



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

Monday, June 11, 2018

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	14 - 30
Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
Resolved that the Minutes of the Regular Council Meeting of 2018 05 28 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor J. Krmpotich Seconder Councillor P. Christian	
Resolved that the Agenda for 2018 06 11 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 World Elder Abuse Awareness Day	
Evelyn Theriault, Seniors Rights Protection Council of Sault Ste. Marie and Area	
5.2 World Refugee Day	

Sean Halliday, Local Immigration Partnership

5.3 Canadian Multiculturalism Day

Sean Halliday, Local Immigration Partnership

5.4 PUC Rate Application

31 - 39

Jim Boniferro, Chair and Robert Brewer, President, Chief Executive Officer,
PUC Services Inc.

5.5 Vehicle for Hire – New Rates

Ray Dawson

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that all the items listed under date 2018 06 11 – Agenda item 6 –
Consent Agenda be approved as recommended.

6.1 Korah Collegiate Relay for Life Event

Correspondence requesting exemption from the provisions of noise by-law 80-
200.

The relevant By-law 2018-132 is listed under item 11 of the Agenda and will
be read with all by-laws under that item.

6.2 2017 Audited Financial Statements

40 - 77

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Manager of Audits and Capital Planning dated
2018 06 11 concerning 2017 Audited Financial Statements be received and
that the audited Consolidated Financial Statements and Trust Fund
Statements for 2017 be approved.

6.3 RFP – Engineering Services – Replacement of Transit Garage Roof

78 - 79

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

The relevant By-law 2018-124 is listed under item 11 of the Agenda and will
be read with all by-laws under that item.

- 6.4 RFP – Engineering Services – Repairs to Façade of Storage Building at Regional Emergency Services Complex 80 - 81**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- The relevant By-law 2018-123 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.5 Heritage Property Tax Rebate Program 82 - 84**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor O. Grandinetti
Seconder Councillor P. Christian
- Resolved that the report of the Manager of Recreation and Culture dated 2018 06 11 concerning Heritage Property Tax Rebate Program be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 1164 Queen Street East be enrolled in the Heritage Property Tax Rebate Program be approved.
- 6.6 Municipal Parking Lot Lighting – LED Conversion 85 - 86**
- A report of the Manager of Transit and Parking is attached for the consideration of Council
- Mover Councillor J. Krmpotich
Seconder Councillor S. Butland
- Resolved that the report of the Manager of Transit and Parking dated 2018 06 11 concerning municipal parking lot lighting be received and that an additional \$42,000 be allocated from the Green Committee Reserve to cover costs associated with the implementation of the municipal parking lot lighting retrofit.
- 6.7 Municipal Law Enforcement Officers 87 - 91**
- A report of the Manager of Transit and Parking is 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 listed under that item.
- 6.8 Miscellaneous Paving – Contract 2018-9E 92 - 93**
- A report of the Design and Construction Engineer is attached for the consideration of Council.
- The relevant By-law 2018-120 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.9 Fort Creek Aqueduct – Revised Engineering Agreement 94 - 95**

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Design and Construction Engineer dated 2018 06 11 be received and that the engineering fee limit in Tulloch Engineering's agreement for reconstruction of the Fort Creek Aqueduct be increased to \$876,289 to include contract administration and construction inspection.

6.10 Upgrades to Class D Gravel Roads 96 - 98

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

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that the report of the Director of Engineering dated 2018 06 11 concerning upgrades to class D gravel roads be received and that the Legal Department be directed to investigate the acquisition of the remaining existing class D road private rights-of-way.

6.11 Request to Rename a Portion of Ontario Avenue 99 - 100

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

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Resolved that the report of the Director of Engineering dated 2018 06 11 be received and that the section of Ontario Avenue between Pine Street and Upton Road be renamed Garrison Way;

Further that the Legal Department be directed to prepare the necessary by-law to effect the same.

6.12 Landfill Operations and Monitoring 2017 – Environmental Monitoring Committee 101 - 104

A report of the Land Development and Environmental Engineer is attached for the information of Council.

Mover Councillor J. Krmpotich
Seconder Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2018 06 11 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

- 6.13 Local Planning Appeal Tribunal – 248 Wallace Terrace and 292 Farwell Terrace (A-7-18-Z.OP)** 105 - 106
- A report of the City Solicitor is attached for the consideration of Council.
- Mover Councillor O. Grandinetti
Seconder Councillor S. Butland
- Resolved that the report of the City Solicitor dated 2018 06 11 concerning Local Planning Appeal Tribunal – 248 Wallace Terrace and 292 Farwell Terrace be received as information.
- 6.14 Status Update on the Disposition of 22 MacDonald Avenue** 107 - 121
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- Mover Councillor O. Grandinetti
Seconder Councillor P. Christian
- Resolved that Staff be directed to waive the tipping fees related to the removal of soil from 22 MacDonald Avenue on the following basis:
1. That tipping fees be waived up a maximum of 3,000 tonnes of soil from 22 MacDonald Avenue, tested in accordance with City procedure and found to be useable by the City and conditional on (b), (c) and (d) herein;
 2. That the Purchaser confirm in writing on or before 6:00 p.m. on June 11, 2018 that all conditions in the Agreement have been satisfied;
 3. That the Purchaser further confirm in writing on or before 6:00 p.m. on June 11, 2018 that the Purchaser shall assume all environmental risk, costs and liability with respect to the subject property and complete the transaction on June 29, 2018; and
 4. That these conditions shall survive the closing of the transaction,
- and that the Legal Department be directed to complete any necessary documentation to facilitate same.
- 6.15 Fox Run Developments – Foxborough Trail – Sale of 1-Foot Reserve** 122 - 123
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2018-125 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.16 Lane Closing and Conveyance – Cornwall and York** 124 - 126
- A report of the Solicitor/Prosecutor is attached for the consideration of Council.
- The relevant By-law 2018-121 is listed under item 11 of the Agenda and will

be read with all by-laws under that item.

6.17 Vehicle for Hire – New Rates 127 - 130

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

Mover Councillor O. Grandinetti
Seconder Councillor P. Christian

Resolved that the report of the Legal Department dated 2018 05 28 concerning rates and licencing considerations be received and that Council direct staff to amend its vehicle for hire by-law as suggested in the Police Chief's letter dated April 9, 2018.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

7.8.1 AMO Nomination 131 - 138

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that Councillor L. Turco be nominated by the City of Sault Ste. Marie to the Association of Municipalities of Ontario (AMO) Board of Directors – Large Urban Caucus for a two-year term (2018-2020).

7.8.2 EDC Board Member Nominations 139 - 141

A report of the Sault Ste. Marie Economic Development Corporation is attached for the consideration of Council.

Mover Councillor O. Grandinetti
Seconder Councillor S. Butland

Resolved that the following persons be nominated to the Sault Ste. Marie

Economic Development Corporation Board of Directors: Terry Rainone, Pramod Shukla, Bill Freiburger and the Deputy CAO Community Development and Enterprise Services, with Mayor C. Provenzano and Councillor S. Hollingsworth as non-voting members.

7.8.3 Community Theatre Centre Appointments

Mover Councillor O. Grandinetti
Seconder Councillor P. Christian

Resolved that Norman Fera and Bruce Butler be appointed to the Sault Ste. Marie Community Theatre Centre Board of Directors for a two-year period effective June 19, 2018.

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

8.1 Former Hospital Site

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Whereas the maintenance and security of the former hospital properties has been sorely neglected; and

Whereas it appears very unlikely this prime waterfront area will be further developed in the foreseeable future; and

Whereas the former hospital buildings are crumbling and action needs to be taken for the elimination of personal risk, and to address the aesthetics of this property; and

Whereas this area is part of the community's prime waterfront and is situated along a main east-west corridor creating an eyesore which impacts the reputation of the City to visitors and is discouraging to local residents; and

Whereas a number of serious concerns have been cited by the residents of Riverwalk Condominiums who are literally living in the midst of this abandoned property site, including the following:

- Unrestricted vehicular access; cars and trucks regularly using the area for high speed, dangerous driving and illegal drug activity is observed daily
- People are frequently seen on the roof of the former General Hospital and risk of serious injury is a concern to those living adjacent
- Health concerns are great due to an extensive rat infestation and evidence of a haven for roosting and breeding for pigeons in both the former renal site and General Hospital building; and

Whereas the demand on policing is substantial and associated costs are high due to the inordinate number of complaints received from concerned citizens over the past two years regarding these properties because the site is an unsecured magnet for intruders; and

Whereas the state of this property does directly affect the residents of the Riverwalk Condominium and those in the surrounding neighbourhood; and

Whereas the entire City suffers as this prime waterfront area appears so poorly and could discourage investment in our community by a seeming lack of commitment to maintain high property standards;

Therefore Be It Resolved that appropriate staff be requested to investigate and report back to City Council by the first meeting in September on all options to exercise the full authority available to the municipality to address this serious issue; and

Further Be It Resolved that staff recommend a specific course of action that can be taken to resolve this matter.

8.2 Road Resurfacing

142 - 149

Mover Councillor M. Shoemaker
Seconder Councillor S. Butland

Whereas every year the City of Sault Ste. Marie reconstructs or resurfaces many municipal roads; and

Whereas every year new cracks, potholes and damage appear in the municipal roads; and

Whereas the potholes are caused, in part, by water entering into small cracks left in the asphalt when it is initially laid, then freezing, and expanding, which, over time, creates large potholes; and

Whereas the City of Sault Ste. Marie, like many cities and provinces in Canada, has a significant infrastructure deficit when it comes to road reconstruction and resurfacing; and

Whereas research has shown that reducing the number of cracks in freshly laid asphalt lengthens the life of said asphalt; and

Whereas new technology is being studied by the Ministry of Transportation to increase the lifespan of newly laid asphalt; and

Whereas the Ministry of Transportation is also considering water permeability standards for newly laid asphalt to ensure water is not entering cracks, and thereafter creating potholes;

Now Therefore Be It Resolved that staff be requested to investigate the new technology being studied by the Ministry of Transportation and offer their support to the development of reasonable water permeability standards in new asphalt as a way to improve the roads for Sault Ste. Marie motorists.

8.3 Dogs at Large

Mover Councillor J. Hupponen

Seconder Councillor M. Shoemaker

Whereas the new animal care and control by-law 2018-19 under section 6.1 "Running at Large" states that "no owner shall cause or permit a dog or cat to be at large in the City of Sault Ste. Marie. For the purpose of this by-law the dog or cat shall be deemed to be running at large if it is found in any place other than on the premises of its owner, not on a leash held by any person, not under control of any person"; and

Whereas there have been numerous complaints in the past and recently about dogs running at large on the Hub Trail, Bellevue Park and Hiawatha Park to name a few; and

Whereas in the past, any complaints regarding dogs running at larger were not addressed effectively due to lack of enforcement capabilities by our by-law enforcement officer or the local Humane Society;

Now Therefore Be It Resolved that City staff and Humane Society staff be requested to report with options to effectively enforce the running at large provisions of the animal care and control by-law.

8.4 Animal-Free Circuses

Mover Councillor J. Hupponen
Seconder Councillor M. Shoemaker

Whereas By-law 2018-19, a new and enhanced animal care and control by-law was passed on May 28, 2018 to ban domestic animals such as dogs and horses in animal exhibitions in the City of Sault Ste. Marie; and

Whereas the "Super Spectacular Circus" uses dogs and horses in their performances and therefore will be banned from including Sault Ste. Marie in their traveling circuit unless they can offer an animal-free circus event; and

Whereas circuses have been coming to our city for many years as a form of family entertainment; and

Whereas it would be disappointing to many residents if the event were not replaced; and

Whereas animal-free circuses can offer an extravaganza with an array of acrobats, clowns, dancers, magicians and jugglers; and

Whereas animal-free circuses are growing in popularity throughout the country

Now Therefore Be It Resolved that staff be requested to investigate animal-free entertainment options available for the summer of 2018.

8.5 Retail Cannabis Sites

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Whereas Sault Ste. Marie has been told it will be one of the first 14 designations across Ontario to have a retail cannabis site and

Whereas a yet-to-be named location is scheduled to open this year; and

Whereas the province intends to open about 40 stand-alone marijuana retail stores; and

Whereas the City was required to provide the province with an inventory of potential properties zoned to accommodate the commercial outlet based on criteria provided by the province; and

Whereas the Ontario government, which will ultimately determine where a cannabis retail store will be located, has said that it will follow guidelines designed to protect youth by ensuring stores are not in close proximity to schools and preventing illegal storefronts; and

Whereas in recent months Sault Ste. Marie City Council has been informed more than once that our community has a higher than provincial average drug problem and that our youth are already at risk; and

Whereas City Council has also been informed that the non-medical use of marijuana is a proven pathway to increased chemical dependency use;

Now Therefore Be It Resolved that City Council goes on record opposing the opening of a retail cannabis outlet in our community.

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 O. Grandinetti

Seconder Councillor S. Butland

Resolved that all By-laws under item 11 of the Agenda under date 2018 06 11 be approved.

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

11.1.1 By-law 2018-118 (Parking) Amend By-law 90-305 Municipal By-law Enforcement Officers 150 - 152

Mover Councillor O. Grandinetti

Seconder Councillor S. Butland

Resolved that By-law 2018-118 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 11th day of June, 2018.

11.1.2 By-law 2018-120 (Agreement) Miscellaneous Paving Contract 2018-9E 153 - 155

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

Mover Councillor O. Grandinetti

Secunder Councillor S. Butland

Resolved that By-law 2018-120 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the 2018 road resurfacing program which includes resurfacing People's Road from Third Line to Fourth Line, Shore Drive from Pine Street to east limit, and Rosita Street from Ransome Drive to Ellis Road, as well as surface treatment of Brookfield Avenue from Second Line to the south limit and Laurier Avenue from Second Line to the south limit be passed in open Council this 11th day of June, 2018.

11.1.3 By-law 2018-122 (Property) Sale of 84 Ruth Street 156 - 158

Council Report was passed by Council resolution on May 28, 2018.

Mover Councillor O. Grandinetti

Secunder Councillor S. Butland

Resolved that By-law 2018-122 being a by-law to authorize the sale of surplus property being civic 84 Ruth Street, legally described in PIN 31581-0146 (LT) to 1927522 Ontario Inc. o/a TTG Group and to repeal By-law 2018-109 be passed in open Council this 11th day of June, 2018.

11.1.4 By-law 2018-123 (Agreement) Façade Repairs at RESC Centre 159 - 172

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor O. Grandinetti

Secunder Councillor S. Butland

Resolved that By-law 2018-123 being a by-law to authorize the execution of the Agreement between the City and Elliott Engineering Inc. to provide engineering services for repairs to the façade at the RESC Centre be passed in open Council this 11th day of June, 2018.

11.1.5 By-law 2018-124 (Agreement) Transit Garage Roof Replacement 173 - 202

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor O. Grandinetti

Secunder Councillor S. Butland

Resolved that By-law 2018-124 being a by-law to authorize the execution of the Agreement between the City and Stem Engineering Group Incorporated to provide Engineering Services for replacement of the roof at the Transit Garage, 111 Huron Street be passed in open Council this 11th day of June, 2018.

11.1.6 By-law 2018-125 (Property) Declare Surplus and Authorize Disposition of 1 203 - 205

Foot Reserve (Fox Run Subdivision)

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

Mover Councillor O. Grandinetti
Secunder Councillor S. Butland

Resolved that By-law 2018-125 being a by-law to declare the City owned property legally described as PT PIN 31511-0310 (LT) PT RESERVE BLOCK 31, PLAN 1M589, BEING PT 2 1R13362; CITY OF SAULT STE. MARIE being a 1' reserve in the Fox Run Subdivision as surplus to the City's needs and to authorize the disposition of the said property to Sal-Dan Developments Limited or as otherwise directed be passed in open Council this 11th day of June, 2018.

11.1.7 By-law 2018-126 (Zoning) 87, 95, 107 Huron Street (1188004 Ontario Inc.) 206 - 208

Council Report was passed by Council resolution on May 28, 2018.

Mover Councillor O. Grandinetti
Secunder Councillor S. Butland

Resolved that By-law 2018-126 being a by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for part of the lands known municipally as 87, 95, 107 Huron Street (1188004 Ontario Inc.).

11.1.8 By-law 2018-131 (Appointments) Humane Society By-Law Enforcement Officers 209 - 210

Mover Councillor O. Grandinetti
Secunder Councillor S. Butland

Resolved that By-law 2018-131 being a by-law to appoint Municipal By-Law Enforcement Officers and Provincial Offences Officers to enforce City animal control by-laws be passed in open Council this 11th day of June, 2018.

11.1.9 By-law 2018-132 (Noise Exemption) Relay for Life 211 - 211

Mover Councillor O. Grandinetti
Secunder Councillor S. Butland

Resolved that By-law 2018-132 being a by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 14, 2018 to 7:00 a.m. on June 15, 2018 be passed in open Council this 11th day of June, 2018.

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

11.2.1 2018-121 (Lane Closing and Sale) Cornwall and York Subdivision 212 - 214

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

Mover Councillor O. Grandinetti

Seconder Councillor S. Butland

Resolved that Bylaw 2018-121 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Cornwall and York Subdivision, Plan 703 be read a FIRST and SECOND time in open Council this 11th day of June, 2018.

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

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

13. Closed Session

Mover Councillor J. Krmpotich

Seconder Councillor S. Butland

Resolved that this Council proceed into closed session to receive a legal opinion concerning Construction Employer - Cost Benefit Report; and

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) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose)*

14. Adjournment

Mover Councillor J. Krmpotich

Seconder Councillor P. Christian

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, May 28, 2018
4:30 pm
Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, 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

Absent: Councillor P. Christian, Councillor S. Myers

Officials: A. Horsman, R. Tyczinski, M. White, T. Vair, L. Girardi, P. Johnson, N. Kenny, P. Niro, D. McConnell, D. Elliott, B. Lamming, V. McLeod, S. Piraino, L. Perry, R. Pihlaja

1. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the Minutes of the Regular Council Meeting of 2018 05 14 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor L. Turco – Housekeeping – Amendments to By-law 4001

eSCRIBE Minutes

Spouse employed by Police Service

3.2 Councillor L. Turco – By-law 2018-110 (Parking) Amend By-law 4001 (Parking on Private Property)

Spouse employed by Police Service

3.3 Councillor M. Shoemaker – AG170 – Fox Run Developments – Lot 4 – Madison Avenue – Access Agreement

One of the parties is a client of law firm.

3.4 Councillor M. Shoemaker – A-11-18-Z - 87, 95, 107 Huron Street (1188004 Ontario Inc.)

Applicant is a client of law firm.

3.5 Councillor M. Shoemaker – Consideration and Passing of By-laws

Conflict declared on all by-laws related to Fox Run Developments. Fox Run Developments is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for 2018 05 28 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Queen Street Cruise

Joe Bisceglia, Gary Trembinski, Co-Chairs were in attendance.

5.2 June is Recreation and Parks Month

Virginia McLeod, Manager of Recreation and Culture was in attendance.

5.3 Spina Bifida and Hydrocephalus Awareness Month

Troy and Annette Chandler were in attendance.

5.4 National Italian Heritage Month

Orlando Rosa, President, G. Marconi Men's Society was in attendance.

5.5 Local Food Week

Jessica Laidley, Food Resource Centre Coordinator, United Way was in attendance.

5.6 Transit Route Optimization Study Update

Sam Piraino, Manager of Transit and Parking was in attendance.

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Resolved that all the items listed under date 2018 05 28 – Agenda item 6 – Consent Agenda be approved as recommended, save and except Agenda item 6.3.

Carried

6.1 Property Tax Appeals

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 05 28 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the *Municipal Act*.

Carried

6.2 Naming, Advertising, and Sponsorship Rights

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2018 05 28 concerning Naming, Advertising and Sponsoring Rights be received and that the proposal submitted by GFL Environmental Inc. for naming, advertising, and sponsorship agreement rights for the multi-purpose indoor venue currently named the Essar Centre for the ten (10) year period commencing August 1, 2018 be approved.

A by-law authorizing signature of the agreement for the naming, advertising, and sponsorship agreement rights will appear on a future Council agenda.

Carried

6.4 Public Works Ditching Program – 2018

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Public Works dated 2017 05 28 concerning the Public Works 2018 ditching program be received as information.

Carried

6.5 Sault Area Hospital Emergency Evacuation Agreement

A report of the Emergency Management Coordinator was received by Council.

The relevant By-law 2018-105 is listed under item 11 of the Minutes.

6.6 Sale of 84 Ruth Street – Further Information

The report of the City Solicitor was received by Council.

The relevant By-law 2018-109 is listed under item 11 of the Minutes.

6.7 AG170 – Fox Run Developments – Lot 4 – Madison Avenue – Access Agreement

Councillor M. Shoemaker declared a conflict on this item. (One of the parties is a client of law firm.)

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

The relevant By-laws 2018-108, 2018-113 and 2018-114 are listed under item 11 of the Minutes.

6.8 Housekeeping – Amendments to By-law 4001

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

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

The relevant By-law 2018-110 is listed under item 11 of the Minutes.

6.9 R1.57 – Peddler and Food Vendor Licencing By-law

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

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

6.10 Algoma's Companies Creditors' Arrangement Act Proceedings

6.3 Review of Municipal Staff Parking Fees

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 05 28 be received as information.

Carried

6.3.1 Additional Motion – Review of Municipal Staff Parking Fees

Moved by: Councillor M. Shoemaker

Seconded by: Councillor O. Grandinetti

Whereas a May 28, 2018 report titled Review of Municipal Staff Parking Fees sought further direction from Council on proceeding into a detailed analysis of implementing staff parking fees; and

Whereas staff set out the paid-parking practices of other Northern Ontario cities including Thunder Bay, Sudbury and Timmins; and

Whereas many public sector and greater-public-sector agencies in Sault Ste. Marie charge their employees for parking;

Now Therefore Be It Resolved that staff be requested to bring forward an implementation plan for paid employee parking at the Civic Centre North and South Lot, the Essar Centre, the Ermatinger-Clergue National Historic Site, the Transit Terminal and the Transit Centre;

Further Be It Resolved that staff use comparators from other organizations in Sault Ste. Marie to determine the rate at which employee parking will be charged;

Further Be It Resolved that staff be requested to include full-time employees, and City Councillors in implementation of the paid parking implementation plan but not to include part-time employees or summer students;

Further Be It Resolved that staff be requested to report back on the recommended method of enforcement to minimize enforcement costs to the greatest extent possible.

Recorded	For	Against	Absent
Mayor C. Provenzano		X	
Councillor S. Butland		X	

Councillor P. Christian			X
Councillor S. Myers			X
Councillor S. Hollingsworth		X	
Councillor J. Hupponen	X		
Councillor L. Turco		X	
Councillor M. Shoemaker	X		
Councillor R. Niro		X	
Councillor M. Bruni		X	
Councillor F. Fata	X		
Councillor J. Krmpotich		X	
Councillor O. Grandinetti	X		
Results	4	7	2

Defeated

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-11-18-Z - 87, 95, 107 Huron Street (1188004 Ontario Inc.)

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

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Planning, Community Development and Enterprise Services dated 2018 05 28 concerning rezoning application A-11-18-Z be received and that

Council approve the request for removal of the Holding Provision by-law on the subject property; further that the Legal Department be directed to prepare the necessary by-law to effect the same.

Carried

7.7.2 A-12-18-Z - 100 Estelle Street (1972659 Ontario Ltd. c/o Carlo Gervasi)

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2018 05 28 concerning rezoning application A-12-18-Z be received and that the application be postponed to allow for new notice.

Carried

7.7.2.1 Correspondence

7.7.3 A-8-18-Z - 188 Kohler Street – 1890685 Ontario Inc. (Ruscio Masonry & Construction Limited)

The report of the Senior Planner was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2018 05 28 concerning Rezoning Application A-8-18-Z be received and that Council postpone this application to the June 25, 2018 Council meeting.

Carried

7.8 Boards and Committees

7.8.1 Vacancies

7.8.1.1 Sault Ste. Marie Public Library Board

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that Erin Ferlaine be appointed to the Sault Ste. Marie Public Library Board from May 28, 2018 to December 31, 2018.

Carried

7.8.1.2 Municipal Heritage Committee

The relevant By-law 2018-117 is listed under item 11 of the Minutes.

7.8.2 PUC Inc. and PUC Services Inc. Shareholders Meeting

The PUC Inc. and PUC Services Inc. Annual Report to Shareholders and financial statements were received by Council.

7.8.2.1 Resolution to appoint Mayor Provenzano as Proxy

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

Carried

7.8.2.2 PUC Inc. and PUC Services Inc. Shareholder Resolutions

7.8.2.3 PUC Financial Statements

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

8.1 Future SSM Project

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Whereas the City has been working on developing a comprehensive community project (Future SSM) to support the community as it progresses towards an economically diverse, culturally vibrant, socially equitable and environmentally sustainable future; and

Whereas a number of individuals have been vigorously creating the plan by holding focus groups; and

Whereas the Future SSM Project is to set clear steps as one important method to think beyond specific sector needs and address urgent issues for the entire local economy, including: community infrastructure, social development, labour force development, education and training development and business retention and expansion; and

Whereas this is critical to the future of our community;

Now Therefore Be It Resolved that the Deputy CAO Community Development and Enterprise Services be requested to provide quarterly updates to keep Council and the community abreast of the progress being made by the committees and individuals involved.

Carried

8.2 National Housing Strategy Plan

Moved by: Councillor M. Shoemaker

Seconded by: Councillor O. Grandinetti

Whereas Sault Ste. Marie's current inventory of multi-residential social and community housing is at or near capacity; and

Whereas studies show that mixed income housing is the most inclusionary way to develop multi-residential social and community housing; and

Whereas Sault Ste. Marie's current inventory of multi-residential social and community housing has limited mixed-income availability; and

Whereas on April 30, 2018, the governments of Canada and Ontario signed a 10-year funding agreement under the National Housing Strategy that will see \$4.2 billion invested in social and community housing across Ontario; and

Whereas the National Housing Strategy funding might present an opportunity for Sault Ste. Marie to increase capacity in its multi-residential and mixed-income social and community housing inventory;

Now Therefore Be It Resolved that City Staff coordinate with Sault Ste. Marie social services to determine where new social and community housing can be developed, what resources are available to assist in the development of said housing, and what role the City can play in ensuring availability of property for the development of such housing, including whether any property needs to be acquired and/or re-zoned for the development of such housing.

Carried

8.3 Jamestown Health Equity Centre

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas opioid and other illicit drug use is a significant public health issue in communities across Canada, including the City of Sault Ste. Marie; and

Whereas the health harms of illicit drug use include not only addiction and overdose, but also an increased risk of blood-borne infections; and

Whereas Algoma has a high burden of hepatitis C, a blood-borne infection which is strongly linked to injection drug use, based on information presented by the Sault Ste. Marie and Area Drug Strategy; and

Whereas per provincial data visualized by the Sault Ste. Marie Innovation Centre, the level of overdoses in this area suggests it may benefit from accessible harm reduction services such as needle exchange; and

Whereas on April 23, 2018 the Council of the City of Sault Ste. Marie committed to "continuing 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 to collectively address the opioid crisis and its consequences"; and

Whereas the Algoma Leadership Table is currently conducting an assessment of the needs and programming available in the community to determine where resources should be focused; and

Whereas the assessment by the Algoma Leadership Table will review the needs and programming not just in the City of Sault Ste. Marie, but across the District of Algoma;

Now Therefore Be It Resolved that the City of Sault Ste. Marie request that City staff work with the Algoma Leadership Table and engage other community partners as necessary to assess the need for harm reduction and health equity services specifically in Jamestown, in addition to the current needs assessment being undertaken by the Algoma Leadership Table, and report back to Council, and

Further Be It Resolved that City staff work with the Algoma Leadership Table and other community partners as necessary, to provide Council with an estimate of the cost for the establishment of said harm reduction and health equity centre.

Carried

8.4 City Laneway Cleanup

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Whereas City Council recently passed a motion requesting City staff to address actions required to ensure compliance of properties in the Jamestown area, with the Minimum Standards and the Dirty Yard By-laws; and

Whereas the intent would be to initiate the findings of said request in the Jamestown area, and subsequently address all other areas of the City as required; and

Whereas the Minimum Standards and Dirty Yard By-Laws do not address the problem of property owners discarding unwanted items, garbage and debris into City-owned laneways; and

Whereas the City By-Law Enforcement Officer cannot issue a violation notice to a property owner without proof that the items were actually placed into the City laneway by that property owner; and

Whereas Public Works and Engineering Services does not generally pick up discarded items, debris, and garbage from an unmaintained laneway, and that each situation may require its own investigation; and

Whereas it is not in the City's best interest to leave this debris and garbage to accumulate in City laneways;

Now Therefore Be It Resolved that Public Works and Engineering Services, the Legal Department, and the Building Division investigate the problem of discarded items, debris, and garbage being placed in City laneways by property owners, and report back to Council with a solution on how to keep the City laneways clean, and

Be It Further Resolved that the said report include the cost estimate of keeping laneways clean from debris and garbage, and ways of recovering costs from property owners who are found to be in violation of the practice of placing debris and garbage in City laneways.

Carried

8.5 Bridge Bus Bike Rack Support Letter

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor R. Niro

Whereas bicycling is more than a practical, cost-effective solution to many municipalities; and

Whereas it is an opportunity to provide an inexpensive activity for families and individuals that provides exercise and adds to the quality life that is important to our community; and

Whereas as a community it is critical to identify and respond to initiatives that improve cycling in and around our city, promoting safety;

Now Therefore Be It Resolved that the Mayor be requested to write a support letter to accompany the grant application being completed by the Sault Ste. Marie, Michigan Economic Development Corporation for bike racks for the international bus.

Carried

8.6 Huron Central Railway

Moved by: Councillor S. Butland

Seconded by: Councillor M. Bruni

Whereas City Council passed a resolution on 2017 04 24 supporting the efforts of the Huron Central Railway to secure the funding necessary to enable the railway between Sault Ste. Marie and the CPR connection in Sudbury to continue to provide a short-line freight service; and

Whereas Genessee & Wyoming Canada have recently announced they will suspend operations of the Huron Central Railway between Sault Ste. Marie and Sudbury by the end of 2018, due to a lack of funding from senior levels of government to maintain the railway; and

Whereas in 2009, in similar circumstances, the City of Sault Ste. Marie facilitated a task force consisting of industry stakeholders and chaired by then CAO, Joe Fratesi, which was instrumental in enabling the Huron Central Railway to receive significant funding from the Federal and Provincial governments to rehabilitate the infrastructure along the Sault Ste. Marie to Sudbury rail corridor,

Now Therefore Be It Resolved that City Council endorse a new task force, led by Councillor Steve Butland and Joe Fratesi and including all relevant stakeholders to assist the Huron Central Railway to obtain senior government funding to ensure the continued operation of the railway.

Carried

8.7 Ontario Municipal Commuter Cycling Program

Mayor Provenzano was not in attendance for this item. Acting Mayor O. Grandinetti assumed the chair.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Whereas on February 20, 2018 staff brought forward a report to City Council about more than \$500,000 of provincial funding the City of Sault Ste Marie has through the Ontario Municipal Commuter Cycling Program (OMCCP); and

Whereas staff were not directed at that time to bring forward project recommendations for the use of said provincial funding;

Now Therefore Be It Resolved that staff be requested to bring forward to City Council recommendations on projects to use the funding available through the OMCCP.

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

Councillor M. Shoemaker declared a conflict on this item. (Conflict declared on all by-laws related to Fox Run Developments. Fox Run Developments is a client of law firm.)

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2018 05 28 be approved save and except By-law 2018-110.

Carried

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

11.1.1 By-law 2018-67 (Regulations) Peddler and Food Vendor Licencing

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

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 28th day of May, 2018.

Carried

11.1.2 By-law 2018-105 (Agreement) Sault Area Hospital Emergency Evacuation

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-105 being a by-law to authorize the Agreement between the City and Sault Area Hospital to provide emergency lodging if a large-scale evacuation of the Hospital occurred be passed in open Council this 28th day of May, 2018.

Carried

11.1.3 By-law 2018-106 (Street Assumption) Various Public Streets

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-106 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 28th day of May, 2018.

Carried

11.1.4 By-law 2018-107 (Zoning) 680 Fifth Line East (Sherry Bernard)

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-107 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 680 Fifth Line East (Sherry Bernard) be passed in open Council this 28th day of May, 2018.

Carried

11.1.5 By-law 2018-108 (Agreement) Fox Run Limiting Agreement Amendment

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-108 being a by-law to authorize the execution of the Agreement between the City and Fox Run Developments (Sault) Inc. to amend the Limiting Distance Agreement dated December 11, 2017 to reflect a revised 1R Plan be passed in open Council this 28th day of May, 2018.

Carried

11.1.6 By-law 2018-109 (Property Sale) 84 Ruth Street

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-109 being a by-law to authorize the sale of surplus property being civic 84 Ruth street, legally described in PIN 31581-0146 (LT), to 1927518 Ontario Inc. o/a Tocar Management be passed in open Council this 28th day of May, 2018.

Carried

11.1.8 By-law 2018-111 (Zoning) 33 Nichol Avenue (Johnson and Taylor)

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-111 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 33 Nichol Avenue (Johnson and Taylor) be passed in open Council this 28th day of May, 2018.

Carried

11.1.9 By-law 2018-112 (Development Control) 33 Nichol Avenue (Johnson and Taylor)

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-112 being a by-law to designate the lands located at 33 Nichol Avenue an area of site plan control (Johnson and Taylor) be passed in open Council this 28th day of May, 2018.

Carried

11.1.10 By-law 2018-113 (Agreement) Fox Run Secondary Agreement Amendment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-113 being a by-law to authorize the execution of the Agreement between the City and Fox Run Developments (Sault) Inc. to amend the Secondary Agreement dated December 11, 2017 to reflect a revised 1R Plan be passed in open Council this 28th day of May, 2018.

Carried

11.1.11 By-law 2018-114 (Agreement) Fox Run Access Agreement

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-114 being a by-law to authorize the execution of the Agreement between the City and Fox Run Developments (Sault) Inc. (the "Owner") to allow the Owner and any future owners of the Subject Property access over the City's one-foot reserve to facilitate the traffic necessary to complete the construction of the townhouses and to allow the future property owner access to their driveway be passed in open Council this 28th day of May, 2018.

Carried

11.1.12 By-law 2018-115 (Agreement) DSSMSSAB Election

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-115 being a by-law to authorize the execution of the Agreement between the City and The District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) be passed in open Council this 28th day of May, 2018.

Carried

11.1.13 By-law 2015-116 (Property) Transfers Fox Run

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-116 being a by-law to authorize the transfer of property described as Parts 1, 2 and 5 1R13439 PIN 31511-0282 (LT) from Fox Run Development (Sault) Inc. to the City and a transfer of the said property from the City to Sal-Dan Developments Limited be passed in open Council this 28th day of May, 2018.

Carried

11.1.14 By-law 2018-117 (Appointments to Local Boards) Amend By-law 2017-20

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-117 being a by-law to amend By-law 2017-20, a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 28th day of May, 2018.

Carried

11.1.15 By-law 2018-119 (Agreement) Ironside Consulting Services Inc. Integrity Commissioner

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-119 being a by-law to authorize the execution of the Agreement between the City and Ironside Consulting Services Inc. to provide Integrity Commissioner Services for the City of Sault Ste. Marie be passed in open Council this 28th day of May, 2018.

Carried

11.1.7 By-law 2018-110 (Parking) Amend By-law 4001(Parking on Private Property)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-110 being a by-law to amend By-law 4001 Parking on Private Property be passed in open Council this 28th day of May, 2018.

Carried

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

- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 13. Closed Session**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Resolved that this Council proceed into closed session to discuss a proposed disposition of land; 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) (c) a proposed or pending acquisition or disposition of land by the municipality)

Carried

- 14. Adjournment**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



PUC Distribution Inc. Cost of Service Rate Application

City Council Meeting - June 2018





Background



Rate Setting Process

- 5 year rate setting cycle
- Year 1 – cost of service rate application – sets base rates for the next 5 years
 - Data driven, year-long process yielding 1,500 page application
- Years 2 to 5 inflationary factor applied to base rates
- Previous history of Distribution rate increases

Year	Increase to Distribution Revenue	Approximate Increase on Total Bill
2014	1.40%	0.35%
2015	1.15%	0.29%
2016	0.0%	0.0%
2017	1.45%	0.36%

Resulted In A Bill Increases Of Less Than \$0.50 Per Month



PUC Rate Application



Currently in the process of Cost of Service Rate Application

- Application filed with the OEB on March 29, 2018
- As part of the process, PUC is required to notify customers of the rate increase request in the OEB prescribed format
- The prescribed format uses a 750 kWh customer (as the provincial average) and the increase to the distribution portion of the bill only (\$6.98 per month)

This needs to be clarified to avoid any confusion:

- PUC's 750 kWh residential customer will actually see a total bill increase of \$1.94 per month – not \$6.98
- PUC's average residential customer uses 910 kWhs per month
- PUC's average residential customer will see a total bill increase of \$0.62 per month due to other credits on the bill



Ontario Energy Board Notice



May 14th Announcement:

- Notice posted on PUC website
- Link to Notice posted on PUC twitter account
- Published in Sault Star
- Press Release issued about the increase and Community meeting

Community Meeting Format:

- Community Meeting to be held on June 19th at the Royal Canadian Legion 6:30 – 8:30 PM
- Brief presentation by OEB regarding the rate setting process
- Brief presentation by PUC regarding the rate application
- Other presentations as requested and approved by the OEB
- Questions

ONTARIO ENERGY BOARD NOTICE TO CUSTOMERS OF PUC DISTRIBUTION INC.

PUC Distribution Inc. has applied to raise its electricity distribution rates.

Learn more. Have your say.

PUC Distribution Inc. has applied to the Ontario Energy Board to raise its electricity distribution rates effective May 1, 2018. If the application is approved, a typical residential customer of PUC Distribution Inc. would see an increase of approximately \$6.98 per month. Other customers, including businesses, may also be affected.

THE ONTARIO ENERGY BOARD IS HOLDING A COMMUNITY MEETING

The Ontario Energy Board (OEB) is hosting a community meeting on June 19, 2018, at the Royal Canadian Legion, 96 Great Northern Road, Sault Ste. Marie, Ontario, from 6:30 p.m. (doors open at 6 p.m.) so that you can:

- Learn more about PUC Distribution's costs and rate application.
- Find out how the OEB will review the application.
- Get involved and provide your comments about the application to the OEB.

THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

The OEB will hold a public hearing to consider the application filed by PUC Distribution. During the hearing, we will question PUC Distribution on its case for a rate increase. We will also hear questions and arguments from individual customers and from groups that represent PUC Distribution's customers. At the end of this hearing, the OEB will decide what, if any, rate increase will be allowed.

Distributors such as PUC Distribution typically apply for a full review of their rates every five years. Any rate changes for the years in between are made by applying an OEB-approved formula which is tied to inflation and other factors intended to promote efficiency. You may not get notice of future rate changes made by applying the formula.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review PUC Distribution's application on the OEB's website now.
- You can attend the OEB's community meeting (date, time and place set out above) where you can ask questions, make comments and voice your concerns.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **May 24, 2018** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB's decision and its reasons on our website.

LEARN MORE

These proposed charges relate to PUC Distribution's distribution services. They make up part of the Delivery line - one of the five line items on your bill. Our file number for this case is **EB-2017-0071**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please select the file number **EB-2017-0071** from the list on the OEB website: www.oeb.ca/notice. You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. PUC Distribution has applied for a written hearing. The OEB is considering this request. If you think an oral hearing is needed, you can write to the OEB to explain why by **May 24, 2018**.

PRIVACY

If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.

This rate hearing will be held under section 78 of the Ontario Energy Board Act, 1998, S.O. 1998 c.15 (Schedule B).



Ontario Energy Board
Ontario
Ontario Energy Board
Ontario



PUC's Application

Request to OEB

- Effective when approved by OEB – Expected in fall of 2018 (not retroactive)
- Increase required to address increased regulatory costs, maintain and replace aging infrastructure

Components of the Bill

- | | | |
|-------------------------------------|--------------------|-----------------------------|
| • Distribution | • Transmission | • Service Charge |
| • Deferral/Variance Accounts | • Energy | • Rural & Remote Protection |
| | • Wholesale Market | |

This Cost of Service Rate Application Process

Addresses the **Distribution** (local 25%) and **Deferral/Variance Account** portions of the bill



Bill Impacts



Residential Customer (monthly usage)	Total Bill	Distribution Increase	Total Bill Increase /Decrease	Total Bill Impact %
750 kWhs	\$106.27	\$6.98	\$1.94	1.86%
910 kWhs*	\$123.20	\$6.77	\$0.62	0.50%
985 kWhs	\$131.14	\$6.67	\$0.00	0.00%
1,500 kWhs	\$185.65	\$6.00	-\$4.24	-2.23%

* PUC average monthly consumption for a residential customer (2 year running average)

1/3 of PUC Residential Customers will see a decrease on their monthly bill

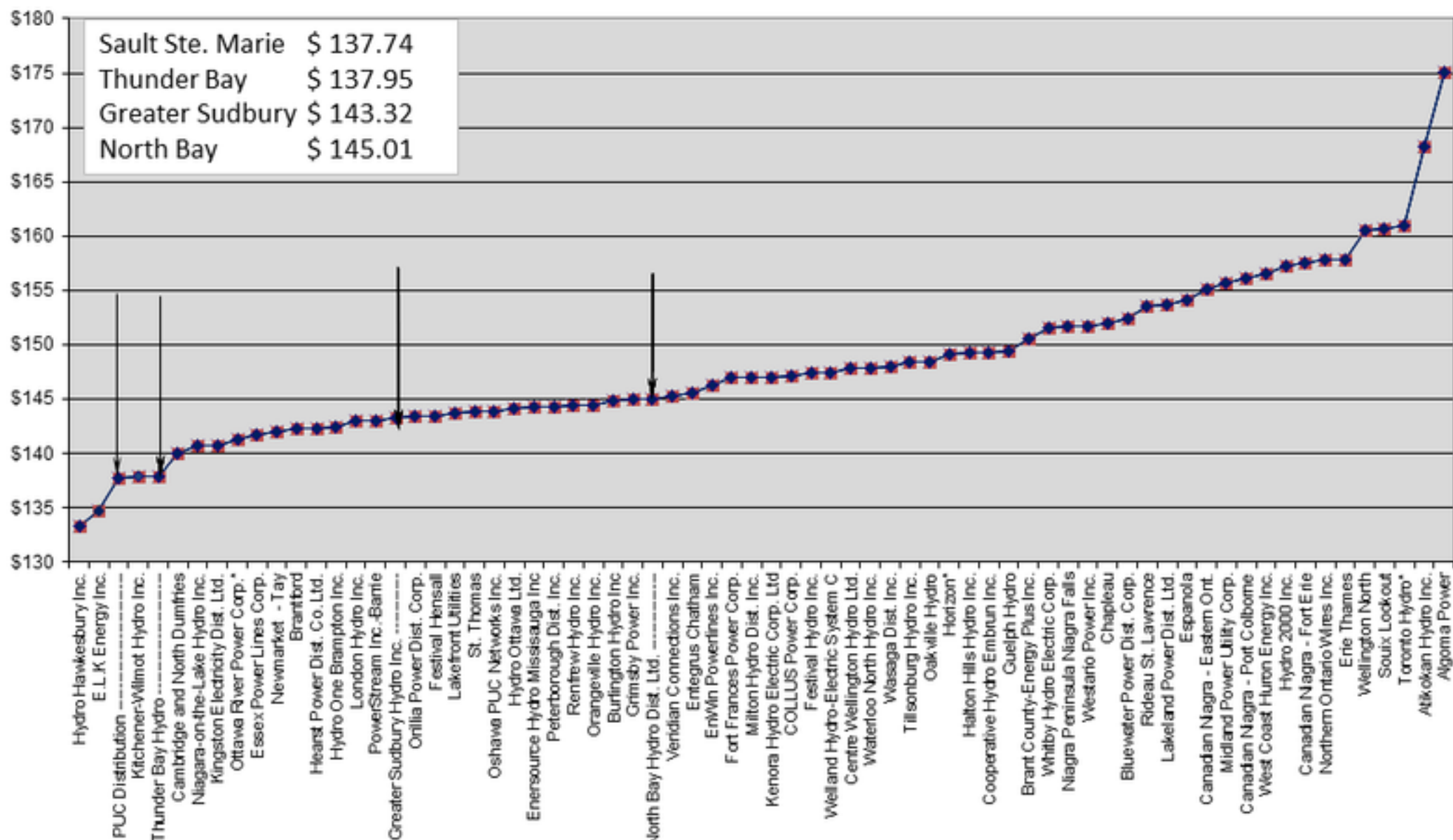
Why are PUC Customers not seeing the full Distribution Increase?

- Distribution revenue is only one portion of the electricity bill
- 68 MW of embedded solar generation in PUC territory
- Reduced transmission and wholesale market service charges

All of these factors result in a credit to customers' accounts which in turn reduces the overall bill

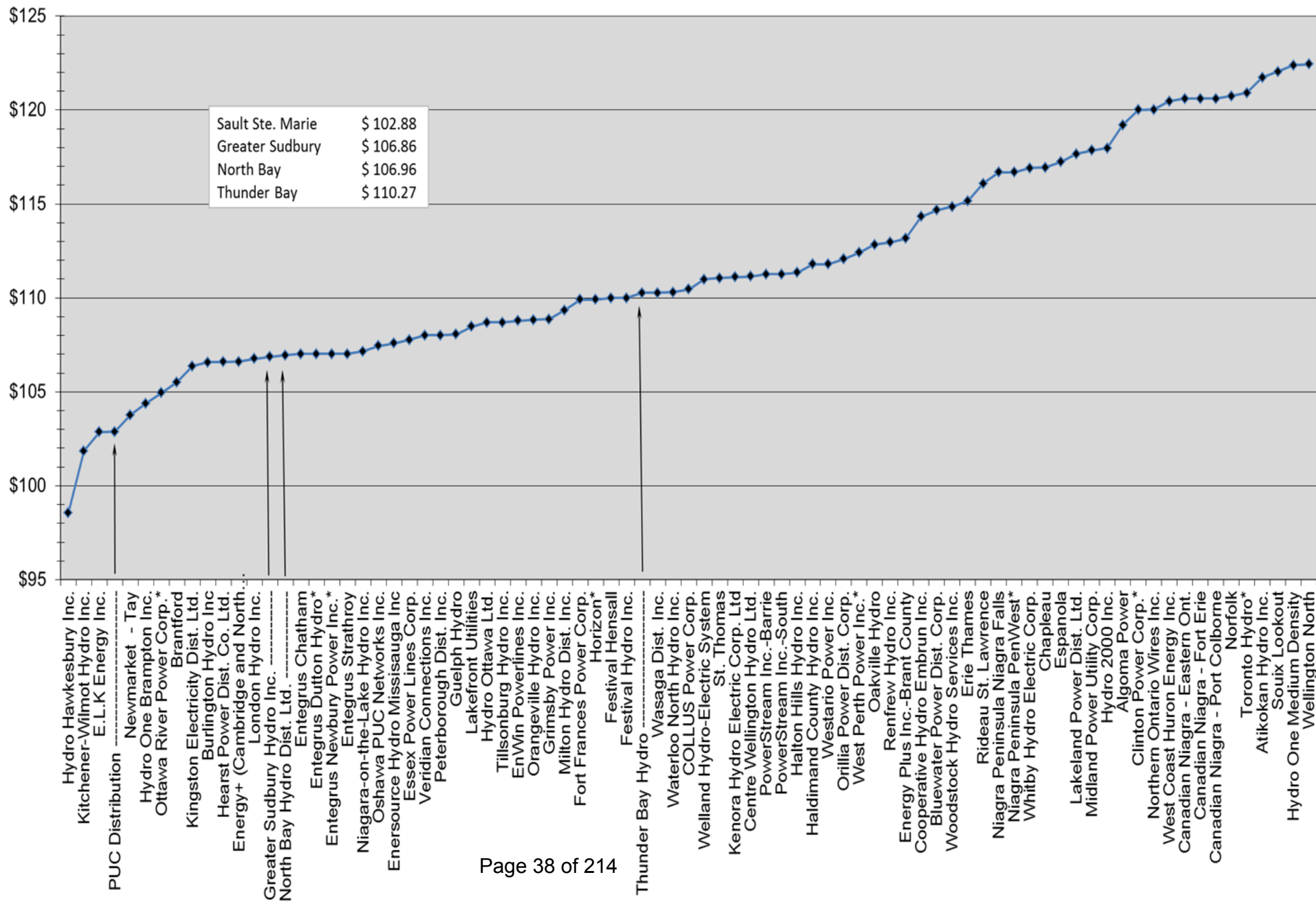


2016 Provincial Comparison Electric – Residential – Average Monthly Bill (750kWh)



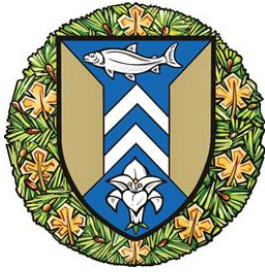


Residential - 750 kWh monthly bill for 2017





Questions?



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, CPA, CA, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: 2017 Audited Financial Statements

PURPOSE

The purpose of this report is to approve the attached draft audited Consolidated Financial Statements and Trust Fund Statements for the year ended December 31, 2017.

BACKGROUND

The Finance Committee met on June 6, 2018 with the City's auditor KPMG LLP, Chartered Professional Accountants, to review the 2017 City financial audit and the following resolution was approved:

Moved by: Rick Niro

Seconded by: Frank Fata

Resolved that the Finance Committee receive the 2017 Audited Financial Statements and recommend to City Council for approval.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

Not applicable.

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 Manager of Audits and Capital Planning dated 2018 06 11 concerning 2017 Audited Financial Statements be received and the

2017 Audited Financial Statements

2018 06 11

Page 2.

recommendation that the audited Consolidated Financial Statements and Trust Fund Statements for 2017 be approved.

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

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

Consolidated Financial Statements of

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

Year ended December 31, 2017

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Consolidated Financial Statements

Year ended December 31, 2017

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Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City") are the responsibility of the City's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of the consolidated financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The City's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

The finance committee meets with management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the City. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the City's consolidated financial statements.

Chief Administrative Officer

Chief Financial Officer / City Treasurer



KPMG LLP
111 Elgin Street, Suite 200
Sault Ste. Marie ON P6A 6L6
Canada
Telephone (705) 949-5811
Fax (705) 949-0911

INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie.

We have audited the accompanying consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City"), which comprise the consolidated statement of financial position as at December 31, 2017, the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2017, and its consolidated results of operations and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Professional Accountants, Licensed Public Accountants

Sault Ste. Marie, Canada

June 11, 2018

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Financial Position

December 31, 2017, with comparative information for 2016

	2017	2016
Financial assets		
Cash and cash equivalents	\$ 59,247,123	\$ 52,398,532
Taxes receivable	25,512,939	19,040,809
Accounts receivable	14,838,449	15,272,158
Other current assets	98,868	178,048
Investment in government business enterprises (note 6)	72,271,951	69,156,118
	<u>171,969,330</u>	<u>156,045,665</u>
Financial liabilities		
Accounts payable and accrued liabilities	22,202,705	27,697,375
Future employee benefit obligations (note 12)	36,747,326	36,962,251
Deferred revenue (note 3)	2,039,483	827,137
Landfill closure and post closure liability (note 13)	23,723,226	22,125,572
Net long-term liabilities (note 4):		
The Corporation of the City of Sault Ste. Marie	6,307,250	7,711,972
Net long-term liabilities (note 5):		
Public Utilities Commission of the City of Sault Ste. Marie	6,652,782	7,365,679
	<u>97,672,772</u>	<u>102,689,986</u>
Net financial assets	74,296,558	53,355,679
Non-financial assets:		
Tangible capital assets (note 14)	458,258,381	457,899,510
Prepaid expenses	298,952	362,004
Inventories	2,383,042	2,343,970
	<u>460,940,375</u>	<u>460,605,484</u>
Contingent liabilities (note 11)		
Accumulated surplus (note 15)	\$ 535,236,933	\$ 513,961,163

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2017, with comparative information for 2016

	Budget (note 7)	2017	2016
Revenue:			
Property taxation	\$ 111,333,602	\$ 112,328,695	\$ 107,045,942
Taxation from other governments	4,371,195	4,541,861	4,372,432
Fees and user charges	54,505,826	50,713,920	56,461,495
Government grants (note 16)	35,438,490	31,755,578	30,205,612
Interest income	5,675,000	6,683,038	5,824,166
Developer contributions	-	3,912,138	1,776,729
Other	687,875	3,913,672	2,558,864
Net income (loss) of government business enterprise (note 6)	-	3,115,833	(113,515)
Total revenue	212,011,988	216,964,735	208,131,725
Expenses:			
General government	14,997,188	17,236,317	17,635,089
Protection services	42,104,236	43,686,947	42,196,438
Transportation services	34,049,503	37,760,899	42,189,118
Environmental services	26,736,253	26,715,714	26,722,771
Health services	10,044,938	10,107,478	9,719,895
Social and family services	19,949,032	20,114,167	25,911,903
Planning and development	3,050,614	3,719,033	4,046,041
Recreation and cultural services	15,754,931	16,627,618	17,175,595
Amortization of tangible capital assets	19,421,617	19,474,260	19,128,999
Loss on disposal of tangible capital assets	-	246,532	50,129
Total expenses	186,108,312	195,688,965	204,775,978
Annual surplus	25,903,676	21,275,770	3,355,747
Accumulated surplus, beginning of year	513,961,163	513,961,163	510,605,416
Accumulated surplus, end of year	\$ 539,864,839	\$ 535,236,933	\$ 513,961,163

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Changes in Net Financial Assets

Year ended December 31, 2017, with comparative information for 2016

	Budget (note 7)	2017	2016
Annual surplus	\$ 25,903,676	\$ 21,275,770	\$ 3,355,747
Acquisition of tangible capital assets	(46,452,897)	(20,254,354)	(29,993,167)
Amortization of tangible capital assets	19,421,617	19,474,260	19,128,999
Gain on sale of tangible capital assets	-	246,532	50,129
Proceeds on sale of tangible capital assets	-	174,691	816,393
	(1,127,604)	20,916,899	(6,641,899)
Change in prepaid expenses	-	63,052	22,390
Change in inventories	-	(39,072)	357,469
Change in net financial assets	(1,127,604)	20,940,879	(6,262,040)
Net financial assets, beginning of year	53,355,679	53,355,679	59,617,719
Net financial assets, end of year	\$ 52,228,075	\$ 74,296,558	\$ 53,355,679

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Cash Flows

Year ended December 31, 2017, with comparative information for 2016

	2017	2016
Cash provided by (used in):		
Operating activities:		
Annual surplus	\$ 21,275,770	\$ 3,355,747
Items not involving cash:		
Amortization of tangible capital assets	19,474,260	19,128,999
Loss on sale of tangible capital assets	246,532	50,129
Developer contributions	(3,912,138)	(1,776,729)
Change in future employee benefit obligations	(214,925)	(1,802,639)
Change in landfill closure and post-closure liability	1,597,654	967,149
Net (income) loss of government business enterprise (note 6)	(3,115,833)	113,515
	35,351,320	20,036,171
Change in non-cash assets and liabilities:		
Taxes receivable	(6,472,130)	(5,462,110)
Accounts receivable	433,709	(247,337)
Other current assets	79,180	40,740
Prepaid expenses	63,052	22,390
Inventories	(39,072)	357,469
Accounts payable and accrued liabilities	(4,781,772)	91,286
Deferred revenue	1,212,346	(658,917)
	25,846,633	14,179,692
Capital activities:		
Proceeds on sale of tangible capital assets	174,691	816,393
Cash used to acquire tangible capital assets	(16,342,216)	(28,216,443)
	(16,167,525)	(27,400,050)
Investing activities:		
Dividends received from PUC Inc.	-	1,220,160
Financing activities:		
Proceeds from long-term liabilities	-	8,000,000
Repayment of long-term liabilities	(2,830,517)	(1,916,357)
	(2,830,517)	6,083,643
Net change in cash	6,848,591	(5,916,555)
Cash and cash equivalents, beginning of year	52,398,532	58,315,087
Cash and cash equivalents, end of year	\$ 59,247,123	\$ 52,398,532

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

The City of Sault Ste. Marie (the "City") is a municipality that was created on April 16, 1912 pursuant to the Municipal Act. The City provides municipal services such as police, fire, public works, planning, parks and recreation, library and other general government operations.

1. Significant accounting policies:

The consolidated financial statements of the City are prepared by management in accordance with Canadian generally accepted accounting principles for governments as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. Significant accounting policies adopted by the City are as follows:

(a) Basis of consolidation:

(i) Consolidated entities

The consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the City and which are owned or controlled by the City except for the City's government business enterprises which are accounted for on the modified equity basis of accounting.

These entities and organizations include:

Sault Ste. Marie Police Services Board
Public Utilities Commission of the City of Sault Ste. Marie
Sault Ste. Marie Public Library

Interdepartmental and inter-organizational transactions and balances between these entities and organizations have been eliminated.

(ii) Investment in Government Business Enterprises

The City's investment in PUC Inc. and PUC Services Inc. is accounted for on a modified equity basis, consistent with Canadian generally accounting principles as recommended by PSAB for investments in government business enterprises. On December 31, 2010 PUC Inc. was restructured creating two separate companies: PUC Inc. and PUC Services Inc. Previous to the restructuring, PUC Services Inc. was owned by PUC Inc. and thus included in the consolidated financial statements of PUC Inc. Under the modified equity basis, PUC Inc.'s and PUC Services Inc.'s accounting policies are not adjusted to conform with those of the municipality and inter-organizational transactions and balances are not eliminated. The City recognizes its equity interest in the annual income or loss of PUC Inc. and PUC Services Inc. in its consolidated statement of operations with a corresponding increase or decrease in its investment asset account. Any dividends that the City may receive from PUC Inc. and PUC Services Inc. will be reflected as reductions in the investment asset account.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

1. Significant accounting policies (continued):

(iii) Related entities:

The consolidated financial statements do not reflect the assets, liabilities, sources of financing, expenses and the activities of the following Boards and enterprises which are not under the control of Council.

Algoma Public Health
District of Sault Ste. Marie Social Services Administration Board
Board of Management of Queenstown
Sault Ste. Marie Public Region Conservation Authority

(iv) Trust funds:

Trust funds and their related operations administered by the City are not included in the consolidated financial statements.

(b) Basis of accounting:

The City follows the accrual method of accounting for revenues and expenses. Revenues are normally recognized in the year in which they are earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and/or the creation of a legal obligation to pay.

(c) Revenue recognition:

The City prepared tax billings based on assessment rolls issued by the Municipal Property Assessment Corporation, in accordance with rates established and approved annually by Council and the Province of Ontario. Taxation revenue is recognized in the period in which the taxes are levied.

Government transfers are recognized in the period in which the events giving rise to the transfer occurred, provided that the transfer is authorized and the amount can be reasonably estimated. Government grants are recognized when approved to the extent the related expenditures have been incurred and collection can be reasonably assured.

User fees and other revenues are recognized when the services are performed or goods are delivered, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists and fees are fixed or determinable. Amounts received for future services are deferred until the service is provided.

(d) Temporary investments:

Temporary investments are recorded at the lower of cost and market value.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

1. Significant accounting policies (continued):

(e) Inventories:

Inventories held for resale are stated at the lower of cost and net realizable value, while inventories of supplies are stated at lower of cost and replacement value.

(f) Deferred revenue:

Deferred revenues represent licenses, permits and other fees which have been collected, but for which the related services or inspections have yet to be performed. These amounts will be recognized as revenues in the fiscal year the services are performed.

(g) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

i. Tangible capital assets:

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less (if applicable) residual value of the tangible capital assets excluding land, are amortized on a straight-line basis over their estimated useful lives as follows:

Asset	Useful Life - Years
Landfill and land improvements	10 - 30 years
Buildings and building improvements	10 - 60 years
Vehicles	3 - 15 years
Machinery and equipment	5 - 25 years
Infrastructure	15 - 100 years

Half year amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

ii. Contributions for tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also recorded as revenue.

iii. Leased tangible capital assets

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

1. Significant accounting policies (continued):

(h) Use of estimates:

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include assumptions used in estimating provisions for accrued liabilities, landfill liability and in performing actuarial valuations of employee future benefits.

In addition, the City's implementation of the Public Sector Accounting Handbook PS3150 has required management to make estimates of historical cost and useful lives of tangible capital assets.

Actual results could differ from these estimates.

(i) Employee future benefits:

- i. The City provides certain benefits which will require funding in future periods. These benefits include sick leave, benefits under the Workplace Safety and Insurance Board ("WSIB") Act, and life insurance, extended health and dental benefits for early retirees.

The costs of sick leave, benefits under the Workplace Safety and Insurance Board Act and life insurance, extended health and dental benefits are actuarially determined using management's best estimate of salary escalation, accumulated sick days at retirement, insurance and health care cost trends, long-term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulated over the periods of service provided by employees, such as retirement gratuities, compensated absences and health, dental and life insurance benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for workers' compensation and life insurance and health care benefits for those on disability leave, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

- ii. The costs of multi-employer defined contribution pension plan benefits, such as the Ontario Municipal Employees Retirement System ("OMERS") pensions, are the employer's contributions due to the plan in the period.

(j) Landfill liability:

The liability for closure of operational sites and post-closure care has been recognized based on estimated future expenses, estimated inflation and the usage of the site's capacity during the year.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

2. Tax revenues:

Property tax billings are prepared by the City based on an assessment roll prepared by the Municipal Property Assessment Corporation ("MPAC"), an agency of the Ontario government. All assessed property values in the City were reviewed and new values established based on a common valuation date which was used by the City in computing the property tax bills for 2017. However, the property tax revenue and tax receivables of the City are subject to measurement uncertainty as a number of significant appeals submitted by ratepayers have yet to be heard.

The City has established an allowance for tax appeals and other items in the amount of \$8,583,032 (2016 - \$9,121,298). Any supplementary billing adjustments made necessary by the determination of such changes will be recognized in the fiscal year they are determined.

3. Deferred revenue:

The balances in the deferred revenue of the City consist of:

	2017	2016
Development charges act	\$ 12,922	\$ 5,800
Provincial Gas Tax	37,228	35,869
Federal Gas Tax	1,333,138	—
Parkland	464,470	508,375
Building permits Bill 124	191,725	277,093
	<u>\$ 2,039,483</u>	<u>\$ 827,137</u>

Continuity of deferred revenue is as follows:

	2017	2016
Balance, beginning of year:		
Development charges act	\$ 5,800	\$ 378,236
Provincial Gas Tax	35,869	20,508
Parkland	508,375	644,181
Building permits Bill 124	277,093	443,128
	<u>827,137</u>	<u>1,486,053</u>
Other revenue	84,813	53,189
Interest earned	74,784	36,858
Total revenue	<u>159,597</u>	<u>90,047</u>
Contributions deferred	1,333,352	—
Contributions used	(280,603)	(748,963)
Balance, end of year	<u>\$ 2,039,483</u>	<u>\$ 827,137</u>

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

4. Net long-term liabilities:

	2017	2016
Net long-term liabilities incurred by:		
The Corporation of the City of Sault Ste. Marie	\$ 6,307,250	\$ 7,711,972

Principal repayments recoverable over the next five years are as follows:

2018	\$ 1,437,236
2019	1,522,124
2020	1,612,297
2021	636,337
2022	23,527

The annual principal and interest payments required to service the long-term obligations of the City are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

The long-term obligations issued in the name of the City have received approval of the Ontario Municipal board for those approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law.

The above long-term debt has various maturity dates and interest rates ranging from due on demand to 2022 and 0% to 8.07% respectively. Interest paid in the year and included in current expenses is \$367,400 (2016 - \$442,671).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

5. Net long-term liabilities:

	2017	2016
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Net long-term liabilities incurred by:

Public Utilities Commission of the City of Sault Ste. Marie	6,652,782	7,365,679
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Principal repayments recoverable over the next five years are as follows:

2018	\$	735,388
2019		758,587
2020		782,518
2021		807,205
2022		832,670

The loan is repayable \$77,660 monthly including interest at 3.11% and matures on January 12, 2026.

The Corporation of the City of Sault Ste. Marie (the "Guarantor") guarantees payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Commission to the Bank. The Guarantor shall be limited to the sum of \$8,000,000 together with interest from the date of demand for repayment.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

6. Investment in government business enterprises:

PUC Inc. is incorporated under the laws of the Province of Ontario and provides municipal electrical distribution and other services to the residents of Sault Ste. Marie. The City owns 100% of the outstanding shares of PUC Inc. PUC Services Inc. is incorporated under the laws of the Province of Ontario and provides management, operations and maintenance services related to water, wastewater and electrical services to its related entities and other organizations. The City owns 100% of the outstanding shares of PUC Services Inc.

The following schedule reflects the combined financial information of PUC Inc. and PUC Services Inc. as at December 31:

	2017	2016
Financial Position:		
Current assets	\$ 43,979,054	\$ 46,687,707
Notes receivable	8,315,331	8,315,331
Future income tax assets	965,000	2,121,000
Capital assets	109,768,325	105,340,837
Regulatory assets	120,529	698,439
Total assets	\$ 163,148,239	\$ 163,163,314
Current liabilities	\$ 23,018,917	\$ 26,759,114
Employee future benefit obligations	2,240,410	2,002,450
Notes payable	78,447,993	79,744,733
Deferred revenue	10,732,985	10,716,759
Regulatory liabilities	8,155,983	6,504,140
Total liabilities	122,596,288	125,727,196
Shareholder's equity	40,551,951	37,436,118
Total liabilities and equity	\$ 163,148,239	\$ 163,163,314

The note payable to the City of \$6,720,000 is unsecured, bears interest at 6.1% per annum, and is payable one year after demand. The note payable to the City of \$25,000,000 is unsecured, bears interest at rates negotiated periodically, currently 6.1%, and is payable one year after demand.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

6. Investment in government business enterprises (continued):

	2017	2016
Results of operations:		
Revenues	\$ 113,147,898	\$ 117,775,800
Expenses	(109,895,043)	(117,958,287)
(Provision) recovery for payment in lieu of taxes	(43,182)	100,066
Other comprehensive loss	(93,840)	(31,094)
Net income (loss) for the year	\$ 3,115,833	\$ (113,515)
The City's investment in government business enterprises is comprised of:		
Common shares	\$ 15,668,248	\$ 15,668,248
Special shares	15,513,300	15,513,300
Accumulated other comprehensive (loss) income	(6,005)	87,835
Retained earnings	9,376,408	6,166,735
Equity, end of year	40,551,951	37,436,118
Notes receivable	31,720,000	31,720,000
Investment in government business enterprises	\$ 72,271,951	\$ 69,156,118

7. Budget figures:

The Budget By-law adopted by Council for the 2017 year was not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Public Sector Accounting Standards now require a full accrual basis. The budget figures anticipated use of reserves to reduce current year expenses in excess of current year revenues to \$Nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. As a result, the budget figures presented in the consolidated statements of operations and accumulated surplus and change in net financial assets represent the financial plan adopted by Council with adjustments as follows:

	2017	2016
Adopted budget by-law for the year	\$ —	\$ —
Adjustments to adopted budget:		
Debt principal repayments	3,597,987	1,980,330
Investment in tangible capital assets	46,452,897	25,487,179
Amortization of tangible capital assets	(19,421,617)	(19,128,999)
Proceeds from long-term debt	(5,000,000)	-
Net transfer to/from reserves and other	274,409	14,736,448
Budget surplus per consolidated statement of operations and accumulated surplus	\$ 25,903,676	\$ 23,074,958

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

8. Pension agreements:

The City makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of all permanent, full-time members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2017 was \$6,400,394 (2016 - \$6,909,989) is included as an expense on the consolidated statement of operations and accumulated surplus.

9. Operations of school boards:

During 2017, the City collected and transferred property taxes totaling \$20,031,699 (2016 - \$20,870,257) on behalf of area school boards.

10. Trust funds:

The trust funds administered by the City amounting to \$7,934,414 (2016 - \$7,745,700) are presented in a separate financial statement of trust fund balances and operations. As such balances are held in trust by the City for the benefit of others; they are not presented as part of the City's financial position or financial activities. At December 31, 2017, the trust fund balances are comprised of:

	2017	2016
Cemetery Care and Maintenance funds	\$ 5,530,632	\$ 5,380,266
Pre-need assurance	2,222,474	2,210,973
Transit employees' pension	76,426	75,593
Historic Sites	55,376	29,324
Heritage Sault Ste. Marie	28,094	27,415
Ontario Home Renewal Program	8,031	8,914
Cultural Endowment	13,381	13,215
	<u>\$ 7,934,414</u>	<u>\$ 7,745,700</u>

11. Contingent liabilities:

The City has been named in litigation matters, the outcome of which is not determinable and accordingly, no provision has been made for them in these consolidated financial statements. Should any loss result from these claims, such loss would be charged to operations in the year of resolution.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

12. Employee future benefit obligations:

Employee future benefits are liabilities of the City to its employees and early retirees for the following benefits earned but not taken as at December 31 are as follows:

	2017	2016
Future payments required to W.S.I.B.	\$ 12,212,609	\$ 13,101,168
Post-employment and post-retirement benefits	15,375,038	14,802,487
Vacation pay	7,272,443	7,432,995
Non-vesting sick leave benefits	1,887,236	1,625,601
Employee future benefit obligations	\$ 36,747,326	\$ 36,962,251

Post employment and post retirement benefits

The City provides non-pension benefits to employees and retirees until they reach 65 years of age. The values that follow have been estimated based upon employee data available during the actuarial review which was completed as at December 31, 2017.

The benefit liability continuity is as follows:

	2017	2016
Accrued benefit liability, January 1	\$ 14,802,487	\$ 15,077,442
Expense	1,451,040	1,476,308
Payments	(878,489)	(961,706)
Transfer Payments	—	(789,557)
Accrued benefit liability, December 31	\$ 15,375,038	\$ 14,802,487

Significant assumptions

Discount rate	3.25%
Health cost increase	5.0% - 7.0%

Non-vesting sick leave benefits

Sick leave benefits accrue to City employees at a rate of one and a half days per month. Unused sick days are banked and may be used in the future if sick leave is beyond yearly allocation. No cash payments are made for unused sick time upon termination or retirement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

12. Employee future benefit obligations (continued):

Accrued vacation pay

Accrued vacation pay represents the liability for vacation entitlements earned by employees but not taken as at December 31, 2017.

Future payments for Worker's Safety and Insurance Board (WSIB)

Under the provisions of the Workplace Safety and Insurance Board Act, the City has elected to be treated as a Schedule 2 employer and remits payments to the WSIB as required, to fund current disability payments. An actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability.

13. Landfill closure and post-closure liability:

The Environmental Protection Act sets out the regulatory requirements to properly close and maintain all active and inactive landfill sites. Under environmental law, there is a requirement for closure and post-closure care of solid waste landfill sites. This requirement is to be provided for over the estimated life of the landfill site based on usage.

Landfill closure and post-closure care requirements have been defined in accordance with industry standards and include final covering and landscaping of the landfill, pumping of ground water and leachates from the site, and ongoing environmental monitoring, site inspection and maintenance. The reported liability is based on estimates and assumptions with respect to events extending over a sixty year period using the best information available to management. Future events may result in significant changes to the estimated total expenditures capacity used or total capacity and the estimated liability, and would be recognized prospectively, as a change in estimate, when applicable.

The City operates one primary landfill site, the 5th Line Landfill. The site has capacity of approximately 3,000,000 metric tons with approximately 354,000 metric tons of remaining capacity. At current average fill rates, the site has a remaining operating life of approximately 5.9 years.

It is estimated that the total net present value of the cost to close and maintain the 5th Line Landfill site is approximately \$26,897,081 (2016 - \$25,667,717). At December 31, 2017, an amount of \$23,723,226 (2016 - \$22,125,572) with respect to landfill closure and post-closure liability has been accrued and will be funded from future taxation revenues. The City has established a reserve to contribute to the cost of closing and maintaining the landfill site of \$12,170,315 (2016 - \$12,317,708).

The City is undertaking a full Environmental Assessment of the landfill site to determine future options which may extend the operating life of the landfill.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

14. Tangible capital assets

	2017							
	Land	Landfill and Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction	Total
Cost								
Balance, beginning of the year	\$ 25,473,046	12,417,140	96,334,920	556,708,826	27,938,515	30,241,222	9,005,115	\$ 758,118,784
Additions	224	658,235	819,376	9,730,294	1,135,038	1,017,726	7,707,615	21,068,508
Disposals	(5,473)	-	-	(2,962,817)	(1,821,213)	(502,655)	(814,154)	(6,106,312)
Balance, end of year	25,467,797	13,075,375	97,154,296	563,476,303	27,252,340	30,756,293	15,898,576	773,080,980
Accumulated Amortization								
Balance, beginning of the year	-	(7,868,484)	(36,227,007)	(223,174,455)	(16,366,929)	(16,582,399)	-	(300,219,274)
Disposals/transfers	-	-	-	2,962,817	1,466,945	441,173	-	4,870,935
Amortization expense	-	(670,636)	(2,172,612)	(12,577,347)	(1,946,271)	(2,107,394)	-	(19,474,260)
Balance, end of year	-	(8,539,120)	(38,399,619)	(232,788,985)	(16,846,255)	(18,248,620)	-	(314,822,599)
Net book value, end of year	\$ 25,467,797	4,536,255	58,754,677	330,687,318	10,406,085	12,507,673	15,898,576	\$ 458,258,381
Net book value, beginning of year	\$ 25,473,046	4,548,656	60,107,913	333,534,371	11,571,586	13,658,823	9,005,115	\$ 457,899,510

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

14. Tangible capital assets (continued):

									2016
		Land	Landfill and Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction	Total
Cost									
Balance, beginning of the year	\$	24,956,957	11,893,318	96,309,669	536,409,073	26,969,237	29,044,191	8,483,083	\$ 734,065,528
Additions		568,974	523,822	1,536,719	22,514,378	2,244,835	2,082,411	5,204,876	34,676,015
Disposals		(52,885)	-	(1,511,468)	(2,214,625)	(1,275,557)	(885,380)	(4,682,844)	(10,622,759)
Balance, end of year		25,473,046	12,417,140	96,334,920	556,708,826	27,938,515	30,241,222	9,005,115	758,118,784
Accumulated Amortization									
Balance, beginning of the year		-	(7,214,710)	(35,015,507)	(213,106,059)	(15,419,649)	(15,407,742)	-	(286,163,667)
Disposals/transfers		-	-	935,620	2,214,626	1,039,516	883,630	-	5,073,392
Amortization expense		-	(653,774)	(2,147,120)	(12,283,022)	(1,986,796)	(2,058,287)	-	(19,128,999)
Balance, end of year		-	(7,868,484)	(36,227,007)	(223,174,455)	(16,366,929)	(16,582,399)	-	(300,219,274)
Net book value, end of year	\$	25,473,046	4,548,656	60,107,913	333,534,371	11,571,586	13,658,823	9,005,115	\$ 457,899,510
Net book value, beginning of year	\$	24,956,957	4,678,608	61,294,162	323,303,014	11,549,588	13,636,449	8,483,083	\$ 447,901,861

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

14. Tangible capital assets (continued):

a) Assets under construction:

Assets under construction having a value of \$15,898,577 (2016 - \$9,005,115) have not been amortized. Amortization of these assets will commence when the asset is put into service.

b) Developer contributions:

Contributed capital assets have been recognized at fair market value at the date of contribution. The value of contributed assets received during the year was \$3,912,138 (2016 - \$1,776,729) comprised of water infrastructure, land and roads infrastructure.

c) Tangible capital assets disclosed at nominal values:

Where an estimate of fair value could not be made, the tangible capital asset was recognized at a nominal value.

d) Works of art and historical treasures:

The City manages and controls various works of art and non-operational historical cultural assets including buildings, artifacts, paintings and sculptures located at City sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

15. Accumulated surplus:

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2017	2016
Surplus:		
Invested in tangible capital assets	\$ 458,258,381	\$ 457,899,510
Invested in government business enterprises	72,271,951	69,156,118
Sanitary sewer	34,490,311	31,406,421
Operating fund	7,289,482	(1,068,810)
Unfunded		
Net long-term liabilities	(12,960,032)	(15,077,651)
Landfill closure costs	(23,723,226)	(22,125,572)
Employee benefits	(36,747,326)	(36,962,251)
Total surplus	498,879,541	483,227,765
Reserves set aside for specific purpose by Council:		
Acquisition of tangible capital assets	3,571,870	3,374,225
Planning and development	517,601	213,799
Other programs	17,871,960	12,683,138
Waste disposal site	12,170,315	12,317,708
Total reserves	34,131,746	28,588,870
Reserve funds set aside for specific purpose by Council:		
Sewage plants	—	11,193
Cemetery development	658,602	525,763
Industrial land	554,676	537,514
Property purchases	738,523	716,343
Hospital development	273,845	344,514
Other programs	—	9,201
Total reserve funds	2,225,646	2,144,528
	\$ 535,236,933	\$ 513,961,163

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

16. Government grants:

The City recognizes the transfer of government funding as expenses or revenues in the period that the events giving rise to the transfer occurred. The transfers reported on the consolidated statement of operations and accumulated surplus are:

	2017	2016
Revenue:		
Provincial grants	\$ 24,286,194	\$ 23,354,729
Federal grants	7,469,383	6,850,883
Total revenues	\$ 31,755,577	\$ 30,205,612

17. Comparative amounts:

Certain 2016 comparative amounts have been reclassified to conform to the financial statement presentation of 2017.

18. Segmented information:

The City is a diversified municipal government institution that provides a wide range of services to its citizens. City services are provided by departments and certain departments have been separately disclosed in the segmented information, along with the services they provide. These departments are:

General Government

General Government is comprised of City Council, the Chief Administrators' Office (CAO), Clerks Department, Legal Department, Human Resources Department and the Finance Department. Each of these departments provides program support to various other areas.

The Chief Administrators' Office is charged with the responsibility of coordinating the work of all municipal departments and ensuring that those departments carry out the policies and directions given by City Council.

The Clerks Departments' primary task is to function as the corporate secretary to City Council, ensuring that all Council Agendas, Minutes of proceedings, resolutions, decisions, voting, records, and accounts are recorded, documented and certified.

The Legal Department is responsible for the preparation of by-laws, deeds, leases, agreements and other legal documents, as well as property management for the City in regards to purchases, sales, leasing, easements and related agreements. Prosecutions and administration of Provincial Offences Act is also part of their responsibility.

The Human Resources Department is charged with negotiation and administration of all collective agreements as well as all facets of employment and employee benefits.

The Finance Department is responsible for the City's general financial management and budget preparation. The department is comprised of financial administration, accounting, tax and licensing, purchasing and information technology.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

18. Segmented information (continued):

Fire Services

Fire Services is responsible to provide fire suppression service; fire prevention programs; training and education related to prevention, detection or extinguishment of fires. It is also responsible, through its Emergency Medical Services, for pre-hospital emergency paramedical care and the transport of the sick and injured.

Police Services

The mandate of the Police Services is to ensure the safety of the lives and property of citizens; preserve the peace and good order; prevent crimes from occurring; detect offenders; and enforce the law.

Engineering and Planning

The Engineering and Planning Department provides diverse services. It manages urban development for business interests, environmental concerns, local neighborhoods and the downtown through city planning and community development. It ensures the quality of building construction and maintenance of properties through enforcement of construction codes, building standards and by-law for the protection of occupants. It facilitates economic development by providing services for the approval of all land development plans, the application of enforcement of zoning by-laws and the processing of building permit applications.

Public Works and Transportation

The Public Works and Transportation Department is responsible for maintenance of municipal infrastructure, such as streets, sewers, transit, parks and cemeteries. The department provides solid waste management through refuse collection, recycling programs, and sanitary landfill management. The department is also responsible for traffic control, including signage, signals and pavement markings.

Community Services

The Community Services Department provides public services in the area of recreation and culture and Community Centres.

Social Services

Social Services are administered by the Sault Ste. Marie District Social Services Administration Board. This includes assisting in the development of client action plans designed to facilitate financial independence; providing employment resources to assist consumers in the transition to self-sufficiency; coordination of community child care services; administering and managing the Rent-Geared-to-Income Public Housing Portfolio and central administration and coordination for the Rent Supplement Program and the Non-Profit and Cooperative Housing Developments.

For each reported segment, revenues and expenses include both amounts that are directly attributable to the segment and amounts that are allocation on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

18. Segmented disclosure (continued):

	2017								
	General Government	Fire Services	Police Services	Engineering and Planning	Public Works and Transportation	Community Services	Social Services	Government Business Enterprises	Total
Revenue:									
Taxation	\$ 11,859,880	11,644,732	23,558,484	12,920,772	29,788,564	10,861,049	16,237,075	-	\$ 116,870,556
Fees and user charges	2,441,594	6,897,396	502,786	29,949,060	6,063,435	4,859,649	-	-	50,713,920
Government grants	2,542,600	1,765,375	4,409,569	12,873,102	5,723,353	2,449,461	1,992,118	-	31,755,578
Interest income	6,469,832	-	-	35,182	26,694	151,330	-	-	6,683,038
Other	2,456,256	756	266,834	4,510,900	123,425	466,639	1,000	-	7,825,810
Net loss of government business enterprise (note 5)	-	-	-	-	-	-	-	3,115,833	3,115,833
	25,770,162	20,308,259	28,737,673	60,289,016	41,725,471	18,788,128	18,230,193	3,115,833	216,964,735
Expenses:									
Salaries, wages and employee benefits	8,100,305	18,479,958	23,872,594	8,123,161	25,115,554	8,978,568	334,367	-	93,004,507
Materials	2,251,647	1,040,312	2,003,911	17,752,252	10,648,713	3,035,608	77,932	-	36,810,375
Contracted services	-	474,957	1,354,466	7,898,465	3,591,089	2,442,726	20,464	-	15,782,167
Rents and financial	5,335,200	5,897	156,224	85,508	11,203	447,859	-	-	6,041,891
Grants to others	31,566	-	-	3,698,774	-	2,881,037	17,717,856	-	24,329,233
Amortization of tangible capital assets	440,790	425,443	716,160	13,329,443	2,490,093	1,989,575	82,756	-	19,474,260
Loss (gain) on disposal of tangible capital assets	(37,305)	16,595	-	176	138,181	10,086	118,799	-	246,532
	16,122,203	20,443,162	28,103,355	50,887,779	41,994,833	19,785,459	18,352,174	-	195,688,965
Annual surplus (deficit)	\$ 9,647,959	(134,903)	634,318	9,401,237	(269,362)	(997,331)	(121,981)	3,115,833	\$ 21,275,770

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2017

18. Segmented disclosure (continued):

2016									
	General Government	Fire Services	Police Services	Engineering and Planning	Public Works and Transportation	Community Services	Social Services	Government Business Enterprises	Total
Revenue:									
Taxation	\$ 8,079,360	12,723,051	22,430,497	13,688,632	29,156,414	10,367,073	14,973,347	-	\$ 111,418,374
Fees and user charges	2,449,517	6,576,436	448,946	28,436,117	6,400,135	5,663,368	6,486,976	-	56,461,495
Government grants	2,261,678	1,793,285	4,051,169	11,831,157	5,316,364	2,398,644	2,553,315	-	30,205,612
Interest income	5,680,888	-	91	38,134	26,794	78,259	-	-	5,824,166
Other	459,650	42,831	303,170	2,831,461	77,581	619,900	1,000	-	4,335,593
Net loss of government business enterprise (note 5)	-	-	-	-	-	-	-	(113,515)	(113,515)
	18,931,093	21,135,603	27,233,873	56,825,501	40,977,288	19,127,244	24,014,638	(113,515)	208,131,725
Expenses:									
Salaries, wages and employee benefits	7,765,525	19,196,540	22,616,346	8,456,411	24,345,693	9,417,967	5,784,090	-	97,582,572
Materials	2,681,154	578,088	1,409,026	23,704,856	9,792,725	3,189,564	477,417	-	41,832,830
Contracted services	-	396,915	999,227	8,341,106	3,773,653	2,166,859	85,918	-	15,763,678
Rents and financial	5,456,850	4,861	137,979	85,466	11,033	623,592	28,071	-	6,347,852
Grants to others	864	-	-	3,835,152	-	2,848,346	17,385,556	-	24,069,918
Amortization of tangible capital assets	442,627	417,058	641,381	13,027,682	2,488,208	2,017,153	94,890	-	19,128,999
Loss (gain) on disposal of tangible capital assets	-	(33,194)	(1,500)	262	90,561	(6,000)	-	-	50,129
	16,347,020	20,560,268	25,802,459	57,450,935	40,501,873	20,257,481	23,855,942	-	204,775,978
Annual surplus (deficit)	\$ 2,584,073	575,335	1,431,414	(625,434)	475,415	(1,130,237)	158,696	(113,515)	\$ 3,355,747

Financial Statements of

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

Year ended December 31, 2017

DRAFT



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INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie

We have audited the accompanying financial statements of the trust funds of The Corporation of The City of Sault Ste. Marie (the "Trust"), which comprise the statement of financial position as at December 31, 2017 and the statement of continuity of the trust funds for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the trust funds of the Trust as at December 31, 2017, and the continuity of the trust funds for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Chartered Professional Accountants, Licensed Public Accountants

June 11, 2018

Sault Ste. Marie, Canada

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Statement of Financial Position

December 31, 2017, with comparative information for 2016

	2017							2016	
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total
Assets									
Cash and investments (note 3)	5,531,594	2,256,776	28,801	47,196	62,251	76,434	13,390	8,016,442	7,902,241
Loans receivable (note 2)	-	-	17,130	-	-	-	-	17,130	21,794
	5,531,594	2,256,776	45,931	47,196	62,251	76,434	13,390	8,033,572	7,924,035
Liabilities and Fund Balance									
Payable to other funds	962	34,302	37,900	(8,180)	34,157	7	10	99,158	178,335
Fund balance	5,530,632	2,222,474	8,031	55,376	28,094	76,427	13,380	7,934,414	7,745,700
	5,531,594	2,256,776	45,931	47,196	62,251	76,434	13,390	8,033,572	7,924,035

The accompanying notes are an integral part of these financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Statement of Continuity

Year ended December 31, 2017, with comparative information for 2016

	2017								2016	
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total	
Fund balance, beginning of the year	\$ 5,380,266	\$ 2,210,973	\$ 8,914	\$ 29,324	\$ 27,415	\$ 75,593	\$ 13,215	\$ 7,745,700	\$ 7,573,028	
Revenue:										
Capital receipts	150,366	138,125	-	1,250	-	-	-	289,741	304,467	
Contributions from revenue fund				24,294				24,294	-	
Interest earned	81,840	24,615	296	508	679	834	165	108,937	132,128	
	232,206	162,740	296	26,052	679	834	165	422,972	436,595	
Expenditures:										
Contributions to revenue fund	81,840	151,239	296	-	-	-	-	233,375	263,133	
Transfer to Province of Ontario	-	-	650	-	-	-	-	650	756	
Administration charges	-	-	233	-	-	-	-	233	34	
	81,840	151,239	1,179	-	-	-	-	234,258	263,923	
Fund balance, end of year	\$ 5,530,632	\$ 2,222,474	\$ 8,031	\$ 55,376	\$ 28,094	\$ 76,427	\$ 13,380	\$ 7,934,414	\$ 7,745,700	

The accompanying notes are an integral part of these financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Notes to Financial Statements

Year ended December 31, 2017

The Corporation of the City of Sault Ste. Marie Trust Funds (the "Trust") consist of various trust funds administered by the Corporation of the City of Sault Ste. Marie. The Funds are not subject to income taxes under Section 149(1) of the Income Tax Act (Canada).

1. Summary of Significant Accounting Policies:

These financial statements are prepared in accordance with Canadian Accounting Standards for Not-For-Profit Organizations in Part III of the Chartered Professional Accountants of Canada Handbook.

(a) Basis of accounting:

The financial statements are prepared by management and are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(b) Financial instruments:

Financial instruments are recorded at fair value on initial recognition. Freestanding derivative instruments that are not in a qualifying hedging relationship and equity instruments that are quoted in an active market are subsequently measured at fair value. All other financial instruments are subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Trust has not elected to carry any such financial instruments at fair value.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the effective interest rate method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Trust determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial assets is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Trust expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Notes to Financial Statements

Year ended December 31, 2017

1. Summary of Significant Accounting Policies (continued):

(c) Use of estimates

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Significant items subject to such estimates and assumptions include the carrying amount of capital assets and assets and obligations related to employee future benefits. Actual results could differ from those estimates.

2. Ontario Home Renewal Program:

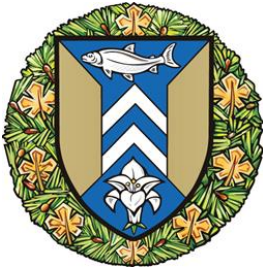
The Ontario Home Renewal Program ("OHRP") was established by the Ontario Ministry of Housing in 1973 to provide grants for municipalities to make loans to assist owner occupants to repair, rehabilitate and improve their homes to local property standards. Individual loans were limited to \$7,500, of which the maximum deferred portion was \$4,000.

Ontario Home Renewal Program loans receivable at December 31, 2017 comprise repayable loans of \$8,827 (2016 - \$8,827) and deferred loans of \$8,303 (2016 - \$12,967). Loan forgiveness is earned and recorded at a rate of up to \$600 per year of continuous ownership and occupancy. The deferred portion of the loan is deferred for a five year period. In the event of the sale or lease of the home or in the event of the homeowner ceasing to occupy the home, the balance of the loans immediately become due and payable by the homeowner.

The Province of Ontario legislated an end to the OHRP program in 1993. As of July 16, 1993, no new loans were issued. All funds collected on outstanding OHRP loans are remitted to the Province by March 1 of the following year. However, municipalities are provided an administration fee of five per cent of the balances collected after December 31, 1993 and are permitted to retain the interest earned on unremitted OHRP trust account balances.

3. Cash and investments:

Total investments by the trust funds of \$3,829,242 (2016 - \$3,675,969) included in cash and investments on the Statement of Financial Position at cost, have a market value of \$3,982,959 (2016 - \$3,915,197).



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Engineering Services – Replacement of the Roof at the Transit Garage

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with Stem Engineering Group Inc. to provide Engineering Services for Replacement of the Roof at the Transit Garage, 111 Huron Street.

BACKGROUND

A Request for Proposal was circulated to the pre-qualified firms on the City's Vendor of Record List for Professional Engineering Services – Buildings, Architectural, Mechanical, Electrical category. The RFP closed on May 17, 2018.

ANALYSIS

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

Elliott Engineering Inc., Sault Ste. Marie, ON
IDEA Inc., Sault Ste. Marie, ON
Kresin Engineering Corp., Sault Ste. Marie, ON
Pinchin Ltd., Sault Ste. Marie, ON
Stem Engineering Group Inc., Sault Ste. Marie, ON

The fees proposed were within the staff approval levels as authorized in the Purchasing By-law. Subsequent to the proposal evaluation, Engineering Services for the project were awarded to Stem Engineering Group Inc. at an upset limit of \$20,460.00 plus HST, disbursements extra.

FINANCIAL IMPLICATIONS

Funding for the project was approved in the 2018 Capital Budget. The fees associated with the Engineering Services can be accommodated within this amount.

STRATEGIC PLAN / POLICY IMPACT

Engineering Services associated with Replacement of the Roof at the Transit Garage pertain to the Focus Area: Infrastructure, Maintaining Existing Infrastructure.

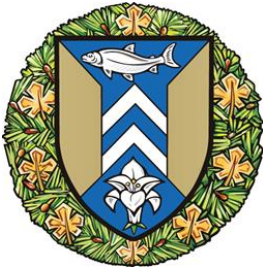
RECOMMENDATION

The relevant By-law 2018-124 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

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



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Engineering Services – Repairs to Façade of Storage Building at RESC Centre

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with Elliot Engineering Inc. to provide Engineering Services for Repairs to the Façade at the RESC Centre.

BACKGROUND

A Request for Proposal was circulated to the pre-qualified firms on the City's Vendor of Record List for Professional Engineering Services – Buildings, Architectural, Mechanical, Electrical category. The RFP closed on May 11, 2018.

ANALYSIS

Proposals from four (4) proponents were received prior to the closing date:

Elliott Engineering Inc., Sault Ste. Marie, ON
IDEA Inc., Sault Ste. Marie, ON
Pinchin Ltd., Sault Ste. Marie, ON
Tulloch Engineering, Sault Ste. Marie, ON

The fees proposed were within the staff approval levels as authorized in the Purchasing By-law. Subsequent to the proposal evaluation, Engineering Services for the project were awarded to Elliott Engineering Inc. at an upset limit of \$20,000.00 plus HST.

FINANCIAL IMPLICATIONS

Funding in the amount of \$20,000.00 for the project was approved in the 2018 Capital Budget. The fees associated with the Engineering Services can be accommodated within this amount, with the non-rebatable portion of the HST, \$352.00, to be accommodated from within Fire Services operating accounts.

STRATEGIC PLAN / POLICY IMPACT

Engineering Services associated with Repairs to the Façade of the RESC Centre pertains to the Focus Area: Infrastructure, Maintaining Existing Infrastructure.

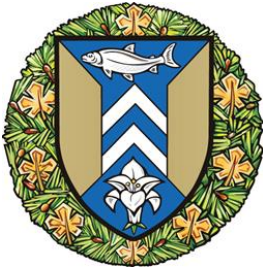
RECOMMENDATION

The relevant By-law 2018-123 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

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



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

COUNCIL REPORT

June 11, 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: Heritage Property Tax Rebate Program

PURPOSE

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

BACKGROUND

One (1) owner of a designated heritage property in Sault Ste. Marie has filed an application to enroll in the City's Heritage Property Tax Rebate Program. The property is located at 1164 Queen Street East.

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

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

ANALYSIS

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and are seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties. In 2017 there were 17 owners of designated heritage properties enrolled in the tax rebate program. Previously, 1164 Queen Street East was enrolled in the Property Tax Rebate Program, ownership has changed and the new property owner has submitted an application to enroll in the program. There are a total of 38

heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act.

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

At their April 4, 2018 meeting the Sault Ste. Marie Municipal Heritage Committee reviewed one (1) new application for the Heritage Property Tax Rebate Program and passed the following resolution:

Moved by: D. Greenwood

Seconded by: S. Meades

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend that 1164 Queen Street East be enrolled in the Heritage Property Tax Rebate Program and that the application be sent to council for approval”.

CARRIED

FINANCIAL IMPLICATIONS

The amount of the combined rebate varies annually depending on the number of applicants. The 2018 budget for Heritage Rebates is \$55,000. The property located at 1164 Queen Street has been included in the property tax rebate program since 2015 and this is just an ownership change thus no financial impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

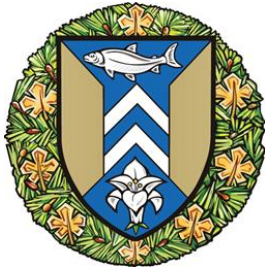
“Resolved that the report of the Manager of Recreation and Culture dated 2018 06 11 concerning Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 1164 Queen Street East be enrolled in the Heritage Property Tax Rebate Program be approved.”

Respectfully submitted,

Heritage Property Tax Rebate Program
2018 06 11
Page 3.

A handwritten signature in black ink, appearing to read 'V McLeod', with a stylized, cursive script.

Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca



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

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

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Sam Piraino Manager Transit and Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal Parking Lot Lighting – LED Conversion

PURPOSE

Attached hereto for your information and consideration is a report concerning the potential lighting upgrade for municipal parking lots to LED fixtures. Staff is seeking Council's approval of the report's recommendations.

BACKGROUND

In 2015, the Green Committee approved undertaking an inventory of municipal parking lot lights to determine the most appropriate replacement lights for the existing fixtures. Several parking lots for municipal facilities were retrofitted to LED fixtures in 2016, but the downtown public lots were deferred to a later date due to a review of their use and configuration. The remaining parking lots requiring updated fixtures include:

- Brock & Albert
- Bingham Street
- King Street
- Bruce Street
- Essar Centre
- Denis Street

A request for quotes will be issued based on the 2015 MET Energy Parking Lot Audit and replace existing fixtures with IESO saveONenergy qualifying replacement LED fixtures.

ANALYSIS

The Green Committee would like to pursue replacement of as many remaining parking lot lights as possible. A motion was passed at the May 16, 2018 Green Committee meeting to pursue a request from Council for the additional reserve funds needed to complete this previously approved project.

FINANCIAL IMPLICATIONS

The total project costs for the remaining parking lots will not exceed \$75,000 plus non-rebateable HST, and after IESO saveONenergy incentives are applied. The project costs have been approved by the Green Committee and all costs will come from the Green Committee Reserve. The Green Committee Reserve has \$33,000 committed to this project as previously approved from Council on April 26, 2016, and would require an additional \$43,320 to complete the remaining parking lots. The energy savings is significant and will result in a cost savings of 30% to 40% and will provide more efficient lighting to the locations.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan contains numerous references to environmental awareness and reduction in CO2 emissions: however, municipal parking lot lighting is not included.

RECOMMENDATION

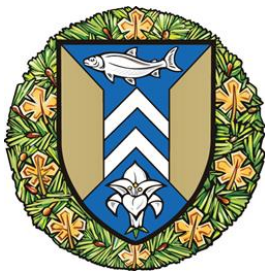
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Transit and Parking dated June 11, 2018 concerning municipal parking lot lighting be received as information and Council allocate an additional \$42,000 from the Green Committee Reserve to be utilized to cover costs associated with the implementation of the municipal parking lot lighting retrofit.

Respectfully submitted,



Sam Piraino
Manager Transit and Parking
705.759-5434
s.piraino@cityssm.on.ca



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

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Sam Piraino, Manager of Transit & Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal Law Enforcement Officers

PURPOSE

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers.

BACKGROUND

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-118 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'SP', is written over a horizontal line.

Sam Piraino
Manager of Transit and Parking
705.759.5848
s.piraino@cityssm.on.ca



2018 06 11

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

In November 1990 City Council approved By-law 90-305. Please amend Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

We request that Schedule "A" be amended to include:

NO.	NAME	EMPLOYER	PROP. LOCATION
734	Richard, Mark	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
735	Kemp, Robert	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
736	Blair, Brent	Property One	Station Tower (421 Bay St)
737	Martone, Donato	Property One	Station Tower (421 Bay St)
738	Martella, Joseph	Peak Investment Services	68 March St, 485 Queen St (Rear)

And that the following be deleted:

NO.	NAME	EMPLOYER	PROP. LOCATION
709	Schmidt, Alex	City of Sault Ste. Marie	Bellevue Marina/Park, Bondar, Strathclair
667	McLaughlin, Ryan	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
680	MacGregor, Chris	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
672	Lewis, Ryan	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
684	Rickard, Evan	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
685	Hornby, Brandon	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
690	Vanderklift, Rene	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health

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



**Community Development and
Enterprise Services
Sam Piraino
Manager of
Transit & Parking**

691	Addison, Erin	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health
702	Carricato, Chelsea	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health

Would you please amend By-law 90-305 with the new attached Schedule "A."

Thank you.

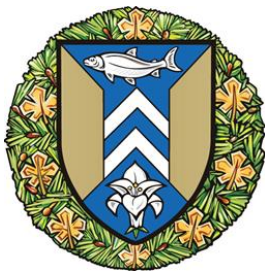
Yours truly,

A handwritten signature in blue ink, appearing to be 'SP', followed by a horizontal line.

Sam Piraino
Manager of Transit and Parking

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
SCHEDULE "A"			
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDLELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE, JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST
372	BENOIT, ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLATIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARE	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E

638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITTLA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMEYI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGLIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
728	BRANDOW, TRACY	NORTH 44 PROPERTY MGM	844 QUEEN ST E/ 524-536A GOULAIS AVE
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
736	BLAIR, BRENT	PROPERTY ONE	421 Bay St
737	MARTONE, DONATO	PROPERTY ONE	421 Bay St
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVIC	68 MARCH ST, 485 QUEEN ST E (REAR)



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Miscellaneous Paving – Contract 2018-9E

PURPOSE

The purpose of this report is to obtain approval to award the Miscellaneous Paving Contract 2018-9E.

BACKGROUND

At the 2018 04 23 meeting, Council approved the 2018 road resurfacing program which included resurfacing People's Road from Third Line to Fourth Line, Shore Drive from Pine St. to east limit, and Royce Avenue from Wallace Terrace to Ransome Drive as well as surface treatment of Brookfield Avenue from Second Line to the south limit and Laurier Avenue from Second Line to the south limit. There was an error in that scope of work. Royce Avenue from Wallace Terrace to Ransome Drive should have been Rosita Street from Ransome Drive to Ellis Road.

Tenders received for Contract 2018-9E were opened at a public meeting Thursday, May 31, 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 one (1) tender was received which was found to be complete. The low tender of \$1,528,162.77 (including HST) was received from Ellwood Robinson Limited.

FINANCIAL IMPLICATIONS

The City had budgeted \$1,300,520 in 2018 for asphalt resurfacing and surface treatment of various City streets.

When recoverable HST is removed, the total project costs are anticipated to be \$1,376,158 which is above the 2018 capital allocation of \$1,300,520. The

Finance Department has confirmed that the \$75,638 overrun can be covered within the uncommitted miscellaneous construction funds.

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:

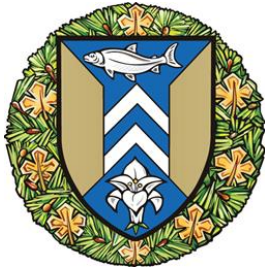
Resolved that the report of the Design & Construction Engineer dated 2018 06 11, concerning the Miscellaneous Paving Contract, be received and the recommendation that Contract 2018-9E be awarded to Ellwood Robinson Limited and that the scope of work for the project be amended to include resurfacing Rosita Street from Ransome Drive to Ellis Road instead of Royce Avenue, be approved.

By-law 2018-120 authorizing execution of Contract appears elsewhere on the Agenda and is 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



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Fort Creek Aqueduct – Revised Engineering Agreement

PURPOSE

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

BACKGROUND

At the 2016 01 11 meeting, Council provided approval to retain Tulloch Engineering to provide engineering services associated with proposed improvements and reconstruction of the Fort Creek Aqueduct on Wellington Street West from John Street to Carmen's Way.

The scope of work for Tulloch's engineering agreement included the environmental assessment, preliminary design and detailed design for the Fort Creek aqueduct replacement along Wellington Street West from St. Andrew's Terrace to Carmen's Way and the fees totalled \$632,672. When the agreement was approved it was also recommended that upon completion of the environmental assessment, Tulloch will estimate the construction and field work requirements and the agreement can be amended accordingly at that time to include contract administration and construction inspection.

ANALYSIS

The original agreement with Tulloch Engineering totalled \$632,672 however did not include contract administration and construction inspection. Tulloch Engineering requires an additional \$243,617 to complete the construction phase of the project for a total engineering limit of \$876,289.

FINANCIAL IMPLICATIONS

The City, the province and the federal government will share the \$31.26M project in thirds, or \$10.42M each as part of the Small Communities Fund (SCF) portion

of the Build Canada Fund for this project. Engineering fees are an eligible expense. At this time the overall project is tracking under budget.

Our share of Tulloch's additional fee estimate is \$81,206 and can be accommodated within the overall project budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

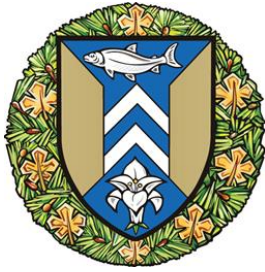
It is therefore recommended that Council take the following action:

Resolved that the report of the Design and Construction Engineer dated 2018 06 11 be accepted and that Council authorize the engineering fee limit in Tulloch Engineering's agreement for the reconstruction of the Fort Creek Aqueduct be increased to \$876,289 to include contract administration and construction inspection.

Respectfully submitted,

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

Carl Rumiel, P. Eng.
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705.759.5379
c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Upgrades to Class D Gravel Roads

PURPOSE

The purpose of this report is to address the following Resolution passed at the 2017 05 08 meeting of Council:

Whereas Des Chenes Drive, Pine Shores Drive, and Channelview Drive are streets within Ward 6 in the City of Sault Ste. Marie and are made of gravel and not pavement; and,

Whereas the residents of these three streets contribute to make up a large portion of the City tax base and as such ought to be afforded the same level of service as the rest of the tax base, specifically a paved road;

Now Therefore Be It Resolved that staff be requested to review the streets and report to Council as to the cost of upgrading to pavement and possible funding options to complete these projects at the earliest opportunity.

BACKGROUND

The Resolution most likely intended to refer to Pointe Des Chenes Crescent, Pine Shore Drive and Channelview Lane. These streets are categorized as class D roads in the City's asset management system. A class D road is defined as a rural cross-section with a granular surface. These streets, along with Red Pine Drive and Sand Road, are all located in the Pointe Des Chenes area and, together, they form the bulk of the City's gravel local road inventory. Although these roads carry low volumes of traffic, they are nonetheless high maintenance items for Public Works.

The residents in these areas would be better served, and maintenance costs would be reduced, if roads were upgraded to improve drainage and the road structure and provided with a class C bituminous surface treatment.

ANALYSIS

The two main hurdles for upgrading these roads are capital funding and the fact that some of the roads are located on private property. The City does not own all of the rights-of-way. There are also some drainage design constraints due to the fact that the area has developed without construction of offtake ditches to discharge drainage to the river. Staff research and survey work in the field to date can be summarized as follows:

- **Pointe Des Chenes Crescent:** This road has existed for many decades. It is a private road that the City plows and grades. There is evidence in the file that residents want it assumed as a City road and upgraded but the City would not support assuming the road until drainage issues were resolved. If the City owned the right-of-way and drainage issues are resolved, it could be upgraded when budget permits.
- **Pine Shore Drive and Sand Road:** These roads have existed for many decades. They are private roads that the City plows and grades, but drainage remains an issue here as well. If the City owned the rights-of-way and drainage issues are resolved, it could be upgraded when budget permits.
- **Channelview Lane:** This road was constructed as a gravel lane by the City in or around 1989 through local improvements. Records indicate it is located on a City-owned right-of-way. It can be upgraded when budget permits.
- **Red Pine Drive:** This right-of-way was recently acquired by the City and minimal improvements were made in 2017 in order to provide emergency vehicle access. It can be upgraded when budget permits.

If it is the will of Council to upgrade these roads, there will be an economy of scale to complete all of them under the same contract. Prior to this, right-of-way ownership should be with the City. It is recommended that the next step be that the Legal Department confirm ownership and investigate the feasibility of acquiring any remaining private rights-of-way.

The pre-design budget estimate for upgrading all roads is in the range of \$1.5M, excluding any property acquisition costs. This will include only a modest amount for drainage, 450 mm of granular road base and surface treatment. Existing drainage relies heavily on infiltration into the existing sandy subgrades. Improved drainage will only be possible if property owners permit offtake ditches to be constructed to the river.

If the City intends to upgrade these roads, local improvements can be utilized. Local improvements for these situations are the subject of another outstanding

Council resolution, a report for which will be brought to Council at a future meeting.

FINANCIAL IMPLICATIONS

The eventual \$1.5 million cost of upgrading these roads will come from a future capital works budget. It is possible that a portion of the cost may be recovered from local improvements. Costs associated with acquiring the rights-of-way and funding source will have to be identified in due course.

STRATEGIC PLAN / POLICY IMPACT

Upgrading roads is linked to the infrastructure component of the strategic plan.

RECOMMENDATION

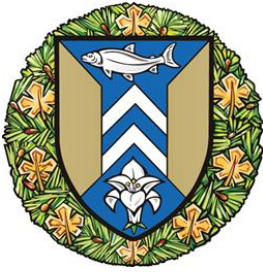
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2018 06 11, concerning upgrades to class D gravel roads, be received and the recommendation that the Legal Department investigate the acquisition of the remaining existing class D road private rights-of-way, be approved.

Respectfully submitted,

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

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



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Request to Rename a Portion of Ontario Avenue

PURPOSE

The purpose of this report is to address the following Resolution passed at the 2018 05 14 meeting of Council:

Resolved that the request of the Commanding Officer, 49th Field Regiment concerning renaming a portion of Ontario Avenue to Garrison Way be referred to staff for review and report back to Council.

BACKGROUND

The Commanding officer of the 49th Field Regiment submitted a request to Council to rename a portion of Ontario Avenue between Pine Street and Upton Road. The request is to rename it Garrison Way to acknowledge the outstanding contributions citizens of Sault Ste. Marie, who have worn a uniform in the Pine Street Armoury, have made over the years.

ANALYSIS

The City has guidelines regulating street name changes. The City Manual, section E-I-5 states that "A street name change may be considered when:

1. Two existing streets have the same or similar name,
2. Two existing streets are joined to form one longer street, or
3. The center section of the street is not developed and permanently divides the street into two sections."

While none of these criteria apply in this situation, nevertheless staff sees no reason why the name change request cannot be granted. There are no existing civic addresses on this portion of Ontario Avenue. The south side of the street is owned by National Defense Canada and is represented by the requester, and the north side of the street is un-buildable sloped land owned by the City.

Should Council approve the recommendation, in accordance with the guideline, the Legal Department will prepare the appropriate bylaw for first and second reading followed by the required advertisements for public notice.

FINANCIAL IMPLICATIONS

There is a moderate financial impact resulting from this name change, as there is a requirement to have a new 1R survey plan completed and deposited. That cost is approximately \$6,000 and will be funded from the Legal operating budget. The cost of required edits to corporate mapping and the GIS, as well as the installation of new street signs is nominal and can be covered under operating budgets.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

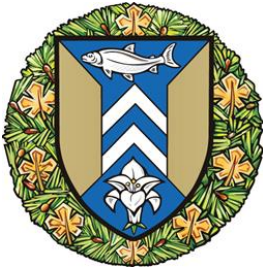
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering, dated 2018 06 11, be received and the recommendation to rename the section of Ontario Avenue between Pine Street and Upton Road to Garrison Way be approved.

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
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**The Corporation of the
City of Sault Ste. Marie**

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

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: Landfill Operations and Monitoring 2017 - Environmental Monitoring Committee

PURPOSE

The purpose of this report is to fulfill Condition 6(b) of By-law 2014-215 related to the Landfill Environmental Monitoring Committee (EMC) which requires an annual Council report following the submission of the Landfill Operations and Monitoring reports to the Ministry of Environment and Climate Change (MOECC).

BACKGROUND

The EMC is the formal point of contact with the public for the landfill operations, as mandated under the Certificate of Approval. The Committee consists of five members of the public, one Councillor, the MOECC, and staff. The Committee was originally established under by-law 89-174, which was repealed and replaced through by-law 2004-215.

The report will summarize the conclusions and recommendations of the annual 2017 operations and monitoring reports. The reports include but are not limited to, waste quantities and site capacity, leachate collection system information, and monitoring details related to ground water quality, surface water quality, and methane gas. Copies are available in the Engineering Department if any Councillor wishes to review them.

ANALYSIS

Site Development and Operations Report 2017 Municipal Landfill Waste Quantities and Site Capacity

Approximately 75,727 tonnes of waste was received at the landfill in 2017. Of this value 53% was landfilled, 44% was used as cover or stockpiled for future use, and 3% was diverted. A significant proportion of the waste received in 2017 is suitable for use as cover which is largely attributable to the material that was

excavated for the new storm sewer at Pim Street adjacent to the Canadian Motor Hotel. Based on the 5-year average disposal rate, there is capacity for approximately 6.6 years.

Leachate Collection System

A leachate collection system has been operating at the landfill since 1992. It consists of a gravity collection system along the south boundary and a purge well system on the western boundary. As part of the 2006 Canon Creek relocation project, the gravity leachate collector system was expanded along the old creek alignment in the southeast corner. The system is designed to intercept leachate before it leaves the site and divert it for treatment.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation of the wells. Presently, there are nine purge wells in operation. The system continues to be maintained, operated, and monitored with vigilance, and remains effective, however, it has limitations.

In 2008 a contaminant attenuation zone (CAZ) was approved through the MOECC. While the CAZ doesn't expand the landfill footprint, it moved the compliance boundary westerly.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six passive flares in 2007. Due to a landfill gas regulation that was implemented in 2008, an active landfill gas system was constructed to meet the new requirements. The system was operational in 2010.

Nine odour complaints were received in 2017. It is important to note that four of the calls were recorded on one day. Since 2007 the annual complaints have ranged from five to 18. It is believed that the landfill gas system has been effective in mitigating off-site odours, however, as disposal quantities decline, sludge disposal becomes more challenging. The proposed biosolids management facility is expected to have a positive impact on odours.

Municipal Landfill Site Monitoring Report 2017

The monitoring report provides the results of the groundwater, surface water and landfill gas monitoring program, with the purpose of:

- Monitoring the quality of groundwater and surface water;
- Assessing the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establishing whether concentrations of targeted chemical parameters in the groundwater and surface water exceed MOECC criteria;
- Predicting future movement of contaminants and compliance; and

- Ensuring safety within the buildings at the site as it relates to landfill gas.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off the site in the vicinity of the landfill. The program for 2017 consisted of 40 wells. Due to dry conditions in one well, 39 were sampled.

Engineered controls and natural attenuation processes including dilution are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. In 2017 the water quality in most of the western wells generally improved or had leveled off with the exception of wells 57-I, 62-I, 63-I, and 65-I. Off-site impacts have been isolated to a narrow band around wells 58-I, 62-I, 63-I, and 65-I. The interruptions in purge well performance over the past three years and increased landfilling in the southwest may be related to increases in chloride at wells 57-I, 62-I, and 63-I. In 2017, well 67 had relatively low concentrations of chloride and there were no exceedances at well 69. There were exceedances of the site criterion at well 68 in 2017, for organic nitrogen, TOC and TDS, however well 69 had no exceedances. Groundwater monitoring assists in tracking the effectiveness of the leachate management system.

Purge wells upgradient of wells 57-I, 62-I, 63-I, and 65-I will continue to be inspected regularly to confirm they are performing as intended.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. Generally consistent results have been shown at S-1B and S-2. Water quality has generally improved at S-4, and S-3 and S-5 have been variable. Since 2007 more stable results have been shown, likely attributable to the relocation of Canon Creek. TDS showed a spike at all five locations in 2012 but was considered anomalous due to results since that time.

Methane Gas

Since 2008, methane gas concentrations have been in the explosive range at one of our methane gas monitors. The monitor is located east of the Maintenance Building. A methane mitigation project was completed in 2010. The system was installed in order to monitor indoor air quality, control ventilation and provide warning if there is a problem. Signage is in place as an additional mitigative measure. Manual readings are also taken.

M6 and M7 methane gas wells were removed due to construction near the household hazardous waste depot. Replacement wells will be installed at an alternate location.

FINANCIAL IMPLICATIONS

There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the maintaining existing infrastructure component of the Strategic Plan.

RECOMMENDATION

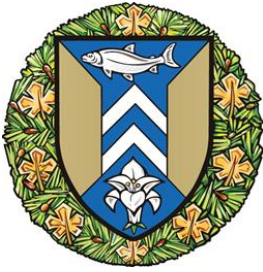
It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2018 06 11 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

Respectfully submitted,



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



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Local Planning Appeal Tribunal – 248 Wallace Terrace and 292 Farwell Terrace (A-7-18-Z.OP)

PURPOSE

The purpose of this report is to advise Council of an appeal that has been filed regarding Application No. A-7-18-Z.OP being a request to amend the Zoning By-law regarding 248 Wallace Terrace and 292 Farwell Terrace (“subject property”).

An appeal has been filed by Solicitor Mark Lepore on behalf of the applicant, Victor Alfano, and was received in the Clerk’s Department on Tuesday, May 29, 2018.

BACKGROUND

The Applicant requested an Official Plan Amendment to redesignate the subject property to permit the parking of vehicles in association with the auto body shop located at 252 Wallace Terrace and to request 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.

At its meeting of April 23, 2018, Council was presented with a report from the Senior Planner outlining the application. City Council decided to refuse the application. The decision was made after hearing submissions from representatives for both the application and opponents to the application. City Council’s decision was based on the expert opinions provided by parties in attendance at the open meeting.

As required by the Planning Act, Notice of Refusal of Application was sent to all required persons on May 9, 2018. The final date for filing an appeal concluded on May 29, 2018. One appeal was received.

Under provisions of the *Planning Act*, R.S.O. 1990 the Legal Department will provide the Local Planning Appeal Tribunal with the required materials and in due course a hearing date will be set if the Tribunal decides a hearing is warranted.

ANALYSIS

The appeal may be viewed in the Legal Department.

FINANCIAL IMPLICATIONS

The appeal will be argued by in-house staff. As such, the financial impact is nominal.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council receive this report for information purpose.

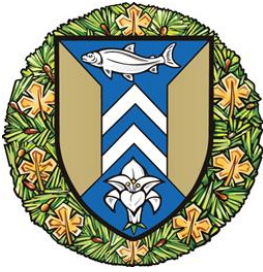
Respectfully submitted,



Nuala Kenny
City Solicitor

NK/mw

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\Local Planning Appeal Tribunal - 248 Wallace Terrace and 292 Farwell Terrace (A-7-18-Z.OP).docx



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Status Update on the Disposition of 22 MacDonald Avenue

PURPOSE

The purpose of this report is to update Council regarding the status of the disposition of 22 MacDonald Avenue (the "Subject Property") and to seek Council's direction regarding a proposal submitted by the purchaser 2605046 Ontario Inc., in Trust (the "Purchaser") regarding same.

ATTACHMENTS

Attached as Schedule "A" is a copy of the signed Agreement of Purchase and Sale and Amendment to Agreement of Purchase and Sale (the "Agreement").

Attached as Schedule "B" is a copy of proposal received from Jamie Caicco of Century 21 on behalf of the Purchaser.

BACKGROUND

(a) History Regarding Sale of Property

For some time, the City has been attempting to dispose of the Subject Property. This history is relevant in consideration of the matter before Council. Specifically, on December 2, 2013, the Subject Property was declared surplus and approved for sale. It was valued at Two Hundred Thousand (\$200,000.00) Dollars.

In 2014, following advertisement, the City received four (4) offers to purchase the Subject Property. At that time, the highest offer was \$450,000.00 by Chartwell Master Care LP. Three other separate bids were also received along with respective conditions, specifically in the sum of \$50,000.00, \$160,000.00 and \$300,500.00. Although the purchase price was significantly higher than any of the other bidders, the Offer was encumbered with a number of conditions. On

September 8, 2014, the matter was discussed by Council in closed session and Chartwell's offer was selected. Following various extensions, Chartwell advised by letter dated October 21, 2015 that it would not complete the purchase as it was not able to complete all required conditions.

The matter again went to Council on October 26, 2015. Council decided to re-advertise the Subject Property and seek potential purchasers in that manner. No offers were received when the Subject Property was re-advertised.

On December 23, 2017, the sale of the Subject Property was again advertised in the Sault Star and on the City's webpage. Only one offer was received. At the Closed Session held February 5, 2018, Council directed the Legal Department to accept the Agreement and finalize the sale of the Subject Property for the sum of \$175,000.00. The Agreement contained Environmental Conditions ("Condition"), specifically:

On or before the Condition date, the Buyer determining and being satisfied, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller.

(b) Disposition of 22 MacDonald

The Purchaser has been investigating the Condition of the Subject Property which was used by the City as a snow dump. This Condition is such that if the Purchaser is not satisfied, the Purchaser may decide, in its sole discretion, not to waive the Condition and the deal will not close.

The Purchaser requested an extension of time from May 8, 2018 to June 11, 2018 to continue its review of the Condition of the Subject Property. This was granted. On May 14, 2018, the Legal Department received the Proposal.

The Proposal notes that the City has contaminated the Subject Property throughout the years of using it as a snow dump. The Proposal notes that the Subject Property contains salt exceedances. This is accepted by Public Works and Engineering Staff. The Proposal seeks the City's waiver of Tipping Fees for all soils to be removed from the Subject Property up to a maximum of 3,000

tonnes. The Proposal also sets out the extra costs the Purchaser may be subject to given the environmental issues on the Subject Property. The Purchaser has assessed its risks and offers to waive all conditions in the Agreement and assume all future risks if the City agrees to waive the Tipping Fees up to a maximum of 3,000 tonnes.

ANALYSIS

Public Works and Engineering staff advise that the City landfill site requires the material for daily and final cover to minimize odours, nuisance and windblown waste. Further, the City has waived Tipping Fees for various City projects. With respect to the Subject Property, the City's use of the property as a snow dump has resulted in the need for any prospective purchaser to incur costs to remove top soil from the Subject Property. It must be noted that with this Proposal, the Purchaser assumes all environmental risk associated with the Subject Property and any further contamination/costs associated with same that remain. These costs may be significant. It may be that further soil must be removed, however a cap has been proposed.

The Proposal as framed is beneficial to the City. The City recognizes a deficit in cover material and that the future costs for this may be expanded. Further, the Purchaser has advised that it intends to commence construction of a Senior Housing Development on the Subject Property in early spring of 2019 should the deal be finalized, which in turn shall result in tax revenue for the City along with construction jobs and new employment once the facility is operating.

Should Council authorize the waiver of Tipping Fees in accordance with this Proposal, Legal recommends that the waiver be granted on the following basis:

- (a) that Tipping Fees be waived up a maximum of 3,000 tonnes of soil from 22 MacDonald Avenue, tested in accordance with City Procedure and found to be useable by the City and conditional on (b), (c) and (d) herein;
- (b) that the Purchaser confirm in writing on or before 6:00 p.m. on June 11, 2018 that all conditions in the Agreement have been satisfied;
- (c) that the Purchaser further confirm in writing on or before 6:00 p.m. on June 11, 2018 that the Purchaser shall assume all Environmental Risk, Costs and Liability with respect to the Subject Property and complete the transaction on June 29, 2018; and
- (d) that these conditions shall survive the closing of the transaction.

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. With respect to waiving of Tipping Fees, the Proposal is beneficial to the landfill operations.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Staff be directed to waive the Tipping Fees as it relates to the removal of soil from 22 MacDonald Avenue on the following basis:

- (a) that Tipping Fees be waived up a maximum of 3,000 tonnes of soil from 22 MacDonald Avenue, tested in accordance with City Procedure and found to be useable by the City and conditional on (b), (c) and (d) herein;
- (b) that the Purchaser confirm in writing on or before 6:00 p.m. on June 11, 2018 that all conditions in the Agreement have been satisfied;
- (c) that the Purchaser further confirm in writing on or before 6:00 p.m. on June 11, 2018 that the Purchaser shall assume all Environmental Risk, Costs and Liability with respect to the Subject Property and complete the transaction on June 29, 2018; and
- (d) that these conditions shall survive the closing of the transaction,

and that the Legal Department be directed to complete any necessary documentation to facilitate same.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj
Attachments

This Agreement of Purchase and Sale dated this 28 day of January 2018

BUYER, 2605046 ONTARIO INC. IN TRUST, agrees to purchase from
(Full legal names of all Buyers)

SELLER, THE CORPORATION OF THE CITY OF SAULT STE. MARIE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 22 MACDONALD AVENUE

fronting on the NORTH side of MACDONALD AVENUE

in the City of SAULT STE. MARIE

and having a frontage of 264.62 FEET more or less by a depth of IRREGULAR more or less

and legally described as Wyman Place Pl 285 St. Mary's Closed by X553; Lt 1-7 Blk 21 Pl 285 St. Mary's Except Pt 2

1R-10022; Pt Lt 8 Blk 21 Pl 285 St. Mary's as in RY43529; Lt 1-5 Blk 22 Pl 285 St. Mary's (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 175,000.00

One Hundred Seventy-Five Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN\$) 5,000.00

by negotiable cheque payable to THE CORPORATION OF THE CITY OF SAULT STE. MARIE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 6.00 pm on
(Seller/Buyer)

the 6 day of February 2018, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 6 day of June 2018. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

NONE

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 29 day of May, 2018, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (VACANT LAND) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgage's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

DATE Jan 28, 2018, 09:26 PM E

(Witness)

(Buyer)

(Seal)

DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

DATE 2018 02 06

(Witness)

(Seller)

(Seal)

DATE 2018 02 06

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 3:42 a.m./p.m. this 6th day of February, 2018.

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.

Co-op/Buyer Brokerage..... Tel.No.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE.....

(Buyer) DATE.....

(Seller) DATE.....

(Buyer) DATE.....

Address for Service..... Tel.No.

Address for Service..... Tel.No.

Seller's Lawyer.....

Buyer's Lawyer.....

Address.....

Address.....

Email.....

Email.....

Tel.No.

FAX No.

Tel.No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 2605046 ONTARIO INC, IN TRUST, and

SELLER, THE CORPORATION OF THE CITY OF SAULT STE. MARIE

for the purchase and sale of 22 MACDONALD AVENUE

SAULT STE. MARIE dated the 28 day of January, 2018

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer and Seller acknowledge the requirement of an Easement Agreement for drainage purposes to be registered on Title to the satisfaction of both the Buyer and Seller.

CONDITION: The Purchaser's obligation to carry out the transaction contemplated herein is subject to the satisfaction or waiver by the Purchaser in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on May 8th, 2018, that these conditions are fulfilled, otherwise this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The following conditions are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein which include: Environmental: On or before the Condition date, the Buyer determining and being satisfied, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN

BUYER: 2605046 ONTARIO INC., IN TRUST

AND

SELLER: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of January, 2018

concerning the property known as 22 MACDONALD AVENUE, SAULT STE. MARIE, ON
as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

CONDITION: The Purchaser's obligation to carry out the transaction contemplated herein is subject to the satisfaction or waiver by the Purchaser in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on May 8th, 2018, that these conditions are fulfilled, otherwise this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The following conditions are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein which include: Environmental: On or before the Condition date, the Buyer determining and being satisfied, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller.

Title Search Date: May 29th, 2018

Closing Date: June 6th, 2018

Insert:

CONDITION: The Purchaser's obligation to carry out the transaction contemplated herein is subject to the satisfaction or waiver by the Purchaser in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on June 11th, 2018, that these conditions are fulfilled, otherwise this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The following conditions are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein which include: Environmental: On or before the Condition date, the Buyer determining and being satisfied, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller.

Title Search Date: June 22nd, 2018

Closing Date: June 29th, 2018

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer _____ until 4 :30 p.m. on the 04 day of May _____, 2018, after which time, if not accepted, this offer to Amend the Agreement shall be null and void. (Seller/Buyer)

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) _____ (Buyer/Seller) _____ DATE: May 01, 2018, 08:41 AM EDT
(Witness) _____ (Buyer/Seller) _____ DATE: May 3, 2018

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) _____ (Buyer/Seller) _____ DATE: _____
(Witness) _____ (Buyer/Seller) _____ DATE: _____

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness) _____ (Spouse) _____ DATE: _____

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9 :30 a.m. this 3 day of May, 2018
(Signature of Seller or Buyer) _____

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.
DATE: _____	DATE: _____
(Seller)	(Buyer)
DATE: _____	DATE: _____
(Seller)	(Buyer)
Address for Service _____	Buyers Address _____
Tel. No. _____	Tel. No. _____
Seller's Lawyer _____	Buyer's Lawyer _____
Address _____	Address _____
Email _____	Email _____
Tel. No. _____ FAX. No. _____	Tel. No. _____ FAX. No. _____



May 12, 2018

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
Legal Department
City of Sault Ste. Marie

Re: 22 MacDonald Avenue, Sault Ste. Marie

As requested, I summarized our Discussion so you can prepare a Proposal for City Council. I included the position of the Buyer and the reasoning for the proposed Amendment.

BACKGROUND OF OFFER

- Currently the Offer is conditional until June 11, 2018 and Closing June 29, 2018
- Once Unconditional, the Owner will assume all Environmental Risk and Liability on Property

MERIT OF THE OFFER

- The Sale Price of \$175,000 provides a much needed Revenue for the City
- In the Early Spring of 2019 the Buyer will begin construction on a Senior Housing Development
- The project will create the following benefits to the City:
 - Construction jobs during the Building Process
 - New Jobs once the Complex is Operating
 - An additional Property Tax Revenue for the City
- According to the Hospital CEO, this type of Project is much needed in our Community

CHALLENGES OF CONDITIONS

- The City has contaminated the Property throughout the Years of using it as a snow dump
- The Site contains Salt Exceedances and there is a possibility of other contaminants

OFFER FROM BUYER TO FINALIZE THE OFFER

- The Buyers propose the City waive Tipping Fees for all Soils that are required to be removed from the Site
- The Buyers propose Tipping Fees be waived to a maximum of 3,000 Tons of Soil which is believed to be a reasonable and conservative estimate (calculations for this number attached)
- In Return for the Waiving of Tipping Fees, all conditions will be removed from the Offer which will finalize the Sale and all Environmental requirements for the Site will be the Buyer's responsibility

BENEFITS TO THE CITY FOR ACCEPTING THE OFFER

- The Buyers waive all conditions and assume all Environmental Risk and Liability of the Site
- The Buyers assume the following Costs:
 - Update of Phase I & II (approx. cost \$20-\$40k)
 - Possibility of other issues soil issues besides Salt Exceedances which may include Petroleum or Polyaromatic Hydrocarbons
 - Possible Provincial Requirements - Record of Site Condition could be required (approx. cost \$40-70k)
 - Salt Exceedance Risk Assessment (approx. cost \$30-40k)
 - All other costs to remove contaminated soil including excavating, transportation, labour (approx. cost \$17,000)

ADDITIONAL BENEFITS TO THE CITY

- Landfills require the exact soil possessed by the Subject Property for daily and final cover to minimize odours, nuisance, and windblown waste
- The City is actively looking for this and providing such soil will save the City significant funds as they would otherwise pay for such material (cost to purchase cover \$25.00/metric tonne X 100,000-200,000 metric tonnes required)

Please contact me should you have further questions or concerns.

Yours Truly,



 From: 770.942.2100 To: 770.942.2100

James Caicco, Broker of Record

Century 21 Choice Realty Inc.

Phone 705.942.2100 Fax 705.942.9892

ADDENDUM

CALCULATIONS FOR CAP ON TIPPING FEES

Potential Soil Disposal Scenarios/Calcs for 22 MacDonald Avenue:

Facts from EXP Phase II ESA:

- Fill material consisting of sand and gravel ranges from 0.3 to 1.0 meters over the entire Property averaging 0.5 meter in thickness overlying silty clay
- EXP assessed sodium, chloride, and electrical conductivity in soil and groundwater at the Site
- EXP identified sodium absorption ratio and electrical conductivity exceedances at two soil locations (BH11 and BH14) both located in southeast corner of property
- Sodium and chloride impacts were not exceeded in groundwater
- Potential soil impacts, if any, would be limited to the fill material

Two Assumptions for Calculating Soils Required for Disposal:

- 1) **Entire Site (Worst Case/Conservative):** All fill soils exceed MOECC criteria
- 2) **Impacted Area (Southeast Corner) Only:** in location of BH11 and BH14 (as shown attached)

1) Entire Site (Worst Case/Conservative Assumption):

Site area (14,973 m³) x 0.5 meters = 7,487 m³ =
9,793 cubic yards x 1.5 tonnes/cyd = **14,690 tonnes (14,500 tonnes)**

2) Impacted Area (Southeast Corner) Only:

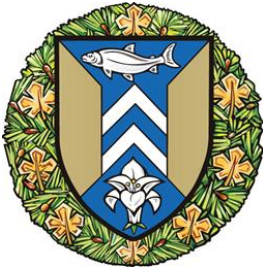
60 meters x 60 meters x 0.5 meters = 1,800 m³ =
2,354 cubic yards x 1.5 tonnes/cyd = **3,531 tonnes (3,500 tonnes)**

Assuming EXP's identified exceedances are the only exceedances at the Site, **3,500 tonnes** would be a reasonable upset limit for soil disposal. If possible, we will try to reduce this tonnage/excavation amount to the extent practical.

Yours very truly,

JOE RUSCIO PROFESSIONAL CORPORATION

Authorized to practice public accounting by the Chartered Professional Accountants of Ontario



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Fox Run Developments – Foxborough Trail – Sale of 1-Foot Reserve

PURPOSE

The purpose of this report is to recommend to Council the passing of By-law 2018-125, being a by-law to authorize the Transfer from the City to Sal-Dan Developments Limited of Part 2 on Plan 1R-13362 (the “1-Foot Reserve”).

BACKGROUND

Fox Run Subdivision was registered in 2013 and construction is well underway. In September 2017 the City entered into an agreement with the Owner to allow for the consolidation of Lot 13, Plan 1M-589 with the adjacent property (Part 1 on Plan 1R-13362) in order to accommodate the construction of townhouses on the lot.

ANALYSIS

It was assumed that the 1-Foot Reserve would be the subject matter of a dedication and assumption by-law to cause the 1-Foot Reserve to form part of the road. However, a review of the reference plans showed that the 1-Foot Reserve should properly be transferred from the City to the developer, Sal-Dan Developments Limited, to form part of Lot 13.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Fox Run Developments – Foxborough Trail – Sale of 1-Foot Reserve

2018 06 11

Page 2.

By-law 2018-125, being a by-law to authorize the Transfer from the City to Sal-Dan Developments Limited of Part 2 on Plan 1R-13362 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

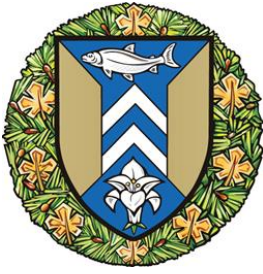


Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

MBS/mw

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Foxborough Trail – Sale of 1-Foot Reserve .docx



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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Lane Closing and Conveyance, Cornwall and York

PURPOSE

The purpose of this report is to seek Council's approval to close and convey a portion of a laneway in the Cornwall and York Subdivision, Plan 703.

ATTACHMENT

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

BACKGROUND

Pursuant to a Committee of Adjustment decision a portion of this lane abutting 227 Third Line East is required to eliminate an existing encroachment of a garage built in 1978. Previously Council authorized the assumption of the lane and the closing and sale of a portion of this lane to the owner of 237 Third Line East.

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:

By-law 2018-121 being a by-law to stop up, close and convey this portion of the lane appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

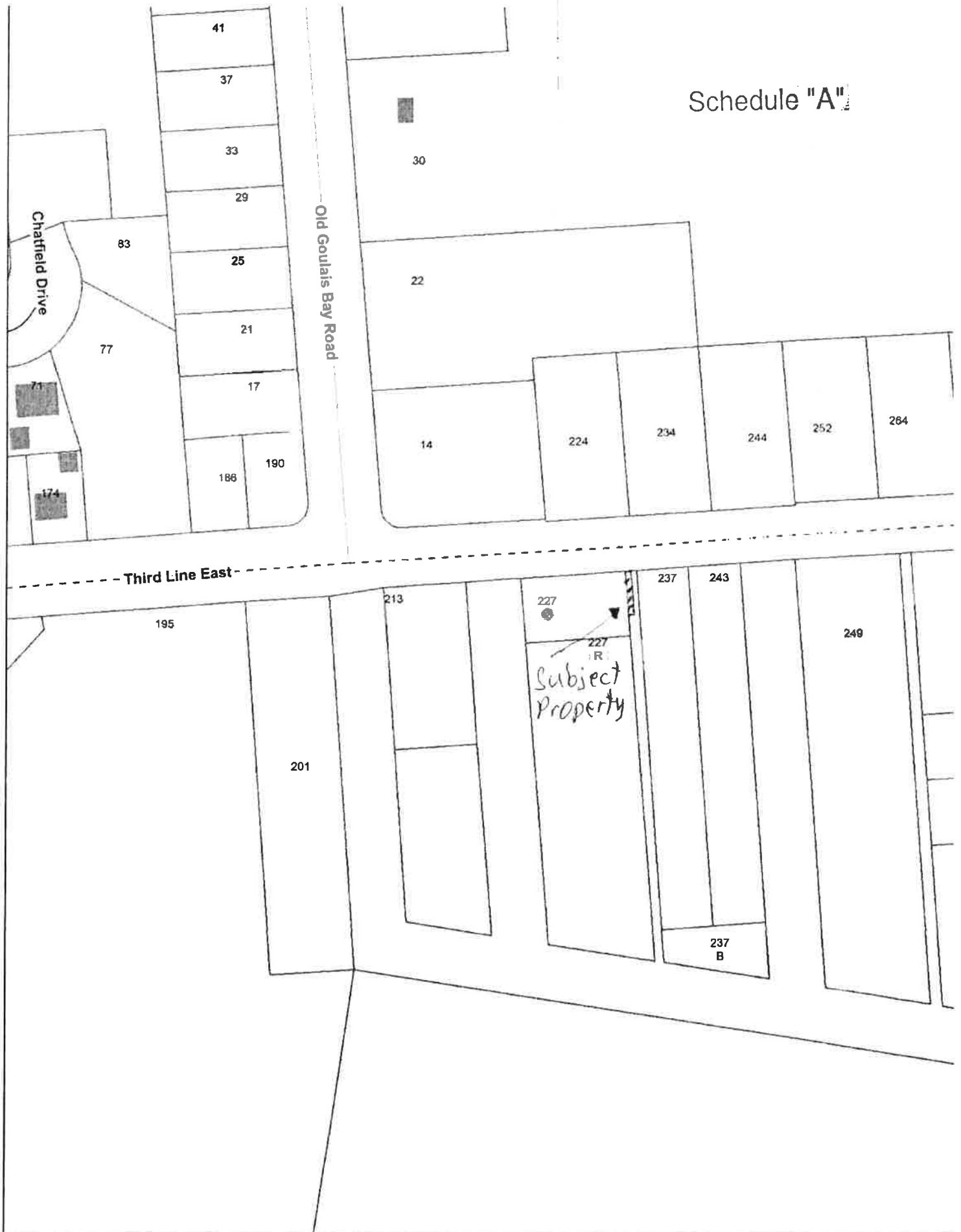


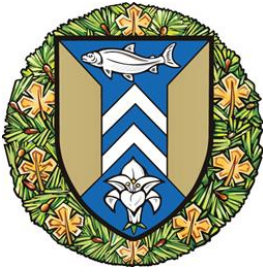
Jeffrey King
Solicitor/Prosecutor

JK/da

LEGAL\STAFF\COUNCIL\REPORTS\2018\LANE CLOSING - CORNWALL AND YORK SUBDIVISION.DOCX

Schedule "A"





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

COUNCIL REPORT

June 11, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Vehicle for Hire – New Rates

PURPOSE

The Legal Department has received correspondence from Chief of Police, Robert A. Keetch. The purpose of this report is to communicate the same to City Council.

ATTACHMENT

Attached as Schedule “A” is a letter from Police Chief Robert Keetch to City Solicitor – date April 9, 2018.

BACKGROUND

The City’s current Vehicle for Hire By-law contains provisions limiting a fare. This has currently received criticism from local taxi operators and therefor resulted in the Sault Ste. Marie Police Board considering said rates. Further, the Board has considered the requirement limiting the issuance of a licence.

ANALYSIS

The rate increase would see a \$2.50 per kilometer rate jump by \$0.50 to \$3.00 per kilometer and a wait time increase by \$15.00 to be \$45.00 from the current \$30.00.

Further, the Police Chief’s could consider the issuance of a licence to an individual with a criminal record not pardoned should the Police Chief see this person as not being a risk to the public.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Legal Department dated 2018 05 28 concerning rates and licencing considerations be received as information and that Council direct staff to amend its Vehicle for Hire by-law as suggested in the Police Chief's letter dated April 9, 2018 and attached hereto.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/tj

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\Vehicle for hire - new rates - May 9'18.docx



SAULT STE. MARIE POLICE SERVICE

580 Second Line East

Sault Ste. Marie, Ontario P6B 4K1

ROBERT A. KEETCH
Chief of Police

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

APR 17 2018

LEGAL DEPARTMENT

EMERGENCY DIAL TELEPHONE	9-1-1 705-949-6300
EXECUTIVE FAX OPERATIONS FAX	705-949-3082 705-759-7820

April 9, 2018

Nuala Kenny
City Solicitor, City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Ms. Kenny,

On March 29, 2017 the Sault Ste. Marie Police Services Board held our monthly meeting and two issues concerning the taxi by-law were brought forward for review. After a thorough discussion, the Board has agreed to two proposed changes to the existing by-law:

- a) The Board approved that the maximum metered rate per kilometre be increased from \$2.50 to \$3.00 and that the wait time be increased from \$30.00 to \$45.00 per hour. The Board agreed the revision would be submitted to Council for its approval to amend the existing by-law governing vehicles for hire.
- b) The Board approved a change in the wording of Section 6.1 (i) to the following:
 - (i) Who has a criminal record for which a pardon has not been granted.

(a) An individual who has a criminal record for which a pardon has not been obtained may apply in writing to the Chief of Police for an exception of this requirement. The Chief of Police shall consider the criminal record, the circumstances surrounding the conviction and the time elapsed between the conviction and application for a licence. Where the Chief of Police is of the opinion that no public safety issue exists, the Chief may recommend approving a licence to the Board.

The Board agreed the revision would be submitted to Council for its approval to amend the existing by-law governing vehicles for hire.

I kindly ask that you please review the recommended changes and amend the City's taxi by-law accordingly. I also ask that you please allow Cst. Henry Jin to review the proposed by-law prior to its consideration by City Council.

I have enclosed the corresponding reports that were submitted to the Police Services Board at the March meeting, as well as a letter we had received from Mr. Ray Dawson regarding the matter of increased rates.

Should you have any questions at all, please do not hesitate to contact me.

Yours truly,

A handwritten signature in dark ink, appearing to read "Robert A. Keetch", followed by a horizontal line.

Robert A. Keetch
Chief of Police

RAK:sm

Enclosures

**2018 – 2020
AMO BOARD OF DIRECTORS
Call for Nominations**

April 23, 2018

Monday, April 23, 2018

To: Head and Members of Council
From: Trevor Wilcox, Secretary-Treasurer, AMO

Please be advised that in accordance with the Association's governing by-law, the Secretary-Treasurer is requesting nominations to the 2018 – 2020 AMO Board of Directors.

Attached please find:

- A summary of the offices for which elections will be held at the 2018 Annual Meeting;
- An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who will then serve on the AMO Executive Committee; and
- Nomination Form

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Board. From the AMO Bylaw No. 2, Part 3, qualifications are:

3.3 Qualifications of Directors.

a) Every Director shall:

- be an individual of eighteen (18) or more years of age;
- be an elected official of a Member Municipality or an employee of a Member Municipality of the Corporation;
- not be an undischarged bankrupt; and
- not be declared incapable.

b) The position of Secretary-Treasurer is to be filled by an employee of a Member Municipality and also meet the qualifications of 3.3 a).

Qualified Nominees must obtain a Council resolution of support which must also specify the Caucus or position for which the individual is being nominated. In order to provide the broadest representation possible, AMO Bylaw No. 2 stipulates that a member municipality can only have one representative on the Board unless another representative is on the Board as an appointed official from a municipal group. See Section 3.4(e)*

A completed Nomination Form and supporting material must be received no later than 12:00 noon on Monday, June 25, 2018. Nominations will not be accepted beyond that date. AMO's Chief Returning Officer, Peter Fay, will certify the nomination. A Nominations Report will be issued no later than Friday, July 27, 2018.

Please forward a completed Nomination Form to the Association via email amoelections@amo.on.ca or fax at (416) 971-6191 or mail to the attention of Pat Vanini, Executive Director

All candidates will be contacted to confirm receipt of their nominations and at that time will receive further information on the election process.

If you have any questions regarding this information, please contact Pat Vanini, Executive Director at (416) 971-9856, ext. 316, e-mail pvanini@amo.on.ca or Lorna Ruder, Executive Assistant, ext. 341, email lruder@amo.on.ca

Commitment:

The following is an estimate of time individuals can normally expect to devote for service on the AMO Board of Directors and Executive Committee (i.e. Chair of each Caucus).

Executive Meetings: 10 days

Memorandum of Understanding Meetings: 8 days
(Executive Committee only)

Board Meetings: 6 days

AMO Conference: 3 days

Other Commitments: up to 6 days, depending on interest
(task forces, other meetings)

Board Meetings:

Board meetings are normally held on the fourth Friday in September, November, January, March and June and on the Saturday and Sunday in advance of the AMO Annual Conference in August. The June meeting is normally held in the President's or Secretary-Treasurer's home municipality. In addition to the Board meetings, Board members may also serve on AMO Task Forces.

Executive Meetings:

Executive meetings are held on the Thursday before a scheduled Board meeting and on the fourth Thursday of the month when there is no Board meeting. Memorandum of Understanding (MOU) meetings are specifically scheduled annually in concert with the Ministry of Municipal Affairs.

AMO Board/Executive/Volunteer Expense Reimbursement Policy

This policy applies to members of the Executive and Board as it relates to Executive Committee meetings (including MOU meetings) and Board of Directors meetings.

Travel Expense:

AMO will reimburse travel expenses in excess of \$300.00 per meeting for AMO Board of Directors, AMO Executive Committee meetings, and MOU meetings, which are generally held in the City of Toronto or the President or Secretary-Treasurer's municipality. Travel expenses refer to airfare, train fare, car mileage, public transit, and parking costs, and shall not apply to AMO Board of Directors/Executive meetings that are held prior to or following the AMO Annual Conference, Urban Symposium or Counties, Regions and Single Tier Symposium. Members are expected to make the most efficient and cost effective travel arrangements.

Mileage Rates:

Automobile travel allowance rates are

- 54 cents for the first 5,000 kilometers, and
- 48 cents for each additional kilometer.

AMO's mileage rate is based on Revenue Canada's current "Automobile Deduction Limits and Expense Benefit Rates for Business" and is adjusted annually to reflect any changes.

Accommodation/Meals:

There is no provision for the reimbursement of accommodation and meals.

Northern Ontario Exception:

Northern Ontario Executive Committee and Board members are expected to take advantage of airfare savings, and make the most efficient and cost effective travel arrangements. As some Northern Ontario board/executive members have connecting flights making it impossible to complete their travel without incurring accommodation and meal expenses, then AMO will reimburse a maximum of three days accommodation and meal expenses.

Notice of Elections:

Elections will be held for the 2018 – 2020 AMO Board of Directors consistent with the AMO By-law No. 1. Positions include:

- President (must be a municipal elected official).
- Secretary-Treasurer (must be a municipal staff official).
- 6 County Caucus Directors. To be Elected: Three elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Officials: Chairs of the Eastern and Western Ontario Wardens Caucuses.
- 7 Large Urban Caucus Directors. To be Elected: Five elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of the Large Urban Mayors' Caucus of Ontario.
- 6 Northern Caucus Directors. To be Elected: Four elected officials to be elected by caucus constituency at the conference: two from the Northeast and two from the Northwest. Appointed Officials: Chairs of the Federation of Northern Ontario Municipalities and the Northern Ontario Municipal Association.
- 7 Regional and Single Tier Caucus Directors. To be Elected: Six elected officials to be elected by caucus constituency at the conference. Appointed Official: Chair of the Mayors and Regional Chairs of Ontario's Single Tier Cities and Regions.
- 6 Rural Caucus Directors. To be Elected: Four elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of the Rural Ontario Municipal Association.
- 6 Small Urban Caucus Directors. To be Elected: Four elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of Ontario Small Urban Municipalities.

Each of the above elected caucus members shall serve a two-year term.

*Excerpt from AMO Bylaw No. 2, Section 3.4 (e): No Member Municipality may be represented on the Board by more than one Director elected to the Board (either a municipal elected official or a municipal employee) except in the case where the Director is an appointed Director as set out in Section 3.4 b) ii), or the City of Toronto (Section 3.4 c).

NOMINATION FORM
2018 – 2020 AMO Board of Directors

- It is the responsibility of the person nominated to file a complete and accurate Nomination Form.
- Nominations will be accepted no later than **12:00 noon Monday, June 25, 2018.**
- Council Resolution of support must be attached, and must specify the Board Office position.

Send completed forms to:

Pat Vanini, Executive Director
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6
Email: amoelections@amo.on.ca
Fax: 416-971-6191

Please type or print clearly:

Nominee's Name, as it is to appear on the ballot

Nominee's Municipal Position Title

Nominee's Municipality

Address

Municipality and Postal Code

Nominee's Email address and phone number

Nominated for the Office of (check one only):

- ☐ President
- ☐ Secretary-Treasurer
- ☐ Director County Caucus
- ☐ Director Large Urban Caucus
- ☐ Director Northern Caucus
- ☐ Director Regional & Single Tier Caucus
- ☐ Director Rural Caucus
- ☐ Director Small Urban Caucus

☐ *A Council Resolution confirming Board Office Nomination and Council support for the Nomination is ATTACHED*

Consent of Nominee and Statement of Qualification:

I, the Nominee mentioned in this Nomination Form do hereby consent to such Nomination and declare that I am qualified to be elected and to hold the office for which I am nominated.

Signature of Nominee and date

Certificate of AMO's Chief Returning Officer:

I, Peter Fay, the Chief Returning Officer, appointed by the Association of Municipalities of Ontario, to officiate over these elections, do hereby certify that I have examined the Nomination Form of the aforementioned Nominee filed with me and am satisfied that such Nominee is qualified to be nominated to the office indicated above.

Signature of Chief Returning Officer and date

Date Nomination Form received in AMO Office

Sault Ste. Marie Economic Development Corporation
Nominations Committee Recommendation – City Council Appointments
June 11, 2018

1. Introduction

Annually, the Executive Committee of the Sault Ste. Marie Economic Development Corporation's Board of Directors carries out a nominations process to fulfill their governance obligations. The committee's mandate is to ensure the SSMEDC Board of Directors is composed of persons sufficiently qualified and skilled to provide effective leadership in economic development.

This year, the Nominations Committee members included Rob Reid, Chair, Terry Rainone, Paul Skeggs, Lori Naccarato, Donna Hilsinger and Don Mitchell.

A call for SSMEDC Board Member Nominations was posted on various local websites and printed in the Sault Star, with a limited response. All submissions were reviewed by the committee.

2. Recommendations for City Council

Due to a new MOU with the City of Sault Ste. Marie being executed in 2018, new board composition requirements needed to be addressed through the Nominations process. The Nominations Committee recommends the following two items:

2.1 City Council SSMEDC Board Member Appointments

1. Terry Rainone

Terry is General Manager of Business Development for the Pioneer / FisherWavy Group of Companies and President of Rain-One Investments Inc. He's also Chair of the FJ Davey Home Board and a current Board member and former Executive Director of the Community Development Corporation of Sault Ste. Marie & Area. As well, Terry is a former President of the Sault Ste. Marie Chamber of Commerce and former Vice-Chair of the Sault Area Hospital Board. He holds a Master of Business Administration degree from Lake Superior State University and a Bachelor of Arts degree in Economics & English from Algoma University.

2. Pramod Shukla

Pramod joined Algoma in 2008 as Vice President Operations. In 2009, he was appointed Chief Operating Officer with accountability for the performance of all operating areas, including central services, supply chain management and environment, safety and emergency services. Previously, he served as

Vice President of Projects & Operations at Essar Steel India and Head of various operating departments at Tata Steel. Pramod is a Mechanical Engineering graduate from the Indian Institute of Technology and holds a post-graduate diploma in Business Management from Xavier Labour Research Institute. He is a Director on the Sault Area Hospital Board and a member of the Board Audit Committee.

3. Bill Freiburger

Bill retired in 2015 after a 30-year career with the Corporation of the City of Sault Ste. Marie, including 21 years as Commissioner of Finance and Treasurer. In this position, he was actively involved in a number of major infrastructure projects, including the development of the Essar Centre and Northern Community Centre, along with the municipal funding of the new Sault Area Hospital. Bill is a Chartered Professional Accountant and holds an Honours Bachelor of Business Administration degree from Wilfrid Laurier University.

4. Tom Vair (Deputy CAO Community Development and Enterprise Services - Ex Officio Voting)

In 2016, Tom became the first Deputy CAO of Community Development and Enterprise Services for the Corporation of the City of Sault Ste. Marie. In this role, he oversees the Planning & Enterprise Services, Building, and Community Services Departments. Based on the work and recommendations of the Community Adjustment Committee, over the next three years Tom will lead the FutureSSM project that will take a comprehensive, community development approach to strengthening Sault Ste. Marie to support cultural vitality, environmental sustainability, social equity, and economic diversity and growth. Prior to his current position, he worked for nearly 12 years as Executive Director of the Sault Ste. Marie Innovation Centre. Tom also spent more than eight years working as a Senior Manager for various Ottawa-based technology firms, including Corel Corporation. He has a Master of Business Administration degree from McMaster University and a Bachelor of Arts degree in Administration & Commercial Studies from the University of Western Ontario.

2.2 Past President's Position

Currently, the Past President's position was excluded from the specific wording in the MOU with the City of Sault Ste. Marie. Given the amount of change that has occurred over the past two years and the need for further cultural changes, the Nominations Committee felt it important to maintain the Past President's position. It is recommended that a request be made to City Council to amend the MOU to allow the Past President to remain as a non-voting ex-officio position.

Ex-officio Non-Voting members:

1. Christian Provenzano, Mayor
2. Sandra Hollingsworth, City Councillor
3. Robert Reid, Past President

3. Next Steps

The final list of nominations will be presented at the SSMEDC Annual Meeting, to be held on June 18, 2018.

Respectfully submitted

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

Robert Reid
President and Chair

Long, bumpy ride to smoother roads nears end for Ottawa's 'Professor of Pavement'

3 decades after Abd El Halim came up with way to eliminate potholes, construction industry taking notice

Stu Mills · CBC News · Posted: Mar 07, 2018 4:00 AM ET | Last Updated: March 7



Abd El Halim, a civil engineering professor at Carleton University, is preparing to retire. (Stu Mills/CBC)

One day in 1982, when Abd El Halim was still a graduate student at the University of Waterloo, he stopped to watch a paving crew at work near his house.

Fascinated, El Halim studied the steel cylinder of the asphalt roller as it met the hot, black road surface, leaving a network of fine fissures in its wake.

- ['Perfect conditions' for potholes in Ottawa, city says](#)
- [Big bump in damage claims points to funding hole, councillor says](#)
- [Pothole claims almost quadrupled since 2015](#)

It struck El Halim then and there that the key to eradicating potholes was eliminating those cracks, which collect water that freezes and expands, heaving and breaking apart the road surface.

El Halim immediately went to work.

"I believe this is the beginning of the end of potholes," he declared five years later in an interview with CBC News as he showed off his new invention.

But for El Halim, now a civil engineering professor at Carleton University, it's been a long, bumpy road to recognition by the industry.



Abd El Halim demonstrates the concept behind his rubber-belted asphalt roller in 1987. (CBC)

AMIR is born

Back in the 1980s, El Halim had realized that while most of the technology involved in building and repairing roads had advanced over the years, one key tool had not.

"When you read the history of asphalt, you realize that everything has changed," El Halim told CBC. "But the roller did not change, and the rollers were not designed by a civil engineer, or any engineer."

Carleton University professor Abd El-Halim discovered the key to making potholes extinct 36 years ago. Now, he finally has the chance to put his invention to use again. 1:04

His solution was to replace the roller's traditional cylindrical wheel with a rubber belt on a track, similar to a snowmobile.

The belt spread the weight of the compacting machine over a larger area, preventing the cracks in the freshly laid asphalt.

He called his machine the asphalt multi-integrated roller, or AMIR — also his son's name.

"That shows you how much I loved the roller," El Halim said.

Bumps in the road

Shortly after he unveiled AMIR, El Halim tested it with a Toronto-based tunnelling equipment company. Later, further research conducted with the help of about [\\$500,000 in funding from the National Research Council](#) (NRC) concluded the prototype was "overall quite successful" and "provided a crack-free surface."





A key fob helps demonstrate the scale of the cracks left behind in test strip of fresh asphalt rolled by a traditional steel cylinder. (Supplied)

But the testing didn't go perfectly.

On a slope, the belt had a tendency to come off. The early version of AMIR was also difficult to steer, and at one point the prototype wandered across the centre line of a test road on the NRC campus.

El Halim ran out of research money in 2003, a blow the inventor took personally.

"Like in any other field, you always have enemies of new ideas, people interested in not having you succeed in what you are doing," he said.

Interviewed in 2008, having generated little to no commercial interest in his prototype, which was then nearly 20 years old and gathering rust, El Halim expressed frustration with an industry reluctant to adapt to new ways.

"Why should they change their technology when nobody is forcing them to?" he asked.

A chance meeting

Then in 2010, a chance meeting with a Ministry of Transportation (MTO) engineer and former student rekindled interest in the all-but-forgotten project.

"Nobody [had] linked permeability to the construction techniques in the field," said Frank Pinder, MTO's engineer responsible for pavement contracting in eastern Ontario.



In 2008, El Halim showed off the AMIR prototype that had been developed by Carleton University and the National Research Council in the 1980s to CBC. (Simon Gardner/CBC)

MTO became seriously involved in testing a new prototype of AMIR in 2012. The results, observed over several highway tests, were promising.

As Pinder pointed out, it makes some sense that the commercial paving industry wasn't interested in eliminating potholes — after all, the perennial need to fill them in ensures subsequent maintenance contracts.

A long time coming

"That's why it's taken such a long time to move it along," Pinder said.

That's also why it ultimately fell to the MTO to help develop AMIR as a way to save taxpayers money.

Last year, the MTO looked at how much money pavement that lasted just one year longer than average would save the province, and came up with a figure of \$50 million annually.

In fact, the Ministry of Transportation is now in the process of developing water permeability standards that will be specified in new road contracts in the future. That means companies will need to figure out how to lay down crack-free asphalt, and could lead to widespread commercial interest in AMIR after all.



R.W. Tomlinson's Russ Perry has been overseeing a \$500,000 project to develop an AMIR-inspired prototype. (Stu Mills/CBC)

Tomlinson takes notice

Already, Ottawa construction firm R.W. Tomlinson has retrofitted a traditional asphalt roller by removing its twin steel drums and replacing them with AMIR-inspired belt rollers, which it developed with El Halim.

We're hopeful that at some point in time, these machines are seen on the road every day.

- Russ Perry, R.W. Tomlinson

"Tomlinson sees the value in this," said Russ Perry, the company's vice president of heavy civil engineering.

Tomlinson has used the machine on a handful of projects, including resurfacing of a lane of Didsbury Road in November 2017.

There, belt-rolled pavement outperformed the cylinder-rolled surface in a head-to-head test of water permeability as decision makers from government and industry looked on. El Halim, who had by then earned the nickname "Professor of Pavement," stood and watched, too, just as he had 36 years earlier.

Proving ground

Perry said Tomlinson is so convinced of AMIR's superiority that it's kitting out a second roller, which it plans to use on a 42-kilometre paving project in the Bancroft, Ont., area later this year.

Tomlinson has invested about \$500,000 in the technology so far, and Perry estimates a single, more efficient AMIR roller can replace up to three traditional asphalt rollers.

"We're hopeful that at some point in time, these machines are seen on the road every day," Perry said.

For El Halim, who's now preparing to retire from his job at Carleton, the promise of commercial success has been worth the wait.

"A true researcher always dreams of serving the public by offering good, economic, safe solutions," he said. "If you are afraid of new ideas, due to ignorance, it is very difficult to succeed."





R.W. Tomlinson's modified roller uses AMIR-type tracks rather than traditional steel cylinders. The company is currently converting a second machine, which it plans to use on a highway project near Bancroft, Ont. (Stu Mills/CBC)

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-118

PARKING: (P7.3) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
SCHEDULE "A"			
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDLELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST
372	BENOIT, ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLATIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARE	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E

638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITTLA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMYEYI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGLIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
728	BRANDOW, TRACY	NORTH 44 PROPERTY MGM	844 QUEEN ST E/ 524-536A GOULAIS AVE
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
736	BLAIR, BRENT	PROPERTY ONE	421 Bay St
737	MARTONE, DONATO	PROPERTY ONE	421 Bay St
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVIC	68 MARCH ST, 485 QUEEN ST E (REAR)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-120

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the 2018 road resurfacing program which includes resurfacing People's Road from Third Line to Fourth Line, Shore Drive from Pine Street to east limit, and Rosita Street from Ransome Drive to Ellis Road, as well as surface treatment of Brookfield Avenue from Second Line to the south limit and Laurier Avenue from Second Line to the south limit. (Contract 2018-9E).

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 June 11, 2018 between the City and Ellwood Robinson Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the 2018 road resurfacing program which includes resurfacing People's Road from Third Line to Fourth Line, Shore Drive from Pine Street to east limit, and Rosita Street from Ransome Drive to Ellis Road, as well as surface treatment of Brookfield Avenue from Second Line to the south limit, and Laurier Avenue from Second Line to the south limit (Contract 2018-9E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2018-9E

FORM OF AGREEMENT

This Agreement made (in triplicate) this **11th** day of **June** in the year **2018** by and between **Ellwood Robinson Inc.** hereinafter called the "Contractor"

AND4

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:

**MISCELLANEOUS CONTRUCTION/PAVING
CONTRACT 2018-9E**

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 Agreement, the General Conditions, the Specifications, the Special Provisions 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 consequence 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 or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

THE CONTRACTOR: Ellwood Robinson Inc.
2075 Great Northern Road
Sault Ste. Marie, ON P6A 5K7

THE OWNER: Mr. Don Elliott, P. Eng
Director of Engineering
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Facsimile 705-541-7165

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

ELLWOOD ROBINSON INC.

