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

Monday, July 16, 2018
4:30 pm
Council Chambers
Civic Centre

Pages

1. Adoption of Minutes 18 - 31

Mover Councillor S. Butland
Seconder Councillor J. Krmpotich
Resolved that the Minutes of the Regular Council Meeting of 2018 06 25 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 S. Butland
Seconder Councillor O. Grandinetti
Resolved that the Agenda for 2018 07 16 City Council Meeting as presented be approved.

5. Proclamations/Delegations

5.1 Pridefest

Susan Rajamaki, Chair, Sault Pride

5.2 Social Services Awareness Week

Mike Nadeau, Chief Administrative Officer, District of Sault Ste. Marie Social

Services Administration Board

5.3 **Ermatinger Clergue National Historic Site 2017 Annual Report** 32 - 37

Kathy Fisher, Curator

5.4 **Waste Management**

Felicia Forbes, CUPE National Representative

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

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich
Resolved that all the items listed under date 2018 07 16 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 **Correspondence**

6.1.1 **International Bridge Letter of Support** 38 - 39

A sample letter of support is attached.

Mover Councillor P. Christian

Seconder Councillor O. Grandinetti
Resolved that Mayor Provenzano be requested to write a letter (in the form attached) to the U.S. Department of Transportation supporting the Sault Ste. Marie Bridge Authority's application for federal funding of the bridge widening project at the south U.S. end of the Sault Ste. Marie International Bridge.

6.1.2 **Lottery and Gaming Pursuit Project Update – Sault Ste. Marie Innovation Centre** 40 - 41

Memorandum from the Chief Administrative Officer regarding Lottery and Gaming Pursuit Project Update – Sault Ste. Marie Innovation Centre is attached for the information of Council.

6.2 **Outstanding Resolutions** 42 - 47

6.3 **Recruitment of New City Solicitor** 48 - 54

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor P. Christian

Seconder Councillor O. Grandinetti
Resolved that Council authorize the vacancy that will be created out of the announced departure of City Solicitor Nuala Kenny, and that such vacancy be

filled by way of the selection process described in the City's Guidelines as including internal and external applicants. Further that Council appoints one of its members to the Selection Committee to assist in the selection of the next City Solicitor, who will be ultimately appointed by By-Law by City Council on the recommendation of the Chief Administrative Officer.

6.4 Retention of Restructuring Lawyer Fee Update 55 - 56

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that the report of the Chief Administrative Officer dated 2018 07 16 regarding approval of an additional $35,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve

6.5 Truth and Reconciliation Committee 57 - 59

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

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich
Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 07 16 concerning Truth and Reconciliation Committee be received and that the mandate of the proposed Truth and Reconciliation Committee be transferred to the Bawating Advisory Circle.

6.6 Unsold Tax Sale Properties for Social Housing 60 - 62

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 07 16 regarding unsold tax sale properties for social housing be received as information.

6.7 Tender for One (1) Self-Propelled Ice Resurfacing Machine 63 - 65

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

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2018 07 16 be received and that the tender for the supply and delivery of one (1) self-propelled ice resurfacing machine, as required by the Community Services Department, be awarded to The Zamboni Company Ltd. at their total tendered price of $86,556.50 plus HST after the trade-in allowance is applied be approved.

6.8 Tender for Two (2) 40-Foot Low-Floor Passenger Buses (2018CDE-CS-TR-08-T) 66 - 68

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

Mover Councillor P. Christian

Seconder Councillor O. Grandinetti
Resolved that the report of the Manager of Purchasing dated 2018 07 16 be received and that the tender for supply and delivery of Two (2) 40-foot low floor passenger buses, as required by the Community Services Department, be awarded to Nova Bus, a Division of Volvo Group Canada Inc., at their total tendered price of $544,603.00 plus HST, per unit.

6.9 Downtown Development Projects 69 - 126

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

The relevant By-law 2018-154 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

Mover Councillor P. Christian

Seconder Councillor O. Grandinetti
Resolved that the report of the Director of Planning and Enterprise Services dated 2018 07 16 concerning Downtown Development be received and that:

1. Requests for proposals to complete a wayfinding strategy be issued at a cost not to exceed $65,000;
2. An action plan document with cost estimates for each project be prepared in partnership with the Community Development Roundtable's Downtown Development team and in consultation with the Downtown Association and the public at an estimated cost of $40,000 (NOHFC funding); and that The Planning Partnership be sole-sourced to prepare the action plan document;
3. Hauser be sole-sourced to construct 20 large moveable planters at a cost not to exceed $40,000 (from previous NOHFC funding) to compensate for the loss of street trees.

6.10 Municipal Challenge Greenhouse Gas (GHG) Fund 127 - 129

A report of the Director of Community Services, Community Development and

Enterprise Services, is attached for the consideration of Council.

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that the report of the Director of Community Services, Community Development and Enterprise Services dated 2018 07 16 concerning the Municipal Challenge GHG Fund Grant be received and that Council approve the grant submission.

6.10.1 Additional Information *130 - 130*

A memo from the Director, Community Services is attached for the information of Council.

6.11 FutureSSM Project Update 131 - 184

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

The relevant By-laws 2018-157 and 2018-158 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 06 16 regarding Future SSM project be received and that Council confirm the City's total financial commitment over the duration of the project ($1,358,468) and commit to cover any potential cost overruns of the project (as per NOHFC's funding requirements).

6.12 Federation of Canadian Municipalities Climate Change Staff Grant 185 - 187

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 07 16 concerning the Federation of Canadian Municipalities Climate Change staff grant be received and that the recommended $31,250 be allocated from the Green Committee Reserve to provide 20% of eligible project expenditures.

6.13 Donation – Rotary Club of Sault Ste. Marie 188 - 189

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

The relevant By-law 2018-155 is listed under item 11 of the Agenda and will

be read with all by-laws listed under that item.

6.14 Employment and Social Development Canada Enabling Accessibility Fund – Grant Application 190 - 191

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

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich
That the report of the Manager of Recreation and Culture dated 2018 07 16 concerning Enabling Accessibility Fund – Grant Application be received and that staff be authorized to apply to the Employment and Social Development Canada – Enabling Accessibility Fund to construct a new accessible ramp for the Seniors Drop In Centre on Bay Street.

6.15 Rental Housing Incentive Program – 9 192 - 195

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

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that the report of the Director of Planning and Enterprise Services dated 2018 07 16 concerning the Rental Housing Incentive Program be received and that City Council authorize a four-year incremental tax rebate program (75%, 75%, 50%, 25%) for 17 rental units to be constructed at 537 Trunk Road subject to:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction, and
2. After the rebate program is completed, the full municipal taxes will apply.

6.16 Sale of Surplus Property – 205 Greenfield Drive – Bids Received 196 - 198

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

The relevant By-law 2018-153 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.17 McNabb Street to Gladstone Avenue Project – Great Lakes Honda – 415 Pim Street 199 - 201

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

The relevant By-law 2018-145 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.18 Vehicle for Hire – New Rates – Additional Information 202 - 212

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

The relevant By-law 2018-160 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.19 Huron Street Pump Station Engineering

213 - 214

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that the report of the Land Development and Environmental Engineer dated 2018 07 16 concerning the Huron Street pump station be received and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.

6.20 Great Northern Road/Second Line Traffic Studies

215 - 217

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

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich
Resolved that the report of the Design and Construction Engineer dated 2018 07 16 concerning the Great Northern Road/Second Line Traffic Studies be received and that the recommendations be used for planning future traffic improvements.

6.21 Five-Year Capital Road Reconstruction Plan (2019-2023)

218 - 224

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

Mover Councillor P. Christian

Seconder Councillor O. Grandinetti
Resolved that the report of the Director of Engineering dated 2018 07 16 regarding the five-year capital roads plan be received as information.

6.22 Pedestrian Crossover Facilities

225 - 231

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

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that the report of the Design and Construction Engineer dated 2018 07 16 concerning Pedestrian Crossover Facilities be accepted and that the recommendations to adopt the Ontario Traffic Manual Book 15 Pedestrian

Crossover Types B through D as the City's standard for pedestrian crossing facilities be approved.

6.23 2018 Biennial Bridge Inspections – Engineering Agreement 232 - 233

A report of the Municipal Services Engineer is attached for the consideration of Council.

The relevant By-law 2018-159 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.24 Traffic By-law – Annual Review 2018 234 - 237

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that the report of the Director of Public Works dated 2018 07 16 be accepted and that Council direct the Legal Department to bring forward the appropriate bylaw amendments at a later date.

6.25 Preliminary Report of the Integrity Commissioner *238 - 240*

A preliminary report of the Integrity Commissioner is attached for the information of Council.

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich
Resolved that the preliminary report of the Integrity Commissioner dated 2018 07 16 concerning Request for Investigation – Code of Conduct for Members of Council and Local Boards be received as information.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Historic Sites Board 2017 Annual Report – Ermatinger Clergue National Historic Site 241 - 256

A report of the Curator, Old Stone House is attached for the consideration of Council.

Mover Councillor P. Christian

Seconder Councillor O. Grandinetti

Resolved that the report of the Curator, Old Stone House dated 2018 07 16 concerning Historic Sites Board: Annual Report 2017 for the Ermatinger Clergue National Historic Site be received as information.

7.4 Public Works and Engineering Services

7.4.1 Contract Award for Waste Collection Services

257 - 261

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

Mover Councillor P. Christian

Seconder Councillor J. Krmpotich
Resolved that the report of the Director of Public Works dated 2018 07 16 concerning contract award for waste collection services be received and that:

- staff be directed to proceed with the provision of waste collection service via a hybrid model (50% contractor and 50% City); and
- the contract be awarded to Green For Life; and
- the funding of carts be approved using the Landfill Reserve for upfront initial acquisition of $1,642,566 including HST with an annual repayment from the tax levy to replenish the Landfill Reserve of approximately $165,000; and
- two (2) new collection vehicles to be purchased in 2018 from the Public Works Equipment Reserve for $700,000 to be funded from the uncommitted funds available.

7.4.1.1 Material Submitted by CUPE

262 - 305

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-8-18-Z 188 Kohler Street – 1890685 Ontario Inc. (c/o Ruscio Masonry & Construction)

306 - 324

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that the report of the Senior Planner dated 2018 07 16 concerning Rezoning Application A-8-18-Z be received and that Council rezone the western half of the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit a 2-storey, 16-unit apartment building, in addition to the uses permitted in an R3 Zone, subject to the following special provisions:

- That a 1.8m visually solid wood fence be erected across the rear lot line, adjacent to the proposed parking area.
- That the portion of the property to be rezoned be deemed subject to Site Plan Control.

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

7.7.2 Economic Growth Community Improvement Plan 325 - 339

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

The relevant By-law 2018-152 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

7.7.2.1 Additional Information *340 - 341*

Correspondence is attached for the information of Council.

7.8 Boards and Committees

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that the following persons be nominated to the Sault Ste. Marie Innovation Centre Board of Directors:

7.8.1 Sault Ste. Marie Innovation Centre 342 - 343

A report of the Sault Ste. Marie Innovation Centre is attached for the consideration of Council.

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that the following persons be nominated to the Sault Ste. Marie Innovation Centre Board of Directors: Asima Vezina, Chris Wray, Dr. Ron Common and the Deputy CAO Community Development and Enterprise Services.

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

8.1 Nuala Kenny

Mover Councillor S. Myers

Seconder Councillor S. Butland
Whereas City Solicitor Nuala Kenny joined the City of Sault Ste Marie Legal Department in 1995; and

Whereas in her capacity she has served the Corporation very well and Whereas Ms. Kenny has provided critical guidance to Mayor and Council on numerous files over the years;

Now Therefore Be It Resolved that Mayor and Council express gratitude to Nuala for her work with the City and wish her much success and happiness in her future endeavours.

8.2 Ian McMillan Retirement

Mover Councillor S. Myers

Seconder Councillor S. Butland
Whereas Ian McMillan has been the Director of Tourism for the Sault Ste. Marie Economic Development Corporation since 2001 and will be retiring at the end of July; and

Whereas Ian has developed and delivered a number of tourism marketing initiatives for our community that have brought recognition at the Federal and Provincial levels; and

Whereas these programs have had a direct economic impact on Sault Ste. Marie and area;

Now Therefore Be It Resolved that Mayor and Council express our gratitude to Ian for his work and wish him much success and enjoyment in his retirement and any future endeavors.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that all By-laws under item 11 of the Agenda under date 2018 07 16 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 2018-145 (Agreement) Great Lakes Honda Easement

344 - 355

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-145 being a by-law to authorize the execution of the Agreement between the City and Sault North Auto Ltd. o/a Great Lakes

Honda for the registration of a City easement and the transfer and leaseback of certain City owned lands be passed in open Council this 16th day of July, 2018.

11.1.2 By-law 2018-146 (Agreement) Naming, Advertising and Sponsorship Rights for GFL Environmental Inc. 356 - 386

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-146 being a by-law to authorize the execution of the Agreement between the City and GFL Environmental Inc. for the Naming, Advertising and Sponsorship Rights for the indoor venue, currently named the Essar Centre be passed in open Council this 16th day of July, 2018.

11.1.3 By-law 2018-147 (Agreement) Beer Pouring Rights for Molson Coors Canada Inc. 387 - 397

Council Report was passed by Council resolution on June 25, 2018.

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-147 being a by-law to authorize the execution of the Agreement between the City and Molson Coors Canada Inc. for the Beer Pouring Rights at the Sault Ste. Marie Event Centre, soon to be rebranded as the GFL Memorial Gardens be passed in open Council this 16th day of July, 2018.

11.1.4 By-law 2018-149 (Regulations) Tomasic Wedding Noise Exemption 398 - 398

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-149 being a by-law to exempt the wedding of Meeka Tomasic at 5 McGregor Avenue on August 11, 2018 from 5:00 p.m. to 1:00 a.m. from Noise Control By-law 80-200 be passed in open Council this 16th day of July, 2018.

11.1.5 By-law 2018-151 (Zoning) 100 Estelle Street 399 - 401

Council Report was passed by Council resolution on June 25, 2018.

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-151 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 100 Estelle Street (1972659 Ontario Ltd. – Gervasi) be passed in open Council this 16th day of July, 2018.

11.1.6 **By-law 2018-152 (Industrial Community Improvement Plan)** 402 - 414

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-152 being a by-law to designate the entire municipality of the City of Sault Ste. Marie as a Community Improvement Project Area and to implement and adopt the Sault Ste. Marie Economic Growth Community Improvement Plan be passed in open Council this 16th day of July, 2018.

11.1.7 **By-law 2018-153 (Property Sale) 205 Greenfield Drive Ontario Aboriginal Housing** 415 - 416

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-153 being a by-law to authorize the sale of surplus property being civic 205 Greenfield Drive and abutting walkway, legally described in PINS 31566-0037 and 31566-0038 to Ontario Aboriginal Housing Support Services Corporation be passed in open Council this 16th day of July, 2018.

11.1.8 **By-law 2018-154 (Agreement) Northern Ontario Heritage Fund Corporation Funding** 417 - 453

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-154 being a by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation for various downtown development initiatives be passed in open Council this 16th day of July, 2018.

11.1.9 **By-law 2018-155 (Agreement) Rotary Club Donation for Splash Pad** 454 - 456

A report from the Manager of Recreation &Culture is on the Agenda.

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-155 being a by-law to authorize the Agreement between the City and The Rotary Club of Sault Ste. Marie for the donation in the amount of Twenty Thousand ($20,000.00) Dollars for splash pad development at Bellevue Park be passed in open Council this 16th day of July, 2018.

11.1.10 **By-law 2018-156 (Agreement) Land Ambulance Service** 457 - 480

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-156 being a by-law to authorize the execution of the Agreement between the City and District of Sault Ste. Marie Social Services Administration Board for the Land Ambulance Service Contract for the District of Sault Ste. Marie be passed in open Council this 16th day of July, 2018.

11.1.11 **By-law 2018-157 (Agreement) NOHFC Funding for FutureSSM** 481 - 516

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-157 being a by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation for funding for the FutureSSM project be passed in open Council this 26th day of June, 2018.

11.1.12 **By-law 2018-158 (Agreement) FedNor Funding for FutureSSM** 517 - 544

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-158 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for funding for the FutureSSM project be passed in open Council this 16th day of July, 2018.

11.1.13 **By-law 2018-159 (Agreement) 2018 Biennial Bridge Inspections** 545 - 562

A report from the Municipal Services Engineer is on the agenda.

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-159 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for the inspection of municipal bridges and major outdoor structures be passed in open Council this 16th day of July, 2018.

11.1.14 **By-law 2018-160 (Taxis) Amend Taxi By-law 2011-161** 563 - 564

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-160 being a by-law to amend Schedule "A" to By-law 2011-161 (A by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles) be passed in open Council this 16th day of July, 2018.

11.1.15 ***By-law 2018-161 (Agreement) Algoma District School Board*** *565 - 586*

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-161 being a by-law to authorize the execution of the Agreement between the City and Algoma District School Board to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) and to repeal By-law 2018-91 be passed in open Council this 16th day of July, 2018.

11.1.16 ***By-law 2018-162 (Agreement) Huron-Superior Catholic District School Board*** *587 - 608*

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-162 being a by-law to authorize the execution of the Agreement between the City and Huron-Superior Catholic District School Board to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) be passed in open Council this 16th day of July, 2018.

11.1.17 ***By-law 2018-163 (Agreement) Conseil Scolaire de District Catholique du Nouvel-Ontario*** *609 - 630*

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-163 being a by-law to authorize the execution of the Agreement between the City and Conseil Scolaire de District Catholique du Nouvel-Ontario to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) be passed in open Council this 16th day of July, 2018.

11.1.18 ***By-law 2018-164 (Agreement) Conseil Scolaire Public du Grand Nord de l'Ontario*** *631 - 652*

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

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2018-164 being a by-law to authorize the execution of the Agreement between the City and Conseil Scolaire de District du Grand Nord de l'Ontario to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) be passed in open Council this 16th day of July, 2018.

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

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

11.3.1 By-law 2017-195 (Lane Closing) Harris & Buckley Subdivision - 281 Sixth Avenue 653 - 656

Council Report was passed by Council resolution on October 10, 2017.

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti
Resolved that By-law 2017-195 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Harris & Buckley Subdivision, Plan M30 be read the THIRD time in open Council and passed this 16th day of July, 2018.

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

13. Closed Session

Mover Councillor P. Christian

Seconder Councillor O. Grandinetti
Resolved that this Council proceed into closed session regarding:

- a proposed acquisition of property;
- two proposed dispositions of property;
- labour relations or employee negotiations
- potential litigation

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; section 239 (2)(d) labour relations or employee negotiations; and section 239 (2)(e) potential litigation.)

14. Adjournment

Mover Councillor S. Butland

Seconder Councillor J. Krmpotich
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, June 25, 2018
4:30 pm
Council Chambers
Civic Centre

Present:	Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor L. Turco, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor O. Grandinetti
Officials:	A. Horsman, M. White, T. Vair, Larry Girardi, P. Johnson, Nuala Kenny, S. Schell, D. McConnell, D. Elliott, B. Lamming, C. Rumiel, C. Pascall, T. Vecchio

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1. Adoption of Minutes

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

Resolved that the Minutes of the Regular Council Meeting of 2018 06 11 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 R. Niro – Property Tax Appeals

Family member named on list.

3.2 Councillor R. Niro – Sault College iE3 Project Economic Diversification Fund Agreement

Family member employed by Sault College.

3.3 Councillor R. Niro – Fire Master Plan By-laws

Family member employed by Fire Services.

3.4 Councillor R. Niro – By-law 2018-127 (Appointment) Deputy Fire Chief Operations, Training and Logistics

Family member employed by Fire Services.

3.5 Councillor R. Niro – By-law 2018-128 (Appointment) Fire Prevention Officers

Family member employed by Fire Services

3.6 Councillor R. Niro – By-law 2018-129 (Fire Services) Delegation of Authority of the Fire Chief

Family member employed by Fire Services

3.7 Councillor R. Niro – By-law 2018-139 (Appointment) Deputy Fire Chief Fire Prevention, Public Education and Emergency Management

Family member employed by Fire Services

3.8 Councillor R. Niro – By-law 2018-138 (Agreement) Sault College Funding

Family member employed by Sault College.

3.9 Councillor M. Shoemaker – Sault College iE3 Project Economic Diversification Fund Agreement

Member of the Sault College Board of Directors.

3.10 Councillor M. Shoemaker – By-law 2018-138 (Agreement) Sault College Funding

Member of the Sault College Board of Directors.

4. Approve Agenda as Presented

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

Resolved that the Agenda for 2018 06 25 City Council Meeting and Addendum as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Police Chief Swearing In

Chief Hugh Stevenson was in attendance to be officially sworn in as Chief of the Sault Ste. Marie Police Service.

5.2 Update on Current Social Services Initiatives

Mike Nadeau, Chief Administrative Officer, District of Sault Ste. Marie Social Services Administration Board was in attendance.

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

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

Resolved that all the items listed under date 2018 06 25 – Agenda item 6 – Consent Agenda and the Addendum be approved as recommended.

Carried

6.2 Council Travel

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

Resolved that Councillor L. Turco be authorized to travel to Ottawa for 2 days in August for an AMO Board meeting at an estimated cost to the City of $1,100.

Carried

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

Resolved that Councillor L. Turco be authorized to travel to Ottawa for 3 days in August for the AMO Annual Conference at an estimated cost to the City of $2,250.

Carried

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

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for one day in June for a meeting with Noront at a cost to the City of $660.

Carried

6.3 Land Ambulance Service – One Year Extension

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

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

Resolved that City staff be directed to work with District of Sault Ste. Marie Social Services Administration Board to effect a one-year extension of the current Land Ambulance Services Agreement on the same basic terms along with adjustments for City administration costs, found in the current contract and report back in Q1 2019 on options for delivery of land ambulance services going forward.

Carried

6.4 Property Tax Appeals

Councillor R. Niro declared a conflict on this item. (Family member named on list.)

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

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

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 06 25 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act.*

Carried

6.5 Registration of Tax Arrears Certificates and Sale

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

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

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 06 25 be received and that the City Tax Collector be authorized to commence tax sale proceedings in accordance with the *Municipal Act 2001*.

Carried

6.6 Sault College iE3 Project Economic Diversification Fund Agreement

Councillor R. Niro declared a conflict on this item. (Family member employed by Sault College.)

Councillor M. Shoemaker declared a conflict on this item. (Member of the Sault College Board of Directors.)

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

The relevant By-law 2018-138 is listed under item 11 of the Minutes.

6.7 Bulk Purchase of Ice and Classroom Time – Huron-Superior Catholic District School Board

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

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

Resolved that the report of the Director, Community Services – Community Development and Enterprise dated 2018/06/25 be received.

A by-law authorizing execution of the agreement will appear on a future Council agenda.

Carried

6.8 Pouring Rights – Essar Centre/GFL Memorial Gardens

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

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

Resolved that the report of the Director, Community Services, Community Development and Enterprise Services dated 2018 06 25 be received and that staff be directed to enter into an agreement with Molson Coors for a three-year period generating $111,000 in pouring rights; with Molson Coors supplying cups ($4,000 annual value) and purchasing one one-night suite rental per season ($2,000 annual value).

A by-law authorizing execution of the agreement will appear on a future Council agenda.

Carried

6.9 Restaurant/Lounge Space at John Rhodes Community Centre

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

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

Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2018 06 25 be received and an RFP be conducted to select a new operator for a restaurant/lounge space.

Furthermore Be It Resolved that if no successful bids are received that the City operate the facility from September 2018 to May 2019 and report back to Council.

Carried

6.10 Request for Financial Assistance for National/ International Sports Competitions – Sault Surge Aquatic Team

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

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

Resolved that the report of the Manager of Recreation and Culture dated 2018 06 25 concerning Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that a $400 financial assistance grant for the Sault Surge Aquatic Team for financial assistance to attend the 2018 Canadian Junior Swimming Championships to be held in Winnipeg, Manitoba from July 25 to July 30, 2018 in the amount of $400 be approved.

Carried

6.11 2018 Concrete Curb and Sidewalk Program

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

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

Resolved that the report of the Director of Public Works dated 2018 06 25 concerning Public Works 2018 curb and sidewalk program be received as information.

Carried

6.12 Northern Avenue EA – Notice of Completion

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

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

Resolved that the report of the Director of Engineering dated 2018 06 25 concerning the Northern Avenue Environmental Assessment Notice of Completion be received as information.

Carried

6.13 2018 Biennial Bridge Inspections

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

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

Resolved that the report of the Director of Engineering dated 2018 06 25 be received and that the City enter into an agreement for professional services with STEM Engineering for 2018 biennial bridge inspections for the fee of $31,500.

Carried

6.14 Aqueduct Repairs – Contract 2018-10E

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

The relevant By-law 2018-140 is listed under item 11 of the Minutes.

6.15 Huron Street at Wellington Street Intersection – Traffic Signal Removal

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

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

Resolved that the report of the Design and Construction Engineer dated 2018 06 25 be received and that staff be directed not to replace traffic signals at the Huron Street and Wellington Street West intersection but instead install a stop sign at Huron Street in accordance with the attached drawing by Tulloch Engineering.

Carried

6.16 Economic Growth Community Improvement Plan 2018

The report of the Planning Director was received by Council.

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

Resolved that the report of the Planning Director dated 2018 06 25 concerning the Economic Growth Community Improvement Plan be received and that staff be directed to give public notice of the proposed Economic Growth CIP in accordance with the provisions of the *Planning Act* for this matter to be considered by Council at the July 16 meeting.

Carried

6.17 Fire Master Plan By-laws

Councillor R. Niro declared a conflict on this item. (Family member employed by Fire Services.)

The report of the Fire Chief is attached for the consideration of Council.

The relevant By-laws 2018-127, 2018-128, 2018-129 and 2018-139 are listed under item 11 of the Minutes.

6.18 Naloxone Agreement between Algoma Public Health and the City of Sault Ste. Marie

The report of the Fire Chief was received by Council.

The relevant By-law 2018-130 is listed under item 11 of the Minutes.

6.19 Housekeeping – Standard Encroachment Agreement

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

The relevant By-law 2018-141 is listed under item 11 of the Minutes.

6.20 Housekeeping – Transient Traders and Peddlers By-law

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

The relevant By-law 2018-133 is listed under item 11 of the Minutes.

6.21 Rotary Club of Sault Ste. Marie Tree Planting Partnership

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

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

Resolved that the report of the Manager of Recreation and Culture dated 2018 06 25 concerning Rotary Club of Sault Ste. Marie Tree Planting Partnership be received and that the planting of trees on mutually agreed upon municipal land and the provision of in-kind services for implementation of the initiative be approved in principle.

A by-law authorizing execution of an agreement will appear upon a future Council Agenda.

Carried

6.1 Correspondence

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

Resolved that Sault Ste. Marie City Council supports a proposal from the Sault Ste. Marie Innovation Centre, Sault Ste. Marie Economic Development Corporation, Algoma University,

Invasive Species Centre and the Central Ontario Section of the Canadian Institute of Forestry to host Tree Canada's Canadian Urban Forest Conference in 2020.

Carried

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-8-18-Z – 188 Kohler Street – 1890685 Ontario Inc. (c/o Ruscio Masonry & Construction Limited)

The report of the Senior Planner was received by Council.

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

Resolved that the report of the Senior Planner dated 2018 06 25 concerning Rezoning Application A-8-18-Z be received and that Council postpone this application to 2018 07 16 to allow the applicant to further review potential development options.

Carried

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

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

Resolved that the report of the Senior Planner dated 2018 06 25 concerning Rezoning Application A-12-18-Z be received and that Council approve the application and rezone the subject property in the following manner:

1. That the northeast portion of the subject property, shown as *'Additional Future Low Density Residential Development'* on the attached maps, be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3).
2. That the remainder of the property be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to permit:

- Up to 25 dwelling units within the existing building footprint upon the property in addition to the uses permitted in an R3 Zone.
- A 1.5m fence to be erected in a front yard.
- Required parking to be located in an exterior side yard.

Further that the property be deemed subject to Site Plan Control, pursuant to Section 41 of the *Planning Act*.

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

Carried

7.8 Boards and Committees

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

8.1 Landfill Accessibility

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

Whereas there are individuals within the community who cannot drive due to disabilities which prevent them from being able to dispose of hazardous material at the City's landfill site; and

Whereas at present the City does not have a process to assist those with disabilities to access the landfill site; and

Whereas it is desirable that City services, wherever possible, enable independent living to all residents; and

Whereas the City has a mandate to eliminate barriers;

Now Therefore Be It Resolved that appropriate staff be requested to report as to options to enable those who cannot safely dispose of hazardous materials at the City's landfill site, including anticipated costs that may be incurred. The report may consider:

1. Options of having "neighbourhood" hubs that are accessible by this specific group for the disposal of hazardous material;
2. Working closely with the Transit parabus team that currently supports citizens with disabilities for a possible solution;
3. Consider researching into a limited number of "pick-ups" for those deemed to have disabilities that cannot drive to the city's landfill site.

And, further that the report be submitted prior to consideration of the 2019 budget.

Carried

8.2 Support of Supersize Lock

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

Whereas the Canadian and American locks are the only marine connection between Lake Superior and the lower Great Lakes; and

Whereas recently there have been several positive announcements stating the construction of the “superlock” is a priority for the US Corps of Engineers; and

Whereas the committee on Armed Services Report on the National Defense Authorization Act of 2019 passed the US House the week of May 30, 2018 by a vote of 351-66, urging the Corps of Engineers and all involved executive branch to expedite the process toward construction; and

Whereas the state of Michigan will set aside $50 million in its 2019 budget to cover its potential share of a $1 billion project to build a new supersize shipping lock; and

Whereas the construction of the supersize lock would have significant positive economic impact on both the US and Canadian economies; and

Whereas there is strong potential that local Canadian businesses, contractors, and labour would be needed to complete one of the largest Michigan projects; and

Whereas Sault Ste. Marie Canada's support of construction of the supersize lock would provide a positive message to our American neighbours, especially to the Sault Ste. Marie Michigan Mayor and Council, who are our counterparts in ensuring prosperity exist for both twin cities;

Now Therefore Be It Resolved that Council support the building of the supersize lock by providing a letter of support as required and to offer any additional support that may be appropriate to Sault Ste. Marie Michigan Mayor and Council, which may include participating in summits and/or future meetings.

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

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

Resolved that all By-laws under item 11 of the Agenda under date 2018 06 25 be approved, save and except by-laws 2018-127, 2018-128, 2018-129, 2018-138 and 2018-139.

Carried

11.3 By-law 2018-137(Streets) Rename A Portion Of Ontario Avenue

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

Resolved that By-law 2018-137 being a by-law to rename a portion of Ontario Avenue between Pine Street and Upton Road be read the FIRST and SECOND time in open Council this 25th day of June, 2018.

Carried

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

11.1.1 By-law 2018-127 (Appointment) Deputy Fire Chief Operations, Training and Logistics

Councillor R. Niro declared a conflict on this item. (Family member employed by Fire Services.)

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

Resolved that By-law 2018-128 being a by-law to appoint Stuart Cole as Deputy Fire Chief Operations, Training and Logistics be passed in open Council this 25th day of June, 2018.

Carried

11.1.2 By-law 2018-128 (Appointment) Fire Prevention Officers

Councillor R. Niro declared a conflict on this item. (Family member employed by Fire Services)

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

Resolved that By-law 2018-128 being a by-law to appoint Dan Fraser, Rocco Celetti, Paul Antonello and Carlo Provenzano as Fire Prevention Officers for the purpose of enforcing By-law 81-404 and By-law 2009-82 be passed in open Council this 25th day of June, 2018.

Carried

11.1.3 By-law 2018-129 (Fire Services) Delegation of Authority of the Fire Chief

Councillor R. Niro declared a conflict on this item. (Family member employed by Fire Services)

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

Resolved that By-law 2018-129 being a by-law to delegate the authority of the Fire Chief of the City of Sault Ste. Marie to designated staff members of the Sault Ste. Maire Fire Services be passed in open Council this 25th day of June, 2018.

Carried

11.1.7 By-law 2018-138 (Agreement) Sault College Funding

Councillor R. Niro declared a conflict on this item. (Family member employed by Sault College.)

Councillor M. Shoemaker declared a conflict on this item. (Member of the Sault College Board of Directors.)

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

Resolved that By-law 2018-38 being a by-law to authorize the execution of the Agreement between the City and Sault College of Applied Arts and Technology for the contribution to the construction project of the Institute for Environment Education and Entrepreneurship (iE3) program be passed in open Council this 25th day of June, 2018.

Carried

11.1.8 By-law 2018-139 (Appointment) Deputy Fire Chief Fire Prevention, Public Education and Emergency Management

Councillor R. Niro declared a conflict on this item. (Family member employed by Fire Services)

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

Resolved that By-law 2018-139 being a by-law to appoint Paul Milosevich as Deputy Fire Chief Fire Prevention, Public Education and Emergency Management be passed in open Council this 25th day of June, 2018.

Carried

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

11.4 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 O. Grandinetti
Seconded by: Councillor S. Butland

Resolved that this Council proceed into closed session regarding an acquistion of property and a disposition of property;

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

(*Municipal Act R.S.O. 2002 – section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality)*

Carried

14. Adjournment

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

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

ANNUAL REPORT 2017





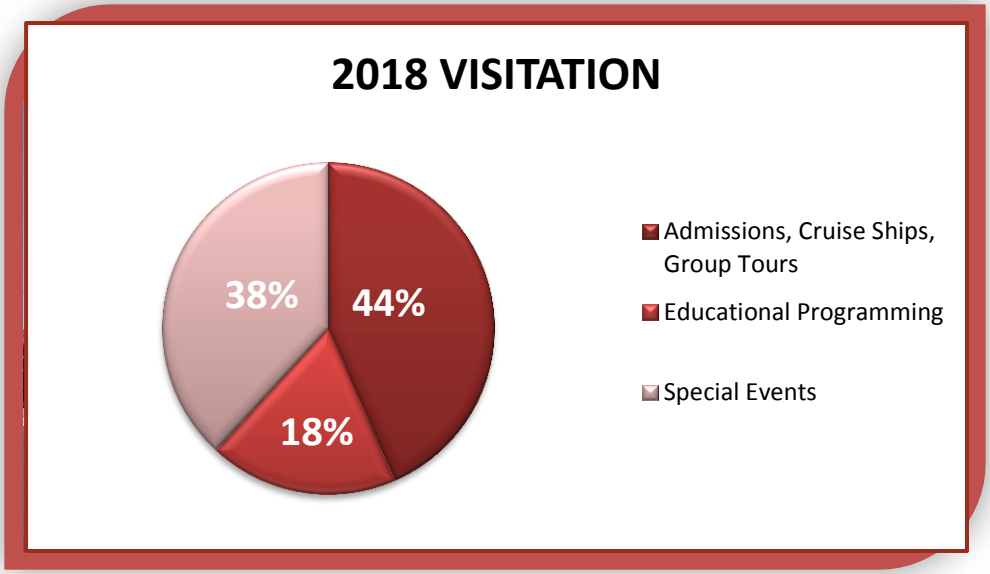
ERMATINGER•CLERGUE
NATIONAL HISTORIC SITE

Executive Summary

- 2017 was a year to be proud. The Historic Sites Board and staff, hosted not only Canada 150, but a year of growth and development.
- Visitation could not have been achieved without the promotion from our Tourism Partners, and the new marketing tactics of social media.
- Attendance increased dramatically, resulting in the highest visitation in a decade.
- Greater attendance from Bus Tours, Cruise Ships and our Canada 150 events.
- We celebrated the development of the Group of Seven package, Fringe Festival, Culture Days, Lobster fest, Multicultural Day, and Canada Day Parade of Paddles.







General Visitors	
- General Site Visitors	Total: 4404
- Cruise Ships	Total: 2398
- Group of Seven Program – Road Scholar & Gt. Can. Tour	Total: 464
Packages sold by Tourism Sault Ste. Marie	
- Train Tours Packages & On line tickets / Passes	Total: 577
Educational Programs – Curriculum	Total: 2884
Adult Programming – Fridays by the Fire & Workshops	Total: 752
Private Bookings for Heritage Culinary Experiences	Total: 249
Special Events (Rendezvous, Lilac & Lavender) & ECNHS hosted Themed Dinners	Total: 8059
Non-paying visitors to Gift Shop / 4Culture Pass / Memberships	Total: 1330
Venue Rentals	
GRAND TOTAL	21107











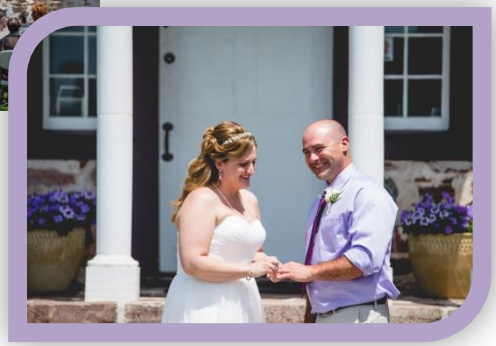


PARTNERS:

EXAMPLES OF GREAT PARTNERSHIPS 2017

- **Jr. Gardener Program with many - horticultural, clean north, Library & City gardeners**
- **Indigenous Communities – IFC, Algoma U., Garden River, Métis**
- **Downtown Association**
- **White Pines C&VS – Gr 12 History Class, Arts & Culture High Skills Major students, and grade 10 Civics class**
- **And of course all of the other cultural institutions that partner with us in Culture Days, Multicultural Day, and the Canada 150 events.**





Venue Rentals

Find us on: facebook®

Establishing Social Media

ACTIVE network™

Establishing on line Registrations



Operating the Gift Shop
Net Profit = $10,000 in 2017

ANNUAL REPORT 2017



On behalf of the Historic Sites Board 2017, we thank everyone, and the many organizations that promoted, partnered, and contributed to our great year! To City Council this is your National Historic Site.



ERMATINGER•CLERGUE
NATIONAL HISTORIC SITE

The Honorable Elaine Chao, Secretary
U.S. Department of Transportation
1200 New Jersey Ave., S.E.
Washington, D.C. 20590

Re: **DTOS59-18-RA-BUILD1 FY 2018 National Infrastructure Investments**
Sault Ste. Marie International Bridge Widening, Sault Ste. Marie, Michigan

Dear Secretary Chao:

The purpose of this letter is to offer support for the Sault Ste. Marie Bridge Authority application for federal grant funding of the bridge widening project at the south U.S. end of the International Bridge, located in Sault Ste. Marie Michigan. The Authority is applying for a grant through the U.S. Department of Transportation BUILD1-FY18 Grant Program for National Infrastructure Investments. The completion of this project will significantly enhance border efficiency and movement of vehicles at Michigan's northern border port-of-entry, at the north terminus of Interstate-75. This bridge widening will provide earlier separation and queueing of commercial vehicles on the bridge, and dramatically increase overall operational efficiency and security for the U.S. Customs and Border Protection (CBP) border station at the Sault Ste. Marie International Bridge.

The Sault Ste. Marie International Bridge is a key trade and commerce gateway serving the cities of Sault Ste. Marie Michigan and Ontario respectively, the State of Michigan, and the nation. The Sault Ste. Marie International Bridge is the only U.S.-Canada border crossing within a 600 mile length of the border. An average of $1.71 billion in trade and 1.8 million vehicles cross the bridge annually.

Passenger and commercial vehicles are queued together on the two-lane bridge entering the U.S. single lane of entry which disrupts the traffic flow and efficiency of the U.S CBP plaza operations. A cost-effective solution to this issue is the construction of two additional 460-foot-long U.S. bound lanes on the south end of the bridge to allow for earlier traffic separation and improved traffic flow. The regional economy is heavily reliant upon unimpeded bridge traffic, and _____ is a strong supporter of this important project.

This project will help open untapped potential to enhance trade and tourism, create jobs, and help boost our economically disadvantaged community, which had an average 2018 unemployment rate of 9.4%. Better mobility at the border can only help the development of industry and jobs in our area and will facilitate the flow of vehicles and commercial goods across the border. The proposed addition of two U.S. bound bridge lanes feeding the U.S. CBP plaza will make it easier for business to efficiently and securely flow across the border, and throughout the Great Lakes industrial corridor.

In recent years, the Sault Ste. Marie Bridge Authority have engaged _____ in planning for this project. The Authority has demonstrated an inability to cover the $10.1M project cost through bridge toll revenue. Toll rates that would be required to support this project would impede cross border traffic and trade, be unsustainable, and result in a substantial decline

in toll revenue, thus negatively impacting the local and regional economic growth of Sault Ste. Marie and the State of Michigan. Funding from the BUILD1-FY18 Grant Program would enable a major improvement to this nationally significant bridge and port-of-entry, with positive economic benefits for cross-border commerce and economic growth for the Sault Ste. Marie region.

Thank you for your consideration. If you have any questions, please contact me at (___) ___-_____ or _____@___.com

Sincerely,

The Corporation of the City of Sault Ste. Marie

Office of the Chief Administrative Officer

Al Horsman

July 10, 2018

MEMORANDUM

To: Mayor and Council

Re: Lottery & Gaming Pursuit Project Update – Sault Ste. Marie Innovation Centre

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At its meeting of October 13, 2015 Council approved a $750,000 allocation from the Economic Diversity Fund (EDF) to the Sault Ste. Marie Innovation Centre (SSMIC) as the City's contribution share of the three year $2.8 million Lottery and Gaming Pursuit Project. As part of its approval, Council requested regular report backs by SSMIC regarding the initiative. Council further charged the City CAO with monitoring the activities being undertaken as well as work with SSMIC official where changes or realignment of priorities was deemed necessary and report back to Council in this regard.

Since the project was first approved a lot of changes in the lottery and gaming industry as well as within SSMIC have occurred. Ontario Lottery and Gaming announced it would not be pursuing a modernization process for its lottery operations instead concentrating on the gaming side. Gateway Casinos was announced last year as the winning proponent for the northern gaming bundle including Sault Ste. Marie. The SSMIC Executive Director departed for the City of Sault Ste. Marie to act as Deputy CAO, Community Development and Enterprise Services and for various reasons could not be replaced until just recently. And the gaming industry during this period continued to experience rapid technological change. In short, the lottery and gaming landscape had altered significantly from when the SSMIC Lottery and Gaming Pursuit Project was first established and a refocusing was deemed necessary as a result.

In consideration of the many factors impacting the original objectives for the Pursuit initiative, the City CAO and Deputy CAO, Community Development and Enterprise Services met with officials at SSMIC including the SSMIC Board Executive to discuss options for realigning the initiative's objectives to reflect the changed lottery and gaming environment and insure a continued business value proposition. It was agreed through these discussions that the City would provide its perspectives to the incoming SSMIC Executive Director to consider when assessing all aspects of the SSMIC organization including the Lottery and Gaming Pursuit Team.

The conclusion of the SSMIC Executive Director's assessment of the lottery and gaming initiative specifically was that a new value proposition now existed and the project needed to be re-profiled to extend its runway and concentrate on achieving hard business outcomes. City administration was consulted regarding this assessment and concurred with the approach. On July 3, 2018 the Lottery and Gaming Pursuit Team was reorganized resulting in a streamlining of the resources and shift in priorities. SSMIC and City staff are now working to achieve success under this new framework that will include seeking support from the other funding partners in stretching the project out over a longer timeframe with new deliverables.

The first step in working together is a sit down with the SSMIC Executive Director early next month to review a detailed action plan and key deliverables. This will be followed by a presentation by SSMIC to Council on the project in early Q4 2018. In the meantime, this memo has been written to keep apprised of the activities taking place per the direction provided by Council when it first approved this project at its meeting of October 13, 2015.

For Council's information.

