marie to cancel the entire insurance program,
- If different cancellation rules apply to different policies within the overall insurance program, please describe these differences.

With respect to a request by the City of Sault Ste. Marie for an extension of coverage beyond the expiry date of the policy:

- Describe the procedure and how the extension premium costs are determined. Is the extension rated based on the current policy or is it rated based on the premium expected in the new term?

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

2.5.4 Experience of Brokerage

Provide a brief description of your firm, including the following:

- provide a copy of your RIBO operating license,
- profile of the brokerage firm, including the correct name and address under which the firm carries on business,
- the size of the firm nationwide and/or worldwide, and of the particular office directly handling this account, in terms of people and businesses,
- the business carried out by the brokerage in terms of classes of business, types of insurance marketed, and other services offered,
- affiliation with national or large size underwriters and insurers, including any specialty markets, contracted services, etc.,
- years of experience the firm has in providing the identified services to similar municipal, non-profit or corporate clients,
- other than described in question 9.1, the describe the brokerage's role in the claims process,
- describe all additional services available (include any associated costs) that are provided by the brokerage that are of benefit to the City of Sault Ste. Marie,
- Provide the contact names and telephone numbers of three existing municipal or public entity clients.

2.5.5 Experience of main individual responsible with managing this account

Provide:

- the name and qualifications, RIBO registration number, certifications and experience of the individual who is responsible with managing this account, including any and all experience with risk management, large accounts and unique coverage,
- associations memberships, board or like memberships,
- details of your business plan for marketing and servicing the SSM account ,
- confirm your abilities to deliver the requirements as described in the RFP,
- an outline of services typically provided by the lead person and the service philosophy and time lines in managing this type of account,
- details of your ability to assist the City with claims negotiations with insurers,
- details of any special expertise or experience that you may have in providing services to the City that is not requested above, including the range of services available.

Also Provide:

- an assessment of the current conditions of the insurance marketplace,
- details of anticipated changes in the marketplace expected in both the short term (next 12 months) and the long term,
- opinion and outline of any risk financing options and alternatives open to municipalities,

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

- describe the means by which you would keep abreast of the City's activities, exposures and ongoing needs,
- the method and frequency by which information relevant to the City, i.e. market changes would be communicated.

Annual Marketing Strategy and Stewardship reports are required:

- Identify the dates on which they will be received each year,
- As applicable, identify any other reports that would be beneficial to the City, and their cost - if any.

2.5.6 Expertise of other brokerage personnel

Provide:

- a complete description and/or organizational chart showing the structure of staffing and lines of authority for the key personnel to be used in providing the services, including account executives, marketing and underwriting personnel and others who would interact with the City,
- the names and qualifications, certifications and experience of the individuals who would be assigned to the account, including any and all experience with municipal or non-profit risks,
- associations memberships, board or like memberships,
- indicate the individual(s) who will be directly in charge of the SSM account, in the absence of the main individual (described in question 2.5.5) and their qualifications, education and work experience related to municipal or non-profit accounts,
- names of any subcontractors or agents (other than employees) proposed to be used, including details of services to be contracted.

2.5.7 Required Coverage (details of existing coverage are provided in Section 3 - Appendix)

- Liability coverage (including any excess or umbrella coverage),
- Property coverage (including all casualty coverage),
- Fleet (all vehicles),
- Accident policies.

2.5.8 Copy of Insurance Policies

Provide one (1) complete copy of all your policy wordings and endorsements that are referenced in your proposal requested in Section 3 – Appendix.

Request for Proposal (cont'd)

General Insurance Services for the City of Sault Ste. Marie

2.5.9 Recommendations

Provide any cost saving initiatives, recommended changes, or additional coverage recommendations as requested in Section 3 - Appendix.

2.5.10 Cost of Services, Schedule of Fees, & Cost of Premiums

The total Premium must be broken down by coverage type as outlined in Section 3 - Appendix.

Proponents shall provide a schedule of services that would be included within the annual fee. HST is extra.

2.5.11 Independent Adjuster

The City of Sault Ste. Marie is currently undergoing a Request for Proposals process for independent claims adjusting services. The City reserves the right to select a qualified firm to handle claims on its behalf.

2.6 Important Note

The successful Proponent may not assign the whole or any part of the resulting contract without the prior written consent of the City.

Request for Proposal (cont'd)
General Insurance Services for the City of Sault Ste. Marie

SECTION 3

Appendix

Additional information required to submit a Proposal may be found at the following web link

<http://saultstemarie.ca/gis2017>

This includes:

- Schedule A – Summary of Coverage and Limits for SSM
- Schedule B – SSM Claims History
- Schedule C – Schedule of All Property
- Schedule D – Schedule of All Fleet Vehicles

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-35

STREETS: (S4.3) A by-law to rename part of Shore Drive, south of the intersection of Queen Street East and Churchill Boulevard, which is the access to Bellevue Park.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 27(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 **ENACTS** as follows:

1. **RENAMING PART SHORE DRIVE**

Shore Drive south of the intersection of Queen Street East and Churchill Boulevard which is the access to Bellevue Park will now be named Rotary Parkway.

2. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 20th day of February, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE