



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

Monday, April 23, 2018

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	17 - 40
Mover Councillor L. Turco Seconder Councillor M. Shoemaker	
Resolved that the Minutes of the Regular Council Meeting of 2018 04 09 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor L. Turco Seconder Councillor J. Hupponen	
Resolved that the Agenda for 2018 04 23 City Council Meeting as presented be approved.	
4.1 Additional Motion (Norgoma)	
Mover Councillor S. Myers Seconder Councillor S. Hollingsworth	
Resolved that motion under agenda item 7.3.1.2 be dealt with prior to the motion under agenda item 7.3.1	
5. Proclamations/Delegations	

- 5.1 Day of Mourning**
Michele McCleave-Kennedy, Sault Ste. Marie District Labour Council President
- 5.2 Motorcycle Awareness Week**
Gerry Rhodes, Chair, local Bikers Rights Organization
- 5.3 Community Living Awareness Month**
Jason Hebert, Chair of Council of Community Living Algoma, Sharon Yadivisiak, Council Member, and Chris Dunn, support staff to the Council

- 5.4 Emergency Preparedness Week**
Lauren Perry, Emergency Management Coordinator

- 5.5 Maternal Mental Health Day**
Michelle Roberts, Coordinator, You Are Not Alone Project

- 5.6 Children and Youth Mental Health Week**
Sue Bryden, Clinical Supervisor, Algoma Family Services

- 5.7 Sault Ste. Marie and Area Drug Strategy Presentation**

Desiree Beck

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Whereas the Provincial and Federal Government have recognized that Canada is facing a serious and growing opioid crisis; and

Whereas the opioid crisis has resulted in an increase in the rates of addiction, overdoses and deaths across the country and Sault Ste. Marie has seen these effects in our own community; and

Whereas our community's health care providers and front line workers are doing their best with limited resources to address the opioid crisis; and

Whereas the Safe Community Partnerships has a Drug Strategy Committee that provides oversight and strategic advice on the implementation of a community drug strategy, and fosters inter – sectoral relationships and decision making critical to advancing a collective response to substance use issues; and

Whereas City Council recognizes the opioid crisis, an increase in opioid related overdoses and deaths and the challenging and important work being undertaken by the community's health care providers, front line workers and the Drug Strategy Committee and wants to ensure that it continues to support those efforts;

Now Therefore Be It Resolved that the Mayor, CAO and the DCAO Community Development are directed to ensure that, as it when it can, the City continues to work with and support the collective efforts of Algoma Leadership Table, Sault Area Hospitals, Group Health Centre, Algoma Public Health, Sault Ste. Marie Police Services and the Drug Strategy Committee as we collectively address the opioid crisis and its consequences.

5.7.1	<i>Opioid Crisis in Algoma</i>	41 - 61
5.7.2	<i>Additional Information</i>	62 - 92
5.8	Closing and Conveyance of Peer Street Wayne Chorney, Counsel for Daniel Fremlin Dan Flint, abutting property owner	
5.9	M. S. Norgoma Louis Muio, St. Mary's River Marine Heritage Centre A representative of the Municipal Heritage Committee and Cultural Advisory Board	93 - 104
5.9.1	<i>Additional Information</i>	105 - 117
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda Mover Councillor R. Niro Seconder Councillor M. Shoemaker Resolved that all the items listed under date 2018 04 23 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	Council Travel Mover Councillor R. Niro Seconder Councillor J. Hupponen Resolved that Councillor L. Turco be authorized to travel to Alliston for 2 days in June for an AMO Board President's Meeting at an estimated cost to the City of \$880.	
6.2	Outstanding Resolutions	118 - 124
6.3	2018 Property Tax Capping Options A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council. The relevant By-law 2018-84 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	125 - 129

- 6.4 Property Tax Appeals 130 - 132**
- A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.
- Mover Councillor L. Turco
Seconder Councillor J. Hupponen
- Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 04 23 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the *Municipal Act* be approved.
- 6.5 RFP – Security Services - Seasonal 133 - 134**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
- Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and that the proposal submitted by KC Security Services to provide seasonal security services as required by various City Departments be approved.
- The contract will commence May 16, 2018, and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.
- 6.6 RFP – Microsoft Dynamics GP Annual Licensing and Support 135 - 136**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor J. Hupponen
- Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and that the proposal submitted by Diamond Software Inc. (Alberta) (“Aptean”) for licensing, support and maintenance of Microsoft Dynamics Great Plains Software for the one-year period commencing May 31, 2018 in the amount of approximately \$81,000.00 plus HST be approved on a single-source basis.
- 6.7 Tender for Firefighter Bunker Gear (2018FIR-03-T) 137 - 139**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and that the tender for the supply and delivery of firefighter bunker gear as required by Fire Services be awarded to A.J. Stone Company Ltd. at their total tendered price of \$186,640.00 plus HST be approved.

6.8 Use of Corporate Resources Policy – 2018 Municipal Election 140 - 143

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

Mover _____
Seconded _____

Resolved that the report of the Deputy CAO / City Clerk dated 2018 04 23 concerning Use of Corporate Resources Policy – 2018 Municipal Election be received and the subject policy be approved.

6.9 Recount Policy – 2018 Municipal Election 144 - 145

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

Mover _____
Seconded _____

Resolved that the report of the Deputy CAO / City Clerk dated 2018 04 23 concerning Recount Policy – 2018 Municipal Election be received and the recommendation not to adopt a Recount Policy be approved.

6.10 Historic Sites Board By-Law Changes 146 - 149

A report of the Curator of the Ermatinger-Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2018-78 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11 2017 Building Division Annual Fee Report 150 - 152

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

Mover Councillor L. Turco
Seconded Councillor J. Hupponen

Resolved that the report of the Chief Building Official dated 2018 04 23 concerning the 2017 Annual Fee Report be received as information.

6.12 John Rhodes Community Centre – Single Sourcing of Refrigeration System 153 - 158

A report of the Director of Community Services is attached for the consideration of Council.

Mover Councillor R. Niro
Seconded Councillor M. Shoemaker

That the report of the Director of Community Services dated 2018 04 23 concerning the John Rhodes Community Centre Refrigeration System Replacement be received and the recommendation to single-source the replacement of both compressors to CIMCO Refrigeration be approved.

6.13 Ontario's Main Street Revitalization Initiative 159 - 160

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

The relevant By-law 2018-75 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.14 Declare Surplus 236 Prentice Avenue 161 - 163

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

The relevant By-law 2018-90 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.15 Transfer of Review Agreement 164 - 165

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

The relevant By-law 2018-74 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Black Road Widening Project Phase II (Second Line to Third Line) – Offers to Purchase 166 - 168

The report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-laws 2018-81, 2018-82 and 2018-83 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.17 Reconstruction of Black Road – Second Line to Third Line 169 - 176

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

The relevant By-laws 2018-86 and 2018-89 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.18 2018 Road Resurfacing 177 - 179

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

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that the report of the Director of Engineering dated 2018 04 23 be received and that the 2018 road resurfacing program be approved.

6.19	Reconstruction of Simpson Street	180 - 182
	A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-laws 2018-85 and 2018-88 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.20	Framework for RFP – Waste Collection	183 - 186
	A report of the Director of Public Works is attached for the consideration of Council. Mover Councillor L. Turco Seconder Councillor M. Shoemaker Resolved that the report of the Director of Public Works dated 2018 04 23 be received and that the issuance of a Request for Proposal based on the key terms outlined therein be approved.	
6.21	McNabb Street – Pim Street Drainage Improvements Phase 2 Engineering Agreement	187 - 188
	A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-law 2018-87 is listed under item 11 of the Agenda and will be read with all by-laws listed 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	
7.3.1	M. S. Norgoma	189 - 247
	A report of the Deputy CAO of Community Development and Enterprise Services is attached for the consideration of Council. Mover Councillor L. Turco Seconder Councillor M. Shoemaker Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 04 09 concerning M.S. Norgoma – Options for Removal be received and that the recommendation to pursue option 3 (Peter Gregos-Nicols offer to acquire the Norgoma) be approved with funding of \$35,000 to come from the Facilities Maintenance Reserve; Further that should a satisfactory agreement not be reached with Peter Gregos-Nicols and no other option comes forward for restoration at another	

location, that staff be requested to report with costs and a proposed timeline to proceed with option 5 (decommission and remove the M.S. Norgoma from Bondar Marina).

7.3.1.1 Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma 248 - 258

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Manager and Recreation and Culture submitted on behalf of the Cultural Advisory Board and the Municipal Heritage Committee dated 2018 03 09 concerning the Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma be received as information.

7.3.1.2 Council Resolution 259 - 263

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Whereas the City Council-approved 2016-2020 City Corporate Strategic Plan under *Quality of Life* does identify four areas of strategic focus, one being to promote and support arts and culture; and

Whereas in the introduction of the Corporate Strategic Plan it does state “The priorities identified in this plan will guide our corporation through the next five years”; and

Whereas in the City Council-approved recommendations from the Community Adjustment Committee and included in the City Council-approved Future Sault Ste. Marie plan, Cultural Vitality is identified as one of four key pillars; and

Whereas on October 3, 2017 the Future SSM Plan was presented to an invited group of 19 Heritage Arts and Culture groups including the St. Marys River Marine Heritage Centre; and

Whereas at that time six recommendations were presented under the Cultural Vitality pillar including:

CV-1 Create a full-time City staff position to act as an advocate and catalyst for the arts and cultural sector.

CV-2 Update the City Cultural Policy and develop a Cultural Plan.

CV-3 Develop a sustainable funding model incorporating both public and private support to further develop cultural facilities, organizations, and events.

CV-4 Market our city as a preferred location for film and digital media production

CV-5 Assist and coordinate efforts to develop and market our artists.

CV-6 Foster a culture of creativity and excellence by celebrating arts and culture and providing diverse opportunities for creative expression and professional development.

Whereas the Future SSM Plan does state:

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

Whereas two City Council-appointed advisory committees, Cultural Advisory Board and Municipal Heritage Committee have reported and recommended to City Council the following:

1. Ongoing preservation of the Norgoma and that a location be maintained in the City’s Downtown neighbourhood;
2. While recognizing that The Marys River Marine Heritage Centre is an independent not-for-profit corporation over which Committees of Council have no authority, we suggest that the Centre complete a new strategic plan that responds to the opportunities and challenges outlined in this report;
3. The St. Marys River Marine Heritage Centre be considered the appropriate site for interpretative features that may accompany any UNESCO designation of the St. Mary’s River; and
4. The development of a Cultural Plan for the City of Sault Ste. Marie to take into account the cultural value of the Norgoma as outlined above

And whereas the NORDIK Institute has come forward to the St. Marys River Marine Heritage Centre Board with a contract to provide pro bono work and develop a new strategic plan for the Norgoma; and

Whereas the Norgoma Museum Ship has seen attendance averaging more than 5,000 annually for the past four years (2017 – 5370; 2016 – 5547; 2015 – 4797; 2014 – 5445) including a special event held for 10 days in October; and

Whereas the original mandate of the St. Marys Marine Heritage Centre was to operate as a museum and tourist attraction as outlined numerous times in the 1981 agreement with the City; and

Whereas informal discussion with local tourism industry and business leaders indicates there is agreement that while the Norgoma vessel needs refreshing, there is indeed potential to expand its role as an important marine heritage tourist attraction especially with the burgeoning cruise ship visits and said leaders are willing to participate as an advisory focus group in the development of a new strategic plan and

Whereas four summer students including special needs are employed by the St. Marys River Marine Heritage Centre,

Now Therefore Be It Resolved that City Council not take any action towards removal of the Museum Ship Norgoma; and

Further be it resolved in consideration of CV-1, CV-2 and CV-3 above that City Council direct the appropriate staff to work with the Norgoma Board and NORDIK Institute to develop an achievable plan to enhance and sustain the Norgoma as a marine heritage culture attraction and report back to City Council on said plan.

7.3.1.3	<i>Additional Correspondence</i>	264 - 279
7.4	Public Works and Engineering Services	
7.5	Fire Services	
7.6	Legal	
7.6.1	Closing and Conveyance of Portion of Peer Street	280 - 283
	Reports of the City Solicitor are attached for the consideration of Council.	
	The relevant By-law 2018-18 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
7.7	Planning	
7.7.1	A-7-18-Z.OP – 248 Wallace Terrace and 292 Farwell Terrace	284 - 308
	A report of the Senior Planner is attached for the consideration of Council.	
	Mover Councillor R. Niro Seconder Councillor J. Hupponen	
	Resolved that the Report of the Senior Planner dated 2018 04 28 concerning the Rezoning Application A-7-18-Z.OP be received and that Council deny the applicant's request to amend the Official Plan Amendment by way of a notwithstanding clause to the Residential policies and to rezone the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit the parking of vehicles upon the subject property in association with the auto body shop at 252 Wallace Terrace	
7.7.1.1	<i>Additional Information</i>	309 - 322
7.7.1.2	<i>Additional Correspondence</i>	323 - 323
7.8	Boards and Committees	
8.	Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council	
8.1	OLG Jobs	
	Mover Councillor M. Shoemaker Seconder Councillor O. Grandinetti	

Resolved that Mayor Provenzano be directed to send a letter to all three major provincial party leaders and to all three major provincial party candidates in the June 2018 provincial election seeking their position on moving every OLG job to Sault Ste. Marie if elected.

8.2 Sault Ste. Marie Branded Products

Mover Councillor M. Shoemaker
Seconder Councillor O. Grandinetti

Whereas Saultites are proud of their community, and the Council of the City of Sault Ste. Marie recognizes that pride and seeks to promote even greater community pride; and

Whereas Sault Ste. Marie-branded items are popular with both locals and former Saultites; and

Whereas making Sault Ste. Marie branded products more widely available would help promote community pride

Now Therefore Be It Resolved that staff investigate and report back on the feasibility of making Sault Ste. Marie-branded products available for sale to the public both online and by partnering with local retailers.

8.3 Immigration Pilot Project

Mover Councillor R. Niro
Seconder Councillor M. Bruni

Whereas provincial population projections released by the Ontario Ministry of Finance indicate Ontario's population is expected to grow between 2016 and 2041, but Northern Ontario is projected to see an overall decrease from 797,000 in 2016 to 782,000; and

Whereas the report identifies migration as the most important factor contributing to population growth for Ontario as a whole; and

Whereas census results (25% sample data) indicate Greater Sudbury, North Bay, Sault Ste. Marie, Thunder Bay and Timmins received 2,285 immigrants between the period of 2011 to 2016, while Ontario received 472,170 immigrants during the same period; and

Whereas the Atlantic Immigration Pilot sees the Federal Government and four Atlantic provinces (New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island) partner to help employers in the region hire job candidates who aren't Canadian citizens or permanent residents by expediting the immigration process; and

Whereas census results (25% sample data) indicate the four Atlantic provinces received 12,075 more immigrants between 2011 and 2016 in comparison to the 2006 to 2010 period, while Greater Sudbury, North Bay, Sault Ste. Marie, Thunder Bay and Timmins experienced a net increase of 205 immigrants during the same period; and

Whereas the Northern Ontario Large Urban Mayors are calling for remedial

action from Federal and Provincial Governments to address the unbalanced immigration situation in Ontario;

Now Therefore Be It Resolved that the City of Sault Ste. Marie's City Council call on the Federal and Provincial Governments to partner to implement a similar program to the Atlantic Immigration Pilot in Northern Ontario as a means to expedite immigration to the North and address demographic challenges.

8.3.1	<i>Additional Information</i>	324 - 340
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 R. Niro Secunder Councillor J. Hupponen	
	Resolved that all By-laws under item 11 of the Agenda under date 2018 04 23 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 2018-74 (Agreement) MOE Transfer of Review	341 - 376
	A report from the Director of Engineering is on the Agenda.	
	Mover Councillor R. Niro Secunder Councillor J. Hupponen	
	Resolved that By-law 2018-74 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment and Climate Change for the transfer of review of some applications for Environmental Compliance Approvals be passed in open Council this 23rd day of April, 2018.	
11.1.2	By-law 2018-75 (Agreement) Ontario's Main Street Revitalization Initiative	377 - 386
	A report from the Planning Director is on the Agenda.	
	Mover Councillor R. Niro Secunder Councillor J. Hupponen	
	Resolved that By-law 2018-75 being a by-law to authorize the execution of the Agreement between the City and The Association of Municipalities of Ontario for funding related to Ontario's Main Street Revitalization Initiative.	

- 11.1.3 By-law 2018-78 (Local Boards) Historic Sites Board 387 - 390**
- A report from the Curator of the Old Stone House is on the Agenda.
- Mover Councillor R. Niro
 Seconder Councillor J. Hupponen
- Resolved that By-law 2018-78 being a by-law to re-establish the Sault Ste. Marie Historic Sites Board be passed in open Council this 23rd day of April, 2018.
- 11.1.4 By-law 2018-79 (Agreement) Blackline Consulting IT Service Delivery Model 391 - 426**
- Council Report was passed by Council resolution on April 9, 2018.
- Mover Councillor R. Niro
 Seconder Councillor J. Hupponen
- Resolved that By-law 2018-79 being a by-law to authorize the proposal by Blackline Consulting to provide a Comprehensive Review of the submitted IT Service Delivery Model for the City be passed in open Council this 23rd day of April, 2018.
- 11.1.5 By-law 2018-80 (Zoning) 462 McNabb Street (Ontario Aboriginal Housing Support Services) 427 - 429**
- Council Report was passed by Council resolution on April 9, 2018.
- Mover Councillor R. Niro
 Seconder Councillor J. Hupponen
- Resolved that By-law 2018-80 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 462 McNabb Street (Ontario Aboriginal Housing Support Services) be passed in open Council this 23rd day of April, 2018.
- 11.1.6 By-law 2018-81 (Property) Purchase Part of 1005 Black Road (Thomas/Blue) 430 - 431**
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor R. Niro
 Seconder Councillor J. Hupponen
- Resolved that By-law 2018-81 being a by-law to authorize the acquisition of a portion of property located at civic 1005 Black Road (Thomas/Blue) be passed in open Council this 23rd day of April, 2018.
- 11.1.7 By-law 2018-82 (Property) Purchase Part of 1015 Black Road (Jones) 432 - 433**
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor R. Niro

Seconder Councillor J. Hupponen

Resolved that By-law 2018-82 being a by-law to authorize the acquisition of a portion of property located at 1015 Black Road (Jones) be passed in open Council this 23rd day of April, 2018.

11.1.8 By-law 2018-83 (Property) Purchase Part of 690 Black Road (Palmer Construction) 434 - 435

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

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2018-83 being a by-law to authorize the acquisition of a portion of property located at civic 690 Black Road (Palmer Construction Group Inc.) be passed in open Council this 23rd day of April, 2018.

11.1.9 By-law 2018-84 (Tax) 2018 Property Tax Capping Option Tools 436 - 438

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

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2018-84 being a by-law to adopt option tools for the purposes of administering limits for the Commercial, Industrial and Multi-Residential Property Classes be passed in open Council this 23rd day of April, 2018.

11.1.10 By-law 2018-85 (Agreement) Simpson Street Reconstruction 439 - 441

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2018-85 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Simpson Street from Queen Street East to Wellington Street East (Contract 2018-4E) be passed in open Council this 23 day of April, 2018.

11.1.11 By-law 2018-86 (Agreement) Black Road Reconstruction 442 - 444

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2018-86 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the

reconstruction of Black Road from Second to Third Line (Contract 2018-2E)
be passed in open Council this 23rd day of April, 2018.

11.1.12 By-law 2018-87 (Agreement) McNabb/Pim Drainage Improvements, Phase 2 445 - 466

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor R. Niro
Secunder Councillor J. Hupponen

Resolved that By-law 2018-87 being a by-law to authorized the execution of the Agreement between the City and Tulloch Engineering Inc. for engineering services for the McNabb Street/Pim Street Drainage Improvements, Phase 2 be passed in open Council this 23rd day of April, 2018.

11.1.13 By-law 2018-88 (Temporary Street Closing) Simpson Street Closure 467 - 467

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor R. Niro
Secunder Councillor J. Hupponen

Resolved that By-law 2018-88 being a by-law to permit the temporary closing of Simpson Street between Queen Street East and Wellington Street East from May 30, 2018 until October 31, 2018 be passed in open Council this 23rd day of April, 2018

11.1.14 By-law 2018-89 (Temporary Street Closing) Black Road Closure 468 - 468

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor R. Niro
Secunder Councillor J. Hupponen

Resolved that By-law 2018-89 being a by-law to permit the temporary closing of Black Road between Second and Third Line from May 30, 2018 until October 31, 2018 be passed in open Council this 23rd day of April, 2018.

11.1.15 By-law 2018-90 (Property) Declare Surplus 236 Prentice Avenue 469 - 470

A report from the City Solicitor is on the Agenda.

Mover Councillor R. Niro
Secunder Councillor J. Hupponen

Resolved that By-law 2018-90 being a by-law to declare the City owned property legally described as PIN 31594-0081 (LT) PT LT 8, 32 RCP H625 KORAH PT 1, 2 1R2704, PT 4 1R3082; SAULT STE. MARIE, being civic 236 Prentice Avenue, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 23rd day of April, 2018.

11.1.16 By-law 2018-91 (Agreement) Algoma District School Board Service

Agreement

Council Report was passed by Council resolution on March 5, 2018,

Mover Councillor R. Niro

Secunder Councillor J. Hupponen

Resolved that By-law 2018-91 being a by-law to authorize the execution of the Agreement between the City and Algoma District School Board to allow the City to conduct the election of trustees for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality, on behalf of Algoma District School Board be passed in open Council this 23rd day of April, 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

11.3.1 By-law 2018-18 (Street Closing and Conveyance) Peer Street 471 - 474

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

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 L. Turco

Secunder Councillor M. Shoemaker

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, April 9, 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, N. Kenny, P. Niro, S. Schell, D. McConnell, D. Elliott, P. Johnson, B. Lamming, V. McLeod, S. Piraino, D. Krmpotich

1. Adoption of Minutes

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council Meeting of 2018 03 19 be approved.

Carried

2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda

3. Declaration of Pecuniary Interest

3.1 Councillor M. Bruni - Council Travel

Employed by OLG.

3.2 Councillor R. Niro - OLG Correspondence

Son employed by OLG.

3.3 Councillor M. Shoemaker - Fort Creek Aqueduct Reconstruction – John Street to Carmen's Way

Successful proponent is a client of law firm.

3.4 Councillor J. Krmpotich - Local Immigration Partnership Immigration Refugees Citizenship Canada Funding Amendment

Brother employed through LIP funding.

3.5 Councillor P. Christian - OLG Correspondence

Spouse employed by OLG.

3.6 Mayor C. Provenzano - Animal Care and Control By-law

One of the parties is a former client.

3.7 Councillor M. Shoemaker - By-law 2018-49 (Agreement) Fort Creek Aqueduct Reconstruction

Successful proponent is a client of law firm

4. Approve Agenda as Presented

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the Agenda and Addendum for the 2018 04 09 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 National Volunteer Week

Elsbeth Belair, Volunteer Sault Ste. Marie Planning Committee Member was in attendance.

5.2 Be A Donor

Marci Oliverio was in attendance.

5.3 Sault Ste. Marie Region Conservation Authority Annual Report and Watershed Report Card

Rhonda Bateman, General Manager and Christine Ropeter, Assistant Manager and Communications were in attendance.

5.4 Peddler and Food Vendor Licencing By-law

Joseph Greco was in attendance.

5.5 M.S. Norgoma

This item was postponed to the April 23, 2018 Council meeting.

5.6 Transit Route Optimization Study

Wally Beck, Principal and Project Manager, Transit Consulting Network was in attendance.

5.7 Animal Care and Control By-law

Mayor C. Provenzano declared a conflict on this item. (One of the parties is a former client.)

Ken Marshall (owner) and Lorna Rudolph (Solicitor), Spruce Haven Nature Preserve, Cindy Ross (Humane Society) and Sara McCleary were in attendance.

5.8 Planning Application A-8-18-Z - 462 McNabb Street (Ontario Aboriginal Support Services)

Jason Marchand, Ontario Aboriginal Support Services (applicant), Francis Yarduk and Angele Desormeaux were in attendance.

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that all the items listed under date 2018 04 09 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended, save and except 6.3, 6.13, 6.26 and 6.18..

Carried

6.1 Council Travel

Councillor M. Bruni declared a conflict on this item. (Employed by OLG.)

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for one day in April for a meeting with OLG/Gateway Casino at an estimated cost to the City of \$400.

Carried

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for one day in April for a meeting with the Minister of Health and Long Term Care at an estimated cost to the City of \$400.

Carried

6.2 OLG Correspondence

Councillor R. Niro declared a conflict on this item. (Son employed by OLG.)

Councillor P. Christian declared a conflict on this item. (Spouse employed by OLG.)

6.4 Year End Financial Report – December 31, 2017

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 04 09 concerning the Year End Financial Report of December 31, 2017 be received as information.

Carried

6.5 Tender for Replacement of Exterior Cladding and Windows – Civic Centre

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Purchasing dated 2018 04 09 be received and that the tender for replacement of the exterior cladding and windows at the Civic Centre be awarded to Cy Rheault Construction Ltd. at their low tendered price, meeting specifications, of \$6,895,000 plus HST contingent upon Cy Rheault Construction Ltd.'s agreement to using sub-contractors (labourers) bound to Labourers' International Union of North America, Local 1036;

Further that the City's consultant, Morrison Hershfield, be authorized to provide a letter of intent formally authorizing Cy Rheault Construction Ltd. to proceed with this project;

Further that the increase to the construction project budget in the amount of \$875,500 be funded from the Asset Management Reserve.

A by-law authorizing signature of a formal contract for this project will appear on a future Council Agenda.

Carried

6.6 Tender for Lease of One (1) Motor Grader

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2018 04 09 be received and that the tender for the lease of one (1) grader c/w snow wing and front blade as required by the Public Works Department be awarded to Nortrax Canada Inc. at their tendered price including maintenance agreement and extended warranty of \$7,970.29 plus HST per unit for each periodic payment.

Carried

6.7 Tenders for Equipment

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Purchasing dated 2018 04 09 be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- One (1) Detachable Loader Mounted Snow Blower from J.A. LaRue Inc. at \$169,948.00
- One (1) 4WD Municipal Tractor c/w Snow Blower, Plow & Sweeper from Work Equipment Ltd. at \$150,320.00
- One (1) 58000 GVW Tandem Truck c/w Plow, Wing & Dump Box(Opt. 2) from Tru-Nor Truck Centre at \$222,678.98
- One (1) Articulated Wheel Loader from Tracks & Wheels at \$167,283.00

for a total amount of \$710,229.98 plus HST.

Carried

6.8 Black Road – Connecting Link Funding

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Engineering dated 2018 04 09 regarding Black Road Connecting Link funding be received as information.

Carried

6.9 RFP – Utility Upgrades – Black Road Reconstruction Second Line to Third Line

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Purchasing dated 2018 04 09 be received and that the proposals submitted by PUC Services Inc., Algoma Power Inc. and Shaw Cable for utility, street lighting and cable system upgrades be approved on a sole-source basis.

Carried

6.11 Black Road Connecting Link Project – Offers to Purchase

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-laws 2018-60, 2018-61, 2018-62 and 2018-63 are listed under item 11 of the Minutes.

6.12 Fort Creek Aqueduct Reconstruction – John Street to Carmen’s Way

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

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

The relevant By-laws 2018-49 and 2018-68 are listed under item 11 of the Minutes.

6.14 Firearms Bylaw Exemptions – Ermatinger-Clergue National Historic Site

The report of the Curator of the Ermatinger-Clergue National Historic Site was received by Council.

The relevant By-law 2018-66 is listed under item 11 of the Minutes.

6.15 Local Immigration Partnership Immigration Refugees Citizenship Canada Funding Amendment

Councillor J. Krmpotich declared a conflict on this item. (Brother employed through LIP funding.)

A report of the Coordinator Local Immigration Partnership was received by Council.

The relevant By-law 2018-73 is listed under item 11 of the Minutes.

6.17 Ontario Healthy Kids Community Challenge – Amended Agreements re: Theme 4

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

The relevant By-law 2018-65 is listed under item 11 of the Minutes.

6.19 Source Protection Municipal Implementation Fund Agreement: Amendment No. 4

A report of the Senior Planner was received by Council.

The relevant By-law 2018-69 is listed under item 11 of the Minutes.

6.20 Huron Street Pump Station

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Land Development and Environmental Engineer dated 2018 04 09 concerning the Huron Street pump station be received and a Request for Proposal and associated tendering process be approved.

Carried

6.21 McNabb Street – Pim Street Drainage Improvements Phase 2

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Design and Construction Engineer dated 2018 04 09 concerning the McNabb Street to Pim Street Drainage Improvements consultant selection be received, and that Council authorize single-sourcing this work by entering into an agreement for engineering services with Tulloch Engineering.

Carried

6.22 RFP – Comprehensive Review of Information Technology Service Delivery Model

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2018 04 09 be received and that the proposal submitted by Blackline Consulting to provide a Comprehensive Review of the Information Technology Service Delivery Model for the City of Sault Ste. Marie be approved;

Further that \$90,000 be allocated from the Unforeseen account to fund the project.

A by-law authorizing signature of the agreement for the provision of the Comprehensive Review will appear on a future Council agenda.

Carried

6.23 2018 Aqueduct Repairs – Engineering Agreement

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

The relevant By-law 2018-64 is listed under item 11 of the Minutes.

6.3 2018 Discretionary Spending List

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Chief Administrative Officer dated 2018 03 19 concerning 2018 Discretionary Spending List be received as information.

Postponed

Resolved that agenda item 6.3 be postponed to the April 23, 2018 Council meeting.

Carried

6.10 RFP – Utility Upgrades – Black Road Reconstruction McNabb Street to Second Line

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2018 04 09 be received and that the proposal submitted by PUC Services Inc. for utility and street lighting upgrades be approved on a sole-source basis.

Postponed

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that item 6.10 be postponed to a future meeting when the matter of Black Road Connecting Link Funding is considered.

Carried

6.13 Sault Remote Control Car Club Licence of Occupation Agreement

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

The relevant By-law 2018-47 is listed under item 11 of the Minutes.

6.16 Sault Ste. Marie Humane Society Funding Request

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 04 09 regarding the Sault Ste. Marie Humane Society be received and that the request for an additional \$24,150 in funding from the contingency reserve be approved.

Carried

6.18 Transit Relocation Report

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 04 09 concerning Transit Relocation Report be received and that Council request staff to develop a plan for Council approval to utilize Public Transit Infrastructure Funding for priority Transit needs that does not include re-opening the environmental assessment for an integrated Transit and Public Works and Transportation facility;

Further that staff review the study results and the Asset Management Plan for the Public Works facility and determine the needs and timing for identified projects.

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	11	1	1

Carried

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

RESOLVED THAT the report dated 2018 04 09 by the Deputy CAO, Community Development & Enterprise Services shall be received; and

BE IT FURTHER RESOLVED THAT Council direct staff continue to explore options for an integrated transit & PWT facility which could have, among other benefits:

- Downtown revitalization
- Reducing the municipal footprint
- Creating additional property tax revenue; and

and report back to Council on their findings with options for Council's consideration.

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

Councillor F. Fata		X	
Councillor J. Krmpotich		X	
Councillor O. Grandinetti		X	
Results	4	8	1
Defeated			

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 M.S. Norgoma – Options for Removal

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 04 09 concerning M.S. Norgoma – Options for Removal be received and that the recommendation to pursue option 3 (Peter Gregos-Nicols offer to acquire the Norgoma) be approved with funding of \$35,000 to come from the Facilities Maintenance Reserve;

Further that should a satisfactory agreement not be reached with Peter Gregos-Nicols and no other option comes forward for restoration at another location, that staff be requested to report with costs and a proposed timeline to proceed with option 5 (decommission and remove the M.S. Norgoma from Bondar Marina).

Postponed

7.3.2 Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager and Recreation and Culture submitted on behalf of the Cultural Advisory Board and the Municipal Heritage Committee dated 2018 02 05 concerning the Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma be received as information.

Postponed

7.3.3 Transit Route Optimization Study

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Transit and Parking dated 2018 04 09 concerning Transit Route Optimization Study be received and that City Council proceed with the implementation of the Transit Route Optimization Plan beginning June 3, 2018 which will include:

- Return of late evening Sunday service;
- Addition of the Great Northern bus to connect the Great Northern Road area to the Downtown Business area;
- Moving forward with east-west connectors and route enhancements that reduce travel time and reduce the need to travel to the downtown terminal; and

that staff be requested to develop a plan to maximize the City's share of the Public Transit Infrastructure Funding over the next ten years and make Transit infrastructure a priority in order to leverage this funding opportunity.

Carried

7.3.3.1 Additional Information and Amending Motion

Moved by: Councillor P. Christian

Seconded by: Councillor S. Butland

Resolved that the main motion be amended by adding the words "except that the Eastside route traveling east on Bennett Boulevard exit Bennett Boulevard and travel north on Boundary Road and left onto South Market Street" be added following bullet #3 in the main motion.

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.6.1 Peddler and Food Vendor Licencing By-law

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

The relevant By-law 2018-67 is listed under item 11 of the Minutes.

7.6.1.1 Additional Information

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Whereas it is the intent of City Council to revise the peddler and food vendor by-law;
and

Whereas the City's Legal Department has provided Council with the said by-law; and

Whereas Council has received a letter from Joseph Greco of Willson Law representing local business owners who are impacted by the peddler and food vendor licencing by-law;

Now Therefore Be It Resolved that the letter from Willson Law be referred to the City's Legal Department for review, and consideration of including the suggested changes to the by-law.

Carried

7.6.2 Animal Care and Control By-law

Mayor C. Provenzano declared a conflict on this item. (One of the parties is a former client.)

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

Moved by: Councillor S. Butland

Seconded by: Councillor S. Myers

Whereas by Council resolution passed on 20 02 2018 City Council directed the Solicitor to include in the proposed new animal care and control by-law wording that would exempt or grandfather Spruce Haven Nature Park from complying with any sections of the proposed new by-law that would otherwise cause the operation to be in a state of non-compliance; and 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;and

Now Therefore Be It Resolved that the resolution be reconsidered.

Recorded	For	Against	Absent
Mayor C. Provenzano			
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	8	4	0

Carried

Moved by: Councillor S. Butland
 Seconded by: Councillor S. Myers

Whereas Spruce Haven Nature Park has provided a noteworthy service to abandoned animals for several decades and has proven to be a compassionate caregiver to these animals and has provided an enjoyable experience for a certain segment of our residents; and

Whereas despite the above, a recent occurrence regarding an insufficient animal enclosure has resulted in several escapes by a wolf with potential safety risks to neighbouring residents;

Now Therefore Be It Resolved that the City of Sault Ste. Marie adopt the Animal Care and Control By-law recommended by the Legal Department including the prohibition of zoos in Sault Ste. Marie; and

Be It Further Resolved that the City require Spruce Haven Nature Park to be in compliance with the Animal Care and Control By-law herein adopted on or before December 31, 2018.

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

Recorded	For	Against	Abstain
Mayor C. Provenzano			
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	6	6	0

Defeated

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the provisions of Procedure by-law 2013-100 be suspended to allow the consideration of agenda item 7.6.2 (motion of reconsideration).

Carried

7.6.2.1 Additional Information

7.7 Planning

7.7.1 A-6-18-Z – 462 McNabb Street (Ontario Aboriginal Housing Support Services)

The report of the Senior Planner was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the Report of the Senior Planner dated 2018 04 09 concerning Rezoning Application A-6-18-Z be received and that Council rezone the subject property from Institutional (I) to Institutional (I.S) with a special exception to permit up to 20 dwelling units to be located within the existing building, in addition to the uses currently permitted in the Institutional Zone (I).

And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Carried

7.8 Boards and Committees

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

8.1 Snow Dumps

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Whereas many contracts charge commercial and multi-residential buildings significant amounts to collect and dispose of piled snow on their properties; and

Whereas the City of Sault Ste. Marie does not have any special zoning provisions identifying where these piles of snow can be brought and dumped within the city limits; and

Whereas the Planning Department requires that any property requesting a change in use has a drainage plan to ensure that no harmful substances are making their way into the City's ditches and sewers; and

Whereas no similar safeguards exist for the substances that flow from snow dumps into the City's ditches and sewers;

Now Therefore Be It Resolved that the Planning Department along with the input from any other department be requested to investigate the creation of a new zoning classification for snow dumps and further that it considers:

- a fee structure to offset or cover the costs the City incurs from the annual runoff from snow dumps (either as part of the Stormwater Management Fee Study, or independent of it);
- environmental safeguards to ensure the runoff of any harmful substance is minimized to the greatest degree possible.

8.1.1 Replacement Resolution regarding Snow Dumps

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Whereas many site plan agreements require private property owners to remove large snow piles from their properties; and

Whereas the City of Sault Ste. Marie does not have any special zoning provisions dealing with where the large piles of snow on private property can be brought and dumped within the city limits; and

Whereas the Stormwater Management Plan seeks to ensure that no harmful substances are making their way into the rivers and lakes around the Sault; and

Whereas at present, no safeguards exist to control where private snow dumps can be, which can lead to harmful substances ending up in the rivers and lakes around the Sault;

Now Therefore Be It Resolved that the Planning Department along with the input from any other department investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible.

Carried

8.2 Holiday Waste Collection

Moved by: Councillor M. Shoemaker

Seconded by: Councillor O. Grandinetti

Whereas on December 4, 2017, staff recommended to Council that the method of waste collection on public holidays should continue as it is currently done, that being, that collection is one day late for any week during which there is a public holiday; and

Whereas staff reported that the overtime costs associated with the current method of waste collection on holidays is \$50,000 annually; and

Whereas the report did not contain information on what comparable municipalities throughout Ontario do for waste collection in weeks during which there is a public holiday;

Now Therefore Be It Resolved that the staff be requested to investigate and report on the method comparator municipalities use for collecting waste in weeks during which there is a public holiday.

Carried

8.3 Open Data

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Butland

Whereas many government agencies including municipalities are developing open data plans and open data catalogues to make more data available to the general public; and

Whereas sharing data and datasets with the general public can make the city more transparent, accountable and accessible; and

Whereas sharing data and datasets with the general public encourages engagement and participation and can lead to private sector economy and/or opportunity; and

Whereas an open data plan can assist in the development of the community as a 'Smart City' and form a part of the necessary foundation; and

Whereas the City does not have an open data plan or strategy;

Now Therefore Be It Resolved that the appropriate City staff be requested to research, develop and draft an open data plan and strategy for the municipal corporation and present the same to Council for review and approval.

Carried

8.4 Digital Strategy

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Butland

Whereas the City's corporate strategic plan identifies innovation and productivity as core values; and

Whereas municipalities now commonly develop digital strategies which ensure that the municipality is upgrading its technologies; and

Whereas a digital strategy can assist in ensuring becomes more innovative and forward looking and provides better, more accessible and timely customer service and customer service experience; and

Whereas a progressive digital strategy can assist in the development of the community as a 'Smart City' and form a part of the necessary foundation; and

Whereas the City is embarking on a comprehensive review of its IT service delivery model which will provide a basis for developing a digital strategy;

Now Therefore Be It Resolved that the appropriate City staff research, develop and draft a digital strategy for the municipal corporation and present the same to Council for its review and approval.

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 L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that all by-laws under item 11 of the Agenda under date 2018 04 09 be approved, save and except 2018-19, 2018-47, 2018-49 and 2018-67.

Carried

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

11.1.4 By-law 2018-60 (Property Acquisition) Purchase Part of Black Road

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-60 being a by-law to authorize the acquisition of an irregular strip of rural residential land along the west side of Black Road (Minister of Infrastructure) be passed in open Council this 9th day of April, 2018.

Carried

11.1.5 By-law 2018-61 (Property Acquisition) Purchase Part of 536 Black Road

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-61 being a by-law to authorize the acquisition of a portion of property located at civic 536 Black Road (Minister of Infrastructure) be passed in open Council this 9th day of April, 2018.

Carried

11.1.6 By-law 2018-62 (Property Acquisition) Purchase Part of 483, 489 and 493 Black Road

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-62 being a by-law to authorize the acquisition of portions of property located at civics 483, 489 and 493 Black Road (Oaklin Trucking and Leasing Limited) be passed in open Council this 9th day of April, 2018.

Carried

11.1.7 By-law 2018-63 (Property Acquisition) Purchase Part of 638 Black Road

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-63 being a by-law to authorize the acquisition of a portion of property located at civic 638 Black Road (Bethel Bible Chapel) be passed in open Council this 9th day of April, 2018.

Carried

11.1.8 By-law 2018-64 (Agreement) Central Creek and Farwell Terrace Aqueducts

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-64 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for repair work to be carried out on the Central Creek Aqueduct at MacKenzie Street and on the Farwell Terrace Aqueduct at Second Line be passed in open Council this 9th day of April, 2018.

Carried

11.1.9 By-law 2018-65 (Agreement) Amending Services Agreement with Algoma Public Health

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-65 being by-law to authorize the execution of the Agreement between the City and The Board of Health for the District of Algoma Health Unit operating as Algoma Public Health to extend the programming for the existing Ontario Healthy Kids Community Challenge to include Theme 4 which commences April 1, 2018 and ends on September 30, 2018 be passed in open Council this 9th day of April, 2018.

Carried

11.1.10 By-law 2018-66 (Regulations) Noise Exemption for Ermatinger-Clergue National Historic Site

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-66 being a by-law to exempt the Ermatinger-Clergue National Historic Site from May 1, 2018 to December 20, 2018 from Noise Control By-law 80-200 be passed in open Council this 9th day of April, 2018.

Carried

11.1.12 By-law 2018-68 (Temporary Street Closing) Wellington Street West

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-68 being a by-law to permit the temporary closing of Wellington Street West from John Street to Carmen's Way from April 16, 2018 until October 31, 2018 be passed in open Council this 9th day of April, 2018.

Carried

11.1.13 By-law 2018-69 (Agreement) Source Protection Municipal Implementation Fund Amendment No.4

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-69 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change for Amendment No. 4 to an Ontario Transfer Payment Agreement under the Source Protection Municipal Implementation Fund be passed in open Council this 9th day of April, 2018.

Carried

11.1.14 By-law 2018-70 (Taxes) Tax Rates

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-70 being a by-law to provide for the adoption of property tax rates for 2018 be passed in open Council this 9th day of April, 2018.

Carried

11.1.15 By-law 2018-71 (Taxes) Adoption of Tax Ratios

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-71 being a by-law to provide for the adoption of tax ratios be passed in open Council this 9th day of April, 2018.

Carried

11.1.16 By-law 2018-72 (Taxes) Final Tax Billing

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-72 being a by-law to provide for 2018 final tax billing be passed in open Council this 9th day of April, 2018.

Carried

11.1.17 By-law 2018-73 (Agreement) Local Immigration Partnership Amendment

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-73 being a by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in Right of Canada, represented by the Minister of Immigration, Refugees and Citizenship to amend the 2017-2020 Contribution Agreement from Immigration Refugees Citizenship Canada (IRCC) be passed in open Council this 9th day of April, 2018.

Carried

11.1.18 By-law 2017-76 (Agreement) Funding for Sault Ste. Marie Insectarium

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-76 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Insectarium for funding to assist with operating costs be passed in open Council this 9th day of April, 2018.

Carried

11.1.1 By-law 2018-19 (Regulation) Animal Care and Control

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

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 9th day of April, 2018.

Officially Read and Not Dealt With

11.1.2 By-law 2018-47 (Agreement) Sault Remote Control Car Club

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-47 being a by-law to authorize the execution of the Agreement between the City and Sault Remote Control Car Club in reference to their exclusive use of Wilcox Park Tennis Courts effective April 1, 2018 be passed in open Council this 9th day of April, 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	9	2	2
Carried			

11.1.3 By-law 2018-49 (Agreement) Fort Creek Aqueduct Reconstruction

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that By-law 2018-49 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the next phase in improvements to the Fort Creek Aqueduct which includes the reconstruction of the Fort Creek Aqueduct along Wellington Street West from John Street to Carmen's Way (Contract 2018-1E) be passed in open Council this 9th day of April, 2018.

Carried

11.1.11 By-law 2018-67 (Licencing) Peddler and Food Vendors

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2018-67 being a by-law to licence, govern and regulate peddlers and street sales and to repeal By-laws 2003-51 and 2003-53 be passed in open Council this 9th day of April, 2018.

Postponed

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 R. Niro

Seconded by: Councillor J. Hupponen

Resolved that this Council proceed into closed session to discuss two labour relations / employee negotiations items;

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

Municipal Act R.S.O. 2002 – section 239 (2) (d) labour relations / employee negotiations.

Carried

14. Adjournment

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

Sault Ste. Marie and Area Drug Strategy

Opioid Crisis in Algoma



The SSM & Drug Strategy Committee believe that by acknowledging the opioid crisis in our community, we are **respecting all those we have lost to the opioid crisis**, and validating all those still living, loving and supporting those still fighting this battle.

In Algoma:

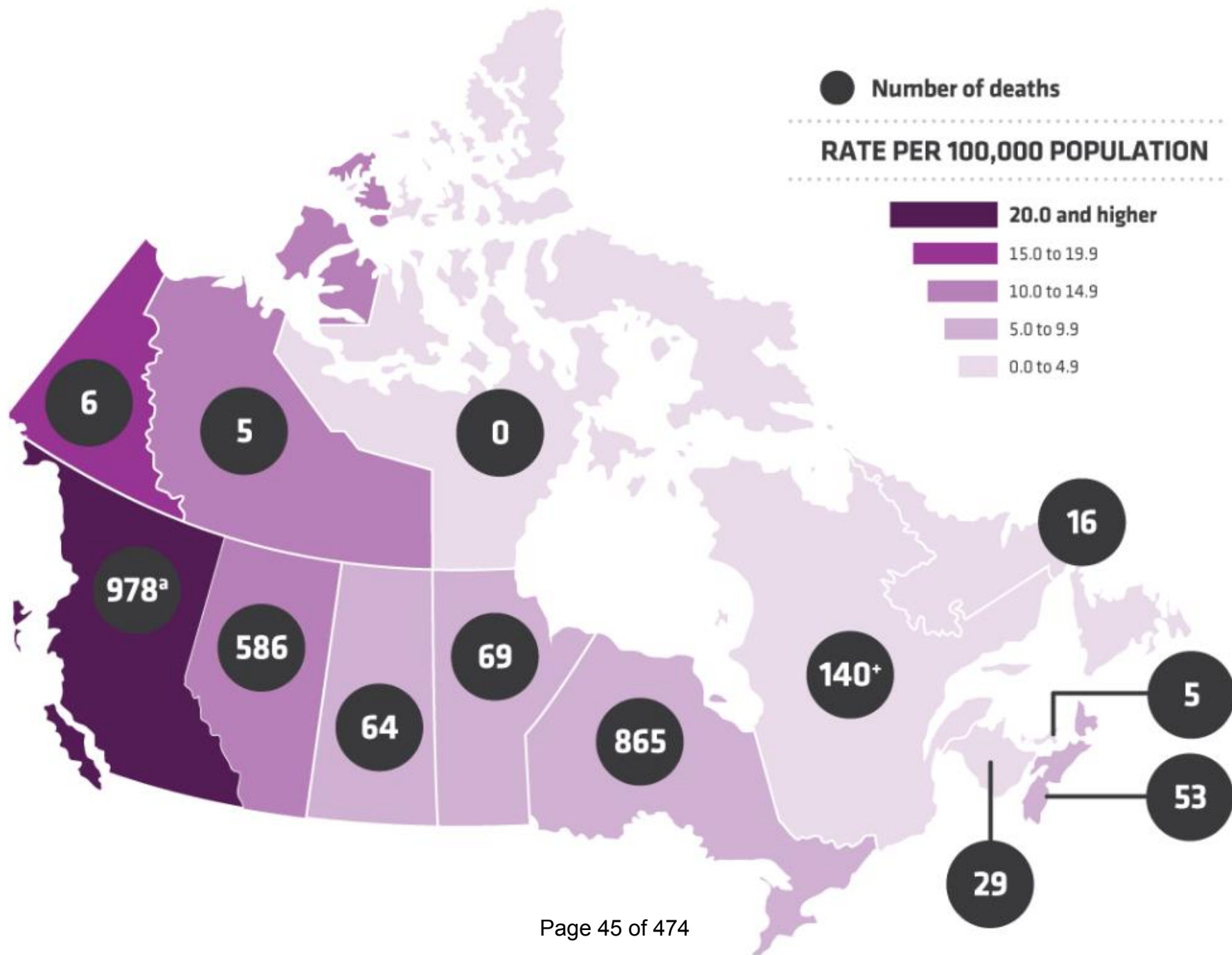
0.8 % of population were prescribed opioid substitution therapy to treat opioid use disorder (NMS 2016; ON rate = 0.4%, NE LHIN rate = 0.9%)

14.8% of population used an illicit drug in the past 12 months (CCHS 2009-2012; ON rate = 13%)

50.2% of population self-report having ever used an illicit drug: (CCHS 2009-2012; ON rate = 40.6%)

Opioid-Related Death Rate in Algoma

- In Algoma, the opioid-related death rate is **13.0 per 100,000 people**.
- The opioid-related death rate in Ontario is **6.2 per 100,000 people**.



Canada's Response

2016 – Health Canada changed the prescription status of **naloxone** to increase public access



841 Naloxone Kits have been distributed in the District of Algoma from April 2017 – February 2018

- Pharmacies, Algoma Public Health, GHC Hep Care Program

Local Changes

- Dramatic **increase in heroin** use in the last year
- Medications have been moved to behind-the-counter (ie: orajel, Imodium) to minimize theft and abuse potential
- Increase in forged prescriptions for opioids
- ***Presence of fentanyl and analogues in SSM***



Harms Associated with Opioid Misuse

- Overdose
- Death
- Injury
- Blood Borne Infections (*double provincial average rates of Hep C in 2014*)
- Substance Use Disorder (Addiction)
- Mental Illness
- Neonatal Abstinence Syndrome (NAS)

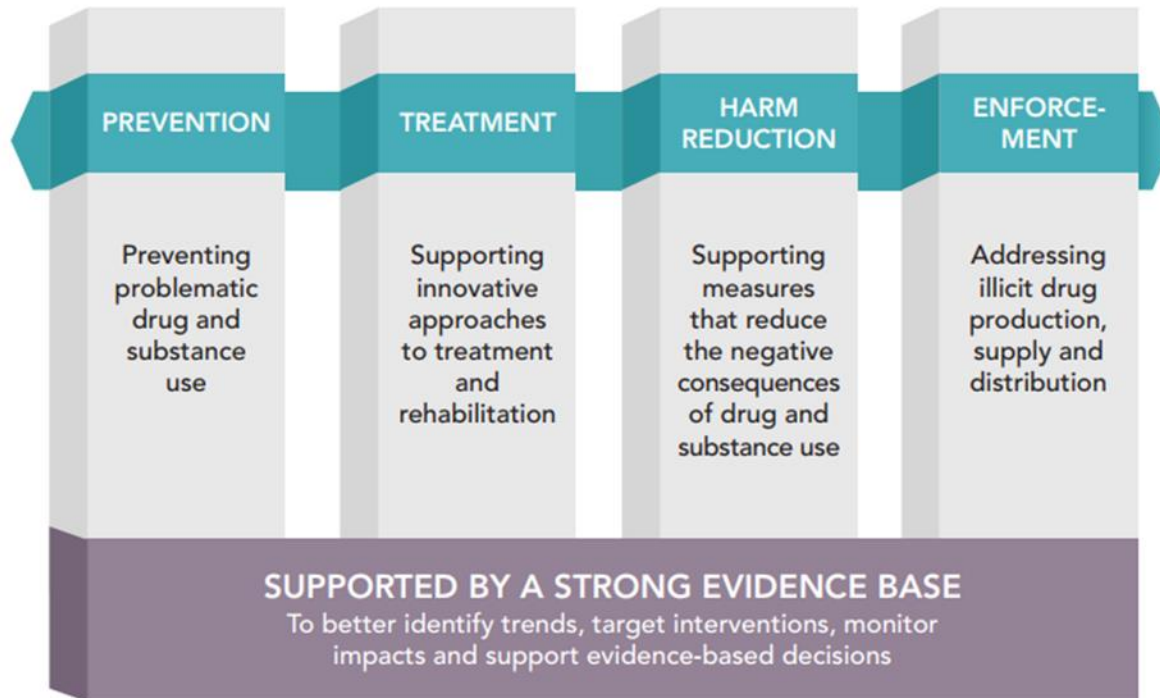
Financial Impacts of the Opioid Crisis

- Triage presentation to ER: **\$500**
- One day inpatient stay: **\$1000-1300**
- Trip by Air Ambulance to Sudbury for testing related to Endocarditis:
up to \$10,000



CANADIAN DRUGS AND SUBSTANCES STRATEGY

A COMPREHENSIVE, COLLABORATIVE, COMPASSIONATE
AND EVIDENCE-BASED APPROACH TO DRUG POLICY



Health
Canada

Santé
Canada

Canada

Sault Ste. Marie Police Services

- Since January 2018 – 8 calls have been made for an ambulance to the cells

March 18, 2018 – confirmed seizure of
CARFENTANIL

Emergency Services

- January 2017 – EMS responded to 7 incidents of suspected opioid overdose
- There was a **114%** increase in ER visits from 2016/2017 to 2017/2018.
- September 2017 – EMS responded to **40 incidents** for suspected opioid overdose
 - **22 occurring in one week**
 - **8 occurring in one night**

Hep Care Program

Program service users continue to report an average of ***15 overdoses per week***, with the average number of kits being used a minimum of ***2 per overdose (4 naloxone administrations)***

Neighbourhood Resource Center

- There has been a spike in clients who are accessing the NRC while under the influence
- Friday afternoon drop-in is accessed by approximately 42 people per week.
- Client's can access food services, clothing, primary care, access practical assistance items and various social supports with little to no barriers.

A New Link

April 1, 2017 to Present Day

- 56% of parenting and/or pregnant women accessing services, report using opioids.

Algoma Family Services

- 245 clients, **12% of clients using opioids** (heroin/fentanyl)
- Similar to adults, youth are not reporting overdoses
- Reports of overdoses as young as 14 years

Algoma Public Health

Harm Reduction Team

- Surveillance
 - Providing monthly bulletin to opioid response team which will show any spikes in overdoses
- Local response
 - ***Communication campaign*** (where to access naloxone and stigma reduction)
- Naloxone Expansion
 - Expanding naloxone availability to community agencies (for client distribution) and ***interested Fire and Police Services***

Maamwesying

North Shore Community Health Services

- **89%** of client's state no fentanyl use, however, *urine toxicology shows multiple strains of fentanyl* (including Norcarfentanil and norfentanyl)
- **Over 85% of clients have overdosed or had close family/friend who have overdosed**
 - *First time drug user who thought he was using cocaine , but the cocaine was laced with opioids and the overdose was fatal.*

Across the social services field, addiction champions are experiencing *burn out and vicarious trauma, due to the influx and severity of addiction*, with little to no growth in the supports provided.

Harm Reduction Work In Algoma

Free Naloxone kits

- Pharmacies
- Algoma Public Health offices
- John Howard Society
- Group Health Centre Hep Care Program

Needle Exchange programs

- Algoma Public Health offices
- John Howard Society (M-F 1:00-4:00)

Sault Ste. Marie has many dedicated front line workers going above and beyond every day... **yet we are still under-serving this patient population**

This is evidence in itself that we are in a crisis.



Thank you!



Social Services
District of Sault Ste. Marie
Social Services
Administration Board



Canadian Mental
Health Association
Association canadienne
pour la santé mentale



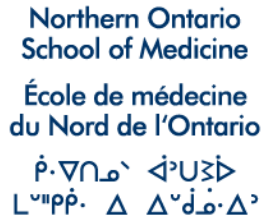
Algoma
PUBLIC HEALTH
Santé publique Algoma

Opening Doors To A New Life



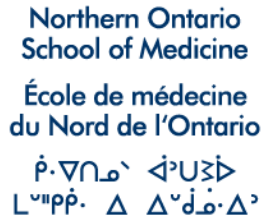
A New Link
Page 61 of 474
Helping Pregnant and Parenting Women with Substance Use Issues

JohnHoward
SOCIETY OF ONTARIO

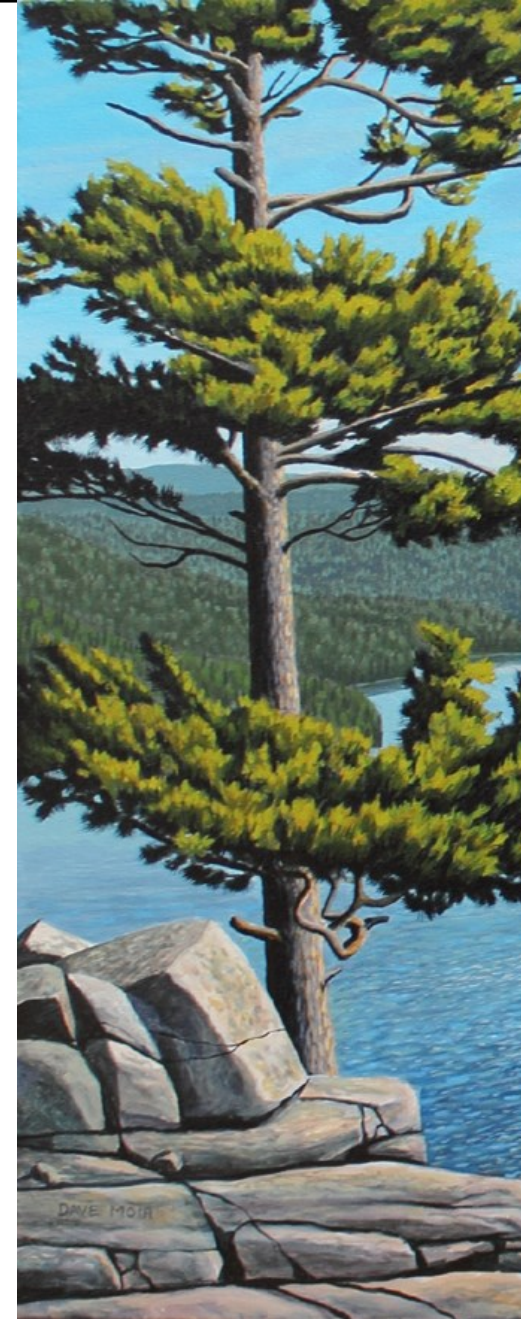


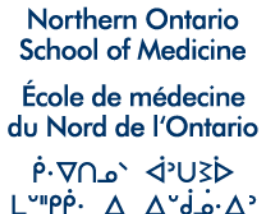
A detailed map of the Lake Superior region, showing the border between Ontario, Canada, and Wisconsin, USA. The map is densely populated with colorful pushpins (red, yellow, green, blue, orange) and two blue flags, marking numerous locations of interest. Key geographical features include Lake Superior, Lake Huron, and Lake Michigan. Major cities and towns labeled include Thunder Bay, Duluth, Superior, Ashland, Iron Mountain, Marquette, Ishpeming, Escanaba, Potoski, Alpena, Traverse City, Wausau, and Sault Ste. Marie. The map also shows various rivers, such as the White River and the Kaministiquia River, and islands like Isle Royale. The pushpins are distributed across the entire region, with a higher concentration in the central and eastern parts of the map. The two blue flags are placed near Thunder Bay and Sault Ste. Marie. The map is a physical printout with a white background and colored lines representing geographical features. The text is in a serif font, and the overall appearance is that of a historical or research map.

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- **Speaker Name:** David C. Marsh
- **Relationships with commercial interests:**
 - Chief Medical Director, CATC
 - Professor Clinical Sciences, NOSM





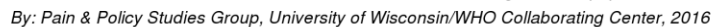
Opioid-dependence is a major concern for the people of Ontario

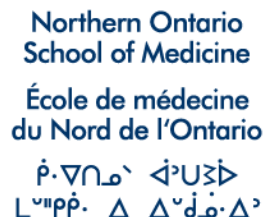
- Opioid-overdose is the number one cause of mortality in 24-35 year-olds in Ontario
 - Opiate addiction is recognized as a serious problem in the North
 - Opioid Agonist Therapy (substitution/maintenance) is the standard of care
 - Number of Ontario patients in methadone/buprenorphine therapy increased from 6000 (2004) to over 60,000 in 2017
- 





Total opioid consumption (morphine equivalence mg/capita)
1980-2014





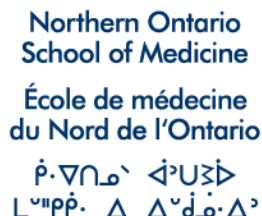


Table 7 Odds of Abusing ER Morphine via Specific Routes of Administration Relative to other Compounds

$P \leq .0001$

^c $p \leq .001$ ^a $p \leq .05$

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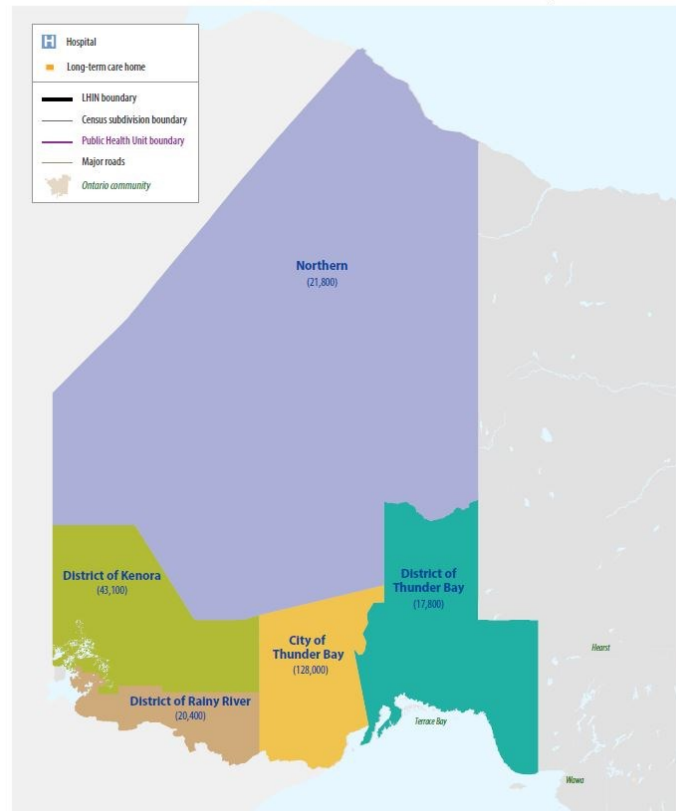
NWLHIN and NELHIN

Northern Ontario
Sch

Éca
du l
p.
L^ul

North West LHIN

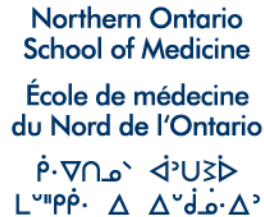
Sub-Region Boundaries



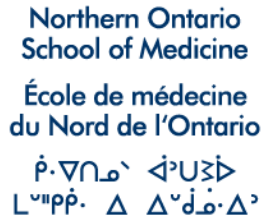
Ontario

Produced by Health Analytics Branch, HSIM, Ministry of Health and Long-Term Care (02-2017)





LHIN (ordered by LHIN number)	Opioid Users			OMT Opioid Users		
	Number	Rate per 10,000	Rank	Number	Rate per 10,000	Rank
Ontario	669,674	2,054		33,693	103	
Erie St. Clair	43,302	2,319	2	2,544	136	3
South West	52,888	2,002	11	3,377	128	6
Waterloo Wellington	33,883	2,011	10	1,418	84	10
Hamilton Niagara Haldimand Brant	93,308	2,412	1	5,271	136	4
Central West	34,219	2,040	9	830	49	12
Mississauga Halton	39,429	1,803	12	914	42	14
Toronto Central	52,813	2,047	8	2,929	114	8
Central	66,388	1,777	14	1,671	45	13
Central East	80,194	2,057	7	3,636	93	9
South East	33,943	2,140	5	1,863	117	7
Champlain	59,066	1,797	13	2,263	69	11
North Simcoe Muskoka	27,836	2,247	4	1,640	132	5
North East	39,585	2,307	3	3,259	190	2
North West	12,084	2,061	6	2,026	346	1



LHIN (ordered by LHIN number)	Deaths in 2013			Deaths Over 5 Years		
	Number	Rate per 10,000	Rank	Number	Annualized Rate per 10,000	Rank
Ontario	638	0.47		2879	0.43	
Erie St. Clair	44	0.69	4	207	0.65	3
South West	58	0.60	6	236	0.49	6
Waterloo Wellington	33	0.43	9	129	0.34	10
Hamilton Niagara Haldimand Brant	97	0.68	5	453	0.65	3
Central West	23	0.26	12	115	0.26	12
Mississauga Halton	24	0.20	14	135	0.24	13
Toronto Central	66	0.54	7	295	0.49	6
Central	42	0.23	13	186	0.21	14
Central East	62	0.39	10	308	0.40	9
South East	24	0.49	8	107	0.44	8
Champlain	39	0.30	11	192	0.30	11
North Simcoe Muskoka	34	0.73	3	127	0.56	5
North East	57	1.01	2	249	0.88	2
North West	33	1.39	1	125	1.05	1

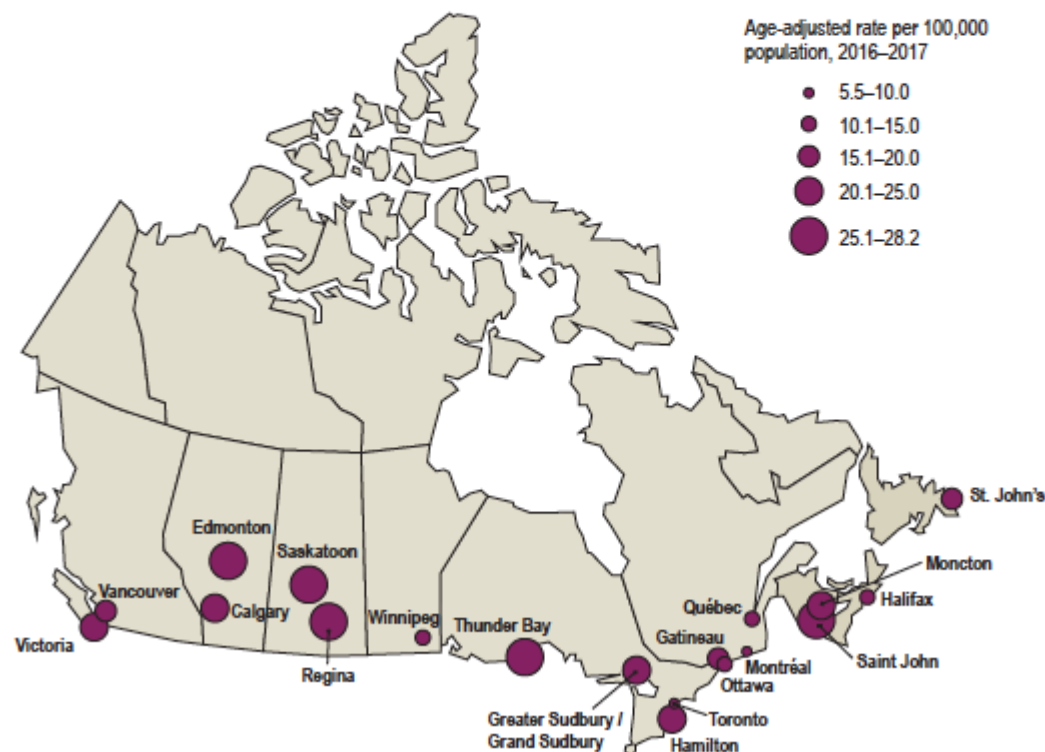


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Figure 3: Opioid poisoning hospitalization rates by selected census metropolitan areas,* 2016–2017



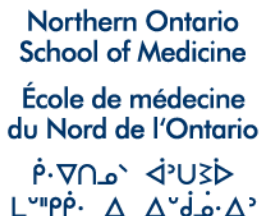
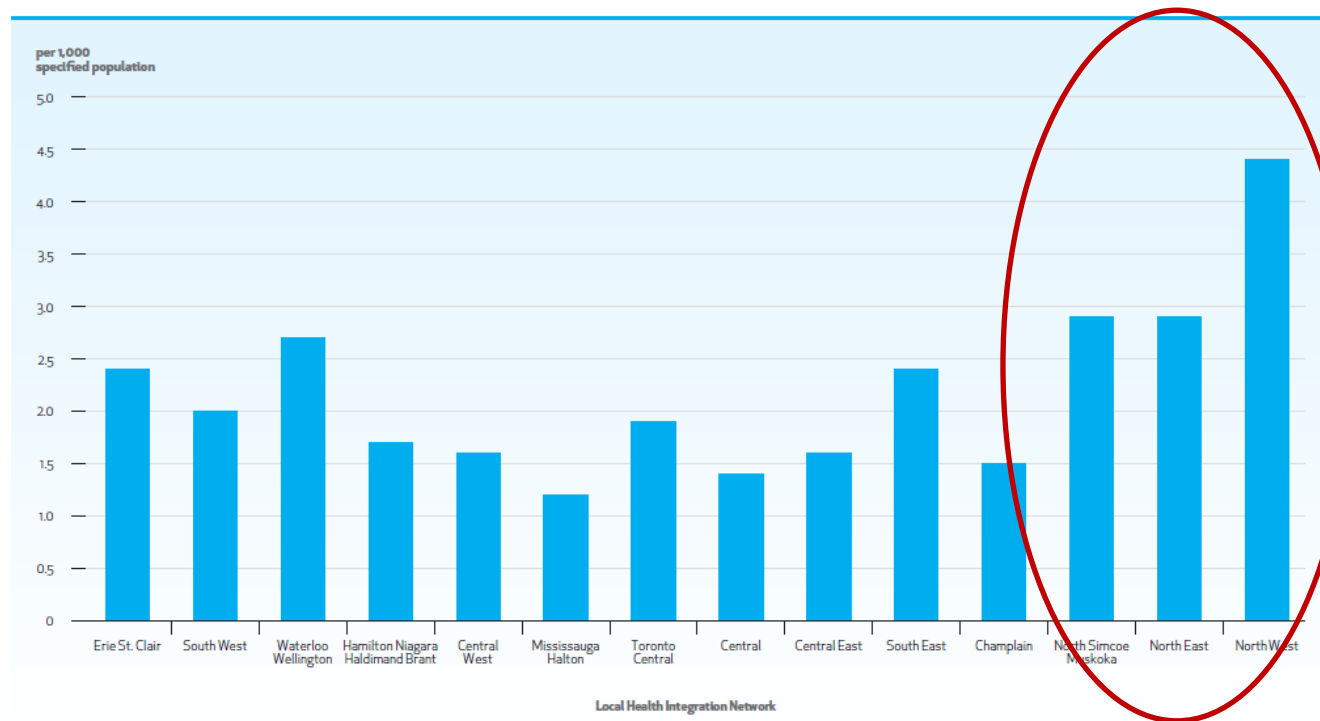
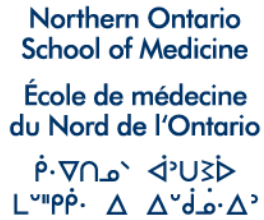


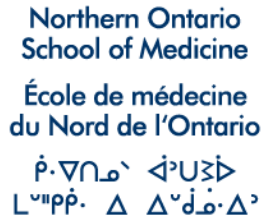
EXHIBIT 3.19.9 Standardized rate of hospital admissions related to mental health and addictions per 1,000 population aged 0 to 24 years, by Local Health Integration Network, in Ontario, three-year average for 2009/10 to 2011/12



The Mental Health of Children and Youth in Ontario: A Baseline Scorecard (2015)



The graph illustrates the relationship between Dose (Y-axis) and Time (X-axis). A blue curve represents a pharmacokinetic profile, starting at a low dose, rising to a peak, and then decaying. A green dashed line shows a linear decay from the peak. A red oscillating curve represents a fluctuating dose or concentration over time. The area under the red curve is filled with yellow, green, and purple regions, likely representing different phases or components of the dose.