Al Horsman
Chief Administrative Officer
Corporation of the City of Sault Ste. Marie

AH/av

Outstanding Council Resolutions
as at June 30, 2018

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Column2	Sponsored By
19-Nov-12	EDC	Film and television production	EDC			Report – film and television production in Sault Ste. Marie		T. Sheehan L. Turco
4-Feb-13	EDC	International marketplace	EDC			Preliminary study on possible development of an international marketplace on or near the waterfront, in proximity to the downtown core		P. Christian S. Butland
9-Feb-15	EDC/Innovation Centre	Crowdfunding	EDC			Report on a strategy to improve crowdfunding opportunities		T. Sheehan J. Hupponen
9-Mar-15	EDC	Evolution of Community Development	EDC		To be integrated in the Strategic Planning process	Destiny Sault Ste. Marie to undertake actions identified in March 9, 2015 report to determine viability of True Growth proposal.		M. Shoemaker R. Romano
13-Apr-15	Corporate Services	Board/Committee Appointment Process	M. White	Q3 2018		Report as to feasibility of requiring criminal record checks for persons appointed or nominated to boards and committees.		M. Shoemaker R. Romano
11-May-15	CD&ES	Northern Community Centre	T. Vair	Q3 2018	Currently working w. consultants to provide estimates along w. PSI collaboration	Investigate and report – potential timeframes for completion of Phase 3, Northern Community Centre and estimated costs for construction; also to examine provincial and federal government funding programs		M. Shoemaker J. Krmpotich
8-Jun-15		Animation Cel Collection				Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.		S. Butland S. Myers
10-Aug-15	CD&ES	Public Art Policy	T. Vair	Q4 2018		Recommend next steps in adopting a public art policy (including graffiti).		S. Butland S. Myers
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q3 2018	See also 26 Sept 2016 request for survey of parks usage	Analysis of number of parks		
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q3 2018		Analysis elimination of outdoor rinks		
11-Apr-16	EDC	Province of Ontario "Vacation Villages"	I. McMillan			Review and report back regarding the potential for Sault Ste. Marie to host a vacation village.		S. Butland P. Christian
11-Apr-16	Corporate Services	Truth and Reconciliation Committee	M. White	Q3 2018		Canvass First Nations community for membership on an advisory committee on how best to achieve the objectives for municipal governments as recommended in the Truth and Reconciliation Report.		S. Myers M. Shoemaker
26-Sep-16	CD&ES	Parks Usage	T. Vair	Q2 2017 methodology Q3 2018 report	See also 22 March 2016 request for analysis of number of parks	Survey as to usage of parks		M. Shoemaker S. Butland
26-Sep-16	Legal	Ridesharing Services	N. Kenny	Q3 2018		Reviewing current regulations on local taxi-cab and limousine industry, analyzing ridesharing regulations, engaging community and industry stakeholders throughout the process, and reporting back to Council on a plan of action.		J. Hupponen R. Niro

Outstanding Council Resolutions
as at June 30, 2018

26-Sep-16	Legal	Changes to Highway Traffic Act	N. Kenny	Q3 2018		Further to June 22, 2015 resolution – report Sept. 26, 16 re: impact of changes to laws regarding ATVs, distracted driving, school bus safety and bicycling - by-law and report	
7-Nov-16	CD&ES	Community Pride Initiative	T. Vair	Q3 2018	Tied to Future SSM project, funding and promotion strategy	Review and report as to potential structure, activities and costs of a Community Pride Initiative (further to reports of Planning Division and Mayor regarding community development (Nov 7/16)	R. Romano P. Christian
21-Nov-16	CD&ES	Long Term Tax Policy (Industrial Tax Policy)	D. McConnell	Q2 2018	Report 25 June 2018. CIP to be considered 16 July 2017.	Investigate and report as to the feasibility of implementing an Industrial Community Improvement Plan	M. Bruni S. Myers
21-Nov-16	Corporate Services	Employee Innovation Program	M. White	Q3 2018		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth
12-Dec-16	CD&ES	Community Engagement and Planning Advisory Committee (Protocol)	D. McConnell	Q3 2018		Create a community engagement protocol for all types of development approvals	R. Romano P. Christian
23-Jan-17	Corporate Services	Posting of Expenses to Website	S. Schell M. White	Q3 2018		Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back	M. Shoemaker S. Hollingsworth
8-May-17	CD&ES	Report on Community Improvement Plans and Tax Increment Equivalent Grant Programs	D. McConnell	Q2 2018	Report 25 June 2018. CIP to be considered 16 July 2017.	Review and report on the feasibility, costs and potential benefits of implementing Community Improvement Plans for all properties in the City in the industrial and commercial classes.	P. Christian S. Butland
8-May-17	CD&ES	Downtown Sault Ste. Marie	D. McConnell	Q3 2018	Working w BIA on strategy	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids	P. Christian S. Butland
29-May-17	Fire Services	Cost Recovery for Fire Services	P. Johnson	Q3 2018		Report outlining: Ontario cities that have cost-recovery fire services by-laws; what services are charged for in which cities and how much each service is charged out at; analysis of percentage of calls that are chargeable calls vs. non-chargeable calls; revenue broken down by service; any limitations imposed by law on what types of services can be cost-recovered and the amounts that may be charged; estimate of potential revenue the City could expect if it imposes a cost-recovery by-law.	M. Shoemaker P. Christian

Outstanding Council Resolutions
as at June 30, 2018

26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair N. Kenny	Q3 2018		Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
26-Jun-17	Corporate Services	Vacant Council Seat	M. White	Q1 2019	To be presented to 2018-2021 Council.	Report with recommended policies and procedures that can be adopted to deal with future Council vacancies	P. Christian M. Shoemaker
21-Aug-17	Legal	No Parking on Saddle Crescent (etc.)		Q3 2018		Report on options to reduce or eliminate occurrences of hospital patrons and/or hospital staff parking on Saddle Crescent and other adjacent/abutting streets.	M. Shoemaker J. Hupponen
11-Sep-17	Legal	Red Pine Drive	N. Kenny	Q3 2018		Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M.Shoemaker J. Krmpotich
25-Sep-17	Legal	Surplus Municipal Property	N. Kenny	Q3 2018		Review and inventory all City-owned property and determine which properties can be declared surplus and listed for sale, and to bring back a proposal to City Council on declaring such land surplus and listing it for sale to the public.	O. Grandinetti S. Butland
25-Sep-17	PW&ES	Local Improvement Charges for Roads	D. Elliott M. White	Q3 2018		Develop a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.	O. Grandinetti M. Shoemaker
10-Oct-17		Smart Cities Task Force		ongoing		Task force to develop a compelling Smart Cities initiative	S. Butland M. Shoemaker
23-Oct-17	CAO	Transient Accommodations Tax	A. Horsman	Q2 2018	To be reported 16 July 2017	Report as to potential impacts of upcoming legislation and how concerns of Tourism SSM regardung current Destination Marketing Fee might be addressed	S. Myers S. Hollingsworth
23-Oct-17	CD&ES	There's an App for That	T. Vair	Q3 2018		Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.	M. Shoemaker J. Hupponen
6-Nov-17		Review of Use of Funding to Algoma University	M. White	Q3 2018		City and Algoma University to review annual funding to Algoma University to determine if it could be re-purposed for a student recruitment officer or some other form of student recruitment program	M. Shoemaker O. Grandinetti
20-Nov-17	CD&ES	Survey of Local Businesses	T. Vair	Q3 2018		Task force to oversee the provision of a survey of local business and business organizations to solicit views on the level of service being provided by the City, the EDC, and the Innovation Centre and to offer possible recommendations	P. Christian S. Butland

Outstanding Council Resolutions
as at June 30, 2018

11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q3 2018		Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with the Sault Ste. Marie Police Service, the Downtown Association, and other related community groupsseeking to increase public safety.	S. Hollingsworth S. Myers
11-Dec-17	PW&ES	Pedestrian Crossing -- Queen and Lake Streets	L. Girardi	Q3 2018		Report regarding the installation of a “refuge island” at Queen and Lake Street or any other recommendations around creating a safer option for pedestrian crossing in this area	S. Myers S. Hollingsworth
11-Dec-17	CD&ES	Essar Centre Box Seats	T. Vair	Q3 2018		Bring forward a plan to develop the additional box seats at the Essar Centre and investigate other potential sources of funding.	M. Shoemaker O. Grandinetti
11-Dec-17	CD&ES	Skating Trails	T. Vair	Q3 2018		Explore opportunities for development of a skating trail or other recreational activities within the City (in consultation with PRAC).	O. Grandinetti M. Shoemaker
11-Dec-17	Corporate Services	Construction Employer Cost-Benefit	P. Niro	Q4 2018		Prepare for and budget for necessary changes to City’s practices for implementation in the 2019 budget year, and once implemented provided a yealy progress report - final report seeking Council's direction as to whether to commence an OLRB challenge in 2019	O. Grandinetti S. Butland
5-Feb-18	PW&ES	Bloor Street West exits	L. Girardi	Q3 2018		Report on safety of Bloor Street Exits, possible removal of the "no exit" signs to Patrick Street from Bloor Street West	F. Fata M. Bruni
5-Feb-18	CD&ES	Essar Centre Private Management	T. Vair	Q3 2018		Report outlining advantages /disad- vantages of private management vs. City management of Essar Centre providing examples of other similar sized municipalities re: process and time line to consider private management of Essar Centre	S. Myers S. Hollingsworth
20-Feb-18	Corporate Services	RFP of Group Benefits Brokerage and Underwriting	P. Niro	Q3 2018		Prepare RFP for brokerage and underwriting of the City’s group benefits.	M. Shoemaker O. Grandinetti
20-Feb-18	Legal	Payday Lending By-law	N. Kenny	Q3 2018		Prepare a by-law requiring pay-day lending institutions to advertise in a prominent manner the cost of borrowing and provide to the borrower credit counselling brochures approved by the City of Sault Ste. Marie	M. Shoemaker S. Butland
20-Feb-18	Corporate Services	Electronic Invoicing	S. Schell	Q3 2018		Report which area/department would benefit most by doing business electronically.	O. Grandinetti M. Shoemaker
5-Mar-18	Legal	Use a Realtor for Property Sales	N. Kenny	Q3 2018		Review surplus property by-law and develop a policy with input from Sault Ste. Marie Real Estate Board regarding advertising the sale of surplus property with local realtors.	M. Shoemaker S. Butland

Outstanding Council Resolutions
as at June 30, 2018

5-Mar-18	CD&ES	James Street and Surrounding Area Revitalization Plan	T. Vair	Q3 2018	Consult with the Innovation Centre's GIS department to develop James Street and surrounding area revitalization plan	M. Shoemaker O. Grandinetti
5-Mar-18	CD&ES	Driveway Snow Removal	T. Vair	Q3 2018	Review current Red Cross assistance program for residential snow removal and provide options from third party homemaker services provider regarding cost to expand current program to offer windrow removal	S. Myers P. Christian
9-Apr-18	CD&ES	Snow Dumps	T. Vair	Q3 2018	Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	PW&ES	Holiday Waste Collection	L. Girardi	Q3 2018	investigate and report on the method comparator municipalities use for collecting waste in weeks during which there is a public holiday.	M. Shoemaker O. Grandinetti
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q3 2018	Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
9-Apr-18	Corporate Services	Digital Strategy	F. Coccimiglio	Q3 2018	Research, develop and draft a digital strategy for the municipal corporation	S. Hollingsworth S. Butland
23-Apr-18	CD&ES	Sault Ste. Marie Branded Products	T. Vair		Investigate and report on feasibility of selling Sault Ste. Marie-branded products both online and by partnering with local retailers.	M. Shoemaker O. Grandinetti
14-May-18	CD&ES	Creation of Parking Lot for Gore Street	T. Vair	Q4 2018	Report – options for a parking lot in proximity to Gore Street business area.	M. Shoemaker R. Niro

Outstanding Council Resolutions
as at June 30, 2018

14-May-18	CD&ES	Jamestown By-law Enforcement and Property Standards	T. Vair		Report as to actions required to ensure compliance of all buildings in the Jamestown area with the property standards by-law.	R. Niro M. Shoemaker
14-May-18	PW&ES	Request to Rename Street – Garrison Drive	L. Girardi		Report concerning request of 49th Field Regiment to rename a portion of Ontario Avenue to Garrison Way	S. Myers S. Hollingsworth
14-May-18	PW&ES	Great Northern Road Speed Study	D. Elliott	Q2 2019	Report regarding reduction of speed limit on Great Northern Road from 800m north of Third Line to Fifth Line from 80 km/h to 70 km/h and advise if any further action is required to ensure safety.	M. Shoemaker J. Hupponen
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell		Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned	M. Shoemaker Grandinetti O.
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	CAO Horsman, T. Vair		Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates	M. Shoemaker Niro R.
28-May-18	PWES Legal CD&ES	City Laneway Cleanup	N. Kenny, T. Vair, L. Girardi		Investigate debris and garbage in City laneways and report with a solution, including cost estimates and ways of recovering costs from property owners.	R. Niro M. Shoemaker
28-May-18	CDES	Ontario Municipal Commuter Cycling Program	D. McConnell		Bring forward recommendations on projects to use the funding available through the Ontario Municipal Commuter Cycling Program	M. Shoemaker S. Hollingsworth
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	N. Kenny		Investigate the acquisition of remaining existing class D road private rights-of-way	J. Krmpotich S. Butland
11-Jun-18	Legal	Dogs at Large	N. Kenny		Report with options to effectively enforce the running at large provisions of the animal care and control by-law (in concert with Humane Society)	J. Hupponen M. Shoemaker
11-Jun-18	CDES	Former Hospital Site	F. Pozzebon		Investigate and report on options / recommendations to address property standards and traffic issues at former hospital site(s).	S. Myers S. Hollingsworth
11-Jun-18	CDES	Animal-Free Circuses	T. Vair		Investigate animal-free entertainment options available.	J. Hupponen M. Shoemaker
11-Jun-18	PW&ES	Road Resurfacing	L. Girardi		Investigate new technology regarding new technology to increase the lifespan of asphalt	M. Shoemaker S. Butland
25-Jun-18	PWES	Landfill Accessibility	L. Girardi		Report as to options to enable those who cannot safely dispose of hazardous materials, including anticipated costs. Options to include: "neighbourhood" hubs; Transit parabus team; limited number of "pick-ups" for those that cannot drive to the city's landfill site.	S. Hollingsworth S. Myers
30-Jun-18						

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Al Horsman, Chief Administrative Officer**

DEPARTMENT: **Chief Administrative Officer**

RE: **Recruitment of New City Solicitor**

PURPOSE

The purpose of this report is to get City Council's formal approval to fill the vacancy (by Selection Process) created by the recent announcement of the planned departure of City Solicitor Ms. Nuala Kenny with the last day of work being July 26, 2018. Attached are the following:

1. Copy of Ms. Kenny's resignation letter dated June 29, 2018 addressed to the Chief Administrative Officer (CAO), indicating the last day at as July 26, 2018; and
2. Copy of City's Policy and Guidelines for Recruitment and Selection of Senior Staff.

BACKGROUND

On Friday, June 29, 2018 Ms. Kenny attended the CAO's office and delivered a letter setting out her intent to leave the Corporation upon her accepting another position and thanking the City for the opportunity to work in the City's Legal Department over 23 years. Nuala's letter also expresses her gratitude for having been given the opportunity to serve as the City Solicitor for almost 10 years.

Obviously, the City cannot operate without a City Solicitor and the position needs to be filled. Therefore, in accordance with City Guidelines, it is requested that Council authorize taking the necessary steps to fill the vacancy by way of an internal and external selection process, as also described in City Policy and Guidelines.

As set out in the Guidelines, a member of City Council needs to be appointed to the Selection Committee, which will also consist of the Director of Human Resources and CAO. Council is asked to make such appointment as part of the recommendations in this report.

ANALYSIS
The steps recommended in this report are in accordance with the City's Policy and Guidelines for the Recruitment and Selection of Senior Staff. It is imperative that the position be filled as soon as is practicable with the best candidate available, who is familiar with municipal operations as well as legal counsel, risk and liability.

FINANCIAL IMPLICATIONS
The position of City Solicitor is accounted for in the 2018 Budget.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the Corporate Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that Council authorize the vacancy that will be created out of the announced departure of City Solicitor Nuala Kenny, and that such vacancy be filled by way of the selection process described in the City's Guidelines as including internal and external applicants. Further that Council appoints one of its members to the Selection Committee to assist in the selection of the next City Solicitor, who will be ultimately appointed by By-Law by City Council on the recommendation of the Chief Administrative Officer.

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

LEGAL DEPARTMENT

NUALA KENNY, City Solicitor

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

Jeffrey King, Solicitor/Prosecutor

Adam Shier, Risk Manager

June 29, 2018

Dear Al:

I am writing to officially tender my resignation as the City Solicitor with the City of Sault Ste. Marie. My last day will be July 26, 2018.

Since my first day with the City in 1995 I have enjoyed an exceptional work life. The City has afforded me with countless professional opportunities. Without question, serving as interim CAO marks a real career highlight for me.

Moreover, the personal support I have received from co-workers, supervisors and Council has been overwhelming. It has been an honour to serve under Mayor Provenzano and City Council. The City team is one of the finest, most dedicated and caring groups I have ever encountered. In particular, the staff of the Legal Department and Provincial Offences Division are first rate employees and remarkable human beings. I am so grateful to have had the privilege to work in their presence.

I have accepted the position in the private law sector. I will be the lead lawyer for the Wishart Law Municipal Group. I feel it is time for a new challenge and experience. However, given that I will be working in the municipal field in Sault Ste. Marie I am sure I will continue to enjoy the professional and personal connections with the City.

Please be assured that I will do all that I can to assist in the smooth transition of my responsibilities before I leave.

My time at the City has been deeply fulfilling. I know I will remain in close contact with the many friends and colleagues I have made.

Thank you.

Sincerely,

Nuala Kenny

c. Mayor Christian Provenzano
c. Malcolm White, Deputy CAO/City Clerk
c. Peter Niro, Executive Director of Human Resources

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 1 of 4
Revision Date: August , 2011	
Approved by: City Council	

PURPOSE:

Provide guidelines to be used in the recruitment of the Chief Administrative Officer and the Senior Staff positions identified in the Scope section.

SCOPE:

These guidelines apply to the Chief Administrative Officer and Senior Staff positions. Senior Staff positions consist of Department Heads (Commissioners, City Solicitor, City Clerk, Fire Chief), Assistant Department Heads and Division Heads.
Note: Division Heads are defined as the following: Manager of Ontario Works, Manager of Community Childcare, Manager of Housing Operations, Transit Manager, Manager Recreation & Culture, Manager Community Centres & Marine Facilities, Manager of Cemeteries, Manager Day Care Services, Manager of Parks, Planning Director, Tax Collector.
Assistant Department Heads are Assistant City Clerk, Assistant City Solicitor, Deputy Commissioner of Public Works, Assistant Fire Chief, Director of Engineering Services.

PROCEDURES:

I Chief Administrative Officer (C.A.O.)

1. City Council shall authorize the filling of a C.A.O. vacancy in an open Council meeting.

2. Upon approval of the filling of the vacancy City Council shall appoint a Selection Committee consisting of the Mayor and two (2) Councillors.

Note: The Commissioner of Human Resources or his designate shall act as a resource to the Selection Committee as may be required throughout the recruitment and selection process.

3. The Selection Committee shall carry out the recruitment and selection process and keep City Council advised throughout the process.

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 2 of 4
Revision Date: August , 2011	
Approved by: City Council	

The recruitment and selection process may consist of some or all of the following:

A) Use of Consultants in the Recruitment Process
- R. F. P.
- Selection of the Consultant
- Contract and costs

B) Establish Criteria for the Positions
- Review the job descriptions
- Update as necessary
- Establish qualifications and criteria for position

C) Advertising of the Position
- Internal posting only
- Internal posting and external advertising
- Local, Provincial or National advertising
- Prepare posting/advertisement

D) Receipt and Processing of Resumes
- Resumes received by whom
- Acknowledgment of receipt
- Establish time frame for further contact

E) Long Listing of Resumes
- Establish criteria for "long list" of resumes
- Establish a long list of applicants
- Respond to all applicants regarding status of application

F) The Interview Process
- Determine the participants in the interview process.
- Establish interview questions and interview process

G) Recommend "Short List" of Candidates to City Council

H) City Council interview of "Short List Candidates"
- Determine the participants in the interview process
- Establish the interview process and conduct interviews.

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 3 of 4
Revision Date: August , 2011	
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l) Selection of successful candidate by City Council
- Offer of Employment and Acceptance
- Prepare Announcement

J) Appointment by By-Law

The Selection Committee may amend this recruitment process as necessary with the approval of Council.

II Senior Staff

1. Council shall authorize the filling of a Senior Staff vacancy. City Council may approve filling such vacancy through appointment or through a selection process.

Note:
For Department Head positions, inclusive of the City Solicitor, City Clerk and Fire Chief, the approval to fill such vacancy shall be in an open City Council meeting.

2. a) If filled by appointment, the appointment is confirmed through passage of a By-law and by confirming to the employee such appointment in writing.
   b) If approved to be filled by a Selection Process, a selection committee will be formed consisting of:
      - A member of Council appointed by Council, in the case of filling a Department Head position.
      - Chief Administrative Officer or his designate
      - Commissioner of Human Resources or his designate
      - Respective Department Head in Division Head selections
      - Others as determined appropriate by the Chief Administrative Officer.

3. The Selection Committee shall carry out the recruitment and selection process which may consist of the following:

   A) Use of Consultants in the Recruitment Process
      - R. F. P.
      - Selection of the Consultant
      - Contract and costs

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 4 of 4
Revision Date: August , 2011	
Approved by: City Council	

B) Establish Criteria for the Positions
- Review the job descriptions
- Update as necessary
- Establish qualifications and criteria for position

C) Advertising of the Position
- Internal posting only
- Internal posting and external advertising
- Local, Provincial or National advertising
- Prepare posting/advertisement

D) Receipt and Processing of Resumes
- Resumes received by whom
- Acknowledgment of receipt
- Establish time frame for further contact

E) Short Listing of Resumes
- Establish criteria for "short list" of resumes
- Establish a short list of applicants
- Respond to all applicants regarding status of application

F) The Interview Process
- Determine the participants in the interview process
- Establish interview questions and interview process

G) 1. Department Head - Recommendation to Council
   a) CAO recommends successful candidate to Council
   b) Offer of Employment and selection
   c) Prepare Announcement

2. Division Head - Advise Council
   a) Advise Council of candidate selected
   b) Prepare Announcement

H) Approve appointment by By-law.

The Selection Committee may amend this recruitment process as necessary with the approval of Council.

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Al Horsman**

DEPARTMENT: **Chief Administrative Officer**

RE: **Retention of Restructuring Lawyer Fee Update**

PURPOSE

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

BACKGROUND

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

On February 22, 2016 Council approved $175,000 for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of ESAI ("Algoma") funded from the Contingency Reserve. Additional funding was approved from the Contingency Reserve, bringing the total to $500,000, all of which has been expended.

ANALYSIS

As of the date of this report, an agreement in principle has been reached with the Lenders regarding pre and post-filing taxes owed as well as a post CCAA conclusion path forward. The City continues to receive monthly payments of $500,000 from Essar Steel Algoma Inc. ("Algoma").

Despite this agreement being reached, it is subject to a successful conclusion of the CCAA proceedings. There also remains other matters being dealt with in the CCAA process that require continued monitoring and legal assistance to present City interests. For example, the City charged its external counsel Aird & Berlis to orally present, at a recent January 25, 2018 CCAA hearing, the City's concerns that this process is taking too long at an impact to the community, a sentiment

agreed to by the presiding judge in his ruling. More recently, Aird & Berlis was directed to provide City documents in support of a GIP/Port recommendation by the Monitor to send the dispute to mediation and thus further expedite a conclusion to the CCAA process.

FINANCIAL IMPLICATIONS
Additional reserve resources are required to ensure that the City's priority lien status is upheld, that the taxes due are collected as agreed and City interests are maintained in the CCAA process. Staff is recommending that a further $35,000 allocation from the Contingency Reserve be approved. This would bring the total legal costs to $535,000 since the firm of Aird & Berlis was retained in early 2016.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the strategic plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated July 16, 2018 regarding the approval of an additional $35,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

Respectfully submitted,



Al Horsman, CAO
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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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Malcolm White, Deputy CAO / City Clerk**

DEPARTMENT: **Corporate Services**

RE: **Truth and Reconciliation Committee**

PURPOSE

The purpose of this report is to provide an update to Council on the status of this resolution.

BACKGROUND

The following resolution was passed by Council at the 2016 04 11 Council meeting.

Whereas the summary of the Truth and Reconciliation Commission's Final Report on residential schools was released on June 2, 2015; and

Whereas the full final report of the Truth and Reconciliation Commission was subsequently released on December 15, 2015; and

Whereas the calls to action for reconciliation in both reports contain a number of recommendations targeted at municipal governments; and

Whereas the City of Sault Ste. Marie was formerly the location of the Shingwauk Residential School; and

Whereas the City of Sault Ste. Marie has a significant urban indigenous population and is abutted by several neighbouring First Nations communities; and

Whereas for the aforementioned reasons, the City of Sault Ste. Marie has a vested interest in achieving reconciliation and moving past the harmful legacy of residential schools,

Now Therefore Be It Resolved that City Council establish an advisory committee comprised of the City Clerk, the City Solicitor, representatives from the First Nations community and City Council to provide guidance to City Council on how best to achieve the objectives for municipal governments as recommended in the Truth and Reconciliation Report.

Further Be It Resolved that the City Clerk canvass the First Nations community for committee membership and report back to City Council with a proposed committee for its approval.

ANALYSIS

With respect to the aims of this resolution and the broader will of Council to develop our Indigenous relationships, there have been a number of activities, (both pre and post passage of the resolution) that have occurred.

- Cultural Competency training was provided to Council members and senior staff.
- Justice Murray Sinclair shared time with the Mayor and Deputy CAO / City Clerk to discuss the Truth and Reconciliation report.
- A cultural awareness session was held for Council members with the Batchewana First Nation.
- Through the FutureSSM initiative, a primary goal to develop and advance our Indigenous relationships was confirmed.

In implementing the Truth and Reconciliation Committee resolution it became apparent that dialogue and communication with the various Indigenous communities was best flowed through the Mayor's office, as matters of truth and reconciliation were only a part the various issues and interests that engaged the municipality and themselves.

Through the process of developing the FutureSSM community plan, the desire of Council to take concrete steps to implement recommendations of the Truth and Reconciliation report was confirmed as a priority of the community, resulting in one of the primary FutureSSM goals being as follows:

> Advance Indigenous Relationships
>
> Community members expressed a sincere desire to become a leader in reconciliation. We must foster positive and productive relationships with First Nations, urban Indigenous residents, and Metis communities

To assist in actioning this goal, the Mayor has created an Indigenous advisory circle named the Bawating Advisory Circle. The advisory circle will have the following mandate:

- to seek input along with the input from other First Nation leaders, representatives and community partners on community plans;
- to strengthen our own (advisory circle) relationships and the relationship between the First Nation community and the larger community;
- to acknowledge and discuss Truth and work towards Reconciliation;

- to seek advice, input and guidance on how the City can implement the recommendations from the final report issued by the Truth & Reconciliation Commission;
- to celebrate this area, its history and the tremendous culture of the First Nation communities and people.

Membership of the advisory circle will include representatives from the Batchewana First Nation, Garden River First Nation, Historic Sault Ste. Marie Metis Council, Metis Nation of Ontario Youth Council, Indian Friendship Centre, Sault College (Indigenous Students Sacred Native Student Council), Algoma University (Anishinaabe Initiatives) and Children of Shingwauk Alumni Association.

As the mandate of the Bawating Advisory Circle will address the mandate of the Truth and Reconciliation Committee proposed by Council, it is recommended that Council transfer the mandate to Bawating Advisory Circle.

FINANCIAL IMPLICATIONS
There are no financial implications associated with this report.

STRATEGIC PLAN / POLICY IMPACT
This report links to the Community Development & Partnerships focus area of the Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 07 16 concerning Truth and Reconciliation Committee be received and that the mandate of the proposed Truth and Reconciliation Committee be transferred to the Bawating Advisory Circle.

Respectfully submitted,



Malcolm White
Deputy CAO / City Clerk
Corporate Services
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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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

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

DEPARTMENT: **Corporate Services**

RE: **Unsold Tax Sale Properties for Social Housing**

PURPOSE

The purpose of this report is to provide Council with an update on the initiative with the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) regarding the City's unsold tax sale properties.

BACKGROUND

Ontario is the only province where social housing is a municipal responsibility. In other provinces, housing programs are fully funded and delivered by the province with federal funding contributions. Providing sufficient affordable housing is becoming increasingly challenging for municipal governments, as social housing demand rises to record levels, housing stock ages and maintenance costs increase. The demand for social housing is exacerbated by the decline of affordable rental and ownership housing options provided through the housing market. (Association of Municipalities Ontario, Housing in Ontario: A Primer for AMO Members, January, 2017)

The DSSMSSAB is responsible for administering a range of provincially legislated affordable housing, social housing and homelessness programs and services. The DSSMSSAB's 10 Year Housing and Homelessness Plan's strategic direction includes expanding access to affordable housing.

ANALYSIS

Where properties remain unsold after a tax sale held by a municipality, the Municipal Act, 2001, provides that a municipality has two years within which it may exercise its right to vest (assume title to) the unsold properties. This timeframe allows the municipality an opportunity to investigate whether it wishes

to vest the title of the properties and/or offer for sale a second time through tax sale.

The City's current process is to distribute the list to various internal departments to assess any indicators and factors which may affect Council's decision to vest a property as well as to determine if there is a requirement or need for the property for municipal purposes.

Some municipal housing programs are part of provincial and federal funding programs and some are supplemented by municipally-initiated programs Staff has initiated discussions with DSSMSSAB regarding a municipally-initiated program to assist with increasing the social housing inventory. Staff will now include DSSMSSAB in the review of unsold tax sale properties that may be of value for social housing requirements in the community. This initiative is consistent with Council's strategic direction and priorities.

Finance staff have provided the DSSMSSAB Social Housing Services Department with a list of current unsold tax sale properties available to vest for their review. If there are properties of interest, DSSMSSAB will seek approval from their Board to request the City to vest the property(s) so they may then be transferred.

Finance staff is recommending that the properties be transferred at $1. Unsold tax sale properties not vested by the City will continue to accumulate uncollectable property taxes. This investment by the City will enhance the social housing inventory as well as provide collectible property tax revenue going forward.

Council is required to approve all properties being vested. The results of the tax sale as well as the outstanding taxes will be presented to Council for their final decision for each property, including recommendations to vest for DSSMSSAB social housing purposes.

FINANCIAL IMPLICATIONS

The uncollected taxes owing on vested tax sale properties will be written off and can be accommodated within the annual operating budget allocation for tax write offs.

STRATEGIC PLAN / POLICY IMPACT

The municipally-initiated program to vest property for social housing purposes aligns with the corporate value Commitment to Citizens and the Community as well as the Focus Area: Infrastructure – new infrastructure is essential to the City's growth, economic development, citizen safety and quality of life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated July 16, 2018 regarding unsold tax sale properties for social housing be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
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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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Tim Gowans, Manager of Purchasing**

DEPARTMENT: **Finance Department**

RE: **Tender for One (1) Self-Propelled Ice Resurfacing Machine (2018CDE-CS-AR-07-T)**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of One (1) Self-Propelled Ice Resurfacing Machine as required by the Community Centres Division of the Community Services Department. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held June 28, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Director of Community Services, and the Facilities Coordinator-Maintenance - CSD, and the low tendered price, meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price for this equipment is $88,079.89 including non-rebatable HST.

The Council approved the allocation of $112,000 from the 2017 Budget Surplus for the procurement of this machine. This allocation supports the purchase at the tendered pricing.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 07 16 be received and the recommendation that the tender for the supply and delivery of One (1) Self-Propelled Ice Resurfacing Machine, as required by the Community Services Department, be awarded to The Zamboni Company Ltd. at their total tendered price of $86,556.50 plus HST after the trade-in allowance is applied, be approved.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: $112,000.00

Received: June 28, 2018
File: 2018CDE-CS-AR-07-T

SUMMARY OF TENDERS
ONE (1) SELF PROPELLED ICE RESURFACING MACHINE

Firm	Make & Model	Delivery	Warranty	Total Tendered Price (Including trade-in; HST extra)	Remarks
Resurfice Corp. Elmira, ON	2019 Olympia Millennium H	300 w/days	2 year full	$80,490.00	Does Not Meet Specifications
Zamboni Company Ltd. Brantford, ON	2018 Zamboni 526	240 w/days or less	2 yrs/2,000 hrs Parts & Labour	$86,556.50	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $88,079.89 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Zamboni Company Ltd., be accepted.

Tim Gowans
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Tim Gowans, Manager of Purchasing**

DEPARTMENT: **Finance Department**

RE: **Tender for Two (2) 40 Foot Low Floor Passenger Buses (2018CDE-CS-TR-08-T)**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Two (2) 40 Foot Low Floor Passenger Buses as required by the Transit Division of the Community Services Department. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held June 28, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Director of Community Services, the Manager of Transit & Parking, and the Shop Foreman - Transit, and the low tendered price, meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price for this equipment is $1,108,376.03 including non-rebatable HST.

The 2018 Capital Budget approved and funded two (2) full size buses in the amount of $1,150,000, which included $525,000 funded from the Public Transportation Infrastructure Fund Program. This approval supports the purchase of the vehicles at the tendered pricing.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 07 16 be received and the recommendation that the tender for the supply and delivery of Two (2) 40 Foot Low Floor Passenger Buses, as required by the Community Services Department, be awarded to Nova Bus, a Division of Volvo Group Canada Inc., at their total tendered price of $544,603.00 plus HST, per unit, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
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FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: $1,235,000

RECEIVED: June 28, 2018
File #2018CDE-CS-TR-08-T

SUMMARY OF TENDERS
TWO (2) 40-FOOT LOW FLOOR PASSENGER BUSES

Firm	Chassis/ Coach Body	Delivery	Warranty	Tendered Price For Two (2) Buses (HST Extra)	Remarks
Nova Bus St-Eustache, QC	2018 Nova Bus LFS	175 w/days	5 year Extended - Engine 5 year Extended - Transmission 3 year - Structural	**$1,089,206.00**	Meets Specifications

NOTE: The low tendered price, meeting specifications, is boxed above.
Although only one tender was received, it is deemed to be fair and equitable.
The total cost to the City will be $1,108,376.03, including the non-rebatable portion of the HST.
It is my recommendation that the low tendered price, meeting specifications, submitted by Nova Bus, be accepted.

Tim Gowans
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

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

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Downtown Development – NOHFC Agreement**

PURPOSE

The purpose of this report is to request Council's authorization to enter into a downtown development funding agreement with NOHFC and to authorize several short-term initiatives for immediate implementation.

BACKGROUND

In November 2016, City Council approved a Downtown Strategy (attached) that included 46 specific recommendations focused on preserving the downtown; developing a vibrant residential neighborhood; encouraging active use of downtown spaces; facilitating beautiful streets and open spaces; and improving connectivity.

In May 2017, City Council approved a Community Improvement Plan to allow for various building improvement grants and tax rebates for major new downtown development subject to funding availability.

To facilitate these programs, City Council authorized an application to NOHFC in the amount of $600,000. This application has now been approved by NOHFC and an additional $90,000 from the Ontario Main Street Revitalization Initiative has been received.

Subject to City Council approval of the NOHFC agreement, several programs will come into effect immediately. By-law 2018-154 appears elsewhere on Council’s agenda and is recommended for approval.

City staff have been working with the Downtown Development team of the Community Development Roundtable (CDR) and will be presenting a more complete report for City Council's August 13, 2018 meeting.

ANALYSIS

Previous building improvement grant programs have been very successful. As part of the current program, matching grants will be available for façade improvements, significant interior improvements, converting second floor space to residential uses and creating off-street patios. Both a grant application form and Commercial Façade Improvement Guide have been prepared and are attached.

In addition, a municipal tax increment rebate for projects with a total new investment of over $500,000 that result in an increase in municipal assessment will be available subject to application specific approval by City Council. This program will allow for a partial rebate of the increase in tax resulting from new development in the downtown over a four-year period.

Recently, the Downtown Association contracted with Roger Brooks to undertake an assessment of Sault Ste. Marie's Downtown. Mr. Brooks is a leading speaker on downtown development and he presented 99 suggestions at a public meeting on June 4th. These suggestions are currently being considered by the CDR's Downtown Development team, Downtown Association and city staff. Additional information will be provided in our August report.

However, Mr. Brooks was very clear on three major recommendations for City Council's consideration.

First, Mr. Brooks noted that our wayfinding signage is very poor. Basically, it is difficult for visitors to find their way to Queen Street and the various downtown attractions. He noted that good wayfinding signage is a combination of art and science and suggested that a consultant experienced with wayfinding signage be retained to develop a new strategy. City staff had previously identified this matter as part of our discussions with the province and the NOHFC funding is available for this purpose. City staff are recommending that City Council authorize a Request for Proposals to retain the services of a consultant to complete a wayfinding strategy at a cost not to exceed $65,000. This work will be completed by year-end.

Second, Mr. Brooks recommended that the City consider converting the current downtown one-way traffic system to two-way. As Council is aware, this study is underway and a second public open house to be held later this month with the final report available by year-end. This timing allows for any changes to be considered as part of our 2019 and future capital works programs.

Third, Mr. Brooks noted that the city already has several fabulous public spaces for community events including the Roberta Bondar Pavilion, Clergue Park and the March Street stage. His recommendation was that we intensely program these spaces to increase the entertainment options for both local residents and visitors which will result in a significant increase in downtown activity. The City's 2016 Downtown Strategy also identified a need for downtown event

programming. Discussions at the CDR's Downtown Development team indicate the best approach would be for a NOHFC intern to assist with event programming as part of the Downtown Association's regular activities. A report will be presented to Council in August 2018.

City staff are also requesting authorization to immediately begin two other downtown projects.

First, Sault Ste. Marie already has an overall Downtown Strategy which outlines what needs to be done such as building a strong commercial base, increasing the number of downtown residential units, creating attractive public spaces with regularly programmed events, working with the private sector to develop key sites, improving pedestrian connections throughout the downtown, etc.

What is lacking is an implementation document that helps to visualize what this can look like. Staff are recommending that a short document be prepared which graphically describes all of the major components of a vibrant downtown and sets out an action plan for moving forward with cost estimates for each project. This document will be prepared in partnership with the Community Development Roundtable's Downtown Development team, and in consultation with the Downtown Association and general public. The estimated cost of this work is $40,000 and can be completed within 100 days. NOHFC has confirmed that funding is available. Planning staff are recommending that the Planning Partnership (TPP), an award-winning Toronto-based urban design firm that have prepared similar master plans for the Toronto Distillery District, Liberty Village, Regent Park, Downtown Goderich, Fredericton City Centre and Toronto Entertainment District be awarded this contract. TPP is very familiar with Sault Ste. Marie having previously prepared the Canal District Neighbourhood Plan, Etienne Brulé Community Centre Plan and designed both the Gore Street and Huron Street landscaping improvements. This document will clearly describe the future of our downtown and be used to attract new private sector investment and public sector support.

Second, this summer street furniture (benches, waste receptacles, bike racks and bus shelters) will be installed on Gore Street, Bruce Street and parts of Queen Street. Hauser, a Canadian manufacturer is the prime supplier. However more than 100 trees have already been removed from Queen Street as a result of losses due to emerald ash borer infestation. Hauser also manufactures large planters which are consistent with the selected furniture design. Staff have been working with Hauser to modify the design so that the planters to be moved by forklift. Placing these planters throughout the downtown will help to offset the loss of the street trees. In addition, these planters can be quickly moved and used as barricades for major community events or elsewhere as needed. Staff are recommending that Hauser be approved to construct 20 large movable planters for installation this fall at a cost not to exceed $40,000. Previously approved NOHFC funding will be used for this cost.

FINANCIAL IMPLICATIONS
On April 24, 2017 Council approved the City share of funding for $600,000. NOHFC funding of $600,000, Ontario Main Street Revitalization Initiative of $90,000, Downtown Association funding of $10,000 and private sector façade improvements of $600,000 fund the balance of the total project. All of the recommendations in this report are eligible costs under the funding agreement.

STRATEGIC PLAN / POLICY IMPACT
The downtown development recommendations in this report are consistent with the City's Corporate Strategic Plan, Community Adjustment Committee recommendations and Downtown Development Strategy.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning and Enterprise Services dated 2018 07 16 concerning an agreement with NOHFC for downtown development be received and that Council

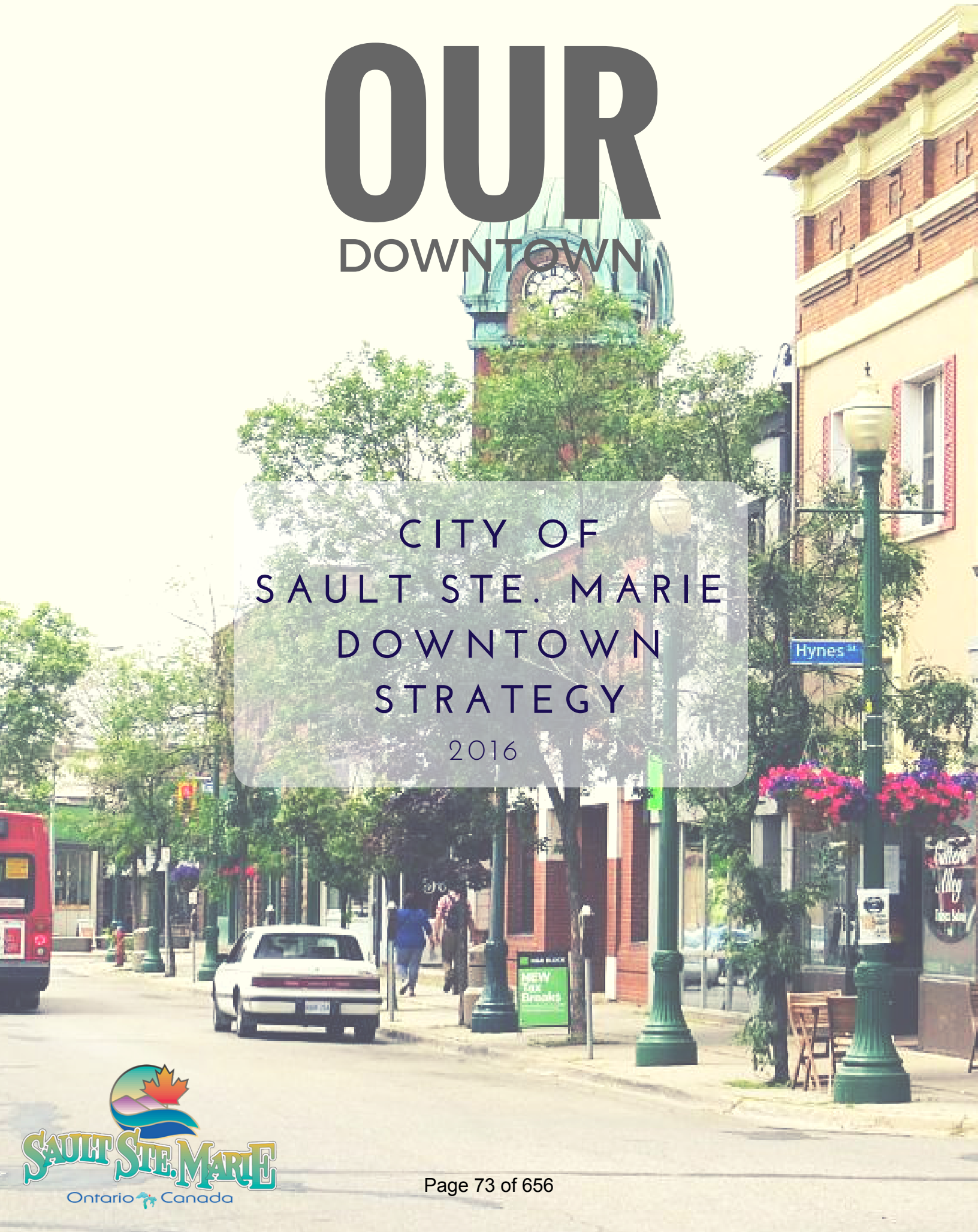
1. Approve By-law 2018-154 to authorize a funding agreement with the NOHFC for various downtown development initiatives.
2. Authorize a request for proposals to complete a wayfinding signage strategy at a cost not to exceed $65,000.
3. Authorize an agreement with The Planning Partnership to create a downtown implementation document at a cost not to exceed $40,000.
4. Authorize the purchase of 20 large planters at a cost not to exceed $40,000 from Hauser to compensate for the loss of street trees on Queen Street.

Respectfully submitted,



Donald B. McConnell MCIP RPP
Director of Planning & Enterprise Services
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OUR DOWNTOWN



CITY OF SAULT STE. MARIE DOWNTOWN STRATEGY

2016

SAULT STE. MARIE
Ontario Canada

INTRODUCTION

Downtown Sault Ste. Marie has always been economically, socially, and culturally valuable to our community. Over the past few decades, our downtown has faced challenges resulting from development outside the core, the ascendancy of big box stores, and the relocation of employment centres.

In 2006, the City released its first Downtown Development Strategy with the objective of enhancing the public realm and catalyzing private sector investment. Since 2006, momentum continues to build; building permit values of commercial and residential properties totaled over $84 million from 2006-2016. Nevertheless, systemic challenges including vacancies, establishing a resilient neighbourhood, and cultivating a sense of place act as barriers to sustainable prosperity. This strategy seeks to eliminate these systemic challenges, endeavouring to establish long-term positive impacts.

THE VISION

More than a main street - a 'true' neighbourhood

An authentic place

A '24/7' neighbourhood

Entertainment and cultural centre of the city

Marketplace shopping experience

Well-connected place

Safe place



THE ECONOMIC OPPORTUNITY

Downtown SSM will be the geographic focal point of the City's transition from a predominantly industrial economy to one focused on knowledge and creative sectors. The global shift from manufacturing-based industries has made it imperative for Sault Ste. Marie to diversify its economy. Investing in our downtown is absolutely critical to achieving this objective. The downtown is the city's most diversified, mixed-use, compact, and iconic neighbourhood with the highest proportion of locally-owned businesses and knowledge workers. As investment and people become increasingly mobile, enhancing the quality of place is essential to expanding our local creative clusters and retaining our community's youth. This strategy seeks to enhance these unique attributes to cultivate sustainable, locally-based, innovation-focused prosperity.

DEVELOPING THE STRATEGY



An evaluation of past revitalization strategies and analysis of existing conditions serve as the foundation of this strategy. Juxtaposing these exercises revealed the downtown's enduring challenges, which were further contextualized through community feedback.

Using the existing downtown vision as a lens, planning staff developed key strategic directions to address the identified challenges.

From these key strategies, we developed an implementation action plan, including policy tools, major projects, and quick wins. Once a policy has been decided on, many different methods can be used to implement it. These include information, education, legislation, regulation, guidelines, programs, grants, taxes, and subsidies.

Major projects represent significant investment and, when implemented, have a long-term, profound impact. Quick wins are an improvement that is highly visible, has immediate benefit, and can be delivered quickly and without significant resources (e.g., pilot projects).

We presented proposed directions and implementation strategy to the public for feedback through various engagement forums. We altered the strategy based on the comments we received.

KEY DIRECTIONS

The following key directions organize the strategy. They represent an overarching foundation and are substantiated with action items. Implementing measures associated with these key directions endeavour to address systemic challenges and create the ideal ecosystem for economic diversification and prosperity.

PRESERVE DOWNTOWN AS COMMERCIAL, ADMINISTRATIVE & CULTURAL CORE

DEVELOP A VIBRANT RESIDENTIAL NEIGHBOURHOOD

ENSURE STRONG, COHESIVE LEADERSHIP AND COLLABORATIVE ACTION

FACILITATE BEAUTIFUL STREETS AND OPEN SPACES

ENCOURAGE ACTIVE USE OF DOWNTOWN SPACES

IMPROVE MOBILITY AND LINKAGES

1. PRESERVE DOWNTOWN AS CITY CORE

WHY IS THIS IMPORTANT?

It is critical to maintain the downtown as the City's administrative, commercial, and cultural core. Physically concentrating services, sectors, and industries creates a definable district with a unique identity. Proximity generates synergies, fuels economic activity and increases land values. Government should demonstrate leadership by prioritizing downtown as the civic hub. Furthermore, the downtown's built form is the most efficient type of development, allowing for the sustainable use of municipal infrastructure.

ACTIONS



1.1 Encourage federal, provincial, and municipal governments to establish, maintain and expand their downtown office facilities.



1.2 Ensure policies in the new Official Plan support and grow the downtown's role as the administrative, commercial, and cultural centre of the city.



1.3 Encourage the reuse of vacant buildings.

1.3.1 Develop incentives to encourage the reuse of vacant buildings.

1.3.2 Work with incubator centres and the Community Development Corporation to match startups with potential landlords.

2. DEVELOP A VIBRANT RESIDENTIAL NEIGHBOURHOOD

WHY IS THIS IMPORTANT?

A robust and diverse population is the bedrock of a prosperous downtown. Downtown living allows people to live, work, play, and invest in their neighbourhood. Bolstering the downtown's population creates a built-in consumer base for businesses. Strategies must focus on residential development of diverse housing types and increasing neighbourhood infrastructure.

ACTIONS



2.1 Encourage the construction and rehabilitation of a variety of dwellings that can accommodate residents of all ages, income levels, and household size.

2.1.1 Encourage the District of Sault Ste. Marie Social Services Administration Board to increase the downtown's stock of affordable and rent-geared-to-income housing.

2.1.2 Create incentive programs to encourage infill development, specifically incorporating family units.

2.1.3 Develop incentives to encourage the conversion of second floor commercial buildings to residential use.



2.2 Encourage the development of neighbourhood infrastructure

2.2.1 Integrate features for children to enjoy, such as play areas, splash pads, and other family-oriented spaces throughout downtown.

2.2.2 Investigate the feasibility of adding public washrooms in the downtown core.

3. ENCOURAGE ACTIVE USE OF DOWNTOWN SPACES

WHY IS THIS IMPORTANT?

Downtown spaces should function as outdoor living rooms. Often, high quality design is not enough to ensure active use of downtown spaces. Once spaces are constructed, programming is critical to build community attachment to the space and ensure both active and passive use. Programming encourages sociability, inclusivity, and discovery. Programming also builds community when led by organizations.

ACTIONS



3.1 Make it easier for community groups to host events in the downtown.

3.1.1 Identify a Liaison Officer to promote event planning processes and opportunities and work with groups to plan events.

3.1.2 Provide a budget to Liaison Officer to assist with event planning and facilitation.

3.1.3 Streamline existing processes for occupying city property (e.g., sidewalk patios) and gaining municipal approval for events.

3.1.4 Work with the BIA to provide incentives for planning events (e.g., Activity Grants).



3.2 Encourage pilot projects, such as activating underutilized laneways, parking lots, sidewalk spaces.

3.2.1 Work with Public Works and Transportation to identify potential underutilized sites.

3.2.2 Promote community arts projects.



3.3 Encourage year-round use of public spaces.

3.3.1 Continue programming in park space and municipal facilities year-round.

3.3.2 Investigate the conversion of Esposito Park ice rink to a concrete ice pad to allow year-round use.

3.3.3 Organize events (e.g., Car Free Sunday) to facilitate pedestrian activity on streets

4. FACILITATE BEAUTIFUL STREETS AND OPEN SPACES

WHY IS THIS IMPORTANT?

The special features of our public realm is what makes our downtown unique and sets us apart from other cities. These features should be enhanced, expanded, and preserved. A high quality public realm encourages private sector development.

ACTIONS



4.1 Develop a distinctive identity for the entire downtown by promoting high quality urban design.

4.1.1 Develop consistent signage and wayfinding throughout the downtown.

4.1.2 Update downtown urban design guidelines.

4.1.3 Accentuate downtown gateways (Gore Street, Bruce Street, and Queen Street).

4.1.4 Enable all new capital works projects to incorporate streetscaping.

4.1.5 Implement Downtown Streetscape Manual

4.1.6 Maintain traditional heritage character of buildings

4.1.7 Work with community groups to facilitate funding and acquisition of public art.



4.2 Continue enhancing our downtown streetscapes

4.2.1 Proceed with the Bay Street Lane Reduction, Streetscaping, and Multi-use Trail project

4.2.2 Proceed with the Queen Street Tree Replacement and Furnishings Project

4.2.4 Incorporate landscaping into underutilized parking lots

4.2.5 Incorporate Crime Prevention Through Environmental Design principles in new design.

4. FACILITATE BEAUTIFUL STREETS AND OPEN SPACES





ACTIONS



4.3 Encourage high quality private property aesthetics

4.3.1 Develop facade grants for significant aesthetic improvements.

4.3.2 Increase resources for greater by-law enforcement of property standards



4.4 Focus resources on improving aesthetics of the following special areas:

4.4.1 Canal District

4.4.2 Suncor Property

4.4.3 Gateway Property



4.5 Create additional public gathering spaces (e.g., March Street stage area)

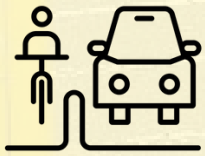
4.5.1 Repurpose underutilized spaces

5. ENHANCE MOBILITY AND CONNECTIVITY

WHY IS THIS IMPORTANT?

Establishing a visible, convenient, safe, and enjoyable mobility network throughout the downtown enhances access to downtown spaces and amenities for all residents, reinforces the downtown as a distinctive district, and encourages modal shift. A "Complete Streets" lens represents an opportunity to develop our streets to focus on the pedestrian experience. The Complete Streets model treats streets as places rather than thoroughfares and considers the safety and comfort of all road users, not just drivers.

ACTIONS



5.1 Prioritize pedestrian and cycling mobility within the downtown

5.1.1 Evaluate our downtown streets through a Complete Streets lens and implement findings.

5.1.2 Develop a context-centric protocol for downtown traffic management and planning

5.1.3 Continue to implement the Cycling Master Plan and Transportation Master Plan

5.1.4 Ensure all downtown sidewalks are accessible for wheelchair users



5.2 Enhance pedestrian linkages from the waterfront to Queen and Gore Streets.

5.2.1 Investigate implementing temporary street closures for pedestrian usage.

5.2.2 Explore the possibility of developing shared streets (integrating both vehicular and pedestrian traffic into a shared space), specifically along the following streets:

a- Spring Street

b- Lower Gore Street

c- James Street

d- Foster Drive

e- Lower March Street



5.3. Increase connectivity to and within the downtown

5.3.1 Investigate the potential of a downtown trolley route circulating downtown.

5.3.2 Work with Transit to evaluate appropriate frequency and routes to access and travel through the downtown.

6. ENSURE ACTION AND STRONG, COLLABORATIVE LEADERSHIP

WHY IS THIS IMPORTANT?

The objectives of this strategy can only be achieved through buy-in and accountability from City staff, elected officials, and community stakeholders.

ACTIONS



6.1 Encourage community partnerships and collaborative action.
6.1.1 Establish a downtown taskforce to meet biannually to monitor progress and discuss emergent issues.



6.2 Develop a higher standard community engagement protocol for downtown capital works projects.
6.2.1 Ensure engagement for all downtown projects include community wide input.



6.3 Create a new Community Improvement Plan to use as the implementation document for strategic directions outlined in this strategy.
6.3.1 Collect data for monitoring and evaluation

THE CITY OF SAULT STE. MARIE

DOWNTOWN COMMERCIAL FACADES

URBAN DESIGN GUIDE



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INTRODUCTION

What is a Facade?
A facade is a building's primary exterior face, typically serving as the public interface of a business.