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-122

PROPERTY SALE: (PR.105) A by-law to authorize the sale of surplus property being civic 84 Ruth Street, legally described in PIN 31581-0146 (LT) to 1927522 Ontario Inc. o/a TTG Group and to repeal By-law 2018-109.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to 1927522 Ontario Inc. o/a TTG Group or as otherwise directed at the consideration shown and upon the condition set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **BY-LAW 2018-109 REPEALED**

By-law 2018-109 is hereby repealed.

5. **SCHEDULE “A”**

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

6. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2018\\2018-122 - Authorize sale of 84 Ruth St and repeal 2018-109.docx

SCHEDULE "A" TO BY-LAW 2018-122

PURCHASER: 1927522 ONTARIO INC. o/a TTG GROUP

ADDRESS: 84 RUTH STREET
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PART PIN: 31581-0146 (LT)
PT SEC 36 KORAH PTS 1 AND 2 1R2143; SAULT STE.
MARIE

CONSIDERATION: ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS

CONDITION: CONDITIONAL ON PURCHASER BEING ABLE TO
HAVE THE PROPERTY RE-ZONED TO RESIDENTIAL.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-123

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Elliott Engineering Inc. to provide Engineering Services for repairs to the façade at the RESC Centre.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated June 11, 2018 between the City and Elliott Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to provide Engineering Services for repairs to the façade at the RESC Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 11th day of June

A.D. 2018

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PART OF THE FIRST PART

AND

ELLIOTT ENGINEERING INC.

Hereinafter called the 'Consultant'

THE PART OF THE SECOND PART

WHEREAS the Client intends to:

Provide all engineering design, details, working drawings and project management (incl. administration) for
'Professional Services – "Repair to the Facade – RESC Building"

Hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

CITY CONTRACT NO. 216FNC-01-P

ELLIOTT ENGINEERING INC. PROJECT NO. E18053

AGREEMENT CONTENTS

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ARTICLE 1 – GENERAL CONDITONS

1.1 RETAINER

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word 'Consultant' shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.2 SERVICES

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as charged, altered or added to under Section 1.8 are hereinafter called the 'Services'.

1.3 COMPENSATION

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1.4 STAFF AND METHODS

The Consultant shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.5 DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant 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 Consultant for unauthorized use of the documents and deliverable.

1.6 INTELLECTUAL PROPERTY

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

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 Consultant in connection with the Project and for no other purpose or project.

1.7 RECORDS AND AUDIT

In order to provide data for the calculation on fees on a time basis for additional works request or required (out side of agreed upon stipulated price), the Consultant shall keep a detailed record of hours worked by staff employed for the project.

A) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item that the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- B) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.8 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

With the consent of the Consultant, 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 Consultant shall be paid in accordance with Section 3.2. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

1.9 SUSPENSION OR TERMINATION

Either party may at any time by notice in writing suspend or terminate the Services or any portion thereof of any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements.

If the Consultant 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 Consultant to the date of such termination.

1.10 INDEMNIFICATION

The Consultant 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 Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defence 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 Consultant in the performance of consulting services to the Client with this project.

1.11 INSURANCE

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant for Clients damages.

A) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 for general liability and \$1,000,000 for automobile insurance. When requested the Consultant 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 \$1,000,000 per claim and \$ 1,000,000 in the aggregate. When requested the Consultant shall provide to the Client proof of

Professional Liability Insurance carried by the Consultant, and in accordance with PEO Act, 2010 and Regulations therein.

C) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this project then the Consultant shall endeavour forthwith to obtain such increased 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 Consultant until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 CONTRACTING FOR CONSTRUCTION

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 ASSIGNMENT

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement, where the work of the Consultant 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 Consultant, 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 Consultant with such other authority, department of government or agency.

1.16 PRINCIPALS AND EXECUTIVES

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (b).

1.17 SUB-CONSULTANTS

The Consultant may engage others 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 plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 INSPECTION

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 Consultant agrees to obtain consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 CONFIDENTIAL DATA

The Consultant 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. No such information shall be used by the Consultant on any other project without the approval of the Client.

1.21 DISPUTE RESOLUTION

- a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the Client or the Consultant.
- c) The award of the arbitrator shall be final and binding upon the parties.
- d) The provisions of the Arbitrator's Act, R.S.O. 1980, Chapter 25, as amended shall apply.

1.22 TIME

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant 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 Consultant.

1.23 FEES, SCHEDULES AND STAFF LISTS

1.23.1 Fees, Schedule or Progress and Staff List

When requested by the Client, the Consultant shall provide, for approval by the Client:

- a) 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.
- b) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis for additional works required or requested, shall be provided as required. The Consultant 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 Consultant's staff who is to be the liaison person between the Consultant and the Client. A Project staff list and a Confidential schedule of 2016 Calendar year rates is attached as Appendix 'A'.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- a) Any increase in the quoted fees.
- b) Any change in the schedule at progress that results in a longer period than provided in Sub-section 1.23.1 a).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 b).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 ADDITIONAL CONDITIONS

1.24.1 Electronic Data files and cad files

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain Cad files or electronic data files (the "Files") prepared by the Consultant solely for its own use in respect of the project. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the Files and the data contained therein. The Files will not be stamped, certified or signed by the Consultant. Any use of the Files by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES

2.1 SERVICES TO BE PROVIDED BY CLIENT

- 2.1.1** Instruct the Consultant fully as to the Client's requirements and make available to the Consultant all relevant information the Consultant requires, including design objectives, constraints and criteria, special equipment and systems, site requirements, and project budget. The Consultant shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the client, or the client's Consultants, whether such Consultants are engaged at the Consultant's request or not.
- 2.1.2** Engage others directly, where required by the Consultant, to perform the specialized services necessary to enable the Consultant to carry out fully the Consultant's duties. The retention of such specialized services by the client shall be subject to the joint approval of the client and the Consultant.
- 2.1.3** Give the Consultant the authority to act as the Client's agent in all matters falling within the scope of the Consultant's services.
- 2.1.4** Review promptly all documentation submitted by the Consultant, and inform the Consultant of decisions in time for the orderly progress of the Consultant's services and of the project.

- 2.1.5 Obtain and pay for all required consents, approvals, licenses, and permits from authorities having jurisdiction.
- 2.1.6 Arrange and make provision for the Consultant's entry and access to public and private property and the project site in the performance of the duties.
- 2.1.7 Arrange and pay for tender advertising and any legal, financial or insurance advice required for the project.
- 2.1.8 Designate in writing a representative to have authority to transmit instructions to, and receive information from, the Consultant, and advise the Consultant in advance if this representative is to be changed.
- 2.1.9 Notify the Consultant immediately, whenever the client, or the client's representative, becomes aware of a defect or deficiency in the work or the contract documents.
- 2.1.10 Provide survey information, property fabric and materials testing.

2.2 SERVICES TO BE PROVIDED BY CONSULTANT

- 2.2.1 Attend meetings to obtain full information on existing and proposed municipal services, roads and other facilities and determine the municipality's standard criteria for design.
- 2.2.2 Provide preliminary design and concepts for the repair to the exiting facade and the intended materials and methods. These designs shall be the basis for the complete and final tender and construction documents, to which the client shall grant approval and or acceptance.
- 2.2.3 Provide final design plans and detail drawings. As such these documents shall be used for the final tender and construction documents as per item 2.2.2.
- 2.2.4 Prepare specifications documents that shall be used for the final tender and construction documents as per item 2.2.2.. Special Provisions will be provided for standards that may not be in a standard specifications or that may require modification for this project(s).
- 2.2.5 Contract document agreement between the Client and the contractor shall be made up of CCDC-2, 2008 inclusive of General Conditions and will be prepared including information to Tenderer's, a Form of Tender with Unit Quantities, Article of Agreement and Special Provisions.
- 2.2.6 The Consultant will provide to the Client, tender evaluations and recommendations on award.
- 2.2.7 The Consultant will provide general review during construction providing interpretation of the drawings and specifications, review the construction schedule, advise on the issue of change orders, issue progress certificates for the Clients acceptance, make periodic site visits, attend job meetings.
- 2.2.8 Provide staff as required to determine if work is being carried out in accordance with the Contract Documents, communicate deficiencies in the work, arrange for materials testing and inspect materials and workmanship, record field information, maintain records for payments.
- 2.2.9 Post-Construction services include review of deficiencies during guarantee period, final acceptance and preparation of record drawings.

2.3 FEE – SCOPE DEFINITIONS

For purposes of Fees, Disbursements and Costing, the work will generally be broken into sub-sections and Mile-Stones of work, as follows:

2.3.1 Section 1- Project Services

Start-up services and project details acquisition.

2.3.2 Section 2- Design Services

Preliminary design and layouts, detailed design, final drawings and specifications, evaluations of tenders and recommendations for the awarding of the contract.

2.3.3 Section 3- General Review Services

General review during construction & contract administration.

2.3.4 Section 4- On Site Review

On-Site review staff during construction.

ARTICLE 3 – PAYMENT PROCESS

3.1 BASIS OF PAYMENT

3.1.1 Fee Basis Payment Defined

- i) The Client shall pay the Consultant's fees which are based upon the amount forwarded at the time of the Request For Proposal. The sum of which is fixed, outside of any additional work requested or required and agreed upon by the Client and the Consultant as per Subsection 1.23.

3.2 PAYMENT

3.2.1 Fees Limits and Additional Works / Time Basis for Additional Works

- i) The Consultant shall submit an invoice to the Client for all Services completed as additional to the original contract. Those fees shall be based upon the hourly time and those rates attached in the appendix of this document.
- ii) Upon Termination or Suspension the Client shall pay to the Consultant monies based upon hours worked as to the rates noted within Appendix 'A'. The Client may request time sheets. The paid amount shall not exceed the Lump Sum Fee.
- iii) The Consultant shall be allowed to increase their Lump Sum amount for disbursement items agreed upon by the Client and the Consultant resultant from items requested or required or due to additions of the contract. The Consultant shall provide a break down of charges and fees as requested by the Client.

3.2.2 Fee Limit – Final Fee

- i) The Lump Sum for completion of design services as outlined in above document notwithstanding any additional works requested or required (as agreed upon by both parties) is **\$20,000.00+HST**.

CONTRACT SIGNATURES

CONSULTANT:

**Elliott Engineering Inc.
35 Cedar Street, Unit 2
Sault Ste. Marie, Ontario
P6B 2J2**



Signature – Stan Elliott, P. Eng, President.

May 30/18
Date

WITNESSED BY:



Signature – Patrick Giunti, Project manager

May 30, 2018
Date

CLIENT:

**The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1**

Mayor – Mr. Christian Provenzano

Date

Clerk – Mr. Malcolm White

Date

WITNESSED BY:

Signature
Title

Date

APPENDIX 'A'

Design Team

Mr. Stan Elliott, P.Eng – Senior Design Engineer

Mr. Stan Elliott is a senior design Engineer with an extensive background in Engineering and construction. Graduated: May 1997, Lakehead University, Bachelor of Engineering
Qualified as Professional Engineer in July 2001
Currently licensed in Ontario, Saskatchewan, Nunavut and North West Territories
Canadian Welding Bureau CAN/CSA W178.2 level II visual welding inspector
Ontario Ministry of Municipal Affairs and Housing, Large Buildings, Structural, and Legal certificates.

Mr. Elliott has worked on both small and large commercial, institutional and industrial projects for a variety of clients. Prior to entering the engineering field Mr. Elliott served a carpenter apprenticeship. That field experience has proven to be a valuable asset to the firm. Mr. Elliott is design Engineer, he is able to develop new concepts and deliver solutions. The type of engineering experience at Elliott Engineering Inc includes new buildings, additions to existing buildings of all styles, bridge inspection, bridge rehabilitation, shoring design, piling design, foundation design, overhead cranes, wood structure design and concrete structure design on a variety of industrial, commercial and institutional projects. For over 20 years Mr. Elliott has utilized finite element analysis (FEA) as a tool where appropriate for complicated design tasks unable to be analyzed using conventional methods. Mr. Elliott is a specialist in 3D design.

Mr. Aaron Elliott, B.Eng, EIT, Junior Design Engineer

Mr. Aaron Elliott is a junior design Engineer with an growing background in Engineering and construction. Mr. Elliott is bilingual in French, he is able to read and write in French.
Graduated: May 2013, McMaster University, Bachelor of Engineering
Working towards registration as Professional Engineer in June 2018

Mr. Elliott has worked for Elliott Engineering Inc. for almost 10 years in varying levels of responsibility. Mr. Elliott is a 3D specialist in the use of Revit, Inventor and other software. Mr. Elliott has significant site experience and is a very competent inspector. As a junior design Engineer, Mr. Elliott compliments our team with core knowledge in Engineering materials and design.

Mr. Pat Giunti, Senior Designer, Project Manager

Attended Sault College Architectural Technician program, 1987-1989
Mr. Giunti has worked for various Engineers and industrial fabricators. He has gained through his time in the field a wealth of experience. Previous employers include STEM Engineering Group, Kresin Engineering, Superior Industrial Rail, St. Mary's Paper, and Trivers Engineering. He has worked on both large and small projects within various disciplines and with functions as a contract manager, project coordinator and

architectural designer. Mr. Giunti also functions as an overseer in the office reviewing drawings that are to be issued for construction on a majority of projects.

Rates, Staff & General Project Liaison

Senior Engineer - P. Eng	Mr. Stan Elliott	\$175.00 / hr
Junior Engineer - EIT	Mr. Aaron Elliott	\$130.00 / hr
Project Manager & Liaison	Mr. Pat Giunti	\$105.00 / hr
Senior Designer	Mr. Pat Giunti	\$105.00 / hr
Technician / EIT	Mr. Laurie Genie	\$95.00 / hr

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-124

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Stem Engineering Group Incorporated to provide Engineering Services for replacement of the roof at the Transit Garage, 111 Huron Street.

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 2016 between the City and Stem Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is to provide Engineering Services for replacement of the roof at the Transit Garage, 111 Huron Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 11th day of June A. D. 2018

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to replace the roofing at the Transit Garage, 111 Huron Street, Sault Ste. Marie, Ontario.

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

- a) **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.
- b) **Services** – The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.7 are hereinafter called the 'Services'.
- c) **RFP** – N/A
- d) **Addenda** – an item of additional material, typically omissions, added
- e) **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.
- 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 per occurrence and in the aggregate for general liability and \$5,000,000 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 per claim and in the \$5,000,000 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.

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 no 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.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

3) 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 insistence 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 Consultant shall perform the Services expeditiously to meet the requirements of the Client 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 Not Applicable

1.23.2 Not Applicable

1.23.3 Not Applicable

1.24 Additional Conditions Not applicable

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Services provided by the Engineer will include

- Collect site information; includes review of available documentation and all necessary site visits,
- Meet with City Staff to determine and confirm requirements for replacement of the existing roof surfaces,
- Prepare high level construction budget,
- Prepare, distribute and administer drawing and specification packages for the roof replacement which will be distributed and tendered; includes identification of any work which might be within the jurisdiction of the Carpenters and Labourers Unions. Tender documents must be submitted for review by City Staff prior to issue,
- Provide two (2) complete sets of drawings and specifications to the City in printed format at the time of issue of the tender,
- Issue addendums (if required) during the tender period,
- Attend at the tender opening and collect copies of tenders submitted for review.
- Provide a recommendation based on the tenders received,
- Prepare and distribute three (3) copies of the CCDC-2 2008 Lump Sum Form of Contract
- Provide the City's Building Department with a Commitment to General Review Form so that a Permit can be obtained for the roof replacement,
- Obtain all necessary permits to satisfy all reporting requirements of regulatory authorities including Ministry of Labour – Notice of Project,
- Provide Contract Administration and Payment Certification during the replacement. Co-ordinate and inspect work of all contractors or subcontractors. Ensure that all contractors and subcontractors are adhering to City Health and Safety Policies and the Occupational Health and Safety Act. Conduct sufficient site inspection to ensure that the contractor's performance is in accordance with industry standards and project specifications. Certify to the City in writing that the contractor's work was completed in accordance with industry standards and project specifications after completion of construction,
- Conduct General Review Reports during repair, rehabilitation, or replacement to ensure it is proceeding in compliance to the drawings and specifications,
- Provide the City with General Review Reports during the replacement process,

Addendum- #1

- Other tasks as determined by the Proponent as required to undertake the Project.
- Review report previously prepared by MRW
- Design and specify a new access ladder between lowest and middle level of roof
- including a pre-design report outlining various roofing replacement options and budgets for the client to review and compare
- Design to make provisions for perimeter sloped insulation and address steel siding and flashing as required for a long-term water tight detail
- Skylights and replacements need to meet all regulations including OSHA Fall Protection Regulations
- Conduct an inspection of the steel structure below to ensure the historical leaking has not corroded the steel structure

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 are 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 Not applicable

3.2.2 Not Applicable

3.2.2.1 Not Applicable

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

3.2.4 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.

Refer to Fee Schedule – "Schedule A"

3.2.5 Not Applicable

3.3 Payment

3.3.1 Not applicable

3.3.2 Not applicable

3.3.3 Terms of Payment

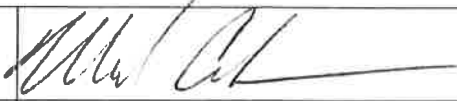
The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: STEM ENGINEERING GROUP INCORPORATED

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This ___ Day of _____, 20__

Signature	
Name	MARK COLEMAN, P. Eng.
Title	PRINCIPAL

THE CORPORATION OF CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This ___ Day of _____, 20__

Signature		Signature	
Name	CHRISTIAN PROVENZANO	Name	MALCOLM WHITE
Title	MAYOR	Title	CITY CLERK

ARTICLE 5 – ATTACHMENTS – N/A

SCHEDULE "A"

Fee Schedule

Fee Structure Schedule										
Person	Role	Time (%)	Cost	Total	Time Breakdown / Employee (hours)					
					RFP	Pre-Design	Design Development	Tender	Construction	
R. Beltramin P. Eng.	Engineer of Record	30%	\$ 6,160	44.00	4.40	13.20	8.80	8.80	8.80	
M. Caruso A.Sc.T.	Project Manager	47%	\$ 9,680	88.00	8.80	26.40	17.60	8.80	26.40	
T. Brown	Technician	15%	\$ 3,900	52.00	0.00	20.80	15.60	10.40	5.20	
J. Delplonty	Administration	4%	\$ 720	16.00	3.20	3.20	3.20	3.20	3.20	
		100%	\$ 20,460							
No. of anticipated Site Visits and Inspections during Construction	12									

Hourly Rate breakdown Included in Fee Offering

Engineer of Record	\$140
Project Manager/Senior Designer	\$110
Technician	\$75
Administration	\$45

Billable Disbursements excluded from Offering

Mileage	\$0.60 / kilometer
Printing	\$0.25 ea. / Letter colour print
	\$0.30 ea. / Tabloid of colour prints
	\$1.00 / square foot of B&W prints
	\$1.50 / square foot of colour prints

All disbursements will be invoiced at cost plus 5% administration

SUBMISSION OF

**Engineering Services for
Replacement of the Roof at the
Transit Garage, 111 Huron Street, SSM, ON**

FOR:

The Corporation of the City of Sault Ste Marie

PREPARED BY:

STEM Engineering Group Inc.
875 Queen Street E. Suite 2
Sault Ste. Marie, ON
P6A 2B3

(705)942-6628 tel
(705)942-7515 fax

DATE:

May 16, 2018

STEM Project No:

18106

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APPENDICES

- A: Project Schedule (1-page)
- B: Fee Schedule Breakdown (1-page)

The Corporation of the City of Sault Ste Marie
99 Foster Drive
Sault Ste Marie, ON
P6A 5X6

Attention: Tim Gowans
Manager of Purchasing

Subject: Transit Garage Roofing Replacements

STEM Engineering Group Incorporated (STEM) is a local Consulting firm capable of providing all the services required to assess, design and provide the contract administration for the Transit Garage roofing replacement. Included in our submission is a summary of our Key Personnel, Past Experience on Similar Projects (some of which completed for the Corporation), a detailed Work Methodology and Schedule. The information included in this proposal is only a highlight of the skills and services STEM provides for a successful project delivery.

The facility was visited on May 11, 2018 under the supervision of Bob Camirand. In addition to the scopes of work identified on the request for proposal documents, STEM will propose various concepts and options specific to the facility. Our methodology outlines a pre-design report deliverable to the Corporation which will address the critical components of the project in order for the Corporation to be able to make an informed decision on how to proceed. Our schedule outlines a very aggressive delivery of contract documents. This was done in order to get the roofing tenders issued as soon as possible to avoid saturated market conditions and associated higher construction costs.

Offer:

STEM has become thoroughly familiar with the request for proposal documents **including Addenda(s) 1**, and hereby propose to provide all services required to complete the work and agree to enter into a contract with the City of Sault Ste. Marie according to the requirements identified for the lump sum amount of:

Twenty thousand, Four Hundred Sixty Dollars

\$20,460.00 CDN

Declaration:

We the undersigned declare that:

- We have arrived at this bid without collusion with any competitor and are in all reports fair and without collusion or fraud.
- All bid form supplements called for by the Bid Documents form an integral part of this bid
- We will comply with the requirements as stated in the Bid Documents (ie. Safety Programs etc.)
- This bid is irrevocable and open for acceptance by the Client for a period of sixty (60 days)

Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the stipulated lump sum amount. The amount of the HST is:

Two thousand, Six Hundred Fifty Nine Dollars & Eighty Cents

\$2,659.80 CDN

Exclusions:

The following items are not included in the lump sum amount and will be billed at cost plus a 5% administration fee.

- Disbursements (ie. mileage, printing in addition to the documents outlined in the RFQ)
- Structural Analysis of the existing roof structure. Analysis is not required unless a heavier roof assembly than what currently is in place (ie. built-up roof) is preferred by the Client.
- Laboratory testing of any of the roofing components.
- Design of components not identified on the RFQ

Signatures:

The undersigned has the authority to bind the Proponent to the contents of the Proposal including pricing.



Name: Randy Beltramin P.Eng.
Title: Principal



Witness Name: Mark Caruso A.Sc.t.
Date: 17 May 2018

If you should have any questions regarding these matters or require any additional information, please contact us at your convenience. We look forward to working with you on this project.

Work Program Methodology

STEM Engineering Group Inc. has a good understanding of the project and the expectations of the Client. The roofing is well beyond its typical service life and causing chronic leaking throughout the building requiring repair, rehabilitation, or replacement in the immediate future.

STEM has the ability and staff to complete the disciplines of consulting work. On staff STEM employs engineers, project managers, technicians, junior designers and administrative support staff who work collectively to deliver the project design, tender and contract services.

The roofing replacements will require an investigation to collect the relevant site information. This will mainly be done by an extraction of core tests from the current roofing system and identifying all the current equipment located on the roof which will remain. From this information our team will provide recommendations to correct the problem with associated budgets. Once the client chooses an option, the final design will be tendered and administered.

Our team's plan of action is to prepare a design which satisfies the Client's specific needs, budgets and influencing factors specific to the site. The initial step of the design would be to meet with the Client to identify and integrate the Client's program with the design. At each milestone stage of the project, a hard copy of deliverables will be submitted to confirm the parameters of the design have been incorporated into the tender documents.

The majority of correspondence will be by email channeled through the project manager. User groups will be established so all involved parties are consistently up to date on communications. Email allows all involved to be up to date on circulating information. This also gives all parties a record copy of information exchanged.

The design and administration services will be performed according to OAA Document 600-2013 guidelines and the Professional Engineers of Ontario Act. The services will provide all the information required for bidders to tender and subsequently construct the project. The bid documents will be developed using computer software such as AutoCAD/Inventory and MS Suite.

During the construction phase our team will use a variety of methods to maintain quality control. We will utilize various means to gather information and to monitor the construction progress to ensure construction meets the minimum requirements of the design as well as work cooperatively and provide timely information to the Client to maintain the construction schedule. Our methods will include in person site visits and the use of digital photos. Through written reports, the Client will be up to date on the work progression, any issues and their required resolution.

We propose a work program methodology as follows:

Pre-Design Phase

- Implement an aggressive schedule of deliverables (contract documents) to minimize exposure to saturated market conditions
- Review any existing documentation (reports, etc.) available for each of the facilities
- Meet with City Staff to: determine and confirm requirements for repair, rehabilitation or replacement of the roofing. Based on the information known to date, it is unlikely any of the roofing can be repaired or rehabilitated. Identify any current issues or any redundant roof penetrations which may be removed
- Collect any existing drawings available for each of the facilities
- Visit the site to:
 - Identify any access restrictions
 - Assess each of the roofs during a rain event to identify any pooling or drainage concerns
 - Physically identify the existing roof assemblies on each of the facilities by means of a cut test
 - Identify any other problematic areas where water may penetrate
- Identify any:
 - Structural limitations; wind and dead-load
 - Design standards; OBC-thermal/fire, FM Global-Insurance requirements
 - Identify any environmental impacts; storm water run-off, solar reflective values, recycling
 - Identify any site logistics such as; disruption to daily activities, Indoor Air Quality, Hot Work, Contractor Programs
- Submit a pre-design brief to the Corporation addressing all the previous items and roofing replacement options and conditions to the client, specific for each site as well as associated Class-B construction budgets
- Allow the corporation 2-3 days to review pre-design brief and forward any concerns and ultimately choose a roofing system

Design Phase

- Complete all technical specifications using latest standards and software versions
- Complete all technical drawings using AutoCAD Mechanical 18
- Submit a 90% submission of the contract documents (drawings and technical specifications) to the Corporation addressing any received comments and the chosen roofing assembly.
- Allow the Corporation 2-3 days to review the submission and forward any concerns
- Submit the 100% contract documents (drawings and technical specifications) to the Corporation addressing any received comments.
- Prepare, distribute and administer drawing and specification packages for the roof repair, rehabilitation or replacement which will be distributed and tendered; includes identification of any work which might be within the jurisdiction of the Carpenters and Labourers Unions. Tender documents must be submitted for review by City Staff prior to issue,

- a technical package including drawings and specifications for the roof replacements which will be distributed and tendered. The package will address that The Corporation of the City of Sault Ste Marie" is bound to The Labourers International Union of North America Local 1036 and the United Brotherhood of Carpenters and Joiners Local 2486.

Tender Phase

- Advertise the project electronically
- Provide 3 complete sets of drawings and specifications to the City in printed format
- Distribute the tender documents electronically or make them available via hard copies
- Provide a 10-day tender period for Roofing Contractors
- Attend at the tender opening and collect copies of tenders submitted for review.
- Issue addendums (if required) during the tender period,
- Provide a recommendation to the Owner based on the tenders received,

Contract Administration Phase

- Prepare and distribute 3 copies of the CCDC-2 2008 Lump Sum Form of Contract,
- Provide the City's Building Department with a Commitment to General Review Form so that a Permit can be obtained for the roof repair, rehabilitation, or replacement,
- Obtain all necessary permits to satisfy all reporting requirements of regulatory authorities including Ministry of Labour – Notice of Project,
- Provide Contract Administration during the work
 - Co-ordinate and inspect work of all contractors or subcontractors. Ensure that all contractors and subcontractors are adhering to City Health and Safety Policies and the Occupational Health and Safety Act Conduct sufficient site inspection to ensure that the contractor's performance is in accordance with industry standards and project specifications. Certify to the City in writing that the contractor's work was completed in accordance with industry standards and project specifications after completion of construction,
- Conduct General Review Reports during construction to ensure it is proceeding in compliance to the drawings and specifications. It is our opinion visits to the site should be conducted multiple times daily during the first few days and daily or every second day thereafter.
- Provide the City with General Review Reports during the construction
- Provide roofing reviews throughout the duration of the installation
- Provide Payment Certification during the work including the requirements of substantial completion.