- Ontario is largest single payer system in the North America
- Located at Sunnybrook Hospital
- Identified as a global leader in health systems research
- Data repository for Ontario Health System and Patient Registry data
- Platform to facilitate access to data and expertise for health systems inquiry



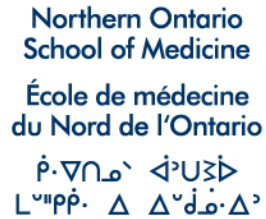
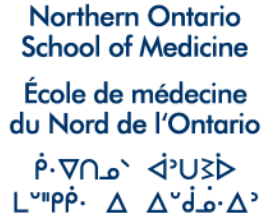


Table 2: Treatment retention at 1 year and mortality rates during course of first MMT episode

Group	N	%	HR (95% CI)	p-value
Southern Urban (reference group)	14,052	5,518 (39.27%)	1	
Southern Rural	1,011	410 (40.55%)	1.06 (0.93, 1.20)	1.06 (0.93, 1.20)
Northern Urban	1,620	761 (46.98%)	1.37 (1.24, 1.52)	1.14 (1.02, 1.27)
Northern Rural	528	258 (48.86%)	1.48 (1.24, 1.76)	1.31 (1.11, 1.54)
Southern Urban (reference group)	14,052	114 (0.81%)	1	
Southern Rural	1,011	18 (1.78%)	2.22 (1.34, 3.66)	2.36 (1.34, 4.16)
Northern Urban	1,620	≤5	-	
Northern Rural	528	≤5	-	

p<.0001

Legend: Northern Rural (dashed grey), Northern Urban (solid grey), Southern Rural (dashed black), Southern Urban (solid black)



- 34% of patients considered baseline cocaine users
- Patients are 24% more likely to be baseline cocaine users if they are from the North
- Patients are 50% less likely to be cocaine users if from a rural community



- Baseline users experienced decreased retention rate (39% vs. 46%)
- Baseline cocaine users experienced decreased median days retained (212 days vs. 302 days)

International Journal of Drug Policy



THE INTERNATIONAL JOURNAL OF
DRUG
POLICY

VOLUME 25 NUMBER 1 FEBRUARY 2010

The impact of cocaine use in patients enrolled in opioid agonist therapy in Ontario, Canada



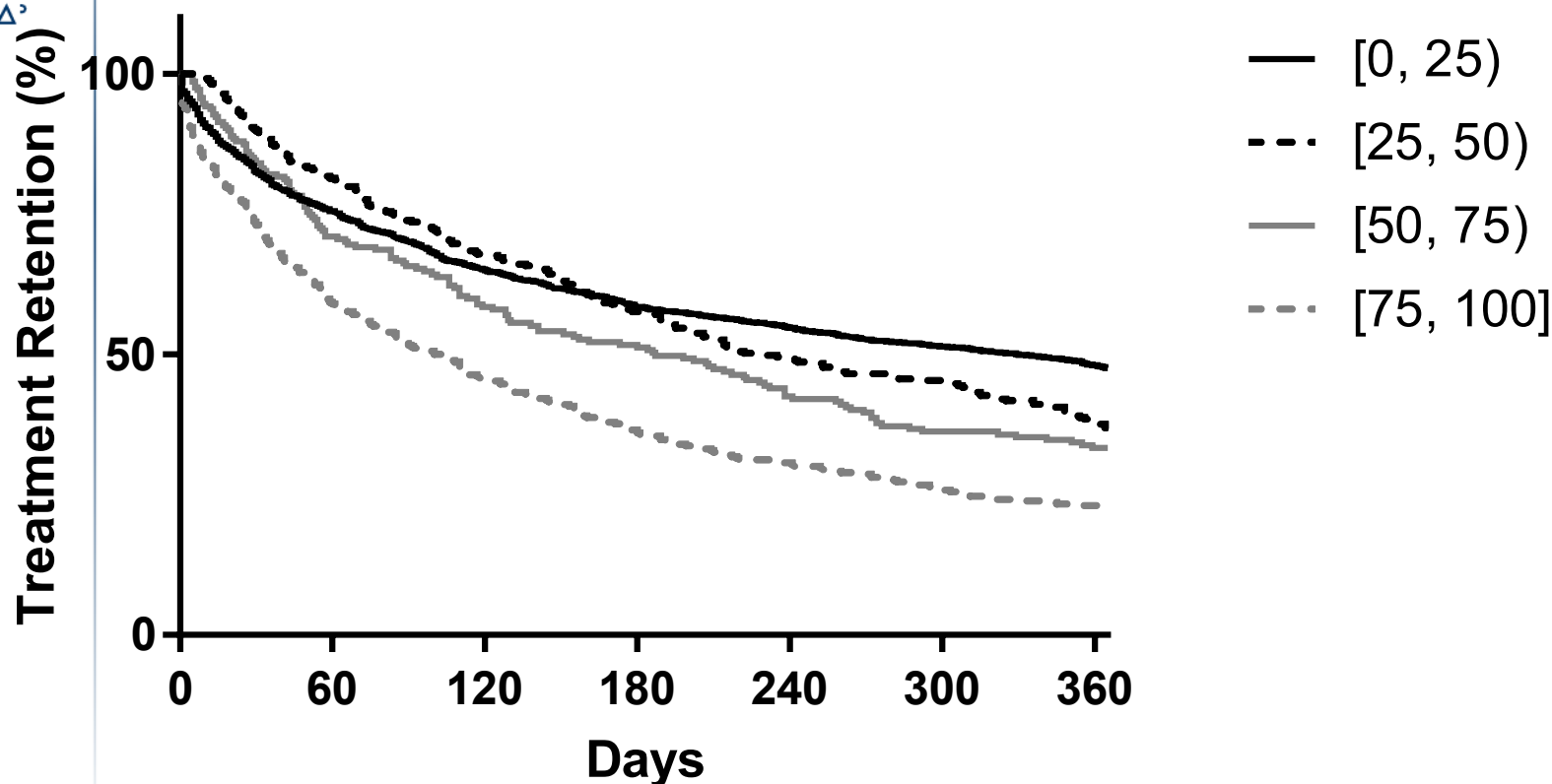


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Retention by proportion of cocaine positive urine samples

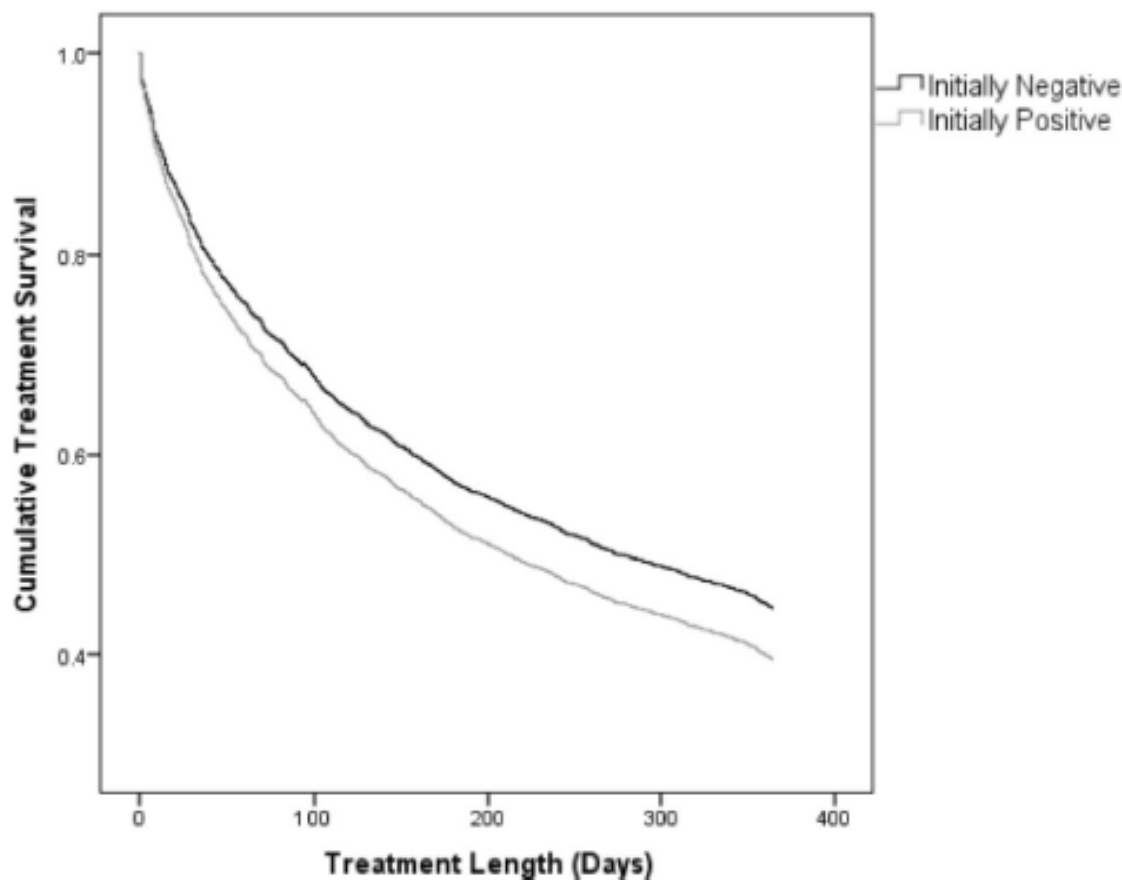




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Franklyn et al. *Harm Reduction Journal* (2017) 14:6
DOI 10.1186/s12954-017-0134-5

Harm Reduction Journal

RESEARCH

Open Access



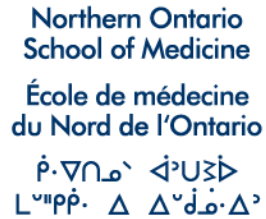
The impact of benzodiazepine use in patients enrolled in opioid agonist therapy in Northern and rural Ontario

Alexandra M. Franklyn^{1,2}, Joseph K. Eibl^{1,2}, Graham Gauthier¹, David Pellegrini¹, Nancy E. Lightfoot^{1,2,3*} and David C. Marsh^{1,2,3*}

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Search for a healthier North.

www.nosm.ca



samples

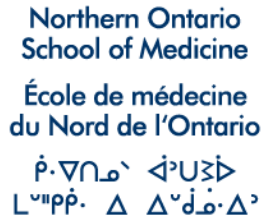
Percentage Samples Positive

- [0,25)
- [25,50)
- [50,75)
- [75,100]

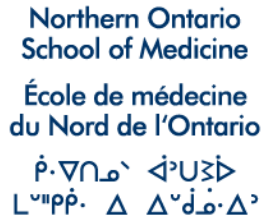
Cumulative Treatment Survival

Treatment Length (Days)





- Patient presents to a supervised clinical setting
- Nurse or health care staff on site
- Physician prescribed opioid agonist
- Patient-physician interaction occurs virtually
- Regular clinic visits with urine toxicology
- Observed dosing by staff, nurse, or pharmacist
- Patient still presents at clinic and the physician is remote
- Stabilized patients can receive carried doses as they progress in treatment



- Identified first-time methadone patients from 2011 – 2012 from all clinic sites
- 3,733 eligible first-time methadone patients
- Categorized into:
 - Telehealth (n=1745),
 - Mixed (n=418),
 - In-person (n=1570),
- One year of continuous treatment defined as a positive outcome



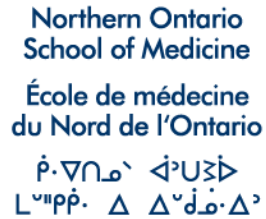
Drug and Alcohol Dependence

journal homepage: www.elsevier.com/locate/drugalcdep



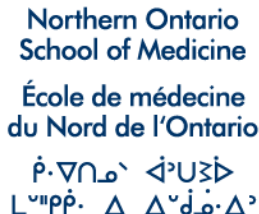
The effectiveness of telemedicine-delivered opioid agonist therapy in a supervised clinical setting





The graph displays three survival curves over 400 days. The 'In-person' curve (thick black line) starts at 1.0 and drops to approximately 0.46. The 'Telemedicine' curve (light gray line) starts at 1.0 and drops to approximately 0.54. The 'Mixed' curve (dashed black line) starts at 1.0 and drops to approximately 0.54, closely following the Telemedicine curve. The legend indicates: In-person (thick black line), Telemedicine (light gray line), and Mixed (dashed black line).

Treatment Length (Days)	In-person Survival	Telemedicine Survival	Mixed Survival
0	1.00	1.00	1.00
50	0.85	0.88	0.88
100	0.72	0.78	0.78
150	0.62	0.70	0.70
200	0.55	0.64	0.64
250	0.50	0.59	0.59
300	0.47	0.56	0.56
350	0.45	0.54	0.54



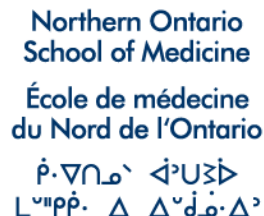
Patients with Opioid Use Disorder and Other Mental Health Diagnoses

Demographics (2008-2014)

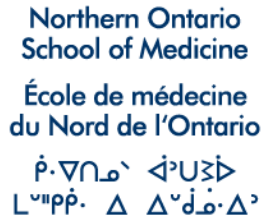
	Northern Ontario	Southern Ontario
Number of patients	N=1,011	N=10,444
Age	34 (27-43)	36 (28-46)
Female	52.52%	45.96%
Male	47.48%	54.04%
Enrollment in Primary Care	50.94%	62.27%
Distance between patient residence and physician address	142km	26km



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Innovative education and research for a healthier North.



	Northern Ontario	Southern Ontario
Diabetes	10.78%	11.59%
Hypertension	17.41%	18.81%
Ischemic Heart Disease	5.64%	6.72%
Asthma	26.41%	30.54%
COPD	15.33%	18.73%
HIV	3.26%	1.68%
HCV	18.60%	17.44%



**Nosyk et al. Health Affairs (2013)
32(8):1462-1469**

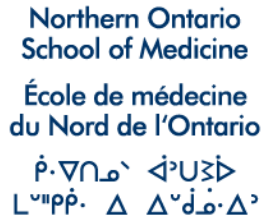
TO BE ADDED

By Bohdan Nosyk, M. Douglas Anglin, Suzanne Brissette, Thomas Kerr, David C. Marsh,
Bruce R. Schackman, Evan Wood, and Julio S.G. Montaner

ANALYSIS & COMMENTARY

A Call For Evidence-Based Medical Treatment Of Opioid Dependence In The United States And Canada

DOI: 10.1377/hlthaff.2012.0846
HEALTH AFFAIRS 32,
NO. 8 (2013): -
©2013 Project HOPE—
The People-to-People Health
Foundation, Inc.



- Dr. Joseph Eibl
- Dr. Nancy Lightfoot
- Dr. Michael Franklyn
- Dr. Teresa Marsh
- Alexandra Franklyn
- Graham Gauthier
- David Pelligrini
- John Dabous
- Kristen Morin
- Dr. Katie Anderson
- Dr. Vicky Nguyen
- CATC, ICES
- Funders



St. Mary's River Marine Heritage Centre

Operating the Museum Ship Norgoma (M.S. Norgoma)



Mission statement:

The St. Mary's River Marine Heritage Centre's mandate is to preserve, present, and engage people with the vast marine history of the St Mary's River and Algoma District.

Community Support & Engagement

Sault Ste. Marie supports the M.S Norgoma as a vital part of the downtown core and Cultural Sector.

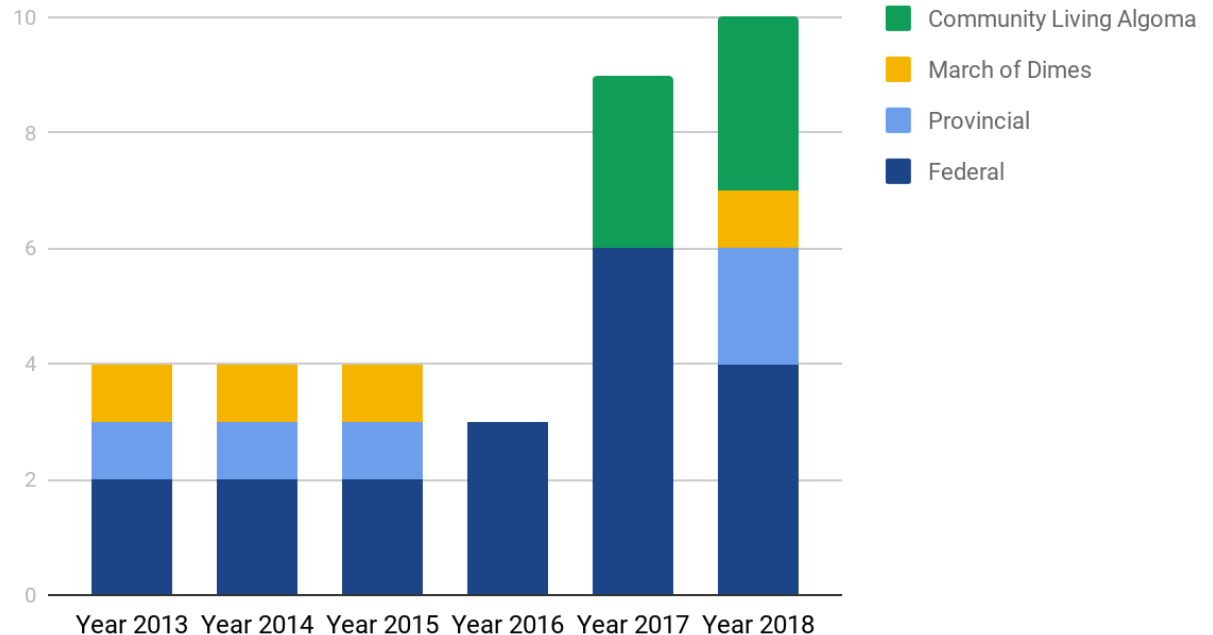
- *The community has already provided over 24 letters of support for the M.S Norgoma.*
- *A GoFundMe has been set up due to expressed interest from community members.*
- *The M.S Norgoma is an important part of the newly refreshed North Shore Cultural Attractions Network.*
- *NORDIK Institute has reached out and signed a contract with the Board of Directors with the goal to construct a new Business Plan for the M.S. Norgoma.*

Staffing

The St. Mary's River Marine Heritage Centre supports community youth & organization through it's seasonal employment - funded by varying funders.

**Not all funding has been confirmed for 2018*

Seasonal Employees vs. Source



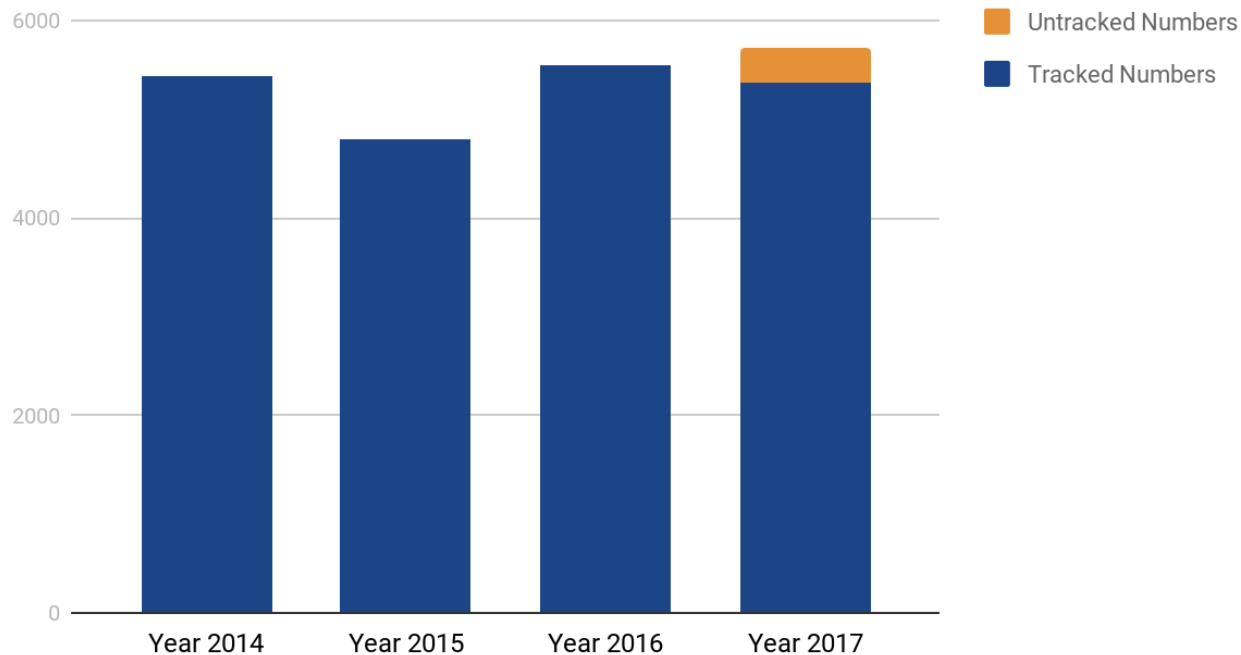
Since 2010, the M.S. Norgoma has employed 40 students in the Cultural Sector.

Visitation

The M.S. Norgoma has seen a steady increase of visitors and interest over the past 5 years.

With increased social media coverage, and digital marketing the 2018 season projects growing numbers in visitation.

Visitation to the M.S. Norgoma



Outreach & Programming

2013

- Tall Ship visit extended hours
- Sea Cadet concert hosted on-board the ship
- Movie shot on-board

2015

- All new display panels mounted enhancing visitor experience
- Hosted a wedding reception
- Hosted a retirement party
- Movie night on-board
- Magic night on-board
- Annual Halloween Event

2017

- Annual Halloween Event
- Canada Day Fireworks event
- Increase in Cruise Ship visitation and attendance

2014

- Bilingual display panels completed
- Audio tours completed & installed enhancing visitor experience
- Annual Halloween Event

2016

- Hosted a wedding party
- Hosted a First Nations group
- Hosted a baby shower
- Annual Halloween Event

2018

- Fringe Festival in August
- Enhanced exhibits and Collections displays
- Walkthrough for potential filming onboard the vessel
- Canada Day Fireworks event
- Annual Halloween Event

Ship Maintenance

2013

- Washrooms completed
- Gift Shop displays upgraded
- Ramp repaired
- Ship components identified for future repairs/maintenance

2014

- Entire hull painted
- Interior walls & doors painted
- Yellow trim & railings painted
- Main deck ceiling painted
- Mooring cabled added
- Display panels completed (bilingual)
- Audio tour completed & installed

2015

- All display panels installed
- Completed wiring of sewage pumps & washrooms
- Various trim items painted & maintained

2016

- Interior walls & ceiling painted
- Broken windows repaired
- Kiosk wired
- Electrical repairs
- Mooring cable added
- Bell telephone line repaired

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2017

- Exterior board deck cabins painted
- Moss removed from boat deck
- Pigeon screens refurbished
- Sewage connection to deck replaced
- Lifeboats cleaned
- Mooring lines modified

2018

- Painting of the Hull of the Ship to commence in May
- New Cash Register Acquired
- New display cases to be donated
- Interior of Museum to be updated including cabin restoration
- Ramp upgrade



Moving Forward

- Painting of the Hull of the ship to be completed
- Accessibility Project to build and secure new ramp
- Restoration of crew cabins and washrooms and exterior trim
- Review and renewal of By-Laws and Museum Policies
- Secure external funding and develop revenue sources
- Refresh sponsorship and board governance through MentorCity - Business for the Arts Program

The Executive Board of Directors

The Executive members of the Board are responsible for the governance and fiduciary responsibility of the MS Norgoma, in its capacity as a not-for-profit, charitable organization. The Board also consists of other non-executive Members.



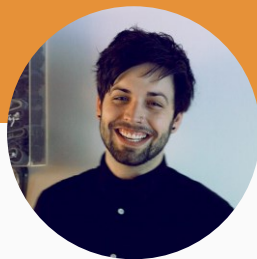
Louis Muio

Louis is the long time dedicated **President** of the Board.



Gordon Smedley

Gordon is the dedicated driving force and **Chairman** of the Board.



Will Hollingshead

Will is the newly joined **Communications & Liaison Officer** of the Board.



Julia Piskiewicz

Julia is the newly joined **Acting Secretary** of the Board.



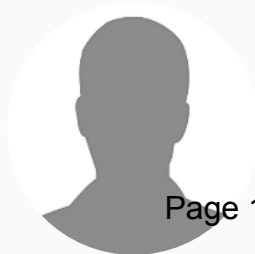
Molly Frenette

Molly is the newly appointed **Treasurer and Student Liaison** of the Board.



Jerry Masson

Jerry is the long time serving and hard working **Ship Manager**.



Jim Fitzpatrick

Jim is a devoted member of the Board and represents the **Members at Large**.



Rick Borean

Rick is the **City Appointed Representative** to the Board.

2018 Milestones

Plans & Partnerships

Feb. 2018

Became a member of the Ontario Museum Association
Chairman Gord Smedley is awarded the SSM Municipal Heritage Award

June 2018

Operating Season starts
Partnership with Power and Sail Squadron

Sept. 2018

Potential Partnership with HSCDSB
High Skills Major

Summer 2019

Potential filming of feature film aboard the M.S Norgoma

Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec -- May Jun Jul

April 2018

Signed contract with NORDIK Institute for renewed Business Plan
GoFundMe set up and collecting donations

Aug. 2018

Partnership with Fringe Festival and Arts Council

Dec. 2018

Reviewed and implemented Museum Policies

Community Groups & Funders

Community Living Algoma

March of Dimes

SSM Power and Sail Squadron

Annual Halloween Event

North Shore Cultural Attraction Network

NOHFC - Internship

*Job Creation Program - Ministry of Advanced
Education and Skills Development*

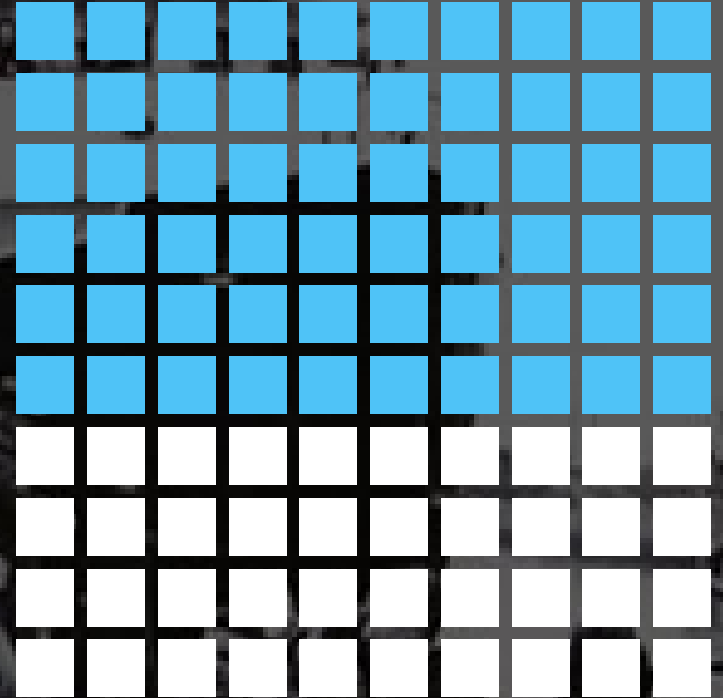
Ministry of Tourism Culture and Sport

Ontario Trillium Foundation Grant

Why now?

With an expressed investment in Cultural Vitality presented by FutureSSM and the City of Sault Ste. Marie, there is NO time but now to put these words into action!

Support your Cultural Heritage.



St. Mary's River Marine Heritage Centre (M.S. Norgoma)

Municipal Heritage Committee

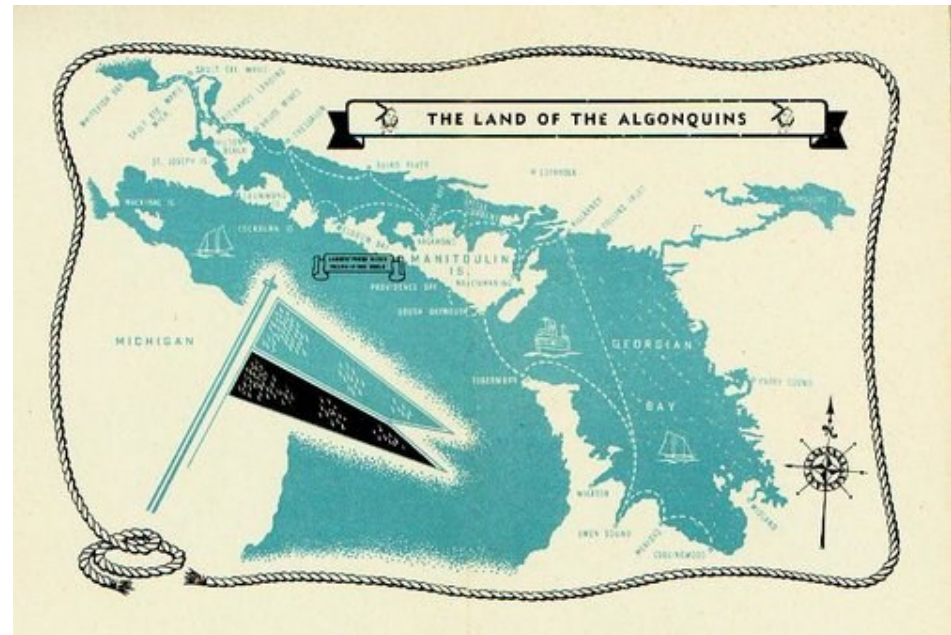
And

Cultural Advisory Board

April 23, 2018

Background

- * Package & passenger freighter constructed 1950
- * Travelled “Turkey Trail” between Owen Sound and Sault Ste. Marie until 1967
- * Foundational to local commercial and tourism development



Heritage Value

- * Definitions:

- * **Heritage Value**: Aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present and future generations. The heritage value of a historic place is embodied in its character defining materials, form, location, spatial configurations, uses and cultural associations or meanings
- * **Historic place**: Structure building or group of buildings, landscape, archeological site or other place in Canada

Heritage Value

- * Designated a national historic event in 2008 by the national Historic Sites and Monuments Board
- * Passenger and packet freighters, such as the Norgoma on the Upper Great Lakes are of historical significance because:
 1. Of fundamental importance to the early and on-going settlement and development of Northern Ontario;
 2. Integral component of Canada's early transcontinental transportation systems
 3. Evolved into distinctive marine architecture specially suited for service at small ports in the Upper Great Lakes

Cultural Value

Curatorial focus

1) The passenger and packet freighters on the Upper Great Lakes from 1856 to 1967;

2) The transitional architectural era where such ships consisted of both steel and wood; and

3) The ecological history of the St Mary's River.

Contribution

- * Showcases unique aspects of our collective history
- * Stories of our river, the ships that sailed through it, and the people who travelled it

Policy Implications

City of Sault Ste. Marie Corporate Strategic Plan

Quality of life:

Contribution to
inventory of sites &
activities on the
waterfront for visitors
& residents alike

Provides meaningful
link to city's maritime
heritage



Policy Implications

Community Adjustment Committee

EGD-07:

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

EDG-10:

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

CV-04:

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

CV-06:

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

- * Contribution to robust number of destinations
- * Place-making
- * Potential site for UNESCO Heritage Site interpretation
- * Site for filming locations
- * Employment in arts/heritage

Policy Implications



Downtown Strategy

Downtown cultural attraction & destination

Contribution to preserving
Downtown as City's cultural core

Opportunities to expand revenue
generation at downtown/waterfront
events

Challenges

Limited access for people with mobility or endurance disabilities;

Limited funds & infrastructure

Reliant on volunteer labour

Limited public awareness of improvements

Inconsistent curatorial standards

Opportunities

Renewed community involvement;

Improving visitation numbers

Seasonal nature keeps staff costs low & stable

Diversifying revenue streams



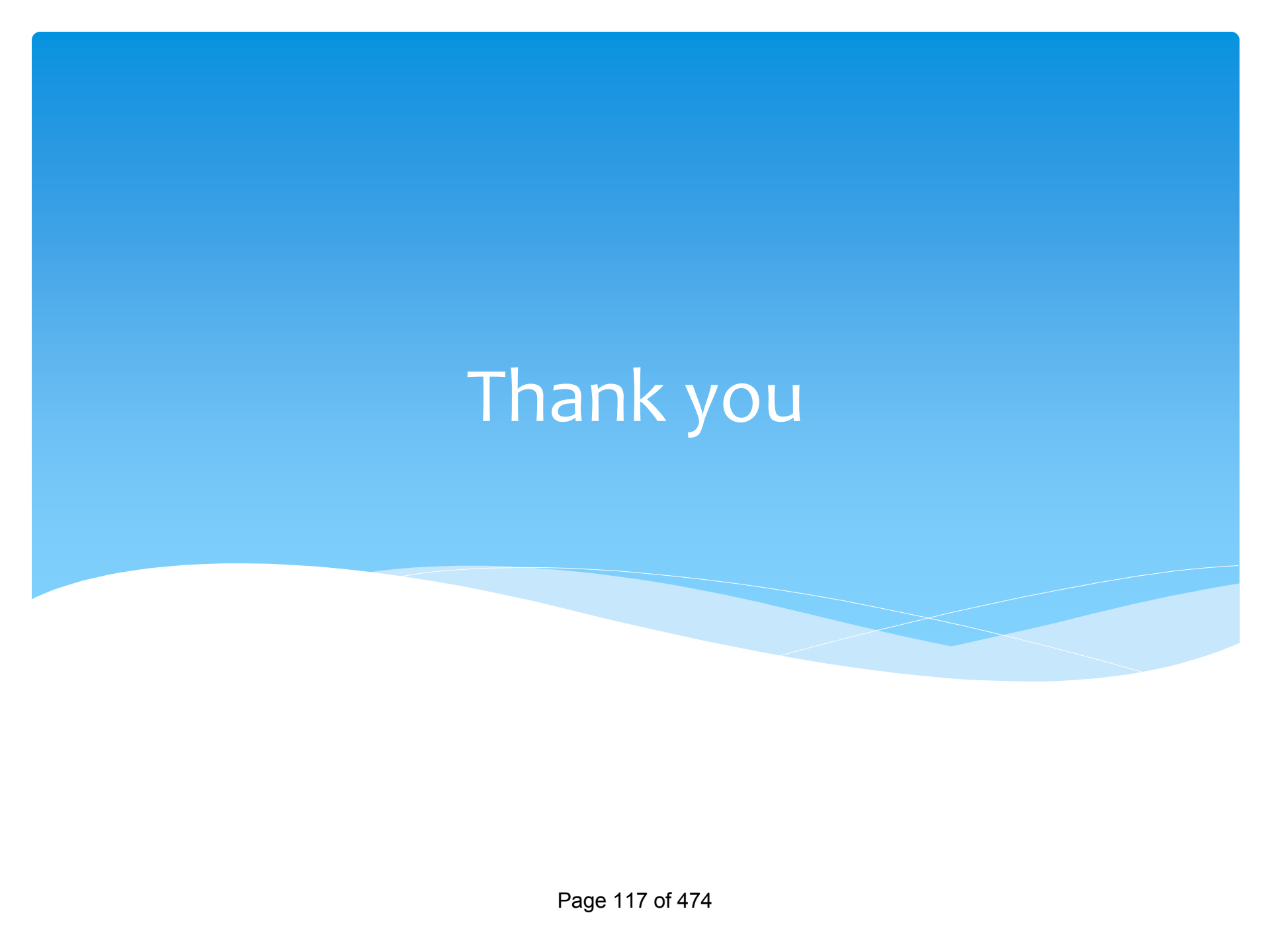
Conclusions

Demonstrates cultural value with respect to:

- Heritage arts through its interpretive focus on:
 - The passenger and packet freighters on the Upper Great Lakes;
 - The transitional architectural era of the ship; and
 - The ecological history of the St. Mary's River.
- Place-making initiatives
- The promotion of heritage arts and development of future generations of skilled workers in related cultural fields;
- Its status as an asset to local established and emerging cultural industries

Recommendations

- * Ongoing preservation of the Norgoma and that a location be maintained in the City's Downtown neighbourhood;
- * While recognizing that The St. Mary's River Marine Heritage Centre is an independent not-for-profit corporation over which Committees of Council have no authority, we suggest that the Centre complete a new strategic plan that responds to the opportunities and challenges outlined in this report;
- * The St. Mary's River Marine Heritage Centre be considered the appropriate site for interpretative features that may accompany any UNESCO designation of the St. Mary's River; and
- * The development of a Cultural Plan for the City of Sault Ste. Marie take into account the cultural value of the Norgoma as outlined above.

The background is a solid blue gradient. At the bottom, there are several overlapping, wavy, light blue shapes that create a sense of depth and movement, resembling stylized waves or a layered effect.

Thank you

**Outstanding Council Resolutions
as at December 31, 2017**

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
11-May-09	Police; Legal	Safety measures – Great Northern Road	Police; Legal		Litigation pending	Report on increasing safety measures, possibly lowering speed limit on Great Northern Road from Fifth Line into City	P. Mick L. Turco
19-Nov-12	EDC	Film and television production	EDC			Report – film and television production in Sault Ste. Marie	T. Sheehan L. Turco
4-Feb-13	EDC	International marketplace	EDC			Preliminary study on possible development of an international marketplace on or near the waterfront, in proximity to the downtown core	P. Christian S. Butland
9-Feb-15	EDC/Innovation Centre	Crowdfunding	EDC			Report on a strategy to improve crowdfunding opportunities	T. Sheehan J. Hupponen
9-Mar-15	EDC	Evolution of Community Development	EDC		To be integrated in the Strategic Planning process	Destiny Sault Ste. Marie to undertake actions identified in March 9, 2015 report to determine viability of True Growth proposal.	M. Shoemaker R. Romano
13-Apr-15	Corporate Services	Board/Committee Appointment Process	M. White	Q2 2018		Report as to feasibility of requiring criminal record checks for persons appointed or nominated to boards and committees.	M. Shoemaker R. Romano
11-May-15	CD&ES	Northern Community Centre	T. Vair	Q2 2018	Currently working w. consultants to provide estimates along w PSI collaboration	Investigate and report – potential timeframes for completion of Phase 3, Northern Community Centre and estimated costs for construction; also to examine provincial and federal government funding programs	M. Shoemaker J. Krmpotich
8-Jun-15		Animation Cel Collection				Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.	S. Butland S. Myers
10-Aug-15	CD&ES	Public Art Policy	T. Vair	Q4 2018	Delayed to involved Arts and Culture FTE	Recommend next steps in adopting a public art policy (including graffiti).	S. Butland S. Myers
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q3 2018	See also 26 Sept 2016 request for survey of parks usage Working w. SSMIC and new StatsCan info	Analysis of number of parks	
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q2 2018		Analysis elimination of outdoor rinks	

**Outstanding Council Resolutions
as at December 31, 2017**

11-Apr-16	Corporate Services	Truth and Reconciliation Committee	M. White	Q2 2018		Canvass First Nations community for membership on an advisory committee on how best to achieve the objectives for municipal governments as recommended in the Truth and Reconciliation Report.	S. Myers M. Shoemaker
11-Apr-16	EDC	Province of Ontario "Vacation Villages"	I. McMillan			Review and report back regarding the potential for Sault Ste. Marie to host a vacation village.	S. Butland P. Christian
26-Sep-16	CD&ES	Parks Usage	T. Vair	Q2 2017 methodology Q1 2018 report	See also 22 March 2016 request for analysis of number of parks	Survey as to usage of parks	M. Shoemaker S. Butland
26-Sep-16	Legal	Ridesharing Services	N. Kenny	Q2 2018		Reviewing current regulations on local taxi-cab and limousine industry, analyzing ridesharing regulations, engaging community and industry stakeholders throughout the process, and reporting back to Council on a plan of action.	J. Hupponen R. Niro
26-Sep-16	Legal	Changes to Highway Traffic Act	N. Kenny	Q2 2018		Further to June 22, 2015 resolution – report Sept. 26, 16 re: impact of changes to laws regarding ATVs, distracted driving, school bus safety and bicycling - by-law and report	
7-Nov-16	CD&ES	Community Pride Initiative	T. Vair	Q3 2018	Tied to FutureSSM project, funding and promotion strategy	Review and report as to potential structure, activities and costs of a Community Pride Initiative (further to reports of Planning Division and Mayor regarding community development (Nov. 7/16)	R. Romano P. Christian
21-Nov-16	CD&ES	Long Term Tax Policy (Industrial Tax Policy)	D. McConnell	Q2 2018		Investigate and report as to the feasibility of implementing an Industrial Community Improvement Plan	M. Bruni S. Myers
21-Nov-16	Corporate Services	Employee Innovation Program	M. White	Q2 2018		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth
12-Dec-16	CD&ES	Community Engagement and Planning Advisory Committee (Protocol)	D. McConnell	Q2 2018		Create a community engagement protocol for all types of development approvals	R. Romano P. Christian
9-Jan-17	Legal	Humane Society By-law Proposal	N. Kenny	Q2 2018	Reports to Council: January 22, 2018; February 5, 2018; February 20, 2018 and April 9, 2018	Consolidation of animal control by-laws	S. Butland R. Romano

**Outstanding Council Resolutions
as at December 31, 2017**

23-Jan-17	Corporate Services	Posting of Expenses to Website	S. Schell M. White	Q2 2018	14-May-18	Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back	M. Shoemaker S. Hollingsworth
8-May-17	CD&ES	Report on Community Improvement Plans and Tax Increment Equivalent Grant Programs	D. McConnell	Q2 2018		Review and report on the feasibility, costs and potential benefits of implementing Community Improvement Plans for all properties in the City in the industrial and commercial classes.	P. Christian S. Butland
8-May-17	CD&ES	Downtown Sault Ste. Marie	D. McConnell	Q2 2018	Working w. BIA on strategy	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids	P. Christian S. Butland
8-May-17	PW&ES	Des Chenes Drive, Pine Shores Drive, Channelview Lane	D. Elliott	Q2 2018		Review Des Chenes Drive, Pine Shores Drive and Channelview Drive and report as to the cost of updating to pavement and possible funding options.	R. Romano M. Bruni
8-May-17	PW&ES CS&ED	Revenue Generating from Advertising	L. Girardi T. Vair	Q2 2018		Investigate using permanent objects and structures in the City as revenue generating tools.	M. Shoemaker J. Krmpotich
29-May-17	Fire Services	Cost Recovery for Fire Services	P. Johnson	Q2 2018		Report outlining: Ontario cities that have cost-recovery fire services by-laws; what services are charged for in which cities and how much each service is charged out at; analysis of percentage of calls that are chargeable calls vs. non-chargeable calls; revenue broken down by service; any limitations imposed by law on what types of services can be cost-recovered and the amounts that may be charged; estimate of potential revenue the City could expect if it imposes a cost-recovery by-law.	M. Shoemaker P. Christian
12-Jun-17	CD&ES	Charging for Civic Centre Parking	T. Vair	Q2 2018		Report on charging municipal employees for parking at all City-owned buildings including the Civic Centre.	M. Shoemaker F. Fata

**Outstanding Council Resolutions
as at December 31, 2017**

12-Jun-17	Legal	Animal Exhibitions and Performances	N. Kenny	Q2 2018	Reports to Council: January 22, 2018; February 5, 2018; February 20, 2018 and April 9, 2018	Prepare an amending by-law to incorporates concerns regarding domestic animals in animal exhibitions and performances	J. Hupponen M. Shoemaker
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair N. Kenny	Q2 2018		Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
26-Jun-17	Corporate Services	Vacant Council Seat	M. White	Q2 2018	14-May-18	Report with recommended policies and procedures that can be adopted to deal with future Council vacancies	P. Christian M. Shoemaker
26-Jun-17	Legal	Peddler Licencing By-law	N. Kenny	Q2 2018	Report – August 21, 2017 Agenda item 6.17. Amended draft by-laws requested (peddlers and food vendors)	Review Peddler By-law and report on how its compliance and enforcement provisions could be strengthened so as to deter peddlers from operating illegally within the City and thereby ensure greater fairness for local businesses	R. Niro M. Shoemaker
17-Jul-17	Legal	Zoos and Wildlife Sanctuaries	N. Kenny	Q2 2018	Reports to Council: January 22, 2018; February 5, 2018; February 20, 2018 and April 9, 2018	Report as to how best to regulate zoos and captive wildlife facilities in the municipality.	J. Hupponen J. Krmpotich
21-Aug-17	Legal	No Parking on Saddle Crescent (etc.)		Q2 2018		Report on options to reduce or eliminate occurrences of hospital patrons and/or hospital staff parking on Saddle Crescent and other adjacent/abutting streets.	M. Shoemaker J. Hupponen
11-Sep-17	Legal	Red Pine Drive	N. Kenny	Q2 2018		Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
25-Sep-17	Legal	Surplus Municipal Property	N. Kenny	Q2 2018		Review and inventory all City-owned property and determine which properties can be declared surplus and listed for sale, and to bring back a proposal to City Council on declaring such land surplus and listing it for sale to the public.	O. Grandinetti S. Butland
25-Sep-17	PW&ES	Local Improvement Charges for Roads	D. Elliott M. White	Q2 2018		Develop a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.	O. Grandinetti M. Shoemaker

**Outstanding Council Resolutions
as at December 31, 2017**

10-Oct-17	CD&ES	Norgoma and Bondar Marina	T. Vair	Q2 2018	Reports April 9, 2018 - postponed to April 23, 2018. Agenda items 7.3.1 and 7.3.2	Report as to options for removing M.S. Norgoma and recommended improvements to Bondar Marina	M. Shoemaker R. Niro
10-Oct-17	CD&ES	M. S. Norgoma	T. Vair	Q2 2018	Reports April 9, 2018 - postponed to April 23, 2018. Agenda items 7.3.1 and 7.3.2	Input requested from Cultural Advisory Board and Municipal Heritage Committee as to cultural and heritage value of M.S. Norgoma	S. Myers S. Hollingsworth
10-Oct-17	Corporate Services	Information Technology Infrastructure	S. Schell	Q2 2018		Service delivery review – to develop service delivery model focused on modernization of the City's IT infrastructure	S. Myers S. Butland
10-Oct-17		Smart Cities Task Force		Q2 2018		Task force to develop a compelling Smart Cities initiative	S. Butland M. Shoemaker
23-Oct-17	CAO	Transient Accommodations Tax	A. Horsman	Q2 2018		Report as to potential impacts of upcoming legislation and how concerns of Tourism SSM regarding current Destination Marketing Fee might be addressed	S. Myers S. Hollingsworth
23-Oct-17	CD&ES	There's an App for That	T. Vair	Q3 2018		Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.	M. Shoemaker J. Hupponen
6-Nov-17		Review of Use of Funding to Algoma University	M. White	Q2 2018		City and Algoma University to review annual funding to Algoma University to determine if it could be re-purposed for a student recruitment officer or some other form of student recruitment program	M. Shoemaker O. Grandinetti
20-Nov-17	CD&ES	Survey of Local Businesses	T. Vair	Q2 2018		Task force to oversee the provision of a survey of local business and business organizations to solicit views on the level of service being provided by the City, the EDC, and the Innovation Centre and to offer possible recommendations	P. Christian S. Butland
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q2 2018		Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with the Sault Ste. Marie Police Service, the Downtown Association, and other related community groups seeking to increase public safety.	S. Hollingsworth S. Myers

**Outstanding Council Resolutions
as at December 31, 2017**

11-Dec-17	CD&ES	Essar Centre Box Seats	T. Vair	Q3 2018		Bring forward a plan to develop the additional box seats at the Essar Centre and investigate other potential sources of funding.	M. Shoemaker O. Grandinetti
11-Dec-17	CD&ES	Skating Trails	T. Vair	Q3 2018		Explore opportunities for development of a skating trail or other recreational activities within the City (in consultation with PRAC).	O. Grandinetti M. Shoemaker
11-Dec-17	Corporate Services	Construction Employer Cost-Benefit	P. Niro	Q4 2018		Prepare for and budget for necessary changes to City's practices for implementation in the 2019 budget year, and once implemented provided a yealy progress report - final report seeking Council's direction as to whether to commence an OLRB challenge in 2019	O. Grandinetti S. Butland
11-Dec-17	PW&ES	Pedestrian Crossing -- Queen and Lake Streets	L. Girardi	Q2 2018		Report regarding the installation of a "refuge island" at Queen and Lake Street or any other recommendations around creating a safer option for pedestrian crossing in this area	S. Myers S. Hollingsworth
8-Jan-18	All Depts.	Budget Options	L. Girardi; M. White; T. Vair; N. Kenny; P Johnson		Report March 19, 2018, postponed to April 9, 2018, further postponed to May 14, 2018	All departments (PWES, Corporate Services, CDES, Legal and Fire) to present a specific list of all discretionary spending for Council to consider possible savings options during budget deliberations in 1st 1/4 2018	M. Shoemaker P. Christian
8-Jan-18	CAO	Budget Changes	A. Horsman	Q2 2018	To accompany Q1 financial report	(quarterly) prepare a list of items that can reduce the levy by identifying a better and less costly way of delivering the service – mandatory or discretionary or through identifying increased sources of revenue	S. Myers R. Niro
5-Feb-18	CD&ES	Essar Centre Private Management	T. Vair	Q3 2018		Report outlining advantages /disad- vantages of private management vs. City management of Essar Centre providing examples of other similar sized municipalities re: process and time line to consider private management of Essar Centre	S. Myers S. Hollingsworth
5-Feb-18	PW&ES	Bloor Street West exits	L. Girardi	Q2 2018		Report on safety of Bloor Street Exits, possible removal of the "no exit" signs to Patrick Street from Bloor Street West	F. Fata M. Bruni
20-Feb-18	Corporate Services	RFP of Group Benefits Brokerage and Underwriting	P. Niro	Q3 2018		Prepare RFP for brokerage and underwriting of the City's group benefits.	M. Shoemaker O. Grandinetti

**Outstanding Council Resolutions
as at December 31, 2017**

20-Feb-18	Corporate Services	Electronic Invoicing	S. Schell	Q3 2018	Report which area/department would benefit most by doing business electronically.	O. Grandinetti M. Shoemaker
20-Feb-18	Legal	Payday Lending By-law	N. Kenny	Q3 2018	Prepare a by-law requiring 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	M. Shoemaker S. Butland
5-Mar-18	CD&ES	James Street and Surrounding Area Revitalization Plan	T. Vair	Q3 2018	Consult with the Innovation Centre's GIS department to develop James Street and surrounding area revitalization plan	M. Shoemaker O. Grandinetti
5-Mar-18	CD&ES	Driveway Snow Removal	T. Vair	Q2 2018	Review current Red Cross assistance program for residential snow removal and provide options from third party homemaker services provider regarding cost to expand current program to offer windrow removal	S. Myers P. Christian
5-Mar-18	Legal	Use a Realtor for Property Sales	N. Kenny	Q3 2018	Review surplus property by-law and develop a policy with input from Sault Ste. Marie Real Estate Board regarding advertising the sale of surplus property with local realtors.	M. Shoemaker S. Butland
9-Apr-18	CD&ES	Snow Dumps	T. Vair	Q3 2018	Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q3 2018	Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
9-Apr-18	Corporate Services	Digital Strategy	F. Coccimiglio	Q3 2018	Research, develop and draft a digital strategy for the municipal corporation	S. Hollingsworth S. Butland
9-Apr-18	PW&ES	Holiday Waste Collection	L. Girardi	Q2 2018	investigate and report on the method comparator municipalities use for collecting waste in weeks during which there is a public holiday.	M. Shoemaker O. Grandinetti
18-Apr-18						



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2018 Property Tax Capping Options

PURPOSE

Municipalities in Ontario are required to pass a by-law annually to adopt optional tools for the purposes of administering limits for the non-residential tax classes. The purpose of this report is to seek Council approval of the by-law.

BACKGROUND

In 1998, the Province of Ontario introduced the Tax Capping program to protect commercial, industrial and multi-residential properties from significant property tax increases. This program limits or “caps” tax increases at 5% due to changes in property value.

Capping limits landowners from paying the full amount of taxes based on the assessed value of the property. When properties experience a decline in property value, which would normally lead to a decrease in property tax, the capping program “claws back” from them to fund the revenue shortfall resulting from the capping limit placed on property experiencing an increase in value. In other words, decreasing property owners do not receive their full benefit, as they must forgo a portion of their decrease in order to fund the increasing properties’ cap on their tax increase. If there is not enough room in the properties being clawed back to finance the capped properties then a shortfall occurs which is funded by general revenue, reserves or all the other classes.

The caps established are not intended to be permanent. The ultimate goal is eventually to have all properties at their Current Value Assessment (CVA). This objective can often be undone following a reassessment. The Province has added additional tools to assist municipalities reaching the objective of CVA and thus exit from capping permanently. Generally, this will involve shifting the tax burden among properties within the affected property tax class.

ANALYSIS

In setting the objectives and tax capping options it should be recognized that properties with assessment increases will also have protection from large assessment increases by the four year phase-in of assessment increases, as well as by capping. It should also be noted that tax ratios are systematically decreasing the tax burden in the industrial and commercial sector due to levy restriction. Also in 2018 the multi-residential tax ratio was reduced to within the range of fairness, further decreasing the tax burden in that class.

Staff's objectives in establishing the capping options were:

- To utilize tools that will assist in reaching the goal of CVA tax and thus exit capping in the non-residential property classes in the future (ie. A greater percentage of properties will reach CVA)
- To find an acceptable balance to allow decreasing properties to realize their tax decrease while not transferring excessive burden in one year to increasing properties
- Mitigate shortfalls in financing capped properties from the claw back properties

Currently, Sault Ste. Marie's Industrial, Commercial and Multi-residential classes are capped. The following options may be used singularly or in combination with other options:

- The amount of the cap can be increased up to 10%, from the current 5%, of the prior year capped taxes
- A minimum cap of 5% of the prior year CVA tax can be implemented
- Properties that would receive a cap credit of \$250 or less can be moved directly to CVA tax
- Properties that would be subject to a clawback of \$250 or less can be moved directly to CVA tax
- Exempt properties from the capping calculation where the previous year's capped taxes for the property equal to the uncapped taxes for that year (CVA tax)
- Exempt properties from the capping calculation where the previous years capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes or vice-versa.

In previous years the options utilized for all classes typically were a minimum 5% cap with a cap/clawback cap of \$250. Continuing to use this practice and not utilize the options differently in each property classes will not help obtain the objective of reaching CVA. Included in Appendix A is a comparison of the base scenario, which is the options used in previous years, to the recommended option for each class for 2018.

The recommended options for the Multi-residential and Commercial classes will bring both very close to exiting capping. The Multi-residential class will have only 18 properties affected by capping versus 64 if the base scenario is used. All the remaining properties will be at CVA tax. The decreasing properties will also retain 92.1% of their decrease versus only 70.3% in the base scenario. The Commercial class will have 583 properties affected by capping versus 735 under the base scenario. The decreasing properties in this class will retain 52.4% of their decrease versus only 4.9% under the base scenario.

The recommended options for the Industrial class will remain at the base scenario of the minimum 5% cap tax increase with a \$250 cap threshold. Utilizing other options did not significantly change the total clawback amount or the decrease retained but did affect individual properties by transferring significant tax burden from the tax decreaseers.

The recommended options are reflected in By-law 2018-84 which staff is seeking Council approval.

FINANCIAL IMPLICATIONS

The setting of property tax capping options does not affect the levy requirement for 2018. The only implication is the distribution of the non-residential class share of the levy amongst the properties in each individual class.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated April 23, 2018 concerning the 2018 Property Tax Capping Options be received and that the recommended capping options be approved.

The relevant By-law 2018-84 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in cursive script, reading "Shelley Schell".

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

THE CORPORATION OF THE CITY OF SAULT STE MARIE
TAX CAPPING OPTION - 2018

APPENDIX A

	Multi Residential		Commercial		Industrial
	Base	Recommended	Base	Recommended	Base (Recommended)
Annualized Tax Limit	5%	10%	5%	5%	5%
Prior Year CVA Tax Limit	0%	5%	0%	5%	0%
CVA Tax Threshold - Increasers	\$ 250	\$ 500	\$ 250	\$ 250	\$ 250
CVA Tax Threshold - Decreasers	\$ 250	\$ 500	\$ 250	\$ 250	\$ 250
Exclude Properties Previously at CVA Tax	No	Yes	No	No	No
Exclude Properties that Move from Capped to Clawed Back	No	Yes	No	No	No
Exclude Properties that Move from Clawed Back to Capped	No	Yes	No	No	No
Exclude Reassessment Increase	No	Yes	No	Yes	No
Clawback (%Claw)	29.7%	7.9%	95.1%	47.6%	79.3%
Decrease Retained (%Decr)	70.3%	92.1%	4.9%	52.4%	20.7%
Clawback Amount	\$ 48,385	\$ 6,097	\$ 1,303,337	\$ 631,641	\$ 1,341,799
Net Class Impact	\$ (4)	\$ -	\$ -	\$ -	\$ -
Capped/Protected by Annualized Tax Limit	33	12	259	0	116
Capped/Protected by CVA Tax Limit	0	0	0	224	0
Tax Above CVA Tax due to Clawback	31	6	476	359	10
Total Subject to Capping	64	18	735	583	126



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 23, 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 \$809.20 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 04 23 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 04 23

Page 2.

Respectfully submitted,

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

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

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

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

DATE: 2018 04 23
PAGE: 1 of 1

PROPERTY ADDRESS		PERSON ASSESSED		TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2017									
020-042-134-00	00030 King Street	Weeks Leslie J		CT	D (i)	17-047	119.45	21.86	141.31
030-092-115-00	00021 Fish Hatchery Road	Engelbrecht Dieter Carl	Engelbrecht Crystal	RT	D (i)	17-048	197.90	-	197.90
050-080-108-05	01540 Peoples Road	Cardinal Mark Steven	Cardinal Raili Marja	RT	D (i)	17-049	Confirmed		-
060-035-067-00	00349 Allens Side Road	Tucker Dale Erial	Tucker Erica Angela	RT	D (i)	17-050		-	469.99
REPORT TOTAL							787.34	21.86	809.20

- (A)Ceased to be liable to be taxed at rate it was taxed

(B)Vacant or excess land

(C)Became exempt

(D) (i)Razed by fire, demolition or otherwise
- (D)(ii)Damaged by fire, demolition or otherwise (substantially unusable)

(E)Mobile unit removed

(F)Gross or manifest clerical error

(G)Repairs/Renovations preventing normal use (minimum of 3 months)



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Security Services - Seasonal

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Seasonal Security Services for the City of Sault Ste. Marie for the three (3) year period commencing May 16, 2018, as required by various City Departments, mainly for security at the City Parks, Rinks, Marinas, Waterfront, and Works Centre. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on March 23, 2018.

ANALYSIS

Proposals from five (5) proponents were received prior to the closing date:

G4S Secure Solutions, Sudbury, ON
KC Security Services, Sault Ste. Marie, ON
Neptune Security Services, Mississauga, ON
NORPRO Company, Sault Ste. Marie, ON
North East Regional Security Services, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Community Services Department, the Public Works & Transportation Department and the Purchasing Division-Finance Department.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is KC Security Services.

FINANCIAL IMPLICATIONS

Based on the estimated requirements for Seasonal Security Services that will be required, the cost for these services, as proposed by KC Security Services, will be approximately \$139,000.00 plus HST for the first year. Sufficient funds have been budgeted within various Public Works & Transportation and Community Services accounts. Firm pricing schedules have been provided for the three years of the contract, plus extension for two additional years by mutual consent.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and the recommendation that the proposal submitted by KC Security Services to provide Seasonal Security Services, as required by various City Departments, be approved. The contract will commence May 16, 2018, and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Respectfully submitted,



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



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Microsoft Dynamics GP Annual Licensing and Support

PURPOSE

The City's Finance Department uses Microsoft Dynamics Great Plains Software to maintain Financial, Inventory, and Operations Controls for the City. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

The City's Enterprise Resource Planning (ERP) Software – Microsoft Dynamics GP - requires annual licensing and support. Diamond Software Inc. (Alberta) ("Aptean") was sourced on a competitive basis as the initial Microsoft Authorized Reseller and Customizer of the ERP software. A relationship with a Reseller is required to license, update, and maintain the software on an ongoing basis.

Diamond Software Inc. (Alberta) ("Aptean") is the leading Reseller and Customizer of this software in the municipal market.

Approval of single sourcing is requested on the basis in accordance with the Purchasing By-law; when standardization or compatibility of a Purchase with existing product standards or service is a paramount consideration.

ANALYSIS

Diamond Software Inc. (Alberta) ("Aptean") has submitted a Proposal providing pricing for licensing, support and maintenance of Microsoft Dynamics GP for the one-year period commencing May 31, 2018.

FINANCIAL IMPLICATIONS

The cost for licensing, support and maintenance for the one-year period is \$80,784.03 plus HST.

This cost can be accommodated within the approved 2018 Budget for Software Maintenance for the Information Technology Division.

STRATEGIC PLAN / POLICY IMPACT

Software Licensing and Maintenance is an operational matter not articulated in the Corporate Strategic Plan.

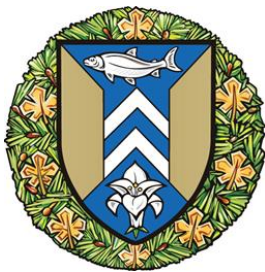
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and the recommendation that the Proposal submitted by Diamond Software Inc. (Alberta) ("Aptean") for licensing, support and maintenance of Microsoft Dynamics Great Plains Software for the one-year period commencing May 31, 2018, in the amount of approximately \$81,000.00 plus HST, be approved, on a single source basis.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', is positioned above the typed name and contact information.

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



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Firefighter Bunker Gear (2018FIR-03-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Firefighter Bunker Gear as required by Fire Services. 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 April 5, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Deputy Fire Chief – Operations, and the Fire Chief; and the low tendered price, meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price for these garments is approximately \$190,000.00 including non-rebatable HST for eighty (80) sets.

Council approved the allocation of \$190,000.00 in the 2018 Capital Budget from the Fire Equipment reserve for the purchase of this Bunker Gear. This allocation supports the purchase of these garments.

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 04 23 be received and the recommendation that the tender for the supply and delivery of Firefighter Bunker Gear, as required by Fire Services, be awarded to A.J. Stone Company Ltd. at their total tendered price of \$186,640.00 plus HST, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', written in a cursive style.

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

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$190,000.00 (Approved 2018)

Received: April 5, 2018
File: 2018FIR-03-T

SUMMARY OF TENDERS
FIREFIGHTER BUNKER GEAR

<u>Firm</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Delivery</u>	<u>Remarks</u>
A. J. Stone Company Ltd Vaughan, ON	80	\$2,333.00	\$186,640.00	50 working days	Meets Specifications
PPE Solutions Inc. Val Caron, ON	80	\$2,195.00	\$175,600.00	35-55 working days	Does Not Meet Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be \$189,924.86 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by A. J. Stone Company Ltd., be accepted.

Tim Gowans
Manager of Purchasing



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, Deputy CAO / City Clerk

DEPARTMENT: Corporate Services

RE: Use of Corporate Resources Policy – 2018 Municipal Election

PURPOSE

This report submits a Use of Corporate Resources Policy – 2018 Municipal Election for the approval of Council.

BACKGROUND

Legislative amendments to the *Municipal Elections Act, 1996* (MEA) for the 2018 Municipal Election require that municipalities establish rules and procedures (policy) with respect to the use of municipal resources during the election campaign period.

The 2018 election campaign period begins on the day a candidate files their nomination (Nomination period: May 1st to July 27th at 2:00 p.m.) until December 31, 2018

The policy is required to help ensure that election candidates (including current members of Council) comply with Section (4)5. of the MEA which prohibits municipalities from contributing to municipal election campaigns.

ANALYSIS

Simply put, the attached policy prohibits municipal election candidates, including candidates who may be acclaimed to their position, and members of Council (whether or not they are seeking re-election).

As well, the policy regulates staff conduct with respect to supporting a campaign.

The policy is not intended to interfere with a member of Council's role as an elected representative for the 2015-2018 term of Council.

FINANCIAL IMPLICATIONS

There is no financial impact associated with the adoption of this policy.

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 Deputy CAO / City Clerk dated 2018 04 23 concerning Use of Corporate Resources Policy – 2018 Municipal Election be received and the subject policy be approved.

Respectfully submitted,

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

Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759-5388
m.white@cityssm.on.ca



Subject: Use of Corporate Resources for Election Purposes

Service Area: Clerk's

Source: *Municipal Elections Act 1996*

Date: 23 04 2018

Purpose:

The purpose of this policy is to clarify that all election candidate, including members of City Council, are required to follow the provisions of the *Municipal Elections Act, 1996* and that:

- No candidate shall use the facilities, equipment, supplies, services, staff or other resources of the City for any election campaign or campaign-related activities
- No candidate shall undertake campaign-related activities on City property except all-candidate forums sponsored by third parties
- No candidate shall use the services of persons during hours in which those persons receive any compensation from the City

Legislative Authority:

It is necessary to establish guidelines regarding the appropriate use of corporate resources during an election period to protect the interests of both the members of Council and the Corporation. The *Municipal Elections Act, 1996* prohibits a municipality from making a contribution to a candidate. The Act also prohibits a candidate, or someone acting on the candidate's behalf, from accepting a contribution from a person who is not entitled to make a contribution.

As a contribution may take the form of money, goods or services, any use by a member of council of the Corporation's resources for his or her election campaign would be viewed as a contribution by the City to the member, which is a violation of the Act.

Application:

This policy applies to:

- Any acclaimed member of Council
- Any member of Council not seeking re-election
- Any member of Council seeking re-election
- Any other election candidate
- Any employee of the Corporation of the City of Sault Ste. Marie

Consistent with the City's Code of Conduct and Computer Usage Policy and in accordance with the provisions of the *Municipal Election Act, 1996*:

Corporate resources, assets and funding shall not be used for any election-related purposes. Employees shall not canvass or actively work in support of a municipal candidate or party during normal working hours unless they are on a leave of absence without pay, lieu time, float day or vacation leave.



Candidates shall not use any municipally-provided facilities for any election-related purposes. Neither campaign-related signs nor any other election-related material will be displayed in any municipal facility.

From the day prior to Nomination Day in a municipal election year to Voting Day the following be discontinued for members of Council:

- All forms of advertising, including in municipal publications
- All printing, high-speed photocopying and distribution, including printing and general distribution of newsletters unless so directed and approved by Council

City resources, assets and funding restricted from use for election-related purposes during an election period include, but are not limited to:

- City employees
- City property, facilities and/or equipment, except in those cases where use of the property, facilities and/or equipment are rented in accordance with City procedures applicable to the general public
- City funds
- Print or electronic materials paid for by the City promoting a member of Council
- Any photos or videos produced by the City, including electronic images and videos
- City mail / print room supplies and services
- City technical services and equipment (e.g. computers, laptops, mobile devices and applications such as voice mail, email, Internet and Intranet, City web pages and domains, etc.)
- City branding (logos, coat of arms, tagline)
- Lists and files produced using City resources, with the exception of lists produced for election purposes in accordance with the Municipal Elections Act, 1996. (e.g. Voters List)

No Council member shall distribute, in print or electronic form, material paid for by the City that illustrates, references, promotes, profiles or otherwise relays information about an individual that is, or will be, a registered candidate in an election, with the exception of official reports and/or minutes of City Council meetings.

In accordance with the Municipal Elections Act, 1996, the City Clerk is authorized and directed to take the necessary action to give effect to this policy.

Limitation:

Nothing in this policy shall preclude a member of Council from performing their role as a Councillor, nor inhibit them from representing the interests of the constituents who elected them.



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

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, Deputy CAO / City Clerk

DEPARTMENT: Corporate Services

RE: Recount Policy – 2018 Municipal Election

PURPOSE

This report outlines the recommendation by staff not to adopt a recount policy for the 2018 Municipal Election.

BACKGROUND

Section 56(3) of the *Municipal Elections Act, 1996* (MEA) states that a municipality may, by by-law, adopt a policy in which the municipality requires the Clerk to hold a recount of the votes cast in the election.

Under the MEA, the only time a recount occurs automatically is in the event of a tie vote. Recounts may also be conducted under the authority of a resolution of Council, an order from the Minister of Municipal Affairs, or an order from the Superior Court of Justice.

ANALYSIS

Staff reviewed other municipal recount policies in developing this report. There have been very few policies adopted in Ontario to date, and only a few that were passed by urban municipalities (Oshawa and Oakville, Regions of York and Durham). These policies related to recounts using digital vote tabulation, while a paper ballot/manual count system is used locally.

Historically, there have been 4 recounts in the last 20 years – all for the office of Councillor. The first three recounts were held as part of the 1997 regular election (Wards 2, 5 and 6) and the fourth in 2006 (Ward 5). These recounts were requested by the affected candidates and approved by council resolution.

Given the infrequent use of recount policies in Ontario and the rarity of local requests in the past 20 years, it is staff's view that requests for recounts are best left to Council's consideration based on the merits of the particular request.

FINANCIAL IMPLICATIONS

There are no financial implications associated with adopting the recommendation of staff.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO / City Clerk dated 2018 04 23 concerning Recount Policy – 2018 Municipal Election be received and the recommendation not to adopt a Recount Policy be approved.

Respectfully submitted,



Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759-5388
m.white@cityssm.on.ca



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

COUNCIL REPORT

Date of Council Meeting

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Kathy Fisher, Curator, Ermatinger•Clergue National Historic Site

DEPARTMENT: Community Development and Enterprise Services

RE: Historic Sites Board By-Law Changes

PURPOSE

The purpose of this report is to request Council approval to update By-law 2001-229, which pertains to management and governance of the Sault Ste. Marie Historic Sites Board for the Ermatinger•Clergue National Historic Site.

BACKGROUND

The Sault Ste. Marie Historic Sites Board is the Governing Board of the Ermatinger•Clergue National Historic Site. As a museum based operation, the Site meets all of the Provincial museum standards.

Each year the Ministry of Tourism, Culture and Sport (MCTS) reviews policies and practices of the Ontario Museums and establishes them in accordance for the Community Museum Operating Grant.

This year – 2018 – MTCS, will be evaluating the “Governance” of the Museum. As part of the Governance, the established by-laws will be reviewed. In preparation for our audit, the Historic Sites Board has made some proposed changes to the by-laws.

The Historic Sites Board has approved the proposed changes to the by law: Local Boards (L.5.2) for the Ermatinger•Clergue National Historic Site in order to reflect the current governance, and as a requirement of the Grants Ontario: Community Museums Operating Grant, each year. This requirement meets Provincial museum standards.

At the Sault Ste. Marie Historic Sites Board meeting on February 14, 2018 by-law 2001-229 & changes by-law 2004-17, 2017-9 were reviewed and

the proposed changes were approved. The following resolution was passed:

Moved by: J. vanHaaften

Seconded by: R. Webb

“Resolved that the Historic Sites Board approve the proposed changes to the By-laws, and that the By-law 2018, now be prepared by Legal for Council approval.”

CARRIED

ANALYSIS

The by-law provides the Historic Sites Board the direction on the Governance and Management of the Ermatinger•Clergue National Historic Site, under the Municipal Act and Local Boards

The following amendments were approved:

By-Law 2004-17

- Name has been changed everywhere in by-law document to *“Ermatinger•Clergue National Historic Site”*

Terms of Office

- Members will now be appointed for a *“two year term”* as opposed to a three year term

Officers

- In addition to electing the Chair, the Board shall now also elect a *Vice Chair*
- The Secretary-Treasurer and Administrator of the Board shall now be the *“Curator of the Ermatinger•Clergue National Historic Site* as opposed to the Manger of Recreation & Culture”

Budget

- The Board shall submit a yearly budget as part of *Community Development & Enterprise Services* budget as opposed to the Community Services Budget.

Management

- Clause (v): Remove the word “immediately” and replace with *“At the end of each year”*
- Clause (viii): Remove the phrase “the payment of fees or charges of admission” and replace with “recommend the annual user fees”

- Clause (ix): Replace full clause with *“determine policy concerning the Museum Gift Shop operations”*
- Clause (x): Replace full clause with *“determine hours of operation for the Ermatinger •Clergue National Historic Site*
- Clause (xiv): By-law 2004-17 established a name change for L.A.C.A.C to the Municipal Heritage Committee (M.H.C). Replace full clause with; *“have an established link with M.H.C. including communication and minutes.”* including communications and minutes”
- Clause (xvi): Remove the phrase “protection of the site are developed and operate within the mandate of the Board and Site” and replace with *“and protection of the Site are maintained”*.
- Clause (xvix): Replace full clause with *“review monthly revenues & expenditures of the annual operating budget; including specific one time projects prior to being sent to the City Treasurer”*.
- Clause (xvx): Remove the phrase “Mandate of the Site” and replace with *“the Mission and Purpose of the Site”*.

Bequests and Displays

- Replace the description with, *“Subject to such limitations and restrictions herein or hereinafter set out, the Board may.”*

FINANCIAL IMPLICATIONS

There is no financial impact to the City with regards to this matter.

STRATEGIC PLAN / POLICY IMPACT

This matter is not specifically identified, however, is linked to the plan through aiding the City in developing a rich Cultural and heritage Site with living history interpretation.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Curator of the Ermatinger •Clergue National Historic Site dated 2018 04 23 concerning the request The Historic Sites Board to update by-law 2001-229 be approved.

The relevant by-law 2018-78 appears elsewhere on the agenda and is recommended for approval

Historic Sites Board By-Law Changes

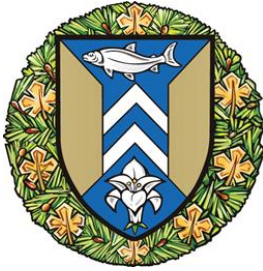
2018 04 23

Page 4.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kathy Fisher".

Kathy Fisher, Curator
Ermatinger•Clergue National Historic Site
705.759.5443
k.fisher@cityssm.on.ca



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Freddie Pozzebon, Chief Building Official

DEPARTMENT: Community Development and Enterprise Services

RE: 2017 Building Division Annual Fee Report

PURPOSE

The purpose of the report is to inform Council of the annual revenue and expenditures of the Building Division governed under the Ontario Building Code Act for the 2017 construction year. The report also details the total remaining reserves as of the end of December 2017.

BACKGROUND

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

ANALYSIS

For 2017 the indirect cost ratio was increased from 0.0384 to 0.10453977. This increase was based on conclusions from the Hemson Report dated July 17, 2017 and accurately represents the actual indirect costs incurred by the Building Division.

The Reserve Fund was only anticipated to be used for the first three years (2016-2018) of the proposed five year projection. The rate increases applied to the building fees have decreased the reliance on the Reserve Fund moving forward, and enabling the Building Division to maintain its sustainability within the proposed 5 year projected plan.

FINANCIAL IMPLICATIONS

The attached report details the fees and expenditures for the Building Division. At present the report shows there is lesser usage of the reserve fund than in the report to Council for the year ending 2016. (2016 usage \$166,034.63). Although

the Division has operated with a deficit, the use of the reserve fund noted in the analysis has continued to enable it to maintain established service levels.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

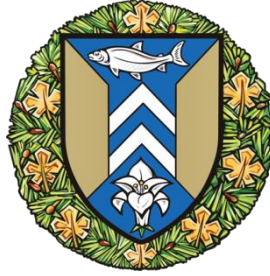
It is therefore recommended that Council take the following action:

That the report of the Chief Building Official dated 2018 04 23 regarding the 2017 Annual Fee Report be accepted as information only.

Respectfully submitted,

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

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



2017 Annual Report – Building Permit Fees

Total permit Fees (Revenues) collected for the period of January 1 to December 31, 2017 under Building By-Law 2008-148 of the City of Sault Ste. Marie \$ 968,777.77

Cost of Delivering Services:

Direct Costs:

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

Total Building Enforcement Costs \$ 954,375.54

Indirect Costs:

Indirect Costs are deemed to include the costs for support & overhead services to the Building Division of the city of Sault Ste. Marie being a ratio 0.10453977

Total Building Enforcement 954,375.54

Total Building Enforcement Costs X Indirect Cost Ratio 0.10453 0.10453977

Total Indirect Costs \$ 99,770.20

Total Costs:

Total Building Enforcement 954,375.54

Plus Indirect Costs 99,770.20

Grand Total Indirect and Direct Building Enforcement Costs \$ 1,054,145.74

1,054,145.74

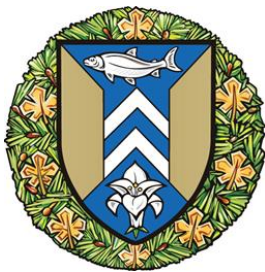
Less Total Permit Fee Revenues - 968,777.77

Differences \$ 85,367.97

Building Permit Reserve Fund as of January 1, 2017 277,092.99

2017 Transfer to Operations as per above - 85,367.97

Remaining Reserve Fund at December 31, 2017 \$ 191,725.02



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: John Rhodes Community Centre – Single Sourcing of Refrigeration System Replacement 60hp and 100hp Frick Refrigeration Compressors

PURPOSE

The purpose of this report is to advise Council of replacements that are required to the John Rhodes Community Centre (JRCC) refrigeration system and to further seek approval to have this work single sourced to the company that originally installed the system and that has maintained it ever since (CIMCO Refrigeration).

BACKGROUND

In 1978 the JRCC arena was built and CIMCO Refrigeration installed the refrigeration system. In 1999 the JRCC was expanded to include a second ice pad and at that time the expansion of the refrigeration system was single sourced to CIMCO Refrigeration. The pieces of equipment that are slated to be replaced have been identified by the manufacturer and are in accordance with the manufacturer specifications. The scope of work is provided in the attached quote from CIMCO.

The nature of the replacements is such that a competitive pricing process cannot be undertaken. In addition, CIMCO is the only authorized company in Ontario to work on our make of compressors. Furthermore, because the entire refrigeration system was supplied, installed and maintained by CIMCO it is important that replacement units of these major components are done by CIMCO to ensure asset integrity.

There have been previous occurrences where repairs have been required on the JRCC refrigeration system. The life of a compressor is measured in run hours. 80,000 hours is the benchmark used for a service life. Ours have surpassed the 100,000 hour mark. In 2014, 1 of the 3 original compressor from 1999 was

replaced and this project in a continuation of the original project to replace all of the compressors that have reached their service life.

In those past circumstances staff recommended that they be single sourced, and Council approval was received. Approval of single sourcing this contract is requested on the basis in accordance with the Purchasing By-law when the service can only be supplied by a particular supplier based on specialized previous experience.

ANALYSIS

This section does not apply to this issue.

FINANCIAL IMPLICATIONS

During the 2017 Capital budget process \$112,000.00 was approved for this project. It is staff's recommendation that the replacement of both the 60hp and 100hp Frick refrigeration plant compressors be undertaken. The total cost is estimated to be \$90,400.00 for the replacement of the 60hp (\$45,105.81) compressor and 100hp compressors (\$45,297.87) and can be accommodated under the approved budgeted amount.

The core credit for each unit will depend on the condition of the compressors and will be evaluated by the factory on a Level 1 or 2 basis.

STRATEGIC PLAN / POLICY IMPACT

This investment into the JRCC supports our strategic pillar of Infrastructure and in particular asset management and maintenance of existing equipment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Director of Community Services concerning the John Rhodes Community Centre Refrigeration System Replacement be received and the recommendation to single source the replacement of both compressors to CIMCO Refrigeration be approved.

Respectfully submitted,



Brent Lamming
Director, Community Services
705.759.5314
b.lamming@cityssm.on.ca

John Rhodes Community Centre – Single Sourcing of Refrigeration System
Replacement 60hp and 100hp Frick Refrigeration Compressors
2018 04 23
Page 3.

cc: T. Gowans, Manager of Purchasing
T. Vair, Deputy CAO – Community Development & Enterprise Services



April 11, 2018

John Rhodes Community Centre

280 Elizabeth St.
Sault Ste. Marie ON, P6A 6J3

Attention: Jason Mihailiuk

Subject: Frick screw replacements

Quote #: 171012MH

Quote #: 171016MH

Dear Jason,

CIMCO Refrigeration is pleased to provide pricing to supply and install (1) new 100HP Frick Screw compressor and (1) new 60HP Frick Screw compressor for the John Rhodes Community Centre. At the time of compressor replacement, an oil change, oil filter change and coalescent filters will also be replaced.

Scope of work (supply and install)

- Coordinate material and technician to site
- Shut down compressor and isolate using CIMCO LOTO procedure
- Isolate, remove and package up existing compressor for return to Frick for core credit
- Supply and install (1) new 100HP Frick compressor
- Supply and Install (1) new 60HP Frick compressor
- Supply and install necessary gaskets
- Supply and install (2) coalescent filters
- Supply and install (2) oil filters
- Supply and install (6) pails of CIMCO Type A oil
- Start up and test compressor operations
- All labour, travel expenses, freight and meals are included in the price below

CIMCO Price: \$ 45,297.87 HST extra - Quote #: 171012MH (100HP)
 \$ 45,105.81 HST extra - Quote #: 171016MH (60HP)

Total Price: \$ 90,403.68 HST extra

The core credit will depend on the condition of the compressors and will be evaluated by the factory on a Level 1 or Level 2 basis.

Pricing is valid for 30 days.

Ottawa – Tel: 613-271-4444
Toronto – Tel: 416-465-7581



Hamilton - Tel: 416-465-7581
London – Tel: 519-434-6444

Not Included:

- All work to be performed by CIMCO and our sub trades would be during regular working hours.
- If during the pump out of the refrigeration system, the shutoff valves do not hold the time and expenses required to remove the refrigerant, and repair the valves will be charged on a Time and Material basis.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this repair.
- Any material or work not covered in this quotation or mentioned in the owner's obligations will be the responsibility of the owner.

We thank you for selecting CIMCO as your refrigeration services provider; we appreciate your business and look forward to working with you for all of your refrigeration requirements.

Regards,

Marty Hebert

Account Manager - Northern Ontario

CIMCO Refrigeration

mhebert@toromont.com

Acceptance

For **171012MH & 171016MH**

Print Name

Title

Signature

Date:_____

PO#_____

Terms of Sale

Acceptance. All claims for shortages or damage, or any rejection of the goods described on the front of this invoice (the "Goods") for non-conformity, must be made in writing within 5 days of receipt of the Goods. All Goods shipped at buyer's risk. No unauthorized returns. Minimum 15% handling charge on returned Goods.

Prices. Unless otherwise specified by Cimco, prices are exclusive of all sales, use and other taxes imposed by any federal, provincial, municipal or other authority. Any tax or other charge which Cimco may be required to pay or collect in respect of the sale of the Goods may be added to invoice as a separate charge to be paid by the Customer.

Delivery and Risk. Unless otherwise specified by Cimco, the Goods shall be sold f.o.b. Cimco's plant, and the following provisions shall apply: (a) all shipping charges shall be paid by the Customer; (b) in the absence of specific shipping instructions from the Customer which have been agreed to in writing by Cimco, delivery of the Goods to any carrier shall constitute delivery to the Customer; and (c) upon delivery of the Goods to the carrier, all risk of loss or damage to the Goods shall pass to the Customer. If Cimco has specified that it shall install the Goods, then Cimco shall assume responsibility for delivery of the Goods to the installation site and the risk of loss or damage to the Goods shall pass to the Customer on such delivery.

Payment. This invoice is now due and payable. A late charge of 1.5% per month on all overdue amounts will be assessed on all invoices not paid within 10 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due Cimco hereunder following default by the Customer.

Title. Title to the goods shall remain in Cimco, and the Goods shall remain personal property (notwithstanding that they may be installed or affixed to realty), until all amounts due hereunder have been paid in full. If the Customer fails to make any payment due hereunder, the unpaid balance of the price and all other charges hereunder shall, at the option of Cimco, become immediately due and payable. In such event, Cimco, and any agent which it may appoint, shall have the right to enter the premises where the Goods are located and take possession of the Goods and sell or otherwise dispose of the Goods as it may see fit, including by way of private sale. The Customer shall be responsible for deficiency remaining after any such sale and specifically waives the benefit of any applicable legislation restricting Cimco's right or remedies.

Insurance. At its own expense, the Customer shall maintain, with insurers of recognized responsibility, insurance against loss or damage to the Goods from the time at which the risk of loss or damage passes to the Customer until the price has been paid in full. Such insurance shall be on terms usual in the trade, in an amount not less than the price, and shall provide that losses are payable to Cimco as its interest may appear. The Customer will ensure that Cimco is provided with a certificate of such insurance forthwith upon request.

Installation. If Cimco has specified that it shall install the Goods, the following provisions shall apply: (a) Cimco shall have the right to subcontract all or any part of the installation work to others; (b) Cimco shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of Cimco become immediately due and payable; (c) unless requested by the Customer and agreed by Cimco, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the Customer, and (d) "completion" of installation shall be deemed to occur when any of the following events takes place: (i) the Customer signs an acceptance certificate, (ii) Cimco has installed the Goods and successfully tested the installation, or (iii) the Customer commences regular use of the Goods.

Delays. Delivery and installation dates are estimates only. Cimco will use its commercially reasonable efforts to meet such dates, but shall not be responsible for any loss or damage resulting from any delay whatsoever regardless of cause.

Changes. Changes in the Goods may be requested by the Customer in writing, but shall be made only if agreed to in writing by Cimco. If any change results in an increase in the cost to Cimco of fulfilling its obligations hereunder, the price shall be increased accordingly on a basis determined by Cimco acting reasonably.

Limited Warranty. Subject to the limitations set out below, Cimco warrants to the Customer that all Goods of Cimco's manufacture will be free from defects in materials and workmanship for a period of ninety (90) days from (i) the date of shipment in the case of Goods not installed by Cimco and (ii) the date of completion (as defined in paragraph d of section 7) in the case of Goods installed by Cimco. Goods which are not of Cimco's manufacture will carry the warranty (if any) provided by the original supplier or manufacturer, and any warranty by Cimco in respect thereof is expressly excluded.

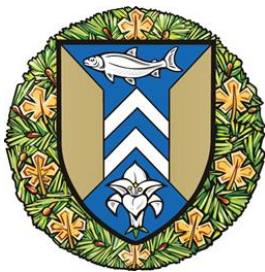
Cimco's obligation under this warranty in respect of Goods which it has not installed shall be limited to repairing or replacing such Goods, or any defective parts thereof, f.o.b. the original point of shipment, provided such Goods or defective parts are returned to Cimco and found by Cimco's inspection to be defective in materials or workmanship. In this connection, Cimco shall not be responsible for any costs of installation, removal or transportation.

This warranty shall apply only if Cimco receives written notice of the Customer's claim during the warranty period, and then only if the Customer has fully complied with the terms of payment. This warranty shall not apply to any Goods which, in the opinion of Cimco, have been subject to misuse, neglect, accident, alteration or improper installation by anyone other than Cimco. This warranty is extended only to the Customer and is not transferable.

There are no other conditions, warranties or representations, express or implied, statutory or otherwise, as to the character or quality of the Goods. In particular, there are no implied conditions or warranties as to merchantability or fitness of the Goods for any particular purpose.

Cimco shall not be liable in contract or otherwise for any loss, damage, expense or injury of any kind, arising out of or in connection with the installation, use or failure of the Goods, or any defect therein, even if caused by the negligence of Cimco, its employees, agents or representatives. In no event shall Cimco be liable for any direct, indirect, special or consequential damages of any kind whatsoever.

General. Unless otherwise specified by Cimco, the laws of the province of Ontario shall govern this agreement. If Cimco has specified that it shall install the Goods, the laws of the province or jurisdiction where installation takes place shall govern this agreement. Customer shall not assign neither this agreement nor any right or obligation arising hereunder. In the event that either party shall on any occasion fail to perform or fulfill any of the terms of this agreement and the other party shall not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion. Each of the provisions and parts thereof of this agreement are intended to operate independently of the others. It is the intention of the parties that in the event that a court or other competent tribunal determines that any provision or part hereof of this agreement is unenforceable for any reason, all other provisions and parts thereof shall remain valid and legally binding. The remedies provided to Cimco under this agreement shall be cumulative and in addition to all other remedies provided by law. The headings to the paragraphs of this agreement are provided for ease of reference only and shall not be construed to vary or limit the terms hereof. This agreement has been written in the English language in accordance with the wishes of both parties.



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

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell MCIP, RPP, Planning Director

DEPARTMENT: Community Development and Enterprise Services

RE: Ontario's Main Street Revitalization Initiative

PURPOSE

The purpose of this Report is to request City Council's approval for an agreement with the Association of Municipalities of Ontario for funding related to Ontario's Main Street Revitalization Initiative.

BACKGROUND

On January 23, 2018, the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) announced a \$26 million Main Street Revitalization Initiative to help municipal governments undertake revitalization activities that support and benefit small businesses. On March 12, 2018, OMAFRA signed an agreement with the Association of Municipalities of Ontario to administer the funding on behalf of the province. The City's share of this funding is \$94,493.65.

ANALYSIS

Main Street Revitalization funding can be used for the following two types of initiatives.

First, financial incentives that are described in existing Community Improvement Plans.

On May 29, 2017, City Council approved a new Downtown Community Improvement Plan. This plan was based on the 2016 Downtown Strategy and created grant programs for activating vacant building spaces, façade improvements, upper floor residential conversions and the creation of rear yard patios. All of these programs are consistent with the Main Street Revitalization guidelines.

Second, the Main Street Revitalization funding may be used for municipal infrastructure improvements such as signage, streetscape and landscape improvements, and marketing plan implementation.

Municipalities must confirm that anticipated projects are consistent with the guidelines and then report annually until all funding is spent. City staff will be reporting further on recommended projects prior to incurring any expenses.

Costs must be incurred prior to March 31, 2020. Terms and conditions are standard for this type of agreement.

It should be noted that the City currently has an application to the Northern Ontario Heritage Fund Corporation (NOHFC) for \$600,000 to assist with the implementation of our Downtown Strategy. Last year City Council committed \$600,000 in municipal funding as our matching contribution. In addition, the Downtown Association has committed \$10,000 toward this program.

FINANCIAL IMPLICATIONS

There is no municipal funding requirement for this program. Although the City will incur staff costs and administrative expenses, these will be covered within existing departmental budgets.

The Planning office has been assigned responsibility to administer this program.

STRATEGIC PLAN / POLICY IMPACT

Approval of the funding agreement is consistent with both the City's Corporate Strategic Plan and recently completed Community Adjustment Committee recommendations which specifically identify Downtown Revitalization as a priority for the community.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated April 23, 2018 concerning Ontario's Main Street Revitalization Incentive be received and that agreement by-law 2018-75 be approved.

Respectfully submitted,



Donald B. McConnell, MCIP, RPP

Planning Director

705.759.5375

d.mcconnell@cityssm.on.ca



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Declare Surplus 236 Prentice Avenue

PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31594-0081 (LT) PT LT 8, 32 RCP H625 KORAH PT 1, 2 1R2704, PT 4 1R3082; SAULT STE. MARIE, being civic 236 Prentice Avenue be declared surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

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

BACKGROUND

The Legal Department received a request from Mr. Pat Lento to ascertain if 236 Prentice Avenue would be declared surplus. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

The Planning Department stated no concerns or comments on this application other than to note that the City should transfer the corner roundings on the property to the abutting Prentice Avenue neighbours so that each lot is rectangular in shape.

The Engineering Department indicated that Bell Canada will require an easement in order to protect the existing buried installations. PUC Services advised that they may require an easement regarding an existing fire hydrant, water frontage charges would need to be assessed and that this lot should be considered un-serviced with respect to water. The Engineering Department also advised that servicing is required for this property.

The Building Department has no objection to the sale of 236 Prentice Avenue; however, it was noted that this property is zoned R-2 (Single Family Residential

Declare Surplus 236 Prentice Avenue

2018 04 23

Page 2.

Zone) and would require a re-zoning application in order to use the land for the purposes of a multi-attached building.

The Public Works and Engineering Services Department has no objection to 236 Prentice Avenue being declared surplus and being sold.

The Sault Ste. Marie Region Conservation Authority advised that 236 Prentice Avenue is not located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

ANALYSIS

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

FINANCIAL IMPLICATIONS

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

Authorize the City owned property described as PIN 31594-0081 (LT) PT LT 8, 32 RCP H625 KORAH PT 1, 2 1R2704, PT 4 1R3082; SAULT STE. MARIE, being civic 236 Prentice Avenue as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land.

By-law 2018-90 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/mw

Attachment

\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2018\\Declare Surplus 236 Prentice Avenue.docx

Schedule "A"

Sussex Road

388	384	287
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387	383	379	275
			271
			267
14	12	6	263

Donna Drive

15	9	5	3	251
				247
				243
				239
				237
				235
452 4				231
				428
452 9	444 A	436		

Prentice Avenue

280	363	359	355	351	347	343	339	335	333	331
272										
268										
264										
258										
252										
248										
240										
236										
232										
420	412	408	400	392	384	376				

SUBJECT PROPERTY

Second Line West

459	443	439	435 1	427
	234			195
229	232			
227	226			187
	224			183
	222			
221	220			179
	218			
215	216			171
	212			167

Turner Avenue

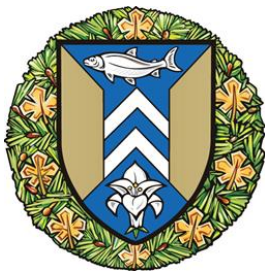
208	
196	505
188	
184	501
180	497
	493
172	489
	473

First Avenue

391	
500	499
496	495
492	491
488	487
484	483

Second Avenue

522
514
508
498
492
488
484



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

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Transfer of Review Agreement

PURPOSE

The purpose of this report is to obtain Council approval to enter into an agreement with the Ministry of Environment and Climate Change (MOECC) for the transfer of review of some applications for Environmental Compliance Approvals.

BACKGROUND

Construction or reconstruction of sanitary, storm and water related infrastructure requires an Environmental Compliance Approval from the Ministry prior to construction. Under the Transfer of Review Program, the Ministry permits the technical review to be completed by City professional engineering staff for some infrastructure. For many years, the City has participated in the MOECC Transfer of Review Program for the review of all linear infrastructure and for pumping stations. Regional clearance is acquired from the local Ministry office, and the reviewed applications are forwarded to the Ministry for issuance of the approval certificates. Other infrastructure requires direct submission to the Ministry for review and much longer timelines.

For private developments that produce infrastructure to be assumed by the City, staff is permitted to charge a fee for the review. The Transfer of Review program greatly accelerates the timelines for approval and it has worked well for the City and private developers for many years.

ANALYSIS

The Transfer of Review Program assists municipalities in reducing timelines for approval. The Ministry is in the process of updating the program and the agreement with the Ministry is recommended this evening. The program is essentially unchanged, except that there are more rigorous reporting requirements for participating municipalities to follow.

FINANCIAL IMPLICATIONS

There is no cost to the City for this program. There is a small amount of revenue that is generated through application fees from private developers.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2018-74 is listed elsewhere on the Agenda and is recommended for approval.

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Black Road Widening Project Phase II (Second Line to Third Line) – Offers to Purchase

PURPOSE

The purpose of this report is to update Council on the status of the Black Road Widening Project Phase II from Second Line to Third Line (the “Project”) and request Council’s authorization to acquire seven abutting properties needed to complete the Project in the amounts outlined below.

BACKGROUND

On January 8, 2018, Council directed staff to proceed to acquire seven properties at total cost to not exceed Two Hundred Thousand (\$200,000.00) Dollars.

ANALYSIS

The Legal Department requisitioned appraisals for each of the parcels from AREA Real Estate Appraisals, in addition to reference plans from D. S. Urso Surveying, and has been in contact with the property owners. Below is a summary of the properties required and the purchase price for each.

- a) A 0.023 acre (91.5 sq.m) portion of 690 Black Road owned by Palmer Construction Group Inc. for the price of Nine Hundred (\$900.00) Dollars.
- b) A 0.012 acre (48 sq.m) portion of 1005 Black Road owned by Michael Thomas and Loretta Blue for the price of One Thousand Three Hundred (\$1,300.00) Dollars.
- c) A 0.012 acre (48 sq.m) portion of 1015 Black Road owned by Keith and Arlene Jones for the price of One Thousand Three Hundred (\$1,300.00) Dollars.

Black Road Widening Project Phase II (Second Line to Third Line) – Offers to Purchase

2018 04 23

Page 2.

- d) A 0.024 acre (96.5 sq.m) portion of 953 Black Road owned by Paul and Pauline Dewar for a price that is to be negotiated.
- e) A 0.52 acre (2,103 sq.m) portion of 828 Black Road owned by SSM 2 Solar ULC for a price that is to be negotiated.
- f) A 0.54 acre (2,183 sq.m) portion of 931 Black Road owned by Jane Bean and Colleen Scott for a price that is to be negotiated.
- g) A 0.036 acre (145 sq.m) portion of 959 Black Road owned by Giuliano Diamantini for a price that is to be negotiated.

FINANCIAL IMPLICATIONS

Council has authorized Two Hundred Thousand (\$200,000.00) Dollars for the acquisition of these properties. The total costs, including costs to date and anticipated future costs, do not exceed this amount.

STRATEGIC PLAN / POLICY IMPACT

The Black Road Widening Project is linked to Objective 1A, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

In accordance with direction given in Closed Session on January 8, 2018, City Council directs the Legal Department to proceed with the acquisition of the following properties to facilitate the Black Road Widening Project Phase II:

- a) a portion of 690 Black Road from Palmer Construction Group Inc. for Nine Hundred (\$900.00) Dollars;
- b) a portion of 1005 Black Road from Michael Thomas and Loretta Blue for One Thousand Three Hundred (\$1,300.00) Dollars;
- c) a portion of 1015 Black Road from Keith and Arlene Jones for One Thousand Three Hundred (\$1,300.00) Dollars;
- d) a portion of 953 Black Road from Paul and Pauline Dewar for a price that is to be negotiated;
- e) a portion of 828 Black Road from SSM 2 Solar ULC for a price that is to be negotiated;
- f) a portion of 931 Black Road from Jane Bean and Colleen Scott for a price that is to be negotiated; and
- g) a portion of 959 Black Road from Giuliano Diamantini for a price that is to be negotiated,

Black Road Widening Project Phase II (Second Line to Third Line) – Offers to Purchase

2018 04 23

Page 3.

along with payment of all necessary expenditures related to the acquisition of the aforesaid properties, with the required funding to be taken from the Two Million (\$2,000,000.00) Dollar allocation in the 2018 capital budget for Black Road.

By-laws 2018-81, 2018-82 and 2018-83 which authorize the acquisitions of the above mentioned Black Road properties appear elsewhere on the Agenda and are recommended for your approval.

By-laws authorizing the purchase prices for the remaining four property acquisitions will appear on a future Council agenda.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/mw

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design & Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Reconstruction of Black Road – Second Line to Third Line

PURPOSE

The purpose of this report is to obtain approval to award Contract 2018-2E. The project includes the reconstruction of Black Road from Second to Third Line.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the reconstruction of Black Road is planned for 2018.

Tenders received for Contract 2018-2E were opened at a public meeting Thursday, April 5, 2018 in the Steelton Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of \$4,245,999.77 (including HST) was received from Pioneer Construction Inc.

FINANCIAL IMPLICATIONS

When recoverable HST is removed and allowances for engineering, property acquisitions and utility relocations are added, the City's cost to complete this project is projected to be \$4,730,454. This is below the allocation in the 2018 capital budget of \$5,092,750. When individual budget allocations are considered, the project is over the urban only allocation by \$62,415 and it is under the overall capital allocation by \$424,711.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2018 04 23 concerning the reconstruction of Black Road, be received and the recommendation that Contract 2018-2E be awarded to Pioneer Construction Inc., be approved.

By-law 2018-86 authorizing execution of Contract 2018-2E and By-law 2018-89 authorizing the road closure of Black Road between Second and Third Line from May 30, 2018 until October 31, 2018 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

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

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

Attach.



AECOM

523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

April 10, 2018

Mr. C. Rumiel, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. Rumiel:

Project No: 60558981

**Regarding: Reconstruction of Black Road (Second Line to Third Line)
Contract No. 2018-2E
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Thursday, April 5, 2018 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2018-2E – Reconstruction of Black Road (Second Line to Third Line) consists of supplying all materials, labour and equipment for the reconstruction of approximately 1,600 metres of roadway including removals, grading, geotextile, granular subbase and base, asphalt, culverts, storm sewers and associated appurtenances.

The tender advertisement was published in the Sault Star on Saturday, March 17, 2018 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of seven (7) Contractors and Subcontractors picked up tender documents during the tender period following submission of the \$100.00 refundable deposit. Plan takers consisted of six (6) contractors and one (1) subcontractor.

During the tender period, there were a few questions from plan takers relating to the scope of work along with various technical specifications. One addendum was issued by the Consultant to address issues/questions raised by the plan takers.

2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2018-2E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, April 5, 2018. The tenders were publicly opened at 3:15 p.m. on the same day by Deputy City Clerk Rachel Tyczinski in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$200,000 tender deposit cheque and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Prices, including HST, in ascending order of bid price:

1.	Pioneer Construction Inc.	-	\$4,245,999.77
2.	R.M Belanger Limited	-	\$4,875,293.47
3.	Avery Construction Ltd.	-	\$5,519,921.16

The Total Tender Value for each tender includes a contingency allowance of \$100,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$4,310,113.80 (incl. HST) which was compiled based on prices from previous road construction contracts. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. None were found.
3. The Instructions to Tenderers indicated that all tenders were to include a \$200,000 tender deposit in the form of a certified cheque. All tenderers complied with submission of the required certified cheques.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.

5. The tender also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to all tenders submitted.
7. The tenderers were to provide a completed Statement of Canadian Content. All tenderers submitted the required form.
8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No. 1.

3.0 Low Bidder Experience

The low tenderer, Pioneer Construction Inc., is a well-known local Contractor who has completed numerous City contracts in the past. Statement 'A' Tenderer's Experience provided with their tender submission outlined a list of similar projects that they have completed in the Sault and area.

Statement "D" – Subcontractors submitted by Pioneer Construction Inc. indicated that the work will be done by their own forces and Palmer Construction, with the exception line painting which will be done by Superior Asphalt Markings, tack/granular sealing by Royel Paving, and paving stones by Stoneage. The landscaping will be done by own forces, Palmer, and Tranberg and Sons.

4.0 Tender Estimate

The low tender amount of \$3,757,521.92 (excl. HST) is lower than the Engineer's tender estimate by \$56,738.08 (excl. HST) or approximately 1%.

5.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The City should select a Contractor to complete the Black Road (Second Line to Third Line) reconstruction project;
2. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement (Note: the low bidder has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm
Encl.

Appendix 1

Summary of Tender Prices

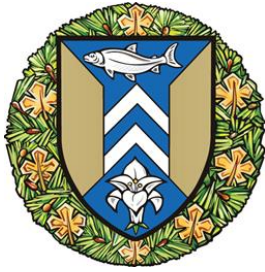
Date: April 5, 2018

Description of Works	Engineer's Estimate Total Price	1) Pioneer Construction Total Price	2) R.M. Belanger Total Price	3) Avery Construction Total Price
PART 'A' - ROADWORKS - >>	\$3,210,610.00	\$3,041,245.25	\$3,635,269.00	\$4,146,895.13
PART `B' - DRAINAGE WORKS - >>	\$460,250.00	\$568,165.00	\$539,450.00	\$584,950.93
PART `C' - PROVISIONAL ITEMS - >>	\$143,400.00	\$148,111.67	\$139,700.00	\$153,039.92
TOTAL TENDER PRICE (Excl. HST)	\$3,814,260.00	\$3,757,521.92	\$4,314,419.00	\$4,884,885.98
TOTAL TENDER VALUE (Incl. 13% HST)	\$4,310,113.80	\$4,245,999.77	\$4,875,293.47	\$5,519,921.16

SUMMARY OF TENDER SUBMISSIONS

Tender Closing: April 5, 2018

ITEMS	1. CONTRACTORS Pioneer Construction Inc. Sault Ste Marie, ON	2. R.M. Belanger Limited Chelmsford, ON	3. Avery Construction Limited Sault Ste. Marie, ON
Total Tender Value (Submitted)	\$4,245,999.77	\$4,875,293.47	\$5,519,921.16
Total Tender Value (Corrected)	same	same	same
Addendum's Acknowledged	1	1	1
Tender Deposit	\$200,000.00 Certified Cheque	\$200,000.00 Certified Cheque	\$200,000.00 Certified Cheque
Agreement to Bond	Enclosed	Enclosed	Enclosed
Statements 'A' to 'D'	Enclosed	Enclosed	Enclosed
Statement 'E' - Alternatives	none provided	none provided	none provided
Statement of Canadian Content	Enclosed	Enclosed	Enclosed
Tenders Signed	Signed, Sealed and Witnessed	Signed, Sealed and Witnessed	Signed, Sealed and Witnessed
Subcontractors	Piping - Own Forces/Palmer Roadwork - Own Forces/Palmer Conc. Curbs/Sidewalk - Own Forces/Palmer Asphalt Paving - Own Forces Landscaping - Own Forces/Tranberg/Palmer Line Painting - Superior Asphalt Markings Tack/Granular Sealing - Royel Paving Paving Stones - Stoneage	Piping - Own Forces Roadwork - Own Forces Conc. Curbs/Sidewalk - Own Forces Asphalt Paving - Pioneer Landscaping - Own Forces	Piping - Own Forces Roadwork - Own Forces Conc. Curbs/Sidewalk - Robinson Asphalt Paving - Robinson Landscaping - Tranberg
Bids Complete	Complete	Complete	Complete



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

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2018 Road Resurfacing

PURPOSE

The purpose of this report is to obtain Council approval for the 2018 road resurfacing program.

BACKGROUND

Each year, the majority of the miscellaneous construction budget is allocated to road resurfacing. As noted in previous reports, the \$1.3 million miscellaneous construction budget is insufficient to meet the increasing need to resurface roads. Further, the rising costs of construction are slowly eroding the effectiveness of the program. The Engineering Division foresees several arterial road sections that will require resurfacing in the next few years. For example, McNabb Street between Grand Boulevard and Lake Street is estimated to be in the range of \$4 million. Other examples include Northern Avenue, Wallace Terrace, Pim Street and Allen's Side Road to name a few. Such resurfacing projects will have to be included in future capital roads programs which in turn reduces the effectiveness of that program.

The resurfacing program attempts to address critical needs for all four classes of road surface:

- Class A (asphalt roads with curbs and storm sewers)
- Class B (asphalt road with ditches)
- Class C (surface treated roads)
- Class D (roads with gravel surfaces)

The resurfacing budget includes an allowance for surface treatment. The City has many surface treated roads that would perform better if they had an asphalt surface. Surface treatment is an inexpensive way of putting a hard surface on low-volume roadways, but does not work well on higher volume roads, especially

bus routes. For several years, some of the surface treatment allocation has been used to convert Class C roads that are bus routes to Class B to improve longevity.

ANALYSIS

The resurfacing budget for 2018 is \$1.164 million. Council is aware that there is no Connecting Link funding, so there will be no resurfacing on City arterial roads in 2018. The recommended 2018 program includes the following streets:

Class A: The budget is insufficient to complete any Class A roads.

Class B:

- People's Road from Third line to Fourth Line: Pulverize and pave Class B
- Shore Drive from Pine St. to east limit: Pulverize and upgrade to Class B
- Royce Avenue from Wallace Terrace to Ransome Drive: Pulverize and upgrade to Class B

Class C: The following streets will be provided with new surface treatment:

- Brookfield Avenue from Second Line to the south limit
- Laurier Avenue from Second Line to the south limit

A quantity of crack routing and sealing, and full lane patches will also be included in the contract, budget permitting.

A construction tender will be issued for the above noted works and, upon closure, a recommendation for award will be brought back to Council.

FINANCIAL IMPLICATIONS

The resurfacing allocation in the 2018 miscellaneous budget was \$1,220,000. At the 2018 02 20 and 2018 03 05 meetings, Council approved recommendations that \$45,000 and \$10,200 of this be diverted to the Northern Avenue and Black Road environmental assessments respectively. The 2018 resurfacing budget is therefore \$1,164,800.

STRATEGIC PLAN / POLICY IMPACT

Road resurfacing is linked to the asset management and 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 04 23 be received and that the 2018 road resurfacing program be approved.

2018 Road Resurfacing

2018 04 23

Page 3

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Don Elliott', with a stylized flourish extending from the bottom left.

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design & Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Reconstruction of Simpson Street

PURPOSE

The purpose of this report is to obtain approval to award Contract 2018-4E. The project includes the reconstruction of Simpson Street from Queen Street East to Wellington Street East.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the reconstruction of Simpson Street is planned for 2018.

Tenders received for Contract 2018-4E were opened at a public meeting Wednesday, April 11, 2018 in the Steelton Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

ANALYSIS

A total of four (4) tenders were received. All tenders submitted were found to be complete and a summary is attached. The low tender of \$3,017,625.36 (including HST) was received from Trimount Construction Group Inc.

The City has worked with this Contractor on a couple of small contracts in the past and had have not had any issues with performance. As this is a much larger project, City staff will monitor progress very closely to ensure The City's objectives are met.

FINANCIAL IMPLICATIONS

When recoverable HST and PUC watermain costs are removed and utility relocation costs are added, the City's cost to complete this project is projected to be \$2,233,215. This is below the allocation in the 2018 capital budget of \$2,572,000. When individual budget allocations are considered, the project is

under the urban only allocation by \$201,599, it is under the overall capital allocation by \$102,657 and under the sanitary sewer budget by \$34,529.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2018 04 23 concerning the reconstruction of Simpson Street, be received and the recommendation that Contract 2018-4E be awarded to Trimount Construction Group Inc., be approved.

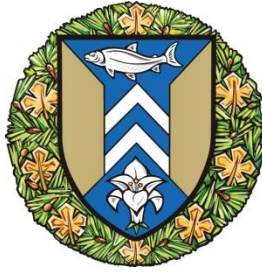
By-law 2018-85 authorizing execution of Contract 2018-4E and By-law 2018- 88 authorizing the road closure of Simpson Street between Queen Street East and Wellington Street East from May 30, 2018 until October 31, 2018 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

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

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

Attach.



2018 04 12

Our File: Contract 2018-4E

CONTRACT 2018-4E

RECONSTRUCTION OF SIMPSON STREET

SUMMARY OF BIDS

CONTRACTOR	TOTAL BID PRICE
Trimount Construction Group	\$3,017,625.36
Palmer Construction Group	\$3,038,683.00
**Boyer Construction	\$3,286,250.24 \$3,278,114.24
**Avery Construction	\$3,386,179.76 \$3,386,179.71
Belanger Construction	\$4,280,279.54
Pre-Tender City Estimate	\$3,000,000.00

** Note : Boyer Construction and Avery Construction bid price was corrected by Engineering Staff due to mathematical errors which were not consistent with unit prices-- Unit Price Govern as per Special Provision)



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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng.

DEPARTMENT: Public Works and Engineering Services

RE: Framework for RFP – Waste Collection

PURPOSE

The purpose of this report is to respond to the Council resolution dated February 20, 2018 which reads,

“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 both a split (hybrid) approach (Contractor and City areas balanced) and the alternate Contractor only approach.”

BACKGROUND

The current contract for waste collection is set to expire on June 29, 2019 with the existing service provider being Municipal Waste and Recycling Consultants ('MWRC'). This contract was originally an eight (8) year contract that was extended for an additional year in compliance with the clause within the agreement and with Council approval on September 25, 2017. At the same meeting, Council approved to hire AECOM as our consultants to prepare a Request for Proposal ('RFP') for the collection of curbside waste. Meetings have been held with staff to ensure that the RFP includes all those terms and conditions which the City desires.

A summary of that framework and the items to be contained within the submissions is as follows:

1. **Contract Term:** The term of the new contract shall be eight (8) years plus the potential for a two (2) year extension – part of the rationale for this term length is that there are potential Provincial regulations with effective dates within a five (5) to seven (7) year timeframe, as was presented to Council in our report dated 2018 02 20.

2. ***Mechanical Collection Only*** - It is recommended that the RFP request collection via mechanical means only (manual collection shall not be considered).
3. ***Cart size*** - The cart size is recommended to be 240L – this is smaller than the current recycling bin and reflects the current maximum set-out limit for waste. Carts shall be provided by the Contractor for approximately 26,000 households (100% of dwellings requiring carts) regardless of whether or not the City remains a service provider;
4. ***Stops to be Included*** - All of the buildings currently serviced by curbside pick-up will be included in the new contract (ie. 4 units or less);
5. ***Collection Schedule*** – The City is requesting a price that considers a potential four (4) 10 hour per day collection schedule and a price for a five (5) 8 hour per day collection schedule.
6. ***Price*** - The pricing shall be submitted on a per stop basis. There shall be a price submitted to be based on serving approximately 13,000 households (a reassigned count based on the City/Contractor split currently practiced) A second price shall be submitted based on serving approximately 26,000 households where the contractor would service 100% of the community; and
7. ***Leaf and Yard Waste Collection Program*** - A separate price for the provision of the City's seasonal leaf and yard waste collection service (May to October) will be requested.

All proposal submissions must include compliance with legislation.

ANALYSIS

Each of the key components of the RFP, listed above, shall be discussed.

Contract Term

The term of the contract gives consideration of the mechanical life of the equipment and allows the contractor to amortize the equipment over such term. This in effect should provide the City with the best possible pricing. Establishing a longer term at this point in time may be detrimental to the City as Provincial legislation has proposed effective dates for programs which may be mandatory (ie. curbside organics program).

Mechanical Collection Only

The rationale for mechanical collection only is focussed on the fact that hypodermic needles (sharps) are more frequently being discovered in curbside refuse. This issue is now the focus of a Stage 2 Investigation by the Joint Health and Safety Committee and ultimately mechanical collection is seen as the solution for this problem. Mechanical collection should limit the handling of refuse bags by operators. Each truck will have one (1) operator which will result in savings if completed by the Contractor or City forces. Also, many other of the

health and safety ('H&S') issues (ie. repetitive strain type injuries) shall be mitigated by mechanical collection (ie. heavy bags will no longer be a concern).

Cart Size

It is recommended that the cart size provided to single family homes be 240L giving consideration to the current curbside bag limit and the potential legislation changes, which may impact the waste making its way into these containers. It is recommended that multi-family properties may be offered containers 360L in size to accommodate spacing issues, and that a combination of containers be provided to multi-family dwellings up to and including four (4) units that are consistent with the curbside refuse limits.

Stops to be Included

It is intended to remain *status quo*. All those properties currently serviced via the curbside collection contract shall remain serviced via the new contract. In general, this means any dwelling with four (4) units or less.

Collection Schedule

Currently, the schedule is based on a five (5) day, eight (8) hour collection schedule. Following the commissioning of the biosolids management plant at the landfill, consideration should be given to implementing a four (4) day, ten (10) hour collection schedule. Once the biosolids are being processed it is anticipated there will be more flexibility in the scheduling options as it will no longer pose an odour concern. A four day schedule will eliminate much of the overtime experienced in conjunction with most of the statutory holidays and should result in savings.

Mapping will be included in the RFP for both a five day and four day schedule.

Pricing

As stated in the Background section – pricing shall be provided on a per stop basis for both the hybrid and 100% contractor model. Mapping shall again be provided for both the portion of the community considered for contractor service if the hybrid model is continued and for the entire community to be serviced if the 100% contractor model is chosen. Pricing shall give consideration for the collection schedule options.

Leaf and Yard Waste Collection Program

Currently, the leaf and yard waste collection program is provided by City forces for 100% of the service area. Should the decision to proceed with 100% contractor service, it would potentially become more difficult and less efficient for the City to provide this service and therefore through the course of this RFP a price shall be provided by the contractor to provide the service based on the

same terms that the service is currently offered (ie. seasonal service – May through October, paper bags only, etc.)

FINANCIAL IMPLICATIONS

There are no financial implications considered with the issuance of the RFP. Upon receipt of the submissions from contractors a full evaluation will be conducted including, but not limited to, financial implications.

STRATEGIC PLAN / POLICY IMPACT

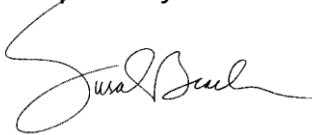
This is an operational matter that is included in the Corporate Strategic Plan as it relates to the provision of a key core municipal service.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works be received and that Council approve the issuance of the Request for Proposal based on the key terms outlined above.

Respectfully submitted,

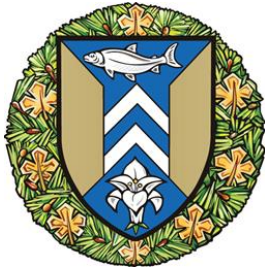
A handwritten signature in black ink, appearing to read "Susan Hamilton Beach". The signature is fluid and cursive, with the first name "Susan" being more prominent.

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

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: McNabb Street – Pim Street Drainage Improvements
Phase 2 Engineering Agreement

PURPOSE

The purpose of this report is to request Council approval to authorize an engineering agreement with Tulloch Engineering Inc. for the above-mentioned project.

BACKGROUND

At the 2018 04 09 meeting, Council provided approval to retain Tulloch Engineering Inc. for engineering services for this project scheduled in the 2018 Capital Road Reconstruction Program.

ANALYSIS

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services for the approved projects in the upcoming year.

FINANCIAL IMPLICATIONS

The total impact to the budget is the engineering fee estimate which is \$271,608 and can be covered within the approved \$2.2M budget for this project.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Bylaw 2018-87 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,

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

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



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

COUNCIL REPORT

April 9, 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: M.S. Norgoma – Options for Removal

PURPOSE

The purpose of this report is to respond to the October 10, 2017 City Council resolution:

Whereas in April 2013 City staff reported to Council on options to remove the M.S. Norgoma from the Bondar Marina; and

Whereas at the time, the water levels in the St. Mary's River meant that the removal effort would require dredging the Bondar Marina in order to successfully remove the M.S. Norgoma from the Bondar marina; and

Whereas 2017 has seen high river and lake water levels across the Sault; and

Whereas the high water levels may provide an opportunity to remove the M.S. Norgoma from the Bondar Marina without the requirement to dredge the Marina; and

Whereas the M.S. Norgoma cannot be removed from the Bondar Marina without a plan in place for where the ship should go, and what improvements should be made to the Bondar Marina;

Now Therefore Be It Resolved that City Staff report back to City Council on the following:

1. Options for removing the M.S. Norgoma from the Bondar Marina, including the cost of removal, where the ship will be brought, and options for what

- can be done with the ship on a permanent basis and potential funding sources to achieve this;
2. Recommended improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

BACKGROUND

The M.S. Norgoma is 185 feet long vessel which draws 12-13 feet when fully loaded and was acquired by the City in 1975 and has been in the Bondar Marina since 1994. From 1950 to 1963, the vessel was a means of transportation between Owen Sound and Sault Ste Marie and made a 5-day round trip every week. In 1963 after the Trans-Canada Highway was completed, the Norgoma was operated as a car ferry between Tobermory and South Baymouth.

City staff reviewed the studies and reports that have been prepared and presented to City Council regarding the M.S. Norgoma.

In 2000 a feasibility study was completed by the Tourism Company entitled “The Phase 1 Report for the Norgoma Feasibility Study and Business Plan.”

In 2001 the Tourism Company completed another study; “Feasibility Study and Business Plan, Phase 2 Report: Relocation Assessment”.

On May 29, 2006 City Council passed a resolution stating:

“Be it resolved that Destiny SSM be requested to conduct an objective evaluation of the Norgoma and provide Council with recommendations as to next steps;

Recommendations should consider the benefits and associated costs concerning options evaluated and the recommended option;

It is understood that Destiny would establish an advisory committee and that city staff along with other key players will participate”

Destiny Sault Ste. Marie presented their report “The Norgoma Background and Recommendations a Report to City Council” in January of 2007 at which time they made several recommendations. The report is attached as M.S. Norgoma - Appendix A.

In September 2011, Parks Canada, unveiled a Historic Sites and Monuments Board of Canada plaque located in Roberta Bondar Park adjacent to the M.S. Norgoma commemorating the passenger and packet freighters on the Upper Great Lakes as a National Historic Event.

The five-year funding period for the Norgoma ended in 2012. On January 21, 2013 the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C.) Board of Directors made a presentation to Council requesting continued funding and sharing of resources. At that meeting the following resolution was passed:

“Resolved that the presentation of the St. Mary's River Marine Heritage Centre (M.S. Norgoma) be referred to Destiny Sault Ste. Marie, the Economic Development Corporation and appropriate staff for review and report back to Council.”

Reports from the Commissioner Community Services, the Chair of the Destiny Committee, and the Chief Executive Officer – Economic Development Corporation were provided to Council at the April 8, 2013 budget meeting recommending that no further municipal funding be provided. Council instead approved funding the Norgoma for one year only in the amount of \$15,000.

On February 18, 2014, a report outlining the details of various exit strategies for the M.S. Norgoma was prepared and again recommended that no further municipal funding be provided.

Council instead referred funding for the M.S. Norgoma to the 2014 budget deliberations. Funding in the amount of \$15,000 was approved in the 2014 budget.

The Ministry of the Environment and Climate Change contacted the City staff the week of July 16, 2017 to convey a complaint was received regarding a tarp affixed to the M.S. Norgoma was floating in the marina basin collecting chips of paint which were falling off the ship. There was concern this posed an environmental concern due to their lead content and MOECC wanted to know the plan for this activity and the vessel.

As mentioned in the Purpose section, on October 10, 2017 City Council passed two resolutions. This first resolution requested that staff to report back regarding;

1. Options for removing the M.S. Norgoma from the Bondar Marina, including the cost of removal, where the ship will be brought, and options for what can be done with the ship on a permanent basis and potential funding sources to achieve this;
2. Recommended improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

The second resolution requested that the Cultural Advisory Board and the Municipal Heritage Committee provide an opinion on the cultural and heritage value of the M.S. Norgoma appears elsewhere in the Council agenda package.

On November 14, 2017 City Staff and three members of the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C) Board, participated in a conference call with Peter Gregos-Nicols from Chicago to discuss his interest in acquiring the M.S. Norgoma.

As a follow-up to this conversation Mr. Gregos-Nicols travelled to Sault Ste. Marie on December 20, 2018 to meet with S.M.R.M.H.C Board members and tour the M.S. Norgoma.

On January 16, 2018 City staff attended a M.S. Norgoma Board Meeting. A follow-up meeting was held on January 25th to review the offer from Mr. Gregos-Nicols, and to review the list of repairs required which was requested at the November 14th meeting.

Staff completed a review of the current agreements, as well as, the St. Mary's River Marine Heritage Centre letters of patent and operating by-laws are included as attachments to this report:

1. Agreement between Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communication and the Corporation of the City of Sault Ste. Marie. Attached as M.S. Norgoma -Appendix B.
2. Agreement between The Corporation of the City of Sault Ste. Marie and the St. Mary's River Marine Heritage Centre. Attached as M.S. Norgoma-Appendix C
3. Agreement between St. Mary's River Marine Heritage Centre and Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communication. Attached as M.S. Norgoma-Appendix D
4. St. Mary's River Marine Heritage Centre Letters of Patent. Attached as M.S. Norgoma-Appendix E
5. By-Law No. 1 – relating generally to the transaction of affairs of St. Mary's River Marine Heritage Centre. Attached as M.S. Norgoma-Appendix F

ANALYSIS

City Council requested that staff investigate options for removing the M.S. Norgoma from the Roberta Bondar Marina including the cost of removal, where the ship will be brought, and options for what can be done with the ship on a permanent basis and potential funding sources to achieve this.

A number of factors were considered in order to respond to the most recent Council resolution. In order to assist with determining the costs for removing the Norgoma water depths in the Roberta Bondar Marina were required. In

November of 2017, Total Precision Survey completed soundings of Roberta Bondar Marina to determine the water levels throughout marina basin. Water levels are currently high and are 83 centimetres above chart datum which would minimize the potential for dredging. At this point we do not believe dredging is required.

A number of factors were considered to determine if there were any locations that could accommodate the 185 foot M.S. Norgoma. Criteria considered when examining potential locations included:

1. City owned property or a property owner that is willing to host the M.S. Norgoma.
2. Sufficient dock wall with enough draft to moor the vessel and mooring bollards.
3. Close proximity to utilities (water, sewer, electrical).

M.S. NORGOMA OPTIONS

The options considered for the M.S. Norgoma include:

Option 1: Relocation to Parks Canada Site

In 2001, the Tourism Company was engaged to complete “Feasibility Study and Business Plan Phase 2 Report: Relocation Assessment”. The focus of the study was to relocate the M.S. Norgoma to the Sault Ste. Marie Canal National Historic Site operated by Parks Canada. City staff has followed up with Parks Canada staff to investigate the possibility of relocating the M.S. Norgoma to the Sault Canal. Based on the discussions it was determined that there are a number of reasons why this is not an option at this time.

1. Currently, Parks Canada is in the midst of completing a new management plan which will take the site through the next 10 years. The focus during this next planning cycle will be on the investments and improvements to on-site infrastructure and heritage buildings that will help create a more dynamic offer at the Sault Ste. Marie Canal.
2. Since the M.S. Norgoma is not directly linked to the reason for designation as a national historic site, it is not something Parks Canada would be willing to assume responsibility for. Accountability is to those cultural resources that are currently managed by Parks Canada that are directly related to the reason for designation.
3. In addition, one of the pieces of infrastructure Parks Canada is actively seeking funding for is to repair the pier walls. In some areas they are compromised and Parks Canada could not guarantee they could safely accommodate such a large vessel at this time.

Option 2: Location near Canadian Bushplane Heritage Centre

A location adjacent to the Canadian Bushplane Museum was ruled out due to the lack of dock space and water depths.

Option 3: Relocation to the Pier at the Former Hospital Location

Currently, the pier at the former hospital location is owned by the City and could potentially accommodate the M.S. Norgoma. There are no utility services, telecom services, sewer connection or mooring bollards available at this location. Services would need to be brought to the site from Lucy Terrace.

Estimated Cost Breakdown	
Cost to bring services to pier (285 m)	\$120,000
Installation of mooring bollards	\$15,000-\$25,000
Towing of vessel to a new location (tug boats)	\$15,000
Removal of docks, disconnect electrical and water services to the docks.	\$35,000
Total	\$185,000 - \$195,000

The cost to connect the Norgoma to the services would be an additional charge.

This option is not recommended due to the cost to move and relocate the M.S. Norgoma. Furthermore, there is no public parking available, the location has reduced visibility which would negatively impact visitation.

Option 4: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma.

Mr. Gregos-Nicols has expressed interest in acquiring the M.S. Norgoma and relocating the boat to Chicago. On November 14, 2017 City Staff and three members of the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C) Board participated in a conference call with Mr. Gregos-Nicols from Chicago to discuss his interest in acquiring the M.S. Norgoma. On December 20, 2017 Mr. Gregos-Nicols travelled to Sault Ste. Marie to meet with S.M.R.M.H.C Board members and tour the M.S. Norgoma.

The M.S. Norgoma requires significant investment to restore the boat to its 1950's character and is estimated to cost approximately \$500,000 plus labour. The vision is to restore the M.S. Norgoma and utilize it as a maritime museum. Mr. Gregos-Nicols indicated his hope would be in the future that the M.S. Norgoma would be able to tour and visit major cities around the Great Lakes.

However, staff cautions that this is preliminary and due to the logistics and associated expenses the M.S. Norgoma may not return to Sault Ste. Marie.

It is also important to note that the timing for the removal of the Norgoma would need to be coordinated with City Staff to coincide with the replacement of the Roberta Bondar Marina Docks. It is currently recommended that this option take place in the Fall of 2018 and be done in coordination with a planned replacement of docks in 2019.

The costs associated with inspecting the hull of the vessel, disconnecting the electrical and sewage connections to the ship, as well as, associated tugboat fees would be the responsibility of Mr. Gregos-Nicols. The City would be responsible for removal of the docks and disconnecting the services to the docks which is estimated at \$35,000.

Transport Canada and/or U.S. Coast Guard approval and insurance will be obtained and provided to the St. Marys' River Marine Centre and the Corporation of City of Sault Ste. Marie.

An agreement would need to be created to ensure there will be no liability to the Board of the Norgoma or the City of Sault Ste. Marie which would address:

- Permits and licensing
- Safety
- Environmental Protection
- International customs and security

Any additional permits or notifications (Conservation Authority or other Ministries) required to remove the Norgoma from Roberta Bondar Marina would be obtained and any associated costs would be covered at no cost to the Norgoma Board or the City.

There are a number of steps required in order to move the ship from Canada to the United States which include:

1. The Board of the S.M.R.M.H.C must pass a resolution requesting to be released from clause one in the 1982 agreement with Ontario Ministry of Transportation.
2. The City of Sault Ste. Marie would then need to pass a resolution at City Council requesting to be released from clause seven in the 1975 agreement with Ontario Ministry of Transportation.
3. Written notice would be sent to Transport Canada requesting approval to move the M.S. Norgoma within the Port of Sault Ste. Marie's protected waters.
4. The Department of Canadian Heritage, Movable Cultural Property and Heritage Policy Programs require an application be submitted for a "Permanent Export Permit". The permit is examined and then the

application is either approved or refused. (The M.S. Norgoma meets the definition of a machine and is greater than 50 years old).

Mr. Gregos-Nicols has provided a signed letter indicating his intentions which is attached as M.S. Norgoma - Appendix G.

Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina

In 2013 the City retained STEM engineering to investigate various exit strategies for the M.S. Norgoma. The report concluded that the cost of decommissioning and removing the Norgoma would exceed any salvage value. A number of factors contributed to the costs and include:

- Disposal of hazardous materials from the ship (asbestos, lead paint and oil)
- An abundance of wood on the upper decks has no salvage value and must be disposed of.
- Its location in the marina requires either expensive onsite decommissioning or it needs to be removed to a ship breaking yard for demolition.
- Due to its construction, and condition, it has little value for being re-purposed as a barge or other vessel.

Through this investigation three exit strategy options were determined and evaluated, as follows:

A. Demolish onsite:

Estimated Cost >\$500,000 (2013 values and water depths at the time)

Completely demolish the Norgoma onsite. This would require working from the top down and inside out until only the lower hull remains. The hull would then need to be lifted out of the water and the final demolition carried out on land adjacent to the marina.

B. Partially demolish onsite, final demolition offsite:

Estimated Cost \$200,000-\$240,000. (2013 values and water depths at the time)

Remove the upper portions of Norgoma to lighten the ship enough so dredging would not be required. Once light enough, the marina docks would be removed and the Norgoma would be tugged out of the marina to a ship breaking yard for final demolition.

C. Remove off-site:

Estimated Cost \$200,000-\$300,000. (2013 values and water depths at the time)

The marina docks would be removed, the marina basin around the stern of the Norgoma would be dredged until the Norgoma was able to be safely removed from the marina. See attached drawing C1.0 which depicts the

estimated area requiring dredging. The Norgoma would then be tugged to a ship breaking yard for demolition.

A copy of the full report is attached for your reference as M.S. Norgoma – Appendix H.

Option 6: Invest and Support the Norgoma

If the M.S. Norgoma were to remain in the Roberta Bondar Marina an investment would need to be made to assist the capital upgrades that are required. As suggested by Mr. Gregos-Nicols and discussed with the Board, it is anticipated an investment of approximately \$500,000 would be necessary to fully restore the interior and exterior for museum purposes.

A request was made of the Board to provide cost estimates and options to restore the vessel, however, a Board member response indicated they are a volunteer board and have only so much time available to do things. They indicated they could not provide this information in time for this Council report as this would require obtaining quotes and estimates. It was indicated they can try to provide this information in due time when they begin to examine their restoration costs and projects for the fiscal year.

Currently, the M.S. Norgoma relies upon various grant programs to hire summer students and operates from mid-June to Labour Day each year. Sault Ste. Marie's peak tourist season is September to October, during which time the M.S. Norgoma is not in operation. In order to expand the operating season and ensure consistency in operating hours it would be necessary to secure ongoing financial support.

Option 7: Status Quo

The operation of the M.S. Norgoma would continue under the current arrangement without financial support from the City. In the event the St. Mary's River Marine Heritage Centre is unable to fulfill the terms of the agreement with the City, meet their financial obligations or dissolves the M.S. Norgoma reverts back to the City and the City assumes all liabilities.

MARINA DOCK REPLACEMENT OPTIONS

The Council resolution requested improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

The docks at Roberta Bondar Marina were installed in 1989 and have reached the end of their useful life and are in need of replacement. A dock replacement plan has been developed for both Bellevue Marina and Roberta Bondar Marina

and is identified in the City's capital forecasts. Regardless of the decision regarding the M.S. Norgoma the docks need to be replaced at the Bondar Marina. Funding for this replacement will need to be approved as part of future capital budgets.

The current dock lay out consists of the following slips and allow for no more than 5 feet of bow overhang:

- A-Dock- 19 slips: (1) 45 foot slip, (2) 36 foot slips, (6)-33 foot slips and (9)-30 foot slips
- B-Dock- (18) 20 foot slips
- D-Dock - 200 feet of open serviced dock face

DOCK OPTION A: Dock Replacement as per current layout with M.S. Norgoma remaining:

Estimated Cost \$ 625,000

This option is for complete replacement of the marina docks if the M.S. Norgoma remains in place. The docks would be a modular system which utilizes an eco-style decking and aluminum substructure along with new concrete anchoring. The new style docks allow for a 10 foot bow overhang on each finger. The same number of slips would be maintained as per the current layout.

DOCK OPTION B: Dock replacement: improved layout with M.S. Norgoma removed:

Estimated Cost: \$ 771,000

If the M.S. Norgoma was removed this would allow for a greater reconfiguration of the dock layout. The dock replacement will utilize the same system outlined in Dock Option A which allows for a 10 foot bow overhang of vessels

A-Dock would remain in the current location; the south side finger lengths would be increased to 35 and 40 foot fingers. A shift of B-Dock 10 feet north, allows an increase of finger lengths to 30 feet on the south side of this dock accommodating up to 40 foot vessels as well as the north side of A-Dock would be the same. The fingers on the north side of B-dock would change to 35 foot slips to be able to accommodate up to 45 foot vessels. An additional 4 slips would be added with the Norgoma removal. In addition an extra 40 feet of open dock face parallel to Foster Drive would be added as well as 150 feet of unserviced dock face connecting A-Dock to the fuel dock.

The redesign of the marina dock layout would better suit the needs of the transient boater by providing larger slips. The increase in the number of longer slips, additional slips and dock space will positively impact revenue generation. The marina would increase availability by approximately 300 feet of revenue generating dock space which if maximized could generate an additional \$500.00 per day based on 45 foot vessels. The increases in slips are as follows:

- A-Dock- 20 Slips (10) 30 foot slips, (5) 45 foot slips, (5) 40 foot slips (Increase of 1 slip)
- B-Dock- 24 Slips (11) 30 foot slips, (13) 35 foot slips (+5 slips)
- 240 feet of open serviced dock face (increased by 40 feet)
- 150 feet of unserviced dock face (New)

The increase in available dock space and longer slips, will better position the marina to accommodate the growing recreational boating industry and become more attractive to larger boating events such as the growing CAN/AM VIP Poker Run, Grand Banks Rendezvous, Trans-Superior Yacht Race of which, in years past were only able accommodate according to our most usable slips on A dock and open dock face.

Additional features could include seating/lounging/picnic platforms for boaters creating social spaces as well as larger perimeter walkways connected to the fuel dock which would also allow for seating areas and a wider double cantilevered ramp and entrance for dock access.

DOCK OPTION C: Norgoma is removed and existing timber docks are maintained:

Estimated Cost >\$ 72,000

This estimated option makes no changes in the current aging dock infrastructure that is in place or any serious repairs that are needed as many of the pontoons are now taking on water and even once foam filled cannot maintain buoyancy. Approximately 1 week of labour and materials will be needed to remove and replace the docks, including electrical and plumbing service connections. The docks will be removed, tethered together and safely held in either the North Easterly or South Westerly corner of the marina; allowing ample room for the vessel to be towed out.

The current docks are quite fragile and the dismantling of these docks could cause further damage, aged mooring chains and shackles would require replacing at this time. The estimate does not include replacement of some of the current pontoons which are poor condition and may not withstand the disassembly. Should it be necessary, an estimate to replace C & D-dock portions that currently surround the M.S. Norgoma is > \$120,000 (not including transportation costs).

SUMMARY

Regardless of the decision regarding the M.S. Norgoma the docks need to be replaced at the Roberta Bondar Marina.

The St. Mary's River Marine Heritage Centre Board of Directors is a volunteer group which has contributed numerous hours towards the management and maintenance of the M.S. Norgoma and should be commended for their years of hard work and service. The M.S. Norgoma is a seasonal attraction which operates from mid-June to Labour Day each year and opens for special events in the fall.

The City of Sault Ste. Marie has a number of city-owned assets which require investment. Each year the investment required to maintain these assets far outweighs the available financial resources. In addition, the City supports a number of outside agencies such as the Sault Ste. Marie Museum, Canadian Bushplane Heritage Centre and Art Gallery of Algoma who experience financial challenges and as a result have requested additional funding from the City to support their activities.

The amount of funds available to these organizations is limited and Council must prioritize the allocation of funds to outside agencies and organizations. It must also consider the impact of these attractions and organizations to the community and the tourism sector.

Council sets the priorities and determines the funding to outside agencies and organizations. In consideration of the information above, Staff would recommend pursuing the option to enter into an agreement with Mr. Gregos-Nicols for the following reasons:

- A significant investment is required to upgrade, operate and maintain the vessel properly
- There is a limited operating window of the museum and therefore a limited community benefit relative to the investment required
- The organization relies entirely on summer student staffing and community volunteers
- Despite numerous attempts and strategies nothing has taken hold and there is no current strategic plan (although the Board has indicated they are working on an updated plan)
- The vessel has limited impact to attract visitors as a unique tourism facility
- There is limited grant funding available and any money received by the M.S. Norgoma could affect funding available for other cultural and museum attractions
- We acknowledge the views of the Municipal Heritage Committee and Cultural Advisory Board - this option enables this vessel to be preserved (although not maintained in the community)
- Removing the M.S. Norgoma enables the reconfiguration of the marina to better serve boaters
- While the boat does legally belong to the S.M.R.M.H.C, the City does bear liability in the event the organization dissolves or cannot meet its

- obligations. The M.S. Norgoma also resides in the City owned marina and features prominently on the revitalized waterfront.
- The recommendation requires the Board to pass a resolution requesting to be released from clause one in the 1982 agreement with Ontario Ministry of Transportation. In the event the Board is unwilling to do so, the City Legal department has identified provisions in the agreement that would enable the City to proceed with this option.

Again, this is not meant to diminish the work of the Board and volunteers over the years. Simply, it is a matter of limited funds and prioritization that ultimately Council will determine.

FINANCIAL IMPLICATIONS

A number of possible options were investigated as per Council's request. Outlined below are the financial implications for the options identified as potentially viable:

Option 3: Relocation to the Pier at the Former Hospital Location

The cost to relocate the M.S. Norgoma to the former hospital pier is estimated to cost between \$185,000 and \$195,000. It is anticipated that ongoing operational costs would be paid by the S.M.R.M.H.C Board.

Option: 4: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma.

If the M.S. Norgoma were acquired by Mr. Gregos-Nicols the cost to the City would be approximately \$35,000 in 2018 to remove the docks and disconnect the water and electrical services should we proceed in the Fall as recommended above. Additional costs to install a docking system depend on the Council decision on dock replacement vs. re-installing the existing docks (not recommended). No incremental operating costs would be incurred.

Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina

The options to decommission and remove the M.S. Norgoma from Roberta Bondar Marina based on the 2013 STEM engineering report range from a low of \$200,000 to over \$500,000. It is important to note that the values are based on the 2013 report and water levels at the time. Dredging is not likely required and would therefore reduce costs associated with these options. No incremental operating costs would be incurred.

Option 6: Invest and Support the Norgoma

The cost to fully refurbish the interior and exterior of the M.S. Norgoma is estimated at \$500,000. Historically, the City has provided \$15,000 annually to assist with operating costs, however, it is felt to appropriately operate the M.S.

Norgoma additional operating resources should be funded to provide adequate staffing levels and extend the operating season.

Option 6: Status Quo

If the operating model were to remain unchanged there would be no additional capital or incremental operating costs although there is an anticipated future liability cost to the City.

Dock Replacement

Regardless of the option selected for the future of the M.S. Norgoma, funding for the docks will need to be identified for their replacement and approved as part of future capital budgets. The difference between Dock Replacement Option A and Dock Replacement Option B is approximately \$150,000. Option B will better position the marina to accommodate the growing recreational boating industry and accommodate large vessels which will positively impact revenue.

STRATEGIC PLAN / POLICY IMPACT

This item relates to the Corporate Strategic Plans Focus Areas:

Quality of Life – Promote and Support Arts and Culture

Community Development and Partnerships – Create Social and Economic Activity

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 04 09 concerning M.S. Norgoma – Options for Removal be received.

Further that the recommendation to pursue Option 3: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma be approved.

Further that Council approve the Funding of \$35,000 to come from the Facilities Maintenance Reserve to cover recommended Option 3.

Further that should a satisfactory agreement not be able to be reached with Mr. Gregos-Nicols and no other option comes forward for restoration at another location that Staff return with costs and a proposed timeline to proceed with Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina.”

Respectfully submitted,



Tom Vair
Deputy CAO, Community Development and Enterprise Services

M.S. Norgoma – Options for Removal
2018 04 09
Page 15.

705.759.5264
t.vair@cityssm.on.ca

THE NORGOMA
BACKGROUND AND RECOMMENDATIONS REPORT

November, 2006

Executive Summary

Recommendations

It is recommended that the SMRMC would be provided with a viable opportunity to pursue their desire to provide SSM with a Great Lakes Heritage tourist attraction that could compliment the existing waterfront and downtown tourism infrastructure.

1. It would be clearly understood by all parties that the Norgoma would not be subsidized by City funding for more than five years.
2. The City would provide SMRMC with an annual subsidy of \$15,000¹/yr. to operate the Norgoma as a Museum ship and tourist attraction for up to five years. With this funding the SMRMC would be expected to operate and maintain the Norgoma. Income from visitation, along with other grants, contributions or partnerships would be used for capital maintenance and development.
3. During year one the SMRMC, working with the SSMEDC would explore the viability and interest of a possible restaurant partnership e.g. this type of partnership exists elsewhere with respect to chain restaurants and heritage railway stations.
4. SMRMC would strengthen and broaden their board membership and implement administrative procedures that ensure adequate governance, management and decision making.
5. SMRMC would work with Tourism SSM and other community tourism organizations to strengthen marketing and promotion of Norgoma. This could include a Norgoma Advisory Committee to advise the Board on tourism development opportunities and relevant management of the Norgoma. Members could include key funding, education and tourism organizations.
6. During year one, through a community consultative process SMRMC would develop a vision and five year strategic plan clearly outlining where the ship is going²!
7. SMRMC would enter into a contract with the city that would identify specific annual commitments and measurement criteria associated with the allocation of the annual subsidy. SMRMC would be expected to provide an annual report to the Commissioner of Community Services.

Rationale for the Recommendation

- The Norgoma is part of the history of the North Channel and SSM. The volunteer SMRMC Board should be provided with a viable opportunity to make the Norgoma a positive aspect of the SSM waterfront.
- Over the past year the SMRMC, with assistance from Service Canada has undertaken improvements to the vessel at a total cost of \$160,000.
- It is estimated to cost \$100,000 to dismantle the Norgoma and considerably more to relocate it (should a new site be found).

¹ Although the Norgoma Board requested \$20,000, \$5,000 was for capital support. It is anticipated that this funding could come from increased marketing and other avenues.

² E.g. working with tourism organizations, historical associations, youth and the educational community among others.

- The existing approach to managing the Norgoma requires strengthening, including a clearly articulated vision/direction and assistance and support from the broader community including Tourism SSM and city staff.

Introduction

On November 14, 2005 SSM City Council: *“Resolved that the report of the Commissioner Community Services dated 2005 11 14 concerning M.S. Norgoma Status Report be accepted and the recommendation that Council authorize appropriate staff to meet with the St. Mary’s River Marine Heritage Centre Board.”*

On May 29th, 2006 SSM City Council passed a resolution stating: *“Be it resolved that Destiny SSM be requested to conduct an objective evaluation of the Norgoma and provide Council with recommendations as to next steps; Recommendations should consider the benefits and associated costs concerning options evaluated and the recommended option; It is understood that Destiny would establish an advisory committee and that city staff along with other key players will participate”*

Subsequent to the latter motion an advisory committee was established consisting of:

- Bill Therriault, (then Managing Director of SSM) - chair
- Nick Apostle, City Commissioner of Community Services
- Bill Shepherd, SSM Chamber of Commerce
- Ian McMillan, Tourism SSM
- John Bain, St. Mary’s Marine Heritage Centre (Norgoma)

The committee met several times. Although the committee was unable to reach consensus on a recommended approach they did provide solid information and feedback. Using this information this report was prepared by Bill Therriault.

The recommendations contained in this report have been endorsed by the Destiny SSM Steering committee

History and Ownership

The Norgoma was launched from the Collingwood shipyards in 1950. Her name was taken from the prefix “Nor” used by the Owen Sound Transportation Company for ships of her fleet and “Goma” which refers to the Algoma District. From 1950 to 1963 the Norgoma carried equipment, supplies and passengers on the east-west water route from Georgian Bay to Lake Superior known as the “Turkey Trail”. The Norgoma is the last vessel of the eighty year marine lifeline to the North Channel communities.

From 1964 to 1974 the Norgoma operated as an automobile ferry between L’Obermory and South Baymouth.

In 1975 the City of SSM purchased the Norgoma with the intent of operating it as a museum ship and tourist attraction.

In 1981 the City transferred ownership of the Norgoma to the St. Mary’s River Marine Centre (SMRMC), a non profit group interested in operating it as a museum ship and tourist attraction. Conditions for this transfer included that the ship be operated as a museum ship and tourist attraction and that it be maintained in a safe and attractive condition. In the event that the SMRMC did not meet these conditions the City could demand the re-conveyance of the Norgoma to the City for \$1.

Issues and Concerns

Mandate

Two feasibility studies have been conducted to help determine the mandate and needs of the Norgoma (1994 and 2001). The 2001 study indicated that the current location was the best fit if a bed and breakfast was going to be developed along with a land based visitor centre. If this development was not going to occur then the ship would be better located at the Canal. This study also indicated the possibility of establishing a restaurant on board. It is generally acknowledged that the immediate needs are the development of an acceptable museum and tourist attraction. The SMRMC has not discarded the possibility of additional developments but they are unlikely to occur for the next three or four years.

Although the SMRMC Board has indicated that they have a plan that is consistent with the recommendations of the feasibility study, to date there has been no articulated vision and strategy that clearly sets the desired direction for the ship and how it is going to get there. Without this strategic direction and associated measurement criteria the best one could hope for is a somewhat uncoordinated and haphazard progress.

Condition

The ship has not been well maintained and until recently there has been no significant upgrading.

- In the spring and early summer of 2006 (with funding from Service Canada and private contributions totaling \$75,000) the exterior was painted and some deck repairs undertaken.
- An additional \$85,000 is to be spent between October 2006 and January 2007 to complete exterior work and begin interior maintenance and repair
- A website has been developed to promote the vessel.
- The Board has applied for designation of the vessel as a nationally significant heritage artifact and anticipates designation in the spring of 2007.

Operations Funding

Over the past decade the ship has operated as a museum attraction. However the board experienced funding and administration challenges and in 2005 the ship did not open as a tourist attraction. With a \$10,000 one time grant from City Council it was able to open for the 2006 season. Visitation for 2006 was 1740 with total revenue of \$6532.

Recently the Board identified a need for a contribution from the City of \$20,000/yr. (\$10,000 for annual operations, \$5,000 for annual maintenance & advertising and \$5,000 for capital contingency) plus annual revenues for five years. Their perception is that this funding would enable them to *“refurbish the vessel, develop programs and achieve sustainability i.e. sufficient revenue to cover operating costs.”*

Governance and Administration

The existing non profit board acknowledges that they do not have the skills or resources to manage the SMRMC. They have requested City staff assistance to help insure the appropriate administrative functions are carried out. City staff have pointed out that this

is not the normal process in dealing with non profit organizations. However, they are available as advisors and will be represented on the Norgoma Board of Directors.

SSM Waterfront/Downtown

In 2005 Destiny SSM developed a SSM Downtown Waterfront Vision that outlined key components of the City's waterfront. Although the Norgoma was recognized in this document as a contributor to the overall waterfront picture it was not considered to be a key/essential component. However, if the ship is to remain anywhere on the waterfront it must be maintained, attractive and a positive contribution to the waterfront/downtown area.

Tourism SSM has indicated that if the ship is operating in an acceptable manner they are prepared to work with the Board to help market it to visiting tourists.

Options

A number of options were evaluated, of which the following are most plausible:

1. Relocation of Norgoma

- Relocation options are limited
- Cost to move ship is estimated to be in excess of \$100,000 plus construction of new docking facilities etc.
- Does not solve the operating cost dilemma
- May reduce opportunities to attract visitors

2. Scrap Norgoma

- Preliminary cost estimates are \$100,000

3. Do Nothing

- SMRMC would proceed to operate in current floundering manner
- Highly probable that the SMRMC would either collapse or become so ineffective that the city would be forced to reclaim ownership of the Norgoma
- City would then be faced with the dilemma of either maintaining or scrapping the Norgoma

4. Subsidize and Strengthen Existing Norgoma Operations

- Council would commit to provide a fixed amount for a prescribed time period with specific parameters around funding allocations
- SMRMC would commit to ensure effective governance practices are implemented including strengthening and diversifying their board membership and administration procedures
- SMRMC would work with City staff and Tourism SSM to strengthen and promote Norgoma image and opportunities
- SMRMC would explore opportunities for long term partnerships e.g. a partnership with a restaurant chain wherein the restaurateur would maintain the essential historic integrity of the ship.

Recommendations

Option #4 is recommended. Under this option the SMRMC would be provided with a viable opportunity to pursue their desire to provide SSM with a Great Lakes Heritage tourist attraction that could compliment the existing waterfront and downtown tourism infrastructure.

1. It would be clearly understood by all parties that the Norgoma would not be subsidized by City funding for more than five years.
2. The City would provide SMRMC with an annual subsidy of \$15,000³/yr. to operate the Norgoma as a Museum ship and tourist attraction for up to five years. With this funding the SMRMC would be expected to operate and maintain the Norgoma. Income from visitation, along with other grants, contributions or partnerships would be used for capital maintenance and development.
3. During year one the SMRMC, working with the SSMEDC would explore the viability and interest of a possible restaurant partnership e.g. this type of partnership exists elsewhere with respect to chain restaurants and heritage railway stations.
4. SMRMC would strengthen and broaden their board membership and implement administrative procedures that ensure adequate governance, management and decision making.
5. SMRMC would work with Tourism SSM and other community tourism organizations to strengthen marketing and promotion of Norgoma. This could include a Norgoma Advisory Committee to advise the Board on tourism development opportunities and relevant management of the Norgoma. Members could include key funding, education and tourism organizations.
6. During year one, through a community consultative process SMRMC would develop a vision and five year strategic plan clearly outlining where the ship is going⁴!
7. SMRMC would enter into a contract with the city that would identify specific annual commitments and measurement criteria associated with the allocation of the annual subsidy. SMRMC would be expected to provide an annual report to the Commissioner of Community Services.

The Alternative

In the event that City Council is unwilling to make the above commitment it is recommended that the City reclaim and dismantle the ship (Option #2 above). Estimated cost would be \$100,000.

³ Although the Norgoma Board requested \$20,000, \$5,000 was for capital support. It is anticipated that this funding could come from increased marketing and other avenues.

⁴ E.g. working with tourism organizations, historical associations, youth and the educational community among others.

MEMORANDUM OF AGREEMENT made in triplicate this
12th day of September, A.D. 1975

BETWEEN:

HER MAJESTY THE QUEEN in right of the
Province of Ontario as represented by
the Minister of Transportation and
Communications,
hereinafter referred to as the "Minister"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE, in the District of
Algoma,
hereinafter referred to as the "City"

OF THE SECOND PART

WHEREAS the City desires to create a Marine
Museum at Sault Ste. Marie;

AND WHEREAS the Minister has under his jurisdiction
a vintage coal burning steamship named the "S.S. Norgoma", which
for many years was operated as a ferry between the Ports of Owen
Sound in the County of Grey and South Baymouth, Manitoulin
Island;

AND WHEREAS the City has requested the Minister to
convey the S.S. Norgoma to the City to form part of the aforesaid
Marine Museum;

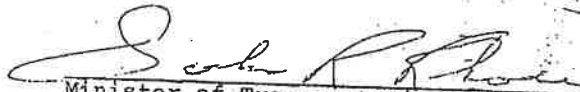
NOW THEREFORE in consideration of the sum of One
Dollar lawful money of Canada now paid by the City to the
Minister (the receipt of which is hereby acknowledged), the
Minister doth cause to be conveyed to the City title to the
S.S. Norgoma.

1. That the City will recommend to the Minister a towing
company or operator to tow the S.S. Norgoma from Owen Sound
to the Canadian Steamship Dock at Sault Ste. Marie.
2. That the Minister will cause the S.S. Norgoma to be insured
while being towed from Owen Sound to Sault Ste. Marie.
3. That the Minister will provide any crew that may be required
aboard the S.S. Norgoma during the aforesaid towing
operation.

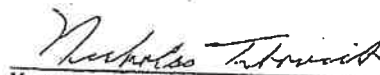
4. That the Minister and the City will share equally the cost of towing the S.S. Norgoma from Owen Sound to Sault Ste. Marie, the cost of the insurance on the S.S. Norgoma during the aforesaid tow, the wages of any crew required aboard the S.S. Norgoma during the towing operation and any other costs or expenditures related to the towing operation.
5. That the City will pay to the Minister the share of the costs attributable to the City respecting the towing of the S.S. Norgoma from Owen Sound to Sault Ste. Marie as determined by the Minister forthwith upon receipt of an invoice therefor.
6. That the Minister will cause a Bill of Sale of the S.S. Norgoma to the City to be filed with the Registrar of British Ships at Owen Sound and title to the S.S. Norgoma shall not pass until such Bill of Sale is filed.
7. That the City shall not sell, lease or otherwise dispose of the S.S. Norgoma without the prior written consent of the Minister.

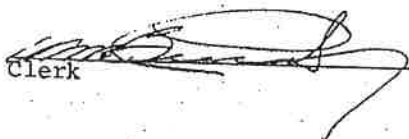
IN WITNESS WHEREOF the Minister of Transportation and Communications on behalf of the party of the First Part has hereunto set his hand and the party of the Second Part has affixed its corporate seal attested by the hands of its proper officers duly authorized in that behalf.

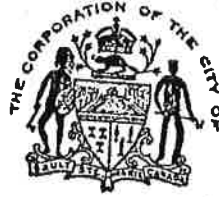
SIGNED AND SEALED this 16TH day of Sept. A.D. 1975.


Minister of Transportation and Communications

THE CORPORATION OF THE CITY OF SAULT STE. MARIE


Mayor


Clerk



THIS AGREEMENT made the 31st day of August, 1981.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as the "City"

of the First Part

- and -

ST. MARY'S RIVER MARINE CENTRE, being a corporation without share capital, with its head office at the City of Sault Ste. Marie, Ontario,

hereinafter referred to as the "Corporation"

of the Second Part

WHEREAS the Corporation of the City of Sault Ste. Marie acquired ownership of the Motor Ship Norgoma in 1975 and has since operated the ship as a museum ship and tourist attraction;

AND WHEREAS the Corporation has requested the City to convey the M. S. Norgoma to the Corporation in order that the Corporation may continue the operation and maintenance of the Norgoma as a museum ship and tourist attraction in the City of Sault Ste. Marie, Ontario;

NOW THEREFORE in consideration of the sum of One Dollar lawful money of Canada now paid by the Corporation to the City (the receipt of which is hereby acknowledged) and in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually promise and agree the one with the other as follows:

1. The City does hereby convey to the Corporation ownership and title to the Motor Ship Norgoma, Department of Transport Official Number 19029 (hereinafter referred to as the "Norgoma") together with ownership of all equipment, fixtures and exhibits on board the Norgoma on the date of execution of this agreement, save and except those exhibits on board which are not owned by the City as described in

Schedule "A" to this agreement.

It is understood and agreed between the parties that under this agreement the Corporation shall acquire no interest in or claim upon the dock or land site at which the Norgoma is berthed on the date of the execution of this agreement, or any rights of access thereto.

2. The Corporation hereby covenants and agrees with the City as follows:

- (a) the Norgoma shall be maintained and operated by the Corporation as a museum ship and tourist attraction in the City of Sault Ste. Marie, Ontario;
- (b) the Norgoma shall be maintained in a safe and attractive condition and the essential features of the exterior appearance of the Norgoma, including its name, its basic colours and its equipment shall not be changed;
- (c) the interior of the Norgoma shall be primarily devoted to its function as a museum ship and all interior facilities shall be maintained in a safe and attractive condition;
- (d) the Corporation may develop related interior facilities on the Norgoma including but not restricted to, a snack bar, a gift shop or a restaurant, but such facilities shall not detract from the essential function of the Norgoma as a museum ship and tourist attraction;
- (e) the Norgoma, including its equipment and artifacts shall not be sold, conveyed or assigned by the Corporation without the consent of the Council of the City in the form of a by-law and the consent in writing of the Ministry of Transportation and Communications;
- (f) the Norgoma, including its equipment and artifacts, shall not be mortgaged or pledged as security for any loan or debt amount in excess of twenty-thousand dollars (\$20,000.00) without the consent of the Council of the City in the form of a by-law and the consent in writing of the Ministry of Transportation and Communications;

- (g) the Corporation shall not remove or relocate the Norgoma or permit its removal or relocation from the site at which the Norgoma is berthed on the date of the execution of this agreement without the consent of the Council of the City in the form of a by-law.
- (h) all revenue obtained by the Corporation from the operation of the Norgoma and related facilities shall be used to maintain and develop the Norgoma and related facilities as a museum ship and tourist attraction;
- (i) the Corporation shall be responsible for the registration of this agreement with the Department of Transport and for obtaining a Declaration of Ownership on behalf of a Body Corporate within a reasonable time after the execution of this agreement;
- (j) the Corporation shall truly observe and fulfill the lawful provisions and requirements of all Statutes, Regulations, By-laws, Rules and Orders relating to the Norgoma;
- (k) the Corporation shall take out and keep in force, insurance policies to adequately insure the Norgoma against fire and other damage and to insure the Corporation against claims for bodily injury, death or property damage occurring on, in or adjacent to the Norgoma, all in amounts satisfactory to the City, which amounts shall from time to time be increased should such coverage appear to be inadequate to protect the interests of the Corporation or the City;
- (l) the Corporation shall indemnify and save harmless the City from any and all claims arising out of the operation of the Norgoma and related facilities as a museum ship and tourist attraction and including, without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceedings brought thereon.

3. In the event that the Corporation breaches any of the provisions contained in this agreement, or breaches any of the provisions of any agreement between the City and the Corporation for the grant of berthing and access rights for the Norgoma to the Corporation, or in the event that proceedings are initiated against the Corporation for bankruptcy, receivership or dissolution, the City may demand reconveyance of the Norgoma, including its equipment, fixtures and exhibits, to the City for a total consideration of one dollar (\$1.00). In the event that the City demands a re-conveyance under the aforementioned circumstances, the Corporation shall forthwith convey the Norgoma, its equipment and other fixtures to the City for a total consideration of one dollar (\$1.00), subject to the provisions of The Bulk Sales Act, R.S.O. 1970, c. 52, as amended. This paragraph shall not be construed to in any way render the City liable or jointly liable for any of the debts or liabilities of the Corporation.

4. This agreement shall be binding upon the parties hereto, their heirs, administrators and assigns.

5. This agreement shall come into effect upon approval of it in writing by the Minister of Transportation and Communications.

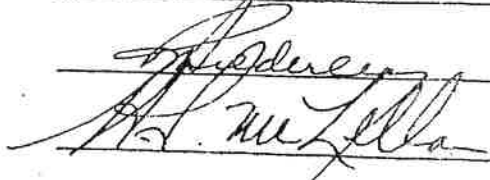
IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals this 31st day of August , 1981.

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE


MAYOR - DON MACGREGOR


CLERK - WILLIAM G. LINDSAY

ST. MARY'S RIVER MARINE CENTRE



SCHEDULE "A" TO AGREEMENT BETWEEN THE CORPORATION
OF THE CITY OF SAULT STE. MARIE and ST. MARY'S.
RIVER MARINE CENTRE, dated August 31, 1981

BOTTLES

973.41.1	Green glass bottle (9½")
42.1	Green glass bottle (10")
43.1	Dark green glass bottle (11")
44.1	Small green glass bottle (9½")
45.1	Small green glass bottle (9½")
46.1	Large brown glass bottle (12")
47.1	Small clear glass bottle (9")
48.1	Cylindrical-like bottle (7 3/4")
49.1	Clear glass bottle (blewish appearance) (9½")
50.1	Clear glass bottle with 2 seams (9")
51.1	Dark brown bottle (10")
52.1	Clear glass bottle (9")
53.1	Clear glass bottle (8½")
54.1	Light green glass bottle (9½")
55.1	Small light green glass bottle (7½")
56.1	Light green glass bottle (9 3/4")
57.1	Dark brown glass bottle (11")
58.1	Small clear glass bottle (8")
59.1	Small brown bottle (8")
60.1	Small light blue glass bottle (8")
61.1	Clear glass pickling bottle (7")
62.1	Pale green pickling bottle (6½")
63.1	Clear glass pickling bottle (7½")
64.1	Clear glass pickling bottle (7½")
65.1	Clear glass bottle (9")
66.1	Clear glass bottle (8 3/4")
67.1	Brown glass beer bottle (9½")
68.1	Clear glass bottle, pale green colour (9 3/4") (at O.S.H.)
69.1	Small clear glass pop bottle (8")
70.1	Tall dark green glass bottle (10")
71.1	Wide rounded glass bottle, pale green (8")
72.1	Mauve rounded bottle (7½") (at O.S.H.)
73.1	Tall thin pale green bottle (9 3/4") (at O.S.H.)
74.1	Fat milk bottle (9½") (at O.S.H.)
75.1	Tall cylindrical glass bottle (6½")
76.1	Glass pop bottle (8")
77.1	Square glass bottle (7½") (at O.S.H.)
78.1	Flatish green coloured bottle (7") (at O.S.H.)
79.1	Green coloured glass bottle (7 3/4") (at O.S.H.)
80.1	Tall thin bottle, greenish colour (9")
81.1	Tall thin heavy bottle, greenish tinge (9")
82.1	Thin heavy bottle with different numbers on bottom (9")
83.1	Flat square bottle (5")
84.1	Tall brown beer bottle (9½")
85.1	Brown glass bottle (8")

PAGE 2 of SCHEDULE "A"

973.86.1	Small flat medicine bottle (6")
87.1	Glass pop bottle (7 3/4")
88.1	Tall circular bottle (9")
89.1	Small brown glass oval shaped bottle, slightly green tinge
90.1	Dark green bottle (12 1/8")
91.1	Brown bottle (9 3/4")
92.1	Clear white bottle (9 1/2")
93.1	Clear white bottle (12 1/2")
94.1	Clear glass bottle (10")
95.1	Clear glass bottle (9 3/4")
96.1	Green glass bottle (wavy, horizontal flaws) (12 1/2") (at O.S.H.)
97.1	Clear glass bottle (Model Dairy) (8") (at O.S.H.)
98.1	Green glass bottle (12")
99.1	Clear glass bottle (8 1/2")
100.1	Clear glass bottle (7 3/4")
101.1	Clear glass bottle, slight greenish tinge (8")
102.1	Clear glass bottle (10 3/4")
103.1	Deep green bottle (8")
104.1	Clear glass milk bottle (quart size) (9 3/4")
105.1	Clear cylindrical shaped bottle (7 3/4")
106.1	Clear glass bottle with bluish-green tinge (9 1/4")
107.1	Dark brown bottle (10")
108.1	Clear glass cylindrical bottle (5 1/2")
109.1	Clear glass cylindrical bottle (8 1/4")
110.1	Clear glass cylindrical bottle (7 1/2")
111.1	Clear glass cylindrical bottle (6 1/2")
112.1	Dark green glass bottle (10 1/2")
113.1	Square brown bottle (8")
114.1	Greenish tinged clear glass bottle (8")
115.1	Clear white bottle (8 1/4")
116.1	Small clear rectangular bottle, pink tinge (2"x4"x1") (at O.S.H.)
117.1	Small rectangular bottle, clear glass (1 1/2"x1 1/2"x4") (at O.S.H.)
118.1	Circular glass bottle stopper, clear glass, pink tinge
119.1	Rectangular medicine bottle, clear glass (1 3/4" x 3/4" x 4")
120.1	Dark brown bottle (12 oz.) (9 3/4")
121.1	Clear glass pickling bottle, cylindrical shape (8 3/4")
122.1	Large green glass bottle (11 1/2")
123.1	Brown glass pickling bottle (7")
124.1	Brown glass bottle, rectangular (8")
125.1	Blue glass bottle (7 1/4")
126.1	Ink bottle, clear rippled glass (2 1/4")
127.1	Small squat ink bottle (2 1/2") triangular shaped, clear with greenish tinge
128.1	Elongated square glass bottle (6 1/4")
129.1	Small rectangular bottle, clear glass (5") (at O.S.H.)
130.1	Dark green glass rum bottle (10")
131.1	Tall cylindrical bottle, pink tones, glass (9")
132.1	Small clear glass flash, flat appearance (5 1/4") (at O.S.H.)
133.1	Greyish brown salt glaze stoneware jug (15") (at O.S.H.)

PAGE 3 of SCHEDULE "A"

973.134.1.A	Ship Crests
134.1.B	Ship Crests
134.1.C	Ship Crests
134.1.D	Ship Crests
134.1.E	Ship Crests
134.1.F	Ship Crests
134.1.G	Ship Crests
134.1.H	Ship Crests
135.1.A	Torpedo glass bottles
135.1.B	Torpedo glass bottles
135.1.C	Torpedo glass bottles
136.1	Radiosonde weather detector
137.1.A	Iron lock
137.1.B	Iron lock
137.1.C	Iron lock
137.1.D	Rusted iron key
138.1.A	Medicine bottle
138.1.B	Medicine bottle
138.1.C	Medicine bottle
138.1.D	Medicine bottle
139.1	Roll of surgical tape
140.1	Lube of ointment
141.1	Plaque of Ship Santa Maria missing
143.1	Crossed flag poles from Yankanuk
144.1	Wood case (3 pulleys)
145.1	Pair of large iron pliers
146.1	Large pair of iron tongs
147.1	Large pulley
148.1.A	Wood pulley case
148.1.B	Wood pulley wheel
148.1.C	Small wood pulley wheel
148.1.D	Wood pulley wheel - concrete core
149.1	Small pulley casing - pulley with eye hook

973.152.1	Wood pulley casing with two pulleys
153.1	Wood pulley casing with two pulleys
154.1	Metal pulley casing with hook
155.1	Brass bushing

DATED: August 31st 1981

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

- and -

ST. MARY'S RIVER MARINE CENTRE

A G R E E M E N T

CITY SOLICITOR
Civic Centre
Sault Ste. Marie, Ont.

THIS UNDERTAKING AND RELEASE made the 3rd day of June, 1982,

GRANTED BY: THE ST. MARY'S RIVER MARINE CENTRE,
being a corporation without share capital,
with its head office at the City of
Sault Ste. Marie, Ontario,

hereinafter referred to as the "Corporation"

TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF ONTARIO AS REPRESENTED BY THE MINISTER OF
TRANSPORTATION AND COMMUNICATIONS,

hereinafter referred to as the "Minister"

WHEREAS, the Corporation of the City of Sault Ste. Marie has requested the "consent" of the Minister of Transportation and Communications pursuant to paragraph 7 of the Agreement dated the 12th day of September, 1975 entered into between Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communications and the Corporation of the City of Sault Ste. Marie, to convey title to the steamship named S. S. Norgoma to the St. Mary's River Marine Centre;

AND WHEREAS, such "consent" was accorded on the 20th day of May, 1982 to the Corporation of the City of Sault Ste. Marie to convey title to the steamship named S. S. Norgoma to the St. Mary's River Marine Centre, upon such terms and conditions it deems fit, and subject to the Corporation of St. Mary's River Marine Centre entering into certain covenants with Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communications;

NOW THEREFORE this indenture witnesseth that in consideration of the consent of the Minister of Transportation and Communications, the St. Mary's River Marine Centre hereby covenants and undertakes as follows:

1. The Corporation covenants and undertakes that it shall not sell, lease or otherwise dispose of the S. S. Norgoma without the prior consent of the Minister of Transportation and Communications;
2. The Corporation covenants and undertakes that it shall

indemnify and save harmless Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communications from all and every liability whatsoever arising from or incidental to the operation of the S. S. Norgoma;

3. The Corporation further covenants and undertakes that Her Majesty the Queen in the right of the Province of Ontario as represented by the Minister of Transportation and Communications shall not be held liable for any of the debts or liabilities of the Corporation.

IN WITNESS WHEREOF the Corporation of the St. Mary's River Marine Centre has affixed its corporate seal attested by the hands of its proper officers duly authorized in that behalf.

SIGNED and SEALED this *21st* day of *June*, A.D. 1982.

THE CORPORATION OF ST. MARY'S
RIVER MARINE CENTRE


President


Secretary

Ministry of Consumer and Commercial Relations

Ontario Corporation Number 483622

Letters Patent

WHEREAS an application has been filed to incorporate a corporation without share capital under the name

ST. MARY'S RIVER MARINE CENTRE

AND WHEREAS the Minister of Consumer and Commercial Relations is the member of the Executive Council to whom the administration of The Corporations Act is assigned.

THEREFORE I, by virtue of the aforesaid powers vested in me, do by these Letters Patent issue a charter constituting the applicants named in the application which is attached hereto and which forms part of these Letters Patent, and any other persons who become members of the corporation hereby created, a corporation without share capital in accordance with the provisions of the said Act

AND IT IS HEREBY ORDAINED AND DECLARED that the Letters Patent shall also contain and be subject to the following terms, conditions and provisions:

- (a) The corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the corporation shall be used in promoting its objects;
- (b) The corporation shall be subject to The Charities Accounting Act, The Charitable Gifts Act and The Mortmain and Charitable Uses Act;
- (c) The directors shall serve as such without remuneration, and no director shall directly or indirectly receive any profit from his position as such; provided that a director may be paid reasonable expenses incurred by him in the performance of his duties;
- (d) The borrowing power of the corporation pursuant to any by-law passed and confirmed in accordance with section 60 of The Corporations Act shall be limited as provided in clause 8 on page 4 of the said application;
- (e) Upon the dissolution of the corporation and after the payment of all debts and liabilities; its remaining property shall be distributed or disposed of as provided on page 4 of the said application;
- (f) If it is made to appear to the satisfaction of the Minister, upon report of the Public Trustee, that the Corporation has failed to comply with any of the provisions of The Charities Accounting Act, The Charitable Gifts Act or The Mortmain and Charitable Uses Act, the Minister may authorize an inquiry for the purpose of determining whether or not there is sufficient cause for the Lieutenant Governor, in his discretion, to make an order under section 347 (1) of The Corporations Act to cancel the Letters Patent of the Corporation and declare it to be dissolved.

Given under my hand and seal of office at the City of Toronto in the said Province of

Ontario

this 22nd day of June 1981 A.D.

Minister

APPLICATION FOR INCORPORATION OF A CORPORATION WITHOUT
SHARE CAPITAL

TO THE LIEUTENANT GOVERNOR OF ONTARIO

HARRIET ELIZABETH BLACK Of the City of
 Sault Ste. Mane in the District of Agoma, Community Volunteer

JAMES BERTRAM CHAMBERS Of the City of
 Sault Ste. Mane in the District of Agoma, Surveyor

PETER ROSS CRESSWELL Of the City of
 Sault Ste. Mane in the District of Agoma, Corporate Executive

CHARLES ROBERT MACLACHLAN EAID Of the City of
 Sault Ste. Mane in the District of Agoma, Medical Doctor

RUSSELL LEONARD HILDERLY Of the City of
 Sault Ste. Mane in the District of Agoma, Broadcaster

MARYJANE ANNE MACNAMARA Of the City of
 Sault Ste. Mane in the District of Agoma, Community Volunteer

HAROLD SCOTT MCLELLAN Of the City of
 Sault Ste. Mane in the District of Agoma, Chartered Accountant

EUGENE DOUGLAS NORI Of the City of
 Sault Ste. Mane in the District of Agoma, Hotel Manager

GORDON JULIAN SMEDLEY Of the City of
 Sault Ste. Mane in the District of Agoma, Architect

JAMES ROYAL STITT Of the City of
 Sault Ste. Mane in the District of Agoma, Marine Engineer

WE, THE APPLICANTS HEREBY APPLY TO YOUR HONOUR TO ISSUE, BY LETTERS PATENT, A CHARTER UNDER THE CORPORATIONS ACT CONSTITUTING US AND ANY OTHERS WHO BECOME MEMBERS OF THE CORPORATION WITHOUT SHARE CAPITAL HEREBY CREATED A CORPORATION WITHOUT SHARE CAPITAL AND IN SUPPORT THEREOF STATE THE FOLLOWING:

(3) EACH OF THE APPLICANTS IS EIGHTEEN OR MORE YEARS OF AGE.

(4) THE NAME OF THE CORPORATION TO BE INCORPORATED IS
ST. MARY'S RIVER MARINE CENTRE

3. THE OBJECTS FOR WHICH THE CORPORATION IS TO BE INCORPORATED ARE

(1) To operate, develop and promote the M. S. Norgoma as a museum ship and viable tourist attraction in the City of Sault Ste. Marie and to develop related on-shore facilities.

(2) To collect, preserve and exhibit objects and displays of historical interest for the furtherance of the operation of the M. S. Norgoma as a museum ship and tourist attraction

(3) To accept donations, gifts, grants, legacies and bequests for the furtherance of the objects of the Corporation.

4. THE HEAD OFFICE OF THE CORPORATION IS TO BE SITUATE **in the City OF Sault Ste Marie IN THE District OF Algoma IN THE PROVINCE OF ONTARIO.**

SPECIAL CLAUSES

- (1) The number of directors of the Corporation shall not exceed thirteen (13), one of whom shall be the chairman.
- (2) The number of members of the Corporation shall not exceed thirteen (13) and every member shall be a director of the Corporation.
- (3) The composition of the board of directors shall be as follows:
 - a. ten (10) members elected by the board of directors, subject to the following qualifications:
 - i. no fewer than eight (8) of the members so elected must reside in the City of Sault Ste. Marie, Ontario;
 - ii. the terms of office of the members so elected shall be as determined by the board of directors;
 - iii. **no member so elected shall hold office for more than six (6) consecutive years, but any such member shall again be eligible for re-election after a lapse of two (2) years after the expiration of a period of membership of six (6) years or less;**
 - b. **three (3) members appointed by the Council of the Corporation of the City of Sault Ste. Marie, subject to the following qualifications:**
 - i. **each member so appointed shall hold office for a term of not more than two years;**
 - ii. **no member so appointed shall hold office for more than two consecutive terms, but any such member shall again be eligible for re-appointment after a lapse of two years after the expiration of the second of two consecutive terms.**

4. (4) Where a vacancy on the board of directors occurs before the term of office for which a person has been elected or appointed has expired,
- (a) if the vacancy is that of an elected member, the vacancy may be filled by an election by the members of the board of directors; and
- (b) if the vacancy is that of an appointed member, the vacancy may be filled by an appointment by the Council of the Corporation of the City of Sault Ste. Marie;
- and a person so elected or appointed shall hold office for the remainder of the term of office for which his predecessor was elected or appointed.
4. **(5) The quorum of the board of directors for the transaction of business shall be designated by by-law of the board but shall consist of not fewer than seven (7) members, at least one of whom shall be a member appointed by the Council of the Corporation of the City of Sault Ste. Marie.**
4. (6) The term of office of the chairman shall be as determined by the board of directors.
4. (7) No application for supplementary Letters Patent for the Corporation will be made and no supplementary Letters Patent may be obtained without the prior written consent of the Minister of Transportation and Communications and the consent of the Council of the Corporation of the City of Sault Ste. Marie in the form of a by-law.
4. (8) The borrowing power of the Corporation pursuant to any by-law passed and confirmed in accordance with Section 60 of The Corporations Act and the total debt which may be incurred by the Corporation shall be limited to a maximum of twenty thousand dollars (\$20,000.00), regardless of whether such debt is unsecured or secured by real or personal property, unless the Corporation obtains the prior written consent of the Minister of Transportation and Communications and the consent of the Council of the Corporation of the City of Sault Ste. Marie in the form of a by-law to permit the Corporation to exceed such debt limit.
4. (9) Upon dissolution of the Corporation and after the payment of all debts and liabilities, the Corporation's remaining property shall be disposed of to the Corporation of the City of Sault Ste. Marie.
4. (10) The corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the corporation shall be used in promoting its objects.
4. (11) The corporation shall be subject to The Charities Accounting Act, The Charitable Gifts Act and The Mortmain and Charitable Uses Act.

4. (12) The directors shall serve as such without remuneration, and no director shall directly or indirectly receive any profit from his position as such, provided that a director may be paid reasonable expenses incurred by him in the performance of his duties.
4. (13) If it is made to appear to the satisfaction of the Minister of Consumer and Commercial Relations, upon report of the Public Trustee, that the Corporation has failed to comply with any of the provisions of the Charities Accounting Act, The Charitable Gifts Act or The Mortmain and Charitable Uses Act or the Letters Patent of the Corporation, the Minister may authorize an inquiry for the purposes of determining whether or not there is sufficient cause for the Lieutenant Governor¹ in his discretion, to make an order under Section 247 (1) of The Corporations Act to cancel the Letters Patent of the corporation and declare it to be dissolved.

5. THE NAMES OF THE APPLICANTS WHO ARE TO BE THE FIRST DIRECTORS OF THE CORPORATION ARE Ont. P6A 5'1'3

Harriet Elizabeth Black, Apt. 312, 37 Silverbirch Dr., Sault Ste. Marie

James Bertram Chambers, 1469 Queen St. E., Sault Ste. Marie, Ont. P6A 2G3

Peter Ross Cresswell, 1993 Queen St. E., Sault Ste. Marie, Ont. P6A 2G8

Charles Robert MacLachlan Eaid, 1570 Queen St. E., Sault Ste. Marie; Ont P6A 2G5

Russell Leonard Hilderly, 107 Lansdowne Ave., Sault Ste. Marie, Ont. P6B 1K5

Maryjane Anne Macnamara, 6 Summit Ave., Sault Ste. Marie, Ont. P6B 2S1

Harold Scott McLellan, 1468 Queen St. E., Sault Ste. Marie, Ont. P6A 2G3

Eugene Douglas Noni, 29 Caesar Road, Sault Ste. Marie, Ont. P6A 3N7

Gordon Julian Smedley, 505 MacDonald Ave., Sault Ste. Marie, Ont. P6B 1H8

James Royal Stitt, 75 Meadow Park Cres., Sault Ste. Marie, Ont. P6A 4H1

DATED THIS 15th DAY OF June .19 81

SIGNATURE OF WITNESS SIGNATURES OF APPLICANTS

(ALL SIGNATURES ON ORIGINAL DOCUMENTS)

* SECTION 9 OF THE ACT IS AS FOLLOWS:

9. ON AN APPLICATION FOR LETTERS PATENT, SUPPLEMENTARY LETTERS PATENT OR AN ORDER, THE LIEUTENANT GOVERNOR MAY GIVE THE CORPORATION A NAME DIFFERENT FROM ITS PROPOSED OR EXISTING NAME, MAY VARY THE OBJECTS OR OTHER PROVISIONS OF THE APPLICATION AND MAY IMPOSE SUCH CONDITIONS AS HE DEEMS PROPER.

** SUBSECTION 1 OF SECTION 127 OF THE ACT IS AS FOLLOWS:

127 (1) A CORPORATION, EXCEPT A CORPORATION TO WHICH PART V OR VI APPLIES, SHALL BE CARRIED ON WITHOUT THE PURPOSE OF GAIN FOR ITS MEMBERS AND ANY PROFITS OR OTHER ACCRETIONS TO THE CORPORATION SHALL BE USED IN PROMOTING ITS OBJECTS AND THE LETTERS PATENT SHALL SO PROVIDE, AND WHERE A COMPANY IS CONVERTED INTO A CORPORATION, THE SUPPLEMENTARY LETTERS PATENT SHALL SO PROVIDE.

BY-LAW NO.1

A by-law relating generally to the transaction of the affairs

of **ST. MARY'S RIVER MARINE CENTRE**

BE IT ENACTED as a by-law of ST. MARY'S RIVER MARINE CENTRE
as follows:

HEAD OFFICE

1. The Head Office of the Corporation shall be in the City of Sault Ste. Marie, in the Province of Ontario, and at such place therein as the directors may from time to time determine.

SEAL

2. The seal, an impression whereof is stamped in the margin hereof, shall be the corporate seal of the Corporation.

BOARD OF DIRECTORS

3. The affairs of the Corporation shall be managed by a board of thirteen (13) directors, each of whom at the time of his election or appointment, or within 10 days thereafter and throughout his term of office shall be a member of the Corporation. Three directors shall be appointed by the Council of The Corporation of the City of Sault Ste. Marie and shall hold office for a term as set by the City Council, provided that such term shall not exceed two years. Five of the ten elected directors shall be elected to hold office until the second annual meeting after they shall have been elected or until their successors shall have been duly elected and qualified. The remaining five of the ten elected directors shall be elected to hold office until the first annual meeting after they shall have been elected or until their successors shall have been duly elected and qualified. At the expiration of the term of office of each elected director, such director shall be eligible for re-election if otherwise qualified. The election may be by a show of hands unless a ballot be demanded by any member. The members of the Corporation may, by resolution passed by at least two-thirds of the votes cast at a general meeting of which notice specifying the intention to pass such resolution has been given, remove any elected director before the expiration of his term of

office, and may, by a majority of the votes cast at that meeting, elect any person in his stead for the remainder of his term.

VACANCIES, BOARD OF DIRECTORS

4. Vacancies among the elected members of the board of directors, however caused, may so long as a quorum of directors remain in office, be filled by the directors from among the qualified members of the Corporation, if they see fit to do so, otherwise such vacancy shall be filled at the next annual meeting of the members at which the directors for the ensuing year are elected, but if there is not a quorum of directors, the remaining directors shall forthwith call a meeting of the members to fill the vacancy.

QUORUM AND MEETINGS, BOARD OF DIRECTORS

5. A quorum for the transaction of business shall be as set out in paragraph 4(5) of the Letters Patent of the Corporation. Except as otherwise required by law, the board of directors may hold its meetings at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the directors are present, or if those absent have signified their consent to the meeting being held in their absence. Directors' meetings may be formally called by the President or Vice-President or by the Secretary-Treasurer on direction of the President or Vice-president, or by the Secretary-Treasurer on direction in writing of two directors. **Notice of such meetings shall be delivered, telephoned or telegraphed to each director not less than one day before the 'fleeting is to take place or shall be mailed to each director not less than two days before the meeting is to take place.** The statutory declaration of the Secretary-Treasurer or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A directors' meeting may also be held, without notice, immediately following the annual meeting of the Corporation. The directors may consider or transact any business either specific or general at any 'fleeting of the board.

ERRORS IN NOTICE, BOARD OF DIRECTORS

6. No error or omission in giving such notice for a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and a director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereof.

VOTING, BOARD OF DIRECTORS

7. Questions arising at any meeting of directors shall be decided by a majority of votes. In case of an equality of votes, the Chairman, in addition to his original vote, shall have a second or casting vote. All votes at any such meeting shall be taken by ballot if so demanded by any director present, but if no demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chairman that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the President his duties may be performed by the Vice-President or such other director as the board may from time to time appoint for the purpose.

POWERS

8. The directors of the Corporation may administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Corporation is by its Letters Patent or otherwise authorized to exercise and do.

Except as restricted by the Letters Patent of the Corporation, the directors are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property, movable or immovable, real

or personal, or any right or interest therein owned by the Corporation, for such consideration and upon such terms and conditions as they may deem advisable.

REMUNERATION OF DIRECTORS

9. The directors shall receive no remuneration for acting as such.

OFFICERS OF CORPORATION

10. There shall be a President, a Vice-president, and a Secretary-Treasurer and such other officers as the board of directors may determine by by-law from time to time. One person may hold more than one office except the offices of President and Vice-President. The President and vice-President shall be elected by the board of directors from among their number at the first meeting of the board after the annual meeting, provided that in default of such election the then incumbents, being members of the board, shall hold office until their successors are elected. The other officers of the Corporation need not be members of the board and in the absence of written agreement to the contrary, the employment of all officers shall be settled from time to time by the board.

DUTIES OF PRESIDENT AND VICE-PRESIDENT

11. The President shall, when present, preside as Chairman at all meetings of the members of the Corporation and of the board of directors. The President shall also be charge with the general management and supervision of the affairs and operations of the Corporation. The President with the Secretary-Treasurer or other officers appointed by the board for the purpose shall sign all by-laws and membership certificates. During the absence or inability of the President, his duties and powers may be exercised by the Vice-President, and if the Vice-President, or such other director as the board may from time to time appoint for the purpose, exercises any such duty or power, the absence or inability of the President shall be presumed with reference thereto.

DUTIES OF SECRETARY-TREASURER

12. The Secretary-Treasurer shall be ex officio clerk of the board of directors. He shall attend all meetings of the board of directors and record all facts and minutes of all proceedings in the books kept for that purpose. He shall give all notices required to be given to members and to directors. He shall be the custodian of the seal of the Corporation and of all books, papers, records, correspondence, contracts and other documents belonging to the Corporation which he shall deliver up only when authorized by a resolution of the board of directors to do so and to such person or persons as may be named in the resolution, and he shall perform such other duties as may from time to time be determined by the board of directors.

13. He shall keep full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account and shall deposit all moneys or other valuable effect in the name and to the credit of the Corporation in such bank or banks as may from time to time be designated by the board of directors. He shall disburse the funds of the Corporation under the direction of the board of directors, taking proper vouchers therefore and shall render to the board of director at the regular meetings thereof or whenever required of him, an account of all his transactions as Treasurer, and of the financial position of the Corporation. He shall also perform such other duties as may from time to time be determined by the board of directors.

DUTIES OF OTHER OFFICERS

13 The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board of directors requires of them.

EXECUTION OF DOCUMENTS

14. Deeds, transfers, licences, contracts and engagements on behalf of the

Corporation shall be signed by either the President or Vice-President and by the Secretary-Treasurer and the Secretary-Treasurer shall affix the seal of the Corporation to such instruments as require the same.

Contracts in the ordinary course of the Corporation operations may be entered into on behalf of the Corporation by the President, Vice-President, Secretary-Treasurer or by any person authorized by the board.

Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the board of directors may at any time by resolution direct the manner in which and the person or persons by whom, any particular instrument, contract or obligations of the Corporation may or shall be executed.

BOOKS AND RECORDS

15. The directors shall see that all necessary books and records of the Corporation required by the by-laws of the Corporation or by any applicable statute or law are regularly and properly kept.

MEMBERSHIP

16. The membership of the Corporation shall be as set out in paragraphs 4(1), 4(2) and 4(3) of the Letters Patent of the Corporation.

Members may resign by resignation in writing, which shall be effective upon acceptance thereof by the board of directors.

Each member in good standing shall be entitled to one vote on each question arising at any special or general meeting of the members.

Each member shall promptly be informed by the Secretary-Treasurer of his admission as a member.

DUES

17. There shall be no dues or fees payable by members except such, if any, as shall from time to time be fixed by unanimous vote of the 'board of directors, which vote shall become effective only when confirmed by a vote of the members at an annual or other general meeting.

ANNUAL AND OTHER MEETINGS OF MEMBERS

18. The annual or any other general meeting of the members shall be held at the head office of the Corporation or elsewhere in Ontario as the board of directors may determine and on such day as the said directors shall appoint.

At every annual meeting, in addition to any other business that may be transacted, the report of the directors, the financial statement and the report of the auditors shall be presented and a board of directors elected and auditors appointed for the ensuing year and the remuneration of the auditors shall be fixed. The members may consider and transact any business either special or general without any notice thereof at any meeting of the members. The board of directors or the President or Vice-President shall have power to call at any time a general meeting of the members of the Corporation. No public notice nor advertisement of members' meetings, annual or general, shall be required, **but notice of the time and place of every such meeting shall be given to each member by sending the notice by prepaid mail or telegraph ten days before the time fixed for the holding of such meetings, provided that any meetings of members may be held at any time and place without such notice if all the members of the Corporation are present thereat and at such meeting any business may be transacted which the Corporation at annual or general**

meetings may transact.

ERROR OR OMISSION IN NOTICE

19. No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the members of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify approve and confirm any or all proceedings taken or had thereat For the purpose of sending notice to any member, director or officer for any meeting or otherwise, the address of any member director or officer shall be his last address recorded on the books of the Corporation.

ADJOURNEMENTS

20. Any meetings of the Corporation or of the directors may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

QUORUM OF MEMBERS

21. A quorum of the members of the Corporation for the transaction of business at any meeting shall be the same as the quorum of the board of directors as set out in paragraph 4 (5) of the Letters Patent of the Corporation.

VOTING OF MEMBERS

22. Subject to the provisions, if any, contained in the Letter's Patent of the Corporation, each member of the Corporation shall at all meetings of members be entitled to one vote.

At all meetings of members every question shall be decided by a majority of the votes of the members present unless otherwise required by the by-laws of the Corporation, or

by law. Every question shall be decided in the first instance by a show of hands unless a poll be demanded by any member. Upon a show of hands, every member shall have one vote, and unless a poll be demanded a declaration by the Chairman that a resolution has been carried or not carried and an entry to that effect in the minutes of the Corporation shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn the question shall be decided by a majority of votes given by the members present and such poll shall be taken in such manner as the Chairman shall direct and the result of such poll shall be deemed the decision of the Corporation in general meeting upon the matter in question. In case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the Chairman shall be entitled to a second or casting vote.

FINANCIAL YEAR

23. Unless otherwise ordered by the board of directors, the fiscal year of the Corporation shall terminate on the 31st day of December in each year.

CHEQUES, ETC.

24. All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the board of directors and any one of such officers or agents may alone endorse notes and drafts for collection on account of the Corporation through its bankers, and endorse notes and cheques for deposit with the Corporation's bankers for the credit of the Corporation, or the same may be endorsed "for collection"¹ or "for deposit" with the bankers of the Corporation by using the Corporation's rubber stamp for the purpose. Any one of such officers or agents so appointed may arrange,

settle, balance and certify all books and accounts between the Corporation and the Corporation's bankers and may receive all paid cheques and vouchers and sign all the bank's forms or settlement of balances and release or verification slips.

DEPOSIT OF SECURITIES FOR SAFEKEEPING

25. The securities of the Corporation shall be deposited for safekeeping with one or more bankers, trust companies or other financial institutions to be selected by the board of directors. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Corporation signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be determined by resolution of the board of directors and such authority may be general or confined to specific instances. The institutions which may be so selected as custodians of the board of directors shall be fully protected in acting in accordance with the direction of the board of directors and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

NOTICE

26. Whenever under the provisions of the by-laws of the Corporation, notice is required to be given, such notice may be given either personally or telegraphed or by depositing same in a post office or a public letter-box, in a prepaid, sealed wrapper addressed to the director, officer or member at his or their address as the same appears on the books of the Corporation.

A notice or other document so sent by post shall be held to be sent at the time when the same was deposited in a post office or public letter-box as aforesaid, or if telegraphed shall be held to be sent when the same was handed to the telegraph company or its messenger. For the purpose of sending any notice the address of any member, director or officer shall be his last address as recorded on the books of the Corporation.

BORROWING

27. Subject to the limitations contained in the Letters Patent of the Corporation, the directors may from time to time
- (a) borrow money on the credit of the Corporation, or
 - (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Corporation.

From time to time the directors may authorize any director, officer or employee of the Corporation or any other person to make arrangements with reference to the moneys borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Corporation as the directors may authorize and generally to manage, transact and settle the borrowing of money by the Corporation.

INTERPRETATION

28. In these by-laws and in all other by-laws of the Corporation hereafter passed unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations.

Passed by the board of directors and sealed with the Corporate seal this 25th day of November, 1981

Russell L. Hilderly
President

Harold S. McLellan
Secretary-Treasurer

Peter Gregos Offer to Acquire the M.S. Norgoma

VISION FOR THE NORGOMA

The M.S. Norgoma currently requires significant funds to complete the restoration to ensure that it reflects the original 1950's character. A number of the plumbing fixtures recently installed, lights and woodwork need to be replaced to reflect those that would have originally been on the vessel. A study has been completed of Norgoma and Norisle films which will be used to provide insight to the historic references which are necessary to rebuild the authentic 1950 Norgoma.

The intent is to apply for National Historic Landmark Status which will protect the M.S. Norgoma and the Norisle as sister ships. The M.S. Norgoma is planned to be a maritime museum and hope is that it will visit major cities around the Great Lakes as time, logistics and funds permit (including Sault Ste. Marie).

It is anticipated that the M.S. Norgoma could easily use half a million dollars in materials; such as steel repair and paint along with hundreds of hours of labor. I am working with a number of like-minded friends and colleagues and we are confident we will be able to raise sufficient funds to undertake this restoration work.

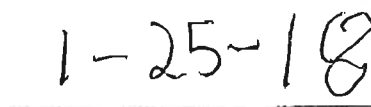
In short, I will make every reasonable effort to restore this boat and salute the history and heritage of the great people who worked and work the Great Lakes.

LOGISTICS

- A marine surveyor Bob Ojeda would like to inspect the engineering structure and hull integrity prior to removal.
- Transport Canada and/or U.S. Coast Guard approval and insurance will be obtained and provided to the St. Marys' River Marine Heritage Centre and the City of Sault Ste. Marie.
- There will be no liability to the Board of the Norgoma or the City.
- Any additional permits or notifications (Conservation Authority or other Ministries) required to remove the Norgoma from Roberta Bondar Marina would be obtained and any associated costs would be covered at no cost to the Norgoma Board or the City.
- The costs associated with disconnecting the electrical and sewage connections to the ship, as well as, associated tugboat fees would be the responsibility of Peter Gregos.
- The timing for the removal of the Norgoma will be coordinated with City Staff to coincide with the replacement of the Roberta Bondar Marina Docks.



Signature



Date



875 Queen Street East, Suite 2
Sault Ste. Marie, ON P6A 2B3
Canada

p. 705.942.6628
t. 705.942.7515

www.stemeng.ca
mailto:mat@stemeng.ca

January 9, 2014

Project No. 13130

City of Sault Ste. Marie
Civic Centre
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Attention: Mr. Joe Cain, Manager of Recreation and Culture Division

Subject: Norgoma Exit Strategy

The City has retained STEM Engineering to investigate various exit strategies for the Norgoma Museum Ship, which is currently docked at the Roberta Bondar Marina. These strategies will be used by the City to help guide the future planning process for the ship.

BACKGROUND

Built in 1950, the Norgoma spent 13 years carrying passengers and cargo between Owen Sound and Sault Ste. Marie on a run known as the "turkey trail". Originally built as a steam ship, the 188 foot vessel was later converted to diesel power to run more economically. The Norgoma spent its last years as a ferry running between Manitoulin Island and Owen Sound. In 1975 it was purchased by the City of Sault Ste. Marie for \$1, to be used as a museum ship. In 1981 ownership of the Norgoma was transferred to the St. Mary's River Marine Center; a non-profit corporation formed to oversee the repair and operation of the vessel as an attraction.

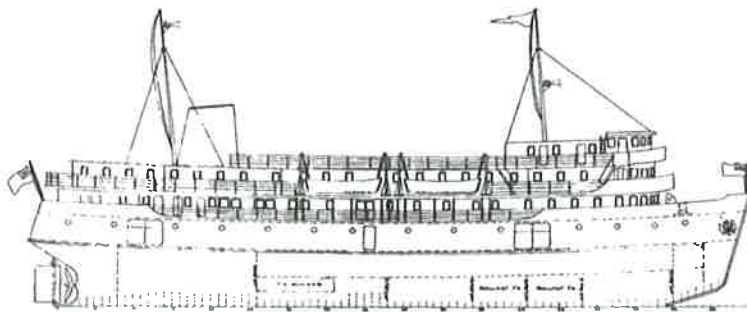


Figure 1: M.S. Norgoma

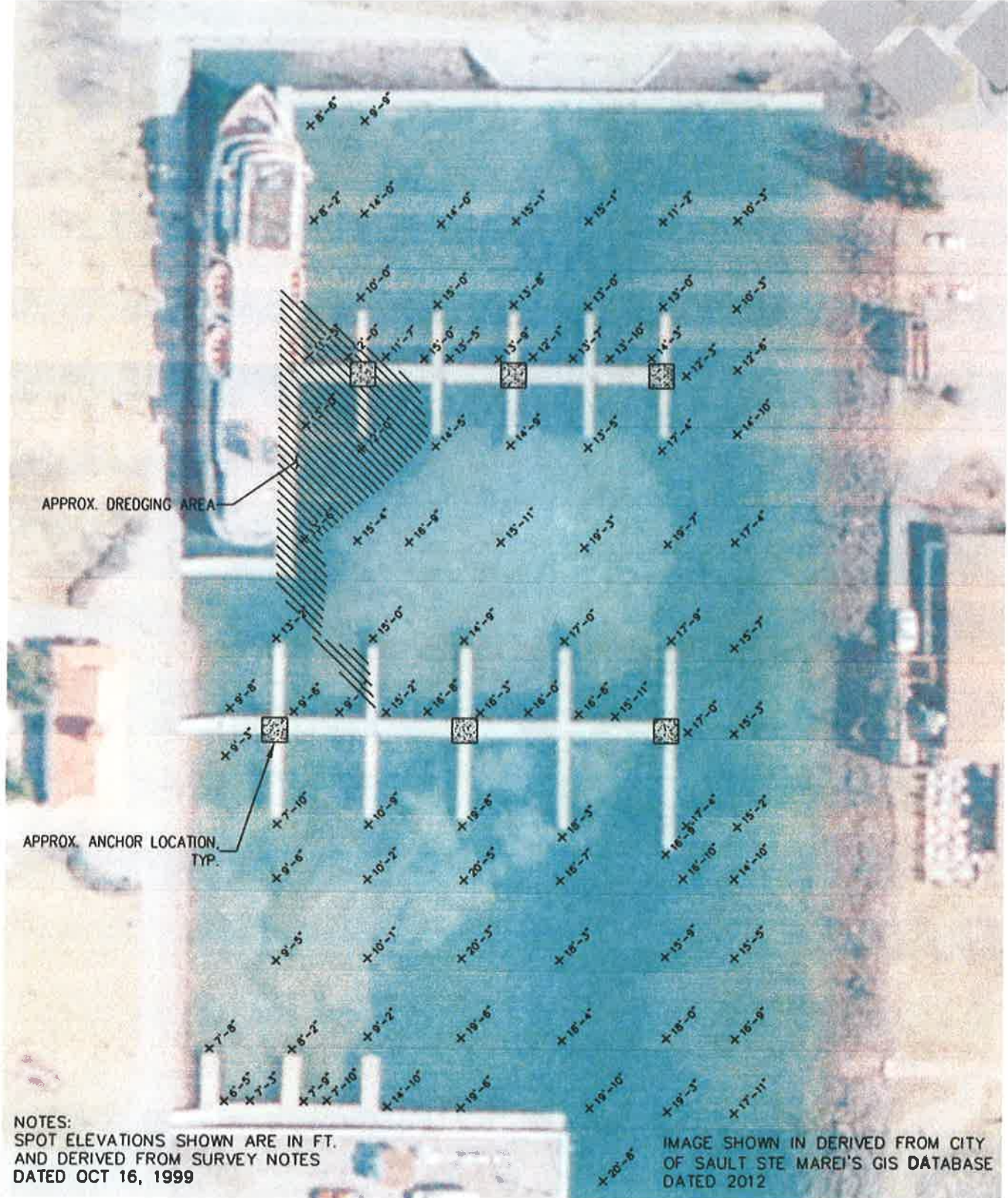
Specifications

Length	188'
Width	36'
Draft	13'
Displacement	805 Ton
Hull	3/8" Plate
Decks	5

In 2000 an environmental assessment was completed for the Norgoma by Earth Tech to identify and assess potential environmental concerns associated with the ship. In this assessment, three areas of concern were identified: asbestos containing material, potential ozone depleting refrigerants in the galley refrigerator, and lead paint.

INVESTIGATION

STEM contacted relevant parties to investigate potential exit strategy options. These parties included the City of Sault Ste. Marie, the St. Mary's River Marine Centre, various marine companies, a Michigan dive club, relevant government agencies, and various contractors. A walkthrough of the ship was also conducted to collect data and observe the ship first hand.



STEM
ENGINEERING GROUP

PROJECT:
NORGOMA EXIT PLAN

DRAWING:
ROBERTA BONDAR MARINA

SCALE: NTS
PLOT SCALE: NTS
PROJECT: 13130
DATE: 2013-12-18
CAD FILE: 13130 Marina Layout.dwg
DRAWN: NpL
CHECKED:

C1.0

The base conclusion of this investigation was that the costs associated with decommissioning and removing the Norgoma would considerably exceed its salvage value. A number of factors contribute to these costs, and generally include:

- Disposal of hazardous materials from the ship (asbestos, lead paint and oil)
- An abundance of wood on the upper decks that has no salvage value and must be disposed of.
- Its location in the marina requires either expensive on-site decommissioning or significant costs to remove it from the marina so it could be floated to a ship breaking yard for demolition (i.e. temporary dock removal, associated electrical work, and dredging).
- Due to its construction, and condition, it has little potential for being re-purposed as a barge or other vessel.

EXIT STRATEGY OPTIONS

Through this investigation 3 exit strategy options were determined and evaluated, as follows:

- A. Demolish onsite:** *Estimated Cost >\$500,000*
Completely demolish the Norgoma onsite. This would require working from the top down and inside out until only the lower hull remains. The hull would then need to be lifted out of the water and the final demolition carried out on land adjacent to the marina.
- B. Partially demolish onsite, final demolition offsite:** *Estimated Cost \$200,000-\$240,000*
Remove the upper portions of Norgoma to lighten the ship enough so dredging would not be required. Once light enough, the marina docks would be removed and the Norgoma would be tugged out of the marina to a ship breaking yard for final demolition.
- C. Remove off-site:** *Estimated Cost \$200,000 - \$300,000*
The marina docks would be removed, the marina basin around the stern of the Norgoma would be dredged until the Norgoma was able to be safely removed from the marina. See attached drawing C1.0 which depicts the estimated area requiring dredging. The Norgoma would then be tugged to a ship breaking yard for demolition.

Detailed considerations, costs, and the pros/cons associated with each option were determined and are listed in the attached Table 1.

All costs listed in this report are class D estimates (rough order of magnitude) and are included to give an indication of the costs and to facilitate comparison of the options. If the City decides to move forward with one of the options in the future, a more detailed estimate should be developed at that time.

Another possible option was investigated, but could not be formalized within the time frame of this report. It involved turning over the Norgoma to the Grand Traverse Bay Underwater Preserve (GTBUP) for use as dive site. Initial contacts were made with the past president of the club who expressed interest. However, no firm commitments could be established with the club itself. This option would involve removing the Norgoma from the marina, as described above, after which the ship would be barged to the GTBUP in Michigan where it would be sunk. Depending on the requirements of the GTBUP the ship may need to have all hazardous material removed before the GTBUP would be willing to take ownership of it. More discussions with the GTBUP are required to determine their interest in the project and what level of participation they would have in the removal costs.

RECOMMENDATIONS

Many factors come into play in making the final selection of a preferred exit strategy. Cost, environmental liability, and expertise in ship demolition are just a few.

Taking all parameters into consideration, should the City decide an exit strategy is required for the Norgoma, it is the recommendation of this report to pursue option C; removal of the Norgoma off-site with total responsibility for demolition conveyed to others. This option is comparable in price to the option with the lowest estimated cost (Option B - partial demolition on-site and final demolition off-site), but has the benefit of least involvement by the City, reduced exposure to environmental liability, partial dredging of the marina for improved operations, and significantly less disturbance to the surrounding site.

A further benefit of Option C is that the City could take this opportunity to dredge the entire marina to desired depths while the docks are temporarily removed.

Respectfully Submitted,



Nathan Lambert, P.Eng.
STEM Engineering Group



Randy Beltramin, P.Eng.
STEM Engineering Group



TABLE 1: EXIT STRATEGY OPTIONS

OPTIONS	CONSIDERATIONS	SCOPE OF WORK & ESTIMATED COSTS*	PROS & CONS
A) Demolish Onsite	- Approval¹ - Can only demolish boat down to hull while it is in water, and then it will need to be removed - Complicated crane lift requiring engineering & large crane(s) - The Roberta Bondar Marina and area would be affected due to the large construction site - Environmental risks such as oil, asbestos & lead paint would have to be dealt with during demolition	Onsite Demolition of Norgoma - Demolition >520K - Asbestos Removal 250K - Crane Lift 50K - Landfill Fees From Demolition⁵ >150K - Professional Fees @ 10% 50K - Scrap Recovery Value -120K - Site Restoration 50K Total Estimated Cost >500K	Pros - No removal from marina required² - No dredging required³ Cons - Environmental Liability - High Cost - Large Impact on site - Demolished in public location
B) Partially Demolish Onsite, Final Demolition Offsite	- Approval¹ - The Roberta Bondar Marina and area would be affected due to the construction site - Environmental risks such as oil, asbestos & lead paint would have to be dealt with during demolition - Removal² - Towing⁴ - Demolition could be done on American side (MCM Marine/Reid's Metals) or Canadian side (Purvis)	Onsite Demolition of Upper Structure - Demolition 155K-195K - Asbestos Removal 40K - Landfill Fees From Demolition⁵ 15K - Remove Norgoma from Marina 27K - Remove docks 12K - Tug boat(s) 7K - Professional Fees @ 10% 18K Cost to Demolish 0 Demolition (inc. landfill fees⁵) 150K Scrap Recovery Value Total Estimated Cost 200K-240K	Pros - No dredging required³ - No large lift required Cons - Environmental Liability - Large impact on site - Demolished in public location
C) Remove Offsite	- Approval¹ - Removal² - Dredging³ - Towing⁴ - Demolition could be done on American side (MCM Marine/Reid's Metals) or Canadian side (Purvis)	Remove Norgoma from Marina - Remove Docks 100K-150K - Dredging 50K - Landfill fees from dredging⁵ 35K-55K - Environmental testing & monitoring 50K-50K - Tug boat(s) 5K - Professional Fees @ 10% 7K Cost to Other party for Demolition 90K-140K Demolition (inc. landfill fees⁵) 200K-250K Scrap Recovery Value -120K Total Estimated Cost 200K-300K	Pros - Ship removed from city responsibility - Less impact on site - No public demolition - Dredging may be beneficial to marina operation - Entire marina could be dredged when docks removed Cons - Dredging is expensive

*Costs are class D estimates (rough order of magnitude)

1) Approval is required from Conservation Authority and other Ministries

2) Removing the Norgoma from the Marina requires removing some docks (electrical, plumbing, diving) and anchor(s), and the use of a tug to pull it out. Afterwards the anchor(s) and docks must be re-installed.

3) Dredging requires proper approvals, environmental testing & monitoring, a silt screen, and disposal of dredged material in the landfill.

4) Moving the vessel requires proper paperwork/approvals for Transport Canada &/Or U.S. Coast Guard

5) Landfill can be recouped by the city.



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

COUNCIL REPORT

April 9, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma

PURPOSE

The purpose of this report is to respond to the October 10, 2017 City Council resolution:

“Whereas the City of Sault Ste. Marie has two well established advisory bodies of City Council each of which was created to advise City Council on matters pertaining to culture and heritage, and whose members are community volunteers appointed by City Council based on their expertise in culture and heritage, and said bodies as stated on the City’s website are:

Cultural Advisory Board – as a Board of Council, whose primary purpose is to advise on all matters concerning the cultural life of the community and the implementation of the Cultural Policy for the Corporation of the City of Sault Ste. Marie;

Municipal Heritage Committee – The Sault Ste. Marie Municipal Heritage Committee advises City Council on matters relating to Part IV (Conservation of Buildings of Cultural Heritage Value or Interest); and

Whereas the Cultural Policy indicates that a Cultural Advisory Board be formed “to advise, assist and make recommendations to Council on cultural matters”; and

Whereas Section 1.2 of the Cultural Policy, Definition of Culture, includes a heritage arts component, which speaks to heritage conservation, identification, protection and interpretation of:

i. intangible heritage (dance, music, song, story, etc.)

- ii. immovable heritage (buildings, cultural heritage landscapes, natural heritage, archaeological and traditional use sites)
- iii. movable property (personal property art, artifacts, documents, natural objects and specimens) and

Whereas the M.S. Norgoma is a museum ship, an artifact referenced in the aforementioned section iii and meeting the Miriam Webster definition of an artifact being “an object remaining from a particular period”;

Now Therefore Be It Resolved that the Cultural Advisory Board and Municipal Heritage Committee be requested to provide City Council with a report providing an opinion as to the cultural and heritage value of the M.S. Norgoma to the community in its present state; and

Further Be It Resolved that such an opinion be viewed as advice only, provided to Council for consideration as to present and future value of the M.S. Norgoma within the context of community culture and heritage said reports ideally to coordinate with the staff report to Council concerning the Norgoma and Bondar Marina.”

BACKGROUND

In response to the resolution the Cultural Advisory Board and the Municipal Heritage Committee requested that City staff coordinate a time for committee members to tour the M.S. Norgoma. During the week of November 6th, 2017 there were 3 options available to committee members to tour the M.S. Norgoma, November 9th at noon, November 10th at noon, November 11th at 12:15 pm.

At the December 6th, 2017 meeting of the Municipal Heritage Committee the Council resolution was discussed and feedback was obtained. The Chair of the Municipal Heritage Committee, Lloyd Beilhartz prepared a response to the resolution. The draft response was discussed at the January 10th, 2018 Municipal Heritage Committee meeting and the following resolution was passed;

Moved By: S. Meades
Seconded By: M. Caruso

“Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse the letter responding to the City Council resolution regarding the M.S. Norgoma as amended.”

CARRIED

The Cultural Advisory Board met on December 14th, 2017 to discuss the resolution and feedback and comments were obtained. A draft response was

prepared by the Chair of the Cultural Advisory Board, Chris Rous and board member, Sean Meades. The draft response was discussed at the January 18th, 2018 Cultural Advisory Board meeting. The following resolution was passed;

Moved By: E. Belair
Seconded By: D. Ostrowski

“Resolved that the Cultural Advisory Board submit the letter responding to the City Council resolution regarding the M.S. Norgoma as amended.”

CARRIED

The amended letter was reviewed and signed at the February 21, 2018 Cultural Advisory Board Meeting.

ANALYSIS

The Cultural Advisory Board and the Municipal Heritage Committee have provided a response to the request from City Council to provide an opinion on the cultural and heritage value of the M.S. Norgoma. The responses from the Cultural Advisory Board and Municipal Heritage Committee are attached.

FINANCIAL IMPLICATIONS

There is no financial impact to the City with regards to this matter.

STRATEGIC PLAN / POLICY IMPACT

This item supports the Corporate Strategic Plans Focus Area: Quality of Life – Promote and Support Arts and Culture.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager and Recreation and Culture submitted on behalf of the Cultural Advisory Board and the Municipal Heritage Committee dated 2018 03 09 concerning the Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma be received as information.”

Respectfully submitted on behalf of
the Cultural Advisory Board and
Municipal Heritage Committee,



Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

Council Report

February 21, 2018

To: Mayor Christian Provenzano, and Members of City Council

Author: Cultural Advisory Board Chair Christopher Rous and Sean Meades

Department Community Development and Enterprise Service

Re: Motion Re: M.S. Norgoma, October 10, 2017

Task: The Cultural Advisory Board and Municipal Heritage Committees were requested to provide City Council with a report providing an opinion as to the cultural and heritage value of the M.S. Norgoma to the community in its present state.

Background

The M.S. Norgoma is owned and operated by the St. Mary's River Marine Heritage Centre, which is a not for profit corporation managed by a board of directors established in 1981. The directors are volunteers that give of their time and talent in preserving this piece of Great Lakes history. With a number of new members joining the board, it is hoped that the St. Mary's River Marine Heritage Centre will enjoy renewed sustainability with an increase in curatorial skill and capacity, aesthetic improvements, and thereby increased visitation.

Analysis: Cultural Value

The MS Norgoma was a Canadian package freighter and passenger ferry that could also transport automobiles on a limited basis. Originally constructed as a steam-powered ship in 1950, the Norgoma primarily sailed the route from her homeport of Owen Sound to Sault Ste. Marie, providing a five-day round trip, once a week, colloquially known as the Turkey Trail. The Norgoma is the last surviving ship from an era before roads connected the Sault to southern Ontario and is a reminder of a time when our communities were stitched together primarily through waterways rather than highways.

Today the Norgoma demonstrates to visitors what life was like for those traveling to and from the communities of the Upper Great Lakes and showcases how marine travel was integral to our local commercial development, accommodating business travel, bringing visitors and much needed supplies to Sault Ste. Marie and other communities along the Huron North Shore and Manitoulin Island. It is unique also in its focus on the era of marine travel following the completion of the Canadian Locks up to the end of the ferry service in 1967.

As a museum, the Norgoma has three areas of interpretive focus:

- 1) The passenger and packet freighters on the Upper Great Lakes from 1856 to 1967 (which was designated a national historic event in 2008 by the national Historic Sites and Monuments Board);
- 2) The transitional architectural era where such ships consisted of both steel and wood; and
- 3) The ecological history of the St Mary's River.

There is always an element of subjectivity to cultural value, and this is true of heritage arts as much as any other dimension of culture. The Norgoma showcases unique aspects of our collective stories, and while they may not appeal to every person's interest and taste, neither does any other single element of a given community's heritage. The stories of our river, of the ships that sailed through it, and of the people who travelled it, are every bit as much a piece of our common identity as the industrial barons or prominent politicians who made their homes on that river's shore.

Financial Investment

There are currently no direct cash investments offered to the Norgoma by the City of Sault Ste. Marie. The Norgoma does enjoy in-kind services and contributions from the City, namely the meagre cost of the water line, the foregone fees at the Roberta Bondar Transient Marina and staff time contributed by the Recreation and Culture Division to attend board meetings. In the past, the Norgoma has applied for and was successful in obtaining a small grant from the City's Cultural Financial Assistance program. As such, it is among the city's many, many independent, not-for-profit organizations with a cultural focus.

Policy Implications

City of Sault Ste. Marie Corporate Strategic Plan

The future of the Norgoma is of significance to the City's corporate strategic plan's *Quality of Life* focus area, namely with respect to promoting and supporting arts and culture, and striving to create vibrant downtown areas. In addition to the cultural value outlined above, the Norgoma attracted over 5,300 visitors last year with a gradual trend of increasing visitations, contributing to the inventory of sites and activities available on the waterfront to both visitors and residents alike. The Norgoma also contributes to defining the City's waterfront by providing a link to the city's maritime

past.

Community Adjustment Committee

Among the recommendations of the Community Adjustment Committee, the Norgoma bears significance for:

- EGD-07: Develop new place-based tourism infrastructure and products in the community and surrounding area;
- EDG-10: Pursue UNESCO heritage site designation for the St. Mary's River.
- CV-04: Market our city as a preferred location for film and digital media production
- CV-06: Foster a culture of creativity and excellence by celebrating arts and culture, and providing diverse opportunities for creative expression and professional development

The Norgoma's unique footprint on the city's waterfront and inventory of tourism attractions contribute to maintaining a robust number of destinations to appeal to a wide diversity of interests. The story that the Norgoma helps tell is also a valuable piece of the story of Sault Ste. Marie, which contributes to place-making through the promotion of unique perspectives and nuanced accounts of our shared history.

Additionally, should UNESCO heritage site designation be achieved for the St. Mary's River, there is a ready location for its interpretation at the St. Mary's River Marine Heritage Centre. The ecological history of the St. Mary's River is already an area of focus of the Museum Ship, a focus which could be further developed should the time come when UNESCO designation is achieved. The Sault Ste. Marie Canal National Historic Site may be an alternative location, however its own curatorial focus is unique to the canal. No other existing cultural institutions could accommodate the interpretive responsibilities associated with the UNESCO designation without significant alterations to their own foci and mandates.

With respect to film production, the Norgoma is a unique filming location. It was used as a filming location in 2012 for *The Long Journey Home* (working title, *Midnight Sun*), and has been shown to many prospective crews as a possible location by Edge Enterprises, a local production company. Edge's coordinator of casting and locations, Jennifer Barbeau, commented that there are "many different ways you can use the boat and it dresses very well." Consequently, the Norgoma demonstrably adds to the diverse inventory of locations that help make Sault Ste. Marie and Algoma valuable filming locations.

Finally, the Norgoma also affords many prospective individuals with the opportunity for professional development within the heritage arts sector, whether they be receiving first-time employment through a summer job, or building on their skills through volunteering with the board of directors. The contributions of the Norgoma to the landscape of cultural institutions in Sault Ste. Marie deserve to be celebrated. To

foster a culture of creativity and excellence requires a degree of comfort with a mix of success and failure. Every failure is the foundation for lessons learned and the next success. Indeed, the Norgoma has had a number of resounding successes. Focusing on the struggles to the exclusion of their progress contributes to the stifling of the creative and entrepreneurial spirit that is the driver of not-for-profit organizations in the culture sector.

The outcome of recommendation CV-02: *Update the City Cultural Policy and develop a Cultural Plan*, may also have ramifications for the Norgoma in the longer term.

Downtown Strategy

Given the cultural significance and the ship's status as an attraction outlined above, retaining the Norgoma in its current place, or at least within the City's Downtown, also contributes to preserving the Downtown as the City's cultural core. Given the significant number of cultural venues that have migrated out of this neighbourhood over a number of years, the further dislocation of cultural infrastructure from the area should be viewed as a threat to sustaining the Downtown's "cultural core" status.

Challenges

Despite the significant cultural contribution outlined above, the St. Mary's River Marine Heritage Centre has endured a number of challenges throughout its history, namely

- Limited accessibility for people with mobility or endurance disabilities;
- Delayed repairs due to availability of funds and necessary infrastructure;
- Relying on volunteer labour for some renovations and coordinating use of the space for monetized purposes other than that of a museum;
- Limited public awareness of improvements that have been made; and
- Inconsistent curatorial standards and a need for appropriate storage and cataloguing of artefacts.

A number of committee members expressed a desire to see physical improvements, including the selection of a clear purpose for the upper decks and renovations to bring them in line with that purpose; completion of the exterior painting; and a more selective approach to the choice of items on display, with focus on artefacts that are immediately connected to the facility's three areas of interpretive focus.

Opportunities

A number of opportunities also exist. These include:

- Renewed community involvement, with a number of new, young volunteers joining the board of directors, and a number of professionals in the heritage and culture sectors with needed expertise volunteering to assist the board with

such tasks as grant writing, cataloguing of artefacts, and promotions;

- Strong visitation numbers have contributed to achieving financial stability. While the expenses for maintaining and renovating the vessel are significant, the funds acquired to date can be used to leverage additional public and private foundation financial support;
- The seasonal nature of the Centre contributes to keeping staffing costs low and stable, as the ship can be staffed primarily by summer students for whom the board is able to access subsidies;
- Diversified revenue streams, such as through rentals for events and occasional film shoots, if properly developed, will contribute to both public awareness of the Norgoma's contribution to Sault Ste. Marie's cultural and heritage landscape as well as contribute to the financial health of the organization, thereby allowing it to address some of its key challenges.

Conclusions and Recommendation(s)

It is the opinion of the Cultural Advisory Board that the Norgoma and its steward, the St. Mary's River Marine Heritage Centre, demonstrate cultural value with respect to:

- Heritage arts, as they are practiced by the St. Mary's River Marine Heritage Centre's volunteers and demonstrated through its interpretive focus on:
 - The passenger and packet freighters on the Upper Great Lakes;
 - The transitional architectural era of the ship; and
 - The ecological history of the St. Mary's River.
- Place-making initiatives, particularly through the promotion of the marine character and history of Sault Ste. Marie and its historic connection to other marine ports;
- The promotion of heritage arts and development of future generations of skilled workers in related cultural fields;
- Its status as an asset to local cultural industries, both established and emerging.

Consequently, the Cultural Advisory Board recommends that:

1. Ongoing preservation of the Norgoma and that a location be maintained in the City's Downtown neighbourhood;
2. While recognizing that The St. Mary's River Marine Heritage Centre is an independent not-for-profit corporation over which Committees of Council have no authority, we suggest that the Centre complete a new strategic plan that responds to the opportunities and challenges outlined in this report;
3. The St. Mary's River Marine Heritage Centre be considered the appropriate site for interpretative features that may accompany any UNESCO designation of the

St. Mary's River; and

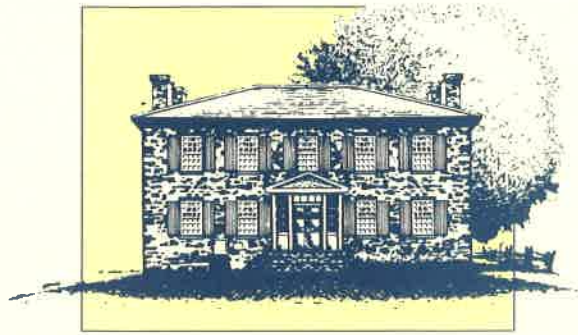
4. The development of a Cultural Plan for the City of Sault Ste. Marie take into account the cultural value of the Norgoma as outlined above.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Chris Rous". The signature is fluid and cursive, with the first name "Chris" and the last name "Rous" clearly distinguishable.

Chris Rous

Chair of the Cultural Advisory Board



*Sault Ste. Marie
Municipal Heritage Committee*

January 10, 2018

RE: Municipal Heritage Committee response to Council Resolution regarding M.S. Norgoma

The Municipal Heritage Committee feels strongly the M.S. Norgoma has significant heritage value to Sault Ste. Marie.

The Municipal Heritage Committee referred to the following definitions during their discussions which were taken from the Standards and Guidelines for the Conservation of Historic Places in Canada:

Heritage Value: Aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present and future generations. The heritage value of a historic place is embodied in its character defining materials, form, location, spatial configurations, uses and cultural associations or meanings.

Historic Place: structure building or group of buildings, landscape, archeological site or other place in Canada.

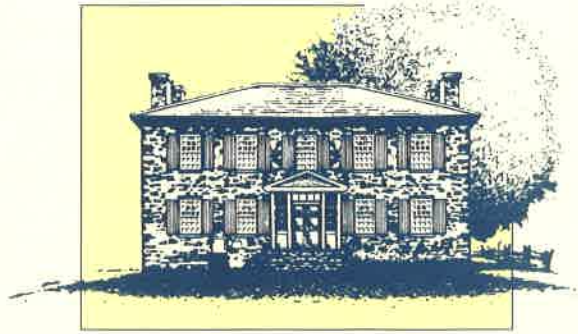
Cultural Heritage Properties Include:

- Residential, commercial, institutional, agricultural or industrial buildings
- Monuments, such as a cenotaph, public art or a statue
- Structures, such as a water tower, culvert, fence or bridge
- Natural features that have cultural heritage value or interest
- Cemeteries, gravestones or cemetery markers
- Cultural heritage landscapes
- Spiritual sites
- Building interiors
- Ruins
- Archaeological sites, including marine archaeology
- Areas of archaeological potential
- Built/immoveable fixture or chattel attached to real property

In examining the heritage value the Municipal Heritage Committee referenced the Historic Sites and Monument Board report which designated Passenger and Packet Freighters on The Upper Great Lakes (ca. 1856 – 1967) as a National Historic Event in 2011.

Passenger and packet freighters, such as the M. S. Norgoma on the Upper Great Lakes are of historical significance because:

1. they were of fundamental importance to the early and on-going settlement and development of Northern Ontario. For many decades, they were virtually the only source



*Sault Ste. Marie
Municipal Heritage Committee*

2. of transportation for goods and people to and from isolated Upper Great Lakes coastal communities;
3. they were integral components of Canada's earliest transcontinental transportation systems, supplementing and complementing the railroad service provided by the CPR for the settlement and economic development of the Canadian prairies by transporting settlers and supplies to the west and western grain to the east;
4. they gradually evolved into a distinctive marine architecture specially suited for service at the numerous, and generally small ports of the upper lakes. Construction of vessels destined for the Upper Great Lakes service contributed to the development of shipbuilding industries on the upper lakes, especially at Georgian Bay.

(reference: Historic Sites and Monuments Board, "Passenger and Packet Freighters on the Upper Great Lakes" Norman Shields, Historical Services Branch Parks Canada.)

Further, Sault Ste. Marie was an important port for the passenger and packet freighters on two of their routes. The Sault was a turn-around port for one route and a stop-over point for the route that went west to the lake head. This area was an important location for those vessels.

On behalf of the Municipal Heritage Committee,

Chair of the Municipal Heritage Committee
Lloyd Beilhartz

Emails of support to assist with developing a new plan for the M.S. Norgoma
Donna Hilsinger, Ian McMillan, Mike Delfre, David Elgie, Rob Prouse

From: Donna Hilsinger < >
Date: January 15, 2018 at 8:43:21 AM EST
To: SUSAN MYERS <susanmyers@shaw.ca<<mailto:susanmyers@shaw.ca>>>
Subject: Re: Seeking assistance forming advisory group re Norgoma Museum Ship

Good morning – I had a chat with Ian about this last week after we talked. I can't be part of the advisory group for all of their meetings but I would be happy (and so would Ian) to attend their first meeting to share my thoughts which are what I shared with you on our call – that the ship has to be part of a larger discussion followed by action around unique selling propositions used to attract meetings, conferences and sporting events to the community.

From: Ian McMillan [i.mcmillan@ssmedc.ca]
Sent: January 9, 2018 11:46 AM
To: 'SUSAN MYERS'
Subject: RE: Cruise Ship industry

The cruise ship industry is definitely in the “growth” mode. We had a record 26 visits last year, and will have the same or slightly more this year with a 3rd ship coming onto the Great Lakes in 2018 and a fourth in 2019. It is up to the ship operators however, in terms of where they direct their passengers for their shore excursions. The main ones here are the cultural tour involving the Bushplane Museum and Ermatinger-Clergue site, as well as a motorcoach tour along the shore of Lake Superior. Certainly by having a “quality” experience in close proximity to the port, would facilitate having passengers have visiting the Norgoma as an option, if they don't take one of the pre-scheduled tours. We could present to the ship operators an opportunity to include the Norgoma as part of a pre-scheduled tour, but they only have so much time on shore and they really like the options they currently have.

Ian

From: Mike Delfre [mdelfre@bushplane.com]
Sent: January 9, 2018 11:42 AM
To: 'SUSAN MYERS'; Ian McMillan; 'Carol Caputo Algoma Country'; 'Dr. Ron Common'; 'Dave Elgie'; 'Robert Prouse'
Subject: RE: Seeking assistance forming advisory group re Norgoma Museum Ship

Susan, I am happy to assist with the committee.

As Mr. Elgie points out, the cruise ship visitor volume is increasing rapidly. So is the bus tour visitor rate for both the traditional bus touring companies as well as the Roads Scholar company. We hosted a visit by the director of the Great Lakes Shipwreck Museum before Christmas. This attraction draws 75,000 visitors annually- almost 4X our visitor rate. They are interested in some joint promotion opportunities that could also benefit the Norgoma.

Mike

Emails from business leaders David Elgie, Rob Prouse

From: David Elgie [delgie@elstrong.com]

Sent: October 26, 2017 3:06 PM

To: Susan Myers

Subject: Norgoma

Susan:

Excellent presentation you gave to council on the Norgoma. I was a firm believer in getting rid of the old tub. You sold me. The city could spend a bit on money to support it as a tourist attraction instead of a lot of money to remove and change use.

The marina does not need more boat spaces. The spaces they have are not well used.

Keep up the good work.

David Elgie

President

Elstrong Management Ltd

From: Robert Prouse

Sent: January 9, 2018 1:56 PM

To: 'SUSAN MYERS'; Ian McMillan; 'Carol Caputo Algoma Country'; 'Mike Delfre'; 'Dr. Ron Common'; 'Dave Elgie'

Subject: RE: Seeking assistance forming advisory group re Norgoma Museum Ship

Hi Susan,

I would be happy to assist in any way possible.

rp

From: len@
Sent: October 10, 2017 5:53 AM
To: G Smedley ; Susan Myers
Cc: Tom Douglas
Subject:

Dear Gord & Susan,

My colleague Tom Douglas tells me that you have given tentative approval for a one-day film shoot on the MS Norgoma in connection with a historical documentary I am producing/directing for Vision-TV.

I understand that the ship museum has closed for the season and that it will again be open to the public in mid-June of next year. I further understand that you would prefer that filming be done outside your normal operating season. This would also work well for us - and to that end I will contact you in the spring with an eye to doing the shoot in early June.

I believe Tom and you talked about the payment of a small honorarium for having one-day access to the ship. As with everything these days, we are on a tight budget so this is good news for us as well. I should point out that in addition to the honorarium, economic benefit will accrue to Sault Ste. Marie through the need for us to accommodate a small crew in local motels or hotels and of course to feed them at local restaurants. In addition, we expect that we would need to hire a half dozen or so supporting cast members from the community and perhaps a locally-based makeup person.

We of course will give special credit to your organization, City Council and Sault Ste. Marie within the film and in promotional articles written about it.

If you have any questions about this matter, I would be happy to answer them by return email.

I look forward to getting things rolling with this part of the filming in the spring, and I think you and your associates for your kind consideration.

Sincerely,

Len Pearl,

Producer/Director

Search Out The Land

From: michael burtch
Sent: January 25, 2018 9:32 PM
To: Susan Myers; Sandra Hollingsworth
Subject: Re: Your thoughts

Hi Susan and Sandra

I'm pleased that the Municipal Heritage Committee and the Cultural Advisory Board were requested to prepare a report on the "Norgoma" and thank you for your efforts to do this right.

I would like to see this museum ship be recognized for the heritage value it offers to the city. For years it has been the victim of chronic under funding and has only survived because of the thousands of volunteer hours given by a group of dedicated citizens of this community who do see it's value. From my perspective many, if not all, of the negative opinions expressed about the Norgoma would be alleviated by consistent funding, from all levels of government, allowing the Board of the Norgoma to get on with the task of properly maintaining it and developing it further as an attraction. I'm sure others more qualified than I am have elaborated on the heritage value of the ship; suffice it to say that it represents a period of history on the Great Lakes that extends back to the 19th century, when industrialized water transportation was one of the keys to the opening up of northern Ontario. From 1950 until the mid 60's the Norgoma navigated the same route between Owen Sound and Sault Ste. Marie that took Tom Thomsom home from Bruce Mines in 1912 (on the Midland) and that for decades thousands of other passengers took advantage of.

There is so little of that era that has survived on our waterfront and it would be a travesty to see this part of our history disappear.

I remember fondly the wonderful evenings on the Norgoma as the Art Gallery held fundraising parties on-board and I feel that the current valiant efforts to simply keep it afloat are distracting from the potential for the community to use and enjoy this part of our material history. I also think back to the nights myself and my family spent at the B&B on-board the museum ship "the Alexander Henry" when it was housed in Kingston. The "Henry" has now been moved to Thunder Bay (the city of Thunder Bay spent \$125,000.00 for the move last summer) where it will be used as an attraction. We are literally missing the boat here. There are so many ways that a museum ship can be themed and brought to life. The educational experiences alone offered by these wonderful old workhorses are valuable. There is a huge and expanding audience for cultural and heritage experiences.

I hope these personal reflections on what I see as the value of the Norgoma can help in some small way.

Michael

From: Mike and Kathryn Luck

Sent: October 30, 2017 5:48 PM

To: Mayor Provenzano; Steve Butland; Paul Christian; Susan Myers; Sandra Hollingsworth; Judy Hupponen; Matthew Shoemaker; Rick Niro; Lou Turco; Marchy Bruni; Frank Fata; Joe Krmpotich; Ozzie Grandinetti

Subject: MS Norgoma

Dear City Council,

I am writing this letter to share reasons why I feel that the MS Norgoma is valuable to this city. I would also like to ask city council to explore restoration and expansion of the Norgoma's role as a tourist destination with the same enthusiasm that the mayor and the majority of councillors seem to be putting into the removal of the ship.

This summer, my son had his first paid summer job on the Norgoma. He has autism and worked with a teen mentor greeting tourists and performing maintenance on the boat. We were never sure if he would be able to find, let alone succeed at a job, but he thrived working on the boat and is very enthusiastic about returning if possible next summer. I am very grateful that the boat was available to offer this opportunity and to give my son such a positive experience. City council's proposal to remove the boat without any solid plan to add an attraction that provides employment for our youth (including our young adults with special needs) seems short sighted.

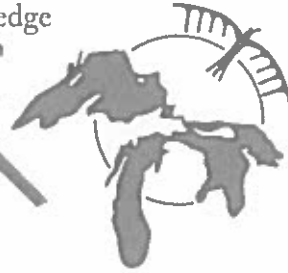
While dropping my son off at work and while waiting for him to finish, I had a unique opportunity to watch people going about their business on our boardwalk. I was amazed to see that almost everyone who walked by the boat would pause to look at it and to read the signs on its doors (even if they didn't go on board for a tour). I saw dozens of people taking selfies with the Norgoma behind them. By contrast, I did not observe a single tourist taking a photo of themselves in front of the Bondar tent or the slips of the marina. The mayor remarked that the Norgoma is the first thing that people see when they enter the marina. My impression was that he regarded the boat as an eyesore. I can't imagine that an unobstructed view of a derelict Sears store would be better. The boat is unique and special and makes our downtown marina different than any other. I believe it should be enhanced and marketed rather than being removed. Apparently, someone in Chicago sees enough value in the ship that he is willing to absorb the costs of relocating it plus refurbishing it. If councillor Shoemaker has the creativity and audacity to put a bid in for Amazon 2, I would hope that he would find the same enthusiasm for sourcing out funding or exploring the feasibility of making the Norgoma more viable than it currently is.

I was not born in Sault Ste. Marie. I fell in love with the Sault when I first visited it in the late 80's and observed the double decker buses, lock tours, the quaint downtown core and heard about its bustling winter carnival. Today, the buses and tour boats are gone, the carnival has been scaled back to be a shadow of its former self. The downtown core is very tired looking with empty stores and meth clinics, but no one in city council is proposing to bulldoze it. The Norgoma is also tired and needs a lot of help to become a real attraction in the Sault, but I believe it is worth the energy to explore its potential. It may block the view of some of the other things in our city, but it gives locals and tourists something worthwhile and unique to discover when they visit our community.

Sincerely,
Mike Luck

Northern Ontario Research, Development, Ideas and Knowledge

N·O·R·D·I·K·
INSTITUTE



Contract for Facilitation of Strategic Planning for the St. Mary's River Marine Heritage Centre (Museum Ship Norgoma)

Submitted to:
William Hollingshead
Board of Directors for the St. Mary's River Marine Heritage Centre

Submitted by:
Sean Meades, Acting Director
NORDIK Institute
1520 Queen St. East,
Sault Ste. Marie, ON
P6A 2G4

NORDIK Institute and its approach

NORDIK Institute is a community development and research institute affiliated with the Community Economic and Social Development Department at Algoma University.

The proposed activities will be conducted by a team of researchers, in keeping with NORDIK's team-based approach. The project lead will be Sean Meades, Acting Director, and include Jude Ortiz, PhD.

Sean Meades is a PhD candidate in Linguistics at York University and has over eight years of experience in community-based research and development. Sean's work with NORDIK has focused on Indigenous/Non-Indigenous relations and anti-racism; urban vitality in Northern communities; and collective impact. Sean is currently an adjunct professor at Algoma University teaching in the Community Economic and Social Development Department, including such classes as Community Based Research Methods; Global & Local Relations: Critical Perspectives on Community Development; and Social Policy in First Nation Communities.

Dr. Jude Ortiz holds a PhD in Community Development, specifically, Arts, Education and Creative Industries, from the University of the West of England and has over fifteen years of experience in community-based research and development and many additional years in cultural development at the individual, organizational and policy level. Jude has worked for NORDIK for over ten years, where her research has focused on community resilience; the role of arts and creative practice in building resilience; and social entrepreneurship. Jude is also certified in Developmental Evaluation. She is currently an adjunct professor at Algoma University teaching in the Community Economic and Social Development Department, including such classes as Environment and Community Resilience, and Project Management and Development in the Non-Profit Sector.

NORDIK Institute has completed strategic planning processes with a number of governments and institutions across Northern Ontario, including:

- Garden River First Nation (2018);
- Early Years Services for the Sault Ste. Marie District Social Services Administration Board (2017)
- Town of Hornepayne (2015)
- Town of Dubreuilville (2006)

Description of Project and Activities:

NORDIK Institute will provide the St. Mary's River Marine Heritage Centre (Museum Ship Norgoma) with facilitation services tailored to local needs. NORDIK has substantial experience with providing culturally competent and inclusive strategic planning and facilitation services, and proposed the following work plan and deliverables:

Table 1: Work plan

Timeframe	Activities
Contract Negotiation At the convenience of the Board of Directors between April 16 th – 20 th , 2018	Contract between St. Mary's River Marine Heritage Centre (Museum Ship Norgoma) and NORDIK signed. St. Mary's River Marine Heritage Centre Board of Directors provides relevant documents to NORDIK (any past plans, relevant criteria for planning unique to the client, museums, or related non-profits, etc.).
Strategic Planning Sessions At the convenience of the Board of Directors between May 7 th - 31 st , 2018	Conduct and record strategic planning exercises with St. Mary's River Marine Heritage Centre (Museum Ship Norgoma) Board of Directors, including: • Timeline of past events & lessons learned; • Establishing/revising vision & mission statements; • Identifying strengths (points to leverage); • Priority setting; • Setting measurable outcomes (Approximately 2 days [of 6 hours] should be set aside to complete all exercises)
Draft Report Completion & Request for Feedback Within two weeks following the completion of the strategic planning sessions.	Draft strategic plan complete and submitted to St. Mary's River Marine Heritage Centre (Museum Ship Norgoma) Board of Directors for distribution and further comment.
Final Report Completion Within two weeks following the response of the Board of Directors to NORDIK	Final strategic plan submitted to St. Mary's River Marine Heritage Centre (Museum Ship Norgoma) Communications & Liaison

Institute's request for feedback.

Officer.

Deliverables

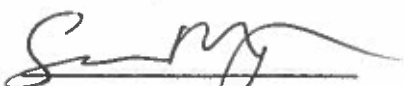
- Approximately 12 hours of facilitated strategic planning. Activities will include development of a timeline of past events & lessons learned; Establishing/revising vision & mission statements; Identifying strengths (points to leverage); Priority setting; And setting measurable outcomes.
- Draft Report due within two weeks of the final strategic planning session.
- Final Report due within two weeks of receiving feedback from the Board of Directors of the St. Mary's River Marine Heritage Centre.

Budget

Item	Cost	Due & Payable
ALL PROFESSIONAL FEES including design, creation of strategic planning framework, facilitation, report writing & incorporation of revisions.	\$800.00/day for not-for-profit corporations X 4 days (2 days of facilitation + 2 days writing & incorporation of revisions)	All services will be provided pro bono.
Total	\$0.00	

Signatures:

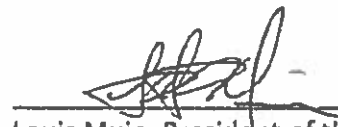
Date:


Sean Meades, Acting Director,
NORDIK Institute

17 April, 2018


Will Hollingshead, Communications & Liaison Officer,
St. Mary's River Marine Heritage Centre

17 APRIL 2018


Louis Muio, President of the Board of Directors
St. Mary's River Marine Heritage Centre

17 April 2018

Malcolm White

Subject: FW: Information from the Operator of the Keewatin
Attachments: Keewatin Midland Project (2019-2028).pdf

-----Original Message-----

From: Mayor Provenzano
Sent: Friday, April 20, 2018 2:05 PM
To: City Councillors <CityCouncillors@cityssm.on.ca>
Cc: Malcolm White <m.white@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Al Horsman <a.horsman@cityssm.on.ca>; Jordan Allard <j.allard@cityssm.on.ca>
Subject: Information from the Operator of the Keewatin

Councillors:

The email below and the material attached will be added to the addendum.

Mr. Conroy reached out to me last week and as a result of our Norgoma discussions and followed up with this material. As noted, this email and the attached material will be on the addendum but I am providing it to you in advance so you can read it this weekend if you so choose.

All the best,
CP

-----Original Message-----

From: Eric Conroy [

Sent: Thursday, April 19, 2018 12:50 PM
To: 'Eric Conroy' Mayor Provenzano <mayor.provenzano@cityssm.on.ca>
Subject: RE: Please acknowledge

From: Eric Conroy
Sent: April-17-18 7:33 PM
To: 'Mayor Provenzano'
Subject: Marine Museums..an overview

Dear Mayor Provenzano

I have Gathered the following to give you an understanding of the business of operating a retired ship as a marine museum.

There is a great interest in the marine history of Canada. In fact around the world there are a number of vessels that attract substantial visitors.

The romance of the sea and the image of sailors from the past fighting the elements attract people. Many of these ships are military vessels with long war records.

Of course the Arizona Museum in Hawaii is a memorial to the dead. Some would say the Titanic Museum in Belfast is a memorial too but by comparison it is a brash cash generator and not the solemn quiet visit to the remains of 2,000 American sailors. You have to give the Irish credit for coming up with a marine museum without the ship or the victims.

In North America there are several non military marine museums.

The Queen Mary in Long Beach is one. No longer floating it is operated on dry land As an event centre and a hotel. Officials say that it plans to develop the 40-plus acres adjacent to the ship are moving ahead and money is being spent now to restore the ship. He said much work needs to be done but added that it would be a mistake to look on the Queen Mary as a profit center. "The ship is a cultural and historic landmark and should be treated like a museum," he said. "It should not be looked on as a cash cow." The City's got involved because the once thriving downtown mercantile district was losing out to new suburban shopping malls. Storefronts were being shuttered all too regularly. Ocean Boulevard's once glittering theaters were turned into seedy adult movie houses. The future was bleak. Public officials and others, including top executives at the then Independent, Press-Telegram, were searching for a "wow" factor to revitalize the city. They especially were hoping for a major attraction to take advantage of Long Beach's underutilized waterfront.

Their prayers seemed to be answered when the Cunard Line announced it was putting its venerable ocean liner, the Queen Mary, up for sale. With a relatively short time to act, the city put a hastily packaged plan together and bought the ship for \$3.45 million. They are now into it for several hundred million US dollars and it is still not profitable but is backed by the City of Long Beach and a number of investors.

S.S.Valley Camp Purchased by Le Sault de Sainte Marie Historical Sites, Inc., for \$10,000, the ship was towed from Wisconsin to Sault Ste. Marie on July 6, 1968, during Sault Ste. Marie's tri-centennial celebration. As a museum ship, Valley Camp is listed on the National Register of Historic Places. Visitors have the opportunity to explore and look in every nook and cranny of the ship. In addition, the cargo hold houses hundreds of artifacts, paintings, shipwreck items, models, two lifeboats from the wreck of the SS Edmund Fitzgerald, and exhibits of objects related to maritime history. The Museum Ship VALLEY CAMP offers more than just a tour of her deck. Housed inside her massive cargo holds is a 20,000 square foot museum with over 100 exhibits. Estimated value now is over 50 million US dollars.

S.S.Valley Camp is well maintained and has brought in many tourists to Sault Sainte Marie Mi.. Sault Historic Sites was founded in 1967 as a well financed non-profit corporation at arm's length from Governments with the mission of preserving, restoring, and presenting the history of Sault Ste.

Marie Mi to visitors and local residents alike. Starting with the acquisition of the Museum Ship Valley Camp, Sault Historic Sites now owns and operates several locations in Sault Ste. Marie.

The Marine Museum of Manitoba is governed by a dedicated, volunteer board of directors. Board members are elected at our annual general meeting and serve one year's terms. The board of directors meets the third Tuesday of every month, providing general oversight over the organization as well as leading various museum projects and initiatives. The Marine Museum of Manitoba has established an endowment fund to provide a secure and stable source of funding for the museum today, tomorrow, and forever. Our, "Perpetual Care Fund" is held and professionally managed by the Selkirk & District Community Foundation. The Marine Museum is a non-profit organization operated by a board of local citizens operating under the name of The Marine Museum of Manitoba (Selkirk) Inc. With support from the City of Selkirk and nearby businesses, as well as from both the provincial and federal government, the museum's purpose is to collect, preserve, research, exhibit and interpret its collection of historical artifacts.

Among its collection of ships, the Motor Ship Kenora was the first acquired by the museum. Abandoned in the Selkirk Slough in 1966, the MS Kenora was purchased from Marine Transport Navigation Company in 1972, by a group of twenty Selkirk businessmen. In the summer of 1973 the Kenora was removed from the waters of the Red River on the Selkirk dry dock (marine railway), then dragged on its keel, across the grass of Selkirk Park, to its present location, near the park entrance.

The Vancouver Maritime Museum is devoted to presenting the maritime history of Vancouver, British Columbia, Canada, and the Canadian Arctic.

SINCE 1959, THE VANCOUVER MARITIME MUSEUM SOCIETY HAS WORKED TO PRESERVE AND TELL THE MARITIME HISTORY OF THE PACIFIC NORTHWEST AND ARCTIC.

The museum opened in 1959 as a provincial Centennial project. In 1972, the Vancouver Museums and Planetarium Association assumed management of the museum on behalf of the City of Vancouver. In 1974, a separate Vancouver Maritime Museum Society was formed. In 1987, the VMPA split into three institutions, with the society board assuming management on behalf of the City. Our staff and Board of Trustees work to improve the museum, create a bright future, and strengthen the connection of our maritime history to the world today. The Vancouver Maritime Museum Society is a registered non-profit. Opened in 1959 as a Vancouver centennial project, it is located within Vanier Park just west of False Creek on the Vancouver waterfront. The main exhibit is the St. Roche, a historic arctic exploration vessel used by the Royal Canadian Mounted Police. The museum also has extensive galleries of model ships, including one with historic model ships built entirely from cardboard or paper as well as a particularly fine bone model of the French warship Vengeur du Peuple which was built around 1800 by French prisoners of war, a Children's Maritime Discovery Centre, a recreation of the forecastle of Vancouver's ship Discovery, an extensive collection of maritime art, and a large library and archives. Outdoor displays include the NASA undersea research vessel Ben Franklin and the boiler of the Beaver, the first steamship in the Pacific Northwest; it also has a small heritage harbour.

There is a workshop where visitors can watch craftsmen build models. Of particular significance is the extensive Chung collection of material relating to Canadian Pacific Steamships and original hand drawn charts from Captain Cook's exploration of the Pacific. This museum has no vessels in the water or exposed to elements of nature.

So here is the point to the issue.

Relatively few ships are preserved beyond their useful life, thanks to the high cost of maintaining them against the ravages of the elements. Most are broken up and sold for scrap, while a relative handful are sunk as naval target practice, scuttled to create artificial reefs, and so on. Some survive because of historical significance, but more often due to luck and circumstance. Since an old ship tied up at dockside, without attention, still decays and eventually sinks, the practice of recent years has been to form some sort of preservation society, solicit donations from governments or private individuals, organize volunteer labor from the enthusiasts, and open the restored ship to visitors, usually for a fee. The restoration and maintenance of museum ships presents problems for historians who are asked for advice, and the results periodically generate some controversy. For instance, the rigging of sailing ships has almost never survived, and so the rigging plan must be reconstructed from various sources studying the ships also allows historians to analyze how life on and operation of the ships took place. Numerous scientific papers have been written on ship restoration and maintenance, and international conferences are held discussing the latest developments. Some years ago, the Barcelona Charter was signed by a variety of international owner organizations of traditional vessels, and provides certain accepted minimum criteria for the restoration and operation of traditional watercraft still in operation.

Another consideration is the distinction between a "real" museum ship, and a ship replica. As repairs accumulate over time, less and less of the ship is of the original materials, and the lack of old parts (or even "appropriate" work tools) may lead to the use of modern "short-cuts" (such as welding a metal plate instead of riveting it, as would be the case during the ships historical period). Visitors without historical background are also often unable to distinguish between a historical museum ship and a (more-or-less historically relevant) ship replica, which may serve solely as a tourist attraction.

KEEWATIN IS AN ANOMOLY! (Luck and Circumstance)

Keewatin was originally purchased for \$2.5 million in 2011 by SKYLINE INVESTMENTS of Toronto to promote house sales at a large development on the shores of the Severn Sound in Southern Georgian Bay. This development took in the entire dock area used by the Canadian Pacific Railway Steamship Company from 1912 until 1967. It sat fallow until 2010. KEEWATIN worked out of these docks and Owen Sound before that covering 1907 until 1967. The ship was featured in a book written in the US called FAREWELL TO STEAM as an example of the last of the great Edwardian Ships built during the reign of King Edward 1900 to 1920. A fellow named Rolland Peterson who owned a marina on a small lake in a bend of the Kalamazoo River in Western Michigan got the book for Christmas. His Marina wanted to appeal to the large lake cruisers from Chicago across the Lake Michigan to where the Kalamazoo entered so they would come and visit his

marina. So, he thought if he bought the now retired KEEWATIN at a bargain he could promote it as a "MINI TITANIC" and attract the Chicago big spenders. It worked. He paid \$37,000 and for 45 years and he became very rich and successful. Now the ship was in working condition when he bought it and he had an employee in the Marina that had marine engineering experience, plus he had been in the navy. He sought out several people to help him run this attraction and happened upon a couple of childless school teachers that had a slip in his Marina. Bob and Cindy Zimmerman where only too happy to have a summer job and work the Keewatin.

Both are well educated and decided to take on the challenge of being the curators of this fine vessel. The rest is history. In their many years with Keewatin they did endless research into the ship and its history. They took on gathering, displaying and cataloguing the artifacts and have written an extensive book on Keewatin, the Canadian Pacific Company and Canadian history. The ship was kept in relatively good shape.

This is where I came in. In 1995 I hired a model maker to construct a scale replica of the steamer Keewatin because I had worked on her as a teenager and my life lessons from her contributed to my success as an adult. I was unaware Keewatin had been sold because the help had all left after the last season being told she was going to the scrap yard. The model builder quickly found out Keewatin was still on the sunny side of the water in Michigan. It didn't take me long to drag my wife down to see her for myself. Long and the short of it I became friends with the Zimmermans and Rolland Peterson for over 15 years.

In July 2010 Peterson's only son made a comment to the local paper that as soon as his 87 year old father Rolland passed he was cutting up Keewatin for scrap and antiques and selling the property off for town houses. RJ was furious. He called me and asked me to find a way to get it back to Canada. I did.

I called Skyline investments who owned Port McNicoll and it was all they could do to get the money out fast enough. By the end of August Skyline had bought Keewatin and as I was newly retired and in the middle they hired me to get it home. I did that June 23 2013 There actually has been a movie made about this so let's move to the current state. We established a Charitable Foundation to run the ship for Skyline and build it into a tourist attraction. KEEWATIN attracted a lot of volunteers. Some excellent, some less so but between June 2013 Keewatin as been well restored to a very high standard and is a successful tourist attraction.

It has not come cheap. Skyline has invested around \$6,000,000, a Canada 150 grant was achieved for \$480,000. Keewatin has attracted several million in donations, materials, artifacts and volunteer labour. What could go wrong? In the summer of 2017 SKYLINE received an unsolicited offer of \$42,000,000 for the development from a foreign buyer. At first the buyer didn't want Keewatin and we began negotiations with neighbouring Midland to take the Canadian treasure. The offer was, in return for a tax receipt SKYLINE would donate the asset KEEWATIN (now valued at \$48.3 million). Also the Charitable Foundation and volunteers to run it would go with the ship to the Town along with all costs covered, a guarantee of 10 years profitability and a \$1,000,000 donation for the building of a future docking site. Midland turned it down.

In hindsight it was probably good they did. If you read how all the other Museums work they have dedicated Charitable Foundations owning/leasing and operating the sites. That is the way to do it.

We are now applying to the CRA to become a Class B Museum. As such we can give Skyline the CRA tax receipt it desires to be able to exit from the project while giving the Charitable foundation a large enough grant to be put into perpetuity and guarantee a long term future. We are negotiating with Tay Township and the new owners for a lease to stay here but we are also looking for other opportunities with other Canadian locations on the Great Lakes.

As promised please find our 10 year PROFORMA for the successful operation of KEEWATIN.

It is dependent on visitors. To get those we have a well trained, dedicated volunteer group for maintenance, museum work, tour guides and engineering.

Most importantly an organization needs funds for advertising and a market that is promoting it's tourism. Our area here known as the Heart of Georgian Bay is working hard at that. Of course all the heavy lifting is done and the ship is mostly restored. Norgoma will need a several hundred thousand dollar injection just to get started.

I hope this mini novel can shed some light on your situation. It is doomed to failure if it doesn't have copious funding, experienced talent, a registered charitable foundation with power and support of the community businesses, municipality, the Province and the Feds. The vessel itself needs to have a pedigree and a plan to use it to further the understanding of the history it represents and a way to make it valuable to everyone.

Regards

Eric
Eric Conroy, President/CEO
Friends of Keewatin
Visit the S.S. Keewatin
in the Heart of Georgian Bay

S.S.Keewatin
Midland Operation
Proforma Income Statement 2019-2028
in CAD

		annual										
	note	change	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Tours (Visitors)	1	5.00%	18,000	18,900	19,845	20,837	21,879	22,973	24,122	25,328	26,594	27,924
Avg Ticket Price	2	\$ 1.00	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50	\$23.50	\$24.50	\$25.50	\$26.50
Revenue												
Tour Revenue			315,000	349,650	386,978	427,164	470,401	516,894	566,860	620,531	678,152	739,984
Ghost Tours	1	5.00%	36,000	37,800	39,690	41,675	43,758	45,946	48,243	50,656	53,188	55,848
Gift Shop	1	5.00%	30,000	31,500	33,075	34,729	36,465	38,288	40,203	42,213	44,324	46,540
Other donations, TV shows, rentals	5	5.00%	93,000	97,650	102,533	107,659	113,042	118,694	124,629	130,860	137,403	144,274
Total Revenue			474,000	516,600	562,275	611,226	663,666	719,823	779,936	844,260	913,067	986,645
Wages												
President	8		96,000	96,000	96,000	96,000	96,000	96,000	96,000	96,000	96,000	96,000
General Manager	6	2%	54,000	55,080	56,182	57,305	58,451	59,620	60,813	62,029	63,270	64,535
Tour Guide & Personnel	5	7%	24,500	26,215	28,050	30,014	32,115	34,363	36,768	39,342	42,096	45,042
Student Guides	7	7%	15,086	16,142	17,272	18,481	19,774	21,158	22,640	24,224	25,920	27,734
Volunteers			-									
Book Keeper	5	7%	4,200	4,494	4,809	5,145	5,505	5,891	6,303	6,744	7,216	7,722
Ticket Manager/Store Supervisor	6	2%	21,000	21,420	21,848	22,285	22,731	23,186	23,649	24,122	24,605	25,097
Artifacts/Display Manager	6	2%	12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341
Housekeeping Manager	6	2%	17,880	18,238	18,602	18,974	19,354	19,741	20,136	20,538	20,949	21,368
Housekeeping Staff (Volunteer)			-									
Maintenance Staff	6	2%	10,500	10,710	10,924	11,143	11,366	11,593	11,825	12,061	12,302	12,548
Total Wages			255,166	260,538	266,172	272,082	278,285	284,801	291,647	298,846	306,418	314,388
Benefits												
Total Wages & Benefits			255,166	260,538	266,172	272,082	278,285	284,801	291,647	298,846	306,418	314,388
Non-Payroll Expenses												
Hydro	10	5%	5,025	5,276	5,540	5,817	6,108	6,413	6,734	7,071	7,424	7,795
Cost of Sales Gift Shop	11	60%	18,000	18,900	19,845	20,837	21,879	22,973	24,122	25,328	26,594	27,924
Cleaning Supplies	9	2%	7,000	7,140	7,283	7,428	7,577	7,729	7,883	8,041	8,202	8,366
Equipment Expense	9	2%	400	408	416	424	433	442	450	459	469	478
Communications	9	2%	1,766	1,801	1,837	1,874	1,912	1,950	1,989	2,029	2,069	2,111
Waste Removal	5	7%	2,500	2,675	2,862	3,063	3,277	3,506	3,752	4,014	4,295	4,596
Uniforms	5	7%	5,150	5,511	5,896	6,309	6,751	7,223	7,729	8,270	8,849	9,468
Training CPR course	9	2%	3,600	3,672	3,745	3,820	3,897	3,975	4,054	4,135	4,218	4,302
Training first Aid Course	9	2%	990	1,010	1,030	1,051	1,072	1,093	1,115	1,137	1,160	1,183
Maintenance Defibrillator	9	2%	300	306	312	318	325	331	338	345	351	359
Repairs & Maintenance	9	2%	3,300	3,366	3,433	3,502	3,572	3,643	3,716	3,791	3,866	3,944
Bank Fees , Credit cards	14	2%	9,480	10,332	11,246	12,225	13,273	14,396	15,599	16,885	18,261	19,733
Advertising & Promotion	9	2%	19,000	19,380	19,768	20,163	20,566	20,978	21,397	21,825	22,262	22,707
Insurance	12	5%	20,004	21,004	22,054	23,157	24,315	25,531	26,807	28,148	29,555	31,033
Municipal Taxes	13		-									
Legal/Professional fees	9	2%	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951
Volunteer Expense	9	2%	6,000	6,120	6,242	6,367	6,495	6,624	6,757	6,892	7,030	7,171
Total Non-Payroll Expenses			112,515	117,101	121,915	126,968	132,275	137,848	143,704	149,856	156,322	163,119
Capital Repairs	15	8%	40,000	41,328	44,982	48,898	53,093	57,586	62,395	67,541	73,045	78,932
Total Wages, Expenses & Capital			407,681	418,967	433,068	447,948	463,653	480,235	497,746	516,243	535,786	556,439
Profit/Loss			66,319	97,633	129,207	163,278	200,013	239,588	282,190	328,018	377,282	430,206

Assumptions:

- (1) visitors to increase 5% each year after 2019
- (2) assume avg ticket price to go \$1 per year
- (3) based on historical data, does not include Government grants or sponsorships
- (4) assumption that CPI will increase a normal 1-3% over the next 10 years, so we will use the average of 2%
- (5) increased based on increase in number of visitors+CP
- (6) all other wages are increased with the CPI
- (7) guides to go from 5 to 8 for 2019, min wage 2017 \$10.70, 2019 \$14.10 assume 70% to be paid by Government program:
- (8) current president to retire at end 2023, new President rate - no change
- (9) increased by CPI
- (10) Hydro rates increase assumed at 5%
- (11) based on historical data
- (12) increase at the same percent as visits 5%
- (13) assuming no taxes if Midland owns
- (14) 3% of revenue by collected by credit cards (2/3 of revenue is paid by credit cards)
- (15) based on historical data, 8% of revenue

Subject: FW: Please provide Council members with a copy of this prior to the April 23 meeting

From: Tom Douglas
Sent: Friday, April 20, 2018 4:23 PM
To: Malcolm White <m.white@cityssm.on.ca>

Subject: Please provide Council members with a copy of this prior to the April 23 meeting

As an ex-pat Sooite who has spent a long career in the writing and promotion business, I am appalled at the short-sightedness of those people who would move the Norgoma. This is a piece of Great Lakes history that could and should be developed into a showpiece that the Soo can be proud of. I think of the HMCS Haida in Hamilton, the HMCS Sackville in Halifax, the HMCS Ojibwa in Port Burwell and other Canadians ships that have been preserved because of their rich heritage, I get the feeling that the Soo - as much as I love the place - is going to boot it again and let another historical treasure slip through its unimaginative fingers.

As an author and Canadian historian, I implore the powers-that-be to look beyond the myopic take on the city's heritage that has always seemed to be the norm and keep the Norgoma on the Soo waterfront for future generations. There are a vast number of uses to which this maritime treasure could be put. I urge the city decision-makers to think outside of the box and preserve this Canadian icon rather than allowing some Yankee peddler from Chicago to remove it and make a fortune out of it.

Sincerely,

Tom Douglas

Author/Editor/Freelance Writer

If the city was successful in obtaining the former tank farm property on Bay Street just west of Purvis for a buck, it could be the new home for the Norgoma.

The property is large and when you look at it on google earth and plant the Norgoma on it, the boat doesn't take up much room.

A trench could be dug through the property allowing the Norgoma to be floated to the desired location.

Once in place, close off the south end of the trench, pump the the now enclosed trench full of water which would perch or lift the Norgoma up, similar to a lock, then backfill the trench and all around the boat which will allow the boat to sit high and pretty much dry once the water subsides and the trench is filled in.

The new location would tie the Heritage building, the Old Stone House and the Bush Plane Museum all together with the Norgoma.

The entire area could be named which would be easier to market, each unit keeping its own identity but name the area, similar to Science North, it may be easier to get funding from the government to restore the Norgoma and support the other entities need.

The balance of that property could be developed into a overnight RV park that allows people to stay and play in our area but restrict the stay to only a few nights to avoid it becoming an exclusive destination for only a few.

Malcolm White

Subject: FW: Please provide Council members with a copy of this prior to the April 23 meeting

From: len_historicalfilmstudios

Sent: Friday, April 20, 2018 4:27 PM

To

Subject: RE: Please provide Council members with a copy of this prior to the April 23 meeting

I agree with Mr. Tom Douglas' statement. Please look at the long term benefits to the community rather than a short term gain.

All best,

Len

----- Original Message -----

Subject: Please provide Council members with a copy of this prior to the April 23 meeting

From: "Tom Douglas" <

Date: 4/20/18 1:23 pmen

To: m.white@cityssm.on.ca

As an ex-pat Sooite who has spent a long career in the writing and promotion business, I am appalled at the short-sightedness of those people who would move the Norgoma. This is a piece of Great Lakes history that could and should be developed into a showpiece that the Soo can be proud of. I think of the HMCS Haida in Hamilton, the HMCS Sackville in Halifax, the HMCS Ojibwa in Port Burwell and other Canadians ships that have been preserved because of their rich heritage, I get the feeling that the Soo - as much as I love the place - is going to boot it again and let another historical treasure slip through its unimaginative fingers.

As an author and Canadian historian, I implore the powers-that-be to look beyond the myopic take on the city's heritage that has always seemed to be the norm and keep the Norgoma on the Soo waterfront for future generations. There are a vast number of uses to which this maritime treasure could be put. I urge the city decision-makers to think outside of the box and preserve this Canadian icon rather than allowing some Yankee peddler from Chicago to remove it and make a fortune out of it.

Sincerely,

Tom Douglas

Author/Editor/Freelance Writer

Malcolm White

Subject: FW: Good luck!

At the request of Councillor Myers

From: Cora-Marie Price <

Date: April 20, 2018 at 5:51:05 PM EDT

To: <s.myers@cityssm.on.ca>

Subject: Good luck!

Dear Susan, I am not a resident any more but have lived in the Sault frequently over my 88 years.

Saving that ship is of great importance for the future health of the city which always seems to decide that revenue must come from polluting industry rather than our fascinating river history and gorgeous surroundings. The tourism potential is great as well as reminders to residents of our history - our river was our road.

I was a frequent passenger on that ship in order to visit my father on the Bruce Peninsula - Southbay Mouth to Tobermory.

Unfortunately, I cannot attend Monday for I will be visiting a dying classmate in London, ON.

I am proud of you for doing the right thing. Marie Price

Sent from my iPad



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

COUNCIL REPORT

January 22, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Street Assumption, Closing and Conveyance – Peer Street

PURPOSE

The purpose of this report is to seek Council's approval to assume, close and convey Peer Street (PIN 31486-0010 (LT)) and 0.30m Reserve on the Easterly limit of Peer Street (PIN 31486-0009 (LT)) in the Peer Subdivision to Mr. Daniel Fremlin, or as he may further direct.

ATTACHMENT

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

BACKGROUND

The Legal Department received a request to close and convey Peer Street described as PCL STREETS-1 SEC 1M448; PEER ST PL 1M448 RANKIN LOCATION; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision from Mr. Wayne Chorney, solicitor for Mr. Daniel Fremlin.

The request was circulated to various City Departments and the Conservation Authority for comments. There were no objections to assuming, closing and conveying the subject property.

The Conservation Authority advised that the subject property is not located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference and Wetlands and Alterations to Shoreline and Watercourses. The subject property would provide access to 0 Queen Street East for future development. 0 Queen Street East is within their regulated area and would require a permit from their office for development.

Street Assumption, Closing and Conveyance – Peer Street

2018 01 22

Page 2.

The Engineering Department advised, as per PUC Services Inc., water frontage charges would need to be assessed and would be due if applicable at such time as the parcel being sold by the City and Block 6, Lot 68 are adjoined.

The Planning Department has advised that there are two abutting property owners who have an interest in the subject property. From a planning perspective, it would be preferable to sell the entire right-of-way to Mr. Fremlin to protect the future development potential of the rear lands.

Two abutting property owners have expressed ill-intentioned interest in the subject property.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The Legal Department recommends selling the subject property in its entirety to Mr. Fremlin for the purpose of constructing a single-detached home in the rear lands.

By-law 2018-17 being a by-law to assume Peer Street and By-law 2018-18 being a by-law to stop up, close and convey Peer Street appear elsewhere on the Agenda and are recommended for your approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/mw
Attachment



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

March 19, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Closing and Conveyance of Peer Street

PURPOSE

The purpose of this report is to advise Council of the objection received to the closing and conveyance of Peer Street.

ATTACHMENT

Attached as Schedule "A" is a copy of the objection received.

BACKGROUND

The Legal Department received a request from Mr. Wayne Chorney, solicitor for Mr. Daniel Fremlin, to close and convey Peer Street.

On January 22, 2018 By-law 2018-18 was presented to Council for First and Second reading. By-law 2018-18 is a by-law to stop up, close and authorize the conveyance of Peer Street and a 0.30m Reserve on the Easterly limit of Peer Street.

As per the City's procedure, Notice of the Proposed Street Closing was published in the Sault Star and on the City's website on March 3, 2018. The Notice advised written objections could be delivered to the Legal Department prior to the Third reading of the by-law.

The attached objection was received from Mr. Dan Flint of 4075 Queen Street East on Thursday, March 15, 2018. 4075 Queen Street East abuts the south side of Peer Street.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

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:

The Legal Department recommends this matter be postponed to the April 23, 2018 Council Meeting.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/mw
Attachment

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\Closing and Conveyance of Peer Street.docx



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

COUNCIL REPORT

April 23, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, Senior Planner, RPP

DEPARTMENT: Community Development and Enterprise Services

RE: A-7-18-Z.OP – 248 Wallace Terrace & 292 Farwell Terrace

PURPOSE

The Applicant is seeking Council's approval to permit the subject property to be utilized for additional parking in association with the existing auto body shop located at 252 Wallace Terrace.

PROPOSED CHANGE

The Applicant, Victor Alfano, is requesting an Official Plan Amendment to redesignate the subject property by way of a notwithstanding clause to the Residential policies, to permit the parking of vehicles in association with the auto body shop located at 252 Wallace Terrace. The Applicant is also requesting a rezoning from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit the parking of vehicles upon the northern portion of the subject property (formerly 292 Farwell Terrace), in association with the auto body shop at 252 Wallace Terrace.

Subject Property:

- Location – The 'L' shaped property has frontage upon the north side of Wallace Terrace approximately 28m (92") east of its intersection with Farwell Terrace, and the east side of Farwell Terrace approximately 40m (131') north of its intersection with Wallace Terrace.
- Size - 12.9m (42.3') frontage along Wallace Terrace and 12.2m (40') frontage along Farwell Terrace, totalling 993m² (10,689ft²)
- Present Use – Vacant Residential
- Owner – Victor Alfano

BACKGROUND

In 2008 Council approved a rezoning at 248 Wallace Terrace to permit parking in association with the abutting auto body shop. The parking was to be located behind the existing dwelling. At that time it was argued the additional parking

would alleviate on-street parking issues in front of the abutting auto body shop at 252 Wallace Terrace.

In 2016, 248 Wallace Terrace and 292 Farwell Terrace were merged to create one contiguous parcel which is the subject property, now referred to as 248 Wallace Terrace.

ANALYSIS

Conformity with the Official Plan

The subject property is designated Residential on Land Use Schedule 'C' of the Official Plan. The proposal to permit parking in association with the auto body shop does not conform to Residential Land Use Designation and as such, an Official Plan amendment, by way of a notwithstanding clause is also being requested.

The existing auto body shop is a Legal Non-conforming use which has existed since the late 1940's.

As per Section 2.3.1 of the Official Plan, "Residential land use primarily includes buildings used as dwellings. Other uses associated and accessory to the residential uses that contribute to the completeness of the neighbourhood but do not depreciate or affect the amenity of the residential environment are permitted...Small scale commercial uses which are compatible with the residential nature of the area" are also permitted.

It is Planning Staff's opinion that the applicant's proposal to utilize the subject property for parking in association with the auto body shop would not be considered small scale commercial development. Furthermore, the proposed use would not be compatible with the adjacent residential area, and would depreciate and negatively affect the amenity of the residential environment.

Section 5.3 of the Official Plan speaks to the overall approach to dealing with the expansion of legal non-conforming uses:

"An existing use which is not permitted by a subsequent Zoning By-law is legal non-conforming. It is seen as undesirable, and the intent is that the use shall eventually terminate. If the use is reasonably compatible with other uses in its vicinity it may be permitted to expand or redevelop, subject to any conditions or standards Council or the Committee of Adjustment deems appropriate to enhance the compatibility and amenity with respect to abutting uses."

While legal non-conforming uses may continue to exist and operate, they cannot expand without municipal approval, and the overall intent is that they 'eventually terminate'. In this case, the auto body shop use is not compatible with abutting residential uses. While the applicant's request does not propose to expand the

auto body shop building, increasing the parking associated with the use would in fact result in an expansion of the use.

The above noted concepts are discussed in greater detail below.

Comments

The applicant is proposing to demolish the existing home at 248 Wallace Terrace, and create a fenced parking area upon the entirety of the 'L' shaped subject property.

Locally, auto body shops are treated as industrial uses. There are also auto body shops that are located as accessory uses to automobile dealerships, and a body shop at 1044 Great Northern Road which was rezoned in 2016. In these cases, the auto body shops are located on much larger properties and significant distances away from residential uses. Offsite impacts associated with auto body shops include noise, dust and odour. Furthermore, auto body shops require a fairly significant outdoor storage/compound area for wrecked vehicles and parts, which can be unsightly, and in some cases lead to contamination from oils and other liquids leaking into the ground.

Planning staff's concerns with this application are twofold:

1. Allowing the subject property to be utilized for parking in association with the abutting auto body shop would result in a larger outdoor storage compound, which would be unsightly to neighbouring properties.
2. Approval of this application would increase the overall viability of the existing legal non-conforming use, which as previously stated, is intended to terminate at some point in the future.

This is not a criticism of the body shop owner or the way the business is operated, rather, it is quite simply the nature of auto body shops, which include compound areas with wrecked vehicles and parts. The situation at 252 Wallace Terrace is no different, as evidenced by the attached air photo (2016), Google Streetview image, and a number of pictures which were captured as a result of neighbourhood complaints. It is also noted that the body shop use also includes towing services, which creates additional potential for the storage of wrecked and un-plated vehicles.

It is recognized that the character of this area is mixed. There is vehicle repair and maintenance garage directly across the street to the south, and a gas station to the southwest, The remainder of the area is residential, with an apartment building at 254 Farwell Terrace which abuts the body shop to the west, and single detached homes to the north and east.