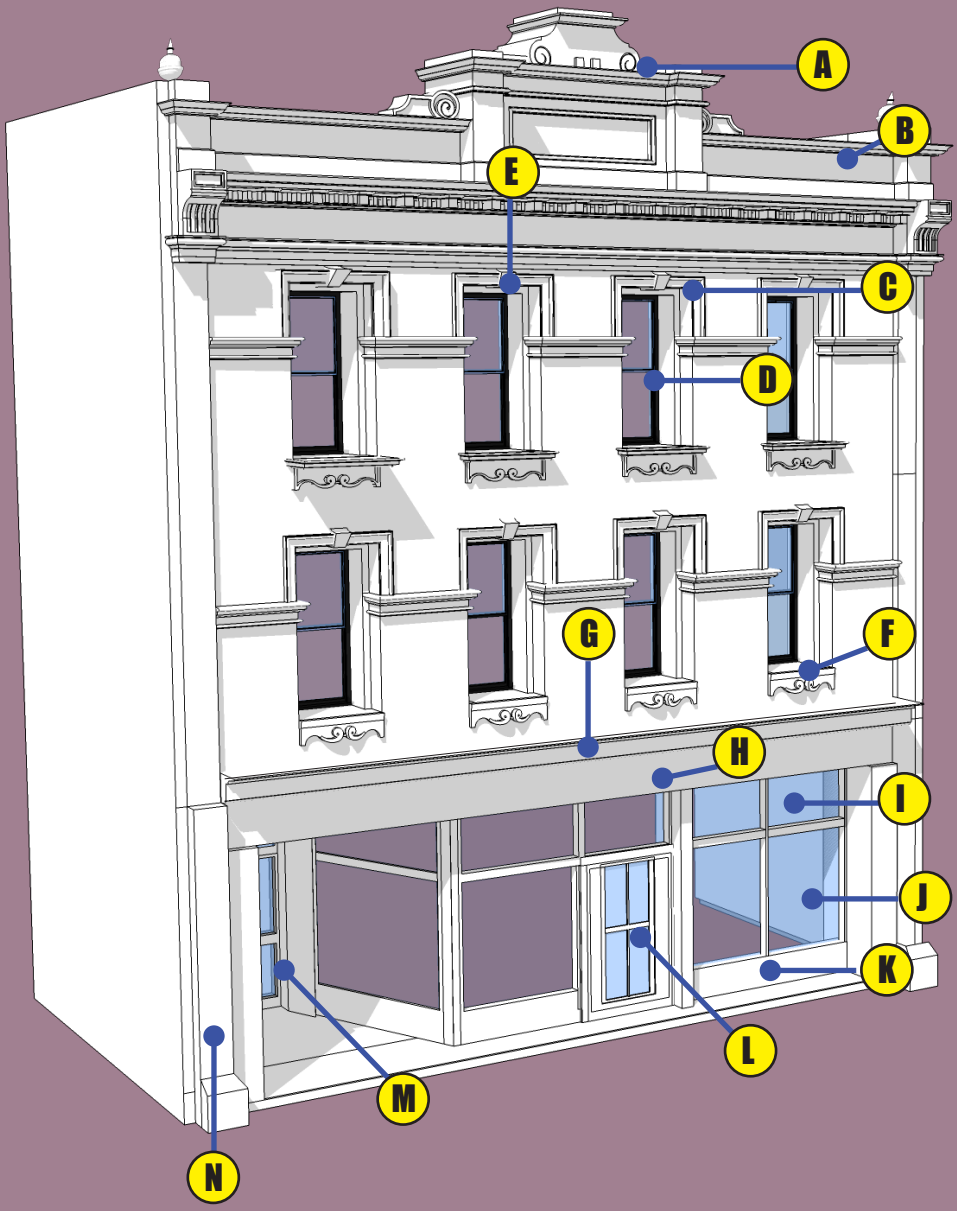
Every building and facade is different, yet a closer inspection reveals a common design language that is composed of just a few elements organized in similar patterns. This is evident on most traditional facades within the Downtown exhibiting similar entrances, windows sizes and cornice lines.

A Unified Front
A facade typically consists of a pedestrian-oriented ground floor, and decorative upper storeys. While these two components serve different purposes, the facade as a whole should look like a single, unified unit. A careful selection of materials, colours, architectural detail, and overall design should be utilized to achieve a cohesive appearance.

Purpose and Application:
A welcoming, eye-catching storefront sends a positive message to the community and can help draw in potential customers. To this end, the City is encouraging good design through a series of facade and building improvement grants as part of the ongoing Downtown Development initiative. The design guidelines contained in this document are a tool to support the implementation of building improvement grants.

This Urban Design Guide has been developed to be a helpful basic source of information on facade design practices, focusing on elements that visually impact views from the street, as well as the interaction of interior store-front spaces with the public realm. It is not, however, a substitute for professional advice or consultation.

FACADE ELEMENTS



A Pinnacle

B Cornice

C Window lintel

D Window muntin and mullion

E Keystone

F Window sill

G Lower/storefront cornice

H Signboard

I Transom window

J Storefront window

K Base panel

L Storefront door

M Secondary door

N Pier or pilaster

S

ACCESSIBILITY

The City of Sault Ste. Marie is committed to creating a barrier free community that is accessible for all users, and in compliance with the Accessibility for Ontarians with Disabilities Act (AODA). Not only do inclusive environments enhance the quality of life for all, as well as promote acceptance, but also the benefits to business should not be underestimated. Facade related accessibility improvements primarily involve the main entrance, however, improvements throughout the building are encouraged.

To learn more about accessibility practices and requirements for buildings, please contact the City's Accessibility Coordinator:
Nancie Scott at **705-541-7310 – n.scott@cityssm.on.ca**

Encouraged:

- Entrances should be leveled with the sidewalk. A required single step to reach an entrance could prevent a person using a wheelchair, walker or cane from accessing the building. Adding a short ramp, or modifying the entrance to eliminate the step/s should be considered if the main entrance has one or two steps.

- When door width is less than 850 mm, consider enlarging door opening. Alternatively, "swing-clear" door hinges can add up to 38 mm in clearance without replacing the door or frame.

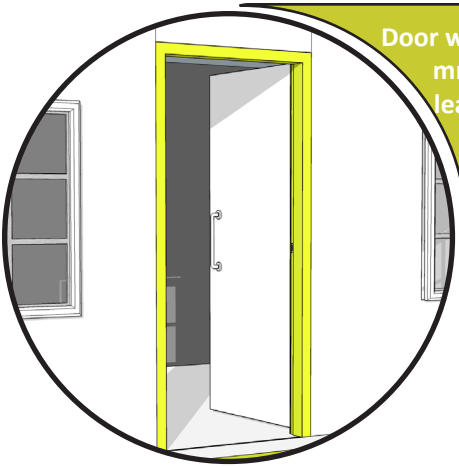
- Entrance doors that do not require much grasping, twisting, or force to open. Lever handles, and push plate/door pulls are preferred, knob handles and thumb-latch handles are not.

- Entrances should be defined and be easily identifiable. The proper use of awnings, lighting, and signs can assist with this.

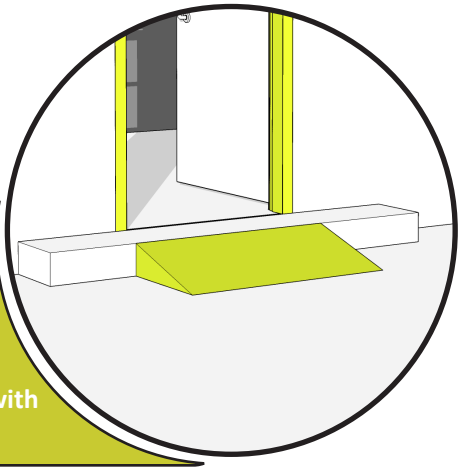
- Materials and colours of ramps, rails, or other features, should be compatible with the character of the building or area.

Discouraged:

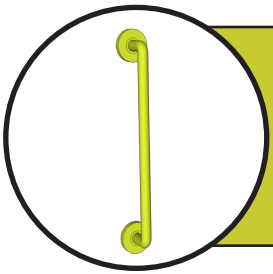
- Placing display racks or merchandise where it would encroach on the building entrance and make it difficult to enter and exit the building.

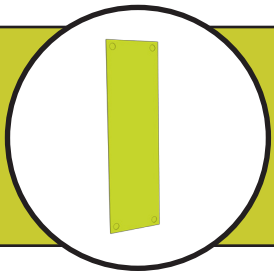


Door width clearances should be at least 850 mm and lead to interior pathways of at least 1100 mm. This is to provide enough space for individuals in wheelchairs or with other physical impairments to comfortably enter a business and maneuver inside.



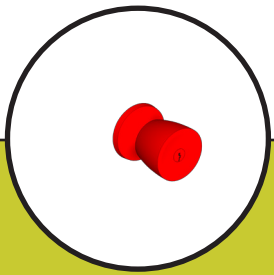
A small entrance step is an obstacle for those in wheelchairs or with other physical limitations. Ramps, whether permanent or temporary, can help mitigate this limitation. Ramps should also be level and flush against the step with no gaps present.

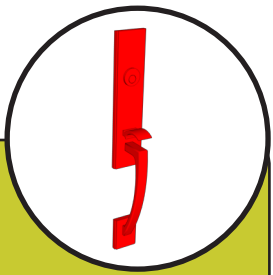




Door handles, such as pull bars and push plates, are easy to operate and do not require much force or hand maneuvers.







Handle levers, knobs, and thumb-latch handles are more difficult to operate and are therefore discouraged.

DOORS AND GROUND FLOOR WINDOWS

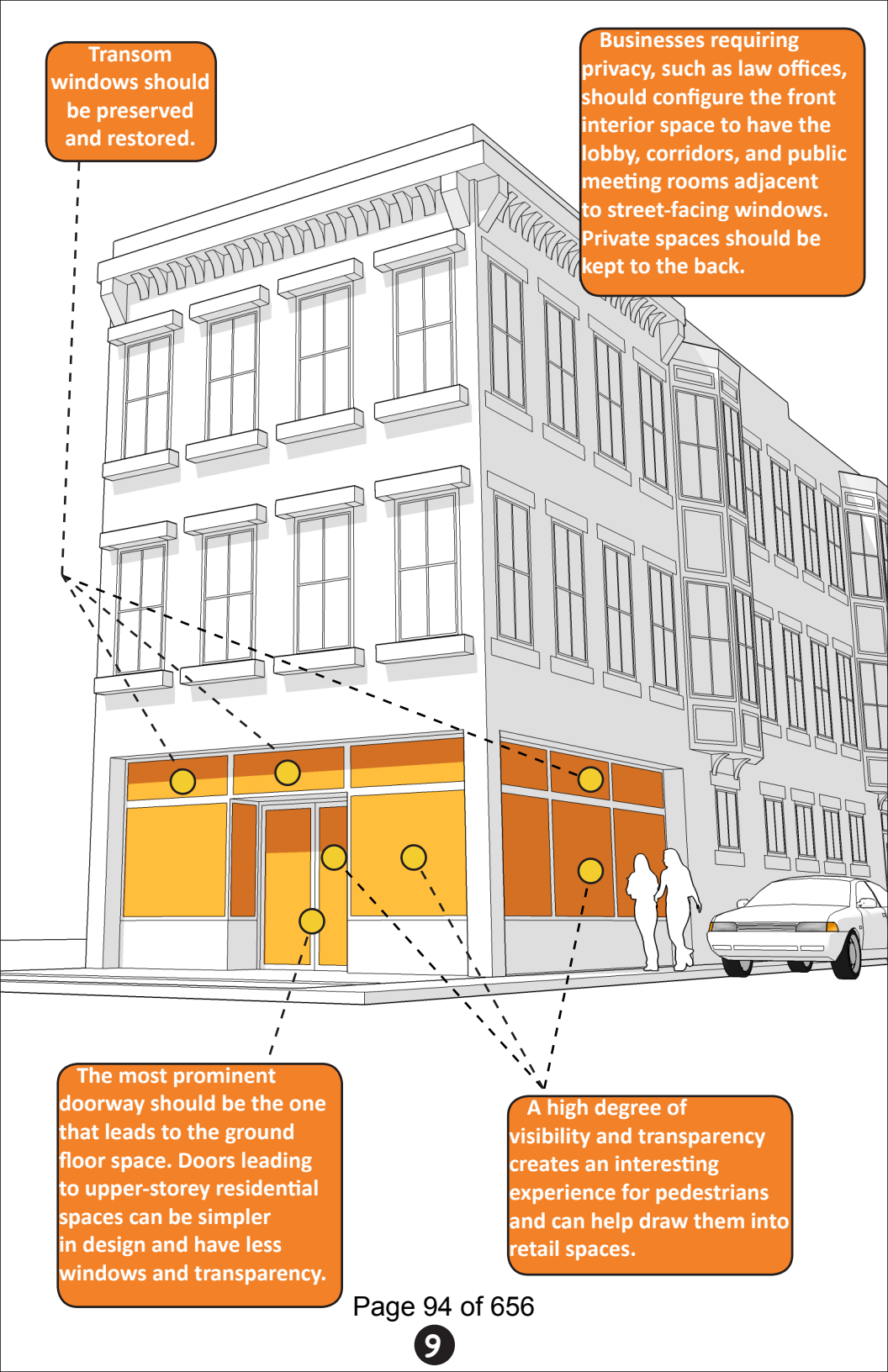
Storefront entrances and windows should be visually appealing to promote local businesses to passing pedestrians, and to contribute to making the sidewalk a more welcoming public space.

Encouraged:

- Windows and doors that are made of transparent glass and kept unobstructed to provide visibility into the store.
- Folding and sliding doors that can open business activity onto the street and activate the public realm.
- Window frames that are painted with complimentary colours to the rest of the facade to add interest and variety.
- Preservation and restoration of original patterns and openings of doors and windows. New installations of windows, including transom windows, should be compatible with the building's overall appearance.
- Perforated and retractable shades for street-facing windows, rather than styles that would substantially inhibit visibility to and from the street.

Discouraged:

- Obstructing window views with signs, product shelving, and other obstacles.
- Non-transparent decals covering the full extent of windows.
- Replacing or altering original windows or its openings with different styles or materials.
- Window replacements that do not fit the entire window opening or the use of filler material to compensate for size differences.
- Plexiglass as a glass substitute.


Transom windows should be preserved and restored.
Businesses requiring privacy, such as law offices, should configure the front interior space to have the lobby, corridors, and public meeting rooms adjacent to street-facing windows. Private spaces should be kept to the back.
The most prominent doorway should be the one that leads to the ground floor space. Doors leading to upper-storey residential spaces can be simpler in design and have less windows and transparency.
A high degree of visibility and transparency creates an interesting experience for pedestrians and can help draw them into retail spaces.

AWNINGS AND CANOPIES

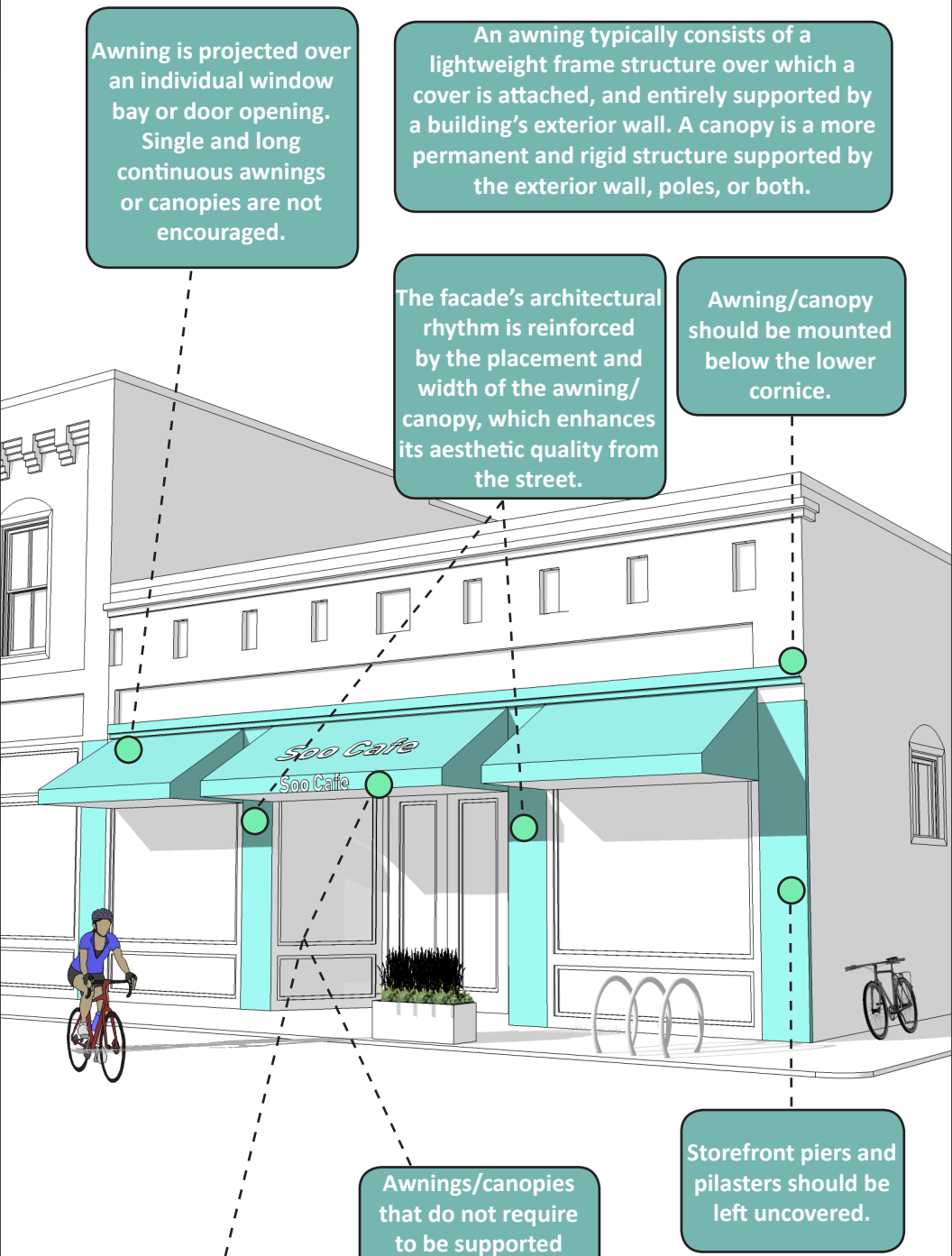
Awnings and canopies are ground floor based elements that shelter building entrances from rain and reduce heat and glare from the sun. They provide space for signage and decoration that can welcome customers and enhance the pedestrian realm, as well as bolster business identity. Awnings and canopies must conform to the Ontario Building Code and City by-laws.

Encouraged:

- Awning/canopy width dimensions that match window and door openings, and are in proportion to the building facade.
- Matte finish canvas and clothe material that is waterproof, fade and tear resistant, and that can withstand rain and snow.
- Where appropriate, retractable awnings can be used to accommodate different weather conditions.
- Colours that are compatible to the rest of the building's facade.
- Illumination to add comfort for pedestrians and enhance the public realm.
- Graphics and text kept to a minimum.

Discouraged:

- Materials that are transparent, reflective, sensitive to wind and snow (i.e., vinyl and plastics) should be avoided.
- Styles or placements that obstruct important building elements, or are located above the ground floor.
- Outdated designs such as fluted, curved, bullnosed, or rounded canopies.
- Backlit canopies. They should be lit from above.


Awning is projected over an individual window bay or door opening. Single and long continuous awnings or canopies are not encouraged.
An awning typically consists of a lightweight frame structure over which a cover is attached, and entirely supported by a building's exterior wall. A canopy is a more permanent and rigid structure supported by the exterior wall, poles, or both.
The facade's architectural rhythm is reinforced by the placement and width of the awning/ canopy, which enhances its aesthetic quality from the street.
Awning/canopy should be mounted below the lower cornice.
Soo Cafe
Soo Cafe
Storefront piers and pilasters should be left uncovered.
Awnings/canopies that do not require to be supported underneath by poles or columns are encouraged.
Awning/canopy is kept at a uniform height level.

LIGHTING

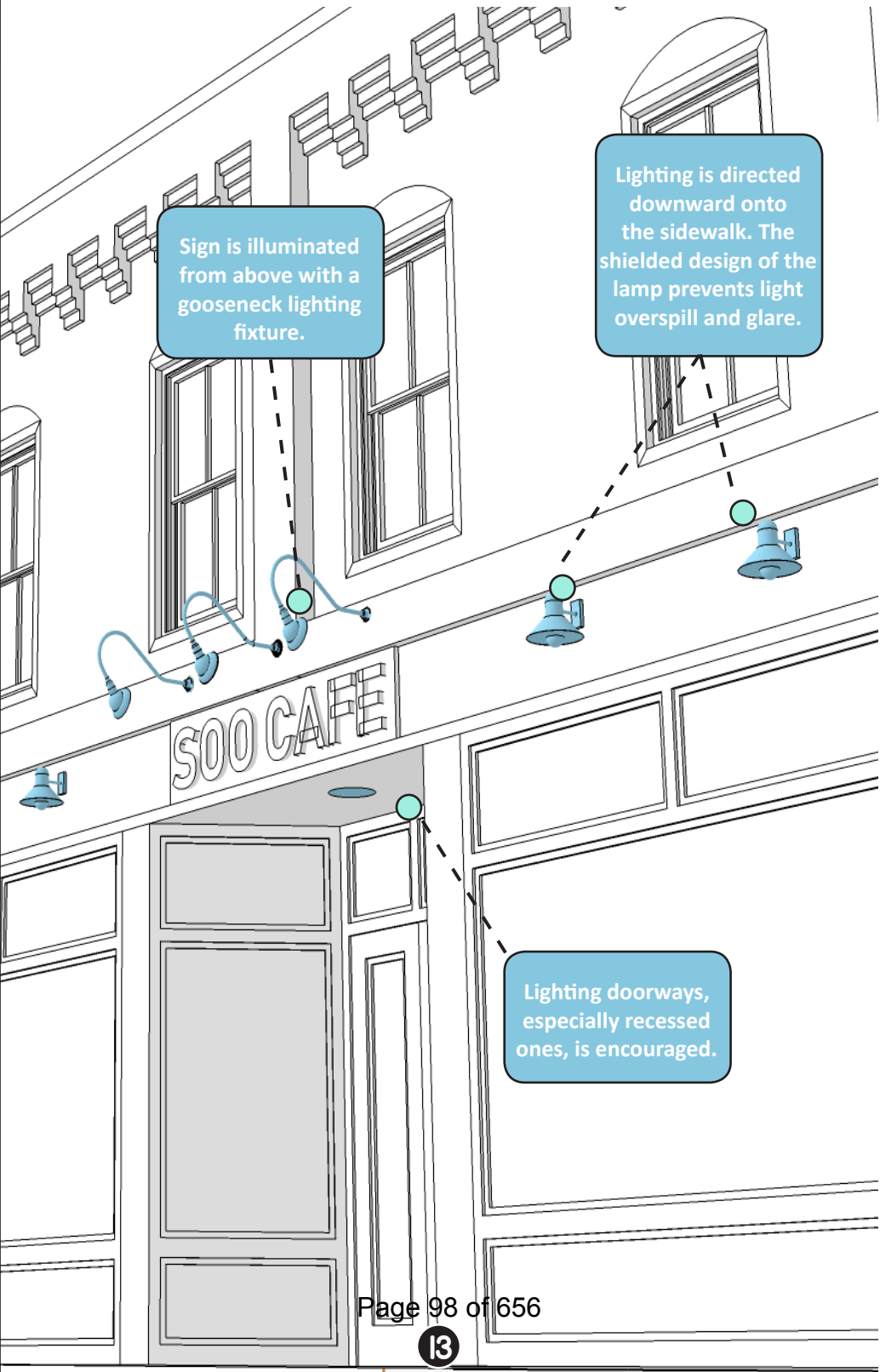
Effective lighting creates visibility, increases safety for pedestrians, and highlights strategic storefront areas and architectural elements. Lighting must be used in moderation and designed in a way to prevent negative impacts on the character of the building or on passing pedestrians and motorists.

Encouraged:

- Energy efficient light bulbs with a warm and inviting spectrum.
- Lighting that is directed downward at all entrances and along sidewalks to maintain security. Recessed pot lights or gooseneck fixtures are preferred.
- Signs that are illuminated from above rather than from behind, and with an appropriate light fixture design.
- Light source should be shielded to prevent glare for pedestrians, and directed downwards to reduce light spill, glare, and light pollution.
- Light fixtures of an appropriate style, size, and colour to complement the overall building's design to accentuate significant architectural elements.
- Lighting should be used to highlight details of the facade (i.e., columns), sign, and entranceway, rather than the entire building itself.

Discouraged:

- Lighting that is too bright, over illuminates the facade, causes glare for pedestrians, or spreads in all directions rather than downward.
- Distracts from the historic fabric of the building or obscures architectural elements.
- Backlit awnings/canopies and internally lit signs.
- Fluorescent or sodium vapour lighting.


Sign is illuminated from above with a gooseneck lighting fixture.
Lighting is directed downward onto the sidewalk. The shielded design of the lamp prevents light overspill and glare.
SOO CAFE
Lighting doorways, especially recessed ones, is encouraged.

SIGNAGE

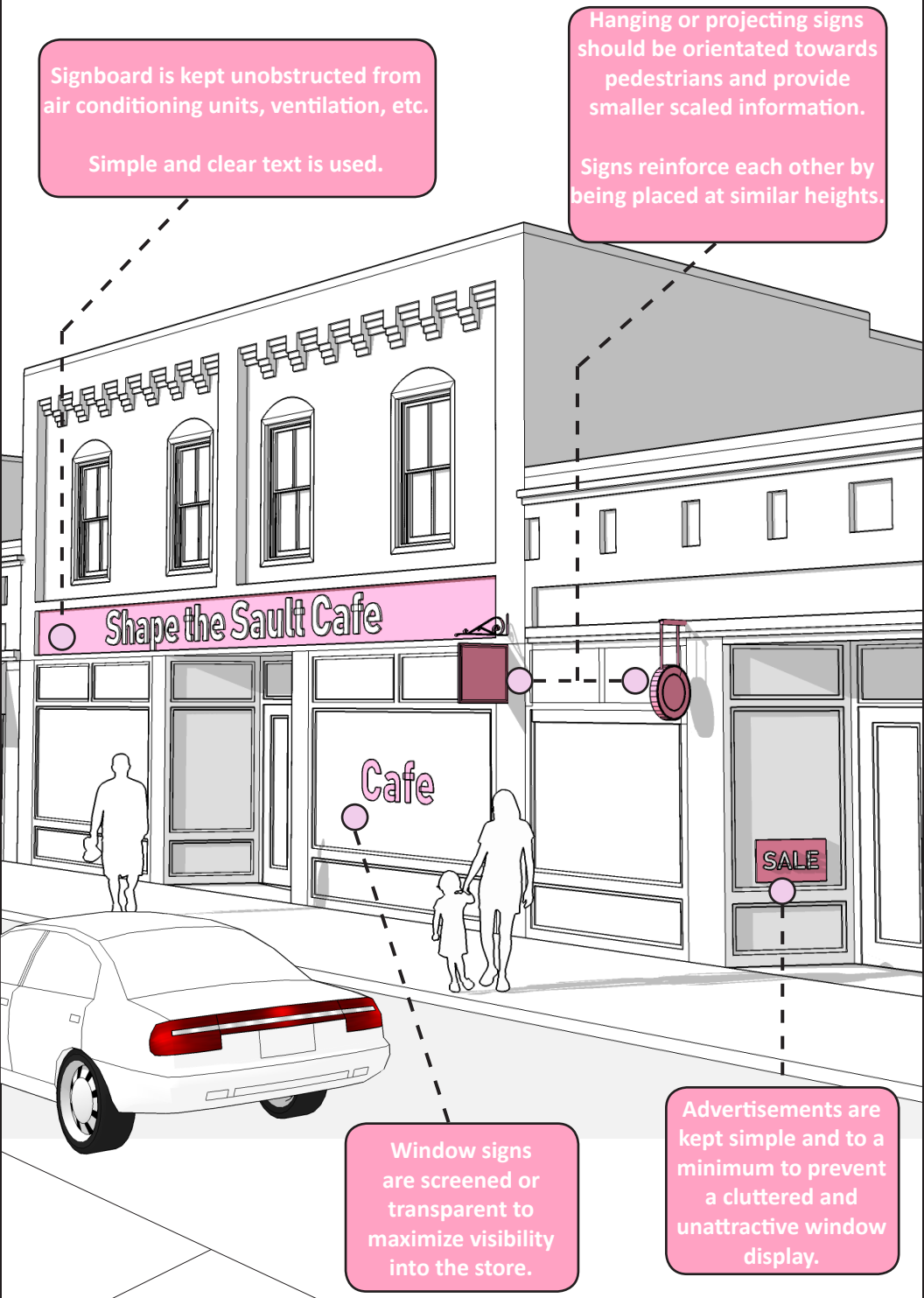
An attractive facade is an effective form of store identity and advertising. Signage is an important element in this, as it makes a strong first impression and can be a creative demonstration of a business' character. Signage that is excessive in scale, inappropriately placed or not maintained, are common issues that should be avoided, as its improper use can negatively impact commercial areas.

Encouraged:

- Stand alone lettering, affixed directly onto signboard.
- Simple and short wording, with up to seven words.
- Blade or projecting signs that are pedestrian scaled are preferred.
- No more than one main sign with a maximum of two other smaller signs. The smaller signs should be pedestrian scaled and at eye level.
- Main signs should be flat and located on the signboard.
- Store name and logo should be restricted to two or three areas: the signboard, display window, entrance door, awning, hanging or projected sign.
- Lettering style that is legible from a distance, reflects the business's image and historic period of the storefront.
- Signs and signboards should be aligned with the same features on neighbouring buildings to maintain the existing pattern of horizontal and vertical facade features.

Discouraged:

- Signage that is overly large, inappropriately located, or that overpowers and obstructs a significant portion of the facade obscures important architectural detail.
- Backlit illumination. Signage should be illuminated from above.
- Not investing in durable, quality, or compatible material to the building facade, and neglecting the maintenance of signs, especially historic ones.
- Tarp signs.


Signboard is kept unobstructed from air conditioning units, ventilation, etc.
Simple and clear text is used.
Hanging or projecting signs should be orientated towards pedestrians and provide smaller scaled information.
Signs reinforce each other by being placed at similar heights.
Shape the Sault Cafe
Cafe
SALE
Window signs are screened or transparent to maximize visibility into the store.
Advertisements are kept simple and to a minimum to prevent a cluttered and unattractive window display.

UPPER STOREY WINDOWS

Windows do more than just let light and air inside. They play a significant role in the overall design and appearance of the buildings they serve, especially when they are the most dominant visual element of an otherwise plain building. Historic windows often exhibit a high degree of craftmanship and design that reflect the era in which they were built. Poorly designed windows can dramatically alter the appearance of a building and compromise historic character. Windows above the first storey of a building are considered upper-storey windows.

Encouraged:

- Retention, preservation, and maintenance of the location, form, and materials of historic windows.
- When repair is not possible or practical, replacement may be an option given that it is as close as possible or compatible with the colour, material, texture, dimensions, and design of the original window.
- Inappropriate additions or alterations to the original historic windows should be reversed to reflect the original appearance.
- New windows should be aligned with those of neighbouring buildings for consistency amongst horizontal features.

Discouraged:

- Covering, enclosing, reducing, expanding, or concealing an original window opening.
- White vinyl window casings, mullions, and muntins.

A window opening should be properly fitted with one that closely replicates the original design. Filling a window opening with other materials is not encouraged.

Window openings should not be altered, as changes to them impact the overall look of a heritage building.

Mullions, muntins and the patterns they form should be maintained.



Window heights should be similar to those on neighbouring buildings.

New window with different color, material, size, and grid style from the original is not compatible as it impacts the look of the facade.

PAINT AND COLOURS

The maintenance and enhancement of original stone and masonry elements is paramount when upgrading a facade. However, the use of appropriate colours can also be an effective way to highlight other architectural features. Repainting is one of the easiest and most affordable elements to change, but the immediate and dramatic effect of repainting warrants careful consideration and planning. The use of improper paint can create an incongruent facade, distorting the historical significance or visual input of a facade.

Encouraged:

- Reviving the original colour scheme is preferred.
- The palate of colours should be drawn from the original colours of the building or other historical buildings in the area, with no more than two or three different colours.
- Colours should be grouped into two categories and applied accordingly: primary “base” and secondary “accent” colours.
- Vibrant colours should be muted and soft and used as an accent colour.
- Colours should be in harmony with the building’s predominant material and generally subdued to allow the original architectural details to remain as focal points.
- Brick staining applications are the preferred methods to changing masonry or stone facade colours. This should only be used to address former repair work where different colored bricks were used. Staining allows the brick to breathe, thereby avoiding some of the long-term problems that come with typical brick paint.

Discouraged:

- Cluttered and unorganized designs, colours that are excessive as well as too bold and bright.
- Painting brick or stone facade elements.


Windows are painted in same colour to show that they belong to the same facade.
Elements that are not made from the same material as the facade may be painted.
Brick is left unpainted.
Window and door frames, sign band, base panel trims, and parts of the cornice have been painted with accent colours.

DECORATIVE DETAILS

Architectural and historical details not only add visual interest to a facade, but also communicates that value is placed on the place of business as well as the customer's experience. Cornices, keystones, window sills, quoins, skilled craftwork, columns, medallions, bay windows, masonry detailing, ornaments, trims, moldings, and more are all examples of the types of details that should be preserved.

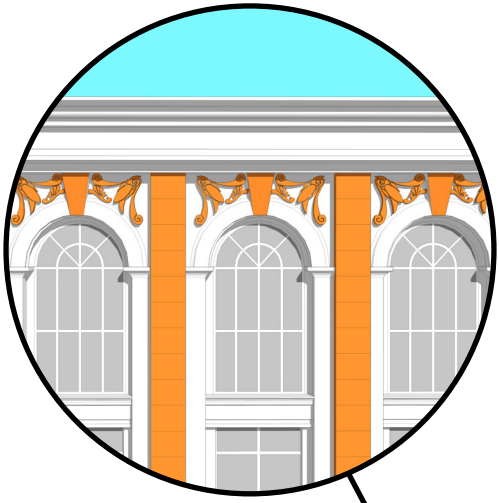
Encouraged:

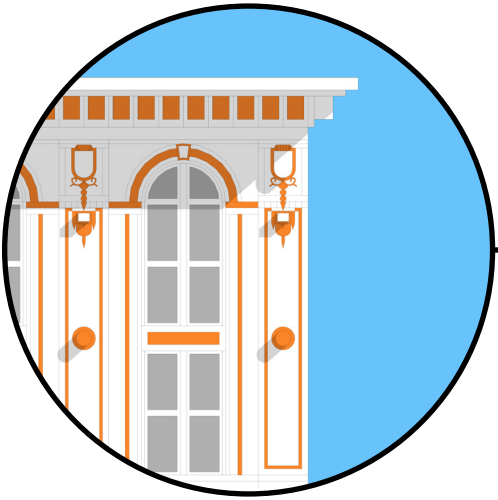
- Where feasible, the repair, restoration, and preservation of original facade details. Where this is not possible, they should be replaced with something that closely resembles it.

- Replications should be installed in place of missing details of importance (i.e., a missing cornice that serves to both cap the facade and reinforce the horizontal continuity of the streetscape).

Discouraged:

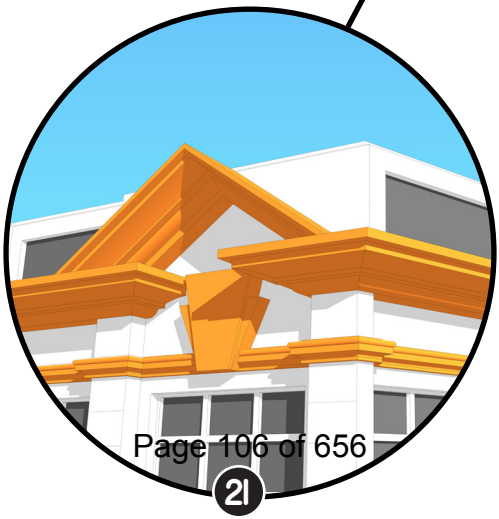
- Removing or obstructing the visibility of architectural and historical details.





Architectural and decorative details are some of the many components that make a building visually appealing and connected to its historical origin.

Many of these features are also labelled under the Facade Elements section of this guide.



MATERIALS

Encouraged:

- The restoration of existing materials is preferred, but in the event of repair or replacement, new materials should match the original in terms of colour, texture, form, and shape.
- New materials should respect the era and style of the building and prevailing character of the area.
- Brick, sandstone, and wood siding are the preferred exterior finish materials. Stone cladding and stucco are less desirable alternates.
- Traditional brick styles, colours and sizes should be sourced for facade improvements.
- To achieve better transitions between various materials, they should change at a point of recession or projection on the inside of a corner or pronounced expansion point along flat building walls.
- Regular and safe maintenance of facade materials, including nonabrasive cleaning, and tuck pointing brick and stone facades.
- Removing cladding to reveal the original materials and architectural details that have been obstructed.

Discouraged:

- Vinyl, aluminum, or metal siding or cladding.
- Power washing or sandblasting as this process can weaken materials, especially brick.
- Non-local stones, corrugated metal panels, concrete blocks, or “faux materials” that mimic other materials.

INTERIOR LAYOUT

The storefront should be designed to create a visual connection between the interior and exterior spaces. Unobstructed visibility into an interesting and attractive building interior communicates its positive look and feel, which creates curb appeal and subsequently increases the chances of converting foot traffic into store traffic.

While there are many components that work together to achieve an attractive interior layout, the following recommendations are focused on those that have the most visual impact on pedestrians.

Encouraged:

- Many people discover stores after-hours. Window display lights should be left on until 11:00 p.m. Timers can be used to automate this cycle.

- Non-retail businesses located on the ground floor should place the more active spaces, such as lobbies, corridors, and other common spaces adjacent to the street-facing windows. Private spaces should be arranged at the rear.

Discouraged:

- Placing product shelving, signs, or other obstacles in a manner that inhibits visibility between the outside and interior of the building.



For additional information, please contact:

Steve Turco, RPP
Senior Planner
5th floor, City Hall
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
705-759-5279
s.turco@cityssm.on.ca

Downtown Community Improvement Plan Grant Programs



City of Sault Ste. Marie

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Contact and Additional Information 12

Application Forms *(attached at the end of the document)*

For additional information about the grant programs, please contact:

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5th floor, City Hall
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
705-759-5279
s.turco@cityssm.on.ca
saultstemarie.ca/downtowndevelopment

Program Overview

Downtowns instantly tell the state of a city and speak volumes about its economic health, social and cultural vitality, quality of life, pride, and history. A healthy and strong downtown reflects a healthy and vibrant community.

As part of the City's Downtown Community Improvement Plan (DCIP), a number of incentive programs have been established to stimulate and leverage private sector investments. These programs are meant to act as catalysts to encourage private sector investment in the downtown area, and to spur future revitalization at both the neighbourhood and citywide level.

This Guide outlines the five incentive programs:
1. Building Activation Grant for Vacant Spaces.
2. Façade Improvement Grant.
3. Upper Floor Residential Grant.
4. Patio Conversion Grant.
5. Tax Increment Equivalent Grant.

Collectively, these grants build on the growing momentum of downtown investments and bring us closer to our vision by targeting aspects that will increase street vibrancy and activity, neighbourhood pride, architectural merit, housing options, and identity. Critical to this is the focus on the rehabilitation of vacant commercially-zoned properties.

Administration of Grants

The financial incentives programs offered through the DCIP will be administered by the Downtown Community Improvement Committee, with representation from the City's Planning, Building, and Finance Departments. All grant applications will be reviewed by this committee, with the final decision made by Council.

General Eligibility

(Must be read in conjunction with program specific eligibility requirements).

• The property must be located within the boundary of the Downtown Sault Ste. Marie Community Improvement Project Area (CIPA).

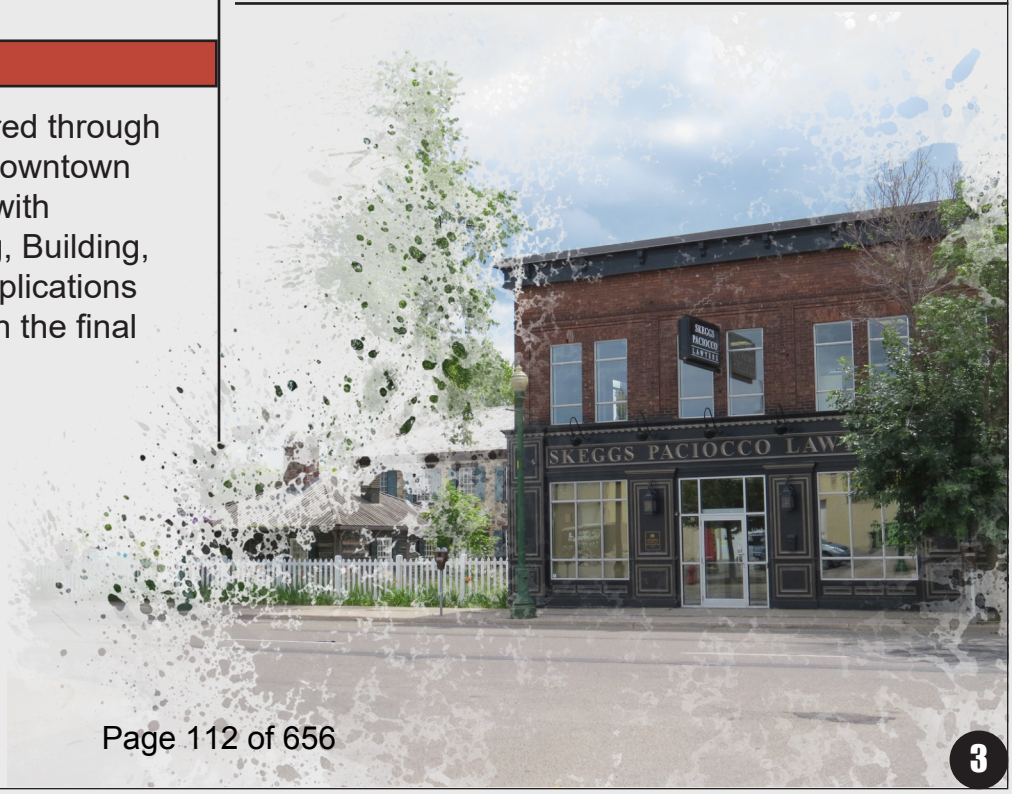
• Proposals must demonstrate a comprehensive and significant improvement for the property/ building's façade and/or interior spaces and/or patio spaces to be eligible.

• At time of application, properties in tax arrears, possession of outstanding Building/Fire code violations, or under an active assessment appeal will not be eligible.

• Only property owners or, tenants of a property to whom the owner has assigned consent to receive assistance under the DCIP may be eligible.

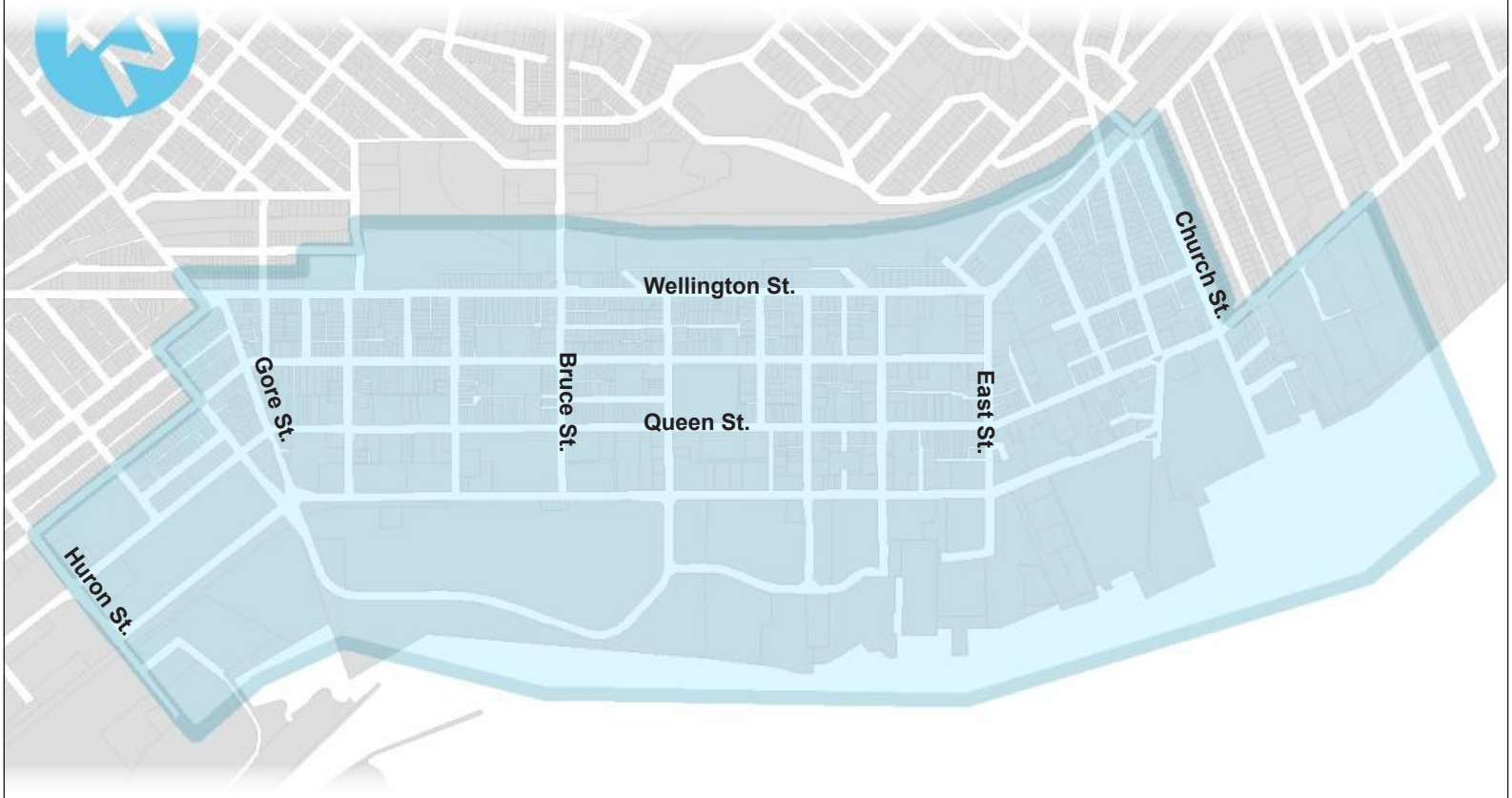
• Only applications submitted prior to the commencement of any work will be considered.

• Applicants must agree to not file a property tax appeal while receiving a grant or rebate under this program.



Community Improvement Project Area (CIPA)

Properties must be within the Community Improvement Project Area to be considered for a grant. The blue area in the map below illustrates the area boundary. The CIPA is defined as those properties bounded by or with frontage on the north – Wellington Street, including properties on Bruce Street south of Huron Central Railway; the east – Church Street and Queen Street East and the easterly property line of the former hospital lands; the south – St. Mary's River waterfront; and the west – North Street, Cathcart Street, Albert Street West, and Huron Street, including the developments at the old St. Mary's Paper site.





The Application Approvals Process

1. Application Submission

A pre-application consultation between the applicant and City staff will be required to determine program eligibility.

Applicants must submit completed application forms as well as other required supporting documents as specified in the attached Application Form.

The City is not responsible for any costs associated with the submission of an application.

2. Application Review and Evaluation

The Downtown Community Improvement Committee reviews and evaluates applications to determine conformity with the Urban Design Guide and other program goals and objectives.

A site inspection will be conducted as part of the Committee's review

A recommendation report is the sent to Council.

3. Decision on Application

When Council approves an application, City staff then advises the applicant of any required conditions.

Upon confirmation of approval, the applicant can begin work on eligible improvemenets.

If not approved, the application is returned to the applicant.

4. Issuance of Grants

The applicant must provide proof of project completion.

- Copy of building permit.
- Proof that all labour and materials have been paid.

City staff will conduct a site visit to ensure that all requirements have been met.

Once these matters are addressed, payment is issued.

Accessibility Considerations

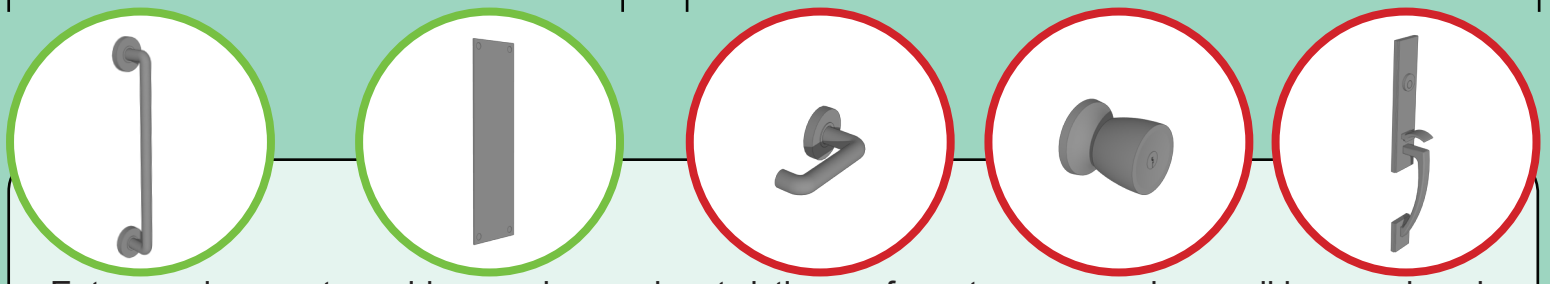
The City of Sault Ste. Marie is committed to creating a barrier free community that is accessible for all users, and in compliance with the Accessibility for Ontarians with Disabilities Act (AODA). Inclusive environments enhance the quality of life for all and promote acceptance. Pursuing exterior or interior building enhancements can provide opportunities to incorporate designs that create accessible spaces to the general public.

To learn more about accessibility practices and requirements for buildings, please contact the City's Accessibility Coordinator: Nancie Scott at **705-541-7310** – **n.scott@cityssm.on.ca**

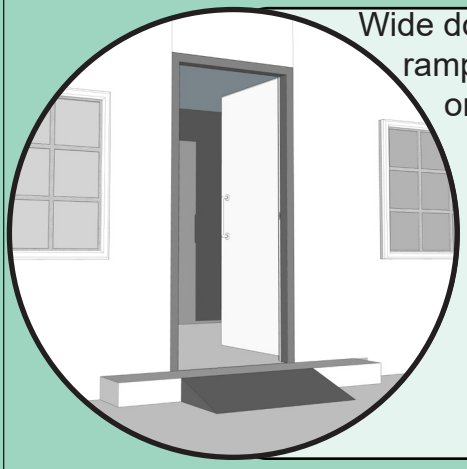
Additionally, a document that provides guidance on how to identify, remove, and prevent barriers is available online ***(Access ON - A Guide to Integrated Accessibility Standards and Regulations)***.

Below are examples of simple yet effective solutions that can improve a building's accessibility.

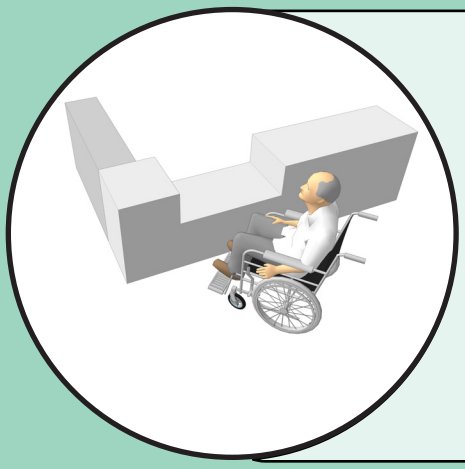
Encouraged **Discouraged**



Entrance doors not requiring much grasping, twisting, or force to open, such as pull bars and push plates are encouraged. Lever handles, knobs, and thumb-latch handles are not encouraged.



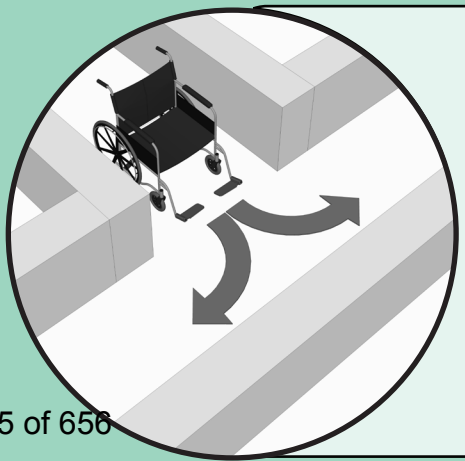
Wide door clearances and ramps for entrances with one or two steps, can mitigate limitations imposed on people who depend on walking aids, such as canes, walkers, wheelchairs, and scooters.



Sales and service counters should have a segment low enough for those in wheelchairs to conduct business.



Accessible washrooms are easier and safer to use for those experiencing physical limitations. Wide stall doors, ample floor space to allow wheelchairs to rotate, and grab bars at key locations are some examples that enhance accessibility.



Interior pathways should be wide enough and free from obstacles to enable a wheelchair to pass through and maneuver freely.

Tax Increment Equivalent Grant (TIEG)

A TIEG is a financial incentive program that provides the opportunity to redevelop buildings or lands. Redevelopment typically increases the assessed value of a property. To offset a portion of the ***municipal property tax increase***, eligible property owners may receive grants in instalments over a maximum four year period.

The owner is responsible for the up-front remediation and redevelopment costs. Before the issuance of a grant, all work must be completed and there must be an increase in the assessed value of the property, with an associated increase in property taxes post-development.

Eligibility and requirements:
Applicants must demonstrate an investment of at least $500,000 in the development or redevelopment of a commercially zoned property in the Downtown Community Improvement Project Area (CIPA) and a resulting increase in municipal assessment.

A comprehensive design strategy and layout/ concept plan developed by a certified design professional must be submitted, in addition to cost estimates and a proposed timeline for the project.

How does the grant work?
The value of the TIEG is equal to 100% of the tax increase in the first year of project completion. Thereafter, it is provided on a declining rate basis until the fourth year (see chart).

The grant would be paid annually by the City to eligible applicants following the full payment of property taxes.

Years since project completion	Percentage of the tax increment that is rebated
1st year	100%
2nd year	75%
3rd year	50%
4th year	25%
5+ years	0%



The former Plummer Hospital, now Riverwalk Condos, is pictured above. A TIEG may provide the necessary financial incentive to redevelop blighted properties.



The former PUC building on Queen Street East was fully renovated and now serves as a place of business in the downtown area.



Riverwalk Condominiums - a TIEG supported project.

Façade Improvement Grant

A façade improvement grant encourages commercial building owners to invest in façade renovations and storefront improvements. The program provides matching grants to cover a portion of renovation costs.

Grants cover up to $20,000 for significant exterior renovations to non-residential properties to promote attractive design, better business exposure and first impression, attractive and inviting streets and places to shop, and improved marketability of the local business area.

Eligibility and requirements:
Privately owned and commercially zoned properties that are located in the CIPA are eligible for the grant.

Façades should be comprehensive and designed to have a significant impact on the public realm by adding visual interest and a high level of aesthetic to the streetscape, all while respecting the character of the street and historical features of the building.

A conceptual drawing from a registered design professional demonstrating colours, materials, signage, lighting, windows, doors, etc must be submitted.

How does the grant work?
The grant is administered on a matching funds basis, to a maximum of $20,000. Pre-application design fees of up to $2,500 will be eligible for reimbursement upon successful acquisition of the grant.



Façade improvements on Queen Street: before and after.



Arturo Ristorante façade improvement.

Building Activation Grant for Vacant Spaces

This grant provides developers and property owners with financial support to convert and/or rehabilitate vacant commercial properties into viable commercial and/or residential uses for prospective tenants.

Eligibility and requirements:

Properties must be commercially zoned, vacant and located in the CIPA. Properties are considered vacant if they qualify for a vacant unit rebate, where the building has been unoccupied for 90 days.

The focus of this grant is to transform interior spaces to attract long term residential or commercial tenants. Cosmetic and other minor improvements will only be eligible if they are part of a major renovation.

Applicants are therefore required to demonstrate how their project proposals promote the re-use of buildings, use of second floors for commercial or residential uses, and how they are creating sustainable sustainable buildings capable of providing a competitive location for commercial activity.

How does the grant work?

The grant is administered on a matching funds basis, to a maximum of $20,000. Pre-application design fees of up to $2,500 will be eligible for reimbursement upon successful acquisition of the grant.



Vacant and neglected properties negatively affect adjacent business owners, current or potential tenants, and overall downtown revitalization efforts.



Business-ready after substantial renovation.



Reclamation of vacant properties can be a catalyst for new housing and business markets.

Upper Floor Residential Grant

This grant assists property owners with the cost of building improvements required to convert upper-storey non-residential units to residential dwelling units.



An upper residential floor on Queen Street.

Eligibility and requirements:
Properties must be located in the CIPA.

The grant can only be applied towards upper-storey non-residential units.

Prior to submitting an application, a consultation meeting with Planning and Building Division staff must occur to identify the scope and any remediation studies required to facilitate a residential conversion.

How does the grant work?
The grant is administered on a matching funds basis, to a maximum of $15,000.

Patio Conversion Grant

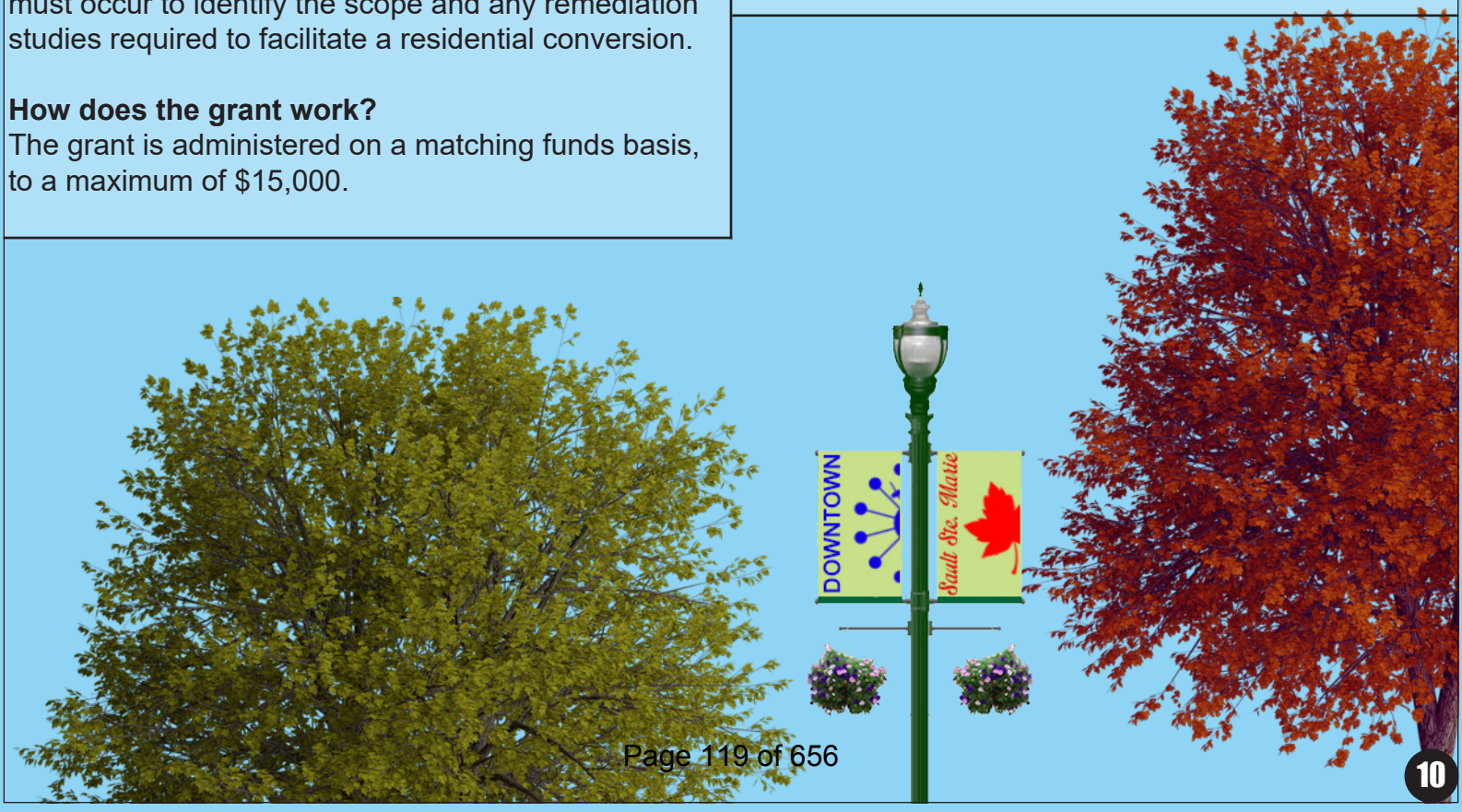
The purpose of this grant is to encourage businesses to capitalize on underutilized privately owned space by establishing permanent patio infrastructure.



A rear yard patio.

Eligibility and requirements:
Patios on City property are not eligible.

How does the grant work?
The grant is allocated on a matching funds basis up to $5,000 and can be used towards materials, labour, and design work that is required to prepare the patio space.



Frequently Asked Questions (1 of 2)

Q: How do I apply for a grant?
Prospective grant applicants must submit a completed application as well as other required supporting documents.

The online application form is available on the City website and attached to this guide.

Q: Will I automatically receive a grant if I meet the eligibility criteria?
Eligibility does not mean automatic approval. Applications will be reviewed by the Downtown Community Improvement Committee and evaluated based on how well it meets the intent and purpose of the program goals.

Q: My application was approved for a grant, do I still need a building permit?
Improvements made to buildings or lands still require a Building Permit and must comply with the Ontario Building Code and applicable Zoning requirements.

Q: How soon after approval do I need to complete the project?
Projects must be completed within 1 year of Council's approval. Extensions to the completion period may be granted under special circumstances.

Q: What type of proposals are likely to be recommended for approval?
One of the key goals of the program is to achieve significant visual impacts from the street and/or transformational interior renovations. Routine maintenance, one-off projects and/or piecemeal individual improvements do not qualify.
A single, but significant undertaking, such as removing an existing façade and replacing it with more attractive design and materials would be considered, as would proposals that incorporate a ***combination*** of major and minor improvements, such as substantial masonry restoration, new windows, decorative outside lighting, awnings, signage, and façade accents.

A transformational interior renovation is considered to have taken place when a **substantial** amount of a building's interior has been removed or replaced. There is no requirement for the structural components (i.e., the foundation, external walls, interior supporting walls, roofs, floors and staircases) to be renovated, but would still be taken into account when considering if a transformational and substantial renovation will take place. Removal does not preclude the reinstallation of the same fixtures. Repairs and partially completed projects (e.g., patching drywall, sanding hardwood flooring, roughed-in plumbing, unfinished walls, etc.) will not be considered as transformational or substantial renovations.

Q: What if the completed project deviates from the grant agreement?
If the applicant decides to change the project after approval, they must immediately contact the Planner for additional review.

Any unapproved changes to the project will void the grant and result in non-payment of funds.





Frequently Asked Questions (2 of 2)

Q: Is this a competitive or a first-come, first-serve process?
Applications will be accepted until funds are exhausted. Priority will be given to applications that can demonstrate a comprehensive proposal that aligns with program goals and objectives.

Q: How long will this program last?
Applications will be accepted and evaluated until July 31, 2021, or until funds are exhausted.

Q: Can a project receive funding from multiple grant programs under this and other Community Improvement Plans?
Yes, provided that the total amount of assistance does not exceed eligible costs.

Q: Where can I find more information?
The Downtown Development website contains more information regarding program goals and objectives, design guidelines, and more:
saultstemarie.ca/downtowndevelopment

You may also contact the Planner for this program:

Steve Turco, RPP
Senior Planner
5th floor, City Hall
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
705-759-5279
s.turco@cityssm.on.ca
saultstemarie.ca/downtowndevelopment



Application Form for Sault Ste. Marie's Downtown Development Initiative Grants

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1. Grant Programs:

☐ (a) Tax Increment Equivalent Grant (TIEG) for Major Developments.
☐ (b) Façade Improvement Grant.
☐ (c) Building Activation Grant for Vacant Spaces.
☐ (d) Upper Floor Residential Grant.
☐ (e) Patio Conversion Grant.

If you selected (c):
Has the subject property been unoccupied for 90 days or more?

◯ Yes
◯ No

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2. Applicant's Information:

Name

Address

Telephone Fax:

Email

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3. Registered Property Owner's Information:

Name

Address

Telephone Fax:

Email

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4. Registered Owner's Signature (indication concurrence with the application)**:**

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5. All Mail Should Be Directed To:

☐ Applicant
☐ Property Owner

---

6. Civic Address of Property:

7. Has the Property Been Designated under the Ontario Heritage Act?

- ◯ Yes
- ◯ No
- ◯ I do not know

If yes, what is the by-law #:

---

8. Is the Property in Tax Arrears?

- ◯ Yes
- ◯ No

---

9. Project Description - Please provide a brief history of your business (i.e. year established, change in ownership, description of clients/markets, etc):

---

10. Work Description - Please provide in detail the work to be done as part of this project:

11. Describe how the proposed works will improve the site or building (i.e. how will the works address aesthetics, functionality, energy efficiency, building or fire code improvements, barrier free improvements):

12. Describe the benefits this project will have on your business and the Downtown (e.g. new permanent and short-term jobs created, more entertainment or cultural activities to do downtown, new residents or commercial tenants to Downtown, aesthetics from the street, etc):

13. Project Budget:

EXPENSES	AMOUNT	FUNDING SOURCES	AMOUNT
Consultant/Contractor Fees		Applicant	
Materials (Construction Projects only)		Public Sector contribution (50% of eligible costs) to a maximum per program	
TOTAL		TOTAL	

Note: Include copies of all project cost estimates and design plans.

---

14. Consultant/Contractor Information:

Name of consultants/contractors to be used for construction projects (if known):

Labour:

Design:

Other:

Note: If labour or design work is being done independently by applicant, any costs associated with work are not eligible for grant reimbursement.

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15. Have you previously applied for a financial incentive grant? If yes, please provide details:

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16. Required Attachments:

Applications will not be reviewed unless all required attachments are received. A copy of each of the following is required:

- ☐ Quotes for all projects
- ☐ All relevant studies/drawings
- ☐ Proof of ownership of property
- ☐ By checking this box, I certify that the above required attachments are included and true and accurate to the best of my knowledge.

17. Certification:

All information provided is subject to the Municipal Freedom of Information Act and the Corporation of the City of Sault Ste. Marie's financial reporting duties.

None of the program can be applied retroactively to work already done.

I/We consent to the use of the presentations name, address, and images in connection with any program funding announcements.

I/We hereby apply for a grant under the Sault Ste. Marie Downtown Development Initiative Program. I/We agree to abide by the terms and conditions of the Financial Incentive programs. I/We understand that the grant can be reduced or cancelled if the agreed work is not completed or if contractors/suppliers are not paid. I/We hereby certify that the information given herein is true, correct and complete in every respect and may be verified by the Corporation of the City of Sault Ste. Marie (the Corporation). If any information provided is or subsequently becomes untrue, incorrect and/or incomplete, the Corporation may immediately cancel the grant and full repayment of any money already advanced, with interest, shall become due and payable. Any failure on behalf of the Corporation to verify the information provided is not a waiver of the Corporation's rights. I/We are not involved in any action of proceeding involving claim for damage with the Corporation.

I/We agree to the general eligibility requirement should I/We be successful in receiving a financial incentive grant.

Signature of Owner or Applicant: Date:

Signature of Owner or Applicant: Date:

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18. How did you learn about this grant program? (check all that apply)

- ☐ City of Sault Ste. Marie website
- ☐ Social media
- ☐ Newspaper or magazine
- ☐ The Downtown Association
- ☐ City staff
- ☐ Advertisement
- ☐ Other website
- ☐ Other:

Please ensure all questions are answered and submit application to:

Steve Turco, RPP
Senior Planner
City of Sault Ste. Marie Planning Division
99 Foster Drive, 5th floor
Sault Ste. Marie, ON Canada P6A 5X6
Tel: (705) 759 - 5279 Fax: (705) 541 - 7165
Email: s.turco@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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Brent Lamming, Director of Community Services**

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Municipal Challenge GHG Fund Grant**

PURPOSE

The purpose of this report is to request Council's approval to apply for the Municipal Challenge GHG Fund grant announced by the province of Ontario. This project's focus is on emission reduction and improved infrastructure at the John Rhodes Community Centre through the procurement and installation of a Full Plant Heat Recovery Unit to heat the indoor swimming pools.

BACKGROUND

The GHG Fund is a provincial Grant program that supports community-led action on climate change. On April 13, 2015, Ontario announced it is putting a limit on the main sources of GHG emissions through a cap and trade program that will invest auction proceeds in a transparent way back into initiatives that reduce emissions and help businesses remain competitive. Ontario's Climate Change Strategy, also announced in 2015, establishes the long-term vision for meeting Ontario's GHG reduction targets out to 2050.

The competitive, application based program will fund up to 100% of the eligible costs for GHG emissions reduction projects proposed by Municipalities. This is the second round of funding through the Municipal GHG Challenge Fund. The Municipal Challenge GHG Fund application deadline is July 13, 2018.

ANALYSIS

The Municipal Challenge GHG Fund provides funding up to $2,000,000 per project and municipalities may submit up to two applications.

If selected for funding, municipalities must demonstrate that they have or will have a community wide GHG emissions inventory, targets and plan to reduce GHG emissions approved by Council before 2021. Eligible projects include buildings, energy supply, transportation, water, waste and organic sectors.

City staff has reviewed potential projects and have identified a project at the John Rhodes Community Centre that fits the criteria for application and would have both an environmental and financial benefit to the Community.

This project will focus on renewable energy, decrease of building emissions and improved infrastructure at the John Rhodes Community Centre through the procurement and installation of a Full Plant Heat Recovery Unit to heat the indoor swimming pools.

This project will aid in the City's capital improvement in the near future considering the age of the two condensers in the room. Once this is installed and the condensers are replaced, a fluid cooler could be installed removing the need of water on the roof. Any waste heat that isn't being absorbed by the pool will then make its way to the fluid cooler. Additional facilities located within the facility will then be able to tap into this system and use as much heat as it is capable of producing through ongoing infrastructure upgrades.

FINANCIAL IMPLICATIONS
A study was conducted by I.B. Storey Professional Energy Solutions on December 24, 2010, which provided a comprehensive energy assessment on the John Rhodes Centre. The study identified 20 projects on page 70 of the report, one of them being the Full Plant Heat Recovery opportunity. The summary table presented that 1,117,000 in kWh or 206 GHG can be saved annually along with cost savings of $43,000.

This project is an innovative way to utilize waste heat energy and would be the first of its kind in Sault Ste. Marie. The City will be applying for 100% of the project funding for $302,000 of eligible costs.

STRATEGIC PLAN / POLICY IMPACT
This project supports the Focus Area: Infrastructure – Maintaining Existing Infrastructure.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2018 07 16 concerning the Municipal Challenge GHG Challenge Fund be received as information and Council approve the grant submission.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development &
Enterprise Services
(705)759-5314
b.lamming@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

Community Services Department
Community Centres Division

Brent Lamming
Director, Community Services

2018 07 16

Mayor Christian Provenzano and Members of City Council

Re: Municipal Challenge GHG Challenge Fund Grant

The City of Sault Ste. Marie received the following notification on Wednesday June 11, 2018 two (2) days before the June 13, 2018 submission deadline:

"Thank you for submitting or starting an application to the second round of the Municipal GHG Challenge Fund. Consistent with the recent announcement about programs funded with proceeds of the cap and trade program, the Municipal GHG Challenge Fund is being cancelled. Applications are no longer being accepted. Any applications that have been submitted will not be evaluated. Municipal GHG Challenge Fund Team"

In light of this response, City staff will not be recommending to submit the application as noted on Council agenda item 6.10. Staff will continue to look at new funding opportunities as they arise and or build this project into the budgeting process.

Respectfully,

Brent Lamming
Director, Community Services
Community Development & Enterprise Services
b.lamming@cityssm.on.ca

cc: Tom Vair, Deputy CAO – Community Development & Enterprise Services

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

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

DEPARTMENT: **Community Development and Enterprise Services**

RE: **FutureSSM Project Update**

PURPOSE

The purpose of this report is to provide Council with an update on the FutureSSM project.

BACKGROUND

On June 26th, 2017 City Council passed a resolution that the Final Recommendations of the Community Adjustment Committee be received as information and that City Council:

1. Endorse the plan as a key stakeholder;

2. Assign responsibility for coordinating implementation to Community Development and Enterprise Services;

3. Request a report outlining the specific steps and required resources to implement the recommendations of the Committee; and

4. Thank the Community Adjustment Committee members, Chair, Project Coordinator and all those involved for the preparation of this report.

On August 21, 2017 an implementation report was presented to City Council and a resolution was passed that the report be received as information and:

- Further, that Council authorizes staff to invest $444,656 in the implementation plan in 2018 using funds recently reallocated from SSMEDC.

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

On May 28, 2018 Council passed the following resolution:

> 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.

This report outlines the latest developments of the FutureSSM project.

ANALYSIS

As part of a regular update on the FutureSSM project, staff is pleased to report that the project is progressing well and momentum continues to build for this community development initiative. The activities underway include:

1) Community Engagement

As previously reported to Council, the foundation of the FutureSSM project is based on the fact that it is a community plan. That is to say it was developed by community members and the success of the plan will hinge on the ongoing involvement and commitment of time and resources by community organizations and citizens.

The Community Development Roundtable has met three times and has finalized the Terms of Reference for the CDR and for the working committees/action teams that have been assembled. Below is an updated list for the CDR and the members of the working committees/action teams:

Community Development Roundtable:

- Brenda Stenta
- David Nanang
- Donna Hilsinger
- Jody Rebek
- Josh Ingram
- Lucia Reece
- Mike Nadeau
- Ralph Barker
- Shirley Horn
- Tim Lukenda

Working Committees/Action Teams

The Mayor will be leading an Indigenous Advisory Circle directly and has already been in touch with members of local First Nations and Metis communities. The other working committees/action teams include:

- Arts and Culture
    - Donna Hilsinger - Lead
    - Candace Day
    - Dave Mornix
    - Ed Turgeon
    - Greg Marshall
    - Helena Huppolainen
    - Jasmina Jovanovic
    - Russel Raven
    - Sean Meades
    - Councilor Susan Myers

- Downtown Development
  - Josh Ingram - Lead
  - Adrian DeVuono
  - Ashleigh Sauve
  - Frank Pastore
  - Graham Atkinson
  - Jake Cormier
  - Kristi Cistaro
  - Mitch Case
  - Rory Ring
  - Tanya Kerhanovich
  - Councilor Sandra Hollingsworth

- Economic Growth and Diversity
  - Ralph Barker - Lead
  - Ashlee Gerard
  - Francine Floreani
  - Jeff Elgie
  - Kevin Wyer
  - Mike Pratt
  - Susan George
  - Tim Lavoie
  - Councilor Matt Shoemaker
  - Resource Members:
    - Dan Hollingsworth
    - Pete Bruijins
    - Jonathon Coulman

- Education
  - Lucia Reece - Lead
  - Asima Vezina

- Jennifer Wallenius
- Jonathon Budau
- Rodney Hanley
- Ron Common
- Rose Burton-Spohn
- Councilor Paul Christian
- Student Trustee (To be selected in Sept.)

- Energy and the Environment
  - David Nanang - Lead
  - Ashley Moerke
  - Colin Kirkwood
  - Jim Tait
  - Kieran O'Neill
  - Pamela Perralt
  - Pedro Antunes
  - Rob Brewer
  - Rob Reid
  - Stephen Perkio

- Social Equity
  - Mike Nadeau – Lead
  - Ali Juma
  - Annette Katajamki
  - Cathy Syrette
  - Gary Vipond
  - Kim Streich-Poser
  - Michael Maville
  - Paul Baldassaro
  - Sean Sparling

- Health
    - The invitations have just been sent out to this working committee and members will be confirmed shortly.

As evident by the names included on the working committees/action teams, it is clear there is significant support from community members to participate in the FutureSSM project and staff is extremely pleased with the calibre of individuals that have agreed to participate.

To date, action team meetings have been held for the Downtown Development (2), Arts & Culture (2), Energy & Environment (1). Meetings for Education and Economic Growth and Diversity are scheduled to meet on July 10th and 12th, respectively.

The initial meetings have indicated a strong desire for collaboration across the community and to make a positive impact by undertaking both short term action items and longer term strategic initiatives.

2) Funding Applications

The City has received positive news from both the Federal and Provincial governments for this initiative. FedNor has approved $1.1M towards the project and a written agreement appears elsewhere in the Council package for approval. NOHFC has approved $1.4M in funding to support the project and a written agreement appears elsewhere in the Council package for approval.

This funding leverages the City contribution of $1,337,000 ($444,656 x three years plus in-kind contributions) and a contribution from the Algoma Leadership Table members to support the Social Equity Coordinator role to bring the total, three year project budget to $4,011,000.

This enables the project to proceed in full with a dedicated project team and funds in place to advance recommendations from the Community Development Roundtable and support strategic priorities including community promotion.

3) Project Team

As indicated in the last Council update, staff has begun the recruiting process to build out the FutureSSM project team. Staff is pleased with the calibre of applicants to this project and is happy to introduce the Project Manager:

- Project Manager, FutureSSM – Travis Anderson

Travis Anderson joined the City on May 22nd, in the position of Project Manager, FutureSSM. Travis has over 14 years of project management

experience in the natural resource sector including leading the development of large-scale renewable and conventional energy projects. His experience includes management of engineering design, commercial feasibility studies, environmental impact assessments, First Nations consultation, stakeholder relations, regulatory approvals, construction and operations in Canada and internationally.

Travis received his Bachelor of Science in Environmental Studies from Carleton University and obtained his Masters of Business Administration from the Simon Fraser University. He also holds a Project Management Professional (PMP) designation offered by the Project Management Institute (PMI).

The position being co-funded with the Algoma Leadership Table for the Social Equity Coordinator was posted first. We are currently in the process of selecting our preferred candidate for the Social Equity Coordinator and hope to have that individual on staff by the end of July.

Job postings for the following FutureSSM contract positions closed on June 30th and interviews are currently being schedule as follows:

- Film/Digital Media Coordinator (Interviews being scheduled week of July 9th)
- Arts and Culture Coordinator (Interviews being scheduled week of July 16th)
- Communications Coordinator (Interviews being scheduled week of July 16th)
- Labour Force Development Coordinator (Interviews being scheduled week of July 23rd)

These individuals will play important roles in advancing the recommendations from the Community Adjustment Committee and the FutureSSM project plan. They also provide the necessary resources to properly implement this community development initiative and achieve the desired results.

4) Project Activities

a. Community Promotion - The desire to promote our community was identified as one of the eight overarching goals, as recommended by the Community Adjustment Committee.

"Sault Ste. Marie possesses quality of life opportunities and affordability that is attractive for businesses and professionals. We need to develop a broad and cohesive community brand and

communications strategy that celebrates our strengths, improves community spirit, and sells our community to the world at large. This strategy embraces and supports all four pillars."

In an effort to address the recommendation of the CAC report, the City of Sault Ste. Marie, in June 2017 embarked on Phase 1 of it's community promotion strategy. Utilizing funds from the CAC process and through an RFP process, staff selected Trajectory brand consultants to undertake the first phase of a community branding exercise. Trajectory assisted with a community engagement process to identify brand ingredients and a community identity strategy (Attachment A) that will be used to inform Phase 2 of the process – the development of a visual identity, messaging and campaign recommendations.

Trajectory conducted workshops with over 15 different groups, including members from:

- City Council
- City Staff
- Algoma University
- Sault College
- Tourism SSM
- SSM Chamber of Commerce
- SSM Economic Development Corporation
- Downtown Association
- SSM Innovation Centre
- SaultMed - Sault Ste. Marie Physician Recruitment & Retention Program
- Sault Career Centre
- Strive Young Professionals Group
- Local entrepreneurs, developers and large private sector companies

An online survey was also conducted to obtain feedback from the general public. From this community input four main brand ingredients emerged which are summarized from the report below:

- Sustaining Quality of Life - A sustaining quality of life is vital here. Family-friendly, work/life balance.
- Maker Ingenuity - For centuries, enterprising builders and entrepreneurs have forged world-renowned solutions here. From paper and steel to transport and hydro and now into digital solutions.
- International Trailhead - Far more than a border city, we are an

international trailhead for commerce and recreation.

- Bawating spirit – this defines our heritage, culture and deep connection to water. For millennia, our waterways - at the heart of the Great Lakes - have been essential gather places, trading routes and home to diverse populations of First Nations, Metis and pioneering communities from across the globe.

Together, these four ingredients create a distinctive story that Sault Ste. Marie can own and activate.

Phase 2 of the community promotion, is intended to build off of the work conducted in first phase and will see the City, as the facilitator of the FutureSSM project, lead a consortium of local organizations (the Steering Committee) to assess, improve and develop its current visual identity and promotional efforts. It is important to note the intent is to improve the way the community:

- Engages current residents and improves morale
- Attracts and engages prospective residents and students with the excellent quality of life and the unique benefits of living in Sault Ste. Marie
- Attracts businesses to the community

Staff will undertake an RFP for the second phase of the project to seek support from a consultant in the development of the visual identity and implementation plan. The proposed scope of work to be addressed by the consultant includes, the development of a logo/wordmark and style guide, as well as the development of an implementation plan to guide the City through the process of introducing the visual identity within the City, to partner organizations and to the public.

Staff anticipates returning to Council with the final design in the late Fall/early New Year timeframe.

b. Sault Summit – On April 21st, over 40 former Saultites gathered together at Branksome Hall campus in Toronto to engage in a high level strategy session for the benefit and development of Sault Ste. Marie. Drawing on individuals with significant industry experience and a passion for their hometown, the afternoon was spent providing an update on the current state of Sault Ste. Marie and the FutureSSM initiatives that are being set in motion to build a stronger, more vibrant and healthy community. The group shared their thoughts and ideas for the development of Sault Ste. Marie and was supportive of continuing the dialogue and attending future events.

The day was made special with a video message from the Right Honourable David Johnston, former Governor General of Canada and a keynote speech from Dr. Roberta Bondar.

The ideas and suggestions for the day have been captured, distributed to the attendees and staff is now working at integrating this feedback into the work being undertaken as part of the FutureSSM project. Future events to build on the success of this event are being developed and staff will report back to Council in the future as plans are finalized.

Summary

As evidenced by the activities outlined above and the community leaders engaged in the FutureSSM project, it is evident that momentum is building for this initiative. The approval of funding from our Federal and Provincial levels of government alongside the contribution from the City of Sault Ste. Marie and members of the Algoma Leadership Table now enable the project to advance in full.

The addition of the dedicated project staff resources will also greatly assist in advancing the different focus areas of labour force development, social equity, arts and culture and film/digital media development. Also, the dedicated communications coordinator role will ensure that City Council, project volunteers and citizens are informed regularly of the progress and activities being taken through the FutureSSM project.

The focus of the project remains to develop the community in each of the Four Pillars identified (Economic Growth and Diversity, Arts and Culture, Social Equity and Environmental Sustainability) with the common cause and direction:

“We want Sault Ste. Marie to be a vibrant city with a population of 100,000 by 2037. We will invest in our People. We will celebrate our Place. We will create Prosperity.”

FINANCIAL IMPLICATIONS

The City’s contribution towards community development activities from which this project was developed was approved by City Council at the July 31st, 2017 special Council meeting.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors exactly the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote

and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

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

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 06 16 regarding FutureSSM project be received as information.

Further that Council confirm the City’s total financial commitment over the duration of the project ($1,358,468) and commit to cover any potential cost overruns of the project (as per NOHFC’s funding requirements)

Further that Council approve By-law 2018-157 to authorize a funding agreement with the NOHFC for the FutureSSM project which appears elsewhere on the agenda.

Further that Council approve By-law 2018-158 to authorize a funding agreement with FedNor for the FutureSSM project which appears elsewhere on the agenda.

Respectfully submitted,



Tom Vair
Deputy CAO, Community Development and Enterprise Services
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Sault Ste. Marie

Brand Evolution

Final Report

2018



Executive summary

In June 2017 Trajectory began its work with the city of Sault Ste. Marie to update and develop a community identity strategy. This project, and our process, is a direct follow up to the brand-related recommendations of the Community Adjustment Committee's recent study and community engagement.

The final deliverable from our work is to be a report that introduces the updated brand platform (community identity strategy) and makes recommendations on how to introduce the new strategy and ensure its long-term success.

The current version of this report is an interim recommendation that should be used to introduce, socialize, and validate some of the new language and ideas contained here within, especially with key stakeholder groups whose input and validation will be essential. Once this additional engagement has been completed (to include additional interviews, presentation/working sessions and a community survey), Trajectory will make the necessary refinements to this document and submit its final recommendations.

Some of the content and background information of this current report is a consolidation of past presentations which can be attached to the final report as appendices.

On the pages/slides that follow we review (at a high level) some of the key inputs and findings from the information gathering, and then we introduce new brand pillars, a brand story, brand character, and implementation recommendations.

Contents

Executive summary	2
What is a place brand?	4
Critical success factors	5
Shaping our Brand Story	6
Brand pillars	14
Brand story	18
Brand character	19
Implementation recommendations	20
Appendix – validation survey data	

A place brand is…

It's the sum of ideas and impressions people have about a place based on:

- the PROMISE of an experience or offer
- the **STORY** of where we're going and why it matters
- the **TRUST** we create when we deliver on our promises
- Key **DIFFERENTIATORS** (Drivers of choice)
- an **IMAGE** that makes us easy to recognize

Critical success factors

Effective branding practices are rooted in active leadership, monitoring and management. To deliver on the potential of an evolved placebrand there are a number of success factors that SSM must be cognizant of and work towards:

- Senior leadership endorsement and visible support
- Dedicated marketing and communication resources
- Internal engagement and active participation from departments across the city, including its many partners and region influencers
- Collaborative, creative approaches to optimizing resources and opportunities for all partners
- Coordinating core messaging and branding across the city by providing tools, advice and training
- Consistent quality standards across communications, videos, advertising etc.
- Commitment to long-term planning
- Measuring impact, providing feedback and celebrating successes

Brand metrics should be rooted in the City's overall strategic goals and objectives and be closely related to specific desired outcomes – with a clear knowledge of the purpose and the desired results. For many factors, it is also important to have baseline data for comparison.

Sault Ste. Marie

Shaping our Brand Story

We're building on diverse inputs

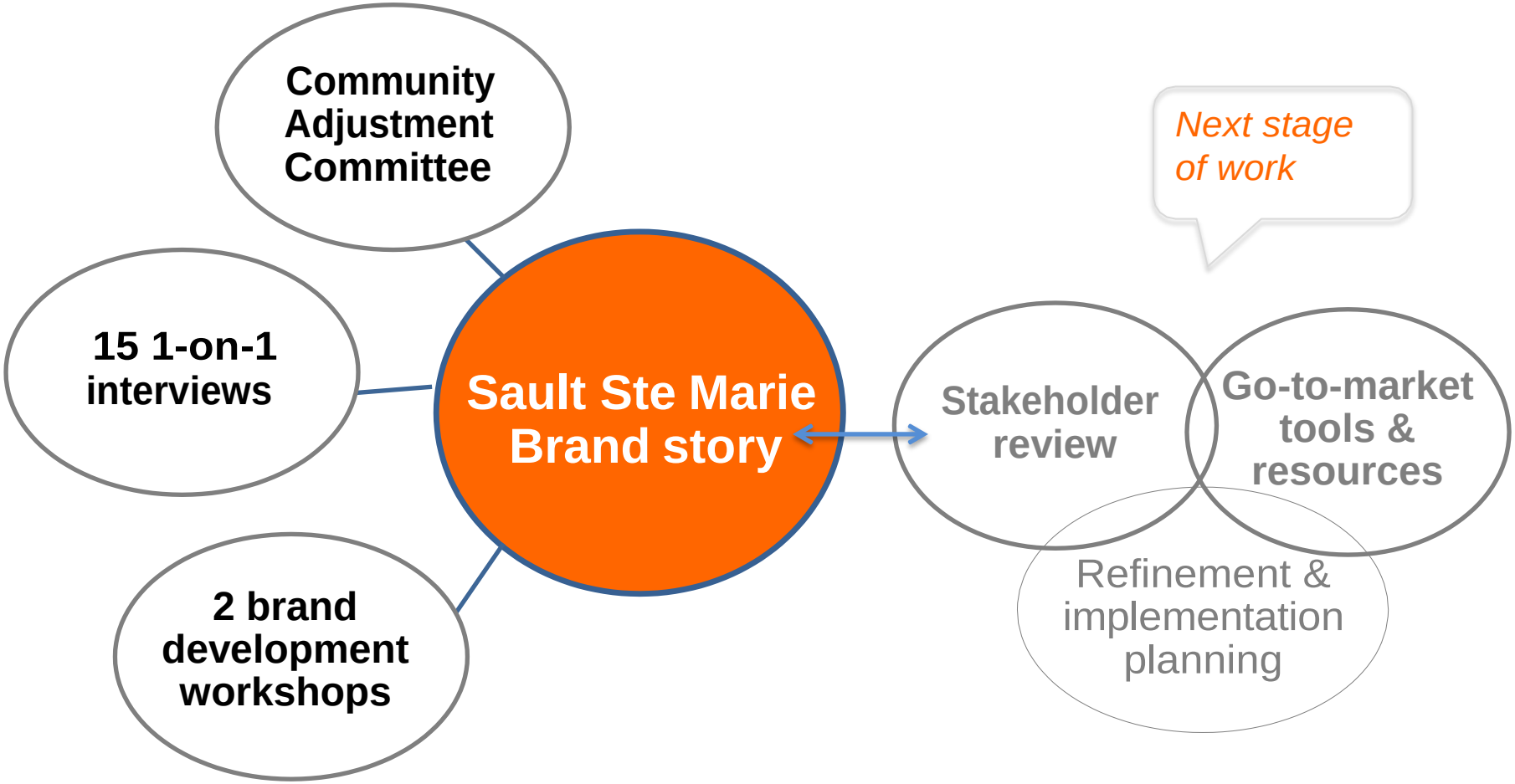
Our work builds on input from the following sources including the Community Adjustment Committee's in-depth consultation and report (futuressm.com).





We're building on diverse inputs

This initial report will be evolved through additional stakeholder engagement to assess, refine and prioritize next steps and an implementation strategy.



Key themes: interviews

Location can be a major differentiator
- Strategically located – border city with US
- Cost of doing business is very competitive
- International tourism is growing

Transition from old to new economy is gaining momentum

The investments in Downtown are starting to have impact
- Signs that people are returning to live and open businesses Downtown build confidence
- Amenities like arts & culture, restaurants, market, & waterfront are seen as important draws

Quality of life and family-friendly are why people stay
- Starting a family? Homes are affordable here.
- SSM is a great fit for “weekend warriors.”

Retaining and attracting residents is vital…
- There aren’t enough people to replace the retiring population
- Target the “diaspora” – people that go away to school & work
- Attract newcomers to inject new energy into the community

But more needs to be done to make people feel welcome and keep them here.

Widespread concern about community confidence
- Lack of civic pride and community engagement are consistent themes

From-To

Several shifts were identified—both in how the city acts internally and is perceived externally—that indicate the type of change residents and key stakeholders feel is critical to the long-term success of the region.

We would like to shift from being…	To an experience that is/has:
Remote, disconnected	Connected, strong sense of place
Single economy (industrial)	Diversified, professional, new economy
Lack of entertainment options (in particular for youth)	Vibrant, youthful, and diverse new energy
Local skepticism and cynicism	Optimism and local pride
Financial uncertainty	Economic momentum
Government talk, but limited action	Smart investments in community and culture

Workshop insights

Through our workshops, several brand “building blocks” emerged as key ideas…

Building Blocks

Easy access to extraordinary, 4-season natural assets

Growing social and cultural diversity

Lifestyle-smart options

Affordable housing & commercial spaces

Safe, big city amenities & shopping; downtown revitalization and housing; hometown feel

Great work/ balance; su for entrepre

Building Blocks

One of the largest urban Aboriginal populations in Ontario

Unique place heritage: Traditional trade & gathering place for millennia

Youth engagement

Baawitigong identity

Leading indigenous cultural & education centre (e.g. Shingwauk Kinoomaage Gamig)

Diverse indigenous communities: Garden River, Batchewana, Métis Nation, Missinabie Cree

Building Blocks

Transportation: strategic Great Lakes location

Recrea cruises world-c water sports

Water for growth

Commercial: advantages for energy, manufacturing etc.

Waterfront revitalization: boardwalk, historic Canal Dist real estate development, new border crossing

Building Blocks

Skilled labour force; supply chain experts; steel, mining etc.

Growth of start-ups in key sectors: gaming, energy, tech, GIS, aerospace, agriculture & food, new materials

Maker ingenuity

Entrepreneurial heritage... paper, steel, rail, energy etc.

Small business strengths; entrepreneurial supports & incubators

Growing “maker” movement; rapid prototyping

Building Blocks

Key US/Canada border crossing; air, land & water access

Gateway to world-class “signature” experiences and wilderness adventure

International “trailhead”

Growth in specialized international business sectors: gaming, natural resources, GIS etc.

Focus on attracting international talent (students, professionals)

Development opportunities





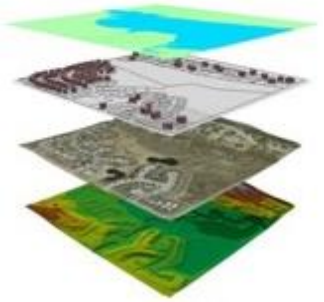




Sault Ste. Marie

Brand pillars, brand story & brand character





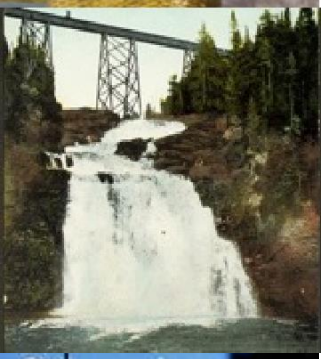




Maker ingenuity

For centuries, enterprising builders & entrepreneurs have forged **world-renowned solutions** here… from paper and steel to transport and hydro. Today, that same "maker" ingenuity is **powering new segments of the global economy**: renewable energy, gaming, geomatics, aerospace, ecosystem management, agri-innovation and more. It's also **incubating start-ups, revitalizing craft industries** and **honouring indigenous knowledge**. That's why the resourceful and independently minded find themselves so at home here.









Sustaining quality of life

Sustaining **quality of life** is vital here. Family-friendly, work/life balance; affordable housing; centres of learning and culture; urban amenities; and our renowned 4-season recreation assets are natural complements to our **vanguard role in green energy** systems (solar, wind, water, geothermal, biomass); environmental stewardship and science-based research. This is the place to enjoy a “big” lifestyle with a small footprint. The nature that surrounds us inspires our **commitment to living well and growing well.**







International trailhead

Far more than a border city, we are an **international “trailhead” for commerce and recreation**. Whether you travel by water, rail, land or air, this is the prime route to North America’s heartland. For business, it’s a leading hub for **transportation, specialized industry and digital innovators**. For recreation, this is an ideal gateway to **one-of-a-kind tourism, waterways and wilderness** adventure. For international professionals, students and newcomers, we are a welcoming harbour for **settlement opportunities**.







SHINGWAUK
KINOOMAAGE GAMIG
Centre of Excellence in Anishinaabe Education



Baawitigong spirit

The Baawitigong spirit defines our **unique heritage and culture**. For millennia, this has been an essential meeting place – the crossroads of continental trading routes and home to **diverse populations** of First Nations peoples, Métis and pioneering communities from across the globe. Economically and spiritually, we have always been bound together by our rich **water resources** and **knowledge sharing**. As a national centre for **indigenous culture and education**, we are committed to building on these strengths.

Brand Story

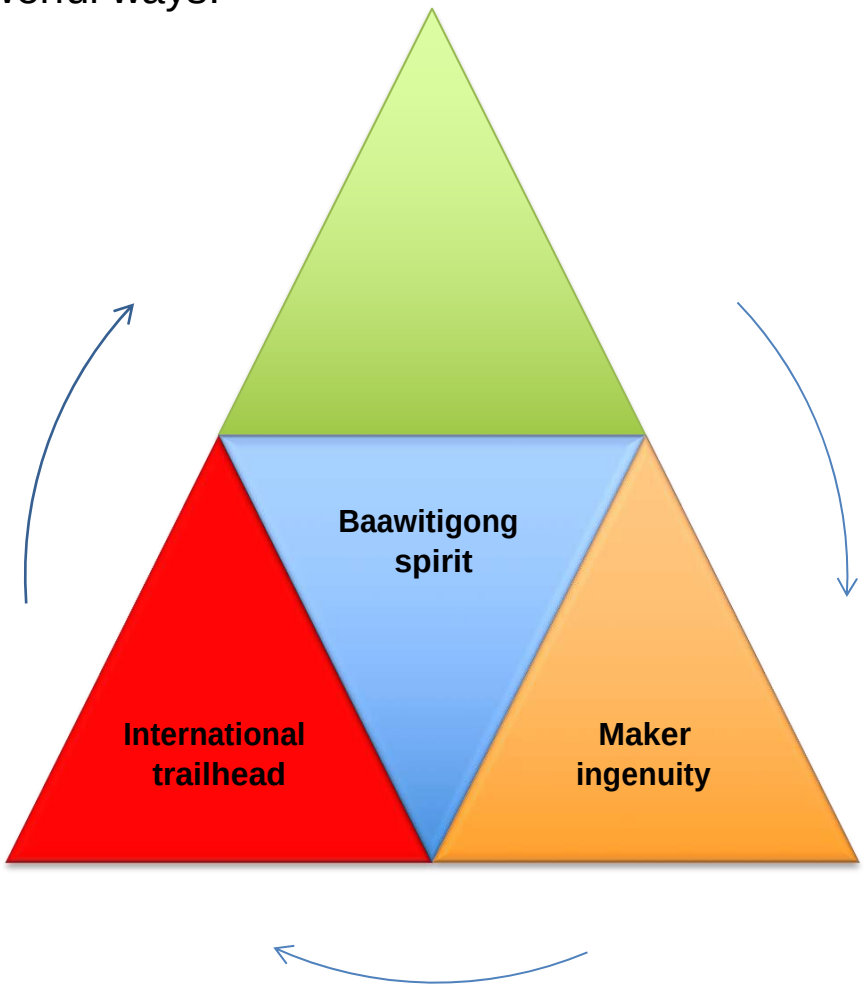
For millennia, enterprising communities have gathered here to forge powerful connections – to trade, to share knowledge and culture, to harness resources and build new futures. This ***Baawitigong spirit*** defines our unique heritage, culture and knowledge assets.

We've always been an ***international "trailhead,"*** connecting the world to the heart of North America through our vital waterways, rail, air and highway links. Our spirit, locale and resourcefulness are why ***maker ingenuity*** thrives here. Today, it's powering new segments of the global economy, from renewable energy and specialty manufacturing to geomatics, agri-innovation and craft industries.

People are drawn to our "big" yet ***sustainable lifestyle***. Everyday, the extraordinary nature that surrounds us inspires our commitment to living well, playing well and growing well. Together, we can make something extraordinary… **Sault Ste. Marie, Canada**

Story ingredients

Together, these 4 lead “ingredients” create a distinctive story that Sault Ste. Marie can own and activate in powerful ways.



Brand Character

These character traits, based on archetypes, can act as filters for the Sault Ste Marie brand, shaping the experiences we offer and how we deliver them for all our audiences.

The interplay of the five attributes is important. For example, ask "Can we dial up authentic + creative + Independent to generate a more distinct 'on brand' approach?"



Sault Ste. Marie

Recommendations

Build from the inside out

"The first people that have to be on board with a new brand are the people that live it. They have to **believe it** and invest in it."

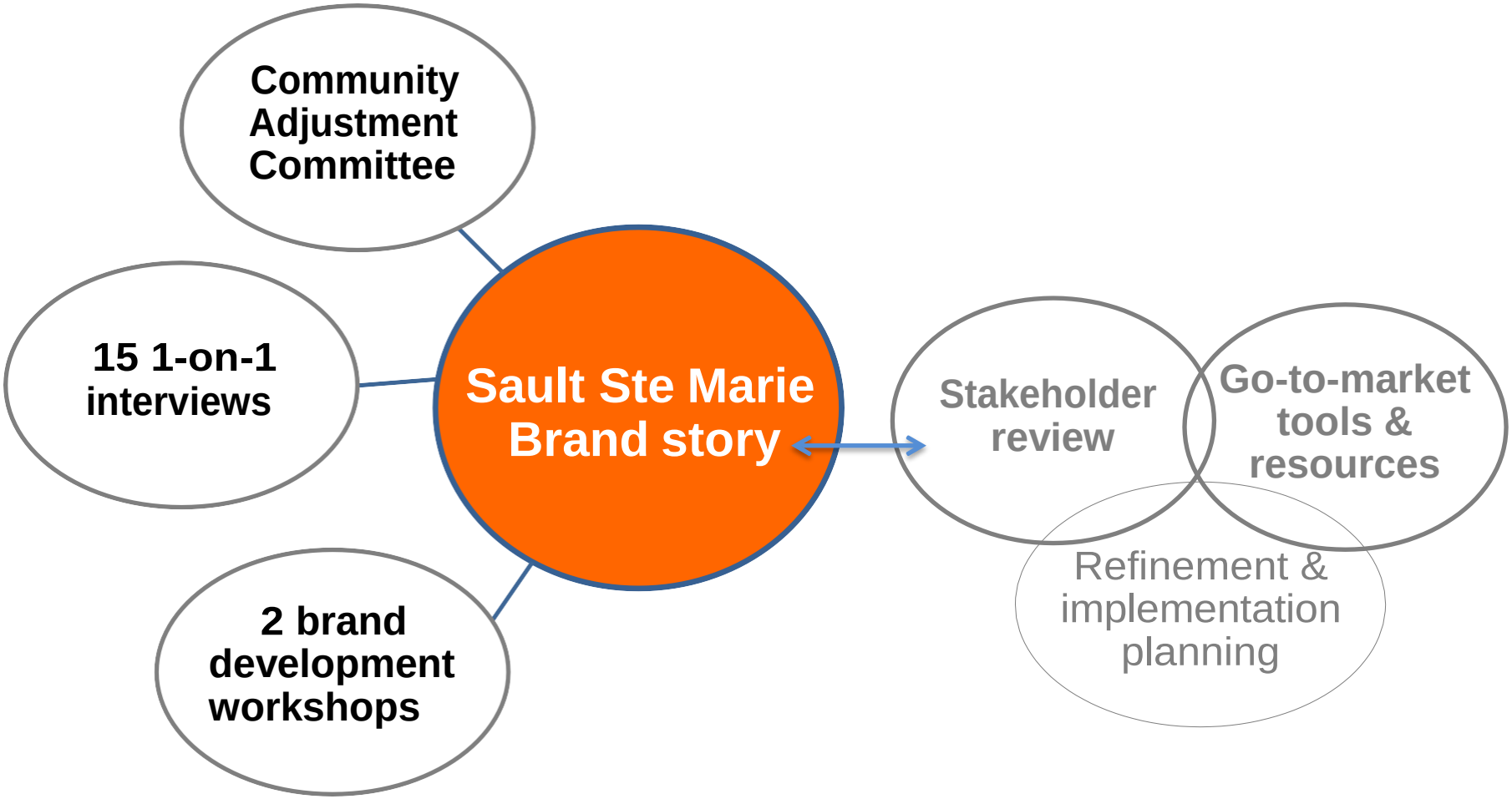
– University of Waterloo



Recommendation:

Extend stakeholder input

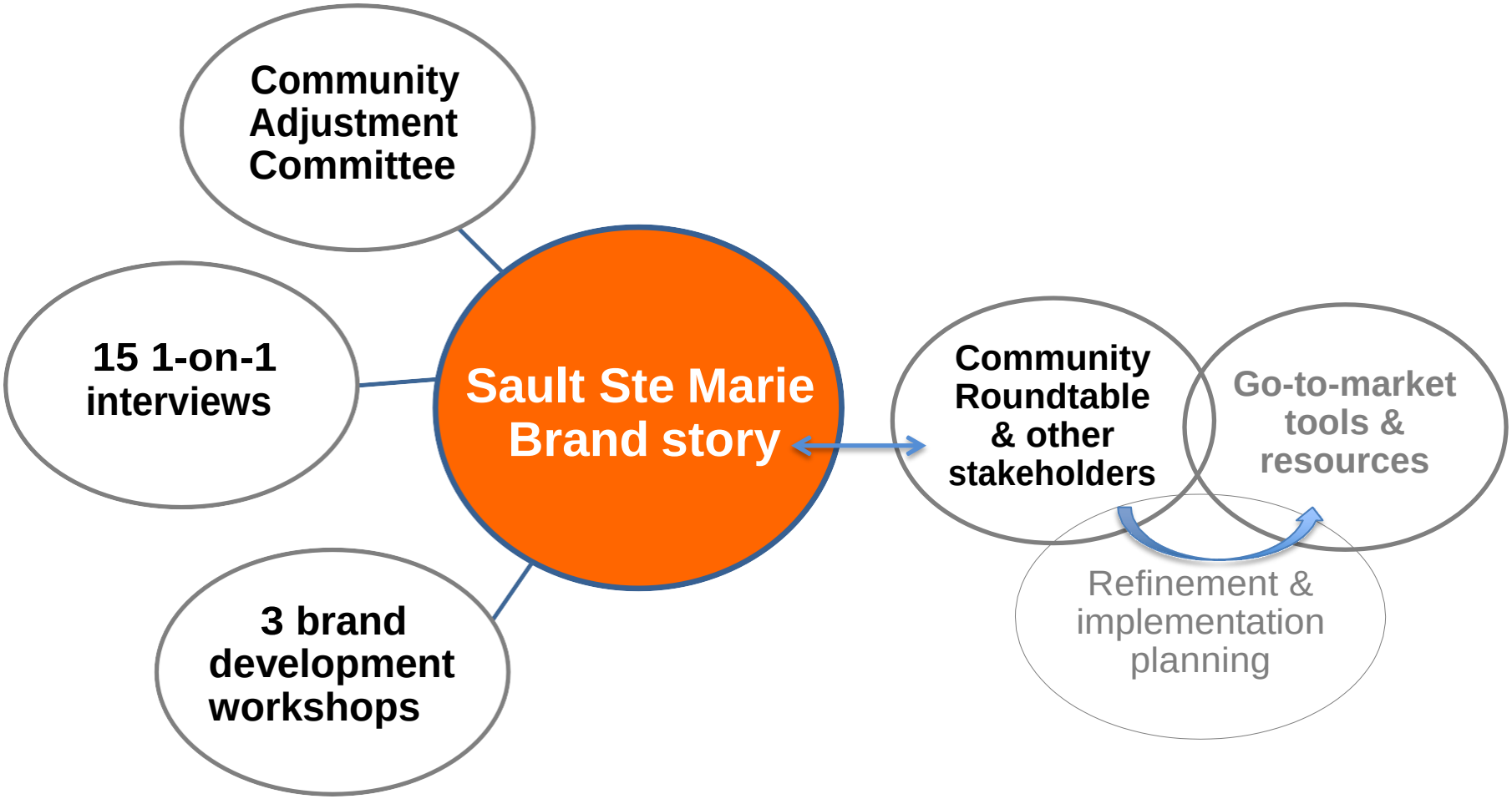
This brand work is a recommendation of the Community Assessment Committee. This group and others should be involved in vetting and refining the brand elements.



Recommendation:

Extend stakeholder input

This brand work is a recommendation of the Community Assessment Committee. This group and others should be involved in vetting and refining the brand elements.



Recommendation:

Foster community engagement

The challenges:

- Lack of civic pride and community engagement.
- Highly vocal, skeptical and cynical voices dominate public discourse in media.
- Lack of awareness of positive community initiatives.

What's needed:

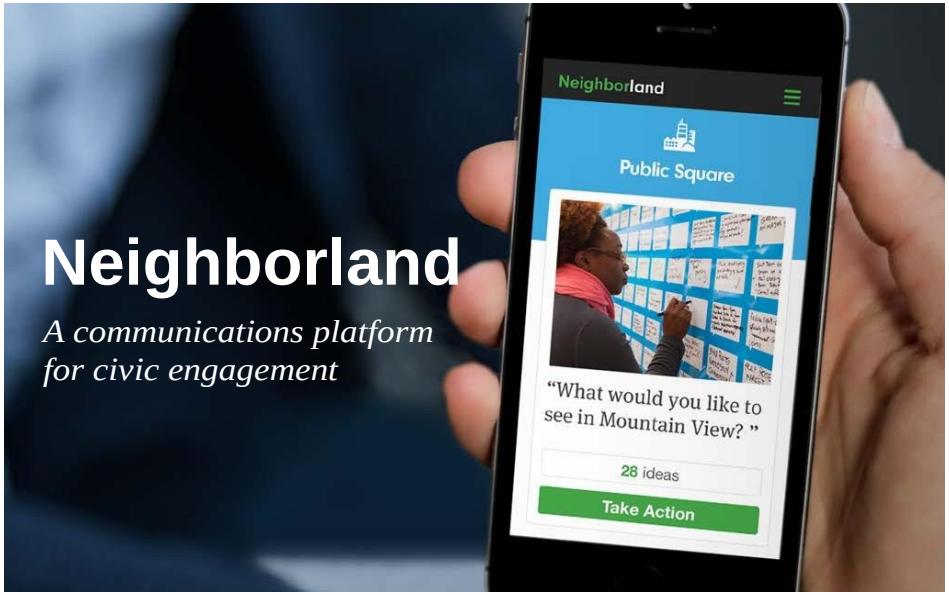
- A multi-phase community engagement/pride-building strategy.
- Highly visible public outreach, online & offline.
- A community collaboration hub. These hubs can provide a robust channel for dialogue and engagement. Participants can post ideas, support initiatives, share stories, participate in surveys etc.

Goals include:

- Challenge assumptions and "naysayers" with constructive inquiry – How can we…? What would it take?
- Give voice to youth and the leaders of tomorrow.
- Encourage collaboration among interested people.

Foster community engagement

Create a public collaboration platform: Neighborland and similar engagement tools create highly visible opportunities for the public to respond to questions such as “How can we…?”







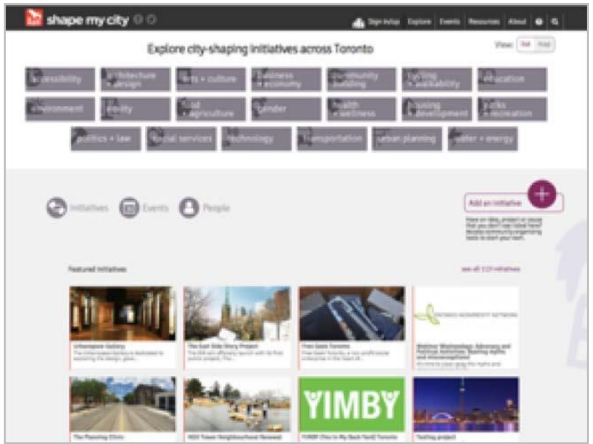
Residents share ideas, vote (“me too”), propose solutions, and donate their time or money.

Note that city agencies can seed opportunities for the public.



Facilitators draw custom maps with pins and polygons.

Residents share insights on a map-based interface.



Recommendation:

Rally the public; build pride

The challenges:

- Lack of civic pride and community engagement.
- Highly vocal, skeptical and cynical voices dominate public discourse in media.
- Lack of awareness of positive community initiatives

What's needed:

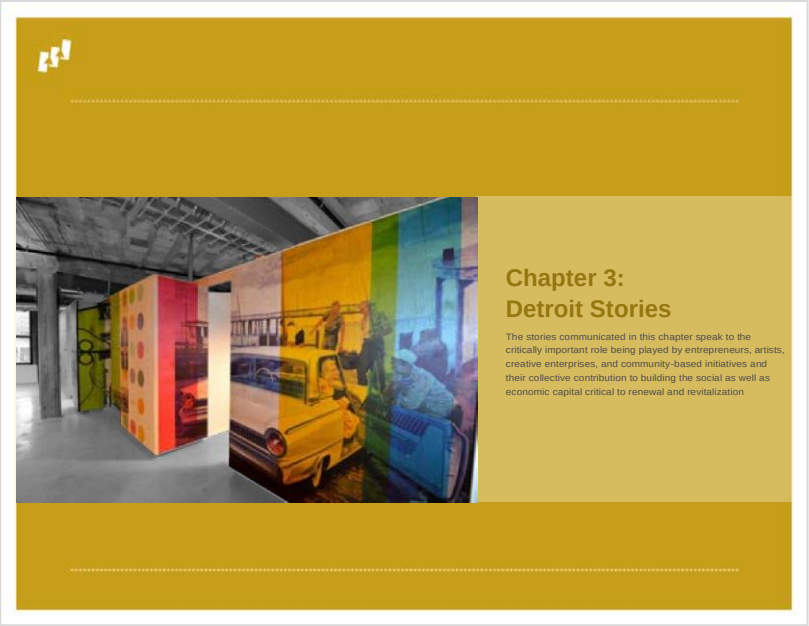
- A multi-phase community engagement/pride-building strategy.
- Provide locals with evidence-based stories that affirm SSM's strengths and opportunities.
- Collect, distribute and showcase positive initiatives and successes that support the brand positioning.
- Highly visible public outreach, online & offline, focused on pride building.

Goals include:

- Challenge assumptions and "naysayers" with constructive inquiry – How can we…? What would it take?
- Celebrate brand-aligned "bright lights" – successful "makers" and exemplars of "Baawitigong spirit."
- Encourage collaboration among interested people.

Rally the public; build pride

Reimagining Detroit: storytelling



The success "story reservoir" for Detroit's cultural mapping project highlighted:

Anchor organization stories
reflect well-established entities in the local cultural scene

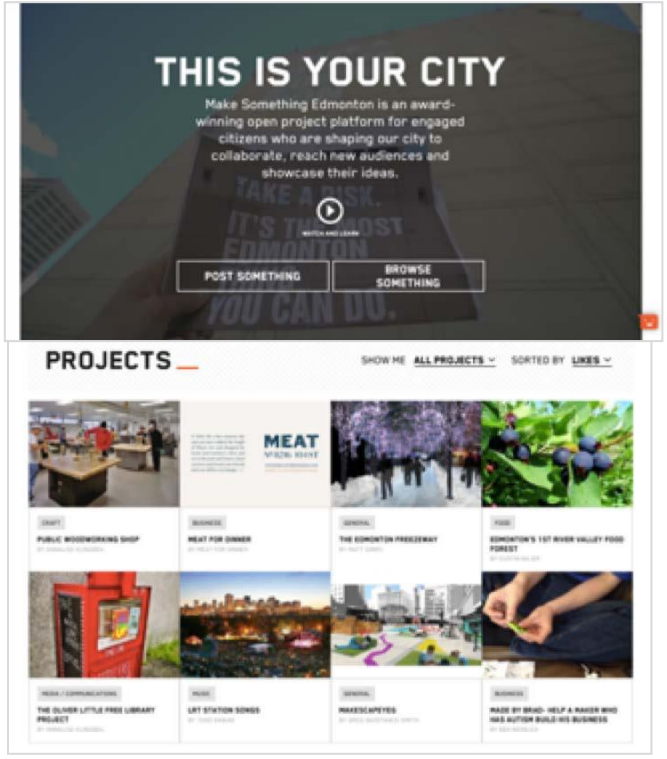
Positive momentum stories
focus on profiles of people and organizations that are demonstrating impact

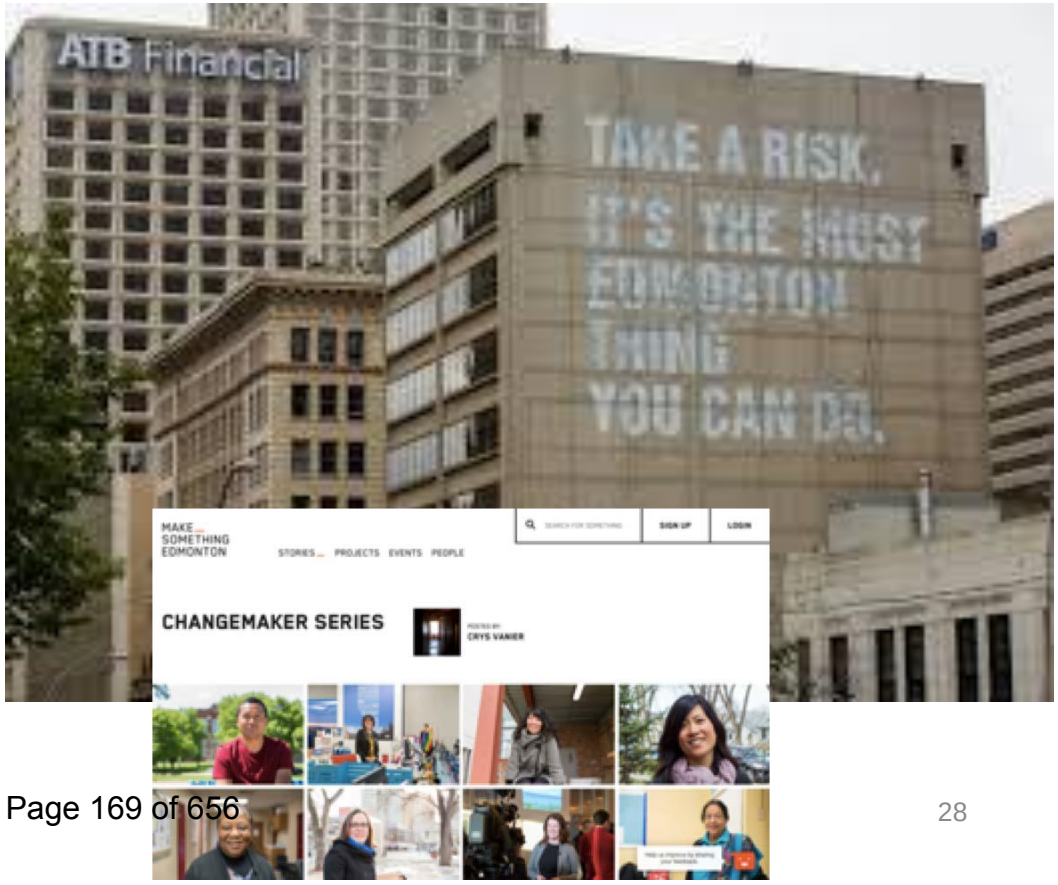
Ones-to-watch stories
focus on emerging or up-and-coming players with great promise

Rally the public; build pride

Make Something Edmonton

Leaders identified the city's #1 problem was poor reputation: "We don't have a story to tell." It was preventing investment and talent attraction and inspired a spiritual malaise. With "Make Something Edmonton" rather than use a single tagline, the program featured "statements of encouragement" and examples of the city at its best plus an ambassador book and profiles of inspiring people and projects.





Recommendation:

Create an Ambassador program

The challenges:

- Recruiting and retaining residents as well as small business owners is vital for the future of the community
- Often employees and professionals recruited to the region leave because their partners and family don't make meaningful connections.

What's needed:

- Build on the strength of existing programs and initiatives like SaultConnect.
- Empower ambassadors with tools and support.

Goals include:

- Ensure visitors, students and new residents feel welcome and well connected in the community.
- Help students and residents settle in and encourage people to stay.
- Engage the Sault's "diaspora" nationally and internationally.



Create an Ambassador program

Greenville, South Carolina
This initiative is designed for business owners, industrial managers, front-line employees, students, and anyone who is interested and invested in promoting and growing the Greenville-Pitt County community. It includes two tours of local attractions and one day of in-class instruction on visitor needs and best practices.



Create an Ambassador program

OnlyLyon, France

OnlyLyon, France

The OnlyLyon Ambassador program has had over 24,000 people have participate.
http://www.onlylyon.com/en/



Program also has a "future student" program

Program is designed to engage Lyon's global "diaspora" and fans.

Recommendation:

Create an Ambassador program

Berlin, Germany

Berlin, Germany

The Berlin programs give Ambassadors access to promotional materials as well as digital media content.

BERLIN BOXES AND MATERIALS



Berlin Box



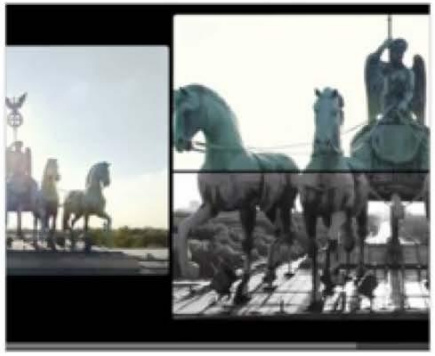
Promotional Products



Brochures



Poster



Movies

Retain youth and students

The challenges:

- Large percentage of Sault Ste Marie youth move elsewhere for post-secondary education.
- It is harder to get youth to stay in the community if their future prospects are unclear.

What's needed:

- A retention program that encourages youth to study and work locally.

Goals include:

- Partner with employers and educational institutions to create and promote youth opportunities.

Develop student retention plan

Edinburgh, Scotland

The Edinburgh Guarantee ensures that every young person leaves school with the offer of a job, apprenticeship, training or further educational opportunity. Edinburgh works with partners to identify these employment opportunities. The scheme offers support to employers and young people, through wage subsidies, financial support, and training courses. These ensure that it benefits young people and businesses alike.
http://www.eurocities.eu/eurocities/eurocities-awards/awards2015



Recommendation:

Create a “brand council”

The challenges:

- Encourage broader ownership and adoption of the SSM brand positioning.
- Engage businesses, community groups and indigenous communities in shaping and communicating the messaging.
- Brand-building initiatives can take years to build momentum.

What’s needed:

- A forum for vetting and collaborating on brand initiatives that extend beyond the programs that the city controls.

Goals include:

- Building support and collaboration
- Creating sustainable systems and long-term investment in brand activation
- Provide long-term advice and ideas

Sample responsibilities of a brand council:

- Development of detailed Experience Masterplan
- Identification of “signature” initiatives and early win projects
- Advice on launch plans and timetable
- Brand implementation, management and future development
- Vetting of marketing messages for, and communications with, key target markets
- Active support through business and personal networks

Sault Ste. Marie

Appendices

Brand validation

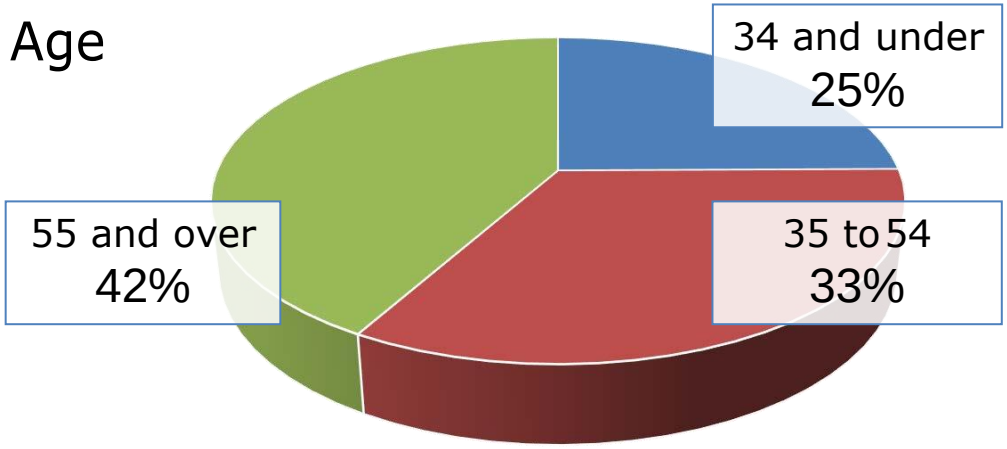
The new brand strategy was validated using an online survey and the results demonstrate support for the refreshed narrative, as well as offer insight into some implications for implementing the new brand. This is a summary of the insights.

Total Responses
461

Gender
53% female
43% male
*4% prefer not to say

Where do you live?
84% current SSM resident
8% former SSM resident
7% outside SSM
2% other

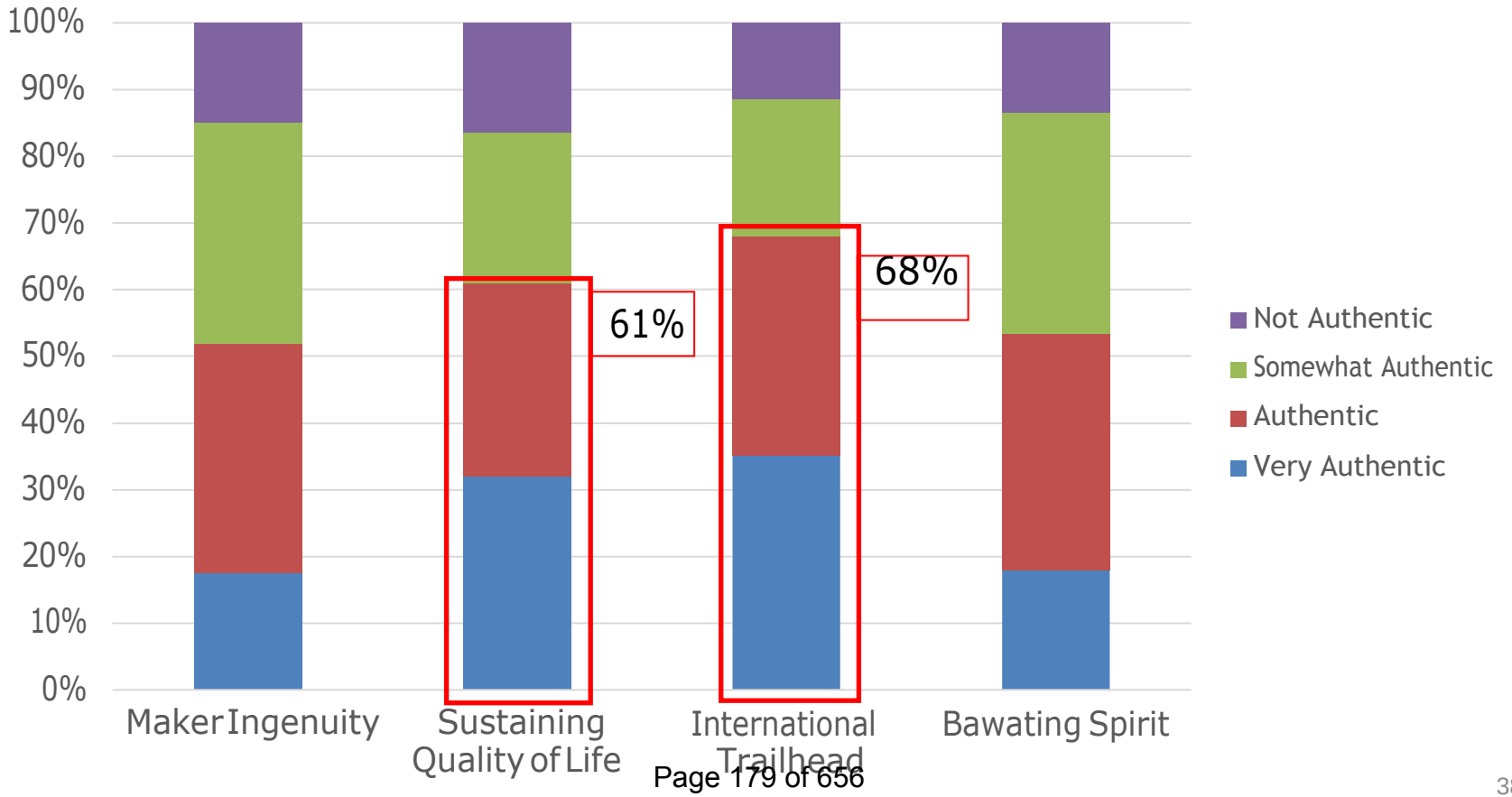
Age



Employment situation
51% employed FT
23% retired
7% employed PT
7% student
*11% temp layoff, job seeking, not in labour force, prefer not to say

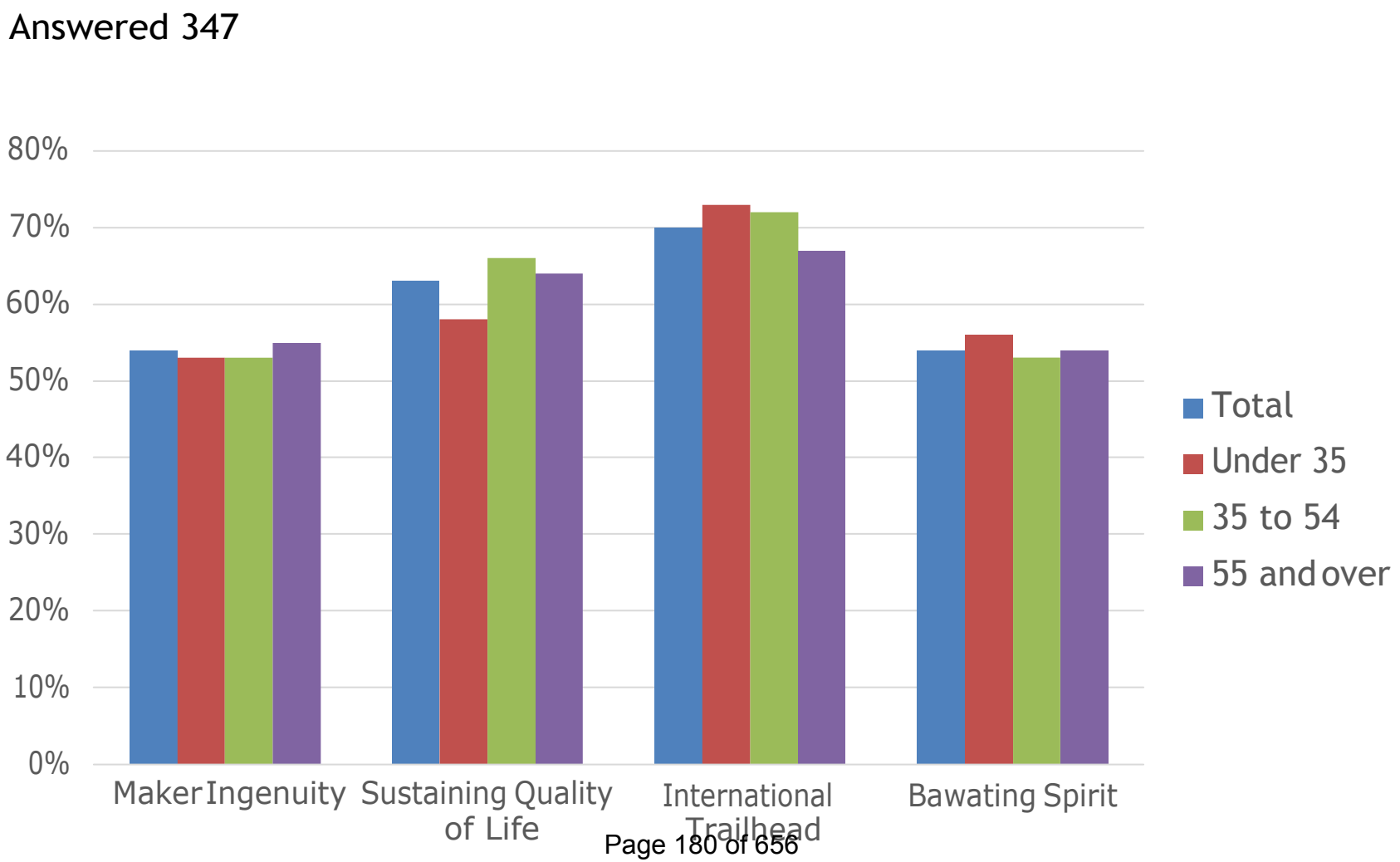
Authenticity of brand ingredients

Answered 347



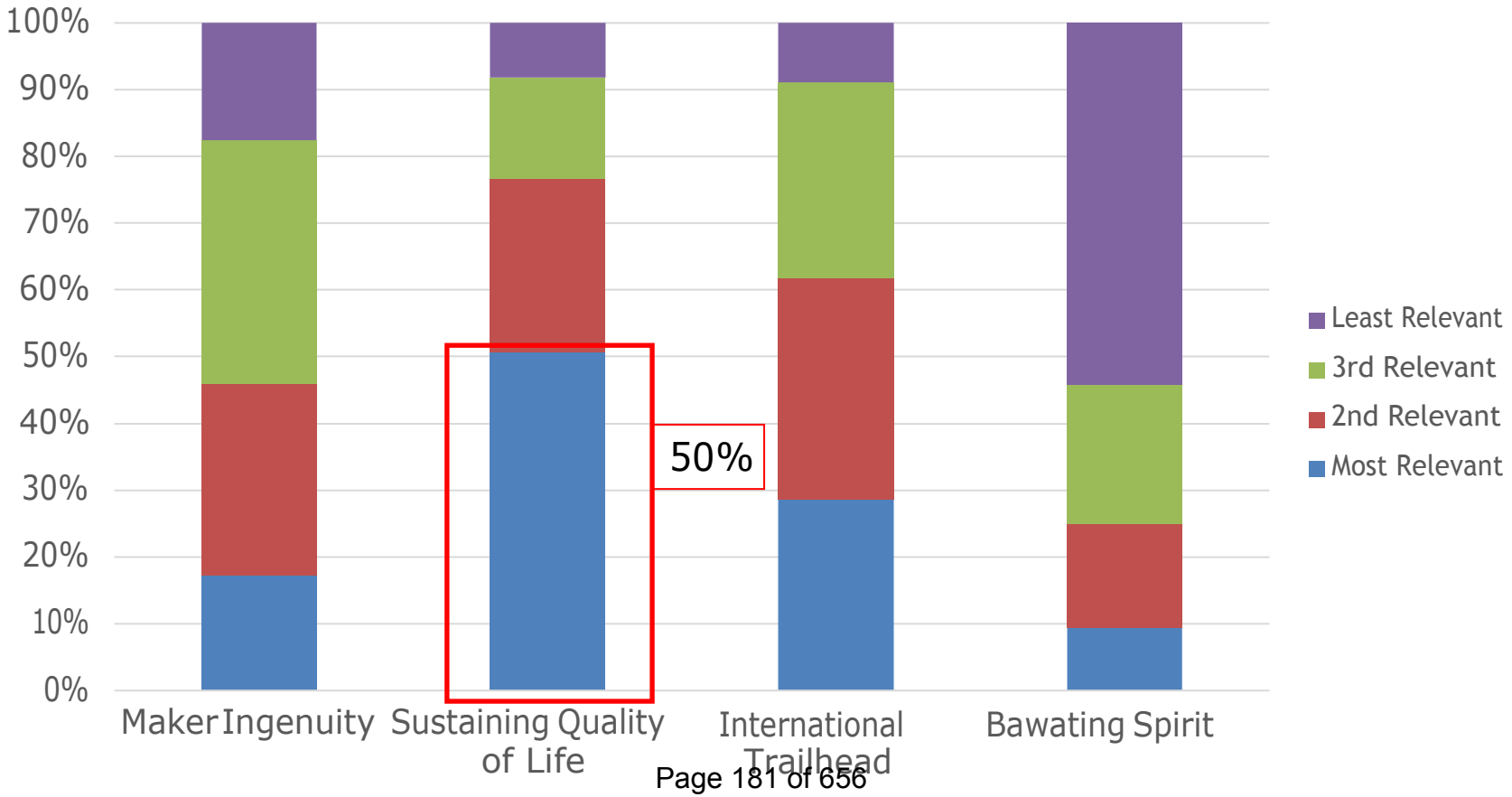
Authenticity of brand ingredients, by age

% indicating Very Authentic or Authentic

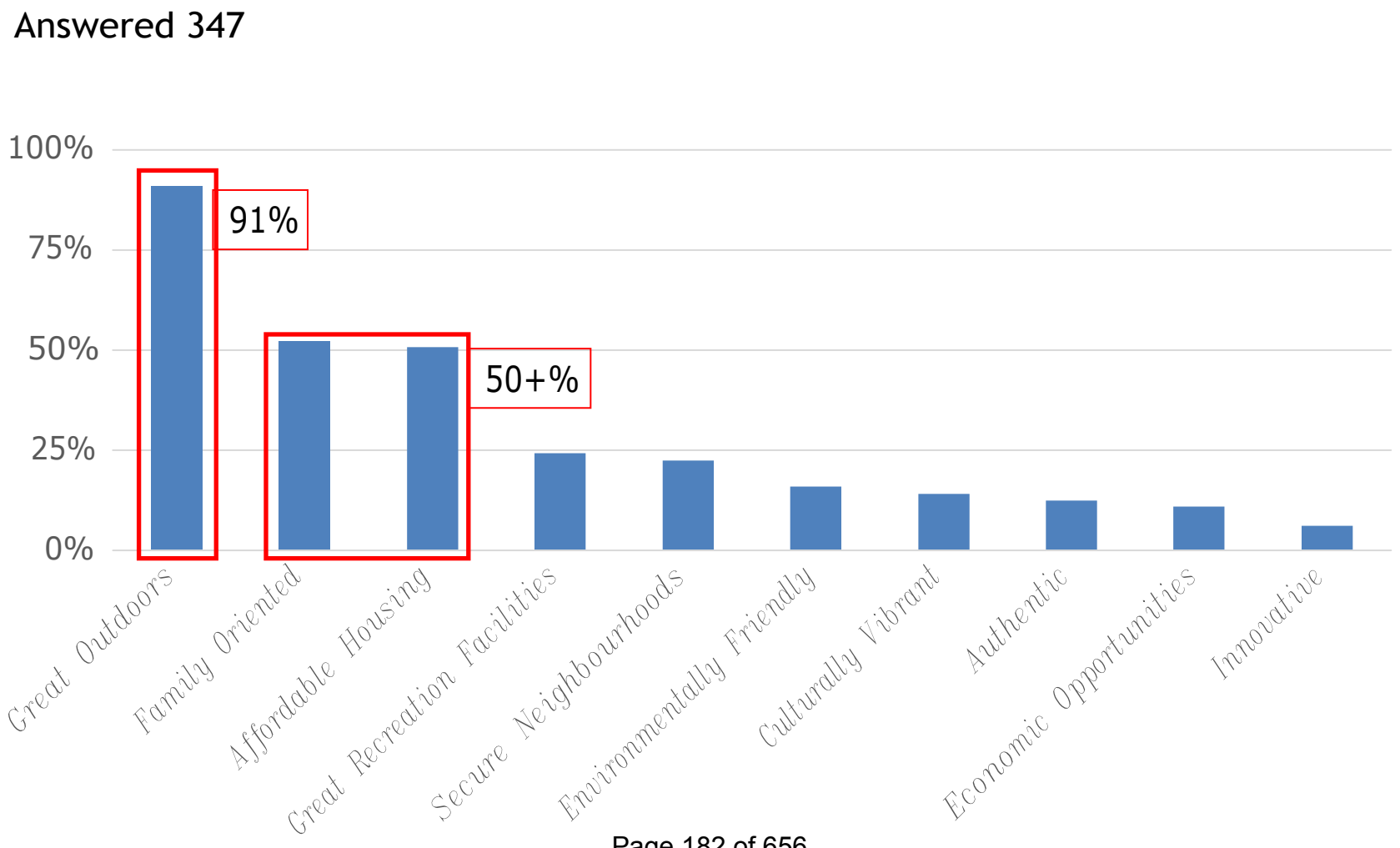


Perceived authenticity of brand ingredients for a potential visitor, resident, employer, student or investor.

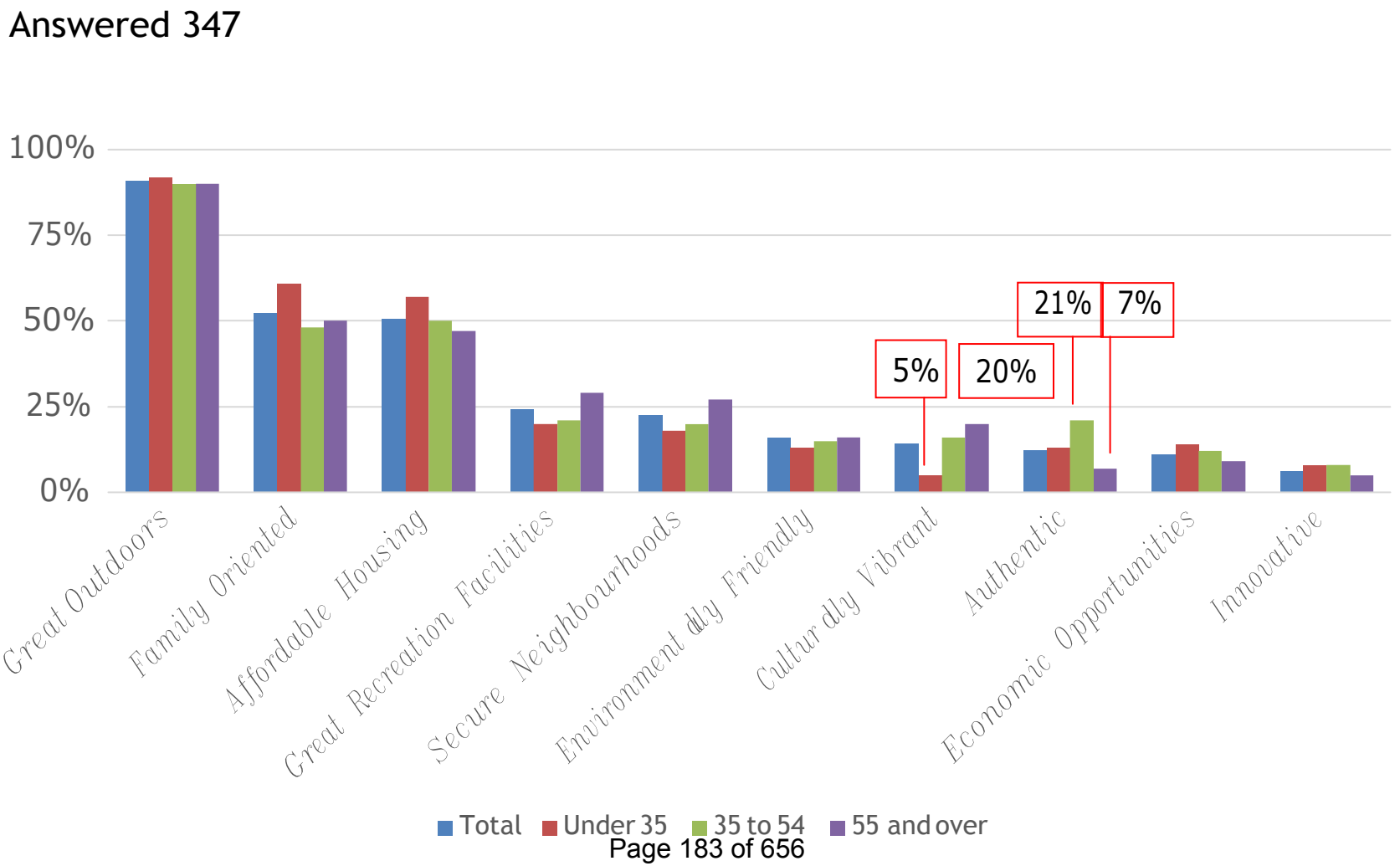
Answered 347



Percentage of respondents that identified each character trait amongst their Top 3.



Percentage of respondents that identified each character trait amongst their Top 3, by age



Qualitative responses

200 individuals shared their thoughts.

Issues and ideas raised mirror the findings of the survey and reflect similar opportunities and challenges that were part of the brand project and Steering Committee discussions.

The key issues/ideas raised include:

1. A need to be realistic about the Sault and its offer – ensure it strikes an appropriate balance between aspirational language and current realities
2. Have a clear, singular focus (the natural environment, outdoor experiences, proximity to nature), and ensure this informs decision making (eg. Naturally gifted + Ferrochrome plant?)
3. Attracting/retaining youth is critical, and there are a number of areas that would help this along, but none more so than increasing the number of cultural/entertainment offerings and ability to provide high-quality permanent jobs in diversified sectors.
4. Recent news and PR (W5 segment) has shed a negative light on SSM, which needs to be actively countered and managed
5. Perceived lack of transportation and social services for local community are barriers to quality of life
6. Market an area bigger than SSM – think beyond its civic borders

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

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

DEPARTMENT: **Community Development and Enterprise Services**

RE: **FCM Climate Change Staff Grant**

PURPOSE

The purpose of the report is to seek Council's approval to submit an application to the Federation of Canadian Municipalities (FCM) Climate Change Staff Grant program.

BACKGROUND

FCM is offering an opportunity for small to medium sized municipalities with populations of 150,000 or less to apply to fund a staff member (up to two years) to work on initiatives to improve adaptation to local climate change impacts or reduce greenhouse gas (GHG) emissions.

FCM's climate change staff grant covers up to 80% of eligible expenditures, to a maximum of $125,000 over a 24-month period for staff grants.

The Community Development & Enterprise Services service area along with the Green Committee recognize the need and importance to increase our efforts to implement initiatives that improve adaptation to local climate change impacts or reduce GHG emissions. Work conducted by the City in this regard includes a 2007 Study on Corporate GHG Emissions Inventory and a 2014 Energy Conservation & Demand Management Plan. It is our desire to advance these initiatives.

ANALYSIS

The FCM Climate Change staff grant will help to address the staffing gap in this area and allow us to retain a contract staff resource dedicated to the pursuit of local initiatives to reduce greenhouse gas emissions. It also ties in perfectly to support the FutureSSM Environmental Sustainability pillar and to incorporate recommended initiatives into the implementation plan.

The Green Committee has expressed its desire to pursue activities and initiatives such as developing or refreshing GHG emissions reduction or climate change adaptation plans, creating GHG emission inventories and adding climate change practices into daily municipal processes. A motion was passed at the May 16, 2018 Green Committee meeting recommending a request to Council for the additional reserve funds needed to supplement a portion eligible expenditures for this new position.

The mandate of the Green Committee is municipal operations and this position will also provide a resource to examine community wide initiatives related to climate change and greenhouse gas emissions.

The duties of the position will include:

- Creating a Community Level GHG Emissions Inventory (2018) and Refreshing the Corporate Inventory.
- Updating the City's Official Plan to include Climate Change Adaptation and GHG Reduction Strategies.
- Leading the Development of the City's 5-Year Energy and Conservation and Demand Management Plans.
- Developing and Implementing GHG reduction initiatives, including a No Idle Policy, Active Transportation Policy, Green Fleet Plan, etc.
- Participation in the Northern Climate Change Network (NCCN).

FINANCIAL IMPLICATIONS

FCM will provide 80% of eligible expenditures, to a maximum of $125,000, over a 24-month period for staff grants. Staff is requesting that the additional 20%, be allocated from the Green Committee Reserve, to a maximum of $31,250 over the two year period.

Any additional funds required for administrative costs will be allocated from the FutureSSM Project.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan includes Environmental Stewardship as a value and states the City will use resources wisely to maintain and create a sustainable city for future generations. This project would also align with the FutureSSM pillar of Environmental Sustainability.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated July 16, 2018 concerning the FCM Climate Change staff grant be received as information and Council approve the recommended $31,250 be allocated from the Green Committee Reserve to provide 20% of eligible project expenditures.

Respectfully submitted,



Tom Vair
Deputy CAO,
Community Development & Enterprise Services
705-759-5264
t.vair@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

July 16, 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: **Donation - Rotary Club of Sault Ste. Marie**

PURPOSE

The purpose of this report is to seek Council's approval to enter into an agreement with The Rotary Club of Sault Ste. Marie for their generous donation of Twenty thousand ($20,000.00) dollars for the splash pad development at Bellevue Park.

BACKGROUND

The Rotary Club of Sault Ste. Marie has contributed financially to numerous projects over the years. The Rotary Club is once again supporting the development of infrastructure by donating funds to assist with the development of the splash pad at Bellevue Park.

ANALYSIS

The Rotary Club of Sault Ste. Marie is donating $20,000 to assist with the development of the splash pad located at Bellevue Park. Commitment of this donation was previously recognized and included in previous reports.

Staff's recommendation is that Council authorize staff to enter into an agreement with The Rotary Club of Sault Ste. Marie which outlines both entities responsibilities.

Appropriate signage would be placed at the splash pad acknowledging the donation.

FINANCIAL IMPLICATIONS

The total cost of the splash pad project including the shelter and amenities is estimated at $495,000. Total funding of $495,000 has been previously approved, including this $20,000 Rotary donation.

STRATEGIC PLAN / POLICY IMPACT
This project supports the Focus Area: Quality of Life and Community Development and Partnerships.

RECOMMENDATION
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated 2018 07 16 concerning the generous donation by the Rotary Club of Sault Ste. Marie in the amount of $20,000 for the purchase of materials and construction of the splash pad at Bellevue Park. Staff recommends that Council accept the donation and authorize staff to enter into an agreement which outline both entities responsibilities be approved.

“The relevant By-law 2018-155 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod
Manager of Recreation
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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Virginia McLeod, Manager Recreation & Culture**

DEPARTMENT: **Community Services Department**

RE: **ESDC Enabling Accessibility Fund – Grant Application**

PURPOSE

The purpose of this report is to request Council's approval to apply for a grant announced by Employment and Social Development Canada (ESC) – Enabling Accessibility Fund to construct a new accessible ramp for the Seniors Drop In Centre on Bay Street.

BACKGROUND

Employment and Social Development Canada - Enabling Accessibility funding program application deadline is July 26, 2018.

The ESDC - Enabling Accessibility Fund is a federal Grants and Contributions program that supports capital costs of construction and renovations related to improving physical accessibility and safety for people with disabilities in Canadian communities and workplaces. The Enabling Accessibility Fund works to enable Canadians with disabilities to participate in their community and the economy.

The objective of the Community Accessibility Stream is to provide funding up to $100,000 for small projects that improve accessibility and/or safety for people with disabilities in communities. Improvement to accessibility and safety must be addressed through renovation, construction and/or retrofit activities. The program requires contributions, equal to or greater than 35% of total eligible costs of the project, to be provided through sources other than the Federal Government either through cash donations or in-kind service contributions.

ANALYSIS

The EDSC Enabling Accessibility Grant, Community Accessibility Stream provides funding to improve accessibility and safety for people with disabilities in communities across Canada. The improvements must be addressed through

construction, renovation and/or retrofit activities in community spaces where programs and/or services are offered, or will be offered, to people with disabilities. This Grant must include support from the community.

The Seniors Drop-In Centre at 619 Bay Street provides year round programming to adults 55+ in our community.

The total estimated cost of the project is $105,000, which will include a replacing the access ramp which is the main entrance for the seniors programming. The ramp replacement will provide easier access from the accessible parking spaces located on each side of the existing ramp.

Staff is recommending that Council authorize staff to apply for the grant and if successful, the subsequent agreement and associated by-law will appear on a future Council Agenda.

FINANCIAL IMPLICATIONS
The EDSC Enabling Accessibility Fund provides 65% funding which could provide up to $68,000 for this project. The Seniors Advisory Council has provided a written letter endorsing their support of the funding application and has committed a contribution of $25,000. In addition, if successful City Staff would request permission to access approximately $12,000 from funds bequeathed to the Seniors Centre by the Estate of Mrytle Kell which is currently held in the Parks and Recreation Reserve.

STRATEGIC PLAN / POLICY IMPACT
This project supports the Focus Area: Infrastructure – Maintaining Existing Infrastructure.

RECOMMENDATION
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated 2018 07 16 concerning Enabling Accessibility Fund – Grant Application be received and the recommendation that staff be authorized to apply to the Employment and Social Development Canada – Enabling Accessibility Fund to construct a new accessible ramp for the Seniors Drop In Centre on Bay Street be approved.

Respectfully submitted,

Virginia McLeod
Manager Recreation & 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

July 16, 2018

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Donald B. McConnell MCIP RPP, Director of Planning & Enterprise Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Rental Housing Incentive Program - 9**

PURPOSE

The purpose of this report is to recommend a project for a municipal tax increment rebate under the City's Rental Housing Community Improvement Plan. The subject property is 537 Trunk Road and gains access through the adjacent Moose Lodge property. A total of 17 new townhouse style rental units will be constructed.

BACKGROUND

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365.1 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects. This incentive program will expire on September 9, 2018.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

The Rental Housing Community Improvement Plan provides for tax rebates on a declining basis over a three-year period (75%, 50%, 25%) with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

City Council has previously approved nine projects to create a total of 205 new rental units under this program. The total construction value of these projects exceeds $23,800,000.

ANALYSIS
An application has been received from Silver Birch Developments (Sault) Ltd. for property at the easterly end of Silver Birch Drive. A total of 17 townhouse style units will be constructed in six buildings.

Under the Ontario Building Code requirements, no barrier free units are required. However, the applicant is working with Community Living Algoma to create two barrier free units for assisted living tenants. These units will be constructed with a barrier free entranceway, wider doors, a larger washroom and redesigned kitchen.

The city's Rental Housing Community Improvement Plan provides for an additional one year rebate of 75% where barrier free facilities which support assisted-living programs are constructed. The applicant's proposal meets this requirement and the additional one year rebate is recommended.

A copy of the building elevations is attached to this report.

FINANCIAL IMPLICATIONS
The tax rebate will result in a levy increase which will negate the assessment growth during the 4 years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period.

STRATEGIC PLAN / POLICY IMPACT
This recommendation is not linked to any specific policies contained within the Corporate Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning and Enterprise Services dated 2018 07 16 concerning the Rental Housing Incentive Program be received and that City Council authorize a four-year incremental tax rebate program (75%, 75%, 50%, 25%) for 17 rental units to be constructed at 537 Trunk Road subject to:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction, and
2. After the rebate program is completed, the full municipal taxes will apply.

Respectfully submitted,



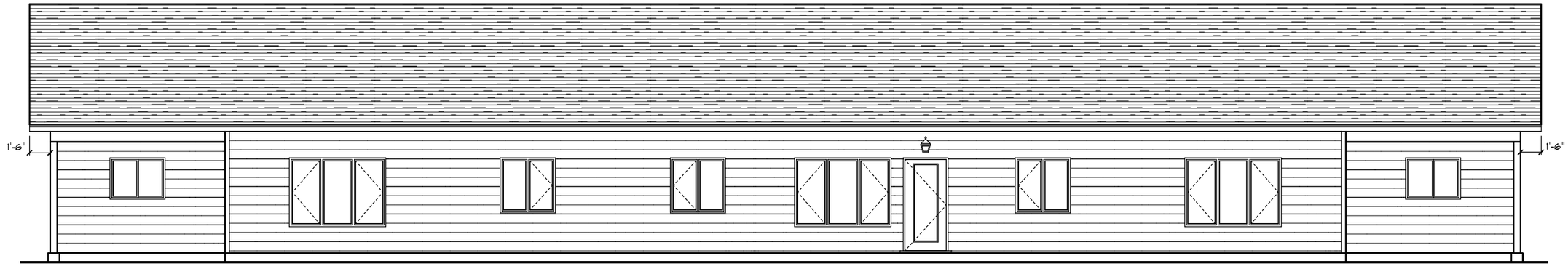
Donald B. McConnell MCIP RPP
Director of Planning & Enterprise Services

705.759.5975
d.mcconnell@cityssm.on.ca



FRONT ELEVATION

SCALE: 1/8"=1'0"



REAR ELEVATION

SCALE: 1/8"=1'0"

ALL EXTERIOR FRAMEWALLS TO BE SET IN FROM FOUNDATION WALLS AND FLASHED AT BASE. (SEE NOTE ON MAIN FLOOR PLANS)

NORQUAY ENGINEERING

NORQUAY ENGINEERING LTD.
500 WELLINGTON STREET WEST
SAULT STE. MARIE, ONTARIO
PHONE - (705) 206-0145
EMAIL - INFO@NORQUAYENG.CA

REVISIONS:
1. OCT. 18 2017

PROPOSED RESIDENCE FOR:

RUSCIO CONSTRUCTION

DRAWN BY: JAMES RUSSELL DESIGNER BCIN: 22918 FIRM BCIN: 102327	STREET: 537 TRUNK ROAD UNITS 11, 12, 13 SAULT STE. MARIE, ON	SCALE: 1/8"=1'0" JUNE 2017	JOB: 2017-39 PAGE 8 OF 10

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Sale of Surplus Property – 205 Greenfield Drive – Bids Received**

PURPOSE

The purpose of this report is to advise Council of the Offers to Purchase received for the sale of 205 Greenfield Drive and the abutting City owned walkway ("subject property").

ATTACHMENT

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

BACKGROUND

On June 26, 2017, By-law 2017-133 declared 205 Greenfield Drive surplus and By-law 2018-59 declared the 8.19' walkway surplus to the City's needs and approved the disposition of same. The market value of the subject property, as of July 2017, was Thirty Thousand ($30,000.00) Dollars. The sale of 205 Greenfield Drive was advertised in the Sault Star and on the City's website. Two offers were received in the amounts of Four Thousand and Eleven ($4,011.00) Dollars and Twelve Thousand Five Hundred ($12,500.00) Dollars. Both offers were rejected on the basis of being significantly less than fair market value.

The subject property was advertised for sale again on May 12, 2018 in the Sault Star and on the City's website. The Legal Department has now received five Offers to Purchase.

ANALYSIS

The first Offer to Purchase is from Sam Spadafora in the amount of Eight Thousand Five Hundred Sixty-Two Dollars and Ninety-Three ($8,562.93) Cents. There are no conditions.

The second Offer to Purchase is from David and Darlene Dowding in the amount of Eighteen Thousand Five Hundred ($18,500.00) Dollars. Their offer is conditional upon the walkway being sold to them as well.

The third Offer to Purchase is from Robert Holland in the amount of Twenty Thousand ($20,000.00) Dollars. There are no conditions.

The fourth Offer to Purchase is from Daniel Fremlin in the amount of Twenty-Seven Thousand Six Hundred ($27,600.00) Dollars. There are no conditions.

The fifth Offer to Purchase is from Ontario Aboriginal Housing Support Services Corporation in the amount of Seventy-Five Thousand and One ($75,001.00) Dollars. There are no conditions.

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

STRATEGIC PLAN / POLICY IMPACT
Not applicable.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Accept the Offer to Purchase from Ontario Aboriginal Housing Support Services Corporation for the amount of Seventy-Five Thousand and One ($75,001.00) Dollars.

By-law 2018-153 authorizing the said sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

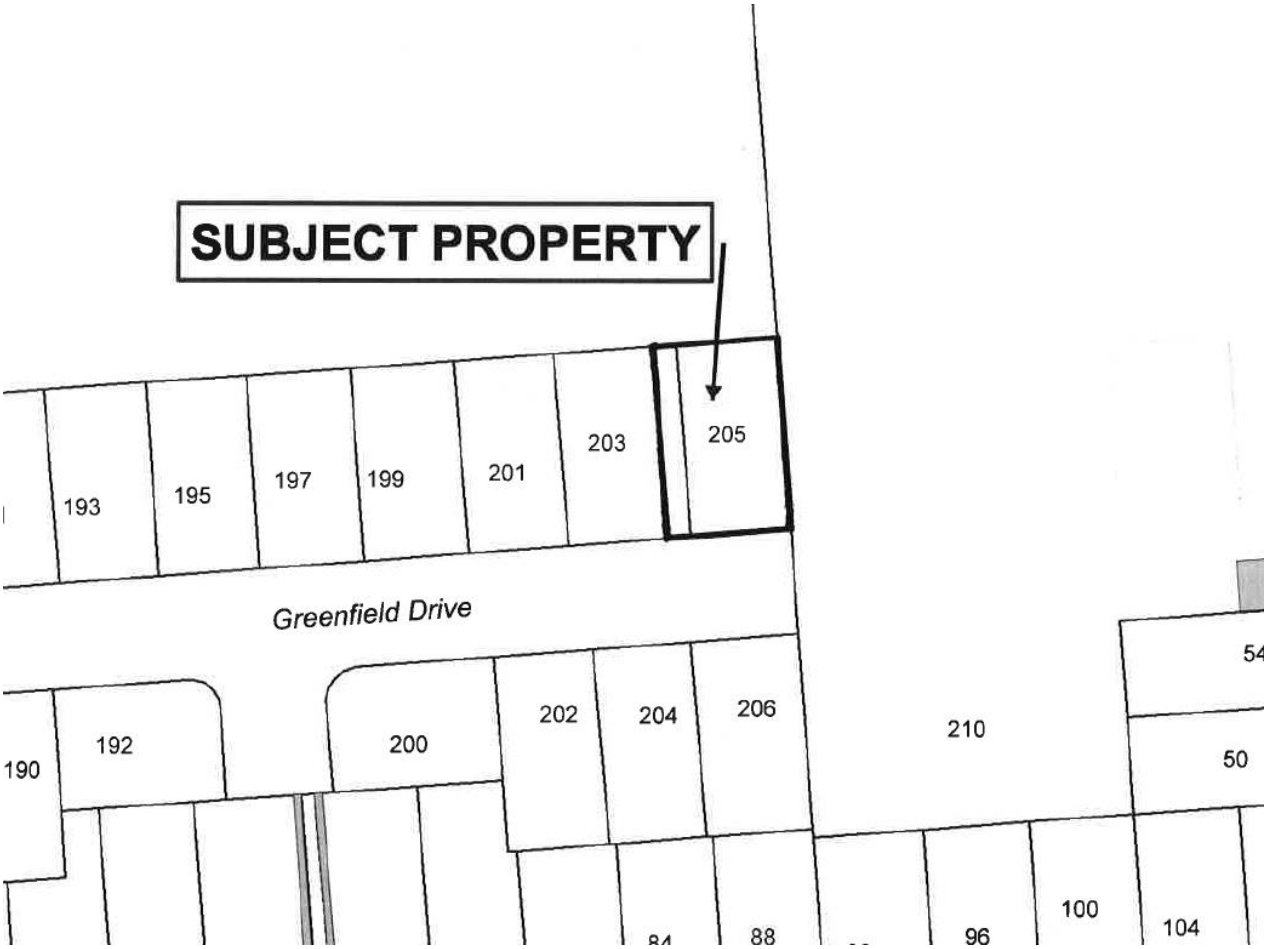


Nuala Kenny
City Solicitor

NK/mw
Attachment

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\Sale of Surplus Property - 205 Greenfield Drive - Bids Received.docx

Schedule “A”


SUBJECT PROPERTY
193
195
197
199
201
203
205
Greenfield Drive
190
192
200
202
204
206
210
54
50
84
88
96
100
104

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **McNabb Street to Gladstone Avenue Project – Great Lakes Honda – 415 Pim Street**

PURPOSE

The purpose of this report is to request Council's approval of an Agreement (the "Agreement") between the City and Sault North Holdings Ltd. o/a Great Lakes Honda ("GLH"). The purpose of the Agreement is to allow for the registration of a City easement and the transfer and leaseback of certain City owned lands.

BACKGROUND

On May 29, 2017 Council approved the Revised McNabb Street to Pim Street Drainage Improvements (the "Project") and awarded Contract 2017-3E to Boyer Construction Limited. This Project requires easements be obtained for several properties and access be granted to the City to complete the work and maintain the storm sewer system.

ANALYSIS

The Agreement stipulates that GLH will grant to the City an easement over a portion of their property for the purposes of completing and maintaining the City's storm sewer system. In exchange, the City will transfer to GLH certain City owned lands abutting GLH's property, which includes the City snow dump site (the "Subject Property"). GLH will lease back the snow dump site (for consideration of $1) to the City for a period of 5 years or until the City secures another site(s) for the snow dump, whichever comes first.

The agreement allows GLH to use the snow dump site lands (while the City still occupies the site) for the following purposes: to place snow removed from GLH's property onto lands in the winter, and to use the lands as a test track area for ATVs in the summer.

City departments were consulted on the sale and leaseback and provided the following comments:

1) The City will need to retain an easement over the Subject Property in order access the storm water management facilities and other culverts/sewers located there.

2) Bell and PUC will require easements over a portion of the Subject Property.

3) The Blake Street right of way is currently being used by abutting property owners for access and parking, in accordance with an existing Encroachment Agreement.

4) The Subject Property is under the jurisdiction of the Sault Ste. Marie Region Conservation Authority ("SSMRCA") and any proposed development would require a permit from the SSMRCA. Further, filling or dumping on the slopes or ravine is prohibited and any future building within 15 meters of the top of the slope setback would require a geotechnical review and/or engineered footings.

These comments were addressed in the Agreement to the satisfaction of City departments. For instance, the Agreement sets out that the Encroachment Agreement shall be assigned to GLH in order to allow the abutting property owner to continue using the Blake Street right of way for parking and access purposes.

Further, the City shall retain easement rights over the sloped bank for maintenance purposes, and Bell and PUC shall retain easement rights in order to accommodate their respective facilities.

FINANCIAL IMPLICATIONS

Estimated costs associated with the Project, including additional improvements or arrangements, are included in the City's total approved capital budget for the Project of $5,538,542.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-145 authorizing the execution of the Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/hh

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\McNabb Street to Gladstone Avenue Project - Great Lakes Honda - 415 Pim Street.docx

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Jeffrey King, Solicitor/Prosecutor**

DEPARTMENT: **Legal Department**

RE: **Vehicle for Hire – New Rates – Additional Information**

PURPOSE

Further to a report provided to City Council on June 11th, 2018, the purpose of this report is to communicate additional information to City Council for consideration.

ATTACHMENT

Attached as Schedule "A" is a report to City Council dated June 11, 2018.

Attached as Schedule "B" is a letter from Police Chief Robert Keetch to City Solicitor dated April 9, 2018.

Attached as Schedule "C" is a letter from Ray Dawson that was reviewed and considered by the Sault Ste. Marie Police Services Board.

Attached as Schedule "D" are Sault Ste. Marie Police Services Board Report's dated March 27, 2018 and March 29, 2018.

BACKGROUND

In addition to the July 11, 2018, the Legal Department has been informed that the requested increase is in no manner the rate a taxi provider must charge, the increase would simply see to it that the allowable ceiling be increased to permit a rate of $3.00 per kilometer. The taxi providers would be independently responsible for any increase in current rates.

Further information received confirms that the request for the increase has come from the taxi industry following the wake of a minimum wage increase.

ANALYSIS
The rate increase would see a $2.50 per kilometer rate jump by $0.50 to a maximum of $3.00 per kilometer and a wait time increase by $15.00 up to a maximum of $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:

By-law 2018-160, being a by-law to amend Schedule "A" of By-law 2011-161, appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/tj
Enclosures

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\ Vehicle for hire - new rates - ADDITIONAL INFO - July 16'18.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:	**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

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SAULT STE. MARIE POLICE SERVICE
580 Second Line East
Sault Ste. Marie, Ontario P6B 4K1

ROBERT A. KEETCH
Chief of Police

EMERGENCY DIAL 9-1-1
TELEPHONE 705-949-6300

EXECUTIVE FAX 705-949-3082
OPERATIONS FAX 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 form 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,

Robert A. Keetch
Chief of Police

RAK:sm

Enclosures

Sault Ste Marie

Police Services Board

RECEIVED
MAR 13 2018
Chief's Office

Members of the Board: The Board has been asked to raise the taxi rates for the Sault. I am not taking a position for or against your doing so as I do not feel at this time that I have the information needed to make an informed decision. I do however wish to inform the Board in regard to some facts they may not be aware of that may be pertinent. The taxi situation in the Sault is different from all other communities in Ontario in that here drivers are paid the minimum wage. This is not the case elseware. There drivers are usually paid a percentage of the fares and no attempt is made to top them up to the minimum as required.

This difference was brought about by my advocating for and informing drivers and others of their right under the Employment Standards Act. The Police Services Board must be commended for making it a condition in Yellow Cabs license that the drivers were employees as this made it easier. It also helped that The Ministry of Labour has ordered more than forty times for companies to pay back time owned and that this has amounted to more than $100,000. Not once has a claim been denied. It is Interesting to note that Mr. Waite input to the discussion was to refer to this proviso. Is it his intention if this proviso is dropped that he would not continue to pay the minimum wage in defiance of the law?

Other communities have not had as many complaints filed as their drivers are not as well informed and are intimidated by job loss threats. This situation is changing as the difference between the percentage earnings and minimum wage spreads. Drivers every ware are demanding higher earnings. Owners are having a hard time finding driers who will work for way below the legal minimum.

Please read the submissions:

Item #1 shows that the situation in Sudbury is in flux with owners asking for an increase in rates and Council Questioning their involvement.

Item #2 shows that the problem is wide spread and that the ministry is starting to get serious about it.

Item #3 shows that Council Can remove license for various reasons.

Item #4 same as Item #1

Item #5 Again shows how wide spread the problem is.

Item #6 Again shows how wide spread the problem is.

I am sure that you do not want to see a return to the old system were were drivers are paid less that the legal limit. This would be particularly as the rest of the province seems to be moving to compliance. The question the Board should be asking is not what the rates are elsewere but rather is an increase justified. Ask the Companies to prove an increase is needed.

Ray Dawson

392 John Street Sault Ste Marie ON

P6C 3J9

705 759 3283

SAULT STE. MARIE POLICE SERVICE

BOARD REPORT

ACTION: FOR INFORMATION	DATE: 27 March 2018
PUBLIC AGENDA **SUBJECT: Taxis By-Law - Driver's Licence**	
Recommended by: Constable Henry Jin	Approved by: Robert A. Keetch Chief of Police

On the 27th March 2018 I was made aware of an individual who had applied for a taxi driver's licence and was denied because of a prior criminal conviction 20 years ago. This individual had secured employment with one of the local taxi companies upon receiving his licence. The by-law is denying the individual of employment for a dated conviction with no public safety concerns. I am requesting a review and possible change to the by-law.

The current taxi by-law states that;

Section 6.1 The Board shall not grant a licence to any person;

(i) Who has a criminal record for which a pardon has not been granted.

It is recommended that Section 6.1 be amended to include;

(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.*

SAULT STE. MARIE POLICE SERVICE

BOARD REPORT

ACTION: FOR INFORMATION	DATE: 29 March 2018
PUBLIC AGENDA **SUBJECT: Taxis By-Law Meter Rate and Wait Time Increase/ Ray**	
Recommended by:	Approved by: Robert A. Keetch Chief of Police

On the 8th March 2018, Chief Keetch and I met with the owners of Soo Yellow Cab, Union Cab and Cruz Cab regarding issues with the cab industry.

One of the owners of the cab companies brought forward the request to increase the travel per kilometre and the wait time per hour rates.

Mr. Waite, owner of Soo Yellow Cab, indicated that he has researched how the cab companies in Sudbury, North Bay and Thunder Bay pay their drivers. He discovered that drivers are hired as independent contractors and paid commission based on their work and are topped up if the driver does not make in commissions what they would earn if they were paid the minimum wage. Mr. Waite indicated in many instances drivers who do not earn commission equal to or greater than what they would be entitled to if they were paid minimum wage had the number of hours worked reduced on paper.

Taxi companies in Sault Ste. Marie employ all their drivers as employees and pay them the minimum wage per hour. With the different pay structures in North Bay, Sudbury, and Thunder Bay it is difficult to compare the rates to each other.

The various owners of the taxi companies indicated that the minimum wage increase has increased the operational cost. Some of these increases are employee wages, WSIB, fuel cost, insurance and general maintenance fees, such as oil changes for their businesses. I cannot argue against this position.

Currently Thunder Bay, North Bay and Sudbury have approved fare increases.

The Police Services Board has previously received a request from a local taxi company that the maximum 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. I am suggesting that the Board approve this request.

On the March 13th, I received a letter from Ray Dawson outlining his concern that the Police Services Board would allow the cab companies to go back to drivers paid on commission as opposed to the drivers currently being paid by the hour. (I don't believe that is even being considered at this time)

In regards to a fare increase, Mr. Dawson is asking if a fare increase is justified and to not look at what the rates are elsewhere but rather have the companies prove the increase is needed.

Mr. Dawson is requesting a few minutes to speak to the Board regarding these issues at the meeting.

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Catherine Taddo, P. Eng.**

DEPARTMENT: **Public Works and Engineering Services**

RE: **Huron Street Pump Station Engineering**

PURPOSE

The purpose of this report is to request approval to retain AECOM Canada Ltd. for the Huron Street Pump Station Engineering Services.

BACKGROUND

Council approved issuance of a Request for Proposal for the Huron Street Engineering Services at the April 9, 2018 meeting. The pump station requires replacement as part of our ongoing asset management process.

ANALYSIS

A request for proposal was issued to our Vendor of Record list. Two consultants submitted proposals, and each proposal was evaluated by City Engineering staff. Based on the evaluation, it is recommended that AECOM Canada Ltd. be retained at an upset fee of $149,000 excluding HST.

FINANCIAL IMPLICATIONS

There remains approximately $1.2 million for pump station work from the 2017 and 2018 capital budget allowances. The proposed engineering upset limit for this project can be accommodated within this amount. The conceptual budget estimate is approximately $700,000, which will need to be further delineated as the project proceeds. Additional pump station funding will be requested in the 2019 capital budget as required.

STRATEGIC PLAN / POLICY IMPACT

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2018 07 16 concerning the Huron Street pump station be received and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting, be approved.

Respectfully submitted,

C. Taddo

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Carl Rumiel, Design & Construction Engineer**

DEPARTMENT: **Public Works and Engineering Services**

RE: **Great Northern Road/Second Line Traffic Studies**

PURPOSE

The purpose of this report is to obtain Council's endorsement and final approval of recommendations within the recently completed Great Northern Road/ Second Line area traffic study.

BACKGROUND

At the 2017 02 06 meeting of Council approved a traffic operations study be undertaken for the area of Second Line East and Great Northern Road which would include a detailed review of the Second Line East and Old Garden River Road intersection. The study was also to look at existing commercial access and future development in the area.

At the 2017 06 26 Council approved expanding the scope of this study to include active transportation within the same study limits.

ANALYSIS

The Great Northern Road/Second Line Traffic Studies have been separated into two reports; Volume 1: Road Network and Access and Volume 2: Active Transportation. Volumes 1 and 2 of the study can be accessed at www.saultstemarie.ca/SecondLineGNRtrafficEA. The Engineering Division views these two reports as master plans for this area. They illustrate the following current and future improvements that the City should be either implementing or planning for:

Volume 1: Road Network and Access:

- Proceed with Sackville extension to Third Line per completed Environmental Assessment (EA)
- Proceed with signal optimization and turning phase improvements, particularly at Second Line and Old Garden River Road

- Complete an EA for extending Industrial Park Crescent southerly to new traffic signals on Second Line
- Complete an EA for a connection between Sackville (extended) easterly to Industrial Park Crescent – several alignments would be evaluated (These EA's should be undertaken together)
- Complete an EA for extension of a road from Great Northern Road easterly then southerly to meet Old Garden River Road. This EA will consider the realignment of the intersection of Second Line and Old Garden River Road to eliminate the current skewed angle
- Complete an EA for the extension of Willow Avenue northerly to Second Line.

Volume 2: Active Transportation (AT):

- The AT portion of the study endorsed the cycling lanes that are part of the Northern Avenue EA currently being finalized
- Implement bike lanes/multi-use trail on Industrial Park Crescent extending easterly through commercial complex (Walmart) and through wooded area to connect to Hub Trail on Old Garden River Road (requires property purchase or easements)
- Implement Hub trail spoke on north side of Second Line from Old Garden River Road to the Walmart entrance (on Second Line) with cycling facilities continuing northerly adjacent the Walmart entrance to connect to the above noted proposed multiuse trail
- Consider multi-use trail between Industrial Park Crescent and Sackville Road as part of the EA – several possible alignments
- Link may be required on west side of Great Northern Road between proposed new development signals (at Walmart entrance) and Industrial Park Crescent
- Report recommends against the recent proposal to extend a boulevard trail on the south side of Second Line between Great Northern Road and Old Garden River Road. The better option for an east-west AT connection would be bike lanes on Northern Avenue recommended in the Northern Avenue EA. The City should proceed with constructing a concrete sidewalk on the south side of Second Line between Old Garden River Road and Great Northern Road

While new signals being provided under the proposed new development are necessary for access, the report does not consider them an effective solution for resolving current traffic issues. However, they will be a much more feasible location for vehicular and AT connections to the east than Industrial Park Crescent would be.

FINANCIAL IMPLICATIONS

There are no immediate financial implications to this report. As these recommended initiatives are undertaken, staff will request Council approval

through future capital budget deliberations to retain consultants for future EAs, award of construction contracts and purchase new traffic infrastructure.

STRATEGIC PLAN / POLICY IMPACT
Traffic related recommendations are related to the 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 07 16 concerning the Great Northern Road/Second Line Traffic Studies be received and the recommendations be used for planning future traffic improvements be approved.

Respectfully submitted,



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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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Don Elliott, Director of Engineering**

DEPARTMENT: **Public Works and Engineering Services**

RE: **Five Year Capital Road Reconstruction Plan (2019-2023)**

PURPOSE

The purpose of this report is to present the tentative five-year capital road reconstruction plan.

BACKGROUND

The capital roads budget is brought to Council for approval with the annual budget in December after capital priorities assessment is complete. Given the election, the 2019 budget will be brought to Council in January 2019. Council is not being asked to approve the 2019 capital roads budget this evening. However, it is necessary to procure engineering services to proceed with field data acquisition and begin design of 2019 capital works in order to ensure timely tenders in the new year.

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

ANALYSIS

Road sections are recommended for the capital program based primarily on scores tabulated in the City road asset management system. All road sections are evaluated and scored biennially based on many factors, including but not limited to road surface condition, road structure, drainage, condition of water mains, sanitary and storm sewers, level of maintenance, and traffic volume. An attempt is made to keep the mix between arterials, collectors and local streets. It should be understood, however, that arterials and collectors are emphasized as they have the greatest need and their reconstruction benefits the most people.

Major new road projects resulting from environmental assessments are also blended into the plan. They may also be recommended as candidates for future potential funding programs from senior levels of government.

Bridges and Aqueducts

Considerable capital funds have necessarily been diverted to bridges and aqueducts over the past several years. Currently the Fort Creek aqueduct rebuild is well underway, and is being generously funded by senior levels of government under the Build Canada Small Communities Fund. The asset management plan includes one bridge that is forecasted to be replaced within the next five years.

Active Transportation - Hub Trail and Future Spokes

In recent years, segments of off-road trails and paved shoulders have been constructed under capital roads projects. The intention is to include construction of active transportation components in tenders for capital projects if they are within the construction limits or in the near vicinity of a project.

Update - 2018 Program

The following projects are either underway, or scheduled to begin soon:

- Bruce Street reconstruction - Queen to Wellington
- Simpson Street reconstruction - Queen to Wellington
- Black Road reconstruction - Second to Third Line
- Fort Creek aqueduct reconstruction - John to Carmen
- McNabb/Pim storm sewer phase II
- 2018 road resurfacing contract
- Small aqueduct repairs – Farwell Terrace and Central Street
- Second Line – select culvert replacements
- Wellington Street rail underpass - center pier repairs

Recommended 2019 Program

The attached five-year plan represents the proposed 2019-2023 programs. An allowance was included in the 2018 capital budget for this purpose. Approval for the balance of engineering and construction costs will be sought during deliberations for the 2019 budget. The 2019 plan is for the most part the completion of the 2015 to 2019 plan although there were some project deferrals. The attached list also includes a group of class A urban arterial streets and class B rural streets requiring resurfacing now or in the very near future. If funds permit in any given year, it is recommended they be directed towards rehabilitating these roads as resurfacing funding in the miscellaneous construction program is insufficient. Program costs are based on preliminary estimates. Detailed road design may reveal additional expenditures or cost savings that are not possible to identify at this preliminary stage.

The tentative list of 2019 projects are as follows:

Bay Street – Andrew to Pim: Bay Street requires a new surface as soon as possible. An environmental assessment was completed which determined that it would be reduced to three lanes, with an off-road multi-use path in the south boulevard. A study is underway which is determining if Bay Street, among others in the downtown core, should be converted to two-way traffic. The 2019 capital roads plan assumes for the time being that Bay Street will remain one-way. This project is linked to the downtown development portion of the strategic plan.

Ruth Street – Franklin to East Limit: This road section requires full replacement of underground services and road structure.

Second Avenue – Connaught to Second Line: This road section requires full replacement of underground services and road structure. It is the portion of Second Avenue deferred in 2016 due to budget constraints. Design is already complete.

Leo Avenue – Queen to Victoria: This road section requires full replacement of underground services and road structure.

McNabb/St George's Improvements – Great Northern/Pim to Grand: Resurfacing is necessary, and a recent environmental assessment concluded that improvements to this area are required as follows:

- Westbound transition from four to three lanes at Elmwood Avenue;
- Eastbound transition from three to four lanes between Algoma and Gladstone;
- Westbound right-turn only lane at Elmwood Avenue;
- Provide a pedestrian cross-over on St. Georges west of the intersection with McNabb; and,
- Build-out of median island at Algoma/McNabb/St. Georges and closure of eastbound McNabb Street through access lane.

Black Road Widening – McNabb to Second Line: Council is aware that this project is the City's highest Connecting Link priority, but applications for 2016 and 2018 connecting link funding were both denied. Staff is evaluating whether or not to recommend the project be the candidate for 2019 funds, or to apply for resurfacing a portion of Trunk Road. The matter will be brought to Council at a future meeting prior to the application deadline.

Fort Creek Aqueduct Reconstruction – laneway parallel to John Street between Albert and Cathcart: This is the next phase of the

replacement of the Fort Creek aqueduct. It is two-thirds funded by senior levels of government under the Build Canada Fund.

Small Aqueduct Repairs: Portions of the small aqueducts on Farwell Terrace and Central Street require replacement in 2019 based on engineering recommendations from biennial structural inspections.

Engineering 2019: An allocation for 2020 engineering must be included in the 2019 budget to ensure tenders are on schedule.

Resurfacing – Various Roads: The miscellaneous construction budget is inadequate to address the resurfacing needs of the City. An allocation is required in the 2019 capital roads budget for resurfacing. Arterials roads such as McNabb Street, Pim Street, Northern Avenue and Wallace Terrace are all in need of a new asphalt surface. Roads are prioritized and annual programs are brought to Council for approval each spring.

Professional design services for 2019 projects will be retained in accordance with the procurement policies and procedures bylaw, and a report recommending engineering firms for projects not being done in-house will be brought to Council in the near future.

2020-2023 Programs

The potential 2020 through 2023 programs are shown on the attached plan based on needs identified through field evaluation and the asset management system scoring protocol. Each annual program will be recommended to Council for approval with the capital budgets.

Allowances for bridges and aqueducts are based on biennial inspections and the asset management plan. Inspections may alter the forecasts, and these allowances are reviewed annually.

Special Projects Beyond 2019

Sackville Road Extension to Third Line:

This project was deferred by Council in 2017. The recent Traffic study of the Second Line Great Northern Road area recommends that Sackville be extended. The environmental assessment will require an addendum if construction does not start before 2021. The five-year capital plan shows an early works contract in 2021 for a significant ravine crossing on the corridor. This work will induce settlement in the underlying soils in advance of the road construction. The completion of the work is suggested for the 2023 program.

Connecting Links:

Each year includes an allowance for the City's share of Connecting Links. Once the Black Road widening is complete, the majority of Connecting Link work will be for resurfacing. Current candidates for resurfacing include Trunk Road and Black Road south of McNabb.

MacDonald Avenue Stormwater Management:

Mitigation of a recurring surface flooding problem on MacDonald Avenue is tentatively suggested for 2021. It will consist of some storm sewer construction and a new stormwater management pond in an existing ravine.

FINANCIAL IMPLICATIONS
The 5 year capital road construction plan is based upon the recommended priorities. Funding availability will be assessed along with other corporate capital priorities and presented to Council with the 2019 Capital Budget and Forecast. This report has no impact on the 2018 capital roads budget. An allowance of $200,000 was allotted in the 2018 budget for the purposes of commencing design work for 2019 projects. Additional funds for completion of design and contract administration, and for construction of 2019 projects, will be brought to Council with the 2019 capital budget.

STRATEGIC PLAN / POLICY IMPACT
Improvements to capital infrastructure including roads, storm and sanitary sewers, aqueducts, and bridges are 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 07 16 regarding the five year capital roads plan be received as information.

Respectfully submitted,



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Director of Engineering
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2019-2023 CAPITAL WORKS PROGRAM					
Year	**Street**	**From**	**To**	**Cost**	**Comments**
2019	Bay Street	Andrew Street	Pim Street		Pending EA-budget assumes one-way
2019	Ruth Street	Franklin Street	East Limit		Reconstruction
2019	Second Ave	Connaught	Second Line		Complete last block deferred in 2016
2019	Leo Avenue	Queen Street East	Victoria Avenue		Reconstruction - defered from original 2019 capital plan
2019	McNabb/St Georges Improve.	Great Northern/Pim	Grand Boulevard		Impr. intersection, extend 3 lanes to Algoma, PXO, resurface
2019	Black Road Widening	McNabb Street	Second Line		City share plus $3M grant
2019	Fort Creek Aqueduct				Fort Creek Aqueduct Ph 4 - 2/3 BCF funding
2019	Aqueducts - Other				Farwell, Central small aqueducts
2019	Engineering - 2020				Engineering for next year capital
2019	Various Roads				Road resurfacing allowance
			Subtotal	**$ 24,404,000**	
2020	Third Line	Hospital entrance	Black Road		Reconstruct to Class A
2020	Queen Street	Pim Street	Gore Street		Resurfacing only - assumes one-way
2020	Connecting Link - Trunk Road	East limit	West PL civic 1275		Assumed $3M CL grant
2020	Fort Creek Aqueduct				Fort Creek Aqueduct Ph 5 - 2/3 BCF funding
2020	Aqueducts/Bridges				Small aqueducts on Farwell and Central - reconstruction
2020	Engineering - 2021				Engineering for next year capital
2020	Various Roads				Road Resurfacing
			Subtotal	**$ 19,534,000**	
2021	Sixth Avenue	Wallace Terrace	Devon Road		Reconstruction
2021	Wemyss Street	Pim Street	Trelawne Avenue		Reconstruction - deficient sanitary
2021	Mark Street	Churchill Blvd	Lake Street		Reconstruction
2021	McDonald Ave. SWM	Near O'Brien	Ravine E of Alworth		Pre-design budget for stormwater improvements
2021	Connecting Link - Black Road	Trunk Road	McNabb Street		Resurface - assume 90% CL grant
2021	Aqueducts/Bridges				Small aqueduct on Central St - reconstruction
2021	Sackville early works in ravine	Near Third Line			Ravine crossing - to induce settlement
2021	Herkimer Road Bridge No 18				Design
2021	Engineering - 2022				Engineering for next year capital
2021	Various Roads				Road Resurfacing
			Subtotal	**$ 15,058,000**	
2022	McCrea Street	Mark Street	Wellington Street		Reconstruction -watermain break history, pair with Harten
2022	Harten Street	Churchill Blvd	Lake Street		Reconstruction, pair with McCrea,
2022	Biggings Avenue	Queen Street	Wellington Street		Reconstruction
2022	Cedar Street	Wilson Street	Tancred Street		Reconstruction, pair with Dufferin
2022	Dufferin Street	Grovenor Avenue	Trelawne Avenue		Reconstruction, pair with Cedar

2022	Spruce Street	Railroad Avenue	Wilcox Avenue		Reconstruction
2022	Angelina Avenue	Wellington St. E.	Caesar Road		Reconstruction
2022	Connecting Link - Trunk Road	West PL civic 1275	Boundary Road		Resurfacing - assume 90% CL grant
2022	Bridges and Aqueducts				Rehabilitation
2022	Herkimer Road Bridge No 18				Reconstruction of wooden bridge
2022	P-Patch Access Road				*Pending EA-new road from E limit of Northern S to Princeton*
2022	Engineering - 2023				Engineering for next year capital
2022	Various Roads				Road Resurfacing
			Subtotal	**$ 16,945,000**	
2023	Sackville Road	North Limit	Third Line		New construction
2023	Connecting Link - Trunk Road	Boundary Road	Black Road		Assumed $3M CL grant
2023	Stanley Street	Pine Street	Elizabeth Street		Full reconstruction, watermain break history
2023	Bloor Street West	Patrick Street	Lyons Avenue		Full reconstruction, watermain break history
2023	Storm Sewer Pim to Willow	McNabb near Ctire	Willow near GHC		Reconstruct CMP storm sewer
2023	Rural Class D to C conversion	Various	Various		Pine Shores, Des Chene, Sand, Channelview, Red Pine Dr
2023	Engineering - 2024				Engineering for next year capital
2023	Various Roads				Road Resurfacing
			Subtotal	**$ 16,810,000**	
Notes:					
- Estimated costs are very preliminary and could differ considerably from detailed design cost estimates, consequently, project timing may change					
Class A Urban Arterial Roads Resurfacing short list					
Funding will come from allowances in the annual capital reconstruction program, and the miscellaneous construction budget.					
	Street	**From**	**To**		**Comments**
	McNabb Street	Pim Street	Willow Avenue		Resurface
	McNabb Street	Willow Avenue	Pine Street		Resurface
	McNabb Street	Pine Street	Lake Street		Resurface
	Northern Avenue	Reid Street	Pine Street		Resurface - Pending EA for possible lane reduction
	Pim Street	Summit Avenue	MacDonald Avenue		Resurface
	Wallace Terrace	Korah Road	Goulais Avenue		Resurface - Requires EA for possible lane reduction
				$ 8,700,000	
Class B Rural Roads Resurfacing short list					
	Street	**From**	**To**		**Comments**
	Allen's Side Road	Base Line	Second Line		Resurface
	Allen's Side Road	Second Line	Third Line		Resurface
	Queen Street East	Lorna Drive	Kerr Drive		Resurface
	Base Line Road	Town Line Road	Walls Road		Resurface - Share with Prince
				$ 2,500,000	

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Carl Rumiel, Design & Construction Engineer**
DEPARTMENT:	**Public Works and Engineering Services**
RE:	**Pedestrian Crossover Facilities**

PURPOSE

The purpose of this report is to address the Council resolution from December 11, 2017 which reads:

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

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

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

Now Therefore Be It Resolved that staff be requested to report back to City Council regarding the installation of a "refuge island" at Queen and Lake Street

or any other recommendations around creating a safer option for pedestrian crossing in this area.

BACKGROUND

Although the Council report of September 24, 2007 suggested that refuge islands may be appropriate in the vicinity of the Lake Street intersection of Queen Street East, there have been significant changes to active transportation/pedestrian facility standards in Ontario.

Ontario Traffic Manual ("OTM") Book 15, Pedestrian Crossing Facilities has introduced four new pedestrian crossover ("PXO") facilities for municipalities to use which will enhance pedestrian safety. These new crossing treatments will allow pedestrians to cross roads under a greater number of conditions and will provide municipalities with a more cost effective PXO solution.

Pedestrian crossovers are a new way for pedestrians to cross a road. Motorists and cyclists must come to a complete stop when pedestrians indicate they want to cross the road at a crossover. All traffic must remain stopped until pedestrians reach the sidewalk on the opposite side of the road. If a vehicle proceeds to drive directly behind a pedestrian as they are walking across the road this would be an offence under the Highway Traffic Act.

ANALYSIS

Rather than addressing the above resolution by recommending traffic control features, developing a policy or guideline on PXO treatments should be considered which can then be implemented across the City to address this and other locations. A PXO is defined in the Highway Traffic Act as "any portion of a roadway, designated at an intersection or elsewhere, distinctly indicated for a pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulations."

Book 15 illustrates four types of PXOs which can be used for both mid-block and intersection pedestrian movements. Types A through D PXOs are illustrated in the attachments.

The Type A PXO is the traditional PXO that has been previously available to municipalities. In Ontario it has been most commonly used in the City of Toronto. This PXO consists of pedestrian push buttons; side mounted crossing signs and overhead signs with flashing beacons. This type of PXO is designed for use on multi lane roads with medium to high vehicle volumes.

Types B, C, and D are Level 2 PXO's (see examples attached) utilize a painted ladder crosswalk, a yield to pedestrian line, Pedestrian Crossover signs and allow for rapid rectangular flashing beacons and overhead signage. Each configuration of the Level 2 PXO has its own set of features associated with it.

The type D PXO has a ladder crosswalk, tactile warning panels, yield to pedestrian line and the Level 2 Pedestrian Crossover signs on both sides of the road. The type C PXO uses all the features of the type D PXO and includes rapid rectangular flashing beacons and accessible pedestrian signals. The type B PXO uses all the features of the type C PXO and includes overhead signs.

As Types B through D enhance safety by utilizing the painted ladder pavement markings, these would be the types of crossing recommended in the City depending on the traffic conditions of the street being crossed.

To address the Council resolution from December 11, 2017, the Engineering Division will recommend installation of a Pedestrian Crossover Type B (3-lane with centre 2-way left turn lane) to be located at Churchill Boulevard and Queen Street East. This is the location where the Hub Trail crosses Queen Street therefore the benefits would serve both the trail and Bellevue Park users.

In order to ensure that the public is educated on the use of these new crossings the Engineering Division proposes to install several pedestrian crossovers at various locations to improve pedestrian safety. Installing several crossovers at one time will allow introduction of the new facilities and a period of public education on how they work and how they fit in with the Highway Traffic Act to occur concurrently.

Potential locations to be considered at this time are as follows:

- Queen Street East at Churchill Boulevard
- Wellington Street West at Beverly Street
- St. Georges Avenue near St. Basil Elementary School
- Carmen's Way at Albert Street West
- Goulais Avenue at Rushmere Drive

Approval for the above PXO installations will be requested during the 2019 Budget Deliberations.

FINANCIAL IMPLICATIONS
There are no immediate financial implications to this report. However, City Traffic Operations staff have indicated that these Level 2 PXOs will cost approximately $30,000 per installation. Funding requests will be made as part of the 2019 Capital Budget process.

STRATEGIC PLAN / POLICY IMPACT
Traffic related recommendations are related to the 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 07 16 concerning Pedestrian Crossover Facilities be accepted and the recommendations to adopt the Ontario Traffic Manual Book 15 Pedestrian Crossover Types B through D as the City's standard for pedestrian crossing facilities, be approved.

Respectfully submitted,



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Attach.

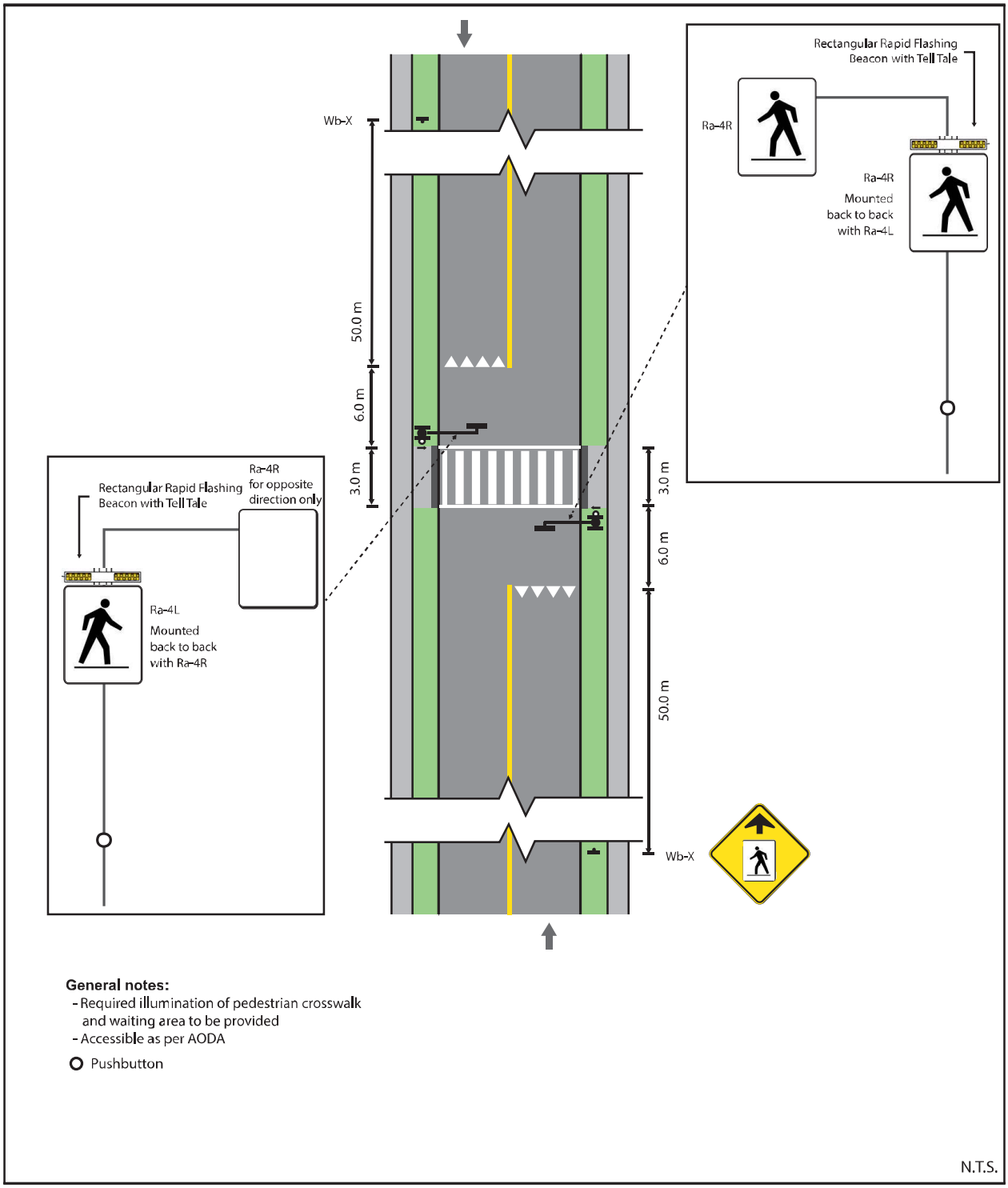


Figure 22: Pedestrian Crossover Type B – Mid-block (2-lane, 2-way)

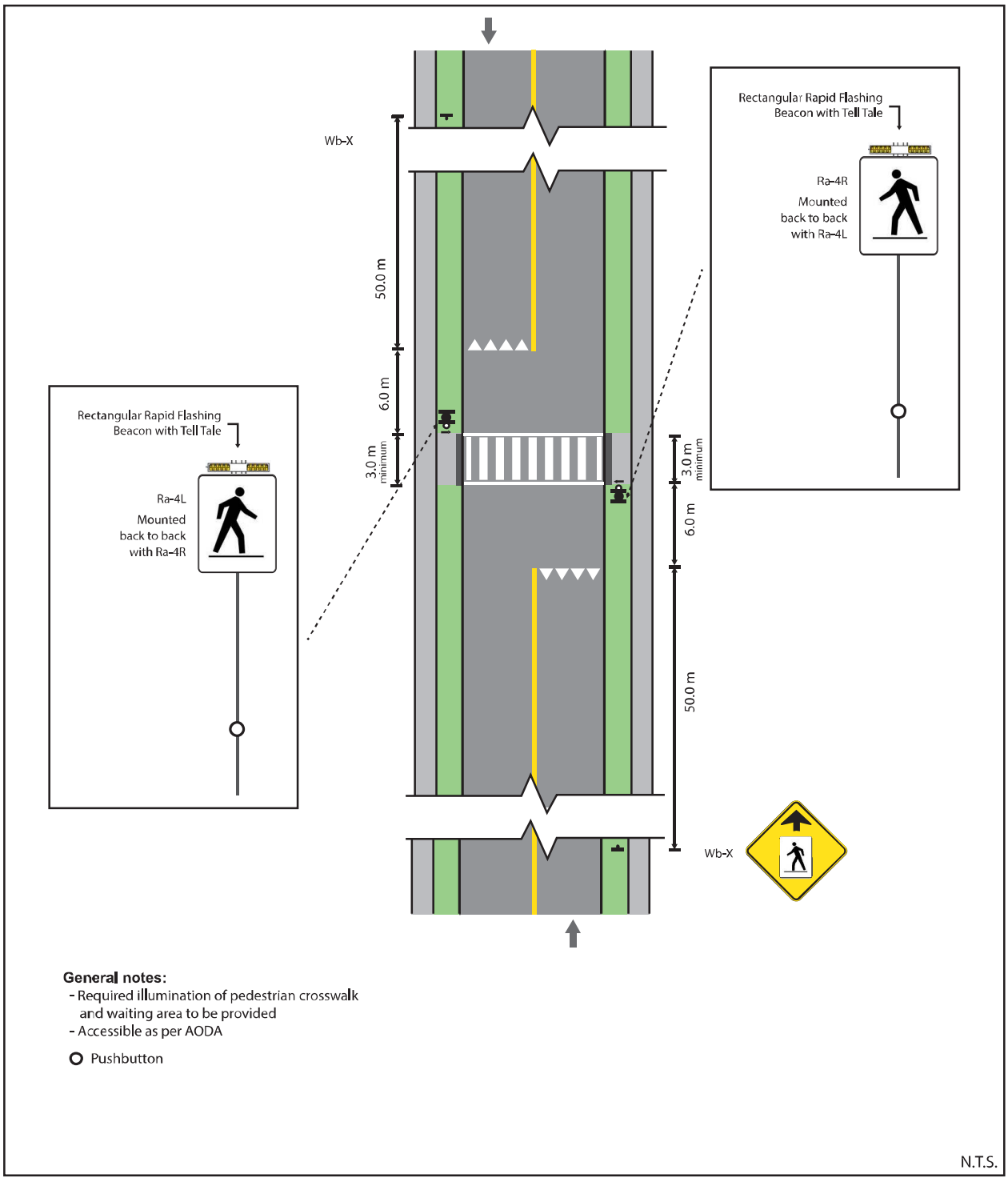


Figure 31: Pedestrian Crossover Type C – Mid-block (2-lane, 2-way)

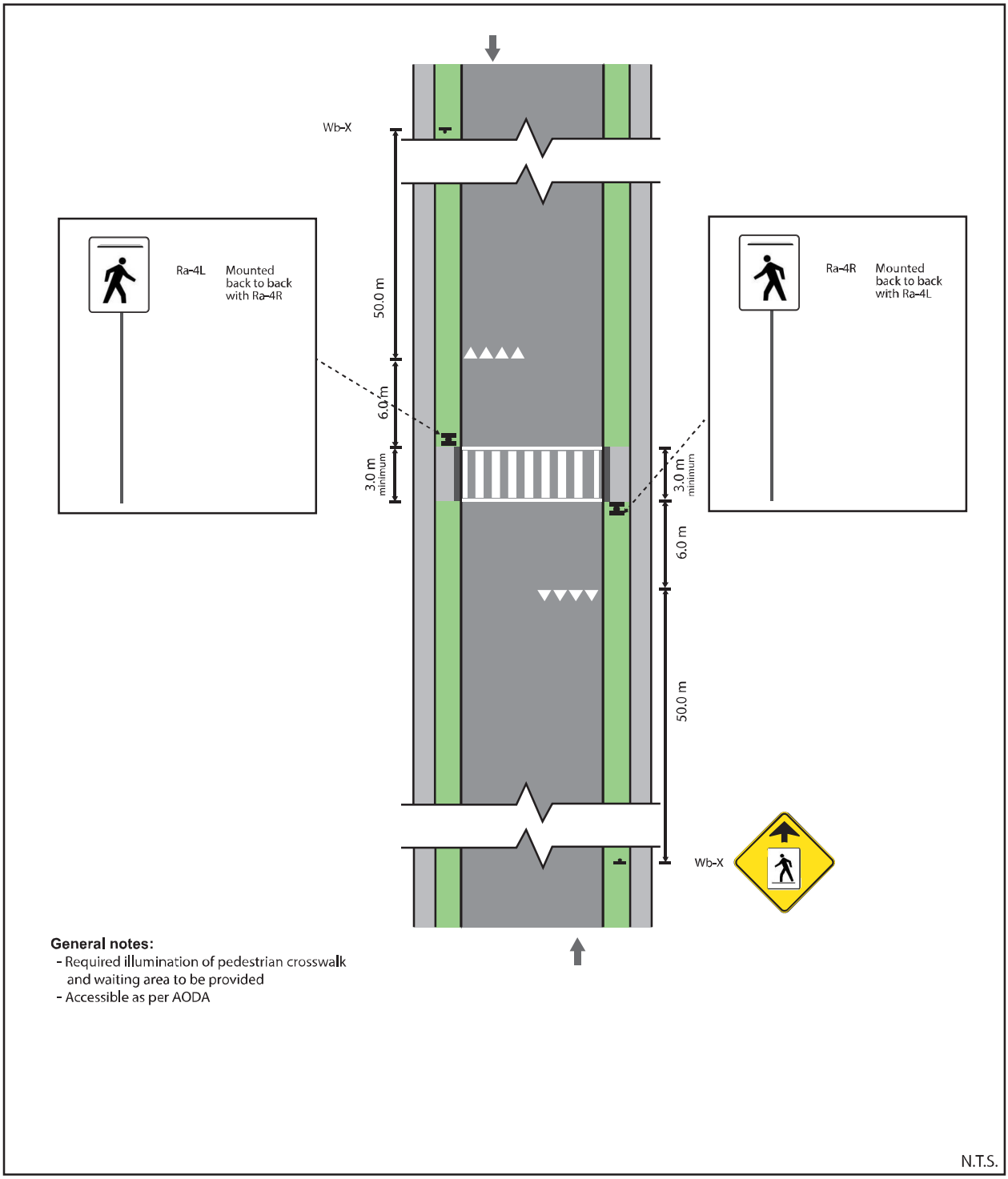


Figure 40: Pedestrian Crossover Type D – Mid-block (2-lane, 2-way)

The Corporation of the
City of Sault Ste. Marie

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

2018 07 16

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Maggie McAuley, Municipal Services Engineer**

DEPARTMENT: **Public Works and Engineering Services**

RE: **2018 Biennial Bridge Inspections – Engineering Agreement**

PURPOSE
The purpose of this report is to obtain Council approval for an engineering agreement for the inspection of municipal bridges and major outdoor structures.