Contract Close-Out

- Deliver an operation manual including warranties, set of As-Built drawings and any documentation forming part of the contract documents.

CURRICULUM VITAE

RANDY BELTRAMIN, P. Eng.

QUALIFICATIONS

B. Sc. Civil Engineering, Queen's University, 1983

Licensed Member, Professional Engineers of Ontario

Designated Consulting Engineer, Professional Engineers of Ontario

Licensed Professional Engineer, State of Michigan

Experience

Mr. Beltramin is a founding Principal and Senior Engineer with STEM. He is an experienced building envelope specialist, having acquired a broad range of expertise during his past 30 years in the consulting field. Randy has worked with many building types including wood frame, masonry, concrete, and steel frame construction. Mr. Beltramin's responsibilities in these projects have included assessment and reporting of building envelope problems, design of repairs/upgrades, and cost estimate. He was also responsible for contract management, field review, drawings, specifications, and principal in charge of deliverables including scheduling/coordination of staff assigned to projects.

MARK CARUSO A.Sc.T.

QUALIFICATIONS

Certification to install and inspect single-ply PVC Sarnafil membrane

Roofing Technology, Maintenance and Inspection - Cindott Inc.

Roof Thermal and Moisture Design - RCI

Roof Drainage Design - RCI

FM Approvals: Setting the Standard in Third Party Certification - CRCA

The Realities of Reroofing with a Vegetating Roof - CRCA

Experience

Mark has 16 years of consulting experience which has provided him with the solid base for his present position as a project manager and senior technologist. With STEM he has been involved in numerous building science, new and retrofit commercial, institutional, residential, and industrial projects; fulfilling duties of project management, contract administration, specification writing, AutoCAD drafting/design, field inspection, and field investigations. Mark has proven his ability to produce professional design documents on time and on budget, then ensuring that construction is completed in accordance to the design documents.

As an established Technologist, Mark has studied and practiced to become a building envelope specialist. He is an associate member of RCI (an association of professional consultants who specialize in the inspection, specification and design of roofing, waterproofing and building envelope systems) and is currently fulfilling the requirements to be an accredited RRC (registered roof consultant); where there are only a select few registered in Northern Ontario.

TREVOR BROWN

Experience

Trevor has over twenty years of experience in the Architectural field. During this time he has been involved in numerous projects including new construction and retrofits of residential, commercial and institutional buildings in both the public and private sector. Mr. Brown's many responsibilities have included the collection of relevant site information, input into building design, preparation of detailed design documents, and to liaise with product manufacturers and contractors prior to, during and following the construction phase. Field reviews and progress documentation of projects under development have given him a vast knowledge of construction methods and materials.

Selected Past Experience on Similar Projects

The following is a selected list of past experience on similar projects recently completed. On all the projects Randy Beltramin was the engineer of record, Mark Caruso was the project manager/senior designer and the prime contact and Trevor Brown was the technician.

Project Name: Roofing Replacement	Year Completed: 2017
Client: Algoma Public School Board	Total Value - \$1,704,900
Location: White Pines C & V School	Duration - 3 Month
Total Size (sq. ft. GFA): 10,815m2 (116,112ft2)	Reference - David Ervin (705) 945-7308

Summary

STEM Engineering Group Inc. was responsible for the professional services components consisting of; Condition Assessment, Design, Tender and Contract Administration for the roofing recovery of a multi-storey, secondary school.

Highlights included; the use of an unmanned aerial vehicle equipped with a high-definition and interchangeable thermographic camera was used to scan and collect the building envelope data, re-use of the majority of underlying substrate and recycling of original single-ply PVC membrane.

Project Name: Roofing Replacement	Year Completed: 2016
Client: Infrastructure Ontario	Total Value - \$211,900
Location: 213 Bay Street	Duration - 2 Months
Total Size (sq. ft. GFA): 985m2 (10,600ft2)	Reference - Kim Zarichney

Summary

STEM Engineering Group Inc. was responsible for the three professional services components; Condition Assessment, Design, Tender and Contract Administration for the roofing replacement of a single storey, Tourist Information Centre. The new roofing system was a complete replacement consisting of mechanically fastened underlying substrate with an upgraded hot applied, built-up membrane and rubberized asphalt top pour and gravel cover backed by a 15-year full system warranty.

Project Name: Roofing Replacement	Total Size (sq. ft. GFA): 1,024m2 (11,029ft2)
Client: SNC Lavalin O&M	Year Completed: 2015
Location: 742 Great Northern Road, SSM OPP Detachment	Total Value - \$349,000
	Duration - 3 Months
	Reference - Julie Mathewson 1-807-624-2508

Summary

STEM Engineering Group Inc. was responsible for the professional services components consisting of; Condition Assessment, Design, Tender and Contract Administration for the roofing replacement of a single storey, OPP Detachment

Unit. The new roofing system was a complete replacement consisting of a combination mechanically fastened and adhered PVC membrane with mould resistant underlying substrates all backed by a 15-year full system warranty.

Project Name: Roofing Replacement

Client: City of Sault Ste Marie

Location: 235 Wellington St. W.

Steeltown Senior's Citizen

Total Size (sq. ft. GFA): 116m2 (1,250ft2)

Year Completed: 2015

Total Value - \$64,400

Duration - 2 Months

Reference - Virginia McLeod 705-759-5311

Summary

Summary: STEM Engineering Group Inc. was responsible for an Assessment to determine the most suitable roofing material to replace the existing PVC single ply membrane, Design, Tender and Contract Administration for the roofing replacement for the canopy of a single storey, Senior Citizen Complex. The roofing system consisted of a complete replacement consisting of a mechanically fastened PVC membrane and underlying substrates with a 15-year full system warranty.

Though this project was not large or complicated in size, it demonstrates a previous experience with the client resulting in positive results. It required an understanding and enforcement of any work which was within the jurisdiction of the Carpenters and Labourers Unions as well as the City's Contractor pre-Qualification Program.

Abbreviated List of Similar Project Experience

- Roofing Condition Assessment, Design, and Project Administration – OPP Detachment SSM
- Roofing Design, and Project Administration – Steeltown Senior's Complex SSM
- Roofing Feasibility Study - Museum SSM
- Roofing Condition Assessment, Design, and Project Administration - Cambrian Mall SSM
- Roofing Condition Assessment, Design, and Project Administration - Harbourview SSM
- Project Administration - CASS, Desbarats – 2015 Roofing Replacement and Retrofit
- Roofing Condition Assessment and Design – 100 James Street, SSM
- Roofing Condition Assessment, Design, and Project Administration, Columbian Towers, SSM,
- Roofing Condition Assessment, Design, and Project Administration, Travel Information Centre, SSM,
- Roofing Design and Project Administration, Phillips Haulage, SSM
- Code Compliance Review and Structural Analysis of SPM Roofing Retrofit - OCP, SSM
- Roofing Installation and EIFS Inspection and Project Administration, George Leach Centre, SSM
- Roofing Design, Inspection and Project Administration, New Guy's Auto Body, SSM
- Roofing Installation Inspection and Project Administration, Wishart Library, SSM
- Roofing Installation Inspection and Project Administration, Windsor Park Hotel, SSM
- Code Compliance Review, Structural Analysis, Design, and Project Administration for multiple buildings SSM, Ontario

Fee Structure Schedule									
Person	Role	Time (%)	Cost	Total	Time Breakdown / Employee (hours)				
					RFP	Pre-Design	Design Development	Tender	Construction
R. Beltramin P. Eng.	Engineer of Record	30%	\$ 6,160	44.00	4.40	13.20	8.80	8.80	8.80
M. Caruso A.Sc.T.	Project Manager	47%	\$ 9,680	88.00	8.80	26.40	17.60	8.80	26.40
T. Brown	Technician	19%	\$ 3,900	52.00	0.00	20.80	15.60	10.40	5.20
J. Delplonty	Administration	4%	\$ 720	16.00	3.20	3.20	3.20	3.20	3.20
		100%	\$ 20,460						
No. of anticipated Site Visits and Inspections during Construction	12								

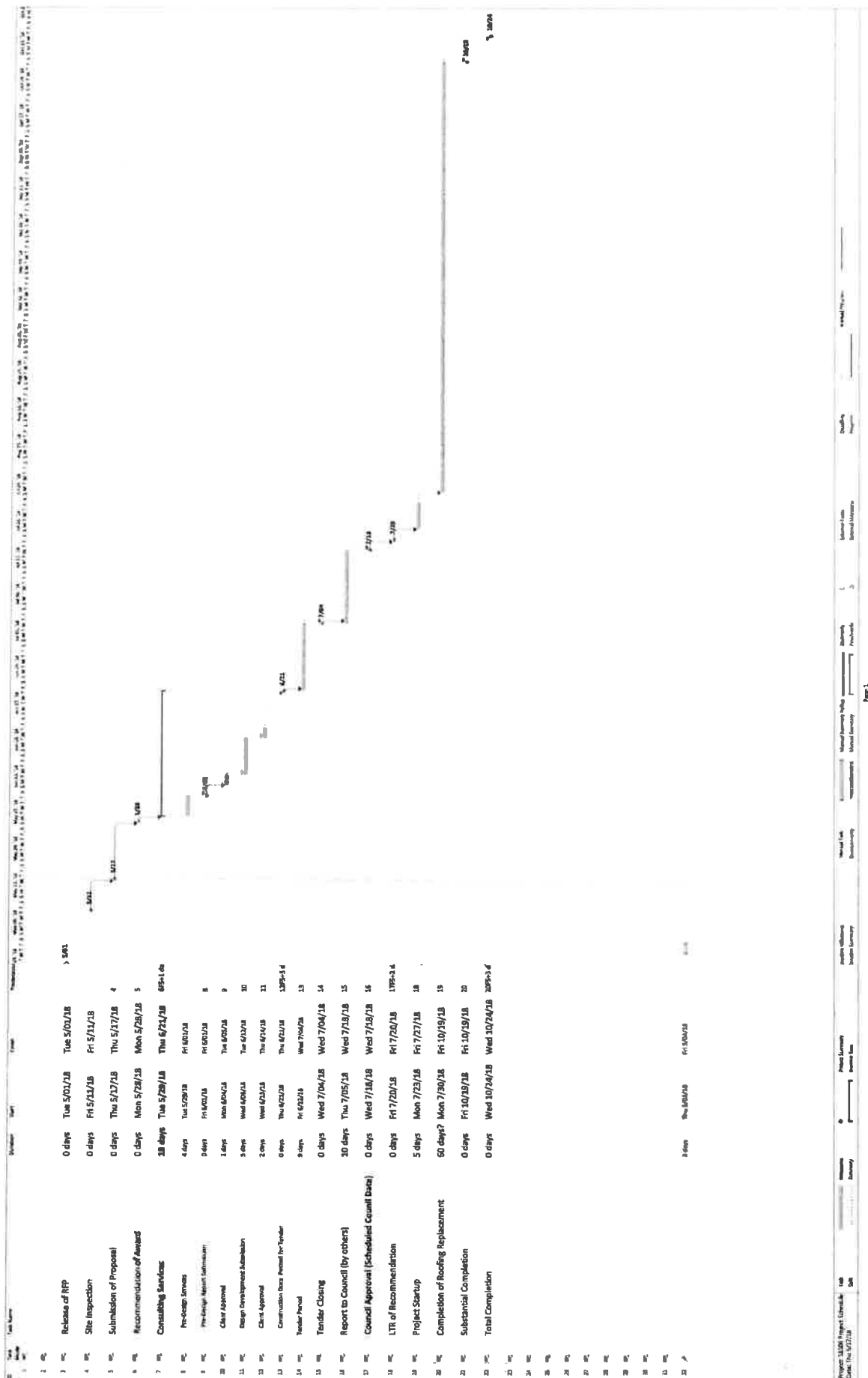
Hourly Rate breakdown Included in Fee Offering

Engineer of Record	\$140
Project Manager/Senior Designer	\$110
Technician	\$75
Administration	\$45

Billable Disbursements excluded from Offering

Mileage	\$0.60 / kilometer
Printing	\$0.25 ea. / Letter colour print
	\$0.30 ea. / Tabloid of colour prints
	\$1.00 / square foot of B&W prints
	\$1.50 / square foot of colour prints

All disbursements will be invoiced at cost plus 5% administration



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-125

PROPERTY SALE: (AG169) A by-law to declare the City owned property legally described as PT PIN 31511-0310 (LT) PT RESERVE BLOCK 31, PLAN 1M589, BEING PT 2 1R13362; CITY OF SAULT STE. MARIE being a 1' reserve in the Fox Run Subdivision as surplus to the City's needs and to authorize the disposition of the said property to Sal-Dan Developments Limited or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Sal-Dan Developments Limited or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2018-125

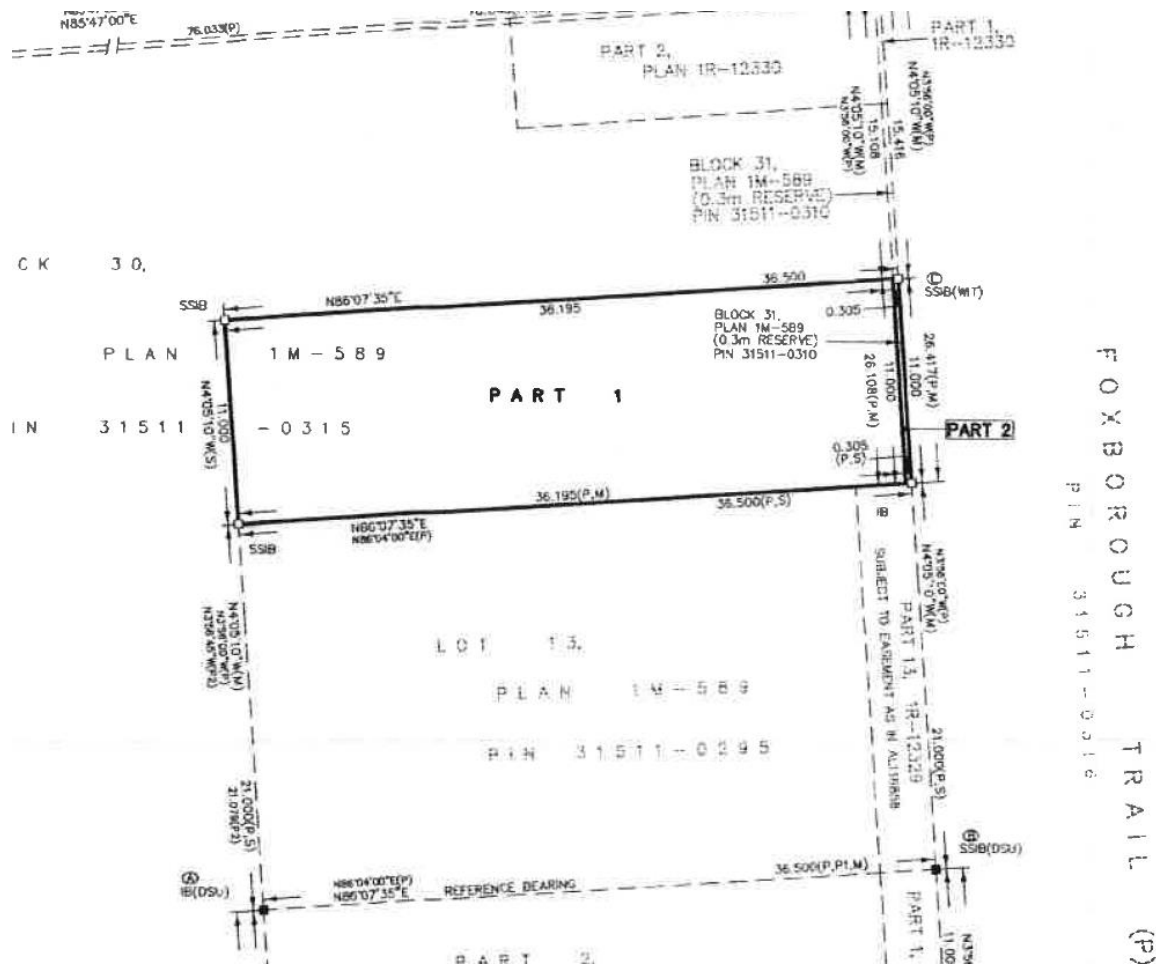
PURCHASER: SAL-DAN DEVELOPMENTS LIMITED

PROPERTY: 1' RESERVE (FOXBOROUGH TRAIL)

LEGAL DESCRIPTION: PT PIN 31511-0310 (LT)
PT RESERVE BLOCK 31, PLAN 1M589, BEING PT 2
1R13362; CITY OF SAULT STE. MARIE

CONSIDERATION: ONE (\$1.00) DOLLAR (SUBJECT TO USUAL
ADJUSTMENTS)

Part of Plan 1R-13362



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-126

ZONING: A by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for a part of the lands known municipally as 87, 95, 107 Huron Street (1188004 Ontario Inc.).

WHEREAS in 2012, pursuant to Sections 34 and 36 of the *Planning Act*, R.S.O. 1990, c.P.13, the Council for the Corporation of the City of Sault Ste. Marie (the “City”) passed By-law 2012-189 which amended Zoning By-laws 2005-150 and 2005-151 concerning lands located at 75 Huron Street (the “Lands”), by rezoning the said Lands from M.3 (Heavy Industrial) zone to C.3.-H.S. (Riverfront Zone) with a “Holding Provision” and with a “Special Exception” to permit additional specified uses to those uses permitted in a Riverfront Zone;

AND WHEREAS By-law 2012-189 provides that the “Holding Provision” shall only be removed by the Council for the City pursuant to Section 36 of the *Planning Act*, R.S.O. 1990, c.P.13 only after certain issues were addressed to the satisfaction of City Council;

AND WHEREAS on May 28, 2018, the Council for the City approved the Report of the Community Development and Enterprise Services Department dated May 28, 2018 (the “Report”) concerning Application No. A-11-18-Z (the “Application”) which Report recommended that City Council approve the Application which sought the removal of the Holding Provision against a part of the Lands, namely those lands and premises comprising the Lands’ former St. Mary’s Paper site (Subject Property), which Subject Property was identified and marked as the “Area to be Rezoned” on the Subject Property Map attached as Map 15, 16/2-25 to the said Report;

AND WHEREAS the Council for the City is empowered to enact this By-law by virtue of the provisions of Section 36 of the *Planning Act*, R.S.O. 1990, c.P.13;

AND WHEREAS notice of removal of the Holding Provision has been provided in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 36 of the *Planning Act*, R.S.O. 1990, c.P.13 and amendments thereto, **ENACTS** as follows:

1. **REMOVAL OF THE HOLDING PROVISION – PART OF LANDS COMPRISING ALL OF 87 AND 107 HURON STREET AND PART OF 95 HURON STREET (BEING THE SERVICES CORRIDOR WHERE 1188004 ONTARIO INC. IS DOMINANT)**

- (a) Schedule “A”, Maps 15,16/2-25 to Zoning By-law 2005-150 is hereby amended by removing the Holding “H” Provision from the Subject Property, which lands are outlined and marked as the “Area to be Rezoned” on Map 15, 16/2-25 attached hereto as Schedule “A” to this By-law.
- (b) Schedule 320 to Zoning By-law 2005-151 is hereby amended by removing the Holding “H” Provision from the Subject Property, which lands are outlined and marked as the “Area to be Rezoned” on Map 15, 16/2-25 attached as Schedule “A” to this By-law.
- (c) City Zoning By-laws 2005-150 and 2005-151 are hereby amended to give effect to the foregoing and shall in all other respects remain in full force and effect.

2. **SCHEDULE “A”**

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

3. **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.

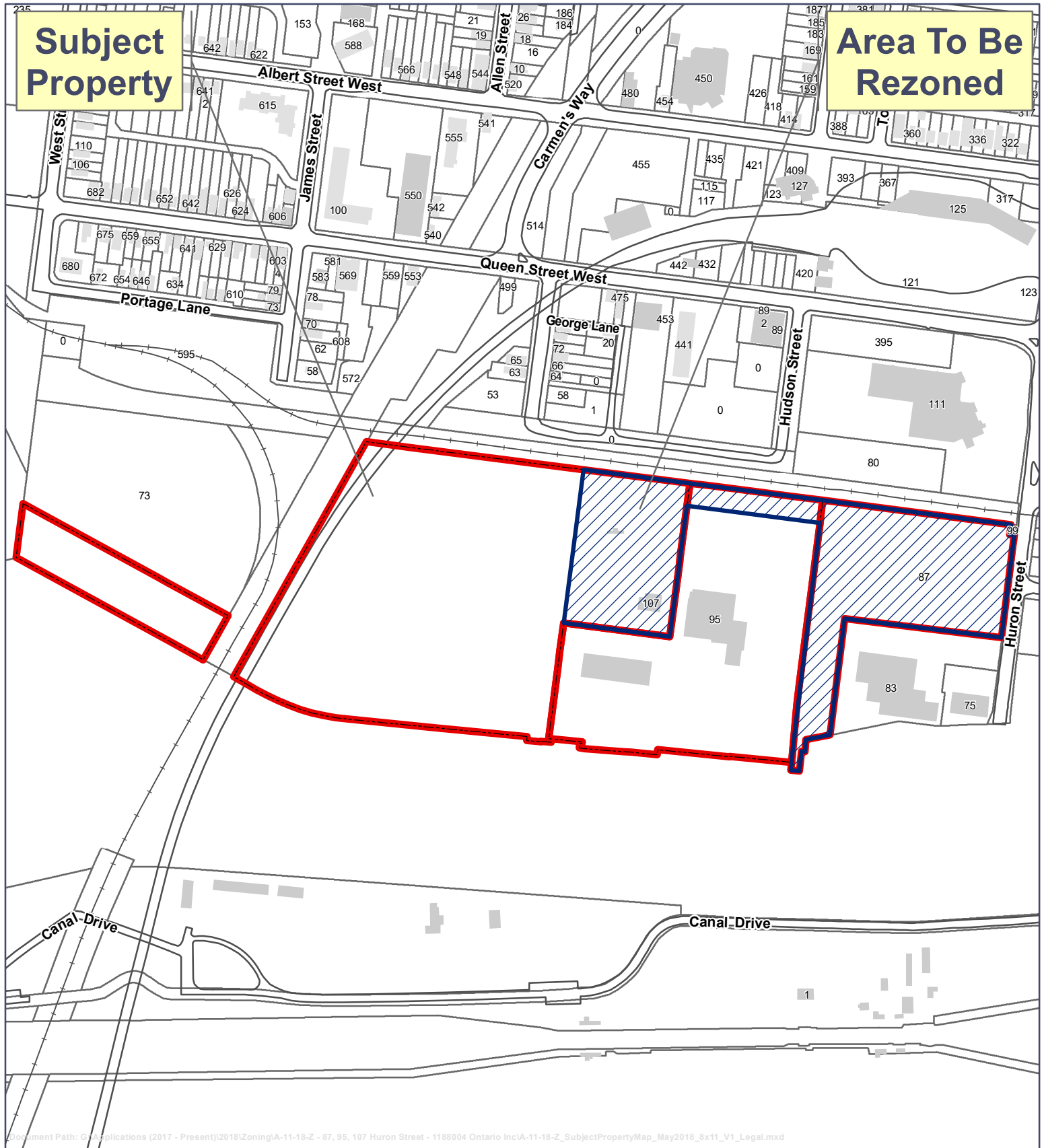
4. **EFFECTIVE DATE**

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

PASSED in Open Council this 11th day of June, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



Document Path: G:\Applications (2017 - Present)\2018\Zoning\A-11-18-Z - 87, 95, 107 Huron Street - 1188004 Ontario Inc\A-11-18-Z_SubjectPropertyMap_May2018_8x11_V1_Legal.mxd

Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legal Department Reference Schedule "A"	City of Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
Property Information Civic Address: 87, 95, 107 Huron Street Roll No.: Multiple Map No.: 15, 16 / 2-25 Application No.: A-11-18-Z Date Created: May 01, 2018	Legend Area Subject to Rezoning Subject Property: 87, 95 & 107 Huron Street Parcel Fabric	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-131

APPOINTMENTS: (H3) A by-law to appoint Municipal By-Law Enforcement Officers and Provincial Offences Officers to enforce City animal control by-laws.

WHEREAS the City has an existing agreement with the Sault Ste. Marie Humane Society for the enforcement of animal control by-laws;

AND WHEREAS the effective enforcement of the said by-laws and statute requires the appointment of Municipal By-law Enforcement Officers and Provincial Offences Officers;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O 1990, chapter p.15 and amendments thereto, **ENACTS** as follows:

1. **MUNICIPAL BY-LAW ENFORCEMENT OFFICERS AND PROVINCIAL OFFENCES OFFICERS**

The following persons are appointed as Municipal By-law Enforcement Officers and Provincial Offences Officers for the purpose of enforcing animal control by-laws for The Corporation of the City of Sault Ste. Marie and the *Dog Owner's Liability Act*, R.S.O. 1990 c. D.16 and any successors thereto:

Wendy Corbett
Sherri Hicks
Blair Kunkel
Cindy Ross
Laura Smith

2. **BY-LAW 2018-99 REPEALED**

By-law 2018-99 is hereby repealed.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2018\\2018-131 Humane Society Enforcement Officers.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-132

REGULATIONS: (R1.1) A by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 14, 2018 to 7:00 a.m. on June 15, 2018.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the Korah Relay for Life fundraiser at Korah Collegiate and Vocational School from 7:00 p.m. on June 14, 2018 to 7:00 a.m. on June 15, 2018 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-132 - Relay for Life Noise Exemption.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2018-121

LANE CLOSING & CONVEYANCE: (PR7.1) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Cornwall and York Subdivision, Plan 703.

WHEREAS the lane more particularly described as PIN 31562-0409 (LT) LANE PL 703 TARENTORUS W OF LT 365 TO LT 376; SAULT STE. MARIE, in the Cornwall and York Subdivision, Plan 703 was established as a public lane and assumed for public use by By-law 2013-190;

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

1. **LANE CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The lane more particularly described as Part of PIN 31562-0445 (LT) PT LANE PL 703 TARENTORUS W OF LOTS 365 TO LOTS 376; SAVE AND EXCEPT PT 1 1R13367; SAULT STE. MARIE in the Cornwall and York Subdivision, Plan 703, 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 City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EASEMENTS TO BE RETAINED**

The lane is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 11th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF
THE BY-LAW. IT IS FOR INFORMATION
PURPOSES ONLY.