With regards to the nearby garage and gas station, in both cases the lots are 'through lots', with multiple frontages. The fuel station parcel can be characterized as an 'island', with streets on all four sides, and subsequently no direct, abutting residential neighbours. In the case of the repair garage to south, it has frontage on three sides, with one abutting residence to the east. These uses can be characterized as less intensive than that of a body shop and they are not directly surrounded by residential uses.

Consultation

The following Departments/Agencies commented on this Application as part of the consultation process:

- No Comment/Objection: Economic Development Corporation, Municipal Heritage Committee, Accessibility Advisory Committee, Fire Services, Building Division, Legal, Engineering, Community Development & Enterprise Services, PUC, Public Works and Transportation, Ministry of Municipal Affairs & Housing, Ontario Power Generation, Ministry of the Environment
- See attached comments from the Sault Ste. Marie Region Conservation Authority, Public Works, Engineering Services, Building Division

Correspondence from the Conservation Authority (CA) notes no objection, but reminds the applicant that the subject property is within the CA's regulated area; therefore a permit from the CA will be required prior to any development or site alteration.

Public Works notes that the current inadequate parking allowance at 252 and 248 Wallace Terrace has led to service requests from the applicant, in contravention to the winter control sidewalk policy and practices. Public Works staff is of the opinion that this proposal will alleviate these concerns.

As previously mentioned, in 2008, an application was approved to permit parking behind the house at 248 Wallace Terrace, in association with the auto body shop. This zoning still applies. At that time, it was argued that the new parking area would alleviate on-street parking issues. In reality, much of the property was utilized as a storage compound for wrecked vehicles and parts. On-street parking in front of the body shop and house at 248 Wallace Terrace continued after the rezoning approval, as evidenced by complaints to Building Division, which are discussed below.

Engineering Services notes that runoff from the property should be contained before outletting to the municipal system and no drainage should be directed to adjacent properties. Runoff from the site should conform to the Sewer Use By-law, which may require the parking area to be paved and the installation of an

Oil/Grit Separator. Prior to development, a lot grading and servicing plan should be provided to show how the comments above are addressed. Engineering's main concern is the potential for oils and other liquids to leak from wrecked vehicles and contaminate soils. Such contamination could migrate to adjacent residential properties or the city owned right of way.

Building Division indicates there have been several complaints and orders against 248 and 252 Wallace Terrace. The complaints are generally property standards issues related to tall grass, storage of derelict vehicles and parts behind 252 Wallace Terrace, parking vehicles in front of 252 Wallace Terrace and on the City owned Boulevard. As previously noted, a number of pictures are attached depicting the long term storage of wrecked automobiles. It is recognized that these photos, along with the Google Earth Streetview picture and air photo map represent a snapshot in time, but the nature of the business will again result in repeating this situation.

Neighbourhood Meeting

On December 13, 2017 the applicant hosted a neighbourhood meeting at City Hall. Mailing labels were provided to the applicant for all property owners within 120m (400') of the subject property, which is consistent with the notice requirements of the Planning Act, and those who were circulated as part of the processing of this application. The meeting was attended by 4 neighbours, Councillor Fata, Planning staff, the applicant and his solicitor. Neighbours were generally appreciative that the applicant hosted a neighbourhood meeting. Concerns were raised with regards to the parking of wrecked vehicles, property standards and the potential for the compound area to become a scrap yard. Concerns were also raised with regards to rats in the area. Some neighbours suggested they would have no concerns if the area was used as a parking lot for plated vehicles, rather than a compound area for wrecked or scrapped vehicles.

FINANCIAL IMPLICATIONS

Approval of this Application will not impact municipal funds.

STRATEGIC PLAN / POLICY IMPACT

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

SUMMARY

Although the application is to allow the parking of vehicles in association with the auto body shop, it is likely that the subject property will be utilized as a storage compound for wrecked and un-plated vehicles, and parts. This has been the case since the 2008 zoning approval. At that time, the request was for a parking area, and in reality, the majority of, if not all of the vehicles parked at 248 Wallace Terrace were inoperable. In addition, cars continue to be parked in front of the body shop, the existing house at 248 Wallace Terrace, and on the public ROW.

Again, this is not a criticism of the owner or the way the business is operated, it is simply the industrial nature of the use. Consequently, Planning staff cannot support this application.

RECOMMENDATION

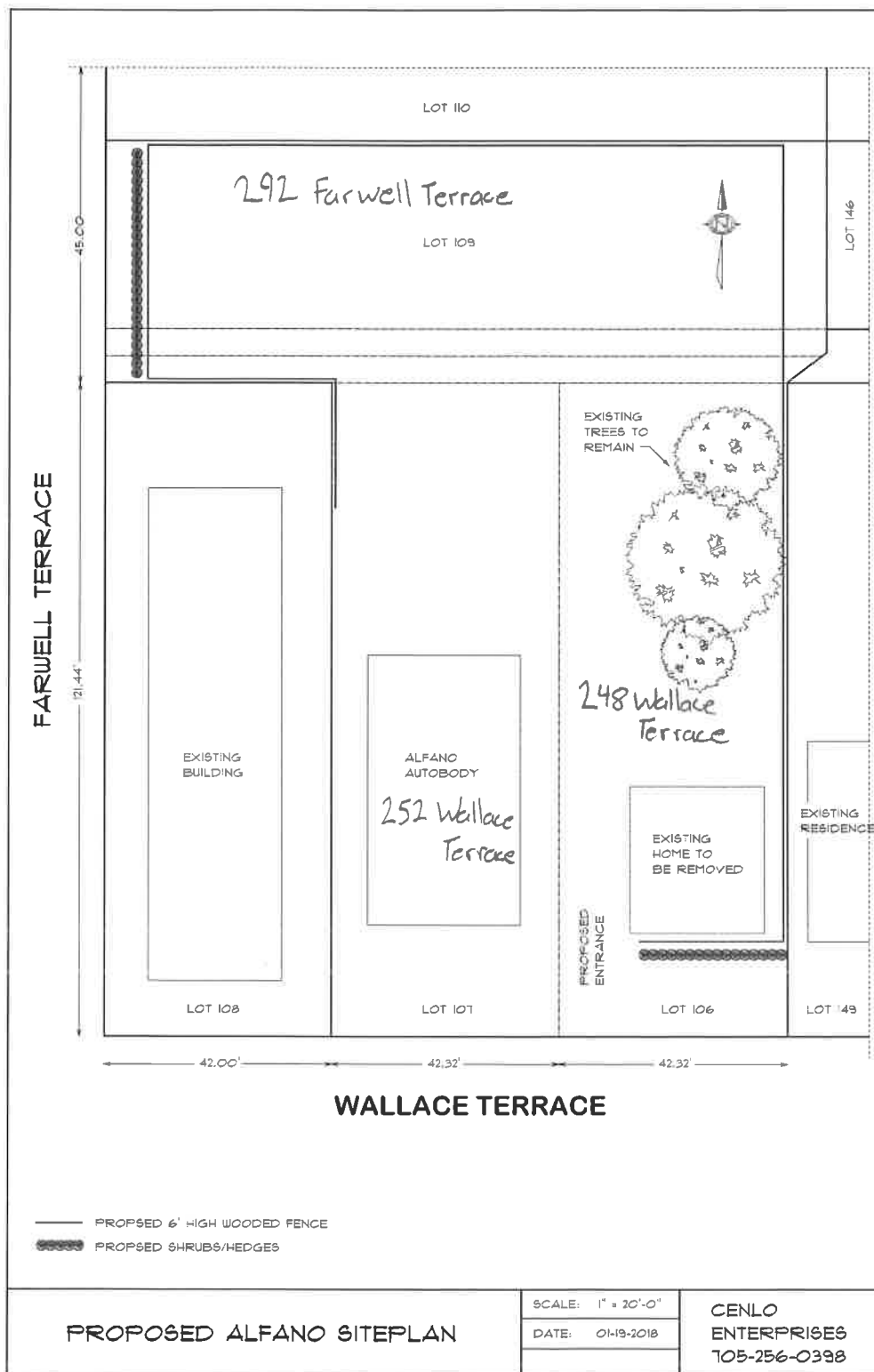
It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2018 04 28 concerning the Rezoning Application A-7-18-Z.OP be received and Council deny the applicants request to amend the Official Plan Amendment by way of a notwithstanding clause to the Residential policies and rezone the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit the parking of vehicles upon the subject property, in association with the auto body shop at 252 Wallace Terrace

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'P. Tonazzo', is written over a light blue horizontal line.

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



Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Monday, March 26, 2018 1:51 PM
To: Stephanie Perri
Subject: SSMRCA Response - A-7-18-Z.OP - 248 Wallace Terrace and 292 Farwell Terrace

March 26, 2018

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-7-18-Z.OP
Victor Alfano
248 Wallace Terrace and 292 Farwell Terrace
Sault Ste. Marie

The subject property (specifically the area of 292 Farwell Terrace, Lot 109) is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg. 176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the lot identified as 292 Farwell Terrace will require a site plan review by SSMRCA and may require a permit.

SSMRCA has no objection to this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics



2018 04 09

Don McConnell, RPP
Planning Director

Dear Don:

Re: Application No. A-7-18-Z.OP

Request for an amendment to the Zoning By-law and Official Plan

Victor Alfano

248 Wallace Terrace and 292 Farwell Terrace

Please accept this letter from Public Works in response to the application for the above noted civic addresses. PW supports this request and would like to provide Planning with the comment that the current inadequate parking allowance at 252 and 248 Wallace Terrace has led to service requests from the applicant in contravention to the winter control sidewalk policy and practices. We expect that this proposal will alleviate these concerns.

Should any further information be required, please do not hesitate to contact the undersigned.

Respectfully,

A handwritten signature in cursive script, appearing to read "Susan Beach", is written over a horizontal line.

Susan Hamilton Beach, P. Eng.
Director
Public Works
705.759-5207
s.hamiltonbeach@cityssm.on.ca

c. M. McAuley, Municipal Services Engineer
P. Tonazzo, Senior Planner
R. Gardner, PW - Area Coordinator



2018 04 09

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-7-18-Z.OP
248 WALLACE TERRACE & 292 FARWELL TERRACE
VICTOR ALFANO

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

- Runoff from the property should be contained within the property before outletting to the municipal system. No drainage should be directed to adjacent properties.
- Runoff from the site should conform to the Sewer Use By-law (2009-50). This may require that the parking area be paved and that an Oil/Grit Separator be installed.
- A lot grading and servicing plan should be provided to show how the comments above are addressed.

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

A handwritten signature in black ink, appearing to read 'MMA', is written over a horizontal line.

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

MM/

c Susan Hamilton Beach, P. Eng., Director of Public Works
Don Elliott, P. Eng., Director of Engineering

Peter Tonazzo

From: Francois Couture
Sent: Thursday, April 12, 2018 1:29 PM
To: Peter Tonazzo
Subject: Application Number A-7-18-Z, OP
Attachments: 20180412104940.pdf

Hello Peter,

Upon review of the property file, it appears that several complaint have been filed and property orders have issued against 248 and 252 Wallace Terrace. All related complaints have been attached for your information. The Building division has no further comments in regards to the application.

Regards,

Francois.

Francois Couture, CBCO
Co-ordinator of Plans Examination &
By-Law Enforcement Officer for
The Corporation of the City of
Sault Ste. Marie, Ontario

99 Foster Drive
5th Floor, Building Division
Sault Ste. Marie, Ontario
Canada, P6A 5X6

Tel: (705) 541-7335
Fax: (705) 541-7165
E-mail: f.couture@cityssm.on.ca

252 Wallace Terrace

Legend

- Douglas St at Farwell Terrace

248 Wallace
Terr.

252 Wallace Terr.

Google Earth

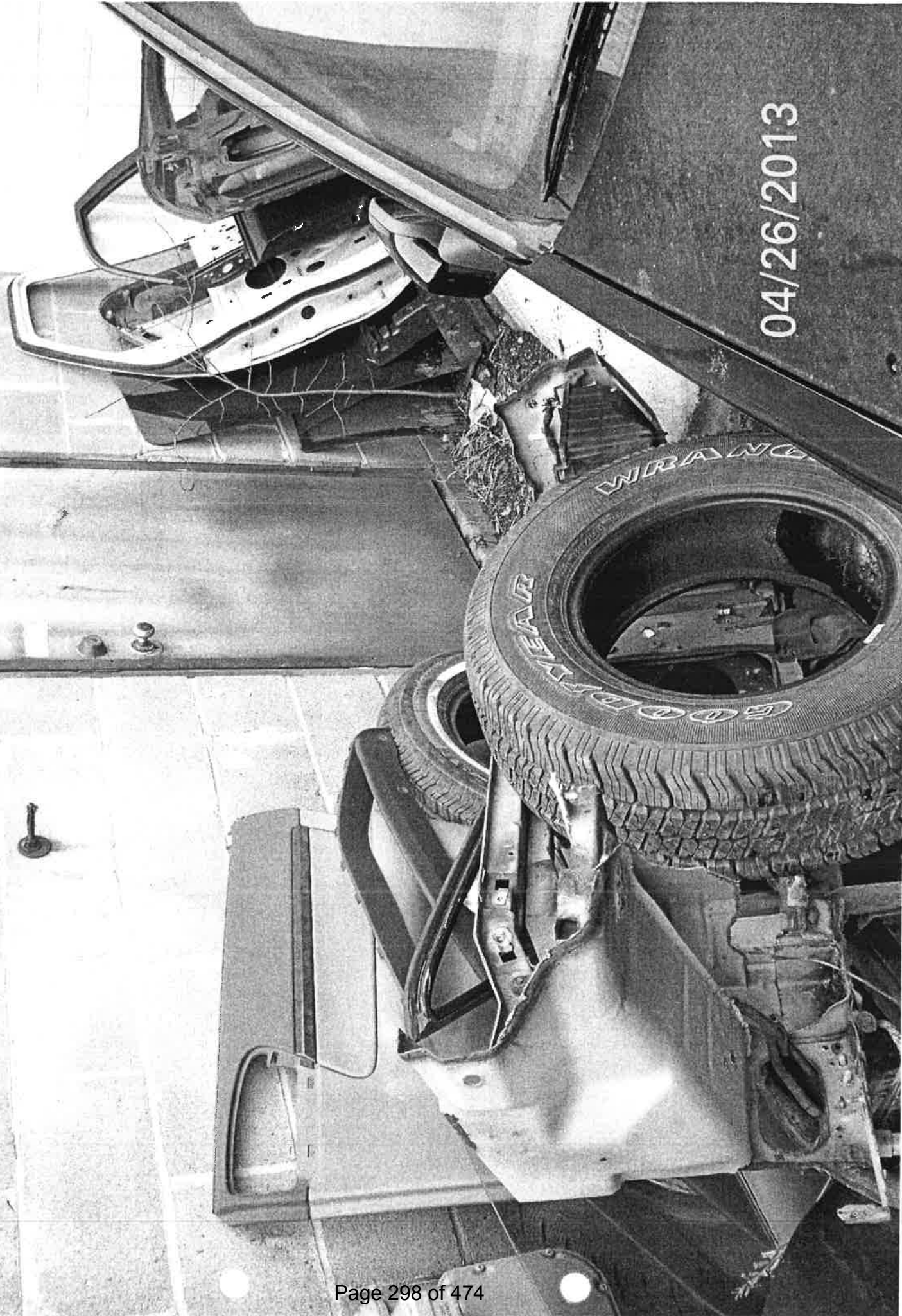
© 2018 Google

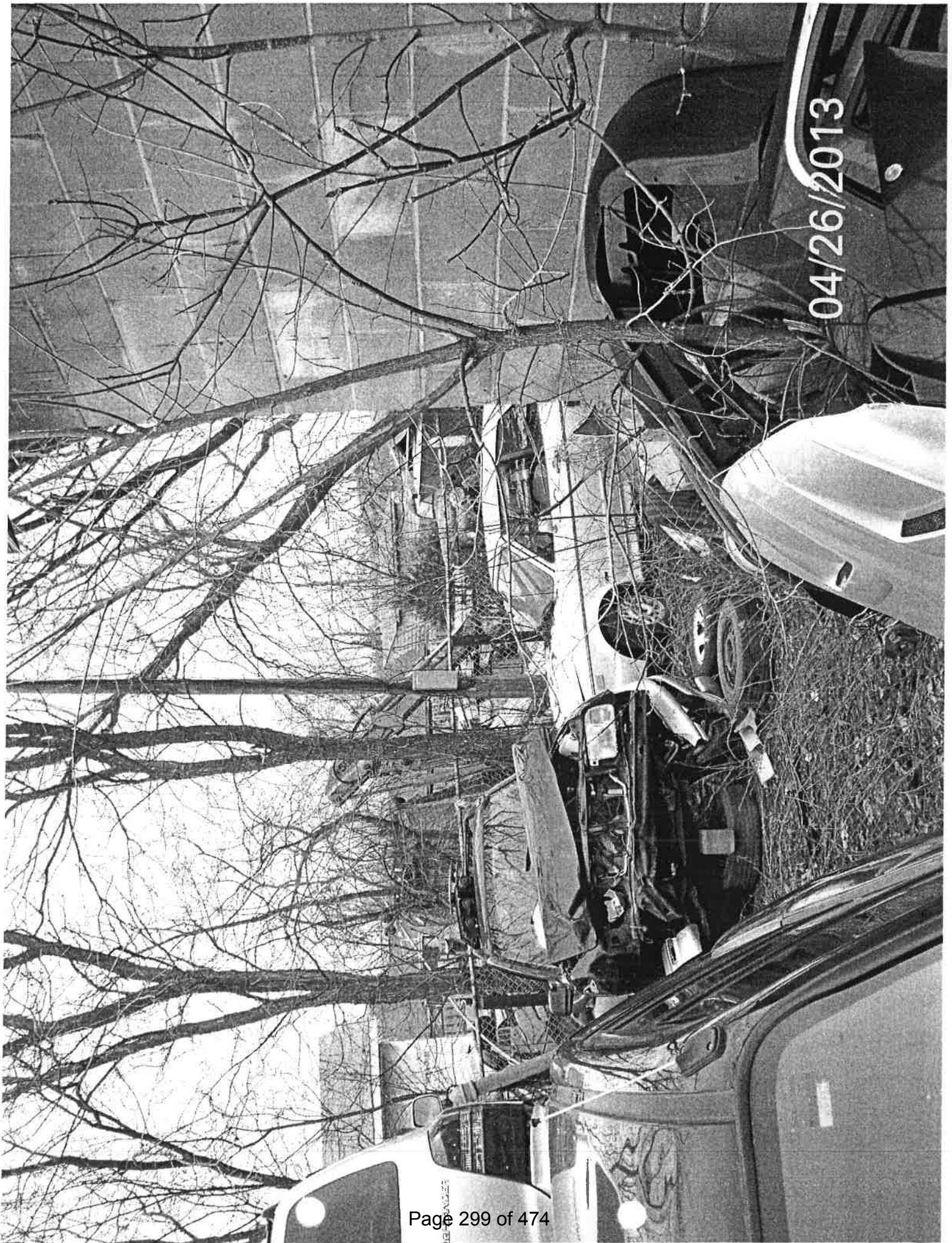
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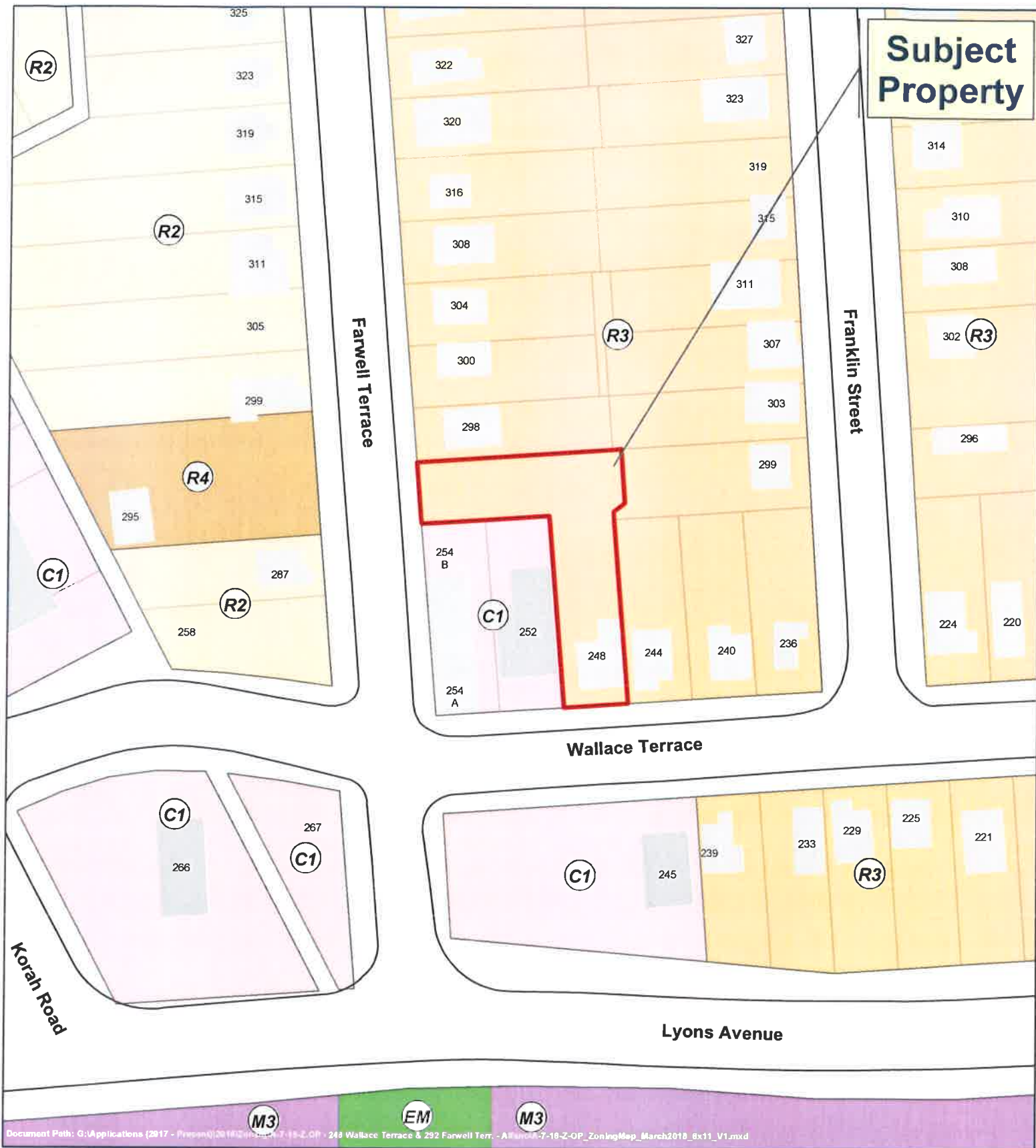
Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☒ Aerial Image ☐ Official Plan Amendment	Legal Department Reference	City of Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca This map is for general reference only Orthophoto 2016 20cm Colour Projection Details NAD 1983 UTM Zone 16N GCS North American 1983 0 5 10 20 Meters 1:1,000
Property Information Civic Address: 248 Wallace Terr 192 Farwell Terr Roll No.: 050009042000000 Map No.: 56/1-72 Application No.: A-7-18-Z-OP Date Created: March 20, 2018	Legend Subject Property 248 Wallace Terr & 292 Farwell Terr Parcel Fabric Page 300 of 474	



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
Property Information Civic Address: 248 Wallace Terr 192 Farwell Terr Roll No.: 050009042000000 Map No.: 56/1-72 Application No.: A-7-18-Z-OP Date Created: March 20, 2018	Legend  Subject Property 248 Wallace Terr & 292 Farwell Terr  Parcel Fabric Page 301 of 474	This map is for general reference only Orthophoto: None Projection Details NAD 1983 UTM Zone 16N GCS North American 1983 051020 Meters 1 1,000 N



Application Map Series ☐ Subject Property ☒ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment Property Information Civic Address: 248 Wallace Terr 192 Farwell Terr Roll No.: 050009042000000 Map No.: 56/1-72 Application No.: A-7-18-Z-OP Date Created: March 20, 2018	Legend - Residential - Commercial - Institutional - Parks Recreation - Industrial - Rural Area - Airport Lands - Parcel File - Subject Property 248 Wallace Terr & 292 Farwell Terr	 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 5 10 20 Meters 1:1,000 
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Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☒ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment		Legend C1 - Traditional Commercial Zone C2 - Central Commercial Zone C3 - Commercial Transitional Zone C4 - Riverfront Zone - C3hp C5 - General Commercial Zone - C4hp C6 - Shopping Centre Zone H2 - Highway Zone M1 - Light Industrial Zone M2 - Medium Industrial Zone - M1hp M3 - Heavy Industrial Zone R1 - Estate Residential Zone R2 - Single Detached Residential Zone - R2hp R3 - Low Density Residential Zone R4 - Medium Density Residential Zone RD - High Density Residential Zone RE - Mobile Home Residential Zone I - Institutional Zone EM - Environmental Management Zone RA - Rural Area Zone RP - Rural Precambrian Uplands Zone REX - Rural Aggregate Extraction Zone AIR - Airport Zone Named Use - Commercial Dock		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 5 10 20 Meters 1:1,000	
Property Information Civic Address: 248 Wallace Terr 192 Farwell Terr Roll No.: 050009042000000 Map No.: 56/1-72 Application No.: A-7-18-Z-OP Date Created: March 20, 2018		Page 303 of 474			

Rachel Tyczinski

Subject: FW: Alfano's on Wallace Terrace

Rachel Tyczinski
Deputy City Clerk and
Manager of Quality Improvement
Corporate Services
City of Sault Ste. Marie
t. 705.759.5392
r.tyczinski@cityssm.on.ca

-----Original Message-----

From: Susan Hamilton Beach
Sent: Wednesday, April 18, 2018 9:50 AM
To: Peter Tonazzo
Subject: Alfano's on Wallace Terrace

Hi Peter,

There has been a history of requests made by the applicant during recent winters to provide sidewalk clearing across the frontage of the Wallace Terrace properties and for snow removal on private property. As the sidewalk has not been maintained - the owner did not adequately remove the snow from the business frontages and/or front yards of the subject properties but, rather stockpiled their snow which then impacted access to doorways of the building and buried vehicles, etc. (Photos are attached) All of the issues were private property issues but, the applicant continued to pursue City services that would be contrary to our policies and current practices elsewhere in the City.

Regards,

Susan Hamilton Beach, P. Eng.
Director, Public Works
Public Works and Engineering Services
City of Sault Ste. Marie
t. 705.759.5207
s.hamiltonbeach@cityssm.on.ca

128 Sackville Road, Sault Ste. Marie, ON P6B 4T6 saultstemarie.ca









REZONING

248 Wallace Terrace and 292 Farwell Terrace

Application No: A-7-18-Z.OP

April 23rd, 2018

Original Auto Body Shop Building Front



Auto Body Shop Building Improvements







Completed Construction of Auto Body Shop Building



Current Appearance & Surrounding Area















Peter Tonazzo

From: LEE LEBLANC [REDACTED]
Sent: Sunday, April 22, 2018 1:17 PM
To: Peter Tonazzo; [REDACTED]
Subject: Mr Alfano's auto rezoning

22/04/2018
Mr. and Mrs. C. LeBlanc
299 Farwell Terrace
Sault Ste Marie
Ontario
To Whom It May Concern:

This letter is to address our concerns regarding the zoning of Alfano's Auto from residential to commercial. We are tenants at the above listed address and have been for nearly 5 years. In that time we have seen a significant increase in rat population in our yard. I believe that this is due to the rats living under the shed on Mr. Alfano's property which is adjacent to the address of 298 Farwell Terrace. We have seen a significant decrease in the amount of stray cats in the area and I believe this is due to antifreeze and other things leaking from the vehicles Mr. Alfano has in his yard and due to the addition of rat poisons. I believe that the rat poison is responsible for the two of the neighbour's cats being poisoned.

My concerns with Mr. Alfano's rezoning are that we will continue to see an increase in these trends which is not environmentally friendly. The leaking fluids from these vehicles will continue to poison the ground on which they sit. I am also concerned about the fact that several of these vehicles have been sitting in Mr. Alfano's yard for a very long time and yet he states that these haven't been there long. One vehicle in front of his yard has been sitting there long enough that the driveway appears to have dents forming from the tires sitting in the same position for a great length of time. Not only does this look unsightly, but it is unsanitary and brings down the property values for the area. No one wants to move to a neighbourhood and have to look at that. We want to attract good neighbours and this situation will deter not attract them.

Therefore, we, the tenants of 299 Farwell Terrace, the LeBlanc Family, are opposed to this change.

Sincerely,

Mr. And Mrs. C. LeBlanc

Addressing Ontario's Immigration Imbalance

NOLUM PRESENTATION – APRIL 2018

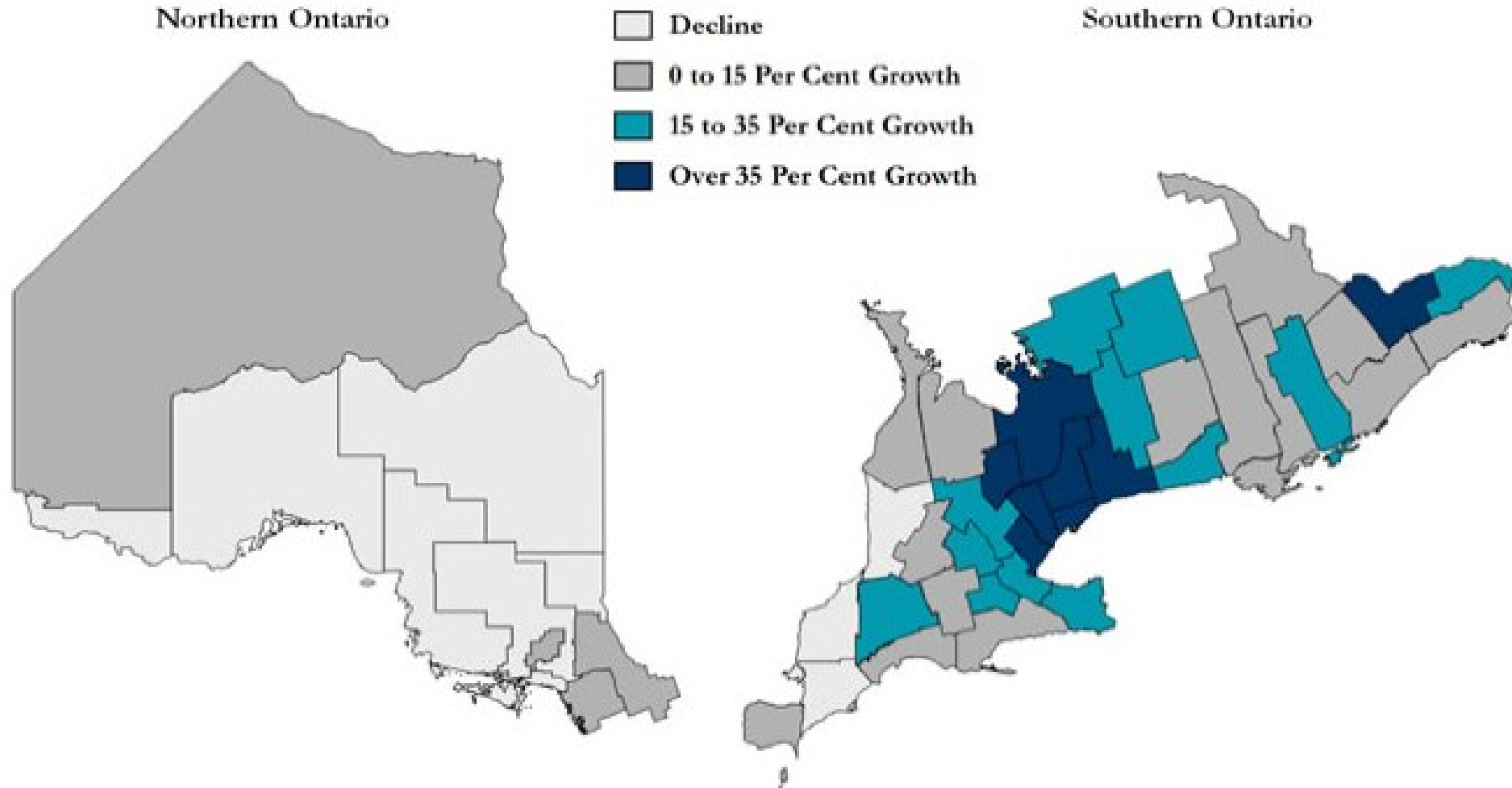
MAYOR CHRISTIAN PROVENZANO

Population Projections

- ▶ Projections produced by the Ontario Ministry of Finance in 2017 indicate the province's population is expected grow 30.3% between 2016 and 2041
- ▶ Ontario's overall population is projected to grow from approximately 13.5 million to around 18 million
- ▶ Northern Ontario's overall population projected to decline from 797,000 in 2016 to 782,000

Chart 9

Population growth/decline by census division over 2016 to 2041



Source: Ontario Ministry of Finance projections.

Growth factors

- ▶ The main demographic determinants of regional population growth are:
 - ▶ Current age structure of the population
 - ▶ Pace of natural increase (the difference between the number of births and deaths in a population)
 - ▶ Migratory movements in and out of each of Ontario's regions

Decline in youth population

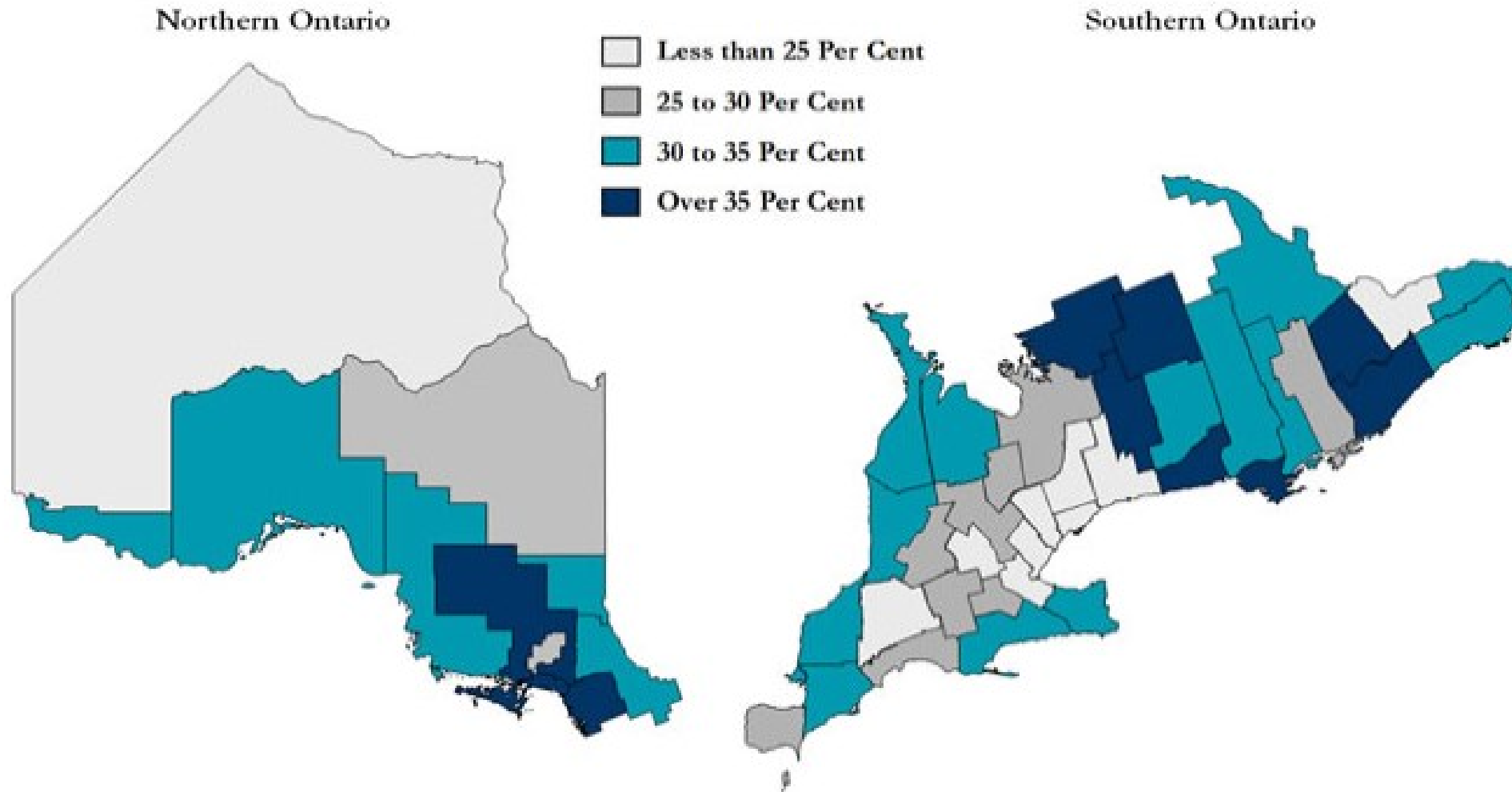
- ▶ The number of children aged 0 to 14 is projected to increase in Ontario, but decline in the North and the majority of rural areas are projected to have significantly fewer children by 2041
- ▶ The Northeast is projected to remain the region with the lowest share of children at 13.4%, with the Northwest at 15.6%

Rise in Elderly Population

- ▶ Over the next two decades, Ontario will experience a sharp increase in the number of seniors
- ▶ Northern Ontario's share of seniors in the population will be over 25% percent in most areas
- ▶ Overall, the general aging of the population will result in a rising number of regions where deaths will exceed births (negative natural increase) over the projection period

Chart 10

Share of seniors in population by census division in 2041



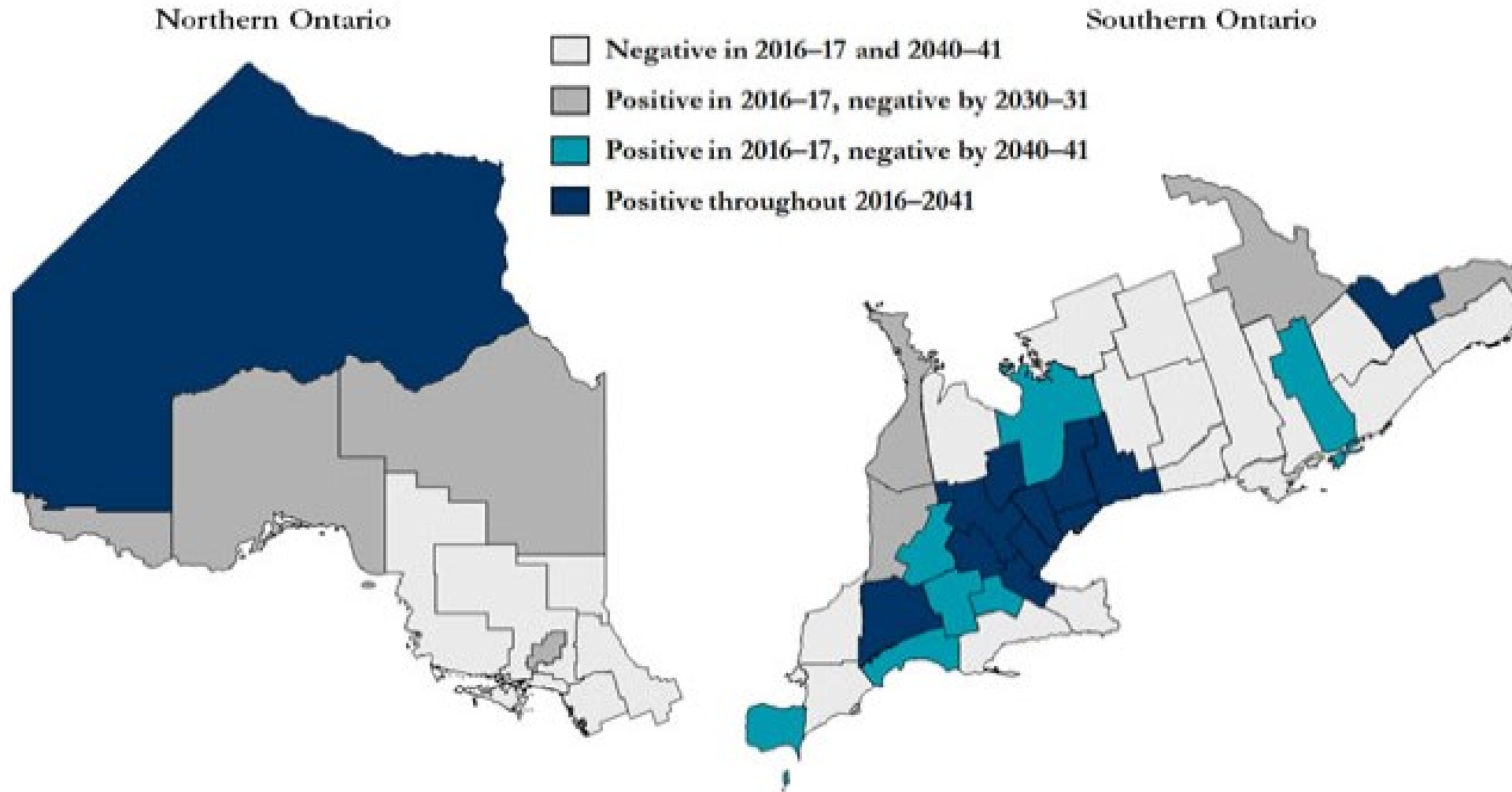
Source: Ontario Ministry of Finance projections.

Decline in Birth Rate

- ▶ The current age structure of a region has a direct impact on projected regional birth and death rates
- ▶ The declining trend in natural increase means regions where natural increase was previously the main contributor to population growth have already started to see growth slow
- ▶ In the past, Northern Ontario's positive natural increase offset part of the losses it experienced through net migration, but natural increase in the North is now negative

Chart 7

Evolution of natural increase by census division, 2016 to 2041



Source: Ontario Ministry of Finance projections.

Migration drives growth

- ▶ Migration is the most important factor contributing to population growth for Ontario as a whole and for most regions
- ▶ Net migration gains, whether from international sources, other parts of Canada or other regions of Ontario, are projected to continue to be the major source of population growth for almost all regions moving forward

North not getting its share

- ▶ Large urban areas receive most of the international migration to Ontario and are projected to grow strongly
- ▶ Northern Ontario receives only a small share of international migration. Combined with net out-migration, current and future population growth is expected to be stagnant
- ▶ Census results (25% sample data) indicate Greater Sudbury, Sault Ste. Marie, North Bay, Timmins and Thunder Bay received 2,285 immigrants between 2011 to 2016, while Ontario received 472,170 immigrants

Immigration dependency

- ▶ The outlined demographic challenges facing Northern Ontario results in an increased reliance on immigration as a means to grow the region's population
- ▶ The current and projected demographic challenges facing the North precipitates the immediate need for a policy adjustment

Atlantic Immigration Pilot

- ▶ The Atlantic Immigration Pilot is an example of potential remedial measures to address the immigration imbalance
- ▶ The Federal Government has partnered with four Atlantic provinces to help employers in the region hire job candidates who aren't Canadian citizens or permanent residents
- ▶ These candidates who will fill jobs the employers have had trouble filling locally

ATLANTIC IMMIGRATION PILOT

A step by step guide

EMPLOYER DESIGNATION

- 1 Employer in Atlantic Canada who is interested in using the Atlantic Immigration Pilot (AIP) to fill a full time job vacancy contacts Provincial Immigration Office to express interest
- 2 Employer contacts a participating settlement service provider organization and commits to preparing their workplace to welcome newcomers
- 3 Employer applies to the province to become a designated employer
- 4 Atlantic Province designates the employer
- 5 Employer finds a recruit that meets the program criteria based on their initial assessment and offers them a job



PROGRAMS*

- ✓ Atlantic Intermediate Skilled Program (AISP)
 - ✓ Atlantic High Skilled Program (AHSP)
 - ✓ Atlantic International Graduate Program (AIGP)
- * A Labour Market Impact Assessment is not needed for Atlantic Immigration Pilot programs



ENDORSEMENT

- 6 Employer connects their recruit with a participating settlement service provider organization
- 7 Candidate contacts a settlement service provider organization of their choice for a needs assessment service that will result in a settlement plan for themselves and their family
- 8 Settlement service provider organization provides candidate with a settlement plan after the needs assessment
- 9 Candidate sends a copy of the settlement plan to the employer
- 10 Employer completes the provincial endorsement application, identifying the appropriate program based on candidate's work experience and including the job offer and settlement plan, and sends it to the province
- 11 Province reviews and approves the endorsement application. Province sends candidate an endorsement letter



IMMIGRATION APPLICATION

- 12** Candidate completes their permanent residence application and sends it to Immigration, Refugees and Citizenship Canada (IRCC) including their endorsement letter and any other required documents



- 13** IRCC processes the application
– Applications will be processed in six months or less in the majority of cases



- 14** Approved candidate and their family come to Atlantic Canada

- 15** Employer supports candidate and their family's settlement and integration in their workplace and community in partnership with settlement service provider organization



For more details on the Atlantic Immigration Pilot, see
www.canada.ca/atlantic-immigration



Immigration, Refugees
and Citizenship Canada

Immigration, Réfugiés
et Citoyenneté Canada

Canada

A need in the North

- ▶ The Atlantic Immigration Pilot was launched to revitalize stagnant population growth, the result of high interprovincial out-migration, an aging population, low birth rates and low immigration levels
- ▶ People aged 65 and above account for 19.8% of the population in the Atlantic provinces. Population projections for the North expect the share of seniors in the population will be over 25% percent in most areas
- ▶ The four Atlantic provinces received 12,075 more immigrants between 2011 and 2016 in comparison to the 2006 to 2010 period. Meanwhile, North Bay, Greater Sudbury, Sault Ste. Marie, Timmins and Thunder Bay received only 205 more immigrants

Moving forward

- ▶ There is clearly a demonstrated need for a similar program to be implemented in the North, and I propose we as Northern Mayors work together to lobby the Federal Government to implement an initiative targeting at facilitating the movement of immigrants to our area
- ▶ I suggest we reach out to FONUM and NOMA to request the group's support on this issue, and I also recommend that each of us draft a motion that can be presented at our respective councils regarding potential remedial measures to address the current immigration situation
- ▶ I suggest we seek the support of our respective local Federal and Provincial representatives

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-74

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment and Climate Change for the transfer of review of some applications for Environmental Compliance Approvals.

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 March 12, 2018 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment and Climate Change, a copy of which is attached as Schedule "A" hereto. This Agreement is for the transfer of review of some applications for Environmental Compliance Approvals.

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 23rd day of April, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

TRANSFER OF REVIEW AGREEMENT

B E T W E E N:

HER MAJESTY THE QUEEN in right of Ontario
as represented by the Minister of the Environment and Climate Change

(hereinafter referred to as the "**Crown**")

- and -

City of Sault Ste. Marie

(hereinafter referred to as the "**Municipality**")

Date: 2018/03/12

Agreement Number: TOR-SSM-S05-2018-11

Crown Representative:

Name: Christina Labarge, P.Eng.
Address: 135 St. Clair Avenue West
Toronto, ON, M4V 1P5

Municipal Representative:

Name: Malcolm White
Address: 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Telephone Number: 416-314-8001
E-Mail: christina.labarge@ontario.ca

Telephone Number: 705-759-5391
E-Mail: m.white@cityssm.on.ca

DEFINITIONS

In this document,

"combined sewer" means a sewer that is intended to function simultaneously as a storm sewer and a sanitary sewer;

"discharge", when used as a verb, includes add, deposit, emit or leak and, when used as a noun, includes addition, deposit, emission or leak;

"Environmental Compliance Approval" means an approval issued under Part II.1 of the *Environmental Protection Act*;

"combined sewer system" means a wastewater collection system which conveys sanitary wastewaters (domestic, commercial and industrial wastewaters) and stormwater runoff through a single-pipe system to a Sewage Treatment Plant or treatment works. Combined sewer systems which have been partially separated and in which roof leaders or foundation drains contribute stormwater inflow to the sewer system conveying sanitary flows are still defined as combined sewer systems;

"combined sewer overflow" is a discharge to the environment from a combined sewer system that usually occurs as a result of a precipitation event when the capacity of the combined sewer is exceeded. It consists of a mixture of sanitary wastewater and stormwater runoff and often contains high levels of floatables, pathogenic microorganisms, suspended solids, oxygen-demanding organic compounds, nutrients, oil and grease, toxic contaminants and other pollutants;

“Duty to Consult” pertains to the Crown’s legal obligation to consult with Indigenous peoples where it contemplates decisions or actions that may adversely impact asserted or established Indigenous or treaty rights;

“industrial land” means land used for the production, processing, repair, maintenance or storage of goods or materials, or the processing, storage, transfer or disposal of waste, but does not include land used primarily for the purpose of buying or selling,

- a. goods or materials other than fuel, or
- b. services other than vehicle repair services;

“Ministry” means the Ministry of the Environment and Climate Change;

“Municipality” includes a local board, as defined in the Municipal Affairs Act, and a board, commission or other local authority exercising any power with respect to municipal affairs or purposes, including school purposes, in an unorganized township or unsurveyed territory;

“municipal representative” means, an officer, employee or agent of the Municipality or a representative with the authority to bind the Municipality;

“natural environment” has the same meaning as in the *Environmental Protection Act*;

“owner” means a Municipality or person having authority to construct, maintain, operate, repair, improve or extend water works or sewage works;

“person” includes a Municipality;

“Professional Engineer” has the same meaning as in the *Professional Engineers Act*;

“sanitary sewer” means a sewer for the collection and transmission of residential, commercial, institutional or industrial sewage, or any combination thereof;

“sewage” includes drainage, storm water, commercial wastes and industrial wastes and such other matter or substance as is specified by the regulations;

“sewage works” means any works for the collection, transmission, treatment and disposal of sewage or any part of such works, but does not include plumbing to which the Building Code Act, 1992 applies;

“sewer” means any system of pipes, drains and appurtenances used for the collection or transmission of sewage, but does not include plumbing to which the Building Code Act, 1992 applies or a pumping facility;

“storm sewer” means a sewer for the collection and transmission of storm water drainage;

“stormwater” means rainwater runoff, water runoff from roofs, snowmelt and surface runoff; and

“stormwater management facility” means a facility for the treatment, retention, infiltration or control of storm water.

TERMS AND CONDITIONS

1. Agreement to Participate

The Municipality has agreed to participate in the Transfer of Review (TOR) program. The Municipality must ensure that all applications and their supporting documentation for an Environmental Compliance Approval (ECA) meet all applicable Terms and Conditions in this Agreement and any Schedules attached to this Agreement prior to submitting them to the Ministry for approval.

The Municipality can review and submit applications for their own municipal works projects. The Municipality may also submit applications for sewage works on behalf of other parties whose projects are entirely located within the municipal boundary of the Municipality and there is an agreement with the Municipality pursuant to the Planning Act which provides that ownership of the system may be transferred to the Municipality and the works require an Environmental Compliance Approval (ECA). It is the sole responsibility of the Municipality to ensure that any application submitted on behalf of another party meets all applicable requirements of the program.

The Ministry's legislated responsibilities including approval decisions as well as, compliance and enforcement actions remain unchanged under this program.

2. Commencement

This Agreement comes into force on the day that the agreement is signed by the Municipality. Once signed by the Municipality this agreement revokes any existing Transfer of Review Program Agreement that was in place prior to this Agreement. The Municipality must return the original copy of the signed agreement to the following address:

Supervisor
Application Review Unit
Client Services and Permissions Branch
Ministry of the Environment and Climate Change
135 St. Clair Ave. W.
Toronto, ON, M4V 1P5

3. Fees Required

In accordance with section 9 the Minister's Requirement for Fees made under s.179.1 of the Environmental Protection Act (EPA) the Municipality has the authority to collect the fee in respect of an application. Consideration under this agreement is the fee collected by the Municipality.

4. Sewage Works Subject to the Agreement

The Municipality may submit ECA applications for the works identified in Schedule A of this Agreement under the TOR program.

The Ministry and the Municipality may mutually agree to add works to Schedule A of the Agreement. The Ministry may also amend Schedule A with written notice to the Municipality.

5. Pre-submission Consultation Requirements

Where the Municipality is uncertain regarding the works that form part of the Transfer of Review Agreement in Schedule A, the Municipality shall require the applicant to engage in pre-submission consultation with the local Ministry District Office¹.

6. Consultation with other Agencies and other Approvals

Where Conservation Authority clearance or Niagara Escarpment Planning and Development Act permit is required, the approval, permit, or clearance letter must be obtained before the application is accepted for review.

Note: even if formal approval from the local Conservation Authority is not required, it is strongly recommended that applicants consult with the local Conservation Authority, particularly on stormwater related applications to determine if they have any concerns with the project. If the project does not occur within the boundary of a Conservation Authority, consultation with the local Ministry of Natural Resources and Forestry (MNRF) office is recommended.

7. Indigenous Consultation, Environmental Assessment, Environmental Bill of Rights Requirements

The Municipality must ensure that all applications satisfy any applicable requirements under the Environmental Assessment Act (EAA). The EAA and the associated regulations can be found at <https://www.ontario.ca/laws>.

The Municipality must include a summary of consultation (including Indigenous consultation if any²) on the application or the proposed development per Schedule B.

8. Complete Applications

Schedule B attached to this Agreement lists the minimum documentation applicants must submit to the Municipality for review. It is the responsibility of the Municipality to ensure applications for ECAs are complete and include the documents in Schedule B where applicable.

Schedule B also lists the minimum documents and forms that the Municipality must prepare and submit to the Ministry as part of the TOR program.

9. Incomplete Applications

Incomplete applications are those applications that do not have one of the items listed in Schedule B required to be prepared and submitted by either the applicant or Municipality where applicable.

The issuance of the Approval is contingent on the application being deemed complete. **Incomplete applications submitted to the Ministry will be returned to the Municipality without prior notice.**

¹ This document advises proponents, in certain sections, to contact the local Ministry District Office. They may be advised by the local District Office to contact the local Ministry Safe Drinking Water Branch (SDWB) office instead of or in addition to the District Office.

² Pre-consulting with the local Ministry District Office on the need for Indigenous consultation is recommended to ascertain whether this consultation is required.

10. Submission of Applications

The Municipality must ensure that applicants for an ECA submit two (2) copies of all required completed application forms and supporting documentation listed in Schedule B to the Municipality.

In addition, the applicant must submit one (1) copy of the completed application forms and supporting documentation to the local Ministry District Office, addressed to the attention of the District Manager.

The local Ministry District Office normally has two (2) weeks in which to provide comments about the application to the participating Municipality or to indicate when comments will be forthcoming. The Municipality and the applicant are required to address and resolve any comments received from the local Ministry District Office. As a result of comments provided by the local District Office, changes to the project design and to the Environmental Compliance Approval application information may be required. If no comments have been received from the local Ministry District Office after two (2) weeks from receipt of the application it is generally assumed there are no concerns and concurrence has been given. The Municipality should note whether any feedback was provided within the two week period.

The Municipality keeps one (1) copy of the applicant's submitted information and, after completing their program responsibilities, submits one (1) copy along with any documentation and forms the Municipality is required to prepare (listed in Schedule B) to the Ministry.

11. Municipal Review of Applications

The Municipality is responsible for conducting the technical review and evaluation of the applicant's information.

The technical review and evaluation must be done by one or more Professional Engineers with experience in the design and operation of sanitary and storm water works.

Only Professional Engineers employed by the Municipality in the following services are allowed to conduct the technical review and evaluation of applications to be submitted under the TOR program:

- **Public Works and Engineering Services Department**

The engineers that conducted the technical review and evaluation must be members in good standing with Professional Engineers Ontario (PEO) and must include their licence number with the application submission (as part of the Letter of Recommendation).

To avoid any potential conflict of interest situations, a Professional Engineer who has designed or certified the engineering drawings for the sewage works project must not review his/her own Environmental Compliance Approval application information under the program.

The results of the Professional Engineer's technical review and evaluation must be documented in a Letter of Recommendation that will be submitted to the Ministry. The Ministry will review the Letter of Recommendation to determine if approval should be granted.

Additional information on the municipal review of applications and the Letter of Recommendation can be found in Schedule C attached to this agreement.

12. Draft Environmental Compliance Approval

The Municipality must prepare and submit a draft Approval including the descriptions of the works to be approved and the terms and conditions of the Approval.

Schedule D contains sample templates for describing the works to be included in the Approval. The Ministry will add terms and conditions to the approval similar to those approvals whose applications are directly reviewed by the Ministry. In addition to standard terms and conditions, Municipalities may, with sufficient justification, request other conditions be added to the approval. However, the Ministry reserves the right to accept or deny such requests.

13. Application Processing Time, Approval or Refusal

The Ministry will endeavor to issue the Approval for submitted applications within 30 business days from the date they are deemed complete.

The Municipality should notify all applicants of this timeframe and that no further prioritization in the processing of TOR applications will be considered by the Ministry.

If, in the opinion of the Director, the Approval should be refused, a Refusal Notice will be issued to the applicant. The Notice will contain the reasons for the refusal and will be copied to the signatory of the Municipality's Letter of Recommendation.

An Approval or Refusal Notice issued under the TOR program is still subject to the associated appeal provisions under the Environmental Protection Act (EPA).

14. Audits

To ensure compliance with the TOR program, the Ministry will conduct audits of applications submitted under the program. This may include both random audits of applications before the Approval is issued, as well as more thorough audits of applications for which Approvals have been issued.

The audit of an application that has not been approved will consist of a full review by a Ministry Review Engineer (similar to the review conducted for direct submissions). As such, the issuance of the Approval for an application subjected to an audit may be delayed and the Ministry will not be able to meet the 30 day turn-around time.

The Ministry will contact the Municipality within two (2) business days of commencing an audit of an application for which an Approval has not yet been issued. The Ministry will discuss the nature of the audit, timing of the audit as well as any other additional requirements. The Municipality may also be required to provide additional information not included with the original application package.

In addition, the audit of applications already approved (or refused) may require additional information from the Municipality or applicant.

The results of the audit may lead the Ministry to take action including the alteration of works subject to the program, additional requirements for the Municipality's review or result in termination of the Municipality's participation in the program.

Please note that the Ministry may remove a participating Municipality from the program if it is discovered through an audit that its applicants are routinely delaying or not constructing approved works.

15. Annual Summary

On or before March 31st of each year that this agreement is in effect, the Municipality shall submit to the Ministry a summary list of the projects that the Municipality reviewed and submitted to the Ministry for the previous calendar year. The summary list shall include the name of the applicant, project name, location, list of works reviewed, date submitted and status (e.g. approved, refused, returned, in review). If possible, Ministry reference and/or approval numbers should also be included.

Summary lists are to be submitted electronically to the general mailbox of the Client Services and Permissions Branch at MOECCPermissions@ontario.ca marked to the attention of the Supervisor, Application Review Unit in the subject header of the email.

16. Amendments to or Termination of the Program

This agreement may be reviewed and amended at any time by mutual agreement of the signing parties.

The Municipality will notify the Ministry in writing of their intention to withdraw from the program. The Ministry will provide the Municipality a letter acknowledging receipt of this notice. The date specified in the acknowledgement letter will be the date of the Municipality's withdrawal from the program. Any applications that were submitted under the program by the Municipality prior to the date on the acknowledgement letter noted above will continue to be processed as a TOR application.

The Ministry may terminate the Municipality's participation in the program. The Ministry will notify the Municipality in writing of the Municipality's termination of the program. It is the sole responsibility of the Municipality to notify any parties that may be affected by the Municipality's termination in the program.

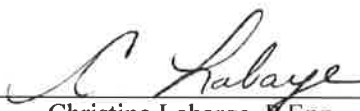
17. Signatures

I, the undersigned, of the Municipality have read and agree to the Terms and Conditions in this Agreement that the Municipality must abide by in order to submit applications for Environmental Compliance Approvals under the Ministry's Transfer of Review program.

Malcolm White
City Clerk
City of Sault Ste. Marie

Date [YYYY/MM/DD]

I, the undersigned, as a representative of the Ministry of the Environment and Climate Change agree to allow the City of Sault Ste. Marie to participate in the Ministry's Transfer of Review program commencing on the date that this agreement has been signed by both the Ministry and the Municipality.



Christina Labarge, P.Eng.
Supervisor, Application Review Unit
Client Services and Permissions Branch,
MOECC

2018/03/12
Date [YYYY/MM/DD]

SCHEDULE A

SEWAGE WORKS ALLOWED UNDER THE TRANSFER OF REVIEW PROGRAM

Works allowed to be submitted under the TOR program by the Municipality are described in Section 1 below. The works must also meet any requirements in the applicable section. Works that are not described in Section 1, do not meet any applicable requirements or to which Section 2 applies are not allowed to be submitted under the TOR program.

1. Standard Works Allowed

i) Allowed Sanitary Sewage Works

Unless specified in Section 2 of this Schedule, only ECA applications for the following sanitary sewage works are allowed to be submitted by the Municipality under the TOR Program:

- a. New or modified, municipal or private sanitary sewers, forcemains or siphons that:
 - i. are designed in accordance with the Ministry document *Design Guidelines for Sewage Works, 2008* (PIBS 6879) as amended from time to time;
 - ii. are not combined sewers; and
 - iii. do not discharge directly to a sewage treatment plant.
- b. New or modified, municipal or private sanitary sewage pumping stations that:
 - i. are designed in accordance with the Ministry document *Design Guidelines for Sewage Works, 2008* (PIBS 6879) as amended from time to time; and
 - ii. do not discharge directly to a sewage treatment plant.

For greater clarity, any sanitary sewage works that provide any treatment of sanitary sewage are not allowed to be submitted under the TOR program.

ii) Allowed Stormwater Works

Unless specified in Section 2 of this Schedule, only ECA applications for the following stormwater works are allowed to be submitted by the Municipality under the TOR Program:

- a. New or modified municipal or private storm sewers, ditches, culverts and grassed swales that:
 - i. are designed in accordance with the Ministry document *Stormwater Management Planning and Design Manual, 2003* (PIBS 4329e) as amended from time to time;
 - ii. are designed primarily for the collection and transmission of stormwater;
 - iii. discharge to existing storm sewers, other existing stormwater conveyance works, an approved stormwater management facility, or a Municipal Drain;
 - iv. for drainage works under the *Drainage Act*, approval of a petition for the modifications must be obtained under the *Drainage Act* prior to submitting an application for an ECA;
 - v. are not combined sewers or superpipes and does not connect to a combined sewer;
 - vi. are not located on industrial land or designed to service industrial land;
 - vii. do not propose to collect, store or discharge stormwater containing substances or pollutants (other than Total Suspended Solids, or oil and grease) detrimental to the environment or human health; and
 - viii. do not require the establishment and monitoring of effluent quality criteria.

SCHEDULE A
SEWAGE WORKS ALLOWED UNDER THE TRANSFER OF REVIEW PROGRAM

- b. New or modified, municipal or private oil/grit separators that:
- i. are designed in accordance with the Ministry document *Stormwater Management Planning and Design Manual, 2003* (PIBS 4329e) as amended from time to time;
 - ii. discharge to existing storm sewers, other existing stormwater conveyance, an approved stormwater management facility, or a Municipal Drain;
 - iii. for drainage works under the *Drainage Act*, approval of a petition for the modifications must be obtained under the *Drainage Act* prior to submitting an application for an ECA;
 - iv. are not located on industrial land or designed to service industrial land;
 - v. do not propose to collect, store or discharge stormwater containing substances or pollutants (other than Total Suspended Solids, or oil and grease) detrimental to the environment or human health; and
 - vi. do not require the establishment and monitoring of effluent quality criteria.

2. Works Not Allowed To Be Submitted

Under no circumstances are the following applications for Works identified in Section 1 to be submitted under the TOR program:

- a. applications that are identified by the local Ministry District Office as being proposed within the zone of influence of a landfill area;
- b. applications for sanitary sewage works that provide any treatment of sanitary sewage;
- c. applications that are for airports or airparks;
- d. applications that are for pumping stations that service combined sewer systems;
- e. applications for projects that have received a Part II Order request, until the request has been decided;
- f. applications for projects that have undertaken an individual Environmental Assessment; and
- g. applications that are likely to trigger the Duty to Consult.

In addition, if the Municipality determines that the works listed in an application have been constructed or are being constructed before an Environmental Compliance Approval has been issued, the Municipality shall:

- i. immediately notify the local Ministry District Office; and
- ii. return the application and all associated documents and fees to the applicant and instruct them that the application will not be reviewed under the TOR program and that they must submit the application directly to the Ministry for review.

SCHEDULE B
MINIMUM DOCUMENT REQUIREMENTS FOR APPLICATIONS

1. Documents Prepared by the Applicant

For all ECA applications submitted under the TOR program, the following list of documents must be prepared by the applicant and submitted to the Municipality for review:

1. A completed, signed and dated Environmental Compliance Approval Application Form and any documents required by the form.
2. Any Design Report(s). If the application is for stormwater works, a Stormwater Management Report is required and should be prepared in accordance with the requirements in the “Stormwater Management Planning and Design Manual, March 2003 (PIBS 4329e)” (<http://www.ontario.ca/environment-and-energy/stormwater-management-planning-and-design-manual>), as applicable.
3. Drawings signed, stamped and dated by a Professional Engineer.
4. The Pipe Data Form (PIBS 6238e) (<https://www.ontario.ca/document/pipe-data-form-watermain-storm-sewer-sanitary-sewer-and-forcemain-design-supplement-application>) with all applicable sections and appendices completed, required if the proposed works include sanitary sewers, forcemains, sewage pumping stations, or stormwater sewers. For storm sewer applications, if as noted in section 6.5 of the Pipe Data Form, the applicant has chosen to submit information equivalent to that described in the Storm Sewer Hydraulic Design Sheet located in Appendix A of the form, the application shall clearly describe what equivalent information is being submitted and how it is equivalent to the information in the Storm Sewer Hydraulic Design Sheet. For sanitary sewers if as noted in section 7.4 of the Pipe Data Form, the applicant has chosen to submit information equivalent to that described in the Sanitary Sewer Design Sheet located in Appendix B of the form, the application shall clearly describe what equivalent information is being submitted and how it is equivalent to the information in the Sanitary Sewer Design Sheet.
5. If the application is for a sewage pumping station, contingency plans for emergency and pump failure situations (if pumps and emergency generator fail under peak inflow conditions) to prevent sewage backing up or overflowing.
6. If the application is for a forcemain or siphon, contingency plans for possible overflows.
7. If the works are to be constructed on land that is not owned by the applicant, proof of consent from the owner of the land, allowing the construction of the works on the land.
8. If the stormwater works discharge to a location or works that are not owned by the applicant, proof of consent from the owner of the receiving works.
9. If the Municipality required pre-submission consultation with the local Ministry District Office, a record of the results of the consultation.
10. Documentation confirming that any EAA or Duty to Consult requirements are met or project is exempt.
11. Confirmation of whether EBR requirements apply or project is exempt.
12. Documentation on all public consultation done for the project, if applicable.

SCHEDULE B
MINIMUM DOCUMENT REQUIREMENTS FOR APPLICATIONS

13. Confirmation that the local Ministry District Office was sent a copy of the complete application package.
14. If Conservation Authority clearance or a Niagara Escarpment Planning and Development Act permit is required, a copy of the approval, permit or clearance letter.
15. If the proposed works are in an area where they are considered a significant threat to sources of drinking water, the Source Protection Supplementary Report/Information should outline how the proposed works will be managed to mitigate the contamination of sources of drinking water through the construction, design and operation of the proposed activity. If the works are not located in such an area that they are considered a significant threat to sources of drinking water, the Source Protection Supplementary Report should outline details to support this conclusion.

2. Documents Prepared by the Municipality

For all ECA applications submitted under the TOR program, the following list of documents must be prepared by the Municipality and submitted to the Ministry along with all of the documentation prepared by the applicant in Section 1 above:

1. A completed, signed and dated copy of the Ministry's Transfer of Review Program Application Submission Checklist.
2. A Letter of Recommendation of the project as per Schedule C prepared and signed by the Professional Engineer(s) that meet the criteria in Section 11 of the Agreement.
3. A draft ECA including the description of works and terms and conditions to go into the Approval.

SCHEDULE C

MUNICIPAL REVIEW OF APPLICATIONS AND LETTERS OF RECOMMENDATION

The Professional Engineer is required to review Environmental Compliance Approval application information against the “Design Guidelines for Sewage Works 2008 (PIBS 6879e)” (<http://www.ontario.ca/environment-and-energy/design-guidelines-sewage-works>) and “Stormwater Management Planning and Design Manual, March 2003 (PIBS 4329e)” (<http://www.ontario.ca/environment-and-energy/stormwater-management-planning-and-design-manual>), as applicable.

The “Guide to Applying for an Environmental Compliance Approval” (<https://www.ontario.ca/document/guide-applying-environmental-compliance-approval>) also provides guidance, which can be used to assist with the review and preparation of draft Environmental Compliance Approvals.