BACKGROUND
At the 2018 06 25 meeting, Council approved STEM Engineering be retained to provide consulting engineering services for the City of Sault Ste. Marie, in relation to the 2018 Biennial Bridge Inspections. Inspection and reports are required for vehicular bridges, pedestrian bridges, overhead signs, retaining walls, bleachers and high mast light poles at sports fields.

ANALYSIS
Council approval is required for authorization for the agreement for professional services.

FINANCIAL IMPLICATIONS
The engineering fee estimate of $31,500 for bridge inspection was approved at the 2018 06 25 meeting.

STRATEGIC PLAN / POLICY IMPACT
Inspection of bridges and major outdoor structures is linked to the existing infrastructure component of the strategic plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

By-law 2018-159 appears elsewhere on the Agenda and is recommended for approval

Respectfully submitted,



Maggie McAuley, P.Eng.
Municipal Services Engineer
705.759.5385
m.mcauley@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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Susan Hamilton Beach, P.Eng., Director of Public Works**

DEPARTMENT: **Public Works and Engineering Services**

RE: **Traffic Bylaw – Annual Review 2018**

PURPOSE

The purpose of this report is to seek Council approval of amendments to the Traffic By-law No. 77-200.

BACKGROUND

The Traffic Division of Public Works & Engineering Services conducts an annual review of Traffic By-law 77-200. The following is a list of revisions for this year.

ANALYSIS

Schedule B, Section 9, 10, 11 – Parking Meter Zones, Times, Rates

Remove:

Street	Side	Between	Effective Hours & Date	Rates	Max. Parking Period
Bruce St.	East	A point 12 m north of King St to a point 44 m south of Albert St.	0800 hrs. to 1800 hrs. Monday to Thursday & Saturday, 0800 hrs to 1430 hrs. 1730 hrs to 2100 hrs. Friday	$1.00 per hour	1 hour
Bruce Street	West	A point 32m south of Albert to a point 75 m north of Queen St.	0800 hrs. to 1200 hrs. & 1630 hrs to 1800 hrs. Monday to Thursday & Saturday, 0800 hrs. to 1200 hrs. 1630 hrs. to 2100 hrs. Friday	$1.00 per hour	1 hour

Schedule F Section 21 – Stop Signs & Intersections

Add:

Intersection	Direction of Traffic	Stop Street
Albert Street West @ Andrew Street	Southerly	Andrew Street
Albert Street East/West @ Gore Street	Easterly	Albert Street
Wellington Street East @ Simpson Street	Northerly	Simpson Street
Dacey Road @ Sinclair Drive	Westerly	Sinclair Drive
Red Pine Drive @ Red Pine Drive	Southerly	Red Pine Drive
Wellington Street West @ Huron Street	Northerly	Huron Street

Schedule G Section 22 – Locations of Signal-Light Traffic Signals

Remove:

Intersection or Other Location
Albert Street West and Huron Street
Albert Street West and Andrew Street
Albert Street East/West and Gore Street
Wellington Street East and Simpson Street
Wellington Street West and Huron Street
Cathcart Street and Huron Street

Schedule J Section 26 – One Way Street

Add:

Street	Between	Times & Days	Traffic Direction
Fort Creek Drive	North Street to 182 m west of	Any time	Westbound

(north leg)	North Street		
Fort Creek Drive (south leg)	187 m west of North Street to North Street	Any time	Eastbound

Schedule K Section 27 – Increased Speed Limits

Add:

Street	Between	Maximum Speed
Great Northern Road	800 m north of Third Line & Fifth Line	70 km/h
Great Northern Road	Fifth Line & north City Limits	80 km/h

Remove:

Great Northern Road	North City limit .8 km north of Third Line	80 km/h

Schedule A Section 6 – Parking Prohibition

Add:

Street	Side	From	To	Prohibition Times or Days
Red Pine Drive	Dead End	West Limit of turnaround	East Limit of turnaround	Any time

---

FINANCIAL IMPLICATIONS

The topic of this report results in no financial implications.

STRATEGIC PLAN / POLICY IMPACT
The recommendations of this request are not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 2018 07 16 be accepted and furthermore that Council direct the Legal Department to bring forward the appropriate bylaw amendments at a later date.

Respectfully submitted,



Susan Hamilton Beach, P. Eng
Director of Public Works
705.759-5207
s.hamiltonbeach@cityssm.on.ca

IRONSIDE
Consulting Services Inc.

Integrity Commissioner's Preliminary Information Report

To Mayor and Council – The City of Sault Ste. Marie

Date: Monday July 16, 2018

Complaint #: 2018-02

Request for Investigation – Code of Conduct for Members of Council and Local Boards (Copy of signed affidavit attached to report)

Date: 6 April 2018
Name of Requester (Complainant): Helen and Ken Marshall
Name of member of Council or local board who is alleged to have contravened Code of Conduct: Councillor Judy Hupponen
Sections of Code Alleged to have been contravened: Conduct and improper use of influence

The Particulars:
Helen and Ken Marshall stated that "At a Council meeting she [Hupponen], is recorded saying that Spruce Haven was the most depressing and deplorable place she had been to. (Spruce Haven is OSPCA and MNR approved/inspected). She [Hupponen] further took upon herself to call and have MNR, Algoma Health Unit, Humane Society and Canadian Wildlife Association to do inspections. She slandered Spruce Haven on social media (Facebook, Zoo Check and Soo Today) claiming animal abuse, mistreatment and sharing an online petition to close Spruce Haven down."

Copies of Documents and Records Relevant to Requested Inquiry:
None submitted at the time the request for investigation submitted. On Sunday July 15, 2018, emails sent to the Integrity Commissioner with a total of twenty screenshots from inserts into Facebook, saultonline.com and sootday.com by Councillor Hupponen.

Excerpt From: Code of Conduct (Council and Local boards), Bylaw 2017-242; 11 December 2017
"Conduct"
"As a representative of the City, every member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying

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Toll Free: 1-866-881-0003
Fax: 1-705-779-9982
Mobile : 1-705-542-3504

Email: ironsideconsult@xplornet.com
Web : www.ironsideconsulting.com

or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak or communicate in a manner that is discriminatory to any individual based on that person's race ancestry, place of origin, creed, gender, sexual orientation, age colour, marital status or disability."

Excerpt From: Code of Conduct (Council and Local boards), Bylaw 2017-242; 11 December 2017

"Improper Use of Influence"

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

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

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

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

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

Assessment:

1.0 The Clerk's office advised that the date of the Council meeting this matter was discussed was February 20, 2018. The Integrity Commissioner listened to the sections of the Council meeting regarding this issue (time stamped 1:19:59 to 3:08). Helen and Ken Marshall allege that at this Council meeting, Councillor Hupponen is recorded saying that "Spruce Haven was the most depressing and deplorable place she had been to".

The expressions of opinion by Councillor Hupponen at this Council meeting were found not to be violations of the Code of Conduct.

2.0 No other information needed to respond to this allegation. Helen and Ken Marshall allege that Councillor Hupponen, "further took upon herself to call and have MNR, Algoma Health Unit, Humane Society and Canadian Wildlife Association to do inspections."

Councillor Hupponen advised the Integrity Commissioner she contacted the MNR regarding requirements under their license but that she did not contact the OSPCA or the local humane society. Councillor Hupponen has the right to seek this information from the MNR and in doing so, this was not a violation of the Code of Conduct.

3.0 Helen and Ken Marshall allege that Councillor Hupponen "slandered Spruce Haven on social media (Facebook, Zoo Check and Soo Today) claiming animal abuse, mistreatment and sharing an online petition to close Spruce Haven down."

A preliminary inquiry is within the jurisdiction of the Integrity Commissioner if there are documents or reports submitted for review. The Marshall's did not submit documents or reports on April 6, 2018. The Integrity Commissioner contacted Mrs. Marshall and she indicated she would be able to forward documents by email. On Sunday July 15, 2018, emails sent to the Integrity Commissioner with a total of twenty screenshots from inserts into Facebook, saultonline.com and sootday.com, by Councillor Hupponen. The Integrity Commissioner assessed the contents of these screenshots.

The expressions of opinion by Councillor Hupponen as assessed in the screenshots submitted, were found not to be violations of the Code of Conduct.

4.0 No further investigation is necessary in this matter as there were no violations of the Code of Conduct found.

Regards,

Antoinette Blunt

Antoinette Blunt MPA, CHRL, CHRE, FHRPA
Integrity Commissioner
City of Sault Ste. Marie

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Kathy Fisher, Curator Ermatinger Clergue National Historic Site**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**HISTORIC SITES BOARD: Annual Report 2017 Ermatinger Clergue National Historic Site**

PURPOSE

The purpose of this report is to provide City Council with an update as per by-law 2001-229 section 6 (v), the Historic Sites Board (Local Board & Committee of Council) is required to submit an annual report to Council.

BACKGROUND

At the June 13, 2018 meeting, staff presented the final draft of the 2017 Annual Report for the Ermatinger•Clergue National Historic Site. The following resolution was passed.

> Moved by: S. Casola
> Seconded by: J. van Haaften
>
> "Resolved that the Historic Sites Board approve the final draft of the 2017 Annual Report on the operations of the Ermatinger•Clergue National Historic Site, and that the Curator submit the report to Council as per the HSB by-law requirements on management."

An annual report is required on the operations of the Ermatinger•Clergue National Historic Site as per the Local Boards by-law, and as a requirement of the Grants Ontario: Community Museums Operating Grant, each year. This requirement meets Provincial museum standards.

ANALYSIS
The annual report assists the Board to reflect on the programs, services, and statistics, in order to continue to meet the mandate of the Site, strategic goals and sustainability.

FINANCIAL IMPLICATIONS
The report is for information, there are no financial implications.

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 Curator, Old Stone House dated 2018 07 16 concerning the Historic Sites Board: Annual Report 2017 for the Ermatinger•Clergue National Historic Site be received as information."

Respectfully submitted,



Kathy Fisher
Curator, Old Stone House
705.759. 5443
k.fisher@cityssm.on.ca

ANNUAL REPORT 2017



ERMATINGER•CLERGUE NATIONAL HISTORIC SITE



Kathy Fisher, Curator / Supervisor
Will Hollingshead, Programmer

May 2018

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Executive Summary

2017 brought the highest total visitors to date since building the Heritage Discovery Centre. Events for Canada 150, Cruise Ships, and Group of Seven bus tour programs contributed to the success of the year. This annual report will provide further information on the details of the year.

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MANDATE

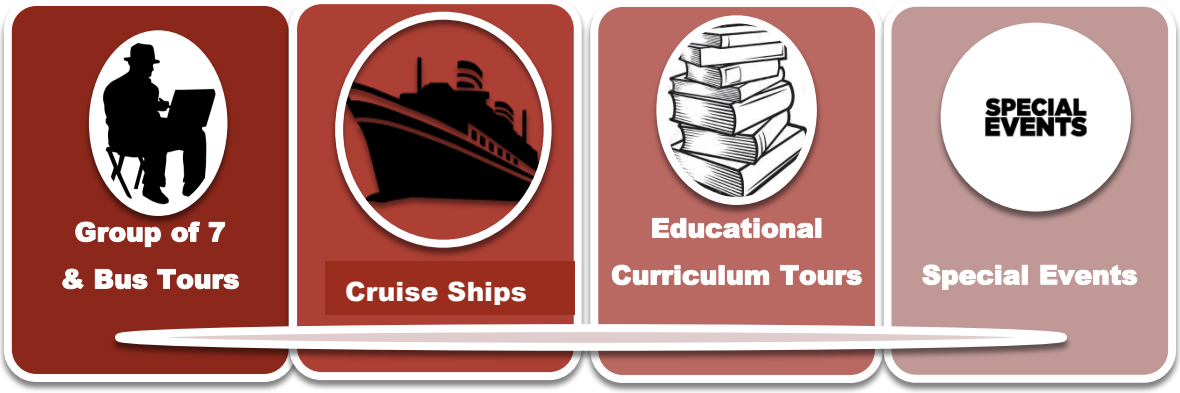
"The Ermatinger•Clergue National Historic Site provides visitors and residents of Sault Ste. Marie with an opportunity to experience the history of our community through the preservation and historic interpretation of artifacts related to the Site; within the Ermatinger Old Stone House, the Clergue Blockhouse, the Heritage Discovery Centre, and including the heritage gardens and grounds."

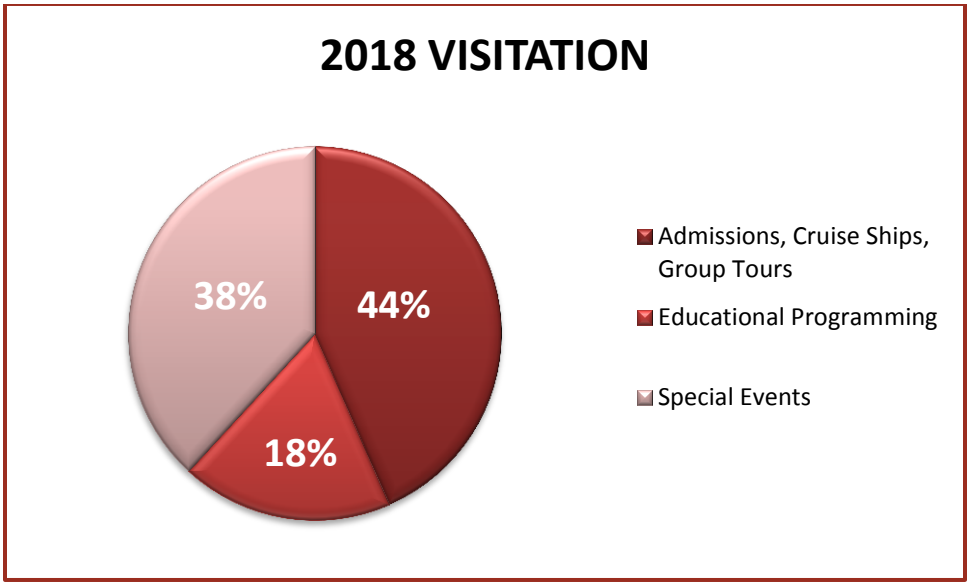
GOVERNANCE

The Ermatinger•Clergue National Historic Site is owned and operated by the City of Sault Ste. Marie, under the management of the Historic Sites Board, an appointed Board of Council.

VISITATION

General Visitors - General Site Visitors - Cruise Ships - Group of Seven Program – Road Scholar & Gt. Can. Tour	 **Total:** 4404 **Total:** 2398 **Total:** 464
Packages sold by Tourism Sault Ste. Marie - Train Tours Packages & On line tickets / Passes	 **Total:** 577
Educational Programs – Curriculum Adult Programming – Fridays by the Fire & Workshops Private Bookings for Heritage Culinary Experiences	**Total:** 2884 **Total:** 752 **Total:** 249
Special Events (Rendezvous, Lilac & Lavender) & ECNHS hosted Themed Dinners	**Total:** 8059
Non-paying visitors to Gift Shop / 4Culture Pass / Memberships Venue Rentals	**Total:** 1330
GRAND TOTAL	**21107**





Visitation does not include "outreach" programs / booths - see statistics for this on page 5.

EDUCATIONAL PROGRAMMING – CURRICULUM BASED ON SITE AT ECNHS

Program Name	Number of Programs	Number of Participants
Pioneer Living (Grade 3 & 4)	8	184
Native Life (Grade 5 & 6)	3	72
Fur Trade (Grade 7) **	32	1034
Yuletide (Grade 1 to 4)	14	366
Child's Summer	5	118
Customized Programming	7	121
Total:	**69**	**1895**

** Fur Trade Program includes Fall Rendezvous

CUSTOMIZED PROGRAMMING

War of 1812 – Grandview Public School
Curatorial & Collections Programming – White Pines Arts & Culture SHSM
Responsible Citizens Programming – White Pines Civics & Careers Class
Museum Workers Programming – St. Mary's College Hospitality and Tourism
Public Relations & Event Management – Sault College
Anarchist Tag Programming – Algoma University Public History Class
First Nation Programming – Algoma University Political Science Class





PROGRAMMING / OUTREACH OFF SITE

In 2017 we went out to many events / partnership opportunities:
Outreach for the Ermatinger•Clergue National Historic Site included the following:

- Tourism Week – Ontario Tourist Information Centre
- Festival of Trees – Sault Ste. Marie Public Library
- Hello Spring – New North Greenhouses
- Seedy Saturday – Horticultural Society / Sault College
- Algoma University Volunteer Fair
- Multi-Cultural Day festival
- 150 Seniors Fashion Show & Tea
- Canada Day festivities (not including gift shop sales at RBP – July 1)

Outreach off site Total: 5642

Classroom Programming in Schools
Classroom Mentoring with White Pines C&VS – grade 12 History Class

Classroom off site Programming Total: 989





PARTNERSHIPS 2017

Parks Canada Sault Canal
Sault Ste. Marie Conservation Authority
March of Dimes – ongoing work skills placements
Community Living Algoma – summer volunteer placements
Indian Friendship Centre – Fall Rendezvous & Fridays by the Fire
Sault Community Career Centre – Heritage Block Party
Downtown Association – Events
Sault Ste. Marie Public Library – Fridays by the Fire, Festival of Trees, Multicultural Day
Living History Algoma – SSM Oral Histories
Fringe Festival 2017 – host location
Theatre in Motion – Sault Stories & Group of Seven
Local Immigration Partnership – National Film Day
Ontario Museum Association – CMS Exhibit Design Course host location
Ontario Museum Association – Diversity & Inclusion Symposium & Toolkit

EVENTS: Planned and Implemented on Site

1. Fridays by the Fire
    - Every Friday during January through March, a lunch & learn program, 12:00 to 1:00
2. Canada 150 – Sault Ste. Marie Mural Project – February – 400 people painted a tile for mosaic.
3. March Break for children & youth. Half day workshops Tuesday, Wednesday & Thursday.
4. Easter Egg Hunt & Sensitive Egg Hunt
    - The Site offered an egg hunt day, where children 1 to 5 years were to arrive with their baskets and hunt for coloured eggs, while children 6 to 12 years were to go on an eggscavenger hunt. Treats, cookies and juice followed.
    - Sensitive Egg Hunt was offered to the Autism Society – as a private function, with the same activities and treats.
5. Lilac and Lavender Victorian High Tea with Lavender Tea (Teavanna) & guest speakers
6. Canada 150 Lobsterfest – June 30th – our tribute to PEI Confederation – food, music, and fun.
7. Canada 150 Parade of Paddles – St. Marys River a National Historic Waterway – 100 people paddled from Canal to Ermatinger Site – then lunch on lawn.
8. Strawberry Social - Event planned in conjunction with Downtown Street Party in July
9. Blueberry Festival - Blueberry Pancake breakfast or Blueberry Tea & Desserts
10. FALL RENDEZVOUS
    - Annual Fall Rendezvous hosted by "Friends of" was combined with 150 Culture Days this year allowing for a four day event at the site. In partnership with Downtown Association & the Ontario Museum Association (Diversity & Inclusion event).
11. Evening in the Summer Kitchen – Canada 150 themed and a Christmas themed Heritage Culinary Experience with produce from the Heritage Gardens on site. These are four course meals with historical interpretation and entertainment.
12. Moonlight Magic - The downtown core was open late for an evening of Christmas shopping and festivities. Our gift shop, The Post, featured sales and refreshments and freshly baked gingerbread men served by the hearth.
13. Christmas Tea – Fancy tea with all our homemade holiday baking.





ADULT EDUCATIONAL PROGRAMMING ON SITE

Road Scholar Bus Tours	Group of Seven Program & Dinner	8 Bookings
Great Canadian Holiday Tours	Group of Seven Program & Dinner	2 Bookings
Fall Rendezvous Speakers	Fly Fishing 1812, Turkish Marbling, Fenian Raids	

The Ermatinger•Clergue National Historic Site has partnered with Theatre in Motion to present a series of Group of Seven themed programming to the site. The Group of Seven program involves a performance within the Heritage Discovery Centre Theatre which features a one man theatrical production of Lawren Harris, followed by a Heritage Culinary Dinner themed on the foods the men ate while in Algoma. Historic interpretation and promotion for travelling in Algoma reflects on the Group of Seven and their experiences while painting our great landscapes. This iconic Canadian Program is offered to bus / tour groups as well as to those individuals doing drive tours, or fly and drive tours, for their "Moments in Algoma".

MOMENTS of ALGOMA
GROUP OF SEVEN



VENUE RENTALS

The Heritage Discovery Centre provides the Ermatinger•Clergue National Historic Site with a unique opportunity to rent out the theatre and/or foyer. We are able to book in receptions, small conferences, weddings, showers, and annual meetings, all of which have been very well received.

The summer kitchen in the Ermatinger Old Stone House still is a popular venue for any occasion.

Venue rentals for 2017 included:

- Weddings, Wedding Photo's, & Private Parties
- Tourism Northern Ontario
- Ontario Culinary Alliance
- Ontario Trillium Foundation information session
- Breast Cancer Awareness celebration
- Sexual Assault Care Centre function
- North Star Travel destination presentation



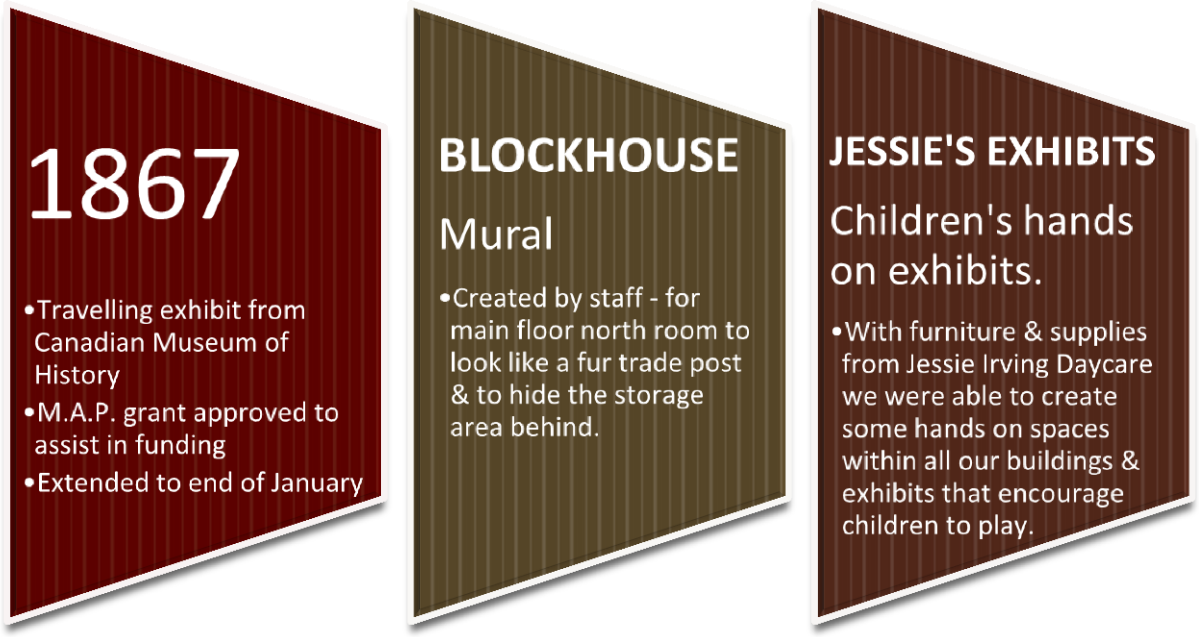
GIFT SHOP – "The Post"

In 2017, the Gift Shop within the Heritage Discovery Centre operated for the first year completely by Site staff & volunteers. Purchased merchandise for resale, and local artist's consignment items were tried to see what the market tolerated, and what items were unique to our Gift Shop. Retail price points were monitored in order to try to earn revenue while offering a price point that that customers seemed to be open to purchase.

Revenue received from resale & consignment =	$22,700.
Expenses for merchandise, supplies, & credit card fees =	$12,840.
Net revenue:	$ 9,860.



EXHIBITS









VOLUNTEERS

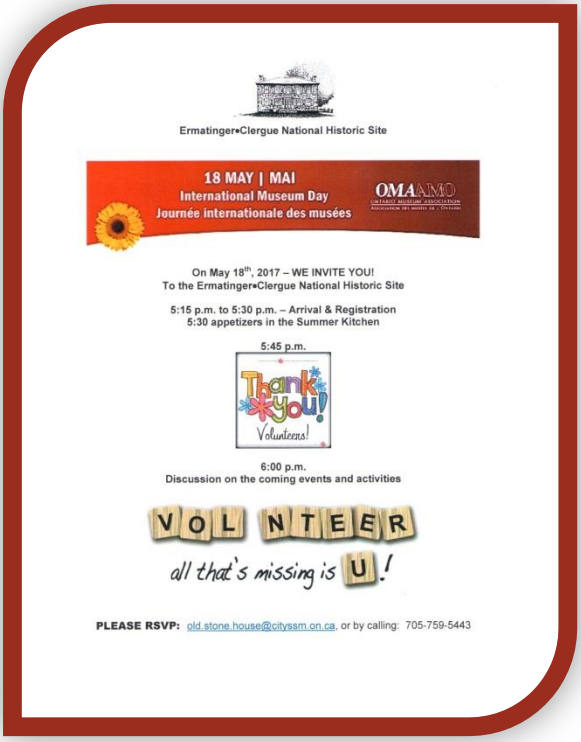
Volunteers, who assist in activities, events, and programming, are a mix of individuals from the following areas:

- Members of the Friends of Ermatinger•Clergue National Historic Site
- Members of the Historic Sites Board
- Adult and Youth Re-Enactors
- High school Students
- Adults & Seniors (55+) who individually want to assist in many capacities

The site is managed by a volunteer Board which is comprised of **7 members** contributing a total of approximately **375 hours** including the formal board meetings once a month. Members for the Sault Ste. Marie Historic Sites Board are appointed by City Council every 2 years. The Ermatinger•Clergue National Historic Site has **32 volunteers** contributing **1785 hours** of volunteer work – not including the Board members.

Grand total - 39 volunteers donated 2160 hours of work.

May is museum month, and a great month to have a meeting with the Volunteers!



STAFFING in 2017

The Ermatinger•Clergue National Historic Site consists of 3 buildings and heritage gardens, operated year-round, since the 2014 opening of the Heritage Discovery Centre.

2017 Staffing at the Ermatinger•Clergue National Historic Site breaks down as follows:

Regular year-round staff:

- 1 Full Time Permanent Curator
- 1 Full Time Permanent Heritage Programmer
- 1 Part Time Garden / Grounds / House Keeper (28 hrs / wk – Spring to Fall - seasonal)
- 1 Part Time Historic Interpreter (28 hrs / wk)
- 1 Part Time Cook (25 hrs / wk)
- 1 Part Time Administrative Assistant/Receptionist (25 hrs./wk)
- 1 Part Time Interpreter / Collections – 6 week funded placement (SCCC)
- 2 Career training programs – funding from various programs for wage subsidy

Students:

- 1 Young Canada Works Summer Student (Federally Funded) & City of SSM
- 1 Provincial SEP Summer Student (Provincially Funded) & City of SSM
- 2 Municipal Summer Students (Funded through the City of Sault Ste Marie)
- 1 Metis Nation of Ontario SEP Student (Funded through Metis Nation of Ontario)

SOCIAL MEDIA

With the Museum Standards for CMOG (Community Museums Operating Grant) and the Ministry of Culture – "Social Media" became a project in the forefront in 2016. The Ermatinger•Clergue National Historic Site operates a Facebook Page in order to engage and interact with the community. Along with starting this social media page, a written policy was also required for the Standards. The Site took on operating the Facebook Page in May of 2016 and it has proven to assist in both promotion and engagement.

Purchased targeted advertising was done on 3 events during 2017. These boosts averaged around 2355 people reached for $20 purchase. Our highest reach without a boost was 1865 with our Moonlight Magic advertisement event.

The total likes on our Facebook as of December 31, 2017 = 375, which is an increase of 145 from the year before.

Through incorporating more photo and video posts the site aims to reach more of the targeted age group and generate further engagement and interaction with the page. This same goal has been set for our Website content as well.

NEW ONLINE PRESENCE

INSTAGRAM: Started in August 24, 2017 up to 256 followers.

TRIP ADVISOR: #7 things to do in Sault Ste. Marie with a 4.5 star rating and 95% positive reviews

GOOGLE BUSINESS: Total searches 1.84 k hits, with 4.2 stars on Google Business

MUSEIST: **www.museist.com** – 69 visits, 5 stars

POLICIES

In accordance with the Ministry of Culture standards for Museums in Ontario, we completed and met with success the following policies and submission requirements:

1) Finance Policy
2) Interpretation & Education Policy
3) Research Policy

MAINTENANCE REVIEW & Asset Management

City of Sault Ste. Marie Asset Management – Facility Condition Assessments identified the following critical items and are still outstanding issues:

- 4 chimney's on the Ermatinger Old Stone House: repointing & mortar fixes.
- Correct basement leakage: the exposed walls in the basement of the EOSH show, parging at grade level & efflorescence on walls from grade level to floor, – excavation, waterproofing, and drainage required.
- Repair log cladding at summer kitchen - Summer Kitchen log walls – localized deterioration in some logs. Last repair completed in 2005. Localized repairs should be completed to decrease future costs to repair. Issue is that this is a laborious job and takes a specialized skill for mixing the log filler.
- Repoint summer kitchen fireplace / hearth and chimney – cracks have occurred
- Repaint & putty windows and other wood trim elements (mutton bars & re-putty) on both the Ermatinger Old Stone House and the Clergue Blockhouse. Many windows seem to look as if the putty and mutton bars are not supporting the glass.

An annual review of the Site is conducted by one or two board members and staff. The checklist guides all on what to look for in maintenance or restoration requirements. This checklist is also compared to the full 'asset management assessment' provided to the City in 2013.

1) Summer Kitchen log walls – localized deterioration in some logs. Last repair completed in 2005. Localized repairs should be completed to decrease future costs to repair. Issue is that this is a laborious job and takes a specialized skill for also mixing the log filler.
2) Shed at Auxiliary Kitchen door – softwood shed requires replacing. Wood siding needs replacing, roof needs repair, and building has shifted. Inside floor needs replacing.
3) Roof(s): Cedar shakes on Blockhouse and Ermatinger house are showing signs of curving and drying. Will require an inspection to further determine if maintenance is required.
4) Front door of EOSH – threshold has dried out and is cracking. Wood needs to be restored or replaced, and painted.

5) Front steps & porch of the EOSH are solid stone. Minor repointing is usually required approximately every 2 to 3 years. Railing for climbing assistance should be evaluated or considered. Porch pillars at base have been repaired and bottom base made of cement in order to avoid rotting. Continuous monitoring on this required.
6) Exterior boardwalks: Continuous maintenance required annually, to repair or replace. Boardwalks pose a Health & Safety risk, for people walking off edges, and the main issue is that people find boards very slippery when they are not totally dry. They must be treated with a sand or grit in a clear coat on each. Exterior period pieces: wood benches and barrels. These items are showing their wear from weathering and sun exposure. Barrels require replacement, and benches refurbished.
7) Queen Street white picket fence. Annual spring inspection will be required to determine which boards require replacing and what requires painting. Gate and latch will also need maintenance work.
8) Split rail fence around the south and east perimeter requires some posts to be re-wired, and split rails to be fixed.

THE END

The Corporation of the
City of Sault Ste. Marie

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

July 16, 2018

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Susan Hamilton Beach, P. Eng**

DEPARTMENT: **Public Works and Engineering Services**

RE: **Contract Award for Waste Collection Services**

PURPOSE

The purpose of this report is to respond to the Council resolution dated April 23, 2018 which reads,

"Resolved that the report of the Director of Public Works dated 2018 04 23 be received and that the issuance of a Request for Proposal based on the key terms outlined therein be approved."

BACKGROUND

In response to the resolution noted above the Request for Proposals ('RFP') advertisement was published in the Sault Star on Saturday, May 26, 2018 and was also posted on MERX and the City website. The request for proposal documents were made available to interested Contractors at no charge commencing on May 28, 2018. The RFP process included a voluntary information meeting and the issuance of 2 addenda.

An evaluation committee was established in addition to the criteria for assessment. AECOM, the City's consultant, as well as four City staff members representing Public Works and the Manager of Purchasing, Finance Department were members of the committee. A total of four (4) proposals were received by the deadline of 3pm on June 25th, 2018.

As Council may recall, the framework for the proposal included requesting a cost for the service to be provided to 100% of the City in addition to a second option which continued the service as is currently provided based on a hybrid approach – 50% City and 50% Contractor.

Through the review process, the Contractor that received the highest overall score under both fully contracted and the hybrid approach was Green for Life ('GFL').

ANALYSIS

Based on the proposal submissions, the recommended contractor is Green for Life ('GFL') regardless of the service option chosen. For both service options, the carts are purchased and delivered – for the entire City – by the Contractor. Through consultation with the Chief Financial Officer/City Treasurer it is recommended that the carts are funded through the Landfill Reserve and with an annual payback through the tax levy over the ten (10) years that they are guaranteed. The total cost for carts is $1,642,566, including HST, making the annual payback from the levy approximately $165,000.

In order to recommend a service option, Schedule A has been prepared which includes GFL's pricing and the City's estimate to complete the service for the hybrid model. In comparison, the difference between Option 1 (100% Contractor) and Option 2 (Hybrid Model) is approximately $125,000 annually. If consideration is given to the collection of leaf and yard waste the 100% Contractor model results in the total cost per year being $1,232,275 while the Hybrid model with the City continuing to provide 100% of the leaf and yard waste collection is estimated at $1,244,805. The difference between the full program collection costs is $12,530. Please note that the Contractor price is subject to a fuel escalation/CPI factor and City costs are subject to contractual changes and fuel adjustments. Although estimates for future year's costs are difficult to predict, the variance should remain parallel.

Beyond pricing, the determination of the preferred option requires consideration of points previously presented to Council including the following key items:

- The competitive atmosphere between service providers reduces complacency and motivates the public sector to operate in a manner similar to the private sector;
- On the private side, knowing that the municipality is in the same business encourages better pricing (now and in the future);
- Challenging service areas often remain within the municipalities control even in cities that have opted towards privatization – ie. narrow streets/laneways, dead-end streets, one-way streets, homes serviced from the rear of the properties, etc.
- Complaint resolution will be the responsibility of the contractor to be administered by the City which may result in increased time and effort for management staff.

In Northern Ontario, as previously explained the only large municipality that is serviced 100% by contractor is North Bay. In 2017, their contract price was $42.03 for a manual collection system which was higher than both our City ($39.38/stop/year) and our Contractor price ($33.70/stop/year) for a similar service.

Based on the financial assessment and the qualitative factors above the hybrid model is recommended. If the hybrid option is selected, the key features of the City's service will include:

- Two (2) City vehicles retrofitted to provide automated collection. This capital expenditure was approved in the 2018 budget process while two (2) new waste collection trucks will be purchased for a total of four (4) City vehicles (three (3) in service and one (1) spare truck);
- The City's existing spare truck(s) will be utilized for the leaf and yard waste collection program with staffing for this service provided through the Works' operator's pool; and
- The reduction of one (1) collection staff (I FTE) as it is planned to have three (3) City collection vehicles service the City area with one operator per vehicle based on automated collection.

100% Contractor Curbside Waste + 100 % City Leaf and Yard Waste

Should Council wish to consider a potential third service model that would include 100% Contractor waste collection with 100% City leaf and yard waste collection it must be understood that the pricing of that option needs to include the maintenance, operation and capital of a second vehicle (as the spare will no longer be shared with the remainder of the waste collection fleet). This increases the cost of leaf and yard waste collection for the City to $246,000 per year. This model would then have an estimated annual cost of $1,189,960 ($943,960 + $246,000). Should this model be explored other constraints need to be considered as the level of Public Works Operations' staffing would be reduced by four (4) FTE making it more difficult to dedicate the two (2) staff to this seasonal service. The seasonal operation of the waste collection vehicles may also lead to difficulties and additional maintenance and repair costs.

FINANCIAL IMPLICATIONS

Based upon staff review of the proposal submissions and the assessment of the service models, the following financial implications are understood:

1. It is understood that the City will have a fully automated system and that the purchase of the carts will cost $1,642,566, including HST with the lump sum payment coming from the Landfill Reserve with an annual repayment from the tax levy for 10 years of approximately $165,000. This cost is the same for both service models.
2. If the recommended hybrid waste collection model (with City collection of leaf and yard waste) is selected giving consideration to both cost and the reasons stated above, the annual operational budget will be approximately $1,244,805. It should be noted that that this contract is effective July 1, 2019, so the financial impact on 2019 is for a six (6) month period only.
3. If the hybrid model is approved, two new vehicles at an estimated price of $700,000 will need to be procured in 2018 for delivery by July 1,

2019. The purchase would be funded from the Public Works Equipment Reserve, which currently has $700,000 of uncommitted funds available. A full review of the Public Works fleet replacement requirements and funding will be presented in the 2019 capital plan for Council's consideration.

4. The City continues to collect leaf and yard waste for the entire community.

All of the operational costs shall be subject to the CPI and fuel escalation factor that is built into the contract for the Contractor's portion of the service while the City portion shall be subject to Contract negotiations and fuel increases (with expectations of a constant variance in future years).

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works be received, and furthermore that Council direct staff to proceed with the provision of waste collection service via a hybrid model (50% Contractor and 50% City with the City collecting leaf and yard waste); furthermore that the Contract be awarded to Green For Life; and furthermore that the funding of carts be approved using the Landfill Reserve for upfront initial acquisition ($1,642,566, including HST) with an annual repayment from the tax levy to replenish the Landfill Reserve of approximately ($165,000) and furthermore that two (2) new collection vehicles to be purchased in 2018 from the Public Works Equipment Reserve ($700,000) to be funded from the uncommitted funds available.

Respectfully submitted,



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Schedule A - Summary of Waste Collection Request for Proposal Results

Curbside Waste Collection

Option 1 – 100% Contractor - **$943,960** ($0.69/stop/week, including HST)

Option 2 – 50% Contractor (Hybrid Service Model)

Contractor - $492,805 ($0.72/stop/week, including HST)

City - $577,000 ($0.85/stop/week)

Total - **$1,069,805**

Difference between Option 1 and Option 2 **- $125,845**

Leaf and Yard ('L&Y') Waste Collection

100% City with Hybrid Waste Collection - $175,000

100% Contractor (RFP) - $288,315 (including non-refundable HST)

****100% City with 100% Contractor Waste Collection $246,000

Summary of Full Service Cost

Waste Collection and Leaf and Yard Waste Collection

OPTION 1 (100% Contractor) - $943,960 + $288,315 = $1,232,275

OPTION 2 (Hybrid + City L&Y) - $1,069,805 + $175,000 = $1,244,805

Difference between Options = $ 12,530

Analysis is based on Year 1 of the Contract Term, subject to contractual increases in future years based on fuel escalation factor and CPI. City costs are subject to contractual changes and fuel costs. It is anticipated the variance shall remain parallel in future years.

CUPE Canadian Union of Public Employees

July 2018

CUPE Briefing Note

Solid Waste Services in Sault Ste. Marie

The value of 100% public collection or a hybrid model

Public municipal solid waste services are fundamental to the quality of life in our communities. How we collect and dispose of our garbage and recycling is essential to our health, our environmental future and the appearance of our community.

In February, City of Sault Ste. Marie senior staff released a report on the best model for solid waste management. Their recommendation was to not only keep the current split model collection system in place, but to increase the work of public collection to ensure fairness, and to be faithful to the spirit of the 50/50 split intended by the existing model. While CUPE believes that the best, most accountable service delivery for solid waste lies with a 100% public collection model, we understand the February report's position, and we support it.

Any possible move to increase private sector collection presence in the city will dilute a quality service. And as we have seen in many Ontario municipalities, if collection services were contracted out entirely to the private sector, we would be held captive to a private company that will seek to increase costs, while service will suffer. This has been demonstrated in numerous municipalities across the country, and it's why several cities have moved to bring collection back in-house. At the very least, the status quo keeps a balance that is crucial to ensure high service expectations.

Some municipalities have turned to privatized collection in attempts to cut costs. Reputable studies (CCPA and Columbia Institute examples are appended) conclude that solid waste services delivered by municipal employees are comparable in cost and efficiency to privately contracted services over the long term. There is no consistent evidence showing that contracted-out private sector waste collection is less costly and more efficient than waste collection provided by public employees.

These studies also show that as a municipality, the only way you can show private contractors that they must maintain a high level of service without driving costs up, *is if you maintain your own crews, equipment, and institutional knowledge in-house*. I.e. the private company cannot seek to exploit the municipality because it will realize that you

maintain the option of taking that work back in-house. Country-wide we have seen that private companies initially bid low to secure contracts, and then hike costs in subsequent years as municipalities become more reliant on them.

Very often the "promise" of big cost-savings through privatization is not realized for municipalities. Municipalities are finding that when they in-source, either partially or completely, they re-establish control over quality of the service delivery, have better flexibility, greater efficiency in operations, and better support for citizens who might have special needs. In house, we are able to provide options the private sector will only provide at additional cost. For instance, in Sault Ste. Marie, we create our own compost from yard waste, and then use it on our properties, including parks and soccer fields.

The Private Sector Waste Industry

The solid waste industry across North America has a history of problems that should give municipalities pause if considering expanded privatization. The compensation in the solid waste industry is poorer; there are numerous gruesome health and safety stories; and there has been much litigation around various issues dealing with service quality, collection, processing, and landfills.

Increasingly, the behaviour of leading companies in the industry is under more scrutiny due to the patterns above. Business models in the private waste collection industry expose the community of Sault Ste. Marie to increased risk of a decline in service quality. They also put workers into more precarious and sometimes more dangerous work situations.

Recent examples:

- In neighbouring Michigan, residents have made numerous complaints against Sault Ste. Marie contractor Green For Life (GFL) for curbside collection.[1]

- In Toronto, Miller Waste Systems was recently found in violation of the city's fair wage ordinance. The most recent annual report from the city's Fair Wage Office found the company non-compliant of the by-law.[2]

- Because private waste companies are paid by the tonne, they treat that as an incentive to pack their trucks. This is an environmental disaster. Toronto residents have documented this, observing and taping at least one private company mixing waste. This not only violates contract provisions, but it also

[1] *GFL addresses trash complaints*. Kristyne E. Demske. St. Clair Shores Sentinel. Published September 26, 2017. http://www.candgnews.com/news/gfl-addresses-trash-complaints-104368

[2] *City of Toronto staff report: Fair Wage Office – 2016 Annual Report*. Government Management Committee; September 17, 2017. https://www.toronto.ca/wp-content/uploads/2017/10/9065-FWO-2016-Annual-Report.pdf.

makes it very hard for the municipality to reach your diversion targets, and ultimately that will increase your costs.[3]

- Finally, York Region experienced a litany of service issues in 2014 and 2015, with curbside collector GFL. This led one resident to mail back his waste to corporate headquarters in frustration.[4]

Changing Provincial Landscape

The province creates the rules on how waste is collected, processed, recycled, and reused. In the last ten years, they have been moving to make producers (the makers of material, like plastic packagers) responsible for the disposal of what they create. A new legislative framework enacted in 2016 created new rules on solid waste recycling and processing. This new framework will make polluters (or producers) pay for the waste they create. This new legislation will roll out over the next two-five years, and we do not yet know precisely how this will look in Sault Ste. Marie. However, it is very possible that your collection costs will go down in the coming years, and that is a reason to maintain some control over a significant portion of the collection process.

Municipalities will remain responsible for day-to-day solid waste services, which includes curbside collection, processing, special depots and/or the sale or re-use of materials. But the first materials to transition will include 'blue box' recycling, tires, and hazardous waste. For municipalities, the new legislation *will eventually mean a shift in your costs*. Until now, municipalities have had to fund half the blue box program; going forward, producers of waste – or polluters – will gradually become more responsible for those costs. This means communities like yours could receive funding from producers for collection of their materials. This would drive Sault Ste. Marie's costs down.

In respect of the decision before you, the shifting landscape described above is another reason to maintain the current hybrid model, which gives your far greater control and may net you cost savings at the City.

Moving Forward

Through many years of examining contracting out and privatization, CUPE has learned that most often the public is best served by fully public services. There are simply more checks and balances in a system overseen by an elected government, administered by

[3] CBC News. *Toronto resident catches private garbage collector mixing trash, recyclables. Uptown building uses private garbage collection service unregulated by the city*. Posted: Nov 04, 2015 7:14 PM ET; Last Updated: Nov 04, 2015 7:35 PM ET. http://www.cbc.ca/news/canada/toronto/toronto-resident-catches-private-garbage-collector-mixing-trash-recyclables-1.3304731.

[4] The Toronto Star. *Annoyed Aurora man mails his uncollected trash to GFL*. By Katie Daubs. GTA; Thursday, January 15, 2015. https://www.thestar.com/news/gta/2015/01/15/annoyed-aurora-man-mails-his-uncollected-trash-to-gfl.html.

a professional civil service, and delivered by public employees. This is especially true with a service as critical as residential solid waste collection.

We know that at this point you are not considering moving to a wholly public system. In light of that, we support the senior staff recommendation to preserve the current hybrid model, and adhere to a true 50/50 ratio. We also agree with the staff recommendation that a public-sector comparator is a simple mechanism to keep the private sector honest. If the city were to sell all of its trucks and re-deploy its workforce, Sault Ste. Marie will be completely at the mercy of a small number of private companies who will do everything possible to maximize profits over service.

In summary:

- There is an inherent value to public collection, because there is no profit motive. The sole goal is to provide high quality service efficiently.

- There are numerous risks that come with increased privatization. The small number of providers in northern communities mean there is decreased competition for the work, and more opportunity to exploit municipalities. If the municipality sells off its fleet and gets out of the collection business, it will be at the mercy of contractors whose sole motive is a profit one.

- The quality of the service is higher when it is delivered entirely or partially inhouse. Diversion rates are higher, and you have greater control over delivering services to any residents with special needs.

- The hybrid model, if adjusted to provide a true 50/50 ratio, will maintain a balance that works to protect the quality of the service and to continue providing good value for money in Sault Ste. Marie.

Please vote to keep this valuable service in public hands in Sault Ste. Marie.

-30-

For more information:

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AA:gb
cope491

LORINC: Garbage in, garbage out

MAY 12, 2014 | BY JOHN LORINC



JOHNLORINC

(http://spacing.ca/toronto/2011/12/19/lorinc-acceleration-and-other-myths-about-life-in-the-fast-lane/feature-lorinc/#main)

It's easy to forget, after the landslide of (political) crud unleashed by the brothers Ford, that our chief magistrate's checkered mayoral career traces its beginnings to the 2009 garbage strike, and his strident pledge to outsource collection as a means of breaking the union. Ford exploited the public's unhappiness about that lengthy job action, and, in what is really the most substantial achievement of his term, succeeded in privatizing collection west of Yonge Street, with the promise of more.

So it's fascinating and ironic that in the dying days of Ford's term, the winning contractor – a well capitalized and extremely territorial outfit called Green For Life Environmental (http://gflenv.com), which won the multi-year contract with a low-ball bid

(http://www.theglobeandmail.com/news/toronto/winning-bidder-for-toronto-garbage-contract-no-stranger-to-controversy/article559012/) – is doing its best to show that privatization, in practice, is hardly the panacea that Ford et al promised.

At public works committee tomorrow, staff will table quarterly complaints figures (http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2014.PW31.3) showing that GFL's operations in District 1 (Etobicoke/York) have the poorest record as measured by service requests per thousand pass-bys of all four regions across the city (GFL has the balance of the west of Yonge section, known as District 2; CUPE Local 416 still has districts 3 and 4, east of Yonge). By contrast, the CUPE crews that work Scarborough last quarter registered the fewest complaints.