In general, it is necessary to comply with Ministry guidelines, unless there are valid technical reasons why the guidelines cannot be met. Consequently, the applicant is required to document how the proposed design will achieve the intended purpose of the guidelines. The Professional Engineer will be required to use discretion and apply best professional engineering judgment based on his/her experience to make a decision on the acceptability of the applicant’s design. The Professional Engineer will be required to document his/her evaluation and decision-making process in the Letter of Recommendation regarding the Environmental Compliance Approval application review to the Ministry Director.

For example, there are circumstances when the required 2.5 meters minimum horizontal separation distance between sewers and watermains cannot be achieved as set out in “Guideline F-6 Sewer and Watermain Installation: Separation Distance Requirements (PIBS 0629e)” (<https://www.ontario.ca/environment-and-energy/f-6-sewer-and-watermain-installation-separation-distance-requirements>) and “Procedure F-6-1 Procedures to Govern Separation of Sewers and Watermains (PIBS 0629e01)” (<https://www.ontario.ca/environment-and-energy/f-6-1-procedures-govern-separation-sewers-and-watermains>). In this example, documentation will be required to support the recommendation if an alternative design is determined to be technically acceptable.

Letter of Recommendation

The Letter of Recommendation from the Municipality to the Ministry needs to be signed by the Professional Engineer(s) that meet the criteria in Section 11 of the Agreement. This letter is required to document the Professional Engineer’s technical evaluation of the application information and provide a recommendation to the Ministry as to whether to issue an Environmental Compliance Approval. A recommendation to issue the Environmental Compliance Approval must be based on conformance of the application information with all applicable Ministry requirements and guidelines. Alternatively, the Letter of Recommendation must document the decision-making process used to determine that the project is technically acceptable.

The Letter of Recommendation is required to include the following:

- i. confirmation that the design of the proposed sewage works is in accordance with the Ministry “Design Guidelines for Sewage Works 2008” and/or that the design of the proposed stormwater management works is in accordance with the Ministry’s “Stormwater Management Planning and Design Manual 2003” and meets the Ministry requirements established during the pre-application consultation process or other consultation as necessary;
- ii. confirmation that the requirements of the *Environmental Assessment Act*, the *Environmental Bill of Rights* and/or the Duty to Consult have been met or that they do not apply;

SCHEDULE C
MUNICIPAL REVIEW OF APPLICATIONS AND LETTERS OF RECOMMENDATION

- iii. confirmation that the required fees were received by the Municipality, along with the total amount of fees received;
- iv. for drainage works under the *Drainage Act*, confirmation that approval of the petition under the *Drainage Act* has been obtained, as applicable;
- v. for works to be constructed on land that is not owned by the applicant, proof of consent from the owner of the land, allowing the construction of the works on the land;
- vi. for stormwater works that discharge to a location or to works that are not owned by the applicant, proof of consent from the owner of the receiving works;
- vii. confirmation that the local Ministry District Office has been contacted if required and any issues raised have been addressed including requirements concerning Indigenous notification and consultation;
- viii. if clearance from local Conservation Authority is required, confirmation that clearance was obtained [Note: if formal approval from the local Conservation Authority is not required it is strongly recommended that applicants consult with the local Conservation Authority, particularly on stormwater related applications to determine if they have any concerns with the project. If the project does not occur within the boundary of a Conservation Authority, consultation with the local Ministry of Natural Resources and Forestry (MNRF) office is recommended];
- ix. if the sewage works is a significant drinking water threat, confirmation that the works have been reviewed by the Municipality in accordance with the Clean Water Act, 2006 and the applicable policies of the local Source Protection Plan. The review has determined that the activity will no longer pose a significant threat to drinking water as a result of the measures identified by the proponent and with appropriate terms and conditions, if approved;
- x. a recommendation with respect to the issuance of the Environmental Compliance Approval; and
- xi. confirmation that the review engineer did not design the works that he/she reviewed as well as confirmation that review engineer is an employee of the Municipality and their PEO licence number.

With respect to item (i) above, for all stormwater works applications the Professional Engineer must include in their Letter of Recommendation a description of the water quality and quantity criteria that were established for the project and that agreement on the criteria was obtained from relevant agencies (e.g. municipal, CA). In addition, the Professional Engineer must also confirm that all necessary water quality and quantity controls designed for the project are all to be constructed and put into operation within the same timeframe.

If the applicant intends to delay the construction of part of the works that are necessary to provide required water quantity or quality control but whatever works are constructed will be put into operation then these applications cannot be submitted under the program unless interim water quantity and/or quality control measures are provided. For example, if a new planned subdivision requires both conveyance piping and stormwater quantity and quality control via a detention pond, the applicant cannot operate the conveyance piping without the pond also being in place or, at a minimum, interim measures to provide suitable quantity and/or quality control.

SCHEDULE C
MUNICIPAL REVIEW OF APPLICATIONS AND LETTERS OF RECOMMENDATION

It is for this reason that the Ministry may include conditions in the approval that require the approval holder to notify the Ministry when the approved works have been constructed and/or put into operation.

Please note that the Ministry may remove a participating Municipality from the program if it is discovered (through an audit) that its applicants are routinely delaying or not constructing approved works.

A copy of the Letter of Recommendation is to be sent to the applicant by the participating municipality. It is the participating Municipality's responsibility to notify the applicant when the Environmental Compliance Approval application documentation has been sent to the Ministry.

A sample letter is provided in the Ministry document "Transfer of Review Letter of Recommendation Template" that accompanies the TOR agreement when issued to the Municipality and can also be requested from the Ministry.

SCHEDULE D

EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

The following are examples that can be used when preparing a draft Environmental Compliance Approval to be issued under the Transfer of Review program. Descriptions can be modified as necessary. The terms and conditions included in this document are basic –additional conditions can be added on a site-specific basis, including based on comments provided in the Letter of Recommendation.

SAMPLE DESCRIPTIONS OF WORKS

Descriptions should include applicant and site information as follows:

[Applicant Name]

[Address 1]

[Address 2]

[City/Town], ON

[Postal Code]

[Site Name]

[Location (e.g. Lot/Concession)]

[City/Town]

Sample Description for Sewers/Conveyance

[the establishment of, or modifications to existing] wastewater infrastructure Works located in the [town/city], consisting of the following:

- **sanitary sewers, storm sewers and/or forcemains** on [Street Name(s)] from approximately [X] metres north/east/south/west of [Street Name] to approximately [X] metres north/east/south/west of [Street Name], discharging to [existing sewers, forcemain, SWM facility, etc.] located [location];
- **roadside ditches** on [Street Name(s)], from approximately [X] metres north/east/south/west of [Street Name] to approximately [X] metres north/east/south/west of [Street Name], discharging to [existing ditches, SWM facility, etc.] located [location];
- **[X number] of [culvert type] culverts** on [location, e.g. crossing X street or intersection];
- **grassed swales and culverts** on [Street Name(s)], from approximately [X] metres north/east/south/west of [Street Name] to approximately [X] metres north/east/south/west of [Street Name], discharging to [existing swales or ditches, SWM facility, etc.] located [location];
- **replacement of combined sewers** on [Street Name(s)], from approximately [X] metres north/east/south/west of [Street Name] to approximately [X] metres north/east/south/west of [Street Name], discharging to [existing combined sewer, sanitary sewer, etc.] located [location];

including erosion/sedimentation control measures during construction and all other controls and appurtenances essential for the proper operation of the aforementioned Works;

all in accordance with the submitted application and supporting documents listed in Schedule A forming part of this Approval.

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EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

Sample Description for Sewage Pumping Stations

[the establishment of, or modifications to existing] wastewater infrastructure Works to serve [service area description] located in the [town/city], consisting of the following:

- **sanitary sewage pumping station** on [Street Name(s)], designed for an initial period peak flow of [X] litres per second and an ultimate period peak flow of [X] litres per second, consisting of a [X sized] wet well equipped with [X] submersible pumps, [Pump Model] or Equivalent Equipment, [X] for duty and [X] for standby, each pump with a rated capacity of [X] litres per second and a total dynamic head (TDH) of [X] metres, complete with control systems, a high level alarm system, level transmitters, discharge piping, ventilation system, valves, [X] standby power generators rated at [X] kilowatts and other appurtenances, discharging via a [X] millimetre diameter forcemain to [existing sanitary sewer, forcemain, etc.] located on [X];

including erosion/sedimentation control measures during construction and all other controls and appurtenances essential for the proper operation of the aforementioned Works;

all in accordance with the submitted application and supporting documents listed in Schedule A forming part of this Approval.

Sample Description for Oil/Grit Separators

[the establishment of, or modifications to existing] stormwater management Works [to serve X, or related to project X, etc.], located in the [town/city], consisting of the following:

- **oil and grit separator (catchment area [X] hectares):** one (1) oil and grit separator, [Model X] or Equivalent Equipment, located [location], providing [Basic, Normal, Enhanced] Level of protection, having a sediment storage capacity of [X] cubic metres (or litres), an oil storage capacity of [X] cubic metres (or litres), a total storage volume of approximately [X] cubic metres (or litres), and a maximum treatment rate of [X] litres per second, receiving inflow from the storm sewer located [location], discharging via a [X] millimetre diameter outlet pipe equipped with [orifice, etc. if applicable] to [sewer, ditch, etc.] on [location];

including erosion/sedimentation control measures during construction and all other controls and appurtenances essential for the proper operation of the aforementioned Works;

all in accordance with the submitted application and supporting documents listed in Schedule A forming part of this Approval.

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

SAMPLE TERMS AND CONDITIONS FOR WORKS

Definitions:

1. "Approval" means this entire document and any schedules attached to it, and the application;
{For sewage pumping stations:
2. "BOD₅"(also known as TBOD₅) means five day biochemical oxygen demand measured in an unfiltered sample and includes carbonaceous and nitrogenous oxygen demand; }
3. "Director" means a person appointed by the Minister pursuant to section 5 of the EPA for the purposes of Part II.1 of the EPA;
{For privately owned works:
4. "District Manager" means the District Manager of the appropriate local District Office of the Ministry, where the Works are geographically located;
{For sewage pumping stations:
5. "E. coli" refers to the thermally tolerant forms of Escherichia that can survive at 44.5 degrees Celsius; }
6. "EPA" means the *Environmental Protection Act*, R.S.O. 1990, c.E.19, as amended;
{For sewage pumping stations:
7. "Emergency Situation" means a structural, mechanical or electrical failure that causes a temporary reduction in the capacity of the Sewage Pumping Station or an unforeseen flow condition that may result in:
 - a. danger to the health or safety of any person; or
 - b. injury or damage to any property, or serious risk of injury or damage to any property; }
8. "Equivalent Equipment" means a substituted equipment or like-for-like equipment that meets the required quality and performance standards of the approved named equipment;
9. "Event" means an action or occurrence at the Sewage Pumping Station that causes a Sewage Pumping Station Overflow. An Event ends when there is no recurrence of a Sewage Pumping Station Overflow in the 12-hour period following the last Sewage Pumping Station Overflow. Two Events are separated by at least 12 hours during which there has been no recurrence of a Sewage Pumping Station Overflow; }
- {For interim works:
10. "Interim Works" means the interim Works, described in this Approval and that are to be used for short-term purposes only in accordance with this Approval, until otherwise approval for an extension of this period has been granted; }
- {For sewage pumping stations:
11. "Limited Operational Flexibility" (LOF) means any modifications that the Owner is permitted to make to the Works under this Approval; }

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

12. "Ministry" means the ministry of the government of Ontario responsible for the EPA and OWRA and includes all officials, employees or other persons acting on its behalf;
13. "MNRF" means the Ministry of Natural Resources and Forestry of the government of Ontario and includes all officials, employees or other persons acting on its behalf;

{For sewage pumping stations:

14. "Notice of Modification" means the form entitled "Notice of Modification to Sewage Works"; }
15. "Owner" means [X], and includes {its/her/his/their} successors and assignees;
16. "OWRA" means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended;

{For sewage pumping stations:

17. "Professional Engineer" means a person entitled to practice as a Professional Engineer in the Province of Ontario under a licence issued under the *Professional Engineers Act*;
18. "Sewage Pumping Station Overflow" means any discharge from a Sewage Pumping Station to the environment that does not undergo any treatment or only receives partial treatment before it is discharged to the environment;
19. "Substantial Completion" has the same meaning as "substantial performance" in the *Construction Lien Act*; }
20. "Water Supervisor" means the Water Supervisor of the appropriate local office of the Safe Drinking Water Branch of the Ministry, where the Works are geographically located;

{For all applications **without** sewage pumping stations:

21. "Works" means the sewage works described in the Owner's application, and this Approval.

For all applications **with** sewage pumping stations:

"Works" means the sewage works described in the Owner's application, this Approval, and the modifications made under Limited Operational Flexibility.}

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

Terms and Conditions:

1. GENERAL CONDITIONS

1. The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
2. Except as otherwise provided by these Conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Approval, and the application for approval of the Works.
3. Where there is a conflict between a provision of any document in the schedule referred to in this Approval and the conditions of this Approval, the conditions in this Approval shall take precedence, and where there is a conflict between the documents in the schedule, the document bearing the most recent date shall prevail.
4. Where there is a conflict between the documents listed in Schedule A and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.
5. The conditions of this Approval are severable. If any condition of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this Approval shall not be affected thereby.

{If the Works discharge to a surface water body and if no Conservation Authority/MNRF approval has been obtained:

6. The issuance of, and compliance with the conditions of, this Approval does not:
 - a. relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement, including, but not limited to, the obligation to obtain approval from the local conservation authority/MNRF necessary to construct or operate the sewage works; or
 - b. limit in any way the authority of the Ministry to require certain steps be taken to require the Owner to furnish any further information related to compliance with this Approval. }

2. EXPIRY OF APPROVAL

1. This Approval will cease to apply to those parts of the Works which have not been constructed within five (5) years of the date of this Approval.
2. In the event that completion and commissioning of any portion of the Works is anticipated to be delayed beyond the specified expiry period, the Owner shall submit an application of extension to the expiry period, at least twelve (12) months prior to the end of the period. The application for extension shall include the reason(s) for the delay, whether there is any design change(s) and a review of whether the standards applicable at the time of Approval of the Works are still applicable at the time of request for extension, to ensure the ongoing protection of the environment.

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

{For interim works, use only this sub-condition, not 2(1) and 2(2):

3. This Approval to the Interim Works shall expire and become null and void on [date]. }

3. CHANGE OF OWNER

1. The Owner shall notify the {District Manager/Water Supervisor} and the Director, in writing, of any of the following changes within thirty (30) days of the change occurring:
 - a. change of Owner;
 - b. change of address of the Owner;
 - c. change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the *Business Names Act*, R.S.O. 1990, c.B17 shall be included in the notification to the {District Manager/Water Supervisor}; or
 - d. change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C39 shall be included in the notification to the {District Manager/Water Supervisor}.
 2. In the event of any change in ownership of the Works, other than a change to a successor municipality, the Owner shall notify in writing the succeeding owner of the existence of this Approval, and a copy of such notice shall be forwarded to the {District Manager/Water Supervisor} and the Director.
 3. The Owner shall ensure that all communications made pursuant to this condition refer to the number at the top of this Approval.
- {For privately owned, non-industrial works:
4. Notwithstanding any other requirements in this Approval, upon transfer of the ownership or assumption of the Works to a municipality if applicable, any reference to the District Manager shall be replaced with the Water Supervisor. }

{For storm sewers, ditches, culverts and swales, used for conveyance purposes only:

C. OPERATION AND MAINTENANCE

1. If applicable, any proposed storm sewers or other stormwater conveyance in this Approval can be constructed but not operated until the proposed stormwater management facilities in this Approval or any other Approval that are designed to service the storm sewers or other stormwater conveyance are in operation. }

{For sewage pumping stations:

P1. UPON THE SUBSTANTIAL COMPLETION OF THE WORKS

1. Upon the Substantial Completion of the Works, the Owner shall prepare a statement, certified by a Professional Engineer, that the works are constructed in accordance with this Approval, and upon request, shall make the written statement available for inspection by Ministry personnel.

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EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

2. Within six (6) months of the Substantial Completion of the Works, a set of as-built drawings showing the works "as constructed" shall be prepared. These drawings shall be kept up to date through revisions undertaken from time to time and a copy shall be retained at the Works for the operational life of the Works.

P2. SEWAGE PUMPING STATION OVERFLOW

1. Any Sewage Pumping Station Overflow is prohibited, except:
 - a. in an Emergency Situation; and
 - b. where the Sewage Pumping Station Overflow is a direct and unavoidable result of a planned maintenance procedure, the Owner having notified the {District Manager/Water Supervisor} at least fifteen (15) days prior to the occurrence of the Sewage Pumping Station Overflow and the {District Manager/Water Supervisor} having given written consent of the Sewage Pumping Station Overflow.
2. The Owner shall forthwith notify the Spills Action Centre (SAC) and the Medical Officer of Health of all Events as soon as possible. This notice shall include, at a minimum, the following information:
 - a. the date, time, and duration of the Event;
 - b. the location of the Sewage Pumping Station Overflow and the receiver;
 - c. the measured or estimated volume of the Event (unless the Event is ongoing); and
 - d. the reason for the Event.
3. The Owner shall submit a summary report of the Sewage Pumping Station Overflow Events to the {District Manager/Water Supervisor} on a quarterly basis, no later than each of the following dates for each calendar year: February 14, May 15, August 14, and November 15. The summary reports shall be in a format specified by the Ministry, which shall include, at a minimum, the following information on any Events that occurred during the preceding quarter:
 - a. the date of the Event(s);
 - b. the measured or estimated volume of the Event(s);
 - c. the duration of the Event(s);
 - d. the location of the Sewage Pumping Station Overflow and the receiver;
 - e. the reason for the Event(s); and
 - f. the impact of the Event(s) on the receiver(s).
4. The Owner shall use best efforts to collect a representative sample consisting of a minimum of two (2) grab samples of the Sewage Pumping Station Overflow and have it analyzed for the parameters outlined in Condition P4 using the protocols specified in Condition P4, one at the

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EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

beginning of the Event and the second approximately near the end of the Event, to best reflect the effluent quality of the Sewage Pumping Station Overflow.

5. The Owner shall maintain a logbook of all Sewage Pumping Station Overflows, which shall contain, at a minimum, the types of information set out in sub-conditions 2(a) to 2(d) in respect of each Sewage Pumping Station Overflow.

P3. OPERATION AND MAINTENANCE

1. The Owner shall exercise due diligence in ensuring that, at all times, the Works and the related equipment and appurtenances used to achieve compliance with this Approval are properly operated and maintained. Proper operation and maintenance shall include effective performance, adequate funding, adequate operator staffing and training, including training in all procedures and other requirements of this Approval and the EPA and regulations, adequate laboratory facilities, process controls and alarms and the use of process chemicals and other substances used in the Works.
2. The Owner shall prepare an operations manual {prior to the commencement of operation of the Works/within six (6) months of Substantial Completion of the Works}, that includes, but is not necessarily limited to, the following information:
 - a. operating and maintenance procedures for routine operation of the Works;
 - b. inspection programs, including frequency of inspection, for the Works and the methods or tests employed to detect when maintenance is necessary;
 - c. repair and maintenance programs, including the frequency of repair and maintenance for the Works;
 - d. procedures for the inspection and calibration of monitoring equipment;
 - e. a spill prevention control and countermeasures plan, consisting of contingency plans and procedures for dealing with equipment breakdowns, potential spills and any other abnormal situations, including notification to the Spills Action Centre (SAC), the Medical Officer of Health, and the {District Manager/Water Supervisor}; and
 - f. procedures for receiving, responding and recording public complaints, including recording any follow-up actions taken.
3. The Owner shall maintain the operations manual current and retain a copy at the location of the Works for the operational life of the Works. Upon request, the Owner shall make the manual available to Ministry staff.
4. The Owner shall provide for the overall operation of the Works an operator who holds a licence that is applicable to that type of facility and that is of the same class as or higher than the class of the facility in accordance with Ontario Regulation 129/04.

{If the Works are in an area where they are considered a significant threat to sources of drinking water :
5. The Owner shall develop a Response Plan in the event of unplanned Sewage Pumping Station Overflows, consisting of measures to mitigate and prevent the contamination of drinking water. }

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

P4. MONITORING AND RECORDING

1. The Owner shall, upon commencement of operation of the Works, carry out the following monitoring program:
 - a. All samples and measurements taken for the purposes of this Approval are to be taken at a time and in a location characteristic of the quality and quantity of the Sewage Pumping Station Overflow stream over the time period being monitored.
 - b. Samples shall be collected at the following sampling points, at the frequency specified, by means of the specified sample type and analyzed for each parameter listed and all results recorded, as outlined in Schedule X.
 - c. The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following:
 - i. the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only)", as amended from time to time by more recently published editions;
 - ii. the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater" (January 1999), ISBN 0-7778-1880-9, as amended from time to time by more recently published editions; and
 - iii. the publication "Standard Methods for the Examination of Water and Wastewater" (21st edition), as amended from time to time by more recently published editions.

P5. REPORTING

1. One (1) week prior to the start-up of the operation of the Works, the Owner shall notify the {District Manager/Water Supervisor} (in writing) of the pending start-up date.
2. The Owner shall, upon request, make all reports, manuals, plans, records, data, procedures and supporting documentation available to Ministry staff.
3. The Owner shall prepare a performance report within ninety (90) days following the end of the period being reported upon, and submit the report(s) to the {District Manager/Water Supervisor} when requested. The first such report shall cover the first annual period following the commencement of operation of the Works and subsequent reports shall be prepared to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:
 - a. a summary and interpretation of all monitoring data, including an overview of the success and adequacy of the Works;
 - b. a description of any operating problems encountered and corrective actions taken;

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

- c. a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the Works;
 - d. a summary of the calibration and maintenance carried out on all monitoring equipment;
 - e. a summary of any complaints received during the reporting period and any steps taken to address the complaints;
 - f. a summary of all Sewage Pumping Station Overflows, spill or abnormal discharge events;
 - g. a copy of all Notices of Modification submitted to the {District Manager/Water Supervisor} as a result of Schedule Y, Section 1, with a status report on the implementation of each modification;
 - h. a report summarizing all modifications completed as a result of Schedule Y, Section 3; and
 - i. any other information the {District Manager/Water Supervisor} requires from time to time.
4. The Owner shall, within thirty (30) calendar days of issuance of this Approval, submit a Municipal Wastewater System Profile Information Form, and shall resubmit the updated document every time a notification is provided to the {District Manager/Water Supervisor} in compliance with requirements of change of ownership under this Approval.

P6. LIMITED OPERATIONAL FLEXIBILITY

- 1. The Owner may make modifications to the Works in accordance with the Terms and Conditions of this Approval and subject to the Ministry's "Limited Operational Flexibility Criteria for Modifications to Sewage Works", included under Schedule Y of this Approval, as amended.
- 2. Sewage works proposed under Limited Operational Flexibility shall adhere to the design guidelines contained within the Ministry's publication "Design Guidelines for Sewage Works 2008", as amended.
- 3. The Owner shall ensure at all times, that the Works, related equipment and appurtenances which are installed or used to achieve compliance are operated in accordance with all Terms and Conditions of this Approval.
- 4. For greater certainty, the following are not permitted as part of Limited Operational Flexibility:
 - a. modifications to the Works that result in an increase of the approved Rated Capacity of the Works;
 - b. modifications to the Works that may adversely affect the approved effluent quality criteria or the location of the discharge/outfall;
 - c. modifications to the treatment process technology of the Works, or modifications that involve construction of new reactors (tanks) or alter the treatment train process design;

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

- d. modifications to the Works approved under s.9 of the EPA; and
 - e. modifications to the Works pursuant to an order issued by the Ministry.
5. Implementation of Limited Operational Flexibility is not intended to be used for piecemeal measures that result in major alterations or expansions.
6. If the implementation of Limited Operational Flexibility requires changes to be made to the Emergency Response, Spill Reporting and Contingency Plan, the Owner shall, as deemed necessary in consultation with the {District Manager/Water Supervisor}, provide a revised copy of this plan to the local fire services authority prior to implementing Limited Operational Flexibility.
7. For greater certainty, any modification made under the Limited Operational Flexibility may only be carried out after other legal obligations have been complied with, including those arising from the *Environmental Protection Act*, *Niagara Escarpment Planning and Development Act*, *Oak Ridges Moraine Conservation Act*, *Lake Simcoe Protection Act* and *Greenbelt Act*.
8. Prior to implementing Limited Operational Flexibility, the Owner shall complete a Notice of Modification describing any proposed modifications to the Works and submit it to the {District Manager/Water Supervisor}. }

{For oil and grit separators:

S1. OPERATION AND MAINTENANCE

- 1. If applicable, any proposed storm sewers or other stormwater conveyance in this Approval can be constructed but not operated until the proposed stormwater management facilities in this Approval or any other Approval that are designed to service the storm sewers or other stormwater conveyance are in operation.
- 2. The Owner shall make all necessary investigations, take all necessary steps and obtain all necessary approvals so as to ensure that the physical structure, siting and operations of the Works do not constitute a safety or health hazard to the general public.
- 3. The Owner shall undertake an inspection of the condition of the Works, at least once a year, and undertake any necessary cleaning and maintenance to ensure that sediment, debris and excessive decaying vegetation are removed from the Works to prevent the excessive build-up of sediment, oil/grit, debris and/or decaying vegetation, to avoid reduction of the capacity and/or permeability of the Works, as applicable. The Owner shall also regularly inspect and clean out the inlet to and outlet from the Works to ensure that these are not obstructed.
- 4. The Owner shall construct, operate and maintain the Works with the objective that the effluent from the Works is essentially free of floating and settleable solids and does not contain oil or any other substance in amounts sufficient to create a visible film, sheen, foam or discoloration on the receiving waters.
- 5. The Owner shall maintain a logbook to record the results of these inspections and any cleaning and maintenance operations undertaken, and shall keep the logbook at the Owner's administrative office for inspection by the Ministry. The logbook shall include the following:

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

- a. the name of the Works; and
 - b. the date and results of each inspection, maintenance and cleaning, including an estimate of the quantity of any materials removed and method of clean-out of the Works.
6. The Owner shall prepare an operations manual prior to the commencement of operation of the Works that includes, but is not necessarily limited to, the following information:
 - a. operating and maintenance procedures for routine operation of the Works;
 - b. inspection programs, including frequency of inspection, for the Works and the methods or tests employed to detect when maintenance is necessary;
 - c. repair and maintenance programs, including the frequency of repair and maintenance for the Works;
 - d. contingency plans and procedures for dealing with potential spills and any other abnormal situations and for notifying the {District Manager/Water Supervisor}; and
 - e. procedures for receiving, responding and recording public complaints, including recording any follow-up actions taken.
7. The Owner shall maintain the operations manual current and retain a copy at the Owner's administrative office for the operational life of the Works. Upon request, the Owner shall make the manual available to Ministry staff.

S2. TEMPORARY EROSION AND SEDIMENT CONTROL

1. The Owner shall install and maintain temporary sediment and erosion control measures during construction and conduct inspections once every two (2) weeks and after each significant storm event (a significant storm event is defined as a minimum of 25 mm of rain in any 24 hours period). The inspections and maintenance of the temporary sediment and erosion control measures shall continue until they are no longer required and at which time they shall be removed and all disturbed areas reinstated properly.
2. The Owner shall maintain records of inspections and maintenance which shall be made available for inspection by the Ministry, upon request. The record shall include the name of the inspector, date of inspection, and the remedial measures, if any, undertaken to maintain the temporary sediment and erosion control measures.

S3. REPORTING

1. One (1) week prior to the start-up of the operation of the Works, the Owner shall notify the {District Manager/Water Supervisor} (in writing) of the pending start-up date.
2. The Owner shall, upon request, make all reports, manuals, plans, records, data, procedures and supporting documentation available to Ministry staff.
3. The Owner shall prepare a performance report within ninety (90) days following the end of the period being reported upon, and submit the report(s) to the {District Manager/Water Supervisor}

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when requested. The first such report shall cover the first annual period following the commencement of operation of the Works and subsequent reports shall be prepared to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:

- a. a description of any operating problems encountered and corrective actions taken;
- b. a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the Works, including an estimate of the quantity of any materials removed from the Works;
- c. a summary of any complaints received during the reporting period and any steps taken to address the complaints;
- d. a summary of all spill or abnormal discharge events; and
- e. any other information the {District Manager/Water Supervisor} requires from time to time. }

R. RECORD KEEPING

- 1. The Owner shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the operation, maintenance and monitoring activities required by this Approval.

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

Schedule A forms part of this Approval and contains a list of supporting documentation / information received, reviewed and relied upon in the issuance of this Approval.

Schedule A

1. Application for Environmental Compliance Approval, dated Date, received on Date, submitted by Applicant Name;
2. Transfer of Review Letter of Recommendation, dated Date and signed by Name, P.Eng., Title, Review Department, Municipality;
3. Emails dated Date from...

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

{For sewage pumping stations:

Schedule X

Table 1 - Monitoring during a Sewage Pumping Station Overflow Event
(Samples to be collected from the Sewage Pumping Station Overflow stream)

Sample Type	Grab
Frequency	One sample at the beginning of the Event and the second sample approximately near the end of the Event
Parameters	BOD5, Total Suspended Solids, Total Phosphorus, Total Ammonia Nitrogen, E. coli (Note 1 see below), and pH

Note 1: Sampling and analysis shall be performed only for Events that occur between April 1 and October 31 inclusive

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

Schedule Y

Limited Operational Flexibility Criteria for Modifications to Municipal Sewage Works

- I. The modifications to sewage Works approved under an Environmental Compliance Approval (Approval) that are permitted under the Limited Operational Flexibility (LOF), are outlined below and are subject to the LOF conditions in the Approval, and require the submission of the Notice of Modification. If there is a conflict between the sewage Works listed below and the Terms and Conditions in the Approval, the Terms and Conditions in the Approval shall take precedence.
 1. Sewage Pumping Stations
 - a. Alter pumping capacity by adding or replacing equipment where new equipment is located within an existing sewage pumping station site, provided that the modifications do not result in an increase of the pumping station's Rated Capacity and the existing flow process and/or treatment train are maintained, as applicable.
 - b. Forcemain relining and replacement with similar pipe size where the nominal diameter is not greater than 1,200 millimetres.
 2. Pilot Systems
 - a. Installation of pilot systems for new or existing technologies provided that:
 - i. any effluent from the pilot system is discharged to the inlet of the sewage pumping station or hauled off-site for proper disposal;
 - ii. any effluent from the pilot system discharged to the inlet of the sewage pumping station or sewage conveyance system does not significantly alter the composition/concentration of the influent sewage to be treated in the downstream process; and that it does not add any inhibiting substances to the downstream process; and
 - iii. the pilot system's duration does not exceed a maximum of two (2) years; and a report with results is submitted to the Director and Water Supervisor three (3) months after the completion of the pilot project.
2. Sewage Works that are exempt from section 53 of the OWRA by O. Reg. 525/98 continue to be exempt and are not required to follow the notification process under this Limited Operational Flexibility.
3. Normal or emergency operational modifications, such as repairs, reconstructions, or other improvements that are part of maintenance activities, including cleaning, renovations to existing approved sewage Works equipment, provided that the modification is made with Equivalent Equipment, are considered pre-approved.

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4. The modifications noted in section (3) above are not required to follow the notification protocols under Limited Operational Flexibility, provided that the number of pieces and description of the equipment as described in the Approval does not change.

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS



Ontario
Ministry of
the Environment

Notice of Modification to Sewage Works

RETAIN COPY OF COMPLETED FORM AS PART OF THE ECA AND SEND A COPY TO THE WATER SUPERVISOR (FOR MUNICIPAL) OR DISTRICT MANAGER (FOR NON-MUNICIPAL SYSTEMS)

Part 1 – Environmental Compliance Approval (ECA) with Limited Operational Flexibility

(Insert the ECA's owner, number, issuance date and notice number, which should start with "01" and consecutive numbers thereafter)

ECA Number	Issuance Date (mm/dd/yy)	Notice number (if applicable)
ECA Owner		Municipality

Part 2: Description of the modifications as part of the Limited Operational Flexibility

(Attach a detailed description of the sewage works)

Description shall include:

1. A detail description of the modifications and/or operations to the sewage works (e.g. sewage work component, location, size, equipment type/model, material, process name, etc.)
2. Confirmation that the anticipated environmental effects are negligible.
3. List of updated versions of, or amendments to, all relevant technical documents that are affected by the modifications as applicable, i.e. submission of documentation is not required, but the listing of updated documents is (design brief, drawings, emergency plan, etc.)

Part 3 – Declaration by Professional Engineer

I hereby declare that I have verified the scope and technical aspects of this modification and confirm that the design:

1. Has been prepared or reviewed by a Professional Engineer who is licensed to practice in the Province of Ontario;
 2. Conforms with the Limited Operational Flexibility as per the ECA;
 3. Has been designed consistent with Ministry's Design Guidelines, adhering to engineering standards, industry's best management practices, and demonstrating ongoing compliance with s.53 of the Ontario Water Resources Act; and other appropriate regulations.
- I hereby declare that to the best of my knowledge, information and belief the information contained in this form is complete and accurate.

Name (Print)	PEO License Number
Signature	Date (mm/dd/yy)
Name of Employer	

Part 4 – Declaration by Owner

I hereby declare that:

1. I am authorized by the Owner to complete this Declaration;
 2. The Owner consents to the modification; and
 3. These modifications to the sewage works are proposed in accordance with the Limited Operational Flexibility as described in the ECA.
4. The Owner has fulfilled all applicable requirements of the *Environmental Assessment Act*.
- I hereby declare that to the best of my knowledge, information and belief the information contained in this form is complete and accurate.

Name of Owner Representative (Print)	Owner representative's title (Print)
Owner Representative's Signature	Date (mm/dd/yy)

}

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

Reasons:

1. Condition 1 is imposed to ensure that the Works are constructed and operated in the manner in which they were described and upon which approval was granted. This condition is also included to emphasize the precedence of conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. {Condition 1.6 is included to emphasize that the issuance of this Approval does not diminish any other statutory and regulatory obligations to which the Owner is subject in the construction, maintenance and operation of the Works. The Condition specifically highlights the need to obtain any necessary conservation authority approvals. The Condition also emphasizes the fact that this Approval doesn't limit the authority of the Ministry to require further information.}
2. Condition 2 is included to ensure that, when the Works are constructed, the Works will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.
3. Condition 3 is included to ensure that the Ministry records are kept accurate and current with respect to the approved Works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.
- C. Condition C is included to prevent the operation of stormwater pipes and other conveyance until such time that their required associated stormwater management Works are also constructed.
- P1. Condition P1 is included to ensure that the Works are constructed in accordance with the Approval and that record drawings of the Works "as constructed" are updated and maintained for future references.
- P2. Condition P2 is included to indicate that Sewage Pumping Station Overflows are prohibited, except in circumstances where the failure to overflow could result in greater injury to the public interest than the Sewage Pumping Station Overflow itself. The notification and documentation requirements allow the Ministry to take action in an informed manner and ensure that the Owner is aware of the extent and frequency of Events.
- P3. Condition P3 is included to ensure that the Works are properly operated, maintained, funded, staffed and equipped such that the environment is protected and deterioration, loss, injury or damage to any person or property is prevented. The Condition also ensures that a comprehensive operations manual governing all significant areas of operation, maintenance and repair is prepared, implemented and kept up-to-date by the Owner and is made available to the Ministry. Such a manual is an integral part of the operation of the Works. Its compilation and use should assist the Owner in staff training, proper plant operation, and identification and planning for contingencies during abnormal conditions. The manual will also act as a benchmark for Ministry staff when reviewing the operation of the Works.
- P4. Condition P4 is included to provide additional details on the monitoring of Sewage Pumping Station Overflows.
- P5. Condition P5 is included to provide a performance record for future references, to ensure that the Ministry is made aware of problems as they arise, and to provide a compliance record for all the terms and conditions outlined in this Approval, so that the Ministry can work with the Owner in resolving any problems in a timely manner.

SCHEDULE D
EXAMPLES OF WORK DESCRIPTIONS, AND TERMS AND CONDITIONS

- P6. Condition P6 is included to ensure that the Works are operated in accordance with the application and supporting documentation submitted by the Owner, and not in a manner which the Director has not been asked to consider. These conditions are also included to ensure that a Professional Engineer has reviewed the proposed modifications and attests that the modifications are in line with that of Limited Operational Flexibility, and provide assurance that the proposed modifications comply with the Ministry's requirements stipulated in the terms and conditions of this Approval, Ministry policies, guidelines, and industry engineering standards and best management practices.
- S1. Condition S1 is included as regular inspection and necessary removal of sediment and excessive decaying vegetation from the Works are required to mitigate the impact of sediment, debris and/or decaying vegetation on the treatment capacity of the Works. The Condition also ensures that adequate storage is maintained in the Works at all times as required by the design. Furthermore, this Condition is included to ensure that the Works are operated and maintained to function as designed.
- S2. Condition S2 is included as installation, regular inspection and maintenance of the temporary sediment and erosion control measures is required to mitigate the impact on the downstream receiving watercourse during construction until they are no longer required.
- S3. Condition S3 is included to provide a performance record for future references, to ensure that the Ministry is made aware of problems as they arise, and to provide a compliance record for all the terms and conditions outlined in this Approval, so that the Ministry can work with the Owner in resolving any problems in a timely manner.
- R. Condition R is included to require that all records are required for a sufficient time period to adequately evaluate the long-term operation and maintenance of the Works.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-75

AGREEMENT: (P1) A by-law to authorize the execution of the Agreement between the City and The Association of Municipalities of Ontario for funding related to Ontario's Main Street Revitalization Initiative.

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 April 1, 2018 between the City and The Association of Municipalities of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding related to Ontario's Main Street Revitalization Initiative.

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 23rd day of April, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE FUNDING AGREEMENT

THE AGREEMENT is effective as of the 9th day of April, 2018.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

THE SAULT STE. MARIE INSECTARIUM

(hereinafter referred to as the "Recipient")

WHEREAS the City Council has passed a resolution to contribute funding to the above noted recipient on a onetime basis to support operations;

AND WHEREAS the parties have mutually agreed to the covenant and funding as set out in this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1.1 Term

The Agreement will commence on the Effective Date and will expire on December 31, 2018 (the "Term") unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 3.6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) are subject to City Council approval.

2.1 Use of Funds

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and

- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3.1 Funds Provided

The City shall:

- i. Provide the Recipient up to \$78,000 (the "Funds") for the purpose of operational requirements, in accordance with Schedule "A"
- ii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a. Resides at a Canadian financial institution; and
 - b. Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.2 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.3 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further installments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

3.4 Payment

Funds will be released upon receipt of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding claims.

3.5 Accounting Records

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

3.6 Reports

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and

4.1 Procurement

The selection of any third party vendors (i.e. contractors) by the Recipient to perform the project in full or in part for an amount greater than \$25,000 shall follow a formal tendering process including a written request for at least 3 proposals, evaluation of bids received and execution of a written agreement with the successful contractor.

5.1 Recognition

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

6.1 Insurance

The Recipient shall keep in force during the Term of this Agreement, liability insurance against claims for bodily injury, personal injury or property damage in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before March 1st, 2018

7.1 Indemnity

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

8.1 Default

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

9.1 Termination

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 8.1 herein shall apply.

10.1 Notice

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City of SSM:

Tom Vair
Deputy CAO Community Development & Enterprise Services
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

In the case of notice to the Recipient:

John Dedes, President
The Sault Ste. Marie Insectarium
105 Bruce Street
Sault Ste. Marie, ON P6A 5N1

11.1 General Provisions

11.1.2 General Expenses Incurred

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

11.1.3 Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

11.1.4 Assignment

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

12.1 Execution of Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____

Date _____

Name and Title **Mayor - Christian Provenzano**

By: _____

Date _____

Name and Title **City Clerk - Malcolm White**

I/we have authority to bind the Corporation.

THE SAULT STE. MARIE INSECTARIUM

By: _____

Date _____

Name and Title _____

By: _____

Date _____

Name and Title _____

I/we have authority to bind the Corporation.

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Sault Ste Marie Insectarium is a project partnership envisioned by and led by John Dedes. It is a place where visitors discover the hidden and often misunderstood world of insects through live exhibits of insects from all over the world, with the aim of sparking a curiosity that leads to a passion for lifelong learning and discovery. The City provides funding dollars to assist with operating costs to ultimately support job creation, support the increase of new tax assessments through new investments and to support economic development projects.

2. THE KEY PERFORMANCE TARGETS ARE:

A. Net Job Creation:

Support for one permanent staff member

B. Increased Tax Assessment:

N/A

C. Other Community Development Benefits

Operation of a community attraction that will benefit residents and tourists to Sault Ste. Marie as well as serve to educate visitors.

3. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits for one permanent full-time staff	\$60,000
Unused funding for salary and benefits may be used to support rent costs	\$18,000
Total:	\$78,000

4. MAXIMUM FUNDS \$78,000

5. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

March 31, 2018	\$26,000
July 3, 2018	\$26,000
December 31, 2018	\$26,000

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

6. EXPIRY DATE

December 31, 2018

SCHEDULE "B" REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

1. Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
2. Written summary of Eligible Expenses, in the form provided in Schedule "C";
3. Final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community shall be submitted to the City within six months of project end date.

SCHEDULE "C"

SUMMARY OF ELIGIBLE EXPENSES

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-78

LOCAL BOARDS: (L.5.7) a by-law to re-establish the Sault Ste. Marie Historic Sites Board.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 195 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **BOARD NAME CHANGE**

The Sault Ste. Marie Historical Sites Board is abolished and there is hereby continued a Board of Management under the name Sault Ste. Marie Historic Sites Board (hereinafter referred to as the Board).

2. **MEMBERS**

(a) The Board shall be composed of the following persons:

- (i) one member of Council; and
- (ii) at least six other persons who are qualified to be elected as members of the Council.

(b) All appointments to the Board shall be made by the Council by resolution.

3. **TERM OF OFFICE**

The member who is a member of Council shall be appointed for a two-year term. The remaining members shall be appointed for a two-year term. All members shall hold office until their successors are so appointed.

4. **OFFICERS**

- (i) the Board shall elect its own Chair & Vice Chair and any other officers it deems necessary from among its members;
- (ii) the Secretary-Treasurer and Administrator of the Board shall be the Curator of the Ermatinger • Clergue National Historic Site.

5. **BUDGET**

The Board shall submit its yearly budget as part of the Community Development and Enterprise Services budget on the date determined by the City Treasurer.

6. **MANAGEMENT**

The Board shall act on behalf of the Council as a Board of Management for the Ermatinger•Clergue National Historic Site. The Board shall act on behalf of the Council as a Board of Management for such other properties as are referred to it by the Council. Subject to such limitations and restrictions as Council may herein or hereinafter either by resolution, by-law or otherwise direct the Board shall:

- (i) be responsible to Council;
- (ii) serve without remuneration;
- (iii) conduct all ordinary meetings open and no person shall be excluded therefrom except for improper conduct;
- (iv) keep minutes of its meetings and keep all papers and documents pertaining to the business of the Board and all books, documents and files kept by the Board shall be open to the inspection of the Council or any other person or persons appointed for that person by the Council;
- (v) immediately at the end of each year, submit its annual report to the Council including a report on private donations on the terms upon which any private donations were given during the preceding year;
- (vi) make regulations governing its proceedings, the calling of meetings and the conduct of its members;
- (vii) appoint a Chair and a Vice-Chair and such other officials as may be required from time to time for the organizational structure of the Board;
- (viii) recommend the annual user fees of the Ermatinger•Clergue National Historic Site to Council
- (ix) determine policy concerning the Museum Gift Shop operations;
- (x) determine hours of operation for the Ermatinger•Clergue National Historic Site;

- (xi) not make or authorize a structural change of any kind in or to the Ermatinger•Clergue National Historic Site without the approval of Council;
- (xii) assess requests for the naming of municipal or private properties and provide its recommendation to City Council as outlined in the City's Information Manual;
- (xiii) prepare response on matters of historical importance for the consideration of City Council as outlined in the City's Information Manual;
- (xiv) have an established link with the Sault Ste. Marie Municipal Heritage Committee (M.H.C.) including communication and minutes;
- (xv) ensure that the Ermatinger•Clergue National Historic Site operates as specified in the "Museum Operating Guidelines" for the Province of Ontario and other relevant guidelines;
- (xvi) ensure that the policies necessary for the management, development and protection of the Site are maintained;
- (xvii) submit to Council an annual budget of the estimated revenue and expenditures for the Ermatinger•Clergue National Historic Site;
- (xviii) make recommendations concerning staff requirements and staff duties to the Council;
- (xix) review monthly revenues & expenditures of the annual operating budget, including specific one time projects prior to being sent to the City Treasurer; and
- (xx) operate within the Mission and Purpose of the Site.

7. **BEQUESTS AND DISPLAYS**

Subject to such limitations and restrictions herein or hereinafter set out, the Board may:

- (i) receive and apply any private donation toward the Ermatinger•Clergue National Historic Site in such a manner as it deems advisable but not inconsistent in the terms upon which any amount was donated; and

- (ii) arrange for special displays, shows and events that it deems consistent with the purposes of the Ermantinger•Clergue National Historic Site and may use any monies raised as a result of such special displays as if these monies were a private donation.

8. **BY-LAWS 2001-229, 2004-17, AND 2017-9 REPEALED**

By-laws 2001-229, 2004-17, and 2017-9 are hereby repealed.

9. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of April, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

tj\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2018\\2018-78 Historic Sites Board.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-79

AGREEMENT: (P5) A by-law to authorize the proposal by Blackline Consulting to provide a Comprehensive Review of the submitted IT Service Delivery Model for the City.

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 proposal by Blackline Consulting, a copy of which is attached as Schedule "A" hereto. This proposal is to provide a Comprehensive Review of the submitted IT Service Delivery Model for the City.

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 23rd day of April, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

Confidential

BLACKLINE CONSULTING
114 Cumberland Street, Unit 302
Toronto ON
M5R 1A6
www.blacklineconsulting.ca

The City of Sault Ste. Marie
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

11 April 2018

Re: Comprehensive Review of the IT Service Delivery Model for the City of Sault Ste. Marie

Attention: Mayor and Council, City of Sault Ste. Marie,

Thank you for the opportunity to work with you. As per our proposal dated 2 March 2018 and following our conversation, we have summarized in this engagement letter how Blackline Consulting ("Blackline") can support Corporation of the City of Sault Ste. Marie ("the City" or "Sault Ste. Marie") to review your IT Service Delivery Model.

Your Situation

It is refreshing to see a city with progressive thinking about digital services, one that acknowledges that its current IT service model may not be optimal for the future. The world is changing, socio-economic trends are having an impact on municipalities:



Changes in social expectations – constituents want more accessible information and services; available anytime and quickly



Consumerization of technology – creates an expectation that users should have the same experience at work as they do at home



Digital Divide – an aging population is causing municipalities to provide omni-channel services for digital natives and digital migrants

The City is embracing these changes as indicated by the work you are doing with the Sault Ste. Marie Economic Development Corporation (SSMEDC) and the response you are preparing to the Smart City Challenge. Technology and the City's IT department will play a critical role in achieving the goals of both. The City therefore is seeking a qualified advisor to:

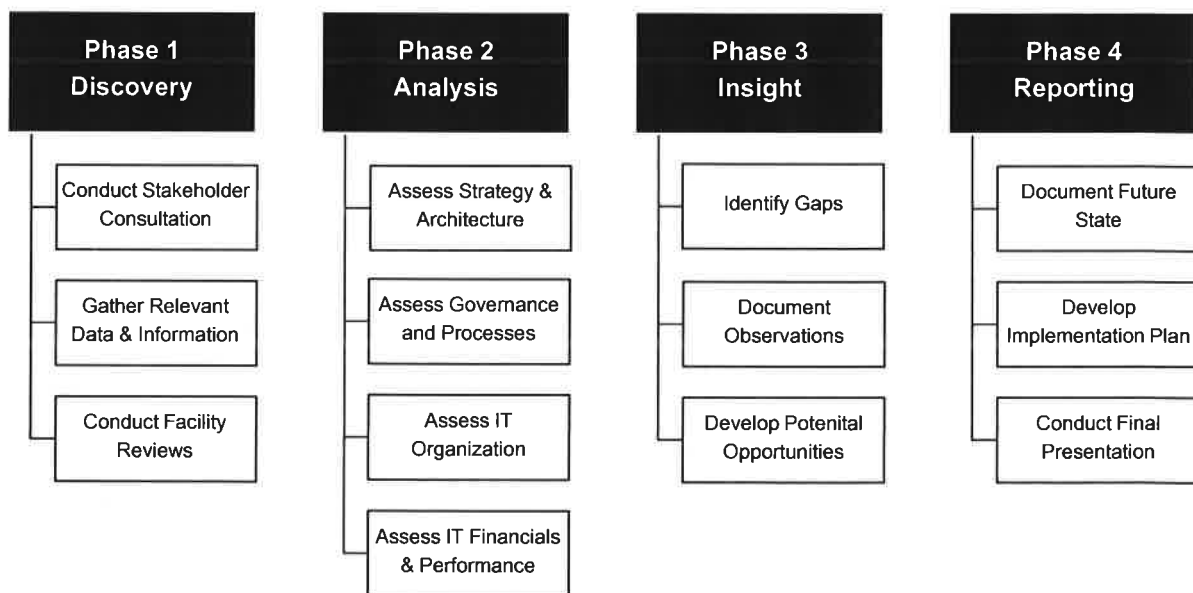
- Assess the current state of IT and technology at the City, including but not limited to the:

- City's IT department, composition, size, responsibilities, reporting lines and capabilities
 - Technology architecture (infrastructure, network, application and data)
 - Policies and processes for managing projects and day-to-day operations
- Identify opportunities to improve the current state of IT
 - Provide a set of recommendations to achieve the City's desired future state

Given the above, Blackline's believes that understanding the future demand is critical for building an IT department that can optimally manage that demand. That is why our approach is business driven, first gathering the needs of the City's constituents and surveying the services of the City, before looking at IT and the technology that enables it.

Approach

Below we have provided our proposed approach, followed by a detailed explanation of each phase:



Phase 1 – Discovery

The foundation to our IT assessment approach is to build an understanding of the organization's strategy. Understanding what the organizational objectives allows us to describe how IT should be supporting achieving the strategy. As we get to the assessment, we ask the question "what is the gap between the current IT and the needed IT to meet the strategic direction?". Additionally, meeting business users provides input on the expectation of the organization for IT, whether that is systems or support services. During phase one we will conduct the following activities:

- Perform a kick-off session to confirm the scope, timeline of events and setup the project governance (status reporting, key milestones and logistics)
- Review the information request and interview guides with your IT leadership to ensure to covers all aspects needed
- Provide the City with a list of potential interviewees for scheduling
- Conduct the interviews with City staff to understand more about the use of technology, interactions with the IT department and identify strengths, weaknesses and opportunities for improvement. We will also capture contextual information about what changes are occurring in the various departments to get a better sense of future needs or changes to demand. While you have not specified the number of key stakeholders that should be included in the review, we have made the following assumptions for planning purposes:

Functions	# of Interviewees	Type: Group or 1-on-1	Duration / Interview (hr)
CAO	1	1-on-1	0.5
Deputy CAOs	2	1-on-1	0.5
Corporate Services			
• City Clerk	Up to 8	Group	1.5
• Finance	Up to 8	Group	1.5
• IT	10	1-on-1	1.0
• HR	Up to 8	Group	1.5
Community Development & Enterprise Services			
• Building	3	1-on-1	1.0
• Community Services	Up to 8	Group	1.5
• Planning & Enterprise Services	3	1-on-1	1.0
Public Works & Engineering Services			
• Public Works	Up to 8	Group	1.5
• Engineering	Up to 8	Group	1.5
Legal	Up to 8	Group	1.5
Fire Services	2	Group	1.0

- Provide the City with an information request and guidance on using our information request template
 - We will also setup a secure online portal for you to upload documentation
 - Ideally, we like to have the high priority information before meeting with staff so that we can have a richer conversation
 - Request and review policies, procedures, inventories, organizational charts, performance reports / KPIs, technical diagrams, and financial documentation related to IT

- We will also request a tour of the facilities – primary / secondary data center. In addition, it would also be helpful to have a tour of one of the main offices, so we can see the user side and also the environment where the IT department works.

The output of phase one is a summary of business drivers.

Phase 2 – Analysis

Roughly in parallel with phase one, we will assess the current IT environment at the City. While assessing good practice in IT is useful, it is more important to assess the extent to which the current IT environment can meet the needs of the organizations as gathered during phase one. Across each of the six domains of our framework, we look at the current state from three lenses; efficiency, effectiveness and risk. We will identify observations and comment on the suitability of the current environment given your organization and its strategic direction. To conduct the assessment, we will:

- Assess the information provided in documentation and during our interviews. In many cases, we require follow up questions and touch-points with the IT department to confirm our understanding and answer additional questions we may have.
- Perform analysis of key metrics as it relates to each of the six domains of our IT Performance Assessment Framework, for example; IT staff to overall staff ratio, age of IT assets, service and incident volume, IT financial spend, project portfolio spend and volume, etc.
- We will also benchmark your IT operations against industry practices such as ITIL, COBIT and PMI to identify potential gaps or opportunities.
- During this phase we will also document the network architecture as per your request.
- Ultimately, this stage will inform the current state (or baseline) model of the City's current IT operating model by using information from the interviews and analysis.

We will begin to draft our report and provide the City with a summary of our key observations thus far as we complete the current state assessment.

Phase 3 – Insight

The goal of the third phase is to identify alternative solutions for the City's future IT service delivery model. We refer to this phase as "Insight" since, with IT, there is often more than once approach that you can take and it requires insight to properly evaluate each potential option. The activities in this phase are:

- Identify gaps based on facts, evidence and comparison to common practice (COBIT and ITIL)
- Discuss the role IT currently has in the City's, the future needs of the City and opportunities to expand or change the role of IT
- Develop recommendations on changes the City should make that will better position IT to meet organizational objectives across all in scope domains
- We will hold a working session with your project team to discuss these recommendations and potential models, the pros or cons and the impact of such changes. We will also discuss how those changes may

materialize over a period of time. For example, alignment with key City initiatives that may require new capability or upcoming retirements, new training course, etc.

It is important for us to discuss these recommendations with you prior to finalizing our report. While we maintain independence, there may be key organizational factors that make certain recommendations more or less achievable or important. It's key that the report we provide you with is actionable and achievable otherwise it will make any improvements more difficult to implement. We find that this discussion usually moves quickly to a discussion of when we can achieve the changes and the relative priority of the recommendations. The work we do throughout the engagement to share our findings and consult throughout, typically means that we have already adjusted the recommendations to a state that makes sense for the client.

Phase 4 – Reporting

Having agreed on a set of recommendations, we will formally document the City's desired future state IT service delivery model. It will include a roadmap of initiatives to pursue with indicative timelines, costs and resource requirements. During this final phase we will:

- Summarize each specific initiative, which we call mini project charters (up to 15). Each mini charter typically includes:
 - A description of the initiative
 - Benefits of the initiative – cost savings, efficiency / effectiveness, risk mitigation
 - Key assumptions
 - Timeline (with key actions)
 - Costs (one-time and ongoing)
 - Risks
- Using agreed upon criteria, we will hold a workshop to sequence and prioritize the projects to ensure the City has a logical approach to prioritizing workload and initiatives
- Document a schedule of initiatives and potential interdependencies
- Document the IT service delivery model and organizational structure

We will review the future state and roadmap with your project team, before finalizing the documents for presentation to senior management.

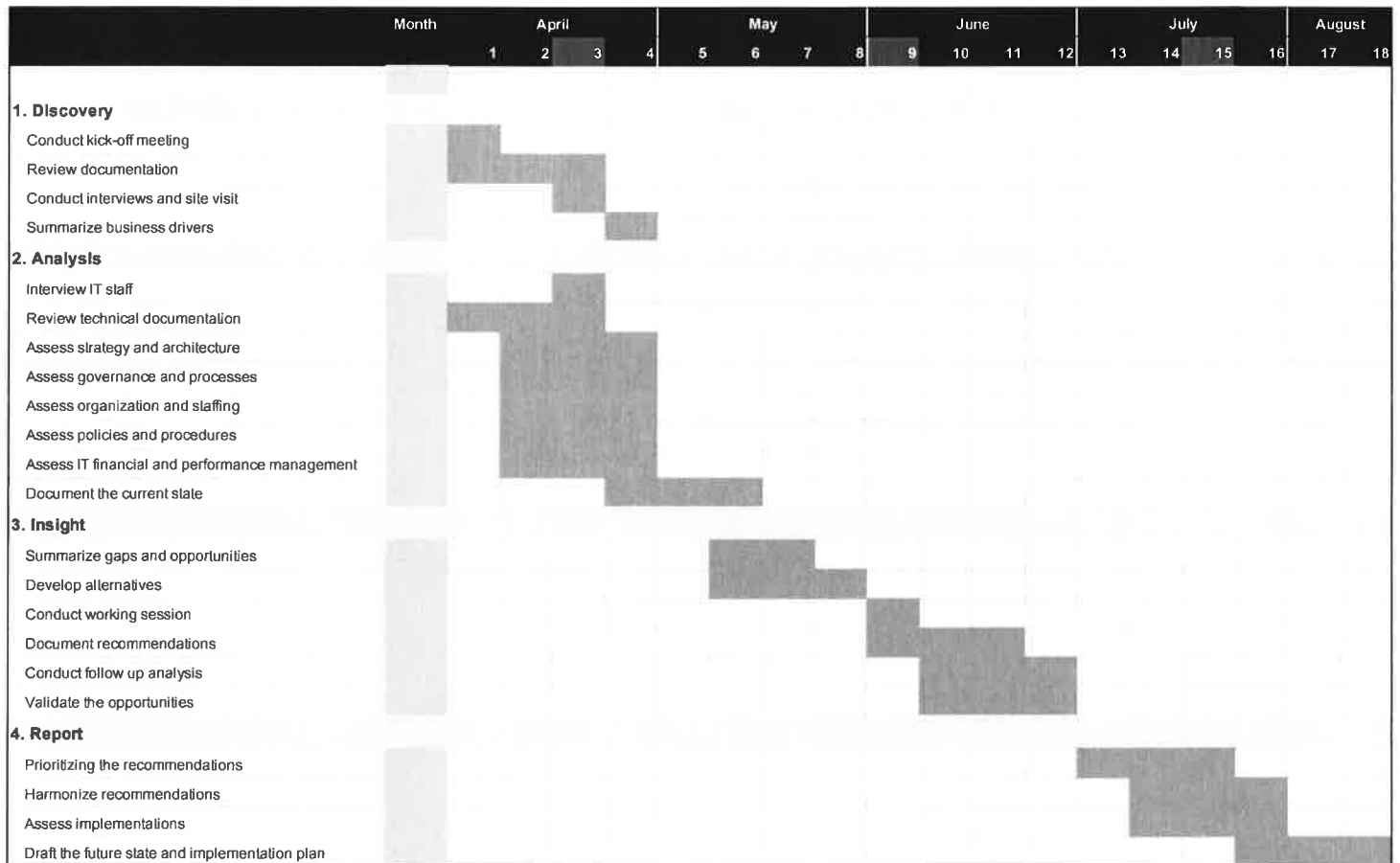
Timeline

We anticipate starting the week of April 16th 2018 and completion in August 2018.

At the beginning of this project, we will discuss this timeline to ensure our activities fit with broader priorities. Below we summarize the key milestones and when the City can expect them.

Phase	Start	Completion	Description of Milestone (completion of Phase)
1. Discovery	Week 1	Week 4	1. Completion of stakeholder interviews 2. Synthesis – perception of IT and key business drivers
2. Analysis	Week 1	Week 6	3. Initial draft of IT assessment
3. Insight	Week 6	Week 12	4. Completion of workshop 5. Current State report
4. Report	Week 13	Week 18	6. 10-year future state including; IT service model, roadmap and detailed initiatives 7. Executive presentation

The following is a Gantt chart view of the project schedule. Weeks 3, 9 and 15 our team will be onsite.



Staffing

We are proposing a senior team given the nature of this engagement. The team will include three members, two senior partners and one junior consultant to assist throughout. We will not use any subcontractors on this engagement and will not replace any staff members without your consent.

John Naas

Engagement

Lead

Ian Shelley

IT Review

Advisor



Sami Issa

Associate Consultant

John Naas, Engagement Lead

John has over 15 years of consulting experience servicing municipalities. John has also worked abroad with clients across more than 10 countries and 3 continents, he holds a unique breadth of expertise and understanding of global markets. Prior to joining Blackline, John led KPMG's technology strategy team where he helped clients optimize their IT operations.

John has led reviews at the City of Brampton, City of Brantford, Town of Grimsby, and the Town of Penetanguishene. On the private sector side John has led reviews with Manulife Financial, CIBC Mellon, London Market, Royal Bank of Scotland, Aviva, and Zurich Insurance Group to name a few.

Ian Shelley, IT Review Advisor

Ian is an executive level leader and practitioner, committed to helping public sector organizations drive change. His consulting career spans over 20 years and prior to forming Blackline, he was a Partner in KPMG's management consulting practise where he led the Operations and Technology service line in the GTA. He has assisted numerous clients to conduct reviews of their IT departments, providing perspectives on the

Ian's municipal experience includes: City of Toronto, Region of Peel, York Region, City of Brampton, City of Barrie, Meaford County, Suffolk County and more.

Sami Issa, Associate Consultant

Sami is an Associate Consultant with Blackline Consulting. He holds a Master's in Global Affairs specialized in Innovation and Global Economics from the University of Toronto. Prior to joining Blackline, he worked with International Organizations, public sector organizations, not for profits and the private sector.

Since joining Blackline, Sami has been an advisor to many clients ranging various industries providing them advise on their IT operations. Sami has been involved in Digital and IT Strategy engagements, IT Reviews, Data Architecture development, and IT operations outsourcing. In addition to the technology engagements, Sami has been involved in other projects ranging from Strategic Planning to Operational Efficiency Reviews to Process Designs.

Team Roles and Responsibilities

Below is a breakdown of the roles of each team member and their responsibilities.

Member	Role	Description of role on engagement
John Naas	Engagement Lead	John will have overall responsibility to the conduct of the engagement, he will be the day-to-day liaison person with your project lead and will review all aspects of the work completed by Blackline. As the primary delivery resource, John will lead interviews, as well as direct the analysis activities of Blackline. He will delegate tasks and deliver all aspects of the engagement and oversee the work conducted by the team.
Ian Shelley	IT Review Advisor	Ian will work with the team in all stages of this project. Particularly, he will have an active role internally critiquing the team's findings and recommendations, to ensure the quality of work remains at a high standard. Ian will assist the team with the preparation of deliverables, provide insights and analysis.
Sami Issa	Associate Consultant	Sami will assist the team throughout this engagement with data collection, data analysis, research, and preparation of deliverables.

Professional Fees

To deliver this engagement we propose a fixed fee of **\$ 76,355** for our professional services. Below is a breakdown of the work by the engagement phase. We include our estimate for expenses, however we will bill you at cost for any expenses occurred.

Stage	Fee
1. Discovery	\$ 22,845
2. Analysis	\$ 28,130
3. Insight	\$ 13,290
4. Report	\$ 12,090
Total Fees	\$ 76,355
Expenses	\$ 7,150
Total with Expenses	\$ 83,505

All figures shown are in Canadian dollars. We invoice monthly for the work completed and ask for payment 30 days from the date of the invoice. These figures are exclusive of HST which we will list separately on the invoice.



To indicate your approval of this arrangement and to confirm our understanding, please sign and return the duplicate copy of this letter. Should you have any question or required additional information, please do not hesitate to call me. I appreciate the opportunity to continue to work with you.

Yours sincerely



John Naas, Partner
Blackline Consulting
+1 (416) 505-9165

The arrangements and terms set out are as agreed:	Corporation of the City of Sault Ste. Marie
---	---

_____ Christian Provenzano, Mayor	_____ Date
--------------------------------------	---------------

The arrangements and terms set out are as agreed:	Corporation of the City of Sault Ste. Marie
---	---

_____ Malcolm White, City Clerk	_____ Date
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- Schedule:**
- Schedule A: Blackline Consulting – Proposal**
 - Schedule B: Terms and Conditions**

Schedule A: Blackline Consulting – Proposal

Our Understanding of Your Needs

It is refreshing to see a city with progressive thinking about digital services, one that acknowledges that its current IT service model may not be optimal for the future. The world is changing, socio-economic trends are having an impact on municipalities:



Changes in social expectations –
constituents want more accessible
information and services; available
anytime and quickly



Consumerization of technology –
creates an expectation that users
should have the same experience
at work as they do at home



Digital Divide – an aging
population is causing municipalities
to provide omni-channel services
for digital natives and digital
migrants

The City is embracing these changes as indicated by the work you are doing with the Sault Ste. Marie Economic Development Corporation (SSMEDC) and the response you are preparing to the Smart City Challenge. Technology and the City's IT department will play a critical role in achieving the goals of both. The City therefore is seeking a qualified advisor to:

- Assess the current state of IT and technology at the City, including but not limited to the:
 - City's IT department, composition, size, responsibilities, reporting lines and capabilities
 - Technology architecture (infrastructure, network, application and data)
 - Policies and processes for managing projects and day-to-day operations
- Identify opportunities to improve the current state of IT
- Provide a set of recommendations to achieve the City's desired future state

Given the above, Blackline's believes that understanding the future demand is critical for building an IT department that can optimally manage that demand. That is why our approach is business driven, first gathering the needs of the City's constituents and surveying the services of the City, before looking at IT and the technology that enables it.

Digital by Default

In March 2017, the province announced its "Digital by Default" strategy. This initiative seeks to make digital service delivery and digital operations the preferred mechanism used by the province and residents. It sounds

bold, forward thinking, but on the global stage, its catch up. The UK launched its government digital strategy in 2011, leading with the phrase "Digital by Default". In 2012 the Obama administration announced the Digital Government Strategy, while Australia followed in 2013. This matters since it gives us a number of blueprints to show what we might expect in future years. What is very clear, initiatives that started at federal and provincial levels, quickly reached local governments. Cities, towns and boroughs such as Islington, Camden, Newport, Darwin and Adelaide, to name a few, all launched their own digital strategies, whereas upper tier governments put out guideline's and targets for local government, such as the UK's Local Government and Digital Transformation.

We believe the Digital by Default frame of reference is ideal to help develop the City's desired future state. We have identified a set of digital themes that we will use to help develop the City's future state (see appendix A).

Experience

Our experience is not just limited to municipalities. One of our key differentiators is our diverse global expertise in assessing IT departments and helping them to design and improve operations.

Our Experience on Similar Engagements

To support our assertion of experience, we find it helpful to describe some specific client situations and to share some of the lessons that we gained from those projects. One or more of our proposed team members work on each of these engagements.

Client	Engagement	Lessons
 IT Master Plan and IT Review	Assisted the City to develop a five-year master plan for IT. Started by conducting a full review of current IT at the City covering governance, architecture, processes and organization. Worked closely with the CIO to develop a five-year plan that aimed to better align IT services with corporate needs. Specific priorities became greater alignment between IT and department needs, consolidation of systems with duplicate functionality and more structured IT processes.	The City had previously had a decentralized IT function with each commissioner having control over the local IT staff. These structural realities were often important criteria when assessing the feasible alternatives for IT.
 IS Strategic Assessment	On behalf of the commissioner of corporate services, reviewed the major IT initiatives underway, assessed the effectiveness of the IT function and the overall direction of the ISTS division. The Region was planning to transform its end user computing model, modernize its data centre infrastructure and had recently reorganized its IT staffing. Our review identified significant concerns with the projects predominately the lack of clear business case or alignment with Regional	The municipal context makes business cases more difficult to develop. IT decisions should relate to one of three outcomes – the proposed IT investment will: • Reduce costs

Client	Engagement	Lessons
	needs. The IT staff reorganization had focused on structure and not on operational processes, leaving many staff in new roles without defined activities – ultimately reducing the effectiveness of the ISTS division. Peel was planning to modernize its data centres at a time when fewer and fewer organizations owned a data centre. We recommend this project be halted, and a full evaluation of the need for Peel to own and operate a data centre be undertaken.	• Improve the services that are delivered • Mitigate specific risks When these principles are not rigorously adhered to, IT can veer away from its core mission – for example wishing to own and operate data centres.
 IT Strategic Plan and IT Assessment	Blackline assisted the City to develop a 10-year IT strategic plan. This included an in-depth assessment of IT and use of technology throughout the City including the policies and processes IT use to govern 'run' and 'change' activities within the City. The City also had specific needs to address succession planning with IT's senior leadership team. As such, we created several options as part of the IT strategy – organizational impact and the key activities to reduce operational risks and address the succession gaps.	Across the City there is increased appetite for digital services and the use of technology. However, IT has a finite amount of resources and financial constraints. Prioritization and transparency of the process, and how decisions are made was critical to help improve the confidence of IT and relationship between IT and the departments.

Our Broader Municipal Experience

In addition to performing IT reviews, our team has experience working with municipalities on broader operational consulting engagements. Specific projects our team have worked on include:

- City of Toronto – Core service review
- Region of Peel – Social media strategy
- Region of Peel – Human services transformation
- York Region – Finance reporting review
- York Region – Finance process improvement
- Perth – Joint service delivery review
- Penetanguishene – service delivery review
- City of Barrie – Organizational review
- Suffolk County Council – Review of web presence
- City of Brampton – ERP Review
- City of Brampton – IT Process Improvement

Combined with our extensive IT review experience, we have a thorough understanding of the broader municipal environment plus the needs of municipalities for IT services.

Our Municipal Insight

Recently, we performed a comparator study that included over 10 municipalities in Ontario of similar size and complexion as the City. Below we share some of the challenges they are having:



- Not having the skills to manage and operate new technologies, as well as integration with legacy systems
- Managing the pace of technology and having the agility while not compromising control
- Finding, attracting and retaining highly capable staff
- Security, cybercrime continues to increase. ITs role is not only to secure the IT estate, but also educate staff
- Increasing demand without increases in capacity. Most respondents indicated the continued need to do more with less



Many municipalities are facing a "Digital Void" - where there is demand for digital services, but they do not have clear leadership. In addition, many IT departments do not have the time or capability to fill this role and deliver on their existing mandate. Because digital initiatives all have a component of technology, by default they turn to IT. This can create a state whereby:

- IT is unable to keep up with current demands from other departments
- Capability gaps exist in IT to utilize new digital technologies
- Current processes and organizational structures are not flexible enough to adjust to accommodate the change in pace

Municipalities must acknowledge these issues and work on alternative ways to fill this void in a cost-effective manner.

Digital Experience

Blackline works with a number of clients. Many of our private sector clients have already had to adjust to digital disruption. For instance, financial services have been dealing with this for years. We are able to apply lessons from those industries to the municipal sector. Some examples include:

Client	Engagement	Lessons
 London Market Group – responsible for running specialty insurance market	The client recognized that the old ways of doing business were no longer appropriate. A digital vision was established, and a transformation plan put in place to digitize their operations and improve efficiencies. The idea was to streamline customer interaction as well as interaction between the various parties in the market, from brokers, to carriers and the regulator.	Digitization was the vehicle that allowed the LMG to begin modernizing an entrenched culture.
 Zurich Insurance Group – general insurance provider, UK operations	John led a team to help the insurer develop a new IT organization. A major transformation to digitize the insurers services was the key driver and necessitate changes to their IT structure, capabilities, and staff complement. As part of the review several different options were put forward to weigh the benefits / risks; specifically, because the IT department had a very tenured staff complement that may not be able to retrain on new technology.	Understanding succession planning and staff capabilities was integral to ensure the safe transition from a traditional insurer technology estate to a more modern agile cloud-based environment.
 Royal Bank of Scotland – a large retail bank with global operations	The bank had won several awards for having the best mobile app for customers. However, due to increasing demands for new features from their customers the IT organization was having difficulty managing demand in a controlled manner. As a consequence, John worked was brought on to design and implement a new function to better manage those risks.	Digital services can take a life of its own. Understanding the potential growth is necessary to ensure the IT department can scale accordingly. Meeting the needs today and future demands.

References

Reference One

Client Name	City of Brantford
Contact Name	Hazel English, Director of IT

Contact Number	(519) 759-4150 x5621
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Contact E-mail	henglish@brantford.ca
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Nature of the Engagement	IT Review and Strategy
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Reference Two

Client Name	Town of Grimsby
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Contact Name	Derik Brandt, Town Manager
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Contact Number	(905) 309-2004
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Contact E-mail	dbrandt@grimsby.ca
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Nature of the Engagement	IT Review and Strategy
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Reference Three

Client Name	Wellington-Dufferin-Guelph Public Health Unit
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Contact Name	Kyle Wilson
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Contact Number	(519) 822-2715 x4339
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Contact E-mail kyle.wilson@wdgpublichealth.ca

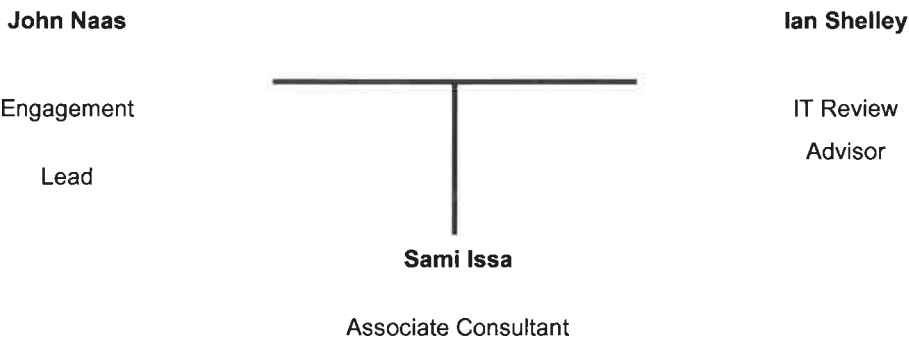
Nature of the Engagement	IT Review
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Key Personnel

We are proposing a senior team given the nature of this engagement. The team will include three members, two senior partners and one junior consultant to assist throughout. We will not use any subcontractors on this engagement and will not replace any staff members without your consent.

Team Members and Structure

We provide here the team structure and the resumes of the personnel we propose for this engagement.



John Naas, Engagement Lead

John has over 15 years of consulting experience servicing municipalities. John has also worked abroad with clients across more than 10 countries and 3 continents, he holds a unique breadth of expertise and understanding of global markets. Prior to joining Blackline, John led KPMG’s technology strategy team where he helped clients optimize their IT operations.

John has led reviews at the City of Brampton, City of Brantford, Town of Grimsby, and the Town of Penetanguishene. On the private sector side John has led reviews with Manulife Financial, CIBC Mellon, London Market, Royal Bank of Scotland, Aviva, and Zurich Insurance Group to name a few.

Ian Shelley, IT Review Advisor

Ian is an executive level leader and practitioner, committed to helping public sector organizations drive change. His consulting career spans over 20 years and prior to forming Blackline, he was a Partner in KPMG's management consulting practise where he led the Operations and Technology service line in the GTA. He has assisted numerous clients to conduct reviews of their IT departments, providing perspectives on the

Ian's municipal experience includes: City of Toronto, Region of Peel, York Region, City of Brampton, City of Barrie, Meaford County, Suffolk County and more.

Sami Issa, Associate Consultant

Sami is an Associate Consultant with Blackline Consulting. He holds a Master's in Global Affairs specialized in Innovation and Global Economics from the University of Toronto. Prior to joining Blackline, he worked with International Organizations, public sector organizations, not for profits and the private sector.

Since joining Blackline, Sami has been an advisor to many clients ranging various industries providing them advise on their IT operations. Sami has been involved in Digital and IT Strategy engagements, IT Reviews, Data Architecture development, and IT operations outsourcing. In addition to the technology engagements, Sami has been involved in other projects ranging from Strategic Planning to Operational Efficiency Reviews to Process Designs.

Team Roles and Responsibilities

Below is a breakdown of the roles of each team member and their responsibilities.

Member	Role	Description of role on engagement
John Naas	Engagement Lead	John will have overall responsibility to the conduct of the engagement, he will be the day-to-day liaison person with your project lead and will review all aspects of the work completed by Blackline. As the primary delivery resource, John will lead interviews, as well as direct the analysis activities of Blackline. He will delegate tasks and deliver all aspects of the engagement and oversee the work conducted by the team.
Ian Shelley	IT Review Advisor	Ian will work with the team in all stages of this project. Particularly, he will have an active role internally critiquing the team's findings and recommendations, to ensure the quality of work remains at a high standard. Ian will assist the team with the preparation of deliverables, provide insights and analysis.

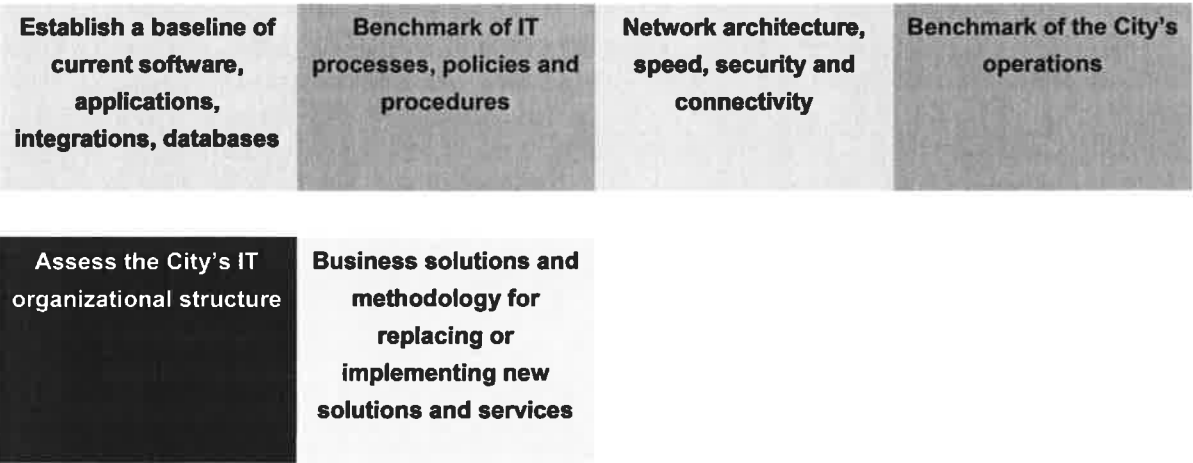
Sami Issa	Associate Consultant	Sami will assist the team throughout this engagement with data collection, data analysis, research, and preparation of deliverables.
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Methodology and Approach

The City recognizes that looking at the IT service delivery model needs to be comprehensive.

We agree. Blackline’s IT Performance Assessment Framework provides broad coverage of all aspects of IT and uses existing industry accepted practices as a basis; such as ITIL, COBIT, PMI and CMMI. Our framework is comprised of six domains as illustrated to the right. We use it for all our IT assessment engagements and tailor it as required.

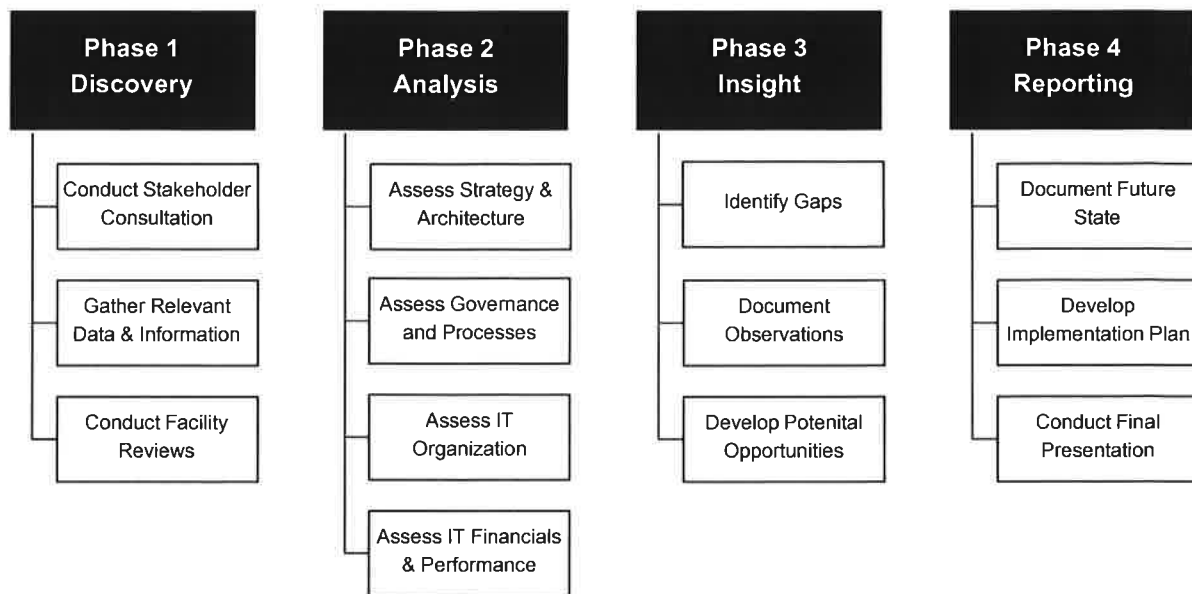
In your RFP the City is requesting specific items are to be included. For ease of use we have colour coded how those requirements map to our methodology:



For the avoidance of doubt, we will cover these specific areas as part of the six domains above.

Approach

Below we have provided our proposed approach, followed by a detailed explanation of each phase.



Phase 1 – Discovery

The foundation to our IT assessment approach is to build an understanding of the organization's strategy. Understanding what the organizational objectives allows us to describe how IT should be supporting achieving the strategy. As we get to the assessment, we ask the question "what is the gap between the current IT and the needed IT to meet the strategic direction?". Additionally, meeting business users provides input on the expectation of the organization for IT, whether that is systems or support services. During phase one we will conduct the following activities:

- Perform a kick-off session to confirm the scope, timeline of events and setup the project governance (status reporting, key milestones and logistics)
- Review the information request and interview guides with your IT leadership to ensure to covers all aspects needed
- Provide the City with a list of potential interviewees for scheduling
- Conduct the interviews with City staff to understand more about the use of technology, interactions with the IT department and identify strengths, weaknesses and opportunities for improvement. We will also capture contextual information about what changes are occurring in the various departments to get a better sense of future needs or changes to demand. While you have not specified the number of key stakeholders that should be included in the review, we have made the following assumptions for planning purposes:

Functions	# of Interviewees	Type: Group or 1-on-1	Duration / Interview (hr)
CAO	1	1-on-1	0.5
Deputy CAOs	2	1-on-1	0.5
Corporate Services			
• City Clerk	Up to 8	Group	1.5

Functions	# of Interviewees	Type: Group or 1-on-1	Duration / Interview (hr)
Finance	Up to 8	Group	1.5
IT	10	1-on-1	1.0
HR	Up to 8	Group	1.5
Community Development & Enterprise Services			
Building	3	1-on-1	1.0
Community Services	Up to 8	Group	1.5
Planning & Enterprise Services	3	1-on-1	1.0
Public Works & Engineering Services			
Public Works	Up to 8	Group	1.5
Engineering	Up to 8	Group	1.5
Legal	Up to 8	Group	1.5
Fire Services	2	Group	1.0

- Provide the City with an information request and guidance on using our information request template
 - We will also setup a secure online portal for you to upload documentation
 - Ideally, we like to have the high priority information before meeting with staff so that we can have a richer conversation
 - Request and review policies, procedures, inventories, organizational charts, performance reports / KPIs, technical diagrams, and financial documentation related to IT
- We will also request a tour of the facilities – primary / secondary data center. In addition, it would also be helpful to have a tour of one of the main offices, so we can see the user side and also the environment where the IT department works.

The output of phase one is a summary of business drivers.

Phase 2 – Analysis

Roughly in parallel with phase one, we will assess the current IT environment at the City. While assessing good practice in IT is useful, it is more important to assess the extent to which the current IT environment can meet the needs of the organizations as gathered during phase one. Across each of the six domains of our framework, we look at the current state from three lenses; efficiency, effectiveness and risk. We will identify observations and comment on the suitability of the current environment given your organization and its strategic direction. To conduct the assessment, we will:

- Assess the information provided in documentation and during our interviews. In many cases, we require follow up questions and touch-points with the IT department to confirm our understanding and answer additional questions we may have.
- Perform analysis of key metrics as it relates to each of the six domains of our IT Performance Assessment Framework, for example; IT staff to overall staff ratio, age of IT assets, service and incident volume, IT financial spend, project portfolio spend and volume, etc.
- We will also benchmark your IT operations against industry practices such as ITIL, COBIT and PMI to identify potential gaps or opportunities.
- During this phase we will also document the network architecture as per your request.
- Ultimately, this stage will inform the current state (or baseline) model of the City's current IT operating model by using information from the interviews and analysis.

We will begin to draft our report and provide the City with a summary of our key observations thus far as we complete the current state assessment.

Phase 3 – Insight

The goal of the third phase is to identify alternative solutions for the City's future IT service delivery model. We refer to this phase as "Insight" since, with IT, there is often more than once approach that you can take and it requires insight to properly evaluate each potential option. The activities in this phase are:

- Identify gaps based on facts, evidence and comparison to common practice (COBIT and ITIL)
- Discuss the role IT currently has in the City's, the future needs of the City and opportunities to expand or change the role of IT
- Develop recommendations on changes the City should make that will better position IT to meet organizational objectives across all in scope domains
- We will hold a working session with your project team to discuss these recommendations and potential models, the pros or cons and the impact of such changes. We will also discuss how those changes may materialize over a period of time. For example, alignment with key City initiatives that may require new capability or upcoming retirements, new training course, etc.

It is important for us to discuss these recommendations with you prior to finalizing our report. While we maintain independence, there may be key organizational factors that make certain recommendations more or less achievable or important. It's key that the report we provide you with is actionable and achievable otherwise it will make any improvements more difficult to implement. We find that this discussion usually moves quickly to a discussion of when we can achieve the changes and the relative priority of the recommendations. The work we do throughout the engagement to share our findings and consult throughout, typically means that we have already adjusted the recommendations to a state that makes sense for the client.

Phase 4 – Reporting

Having agreed on a set of recommendations, we will formally document the City's desired future state IT service delivery model. It will include a roadmap of initiatives to pursue with indicative timelines, costs and resource requirements. During this final phase we will:

- Summarize each specific initiative, which we call mini project charters (up to 15). Each mini charter typically includes:
 - A description of the initiative
 - Benefits of the initiative – cost savings, efficiency / effectiveness, risk mitigation
 - Key assumptions
 - Timeline (with key actions)
 - Costs (one-time and ongoing)
 - Risks
- Using agreed upon criteria, we will hold a workshop to sequence and prioritize the projects to ensure the City has a logical approach to prioritizing workload and initiatives
- Document a schedule of initiatives and potential interdependencies
- Document the IT service delivery model and organizational structure

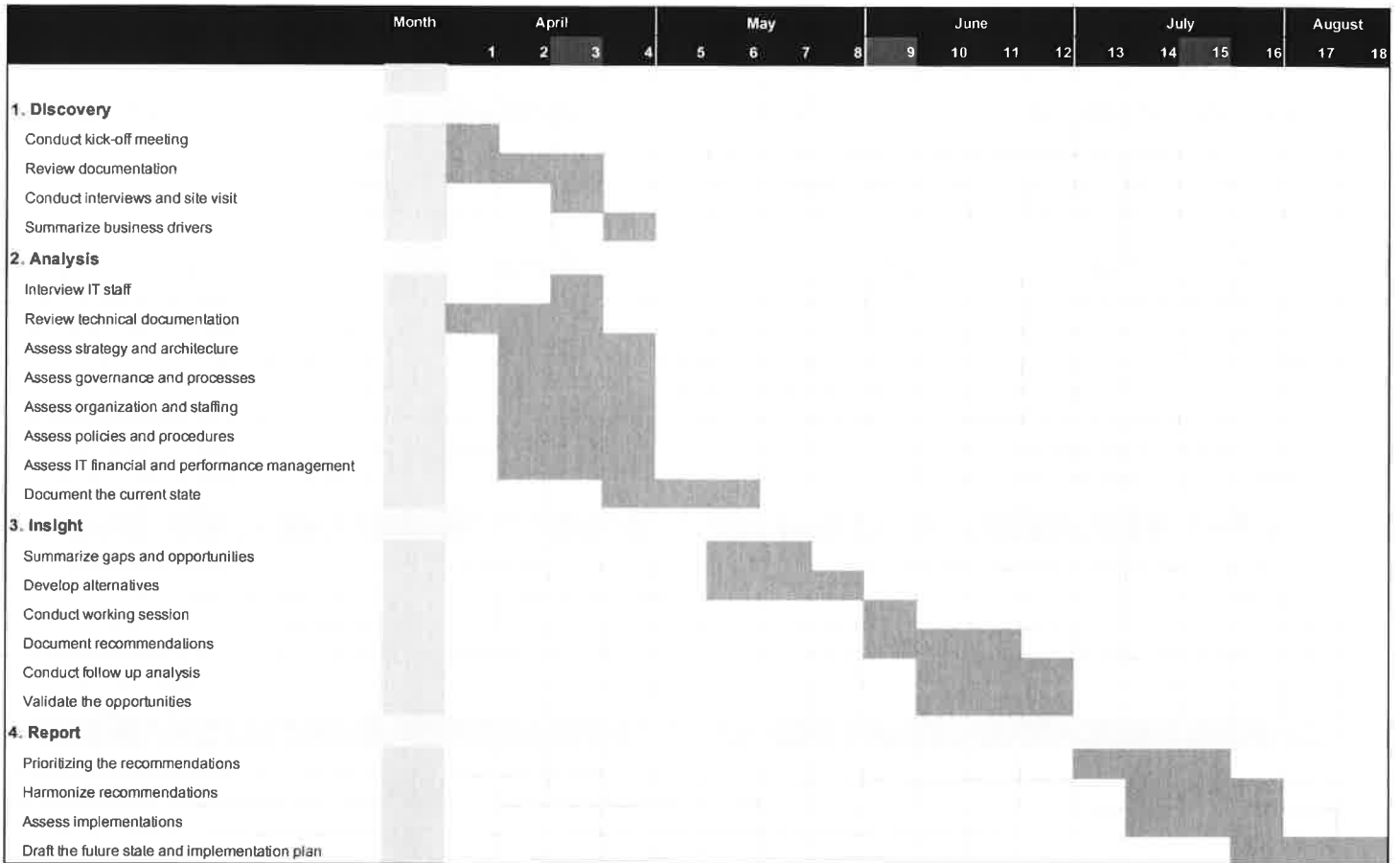
We will review the future state and roadmap with your project team, before finalizing the documents for presentation to senior management.

Schedule

Within your RFP, you have laid out your requirements for the length of the engagement. We have constructed this timeline within those guidelines. At the beginning of this project, we will discuss this timeline to ensure our activities fit with broader priorities. Our timeline is in line with your requested time frame, ending by mid-August 2018. Below we summarize the key milestones and when the City can expect them.

Phase	Start	Completion	Description of Milestone (completion of Phase)
1. Discovery	Week 1	Week 4	8. Completion of stakeholder interviews 9. Synthesis – perception of IT and key business drivers
2. Analysis	Week 1	Week 6	10. Initial draft of IT assessment
3. Insight	Week 6	Week 12	11. Completion of workshop 12. Current State report
4. Report	Week 13	Week 18	13. 10-year future state including; IT service model, roadmap and detailed initiatives 14. Executive presentation

The following is a Gantt chart view of the project schedule. Weeks 3, 9 and 15 our team will be onsite.



Blackline Staff Time Commitment

While no IT review are exactly the same, the effort is typically within a range. For each of our engagements, we perform a bottom up plan and then check to see if it is in-line with previous IT reviews. It is important for you to know that we do not blindly look at the budget you have set aside and work backwards. We focus on what is the right level of effort required to achieve the objectives you desire. Below is a breakdown of our staff effort:

Phase	John Naas	Ian Shelley	Sami Issa	Total
1. Discovery	45.5	3.0	45.5	94.0
2. Analysis	33.0	25.0	60.0	118.0
3. Insight	20.5	9.0	23.5	53.0
4. Report	18.0	9.0	21.0	48.0
Total	117.0	46.0	150.0	313.0

At Blackline, we believe that the senior members of the team that have the experience, should be the ones providing a material amount of time on the engagement. This is another way we differentiate ourselves from other consulting firms.

Professional Fees

While you have not published your budget for this engagement, we are keen to deliver a highly competitive proposal and a key element of that is pricing. Our rates in the market are competitive and we believe they are excellent value for the work we deliver.

Cost and Rates

To deliver this engagement we propose a fixed fee of **\$ 76,355** for our professional services. Below is a breakdown of the work by the engagement phase. We include our estimate for expenses, however we will bill you at cost for any expenses occurred.

Stage	Fee
5. Discovery	\$ 22,845
6. Analysis	\$ 28,130
7. Insight	\$ 13,290
8. Report	\$ 12,090
Total Fees	\$ 76,355
Expenses	\$ 7,150
Total with Expenses	\$ 83,505

All figures shown are in Canadian dollars. We invoice monthly for the work completed and ask for payment 30 days from the date of the invoice. These figures are exclusive of HST which we will list separately on the invoice.

Additionally, in your RFP you requested hourly rates, below is a table of our hourly rates.

Grade	Hourly Rate
Partner	\$335
Director	\$235
Engagement Manager	\$210
Associate Consultant	\$145

You also requested that we provide pricing in the event an in-person presentation to Council occurs. We will not charge for our time; however, we do ask that expenses are covered and estimate them to be:

Fees	
Expenses for Final Council Presentation	\$600

Appendix A – Digital Themes

Digital by Default starts with a number of premises:

- Apply digital technologies to our internal processes as it will make us more efficient, reduce errors and create a wealth of information that will inform our decision making.
- Continuously expand the number of services offered digitally.
- Make them convenient and easy to use and residents and businesses will choose the digital channel.

Using these themes, we can test the City's future plans to identify what IT will help enable them.

Theme	Description
Connect the community	The application of digital technologies can only be achieved when people have access to good connectivity. Initiatives such as SWIFT are well progressed but needs to be implemented. Ultimately all staff and all residents should have the ability to access a connection, no matter their location in the City allowing people to choose the digital service option.
Collaborative platforms	We know from working with and talking to other municipalities that IT is essential to their business and yet inaccessible due to the cost given their scale and funding constraints. The City is far better served by IT and far more mature in its management of IT than other municipalities. We know the services offered by the City are different from neighbouring municipalities, but there is much common ground where you could investigate collaborative platforms. Active pursuit of technology collaboration is likely a way that the City will be able to take advantage of the benefits of digital.
Digital services delivery	Its clear from your website that the City has made progress offering services online. Digital by Default challenges you to offer all services digitally and all aspects of the services where feasible.
Automation and mobility	The internal view of Digital by Default includes: • Mobility: enabling work to happen at the right location, including from home locations. • Manual processes: a key indicator is paper. Where there is paper, there is likely workflow and automation that can streamline the process. • Automation: people are good at making decisions, systems are good at following rules. Where a process step does not require human judgement, you can usually automate it with clear business rules, freeing staff time to make well informed decisions.
Data analytics	With the move to digital comes an exponential increase in data. While capturing and managing is important, it is even more critical that it be useful. That's different to being

used. Analysing data must offer insights that inform better decision making. The tools are a starting point, but the skill and knowledge of staff is essential.

Appendix B – Team Resumes

John Naas, Engagement Lead

We have listed below a selection of John's previous engagements of relevance to your RFP.

City of Brampton

IT Review and Strategy

John was responsible for the development of an Application Management Strategy. The focus was on the core applications and technologies the clients should use over the next 5 years as well as providing guidance in license management, IT process improvement for application support and recommendations on improving and maturing on application development.

City of Brantford

IT Organizational Analysis
and Strategic Planning

Blackline is currently finalizing work with the City to develop their Technology Strategy. The City had previous strategic plans but there has been a gap since the last plan. This strategic plan is meant to refocus and reset the role of IT, its vision, use of technology and governance.

Town of Grimsby

IT Review

Blackline helped the Town conduct its first operational review. With the arrival of a new Town Manager and a changing resident demographic, the Town wished to take a phased approach to a service delivery review. Starting first within IT. We provided an in-depth assessment of IT department, the performance of the department, a review of its architecture, technology and work drivers. We also met with the various other departments to understand what their needs and issues are and developed an improvement roadmap.

AEGON Insurance

IT Organizational Review

For a large UK insurance and pension company, John was the project manager to assess their newly created IT Target Operating Model (TOM) and provide recommendations for its implementation. The client specifically wanted insight regarding their assumptions for leveraging offshore resources for Business Analysis, development and testing functions. As such, our review focused on the proposed structure, transition plan, estimated person days of development, shore ratio and use of suppliers.

Zurich Insurance Group (UK)

IT Organizational Review

John led a team to help the insurer develop a new IT organization. A major transformation to digitize the insurers services was the key driver and necessitate changes to their IT structure, capabilities, and staff complement. As part of the review several different options were put forward to weigh the

benefits / risks; specifically, because the IT department had a very tenured staff complement that may not be able to retrain on new technology.

Education and affiliations:

- Master of Science degree (MSc.), Information Technology, University of Liverpool
- Diploma, Computer Programmer / Analyst, Conestoga College
- Lean Fundamentals Certified, Cardiff University
- Certified ITIL Foundation Practitioner v2 and v3
- Certified Information Systems Auditor (CISA)
- Certified in the Governance of Enterprise IT

Ian Shelley, IT Review Advisor

We have listed below a selection of Ian's previous engagements of relevance to your RFP.

Region of Peel IT Assessment

Led an assessment of the appropriate size of the IT organization. Firstly, we identified the drivers of work in each of the IT groups, whether that was transactions, systems supported, staff supported etc. After gathering the current data, we compared the organization size to a range of industry benchmarks. Our analysis provided the client with a sense of how many staff should be assigned in each area. It also provided indications as to where they should consider investigating the drivers of workload in order to reduce the headcount.

City of Barrie Departmental Review

The City has been experiencing significant growth over the past ten years. Along with the growth some of their departments are also on the cusp of having close to 30% of their workforce eligible for retirement in the next 3 years. This has created concern over an increase in work volume and a decline in staff, expertise and knowledge. Our role was to assess the structure, work drivers and performance measures to help them create a plan to remedy issues.

Haldimand County IT Strategic Plan

Led the project to support the County to develop a five-year strategic plan covering its entire application portfolio, service delivery processes and governance. The strategy developed led to a two-year transformation initiative to establish an integrated portfolio of business applications that would support the diverse needs of the County. The engagement also addresses increasing citizen access via web services and assessed the use of GIS as a foundational technology for organizing the County data.

Central Agencies Cluster IT Organizational Review

IT Source is an internal staffing function, providing project managers, business analysts and architects to ministry projects. Led the review of the organization and processes of this function. Our review showed the organization had limited tools to manage the staffing activity, for historic reasons processes were shared with other departments creating inefficiencies and organizational structures

were placing too much focus on administrative tasks. Our report laid out a clear plan for better aligning the organization and reducing administrative burden.

Education and affiliations:

- MBA, Melbourne Business School, Melbourne University, Australia
- BEng (Hons), Computer Engineering, Westminster University, UK
- Certificate in Managing Professional Services, Executive Program, Harvard Business School
- Member of the Canadian Association of Management Consultants
- Board member, Ontario Philharmonic Orchestra
- Board of the Canadian Payments Association, former member of the Stakeholder Advisory Committee
- Social Venture Partners, former board member

Sami Issa, Associate Consultant

We have listed below a selection of Sami's previous engagements of relevance to your RFP.

Confidential

Post-Merger IT
Advisory

Sami was part of a team working on a post-merger integration with a Private Equity client. The engagement was focused on identifying opportunities to streamline practices and processes to align the practices of the companies to allow for more efficiencies across their IT departments. This included a review of their current IT practices using some industry standards such as COBIT and ITIL to review and assess areas across the organization.

Confidential

IT Advisory

Sami is part of a team supporting a US based client with a Digital and IT Strategic Plan – this includes conducting interviews with the business units, assessing their current infrastructure and skill capabilities, and drafting a report which outlines a strategy to attaining their long-term vision.

In addition to the strategic plan, conducting a feasibility study for the client's IT operations and evaluating whether to outsource IT operations or maintain in house provisioning by assessing costs, capabilities, risks, and benefits.

Perth County

Joint Operational
Efficiency Review

Sami is part of a team conducting a joint service delivery review of the County and its member municipalities service offerings. The goal of this engagement is to identify opportunities for improvement including streamlining services across the five municipalities and exploring ways to share services. In addition to creating a roadmap of strategic initiatives to guide the municipalities and the County towards a shared service model.

**Town of
Penetanguishene**

Service Delivery
Review

Sami was part of a team reviewing the Town's operations, services, service levels, cost and performance. The review covered all aspects of the town's operations. The primary purpose was to identify opportunities for service improvement or cost efficiencies. A key component was using technology to identify greater efficiencies by introducing new systems (e.g. online booking of recreation activities).

Legal Aid Ontario

Digital and IT Strategic
Advisory

Sami is currently working with LAO to help them introduce more efficiencies in their day to day operations by exploiting digital tools and the greater use of technology.

Education and affiliations:

- Master of Global Affairs, University of Toronto
- BA (Hons), York University, Toronto

Schedule B: Terms and Conditions

1. TERMS AND CONDITIONS.

- a. The Terms and Conditions are an integral part of the accompanying Proposal or Engagement Letter from Blackline Consulting ("Blackline Consulting") that identifies the engagement to which they relate.
- b. In the event of conflict between the Proposal or Engagement Letter and the Terms and Conditions, the Terms and Conditions shall prevail. Other capitalized words in the Terms and Conditions shall have the meanings given to them in the Proposal or Engagement Letter.

2. SERVICES.

Blackline Consulting will use commercial best efforts to complete the performance of the services within any agreed-upon time-frame. It is understood and agreed that the services of Blackline Consulting may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations, shall be the responsibility of, and made by, Client. Nothing in the Terms and Conditions shall be construed as precluding or limiting in any way the right of Blackline Consulting to provide services of any kind or nature whatsoever to any person or entity as Blackline Consulting in its sole discretion deems appropriate.

3. CLIENT RESPONSIBILITIES.

- a. Client agrees to cooperate with Blackline Consulting in the performance of the services under the Engagement Letter and shall provide or arrange to provide Blackline Consulting with timely access to and use of the personnel, facilities, equipment, data and information necessary for Blackline Consulting to perform the services under the Engagement Letter.
- b. To the extent that Blackline Consulting personnel are on Client premises, Client will take all reasonable precautions for the safety of Blackline Consulting partners and employees at Client premises. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Blackline Consulting for purposes of the performance by Blackline Consulting of its services hereunder.
- c. Client agrees that Client, and not Blackline Consulting, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee the performance of the services under the Engagement Letter, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including, without limitation, monitoring ongoing activities.

4. WORKING PAPERS AND REPORTING.

Blackline Consulting retains all rights in all methodologies, know-how, knowledge, applications and software developed by Blackline Consulting either prior to or during the engagement. Blackline Consulting also retains all rights (including copyright) in all reports, written advice and other working papers and materials developed by Blackline Consulting during the engagement. Unless contemplated by the Engagement Letter, all reports and written advice are intended solely for Client's internal use and may not be edited, distributed, published, made available or relied upon by any other person without the express written permission of Blackline Consulting. Except clients' board and committee meetings.

- a. During the performance of the services, Blackline Consulting may supply oral, draft or interim advice, reports or presentations but in such circumstances Blackline Consulting's written advice or final written report shall take precedence.

5. CONFIDENTIALITY.

- a. Except as described in section 4 above, Client will treat in confidence any Blackline Consulting methodologies, know-how or knowledge identified by Blackline Consulting as confidential information of Blackline Consulting, and will not use or disclose such confidential information of Blackline Consulting to others.
- b. Blackline Consulting will treat as confidential all proprietary and personal information obtained from Client in the course of the engagement.
- c. The above restrictions shall not apply to any information that is: (i) required by law or professional standards applicable to Blackline Consulting to be disclosed; (ii) in or hereafter enters the public domain; or (iii) known to Client or Blackline Consulting, as the case may be, without breach of any confidentiality obligation.
- d. Upon completion of the engagement, Blackline Consulting will have the right (but shall not be obliged), at its expense, to use descriptions of the work completed in marketing and business development materials, and disclose such information to third parties. Blackline will inform the client when such disclosure is made. Periodically, Blackline Consulting may use the Signatory to this engagement as a reference for future clients. Upon written request, Blackline Consulting will provide copies of written materials that contain descriptions of the engagement.

6. PERSONAL INFORMATION CONSENTS AND NOTICES.

Blackline Consulting may be required to collect, use and disclose personal information about individuals during the course of this engagement.

Client represents and warrants that it will obtain from individuals all consents required by law to permit Blackline Consulting to collect, use and disclose all personal information reasonably required in the course of the engagement, Client consents to Blackline Consulting sending to Client, its officers, directors and employees, as applicable, electronic messages (including emails) relating to Blackline Consulting products and services and other matters of interest to Client. Client, its officers, directors or employees may withdraw such consent by contacting Blackline Consulting's office by email at info@BlacklineConsulting.ca with the title Unsubscribe.

7. TAXES/BILLING/EXPENSES/FEEES.

- a. All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Client without deduction from the fees and charges hereunder.
- b. Bills, including, without limitation, a charge on account of all reasonable expenses, including travel, meals, accommodations, telecommunications, printing, delivery, postage and database research are included in the agreed upon engagement fee. Accounts are due when rendered.

8. LIMITATION ON WARRANTIES.

This is a services engagement. Blackline Consulting warrants that it will perform services hereunder in good faith with qualified personnel in a competent and workmanlike manner in accordance with applicable industry standards. Blackline Consulting disclaims all other warranties, representations or conditions, either express or implied, including, without limitation, warranties, representations or conditions of merchantability or fitness for a particular purpose.

9. LIMITATION ON LIABILITY.

- a. Client agrees that Blackline Consulting shall not be liable to Client for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to Blackline Consulting under the engagement.
- b. In the event of a claim by any third party against Blackline Consulting that arises out of or relates to the services performed hereunder, Client will indemnify, to the extent of the engagement fee, Blackline Consulting from all such claims, liabilities, damages, costs and expenses, including, without limitation, reasonable legal fees, except to the extent finally determined to have resulted from the intentional, deliberate or fraudulent misconduct of Blackline Consulting.
- c. In no event shall Blackline Consulting be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In any action, claim, loss or damages arising out of the engagement, Client agrees that Blackline Consulting's liability will be several and not joint and several. Client may only claim payment from Blackline Consulting of Blackline Consulting's proportionate share of the total liability based on degree of fault.

10. LEGAL PROCEEDINGS.

- a. Client agrees to notify Blackline Consulting promptly of any request received by Client from any court or applicable regulatory authority with respect to the services hereunder, Blackline Consulting's advice or report or any related document.
- b. If Blackline Consulting is required by law, pursuant to government regulation, subpoena or other legal process or requested by Client to produce documents or personnel as witnesses arising out of the engagement and Blackline Consulting is not a party to such proceedings, Client shall reimburse Blackline Consulting at standard billing rates for professional time and expenses, including, without limitation, reasonable legal fees, incurred in responding to such requests.

11. LIMITATION PERIOD.

No alternative dispute resolution proceeding arising under or relating to the engagement, may be brought by either party more than one year after the cause of action has accrued or in any event not more than two years after completion of the engagement, except that an alternative dispute resolution proceeding for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

12. TERMINATION.

- a. Unless terminated sooner in accordance with its terms, the engagement shall terminate on the completion of Blackline Consulting's services hereunder, which completion shall be evidenced by the delivery by Blackline Consulting to Client of the final written report and invoice in respect of the services performed hereunder.
- b. The engagement may be terminated by either party at any time by giving written notice to the other party not less than one (1) calendar day before the effective date of termination. Upon early termination of the engagement, Client shall be responsible for the payment to Blackline Consulting for Blackline Consulting's time and expenses incurred up to the termination date, as well as reasonable time and expenses to bring the engagement to a close in a prompt and orderly manner.

13. E-MAIL COMMUNICATION AND DOCUMENT STORAGE.

- a. Client recognizes and accepts the risks associated with communicating by Internet e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless Client requests in writing that Blackline Consulting does not communicate by Internet e-mail, Client assumes all responsibility or liability in respect of risk associated with its use.

14. FORCE MAJEURE.

Neither Client nor Blackline Consulting shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

15. INDEPENDENT CONTRACTOR.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

16. SURVIVAL.

Sections 1 to 13 and 16, 17 and 21 hereof shall survive the expiration or termination of the engagement.

17. SUCCESSORS AND ASSIGNS.

The Terms and Conditions and the accompanying Proposal or Engagement Letter shall be binding upon the parties hereto and their

respective associated and affiliated entities and their respective partners, directors, officers and employees and successors and permitted assigns. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party.

18. SEVERABILITY.

The provisions of the Terms and Conditions and the accompanying Proposal or Engagement Letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of the Terms and Conditions and the attached Proposal or Engagement Letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

19. ENTIRE AGREEMENT.

The Terms and Conditions and the accompanying Proposal or Engagement Letter including, without limitation, Exhibits, constitute the entire agreement between Blackline Consulting and Client with respect to the engagement and supersede all other oral and written representation, understandings or agreements relating to the engagement.

20. GOVERNING LAW.

The Terms and Conditions and the accompanying Proposal or Engagement Letter shall be subject to and governed by the laws of Ontario (without regard to such province's rules on conflicts of law).

21. ALTERNATIVE DISPUTE RESOLUTION.

The parties hereby agree that they will first attempt to settle any dispute arising out of or relating to this Engagement Letter or the services provided hereunder through good faith negotiations in the spirit of mutual cooperation between representatives of each of the parties with authority to resolve the dispute. In the event that the parties are unable to settle or resolve their dispute through negotiation within 30 days of the dispute first arising or such longer period as the parties may mutually agree upon, such dispute shall, as promptly as is reasonably practicable, be subject to mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties may mutually agree upon shall, as promptly as is reasonably practicable, be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. (the "Arbitration Rules"). Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the Arbitration Rules. The place of mediation and arbitration shall be the city in Canada in which the principal Blackline Consulting office that performed the engagement is located. The language of the mediation and arbitration shall be English.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-80

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 462 McNabb Street (Ontario Aboriginal Housing Support Services).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **462 MCNABB STREET; LOCATED ON THE NORTH SIDE OF MCNABB STREET, APPROXIMATELY 150M EAST OF ITS INTERSECTION WITH PINE STREET; CHANGE FROM I TO I.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 44/1-51 of Schedule “A” to By-law 2005-150, is changed from I (Institutional) zone to I.S (Institutional) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(376) and heading as follows:

“2(376) 462 MCNABB STREET

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of McNabb Street, approximately 150m east of its intersection with Pine Street and having civic no. 462 McNabb Street and outlined and marked “Subject Property” on the map attached as Schedule 376 hereto is changed from I (Institutional) zone to I.S (Institutional) zone with a “Special Exception” to permit up to 20 dwelling units to be located within the existing building, in addition to those uses currently permitted in the institutional zone (I).”

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

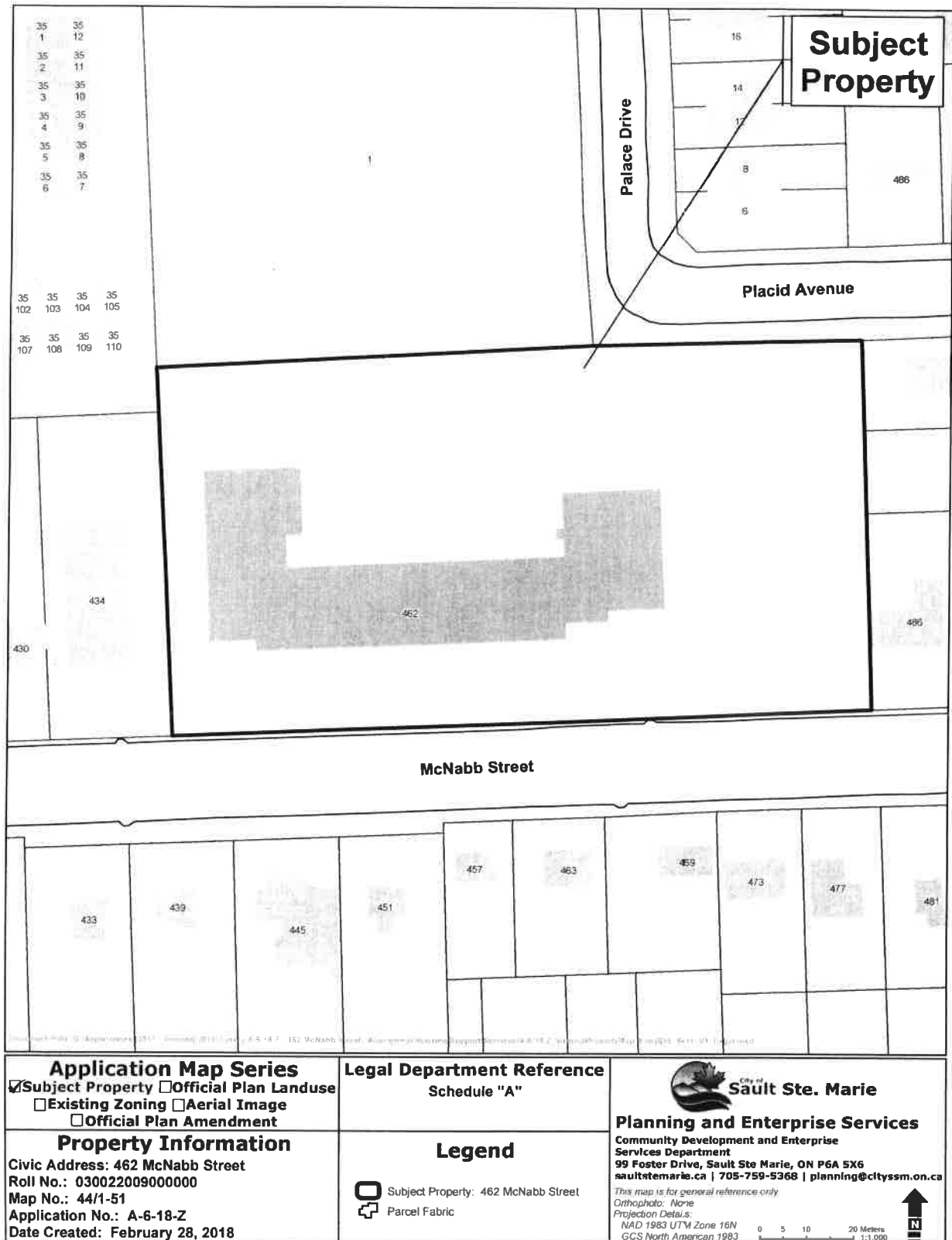
PASSED in Open Council this 23rd day of April, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

tj\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2018\2018-80 462 McNabb Street\2018-80 - 462 McNabb Zoning.docx

**SCHEDULE "A" TO BY-LAW 2018-80 AND
SCHEDULE 376 TO BY-LAW 2005-151**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-81

PROPERTY ACQUISITION: (PR1.107(6)) A by-law to authorize the acquisition of a portion of property located at civic 1005 Black Road (Thomas/Blue).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of April, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

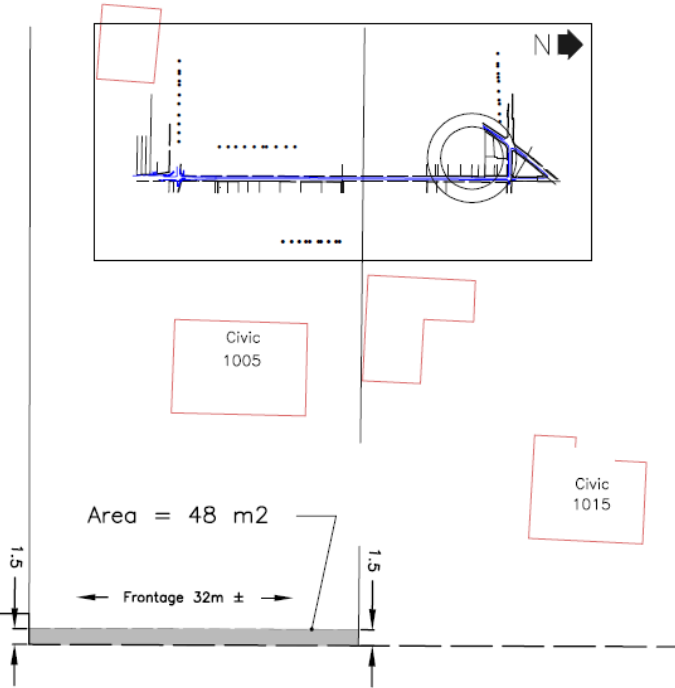
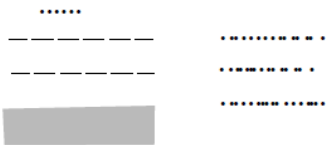
VENDOR: Michael Thomas and Loretta Blue

ADDRESS: 1005 Black Road

LEGAL DESCRIPTION: PT PIN 31505-0022 (LT) PT LT 15 RCP H735
TARENTORUS; SAULT STE. MARIE

CONSIDERATION: One Thousand Three Hundred (\$1,300.00) Dollars (subject to usual adjustments)

Rollnumber-030075054000000
MPAC civic-01005
MPAC street-BLACK RD
Street numb-01005
Legal1- PLAN H735 LOT 15 RCP
Ownership- THOMSON MICHAEL JOHN



BLACK ROAD

DRAWING No. P-14	
PROPERTY ACQUISITION PLAN	BLACK ROAD WIDENING (SECOND LINE TO THIRD LINE) PROPERTY: CIVIC 1005
DESIGNED: DRAWN: CHECKED: PROJECT No. 60443850 SCALE 1:400 DATE Nov 2017	AECOM 1000 Lakeshore Blvd. W. Suite 100 Mississauga, Ontario L4Y 4B2 Tel: 905.874.2000 Fax: 905.874.2001 Email: info@aecom.com

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-82

PROPERTY ACQUISITION: (PR1.107(7)) A by-law to authorize the acquisition of a portion of property located at civic 1015 Black Road (Jones).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of April, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

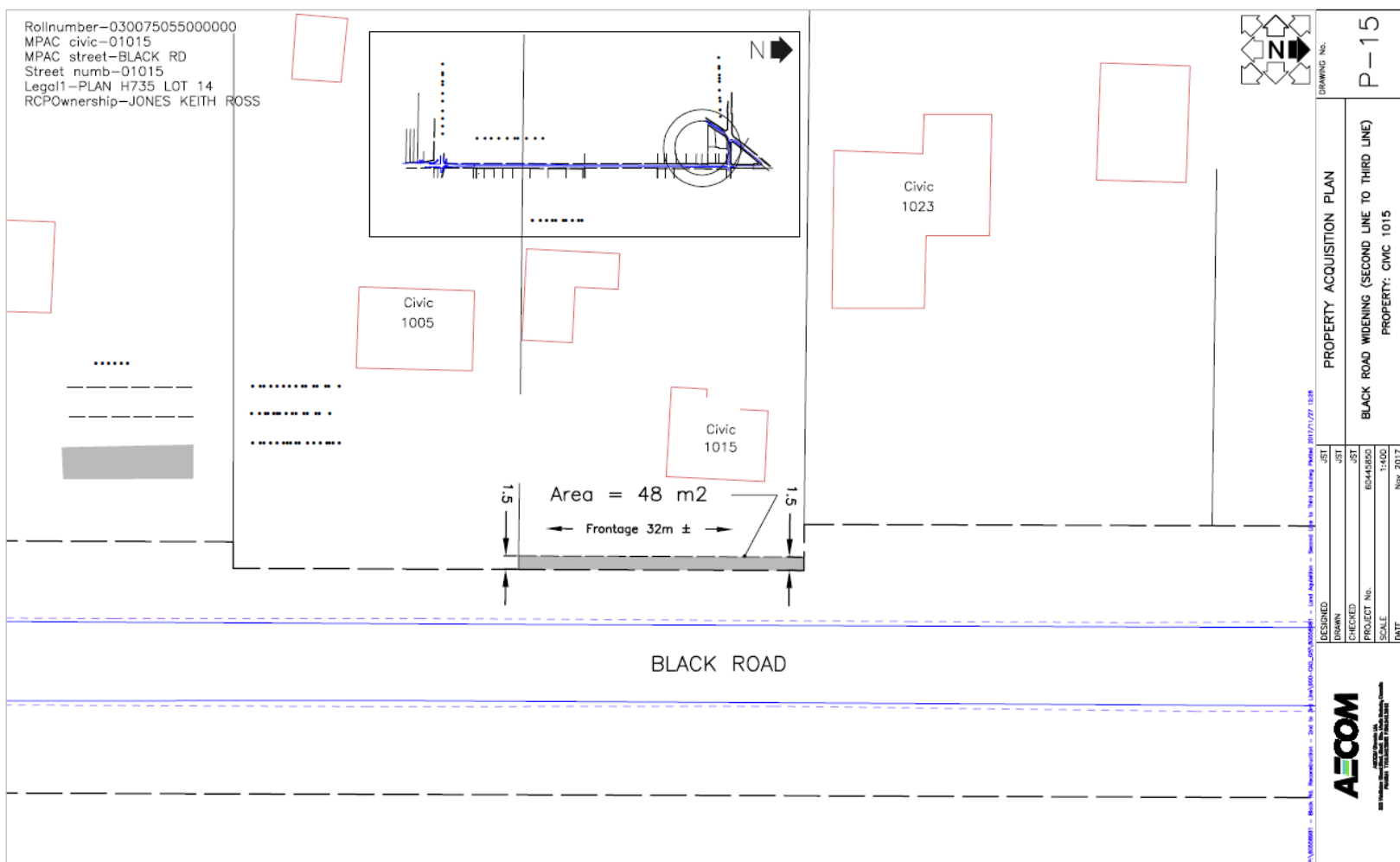
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Keith Jones and Arlene Jones

ADDRESS: 1015 Black Road

LEGAL DESCRIPTION: PT PIN 31505-0021 (LT) PT LT 14 RCP H735
TARENTORUS; SAULT STE. MARIE

CONSIDERATION: One Thousand Three Hundred (\$1,300.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-83

PROPERTY ACQUISITION: (PR1.107(5)) A by-law to authorize the acquisition of a portion of property located at civic 690 Black Road (Palmer Construction Group Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of April, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

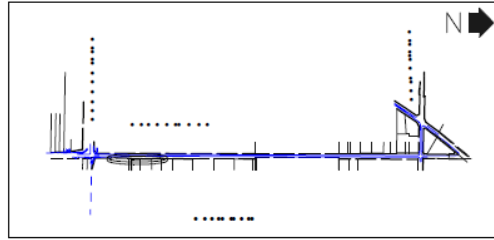
VENDOR: Palmer Construction Group Inc.

ADDRESS: 690 Black Road

LEGAL DESCRIPTION: PT PIN 31505-0117 (LT) PT LT 23 RCP H735 PT 5 & 8 1R11903; SAULT STE. MARIE

CONSIDERATION: Nine Hundred (\$900.00) Dollars (subject to usual adjustments)

Rollnumber-0B5030082003000000
 MPAC civic-00690
 MPAC street-BLACK RD
 Street numb-00690
 Ownership-1372097 ONTARIO LIMITED
 PALMER CONSTRUCTION GROUP



DRAWING No. P-13	
PROPERTY ACQUISITION PLAN	
BLACK ROAD WIDENING (SECOND LINE TO THIRD LINE)	
PROPERTY: CIVIC 690	
DESIGNED	JST
DRAWN	JST
CHECKED	JST
PROJECT No.	10443000
SCALE	1:1000
DATE	Nov 2017

BLACK ROAD

Area = 91.5m²

Frontage 45.7m ±

vacant
Civic
690

BY-LAW NUMBER 2018-84

- of -

THE CORPORATION OF THE CITY OF SAULT STE MARIE

To Adopt Optional Tools for the Purposes of Administering Limits for the Commercial, Industrial and Multi-Residential Property Classes.

WHEREAS the Corporation of The City of Sault Ste. Marie (hereinafter referred to as “The Municipality”) may, in accordance with section 329.1 of the Municipal Act, 2001, S.O. 2001, c.25 as amended (hereinafter referred to as “The Act”), and Ontario Regulation 73/03, as made and amended under the Act, modify the provisions and limits set out in part IX The Act, with respect to the calculation of taxes for municipal and school purposes payable in respect of property in the Commercial, Industrial and Multi-Residential property classes;

AND WHEREAS this by-law shall only apply to properties in any of the Commercial, Industrial and Multi-Residential property classes to which Part IX of the Act applies;

AND WHEREAS for the purpose of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be considered to be a single property class;

AND WHEREAS “uncapped taxes” means, the taxes for the municipal and school purposes that shall be levied for the taxation year but for the application of Part IX of the Act;

AND WHEREAS “capped taxes” means, the taxes for the municipal and school purposes that shall be levied for the taxation year as a result of the application of Part IX of the Act;

AND WHEREAS Section 8.2 of Ontario Regulation 73/03 as amended provides that a municipality may pass a by-law providing that Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes), does not apply to any property in the commercial classes, to any property in the industrial classes, or to any property in the multi-residential property class if, in the previous taxation year in the municipality, the taxes for each property in the commercial classes, industrial classes or multi-residential property class, as the case may be, were equal to the uncapped taxes for the property for the taxation year, as shown on the final tax bill for the taxation year for the property, and A by-law under this section applies to the taxation year in which it is passed and to subsequent taxation years;

AND WHEREAS municipalities may pass a by-law to limit capping protection to only reassessment related changes prior to 2018 and exclude 2018 changes from the application of Part IX of the Act;

AND WHEREAS the Council may pass a by-law to apply any one or any combination of the following options:

- i. Increase the annual cap to a maximum of 10% of last year’s capped taxes; and/or
- ii. Set an upper limit on annual increases at the greater of the amount calculated under (i) and up to 10% of the previous year’s annualized CVA tax; and/or
- iii. Up to a maximum \$500 threshold may be set for increasing properties, decreasing properties or both; and/or
- iv. Exempt properties from the capping calculation where the previous year’s capped taxes for the property were equal to the uncapped taxes for that year;
- v. Exempt properties from the capping calculation where the previous year’s capped taxes were less than the previous year’s CVA taxes, and the current year’s capped taxes would otherwise be greater than the current year’s CVA taxes, or vise-versa; and

- vi. Remove classes from the application of Part IX of the Act where all properties within a class were taxed at the uncapped tax level last year.

AND WHEREAS the Council has reviewed the provisions of subsection 329.1 of the Act and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential property classes;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE MARIE HEREBY ENACTS as follows:

1. **THAT** paragraphs 1, 2, and 3, of subsection 329.1 (1) of the Act shall apply to the Commercial, Industrial and Multi-Residential property classes for 2018.
2. **THAT**
 - a) In determining the amount of taxes for municipal and school purposes for the year under subsection 329 (1) and the amount of the tenant's cap under subsection 332 (5), the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of subsection 329 (1), and the increasing amount under paragraph 2 of subsection 332 (5),
 - i. The percentage set out in Subsection 329 (1) paragraph 2 and in subsection 332 (5) paragraph 2 shall be ten per cent (10%) for Multi-Residential and five percent (5%) for Commercial and Industrial, and
 - ii. The amount of the taxes uncapped for the previous year multiplied by five per cent (5%) for Multi-Residential and Commercial and zero per cent (0%) for Industrial
 - b) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under section 329, as modified under section 329.1 of the Act and this by-law by five hundred dollars (\$500.00) or less for Multi-Residential and by two hundred and fifty dollars (\$250) or less for Commercial and Industrial;
 - c) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under section 330, as modified under section 329.1 of the Act and this by-law exceed the uncapped taxes by five hundred (\$500.00) or less for Multi-Residential and by two hundred and fifty dollars (\$250) or less for Commercial and Industrial.
3. **THAT** paragraphs 1, 2, and 3, of subsection 8.0.2 (2) of Ontario Regulation 73/03 shall apply to the Commercial, Industrial and Multi-Residential property classes for 2018;
4. **THAT** Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes) does not now and hereafter does not apply to valuation changes for any property in the commercial, industrial or multi-residential classes that could be subject to capping as a result of the increase or decrease in value effective January 1, 2017 for 2018 taxation.

5. **THAT** properties that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of the Act for the 2018 taxation year;
- i. The capped taxes for the property in the previous year were equal to its uncapped taxes for that year;
 - ii. The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied;
 - iii. The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.
6. **THAT** By-law 2009-95 is hereby repealed.
7. **THAT** this by-law shall be effective as of January 1st, 2018.

PASSED in open Council the 23rd day of April, 2018

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-85

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Simpson Street from Queen Street East to Wellington Street East (Contract 2018-4E).

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 Contract dated April 23, 2018 between the City and Trimount Construction Group, a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Simpson Street from Queen Street East to Wellington Street East (Contract 2018-4E).

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 23rd day of April, 2018

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2018-4E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 23rd day of April in the year 2018 by and between Trimount Construction Group Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

RECONSTRUCTION OF SIMPSON STREET CONTRACT 2018-4E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P. Eng, Director of Engineering acting as, and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Contract Documents, including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, PUC Services Inc. Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC

Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post as follows:

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

THE CONTRACTOR: Trimount Construction Group Inc.
2 – 1092 Great Northern Road
Sault Ste. Marie, Ontario

THE OWNER: Mr. Don Elliott, P. Eng.
Director of Engineering
99 Foster Drive, 5th Floor
Sault Ste. Marie, ON P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - CHRISTIAN PROVENZANO

(seal)

CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-86

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the reconstruction of Black Road from Second to Third Line (Contract 2018-2E).

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 Contract dated April 23, 2018 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Black Road from Second to Third Line (Contract 2018-2E).

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 23rd day of April, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2018-2E
Reconstruction of Black Road
(Second Line to Third Line)

FORM OF AGREEMENT

This Agreement made (in triplicate) this 23rd day of April in the year 2018 by and between

Pioneer Construction Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and complete all the works shown and described in the contract documents entitled:

CONTRACT NO. 2018-2E

RECONSTRUCTION OF BLACK ROAD (SECOND LINE TO THIRD LINE)

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, PUC Services Inc. Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Owner, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The

FORM OF AGREEMENT

Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

THE CONTRACTOR: Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, Ontario P6A 0B5

THE CONTRACT ADMINISTRATOR: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario P6A 2M4

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

(seal)

CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

Pioneer Construction Inc.

Company Name

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-87

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for engineering services for the McNabb Street/Pim Street Drainage Improvements, Phase 2.

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 April 23, 2018 between the City and Tulloch Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the McNabb Street/Pim Street Drainage Improvements, Phase 2.

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 23rd day of April, 2018

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

2017

Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)

**CLIENT/ENGINEER AGREEMENT
FOR
*PROFESSIONAL CONSULTING SERVICES***

**MCNABB STREET DRAINAGE IMPROVEMENTS
(PHASE 2)**

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 23rd day of April A. D. 2018

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TULLOCH ENGINEERING INC.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to construct the McNabb Street Drainage Improvements comprising of the following:

- Replacement of the existing storm sewer from the southern end of, and through Poplar Park and the Algoma Family Services parking lot to the north side of McNabb Street.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. **Engineer**

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

2. **Services -**

3. **RFP -**

4. **Addenda –**

5. **Order of Precedence:**

- i. Addendums
- ii. Request for Proposal issued
- iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

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- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$5,000,000.00 for automobile insurance. When requested, the Engineer

shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$5,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and

coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

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2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If not agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.

3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.

- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 **Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

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1.24 **Additional Conditions**

Supplemental Conditions are provided in Article 5, amending provisions of the above agreement.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Services to be provided by Engineer;

Consultant's Services for Detailed Design and Tendering of the Project

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
2. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
3. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.
4. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
5. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
6. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.
7. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
8. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

Consultant's Services for Construction Administration on the Project

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based on extrapolation.

The extent of the Consultant's duties for general review are as follows:

- (a) Administrative Services During Construction
 1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
 2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
 3. Review shop drawings submitted for general compliance with the design requirements.
 4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
 5. Advise on the validity of charges for additions or deletions and preparation of change orders.
 6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
 7. Maintain adequate records related to the construction contracts.
 8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.
 9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
 10. Schedule and attend job meetings as deemed necessary.

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11. Report on the progress of construction to the Client.

(b) Resident Staff Services during Construction

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
7. Maintain sufficient data to determine periodic progress of the Project.
8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

2.02 Services to be provided by Client;

Client's Services for Preliminary Design

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign Investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. A detailed digital topographic survey of the existing features within the project limits.
4. Base Plan of the project area showing property fabric.
5. Traffic information.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
7. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses (1) to (7) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

Client's Service for Detailed Design

The client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services may be assigned to the Consultant under Section 1.08.

1. Access to and, where necessary, copies of existing plan, profiles or other topographic information showing or pertaining to existing conditions within the Project area.

2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any information regarding utilities necessary for the preparation of the plans in the possession of the Client.
6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designate in writing individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the Consultant's services under this agreement.

Client's Services for Construction Administration

The Client shall provide the Consultant with the following services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1 08

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.
4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade: Hourly Rate:

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.2 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH ENGINEERING INC.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 23rd Day of April, 2018

Signature	
Name	Larry Jackson, P.Eng.
Title	General Manager

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 23rd Day of April, 2018

Signature		Signature	
Name	CHRISTIAN PROVENZANO	Name	MALCOLM WHITE
Title	MAYOR	Title	CITY CLERK

ARTICLE 5 – ATTACHMENTS

Supplementary Conditions

Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following;

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

“

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following;

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

“

SCHEDULE "A"

FEE ESTIMATE AND BILLING RATES

SCHEDULE A

1. Fee Estimate

The estimated total fees for the assignment, including all expenses and disbursements are shown in the following table. The total fee for the construction phase of the assignment is an estimate based on experience on similar projects and an anticipated construction duration. The actual fee during construction is dependent on the Contractor's schedule and construction methodology. The Total Fee for the assignment is an Upset Limit for the specified Scope of Work and will not be exceeded without the approval of the Corporation of the City of Sault Ste. Marie.

Description of Services	Scope of Work	Estimated Fee
Detailed Design and Project Tendering	Agreement Sections 2.1 and 2.3	\$15,122.00
Administration and Resident Staff Services During Construction	Agreement Section 2.5	\$251,788.00
Total Upset Limit		\$266,910.00

Fees do not include H.S.T.

2. Billing Rates

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

Job Description / Classification	Billing Rate
General Manager / Principal	\$160/hour
Project Manager / Senior Engineer	\$125 - \$150/hour
Intermediate Engineer	\$110 - \$125/hour
Engineering Intern/ Junior Engineer	\$80 - \$100/hour
Senior Technician / Designer	\$90 - \$110/hour
Intermediate Technician / Designer	\$75 - \$90/hour
Junior Technician / Designer	\$60 - \$70/hour
Senior Inspector	\$90 - \$110/hour
Junior Inspector	\$60 - \$80/hour
CAD Operator	\$70 - \$90/hour
Administrative	\$55 - \$70/hour

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-88

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Simpson Street between Queen Street East and Wellington Street East from May 30, 2018 until October 31, 2018.

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

1. **TEMPORARY STREET CLOSING SIMPSON STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Simpson Street between Queen Street East and Wellington Street East from May 30, 2018 until October 31, 2018.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of April, 2018

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-89

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Black Road between Second and Third Line from May 30, 2018 until October 31, 2018.

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

1. **TEMPORARY STREET CLOSING OF BLACK ROAD**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Black Road between Second and Third Line from May 30, 2018 until October 31, 2018.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of April, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-90

PROPERTY: (MAP 80) A by-law to declare the City owned property legally described as PIN 31594-0081 (LT) PT LT 8, 32 RCP H625 KORAH PT 1, 2 1R2704, PT 4 1R3082; SAULT STE. MARIE, being civic 236 Prentice Avenue, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

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

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of April, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

388	384	287
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Sussex Road

387	383	379	275
			271
			267
14	12	6	263

Donna Drive

15	9	5	3	251
				247
				243
				239
				237
				235
452 4				231
				428
452 9	444 A	436		

Prentice Avenue

280	363	359	355	351	347	343	339	335	333	331
272										
268										
264										
258										
252										
248										
240										
236										
232										
420	412	408	400	392	384	376				

SUBJECT PROPERTY

Second Line West

459	443	439	435 1	427
	234			195
229	232			
227	226			187
	224			183
	222			
221	220			179
	218			
215	216			171
	212			167

Turner Avenue

208	
196	505
188	
184	501
180	497
	493
172	489
	473
168	

First Avenue

391	
500	499
496	495
492	491
488	487
484	483

Second Avenue

522
514
508
498
492
488
484

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2018-18

STREET CLOSING & CONVEYANCE: (MAP 67) A by-law to stop up, close and authorize the conveyance of Peer Street and a 0.30m Reserve on the Easterly limit of Peer Street in the Peer Subdivision, Plan 1M448.

WHEREAS the street more particularly described as Peer Street described as PIN 31486-0010 (LT) PCL STREETS-1 SEC 1M448; PEER ST PL 1M448 RANKIN LOCATION; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PIN 31486-0009 (LT) PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision, Plan 1M448 was established as a public street and assumed for public use by By-law 2018-17;

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The street more particularly described as Peer Street described as PIN 31486-0010 (LT) PCL STREETS-1 SEC 1M448; PEER ST PL 1M448 RANKIN LOCATION; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PIN 31486-0009 (LT) PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision, Plan 1M448, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 22nd day of January, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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Read the **THIRD** time in open Council and passed this 23rd day of April, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR
INFORMATION PURPOSES ONLY.