The District 1 contract — which has been in place since 2007, held first by Turtle Island and then GFL — was frequently held up as an example of how the private sector gives better service. Despite the rhetoric, it has been performing increasingly poorly in the past two years, as this works department chart indicates (http://www.toronto.ca/legdocs/mmis/2013/pw/bgrd/backgroundfile-63553.pdf) [PDF].

Indeed, as works staff explained to an administrative inquiry by Councillor Mike Layton, the city has decided not to extend GFL's contract when it expires in 2015, and instead re-tender the deal in part because of increasing complaints.

The spotty track record is merely the latest, um, strike against GFL: before the company won the City deal, its waste management group had run into trouble in other jurisdictions, including Hamilton and Kawartha Lakes, while the company's clean fill/excavation division has attracted complaints and regulatory reprimands (http://www.theglobeandmail.com/news/toronto/tainted-soil-lands-on-pickering-farm/article547534/) east of the GTA.

This past winter, municipal politicians in six northern York Region municipalities took GFL to task after its trucks failed to collect the garbage during a bad-weather run in December. As one Whitchurch-Stoufville councillor told a YorkRegion.com reporter (http://www.yorkregion.com/news-story/4317141-angry-stouffville-councillors-demand-answers-from-waste-firm): "It was really disturbing the lack of communication between the staff at GFL, they basically unplugged their phone lines and left our staff and residents out to dry." GFL CEO Patrick Dovigi had to appear at one council meeting to show his contrition.

Toronto hasn't run into those sorts of problems. But I've wondered in recent years whether the complaints metrics, which helped scotch the District 1 contract, provide an accurate performance gauge, or if it merely disguises other practices.

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The spotty track record is merely the latest, um, strike against GFL: before the company won the City deal, its waste management group had run into trouble in other jurisdictions, including Hamilton and Kawartha Lakes, while the company's clean fill/excavation division has attracted complaints and regulatory reprimands (http://www.theglobeandmail.com/news/toronto/tainted-soil-lands-on-pickering-farm/article547534/) east of the GTA.

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Residents complain mainly for two reasons: one, the collection is late; two, that their garbage wasn't removed (the myth of the surly city worker is just that). My own non-scientific observation in my (west-of-Yonge) neighbourhood is that homeowners increasingly put out more and more stuff on garbage day, secure in the knowledge that the GFL trucks will haul off all the excess trash, with or without a bag tag (in the interests of full disclosure, mea culpa).

Works officials claim they monitor the private contractors for compliance with the city's garbage/diversion policies (http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=6dad433112b02410VgnVCM10000071d60f89RCRD). But if I'm a GFL supervisor and I want to keep my service request numbers down (and my bonus up), I'd certainly tell my crews to pick up everything; they have all sorts of specific financial incentives to disregard the bag-tag rules, and none to observe them. (Likewise, homeowners.)

Even potentially more problematic for GFL is a recent Ontario superior court decision (http://www.canlii.org/en/on/onscdc/doc/2014/2014onsc2728/2014onsc2728.html) that dismissed an attempt by the company to quash a vehicle safety downgrade by the Ontario Registrar of Motor Vehicles (ORMV).

Last year, according to the judgment, GFL's vehicle safety violation rate nosed above the 70% rate, meriting a downgrading of the ORMV rating from "satisfactory" to "conditional." As the ruling points out, "the vast majority of Ontario's nearly 55,000 [commercial vehicle operator registration (CVOR) certificate] holders have overall violation rates of 70% or less. 95.6% of holders have safety ratings equal to or below 35%. Only 0.6% of operators have an overall violation rate of over 70%." Which is to say, GFL was in pretty shabby company.

Instead of complying with a public safety regulator, the firm tried to get that order set aside. Why? Because, as the city's contract with GFL states, "The loss by the Contractor of its certification renders the Contractor unable to perform the work under this Contract and shall constitute default under the Contract. The City of Toronto may terminate the Contract and find a replacement contractor."

That GFL took to the courts to reverse the ORMV's order hints at its sense of desperation; after all, losing Canada's largest municipal waste management contract because of unsafe trucks – translation: accidents with other vehicles or pedestrians, and all the associated scandal and litigation – would be nothing less than a reputational disaster for an acquisitive company on such a steep growth trajectory.

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City officials, no less than Ford and the other council conservatives who pushed for the privatization, are heavily invested in the success of the out-sourced garbage collection project. So I'm not expecting Livey to tell the committee that the city should punt GFL, even though it could do just that (as the contract stipulates, the city "may" terminate, not "shall" terminate).

Yet no one can hide from the seriousness of this turn of events: after all the rhetoric about the private sector and service quality, the fact is that GFL, a flesh-and-blood company, hasn't had the good sense to adhere to the terms of its agreement, either because of poor management or outright greed.

Homeowners, of course, aren't going to get exercised about any of this stuff: the problems with the GFL contract are infinitely more subtle – for now, anyway – than blunt force of a strike, and all the attendant inconvenience. Still, what Toronto taxpayers should understand, the next time the privatization salesmen come a callin', is that these deals are invariably tidier on paper than they are in reality.

photo by Kevin Steele (https://flic.kr/p/2tPhK)

yorkregion.com

GFL takes turn in hot seat

Stouffville Sun-Tribune

There was no apology, but Green For Life Environmental (GFL) officials admitted this morning to Town of Whitchurch-Stouffville councillors there was a communication failure between them, town staff and residents late last year when green and blue bin collection was disrupted.



Patrick Dovigi, GFL founder and president, addressed Stouffville council this morning over disrupted green and blue bin collection.

GFL representatives were asked by Mayor Wayne Emmerson to make a presentation to councillors because "I thought it was time we talked directly to the man in charge".

Only two members of the public were in attendance. They were not allowed to ask questions.

Patrick Dovigi, GFL founder and president, along with Brian Kent, vice-president of the company's solid waste and recycling division, both noted they were not aware of Whitchurch-Stouffville's collection problems in the aftermath of the ice storm and subsequent deep freeze, until it was too late. They said the area manager failed to tell them of the service problems he and his crews were experiencing.

"There's been a failure on your behalf to meet those (contract) standards and its been an ongoing basis," Councillor Phil Bannon told Mr. Dovigi and Mr. Kent. "You're going to have to suffer the consequences down the road."

Unlike other councillors who thanked the pair from GFL for coming before council to provide insight on what happened and what the plan is going forward, Rob Hargrave instead said he appreciated their appearance and then asked them, on a scale of one to 10, how much they appreciated the municipality's business.

"We value everybody's business as a 10," Mr. Dovigi said. "All we have is our reputation ... everybody has forgotten about the last six years."

On one of the coldest days on record in the GTA, collection was cancelled in the so-called N6 — York Region's six northern municipalities.

It was a decision made early Tuesday, Jan. 7 between GFL officials and the northern six waste management representative.

"Trucks had already left town when I found out," Paul Whitehouse, director of public works for the municipality told The Sun-Tribune.

This was not the first time collection was cancelled due to weather. In early 2013, GFL and its northern six waste collection representatives agreed to suspend collection for one day due to snow, Mr. Whitehouse told The Sun-Tribune.

He said promises from GFL this past December and January that collection would be done on a particular day, then didn't, led to much of the frustration felt by town staff and residents.

"The communication between GFL and us went south," Mr. Whitehouse told The Sun-Tribune.

Mr. Dovigi noted moving forward, communication between his staff and town employees will improve. A back-up generator will be installed later this month in order to avoid a repeat of the four days the company was without phone service in December.

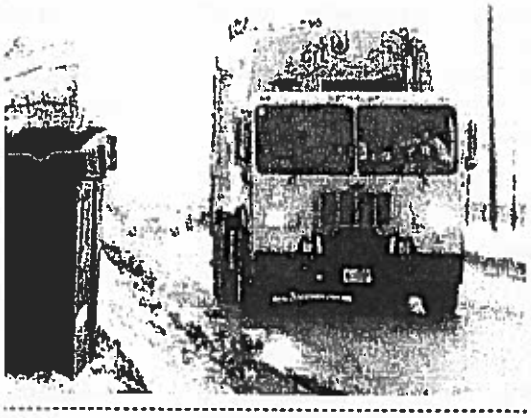
Meanwhile, Mr. Hargrave hopes community goodwill will be part of GFL's future plans, since fining the company does nothing for the inconvenienced residents, he said.

"We did our best. Sometimes your best isn't enough," Mr. Dovigi told The Sun-Tribune following his meeting with council.

yorkregion.com

Waste collection back on track

Newmarket Era



Waste collection is back to normal in northern York Region.

Green For Life, the waste collection contractor for the area, reports its regular pick up service is fully restored, following a month of weather-related service disruptions.

"There's a commitment on behalf of GFL to provide an action plan that will bring the service levels back to that which we can rightfully expect," Newmarket Mayor Tony Van Bynen said.

The mayors and CAOs of Georgina, East Gwillimbury, Whitchurch-Stouffille, Newmarket, Aurora and King met last week to take a closer look at the GFL contract.

However, there were a few more service blips.

Aurora and Whitchurch-Stouffville extended their Christmas tree collection periods, while a regular collection route was missed along Riddell Court in Newmarket Friday.

The Riddell waste was picked up Monday afternoon.

"It's totally unacceptable," Riddell resident John Kamin said, noting his green bin and blue boxes were placed curbside early Friday morning. "We haven't had a regular pick up in three or four weeks. I've lived in Newmarket for 17 years and I've never had garbage service on this level."

The route was accidentally skipped, Mr. Van Bynen said.

"From time to time, things can get missed," Mr. Van Bynen said, noting there are 26,000 households in Newmarket. "It's how well we respond. It's good to see these items have been resolved."

In Georgina, GFL committed to doing an extra tree collection run to search for trees that may have been buried in snow.

Aurora will run a special yard waste pick up next week to deal with tree branch debris caused by last month's ice storm.

GFL blames the ice storm, heavy snowfall and extremely cold temperatures for the bulk of the problems, including driver injuries and vehicle breakdowns.

Increased collection volume from the holiday season and GFL staff turnover also contributed to the backlog.

— with files from Simon Martin, Heidi Riedner and Sandra Bolan

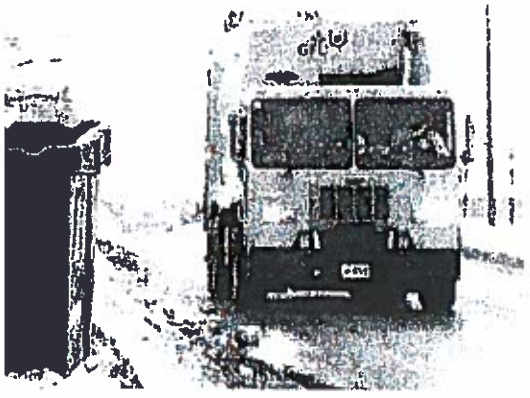
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GFL may be one left at curb if politicians decide to scrap garbage contract

Company faces penalties, cancellation of waste contract

YorkRegion.com

The private waste and recycling company responsible for picking up your trash may be the one left at the curb if politicians decide their level of service hasn't been up to par.



GFL crews were playing catch up to try and clear the backlog of household waste, still uncollected in parts of northern York Region. Here, a truck makes its way through the Bayview Avenue and Hollandview Trail area in Aurora.

But if penalties are levelled against the company for not meeting contractual obligations, residents won't see direct compensation.

Apologies and assurances from GFL Environmental Corp.'s district manager Craig Nelson for delays in garbage and recycling pick up in recent weeks may not be enough to stave off penalties or a cancellation of the private company's contract with the northern six municipalities.

The mayors and CAOs of Georgina, East Gwillimbury, Whitchurch-Stouffille, Newmarket, Aurora and King met Thursday to take a closer look at the contract and pool their collective concerns.

Excuses issued on behalf of the company — including malfunctioning trucks and decreased staff due to the weather — didn't carry much weight with Georgina Mayor Rob Grossi.

"Our constituents have great compassion for outside workers and the kind of work that they do on a daily basis ... and this has nothing to do with their performance of their duties on those kind of days," he said during a review of the matter at council Wednesday.

"To try to use that as a crutch relative to these discussions and the contract is not acceptable," he added.

The mayors and CAOs will have to make decisions moving forward regarding penalties, restitution and a potential cancellation of the company's contract if it is determined GFL has not lived up to its terms.

"They have broken many of the conditions of the contract and the ball is now in our court," Mr. Grossi said, adding GFL has been playing a "juggling game" regarding service capability.

The review by council follows suit in neighbouring municipalities after special meetings were called by councils in Aurora, Newmarket and Whitchurch-Stouffville after residents flooded customer service departments with complaints their garbage wasn't picked up.

GFL representatives apologized for the recent service delays earlier in the week at Newmarket council and told members it had taken several steps to address the issues, such as hiring several mechanics and placing more efficient collection trucks in its fleet.

Waste collection in Georgina, however, wasn't back on schedule as promised for this week despite assurances from GFL, said Ward 3 Councillor Dave Szollosy.

While financial penalties may be imposed against GFL, those won't translate to any direct reimbursement to residents, said CAO Winanne Grant, in response to Ward 1 Councillor Phil Craig, who asked if residents would receive a reduction in property taxes or financial compensation.

Financial compensation would be incorporated in the overall tax levy, Ms Grant said.

Recent collection delays aren't the first issue to crop up with GFL since it took over the 10-year service contract negotiated with Turtle Island Recycling Corporation in 2011.

Aurora councillors expressed concerns not only with delays, but also GFL's overall performance.

The Township of King has frequently voiced its displeasure with the level of service from GF, prompting Ward 4 Councillor Bill Cober to call the waste management situation "a crisis" in November.

— with files from Simon Martin

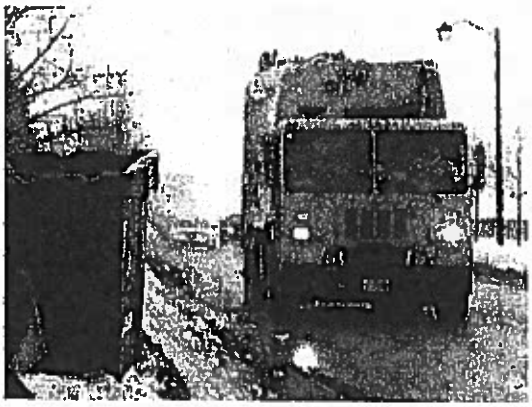
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Angry Stouffville councillors demand answers from waste firm

Hargrave wanted contract trashed

Stouffville Sun-Tribune

Apparently Green for Life Enviornment Corp. - Waste Management's phones, along with its collection trucks, experienced mechanical issues over the past month as they would not take or return calls from Town of Whitchurch-Stouffville officials, Mayor Wayne Emmerson and Councillor Rob Hargrave told The Sun-Tribune this week.



A GFL truck clears some of the curbside waste backlog in northern York Region last weekend.

"It was really disturbing the lack of communication between the staff at GFL, they basically unplugged their phone lines and left our staff and residents out to dry. This is unacceptable," Councillor Richard Bartley told The Sun-Tribune via e-mail.

Mr. Hargrave wants GFL's contract terminated and for Whitchurch-Stouffville to break away from the N6 (York Region's northern six municipalities) agreement currently in place for waste collection services so it can hire its own contractor.

"You can't do a bulk buy and get all the efficiencies," he told The Sun-Tribune.

Miller Waste was the municipality's collection contractor from 1999 to 2007. In 2007, the N6 (Aurora, East Gwillimbury, Georgina, King, Newmarket, Whitchurch-Stouffville) banded together on waste collection services and awarded Turtle Island the contract. GFL purchased Turtle Island in 2011.

Mr. Hargrave, who was against the contract switch from the beginning, saw Miller going about its collection duties in Peterborough on one of the coldest days.

In late November/early December town staff were alerted to collection issues as its customer service department started receiving a disproportionate number of calls related to missed collections, according to a Jan. 14 council report.

"I'm not saying it's an essential service but it's critical to have our garbage picked up in a timely manner," Mr. Hargrave said.

About 423 calls were fielded by town staff on Jan. 2 and 3 and another 1,017 from Jan. 6 to 9 regarding the lack of blue box and green bin collection, according to the report.

"Our staff took the brunt of the blame and the complaints and they didn't deserve it," Councillor Phil Bannon told The Sun-Tribune.

"It hijacked my entire week," Councillor Ken Ferdinands told The Sun-Tribune of the roughly 75 calls he received last week from his constituents in northwest Whitchurch-Stouffville.

Mr. Bannon and Mr. Hargrave both noted their frustration, not just because their blue box and green bins sat curbside for days, but because of the lack of information GFL representatives provided town staff.

Wards 1, 2 and 6 were among the hardest hit, according to Mr. Hargrave.

"Just tell them they're going to be a day late and they'd be OK with that," Mr. Emmerson told The Sun-Tribune. "I'm hoping GFL will come through and make the adjustments and apologize."

A GFL rep apologized to Newmarket councillors earlier this week. However, one councillor refused to accept it.

"GFL is a national company. You expect me to buy this story?" Joe Sponga said, addressing GFL representatives. "You're making money on my back. It's private industry. I shouldn't feel sorry for you. Get your act together and pick up the garbage like you agreed to do."

For unknown reasons, it appears as though the N6 may have been among GFL's most poorly treated customers.

Other GFL clients, such as Northumberland County and the City of Toronto, experienced only minor delays in their collection service, according to the council report.

Despite Mr. Hargrave's wish to have GFL's contract deemed null and void, town staff recommended against it because they continue to work with all those involved to raise the service level back to contractual standards, according to the council report.

Replacing GFL would take 18 to 24 months due to the complexity of the tender, final contract terms and the need for a competitive bidding process, according to the report.

Staff also noted that "any hastily conceived course of action could affect the level of service even further".

But that does not mean their hands are tied.

Among the options outlined in the contract pertaining to GFL's failure to complete services, municipalities can assess liquidated damages for every non-performance episode. Each incident carries a specific dollar value that can be levied against GFL, according to the council report.

"What's that going to do for residents?" Mr. Hargrave said.

For now, the plan is to review the contract performance in conjunction with the other N6 municipalities; identify any other expenses incurred by the town resulting from GFL service deficiencies and examine whether or not routes in Whitchurch-Stouffville should be shortened and more trucks added.

GFL officials did not return calls before our deadline.

A special council meeting regarding GFL has tentatively been scheduled for Feb. 4, 9:30 a.m. in council chambers, 111 Sandiford Dr.

with files from Chris Simon

yorkregion.com

York Region's northern municipalities not satisfied with trash collection

Georgina Advocate

A lot of trash talk this past week has led the northern six municipalities to re-examine their contract with GFL Environmental Corp.



Crews were out Saturday to try and clear the backlog of household waste still uncollected in parts of northern York Region.

Georgina is the latest town to voice displeasure over the level of service being provided, highlighted by several pick-up delays during last week's storm.

"I can tell you that we've been handling a very large volume of calls and that we are taking this situation extremely seriously and that it is now a contractual issue," Georgina's communications manager Marcus Cooper said.

Similar to many other municipalities, curbside garbage collection in Georgina by contractor Green for Life (GFL) was delayed due to extreme weather conditions.

On the heels of recycling pickup by GFL in Stouffville and Newmarket being delayed due to malfunctioning trucks, weather delays and a decreased number of staff, garbage pick-up in Georgina was cancelled Jan. 7.

The town's 10-year contract with GFL was added to this week's council meeting agenda to address recent problems.

Wednesday's upcoming discussion comes only days after special meetings were called by councils in Aurora and Whitchurch-Souffville after residents flooded customer service departments with complaints their garbage was not picked up.

Aurora councillors expressed concerns not only with delays, but also the overall service GFL has exhibited during the past few weeks.

Aurora Mayor Geoff Dawe confirmed York Region's northern six group — which includes Georgina, Whitchurch-Stouffville, King and Newmarket — is going to take a look at the contract during the next couple of weeks.

Garbage delays experienced last week are not the first issue to crop up with GFL since it took over the 10-year service contract negotiated with Turtle Island Recycling Corporation in 2011.

King Township has voiced its displeasure on several occasions about the level of service from GFL.

In November, Ward 4 Councillor Bill Cober said the problem was so bad that "our waste management situation is a crisis".

Contracting solid waste and recycling collection services as a joint initiative, the northern six was able to achieve an annual savings of approximately $800,000 per year.

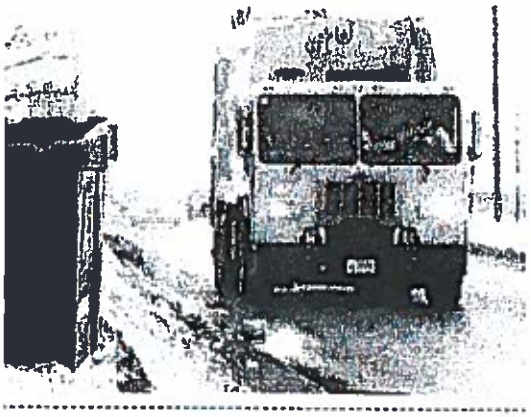
While service delivery continued uninterrupted during Dec. 23, 2011 to Feb. 28, 2012 as GFL implemented new management and operating structures, recent problems have prompted a review of the contract to ensure service levels continue to be met and residents aren't kicked to the curb, and left there, with their garbage.

— with files from Simon Martin and Sandra Bolan

yorkregion.com

Waste contractor apologizes for poor Newmarket service

Newmarket Era



They're sorry.

Representatives of Green For Life, the waste collection contractor for Newmarket and several other municipalities in the Greater Toronto Area, have apologized for the company's oft-delayed local service over the last month.

The statement was made to Newmarket council members during a committee meeting last night.

"I wish we could have done something to improve the collections," GFL Environmental Corp. district manager Craig Nelson said. "It's something we're not used to. We understand there are issues with our collection. It's being looked at very seriously."

Newmarket is one of several local municipalities that has experienced delays in collection over the last few weeks.

Aurora council has asked for an immediate review of its collection contract, while Whitchurch-Stouffville councillors met this morning to debate the issue.

GFL blames last month's ice storm, heavy snowfall and recent extremely cold temperatures for the bulk of the problems. The weather caused driver injuries and vehicle breakdowns for the company.

Increased collection volume from the holiday season and GFL staff turnover also contributed to the backlog.

Everyone appreciates there were unique weather events, Councillor Chris Emanuel said, but these issues go back much further.

Councillor Joe Sponga refused to accept the apology.

"GFL is a national company. You expect me to buy this story?" he said, addressing GFL representatives. "You're making money on my back. It's private industry. I shouldn't feel sorry for you. Get your act together and pick up the garbage like you agreed to do."

The company has held the contract since 2012, after it purchased the previous provider, Turtle Island. Notable issues started surfacing in April 2013, when GFL missed yard waste collection dates.

However, Newmarket has received a "disproportionate" number of collection complaints since November.

That includes 750 during the first full week of January, public works services director Christopher Kallmootoo said in a report to council.

"Most of the complaints were for missed green and blue bin collection, as garbage pickup was near normal levels," he said.

Delays in collection have caused great confusion, frustration and anger with residents, councillors and staff, he said.

Council is expected to ask staff to review the GFL contract next week. If councillors proceed as planned, staff will determine if there is any legal recourse the town can take against GFL to recover losses associated with the collection slowdown.

GFL has taken several steps to address the issues, such as hiring several mechanics, adding a new collection route in Newmarket and placing more efficient collection trucks in its fleet.

Company representatives also pledge to improve communication with the town, so residents can be alerted to potential problems earlier.

The company will also issue a letter of apology through local media.

The extent of damage, in terms of the town's relationship with residents, is quite significant, Mayor Tony Van Bynen said, noting it's good to hear there's an action plan going forward.

— with files from Simon Martin

yorkregion.com

Garbage, recycling pickup delayed due to company issues

Monday, Tuesday pickups expected Wednesday, Jan. 8

Georgina Advocate

Wondering why your garbage is still at the end of your driveway?

Join the club.

Like many other municipalities, curbside garbage collection in Georgina by contractor Green for Life (GFL) was delayed due to extreme weather conditions.

On the heels of recycling pickup by GFL in Whitchurch-Stouffville and Newmarket being delayed due to malfunctioning trucks, weather delays and a decreased number of staff, garbage pick-up in Georgina was cancelled Tuesday, Jan. 7.

Any outstanding Monday collections, combined with Tuesday pick-ups, have been rescheduled for Wednesday, according to the town.

For residents with normal collection days on Wednesday or Thursday, garbage will be picked up one day after their normal collection day.

Residents are being asked to ensure their items are curbside by 7 a.m., including any Christmas trees.

GFL took over garbage collection in York Region's northern six municipalities after purchasing the former contract holder, Turtle Island, in December 2011.

For more information, visit the town's website at georgina.ca.

GFL can be reached at 1-866-421-5625.

yorkregion.com

Extreme cold stifles blue box collection again

This week's schedule pushed back a day, too

Stouffville Sun-Tribune

How cold is it?

Cold enough to cancel all school bus routes across York Region, including Whitchurch-Stouffville, today.

Whitchurch-Stouffville Fire and Emergency Services reported nothing out of the ordinary.

But blue box and green bin collection is once again delayed by the Town of Whitchurch-Stouffville's contractor GFL Environmental because of the extreme cold temperatures.

Residents who were to have their recycling and compost picked up last Thursday, Friday or Saturday were to have them collected today, according to the latest media release supplied by the town.

Those items were expected to be collected yesterday.

Regular blue box and green bin pick up for this week has now been pushed back a day.

For example, if your collection day is normally today, it will be Wednesday. Friday's regular collection date will be Saturday, according to the media release.

All items need to be curbside by 7 a.m.

"In the event of non-collection please leave materials at the curb and crews will retrieve them as soon as possible," stated the town media release.

Residents are asked to not place receptacles on top of snowbanks as collection crews cannot climb them. Bins are to be left in the driveway until picked up.

Christmas tree collection scheduled for yesterday has also been delayed.

"Residents are advised to keep them at the curb until collected," Maria Schembri, town spokesperson told The Sun-Tribune via e-mail.



John MacKinnon makes his way across Main Street, at the Market street intersection. He said the cold doesn't bother him because he wore appropriate clothing.



Fareen Hanji and her skits Naila take a leisurely walk up Byer's Pond Way Tuesday.

Stouffville Weathers the Cold

Recycling boxes and green bins await pickup in Stouffville this week. Collection was delayed in several York Region communities.

Stouffville Weathers the Cold

This was a cute colourful scene on Park Drive. But, there would be no riding this or any bike today, even if the Christmas lights were turned on.

Stouffville Weathers the Cold

As if it weren't obvious, there is no ice skating (or polar bear dips for that matter) at the Stouffville Conservation Area.

yorkregion.com

Perfect storm delays recycling pickup in Whitchurch-Stouffville

Weather, staffing, trucks to blame: town

Stouffville Sun-Tribune

Malfunctioning trucks, weather delays and a decreased number of staff are why your recycling is still sitting at the end of your driveway.

But it will be collected by the end of today, according to Maria Schembri, spokesperson for the Town of Whitchurch-Stouffville.

In order to do so, additional resources were called in by the contractor, Green for Life (GFL), according to Ms Schembri, who did not know if taxpayers would be on the hook to pay for the extra help or not.

Problems with GFL started a couple of weeks ago when, for the same reasons, garbage collection was delayed, according to Ms Schembri.

"As far as we've been advised, garbage collection is up to date," she said.

People took to Twitter last week to voice their frustration and to find answers. But the town account was silent on the matter. The first official town tweet regarding recycling pick up was posted around 10 a.m. today.

"All missed recycling pick-up will be collected today. Please ensure all items are at the curb. Thanks for your patience #TownofWS".

Councillor Phil Bannon sent out an e-mail blast about the delay and its effect on snow-clearing yesterday, telling residents their recyclables would be picked up by today.

"Social media didn't get out as fast as it should have," Ms Schembri said. "It is a new venture in social media for us and we're learning."

But when it comes to information regarding issues such as delayed garbage and recycling collection, residents should go to the town's website first, not Twitter, Ms Schembri said, adding notice of the problem was posted there prior to the holidays.

"We do want to apologize for the inconvenience and thank residents for their co-operation and patience," she said.

Residents are reminded to place garbage and recycling containers at the end of their driveway, not on top of snowbanks or in the street.

GFL took over garbage collection in York Region's northern six municipalities after purchasing the former contract holder, Turtle Island, in December 2011.

All of the other municipalities experienced recent collection issues, Ms Schembri said.

To contact GFL for more information, call 1-866-421-5625.

The 2014 waste collection calendar has been mailed to residents. It's also available online.

Additional Source Documentation — York Region.com

GFL takes turn in hot seat — Feb. 4, 2014
http://www.yorkregion.com/news-story/4350582-gfl-takes-turn-in-hot-seat

Waste collection back on track — Jan. 22, 2014
http://www.yorkregion.com/news-story/4328655-waste-collection-back-on-track

GFL may be one left at curb if politicians decide to scrap garbage contract — Jan. 17, 2014
http://www.yorkregion.com/news-story/4321423-gfl-may-be-one-left-at-curb-if-politicians-decide-to-scrap-garbage-contract

Angry Stouffville councillors demand answers from waste firm — Jan. 15, 2014
http://www.yorkregion.com/news-story/4317141-angry-stouffville-councillors-demand-answers-from-waste-firm

York Region's northern municipalities not satisfied with trash collection — Jan. 14, 2014
http://www.yorkregion.com/news-story/4314483-york-region-s-northern-municipalities-not-satisfied-with-trash-collection

Waste contractor apologized for poor Newmarket service — Jan. 14, 2014
http://www.yorkregion.com/news-story/4314708-waste-contractor-apologizes-for-poor-newmarket-service

Garbage, recycling pickup delayed due to company issues — Jan 7, 2014
http://www.yorkregion.com/news-story/4303680-garbage-recycling-pickup-delayed-due-to-company-issues

Extreme cold stifles blue box collection again — Jan 7, 2014
http://www.yorkregion.com/news-story/4303843-extreme-cold-stifles-blue-box-collection-again

Perfect storm delays recycling pickup in Whitchurch-Stouffville — Jan. 6, 2014
http://www.yorkregion.com/news-story/4301836-perfect-storm-delays-recycling-pickup-in-whitchurch-stouffville

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More Headaches than it's Worth

Assessing Privatized and Semi-Privatized Waste Collection

David Campanella

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More Headaches than it's Worth

Assessing privatized and semi-privatized waste collection

Executive Summary

In the search for cost reductions, a number of Canadian municipalities have turned to the promise of privatization for their garbage collection services.

This study reviews econometrics studies of privatization and semi-privatization of solid waste collection in the U.S., the UK, the Netherlands, Spain, Sweden, Ireland, and in Canada. The conclusion of decades of empirical research is that there is no clear connection between private waste collection and cost reduction. When all the relevant factors are included, it appears that privatization is often more of a headache than it's worth.

What's the number one reason U.S. city managers cite for reversing a decision to privatize services? Insufficient cost savings. In solid waste collection, studies reveal that any initial cost savings tend to diminish over time, and that cost savings have become increasingly less likely.

There are two main reasons why private waste collection fails to reduce municipal costs:

1. A widespread lack of competition; and
2. Large and often unaccounted for administrative costs from dealing with private firms.

Multiple studies have shown that a lack of competition can undermine cost savings from outsourcing. Researchers have found that a low number of bidders increases the chances of collusive behaviour and decreases the likelihood of a low-cost bid, while a higher number of bidders is associated with more cost savings. Municipalities have reported spending an excessive amount of time and resources trying to respond by stimulating and sustaining what little competition there is.

The key conclusion from an overview of existing studies: privatization of public services creates quasi-markets composed of only one buyer and few sellers. For a service like solid waste collection, competition is limited to being for the market, not in the market, because once a firm has secured a contract with a municipality, it is freed from direct market competition.

This study concludes that any government that opts for privatization or semi-privatization commands greater control over cost efficiencies if they nurture their own in-house expertise. Maintaining crews, equipment, and public institutional know-how signals to contracted firms that opportunistic behaviour may be met with the loss of business because service delivery can be readily resumed by the municipality. Decades of experience with privatization have shown that such opportunistic behaviour is widespread and remains a real concern for local governments, especially in the absence of strong competition.

Introduction

Traditionally, municipal public services – such as waste management, road maintenance, water treatment, emergency services, parks and recreation management – have been provided directly by government employees. But for several decades, some jurisdictions have been taking these services out of public control and paying profit-motivated businesses to do this work instead.

Waste collection is one of the public services most often targeted for privatization, and many such experiments have been carried out across North America and Europe. How do these experiments inform the assump-

TABLE 1: Is Private Waste Collection Cheaper?^†

Yes (1)	No (12)
Dijkgraaf and Gradus (2007)	*Domberger, Meadowcroft & Thompson (1986)
	Dublin & Navarro (1988)
	*Szymanski & Wilkins (1993)
	Callan & Thomas (2001)
	*Dijkgraaf & Gradus (2003)
	*McDavid (2001)
	Ohlsson (2003)
	Bel & Mur (2009)
	Bel & Fageda (2010)
	Bae (2010)
	Dijkgraaf & Gradus (2013)

^Private waste collection is cheaper if study found statistically significant (below 10% level) negative coefficient to waste costs

* Lower costs associated with contracting out explained by competition, not ownership

† Two studies – Tickner & David (1986) and Reeves and Barrow (2000) – found private waste collection to be cheaper but were not included because they did not account for the effect of competition

Source: Bel, G. et al (2010), and author's additions

tion that turning waste collection over to for-profit firms is a one-way road to savings? Are there advantages to maintaining at least some government involvement in service delivery? This paper reviews the academic literature to answer these questions (see Appendix).

Little Evidence of Savings

The main argument that local governments invoke when considering privatizing public services like residential waste collection lies in its potential to reduce costs. But does the promise live up to reality?

Over the past 35 years, the academic literature has been much more likely to not find empirical support for the assertion that private waste collection reduces municipal costs. When accounting for the effect that competition can have on collection costs, 12 of the 13 studies published since 1980

have found no significant connection between private contracting and lower waste collection costs (see *Table 1*).

In 2010, researchers published a meta-analysis that incorporated the data from each of the 19 econometric studies on the cost of public versus private waste collection published to date. It is the largest, most comprehensive, and authoritative study to date on the topic. Their analysis of the entire data set found the evidence for cost savings from privatization to be decidedly ambiguous: there is no clear relationship between private production and lower solid waste collection costs.[1]

While there are certainly cases where privatization has meant lower costs, the combined data set shows that such an outcome is far from guaranteed. There are several other variables involved that strongly influence the outcome.[2] For instance, the study found that cost savings from privatization were less likely to be found in the U.S. and that cost savings were less likely to be found in more recent studies. Some evidence of publication bias was detected: studies were more likely to be published if significant savings from privatization were found.

The source of any savings from private waste collection may also be of concern. While some researchers claim the savings delivered by private firms is due to their superiority at increasing productivity through technological improvements as well as their more flexible labour practices,[3] other researchers find that the savings are due to paying workers significantly lower wages and using outdated equipment.[4]

Eroding Savings

Insufficient cost savings is the most frequent reason city managers give when they reverse their decision to outsource and bring service delivery back into public hands.[5] When cost savings are achieved by contracting out, evidence shows they tend to shrink over time.[6] Whether because the contractor's price rises[7] or public delivery becomes more efficient,[8] studies show that the savings of taking public service delivery out of public hands erode over time.

Interviews with a dozen city managers in the U.S. who had contracted out a service found that only half could claim any cost savings after just four years.[9] Similar difficulty in maintaining initial gains over the first few years of a contract was found in the UK.[10] In Spain, only the newly signed private contracts showed lower costs than public service delivery.[11]

TABLE 2: Competition in U.S. Public Services

	Overall	Residential Waste Collection
Average # of alternative suppliers	1.7	2.6

Source: Hefetz, A. and M. Warner (2011), p.10, 23

This erosion of cost savings over time may also explain how more recent studies have found less of a link between privatization and reduced costs than older studies.

Lack of Competition

Private ownership can often be conflated with competition. But private ownership doesn't necessarily entail competition and competition doesn't necessarily entail private ownership. When empirical investigations of waste collection began to separately examine the two variables in the 1980s, the findings showed that competition, not ownership, was the factor that most explained cost savings. Instances of local governments subjecting their residential waste service to a competitive tendering process and then awarding the service to their in-house department allowed the two variables – competition and ownership – to be analyzed separately.

A well-known study[12] and a follow up review with a larger data set[13] both found that the cost of public or private delivery was essentially the same if competitive tendering had been done. That is, municipalities achieved roughly equivalent cost reductions whether the winner of the competitive bidding process was a private or public entity.[14]

Similar conclusions that competition is much more important than ownership in explaining costs have also been found in studies of waste collection in the Netherlands[15] and Spain.[16]

The privatization of public services creates quasi-markets composed of only one buyer and typically few sellers.[17] For a service like solid waste collection, the municipality acts as the sole buyer. It is essentially a natural monopoly, since it is prohibitively expensive for each resident to individually contract with different garbage companies. Here's the important distinction: competition is limited to being for the market, not in the market,[18]

TABLE 3: Market Share and Concentration Indices by Population in Spain and the Netherlands

	Market Share of Largest Private Firm	Market Share of Four Largest Private Firms	Hirschman-Herfindahl Index
Spain	52%	86%	0.326
The Netherlands	36%	85%	0.231

Source: Bel, G. et al (2010).

because once a firm has secured a contract with a municipality, it is freed from direct market competition.

Diminished competition is the preferred outcome for private businesses bidding to win a lucrative waste collection contract. A competitive market is bad for business, as it compels companies to shrink their profit margin in order to stay in the game. A monopolistic market, where firms have the market power to command prices far above production costs, is preferred by the private sector. So it is in the self-interest of private companies to undermine competition through absorbing, repelling, or colluding with competitors.[19]

A typical residential waste collection market in the U.S. has fewer than three competitors (see *Table 2*).[20] While there is no agreed upon definition about what qualifies as competitive or how many bidders it takes to indicate a competitive market, some researchers note that it is commonly understood that to have a minimum level of competition requires at least three bidders.[21]

The lack of potential bidders is also reflected in the substantial market concentration. For instance, an analysis of the market in Spain found it to be an oligopoly, as four firms were responsible for collecting 86 per cent of the country's solid waste (see *Table 3*).[22] A study of Dutch municipalities found the top three firms controlled 50 per cent of the market nationally, while by province, three firms typically controlled upwards of 85 per cent.[23]

There are no studies calculating the concentration of the market in the U.S., but three firms are said to dominate – Waste Management Inc., Allied Waste Industries, and Republic Services – with one firm typically controlling any one particular market.[24] Such high levels of market concentration have also been documented in the UK[25] and are said to constitute a broad trend toward monopoly in the market.[26]

Competition in the waste collection market is differentiated by geographical region. Specifically, competition is found to be especially deficient in

metropolitan and rural areas. For instance, an analysis of the waste sector in Catalonia, Spain found that the large, urban municipalities were "highly oligopolistic," as they were almost the exclusive territory of the three largest firms in the region. These municipalities were found to have a Hirschman-Herfindahl index, a commonly used metric of market concentration, of 0.439, whereas the Federal Trade Commission and the U.S. Department of Justice defines 0.18 and above as highly concentrated.[27]

In small, rural municipalities, the researchers found that local firms tend to monopolize the market as very few, if any, other firms participate in successive bids for the contract.[28] The physical characteristics of a waste market can dictate which businesses are able to compete and be profitable. While the small size and sparseness of rural areas present difficulties, so, too, does the complexity, denseness, and large size of urban cities.[29]

Without sufficient competition, firms have more market power to be able to dictate prices above where they would be from a strictly cost perspective. Multiple studies have shown that a lack of competition can undermine cost savings from outsourcing.[30] Researchers have found that a low number of bidders increases the chances of collusive behaviour and decreases the likelihood of a low-cost bid,[31] while a higher number of bidders is associated with more cost savings.[32]

Municipalities have reported spending an excessive amount of time and resources trying to respond by stimulating and sustaining what little competition there is.[33] When competition is not able to generate low-cost bids, municipalities must expend costly administrative resources in attempts to acquire costing information by other means.[34]

High Cost of Contracting Out

Another key reason why cost savings have proven so difficult to achieve from privatization is due to transaction costs. Contracting with an outside firm requires public officials to prepare a contract, manage the bidding process, implement the contract, and oversee the winning firm's activities to ensure the conditions of the contract are met.

Even if a private firm succeeds at being more efficient, any cost savings for the municipality can be overwhelmed by transaction costs. Some researchers have estimated that transaction costs can add up to 25 per cent of the cost of a contract.[35] The full extent of these costs is often not accounted for when public officials assess the financial case for contracting out.[36]

Three aspects of transaction costs have proven to be particularly important in public service privatization: monitoring, contract development, and market management. After insufficient cost savings, the second most common reason why governments re-internalize public services is unsatisfactory quality of service.[37] To increase profits, private firms have an incentive to reduce costs at the expense of quality.[38] To guard against a decline in quality, it's critical that local government monitors each firm's activities and its adherence to the contract.[39]

Designing effective contracts can be a challenging task. Past experiences with contracting out municipal services show it can be difficult to balance crafting a contract that is not too vague but one that is also not overly specific. A contract that is not specific enough exposes the local government to a host of problems, as the expectations of the firm and those of the government may differ significantly around service delivery.[40] Worse, contract vagueness offers the potential for abuse by opportunistic businesses.[41]

At the same time, local governments require a certain amount of flexibility in order to meet the changing needs of citizens. Contracts that are too rigid can prevent governments from being able to adapt.[42] In waste collection, for instance, citizens might prioritize less garbage creation through increased diversion yet find their government contractually obligated to maintain current operations. Even with seemingly simple services, the task of designing an appropriate contract and ensuring the firm meets its stipulations can be exceedingly difficult and not necessarily cheap.

City officials may have to not only oversee the activities of a specific contractor but also the wider market. A regular concern of municipalities contracting out is ensuring sufficient competition. Surveys of local governments have found that considerable attention of public managers is given to creating, sustaining, and growing competition.[43] Strategies include actively seeking out and pursuing potential vendors, encouraging vendors to bid, nurturing rather than dropping poor performing contractors, designing contracts in such a way as to discourage monopolization by a single provider, or directly increasing competitive pressures by re-internalizing all or part of the service.[44]

These efforts have been shown to require a real investment of the local government's administrative resources[45] and can be more time-intensive than other forms of transaction costs.[46]

Mixed Delivery and Other Alternatives

Despite its enthusiastic promise, experimentation with privatization has been hit and miss, leading many jurisdictions to re-think the promise behind the theory. Over the past decade or so, local governments have increasingly adopted new types of service delivery that do not rely entirely on either in-house or private firms.

Some research has suggested that dual public-private service delivery can be cost effective. Using a regression analysis based on a large sample of U.S. municipal data, a study showed that services jointly delivered by in-house departments and private contractors were associated with a reduction in municipal costs.[47] A Canadian study found that mixed systems had lower than average costs.[48]

Unfortunately, since then there has been a lack of similar empirical research attempting to measure the economic performance of mixed delivery systems. Research on mixed delivery has, instead, tended to focus on documenting its increased importance in how public services are being delivered,[49] the stated rationale for why municipal governments choose mixed over a "pure" type of contract,[50] or how the effectiveness of the privately delivered aspects of the service compare to those delivered by a public agent.[51]

Mixed delivery has been characterized as a way for municipalities to capture the benefits of increased competition while also curtailing the shortfalls of complete privatization. As noted above, the main reason privatization fails is because it doesn't ultimately reduce a municipality's expenditures.

Maintaining a level of direct involvement gives the municipality two important tools that can address this shortcoming: a credible threat to re-internalize service production and direct information about production costs. Maintaining crews, equipment, and public institutional know-how signals to contracted firms that opportunistic behaviour may be met with the loss of business because service delivery can be readily resumed by the municipality.

Decades of experience with privatization have shown that such opportunistic behaviour is widespread and remains a real concern for local governments, especially in the absence of strong competition. Eroding competition, as well as cost savings, can also be addressed. The flexibility to be able to re-internalize the contracted out aspects, if need be, enhances a municipality's bargaining power and can maintain the pressure on private contractors to perform well or lose business. As one U.S. city manager explained, the city's involvement in service production alongside private firms "kept them honest."[52]

Similarly, the continued involvement of the municipality in service production provides it with direct, independent, and ongoing knowledge of production costs. The municipality can use this information to better assess the credibility of private firms' bids and changing costs. Local governments have noted that there have been attempts by contracted companies to renegotiate the terms of the deal based on unexpected or higher than anticipated costs. They have also noted tendering processes that do not attract low-cost bids. Mixed delivery has the potential to address these problems and curtail the costs involved.

It is the ability to benchmark the cost of private contractors that researchers conclude help to explain the association of mixed delivery systems with lower expenditures.[53] In the Dutch residential waste collection market, researchers found that when a public firm was operating in a market, private firms in the surrounding area tended to operate more cost effectively. The opposite was also true: without the presence of a public firm, private operators tended to inflate their costs.[54]

While research points to the benefits that can be accrued from a mixed approach, more empirical research is required to determine the optimal level of private involvement or competitive bidding. Do cost savings increase as more of a municipality's services are put out to tender? What share of a municipality needs to be serviced by in-house employees for the two key leverages of a mixed-system – the threat of re-internalization and costs benchmarking – to be effective? These questions remain largely unanswered by the academic literature. For contractors to believe the government department poses a serious threat to their business, it stands to reason that the public service should have a sizeable involvement in the market. As well, the comparability of the government departments' cost figures to those of private contractors would be bolstered if the two were operating in similar types of jurisdictions.

Conclusion

The idea of private waste collection may sound appealing to some. But in reality, it has proven to have limited success and, given the amount of monitoring associated with trying to make private waste collection work for the public good, it may be more of a headache than it's worth. In general, local governments are primarily seeking to reduce their costs by contracting out service delivery. In residential waste collection specifically, these sav-

ings are far from guaranteed. Decades of empirical research from jurisdictions across North America and Europe show no clear connection between private waste collection and cost reductions. Moreover, cost savings appear to be increasingly less likely.

The two main reasons why private waste collection fails to reduce municipal costs: (1) a widespread lack of competition, and (2) large and often unaccounted for transaction costs. Research shows, for instance, a broad trend in the waste collection market toward private oligopolies, where markets are heavily dominated by just a few firms.

In the absence of the political will to completely return the delivery of such vital public services into public hands, the difficulties with waste collection privatization suggest that municipalities may benefit from maintaining a significant in-house presence in the market alongside private firms. This mixed delivery system has been shown to be associated with lower municipal costs than a fully privatized system, but there is insufficient empirical evidence to conclusively say it is the most cost efficient option.

The research points to two important leverages that mixed-delivery models provide municipalities that can be used to address problems with privatization. Mixed-delivery models can provide the local government with greater control over the specifics of the contract terms and can also enable governments to more readily re-internalize collection if the political will exists. Both of these conditions can increase competitive pressure in the market, reduce transaction costs, and drive public sector efficiencies.

Appendix

Since 1965, there have been 21 studies that have used multivariate regression techniques to compare the cost of public and private delivery of solid waste collection. Most of these studies do not examine a municipality's costs prior to and following privatization. Instead, they analyze a large database using statistical methods to compare the cost of municipalities that keep service delivery in public hands and those that contract out to private businesses. These statistical analyses require researchers to control for a range of variables that may affect delivery costs, such as frequency of waste pick up and the amount of garbage collected.

Several studies have found a statistically significant relation between private delivery and lower municipal costs. But these studies have major limitations. Four of the studies are more than thirty five years old. Two others

did not account for the impact of tendering.[55] That is, did private ownership lower the costs or was it the competition between those vying for the contract that drove costs down? Without accounting for the impact of competition, the studies could very well have credited private ownership for inducing cost savings that were, in part or entirely, due to competition.[56]

Studies have also been faulted for failing to fully account for the various public administrative costs imposed on municipalities from contracting with outside firms – costs which must be included for comparisons to be accurate. Not including this variable biased the findings against in-house delivery.[57]

Recently, researchers have found evidence that previous studies did not adequately control for the differences between municipalities being compared.[58]

As studies have begun drawing on larger databases, using more sophisticated econometric methods and including more variables in their analysis, previous conclusions about lower costs from private contracting are being cast into serious doubt. In fact, the four most recent empirical studies, which analyzed municipalities in the U.S., the Netherlands, and Spain, found that private residential waste collection is not associated with lower costs.[59]

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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

July 16, 2018

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Peter Tonazzo, RPP, Senior Planner**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**A-8-18-Z 188 Kohler Street -1890685 Ontario Inc. (c/o Ruscio Masonry & Construction Limited)**

PURPOSE

The Applicant wishes to convert the former Alex Muir Public School to accommodate up to 26 dwelling units, with a third storey addition to the existing building.

PROPOSED CHANGE

The Applicant, Ruscio Masonry & Construction Limited, is seeking Council's approval to rezone the western half of the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit a 3-storey, 26-unit apartment building.

Subject Property

- Location – The subject property is located on the east side of Kohler Street, approximately 24m south of Wellington Street East.
- Size
    - Subject Property – Approximately 57m (187') frontage on Simpson Street, 73m (239') frontage on Kohler Street, totalling 0.79ha (1.97acres)
    - Area to be Rezoned – Approximately 73m (239') frontage on Kohler Street, 59m (193') depth, totalling 0.47ha (1.15acres)
- Present Use – Vacant School (Former Alex Muir Public School)
- Owner – 1890685 Ontario Inc.

BACKGROUND

On May 28th Council passed the following Resolution:

"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."

On June 25th, Council passed the following Resolution:

"Resolved that the report of the Senior Planner dated 2018 06 25 concerning Rezoning Application A-8-18-Z be received and that Council postpone this application to 2018 07 16 to allow the applicant to further review potential development options."

The eastern portion of the subject property, with frontage upon Simpson Street, was rezoned in 2016 to permit 8 multiple attached (townhouse) dwellings. The 2 southern dwellings have been severed from the subject property, and the remaining 6 units currently under construction are also intended to be severed from the subject property. Therefore, this application applies to the western half of the subject property.

Conformity with the Official Plan

The subject property is designated Residential on Land Use Schedule 'C' of the Official Plan. The following Residential policies apply to this application:

R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The applicant's proposal to convert the former Alex Muir Public School represents a redevelopment residential intensification opportunity. On a preliminary basis, there appears to be adequate supporting infrastructure and there are no significant physical constraints. It is however noted that if approved, sanitary, storm and water service capacities, especially for fire flows, will need to be confirmed prior to development.

The proposed residential density is 34 units per hectare (14 units/acre), which can be considered medium density within the local context.

It is staff's opinion that this application adheres to the City's Official Plan.

It is also staff's opinion that this application is consistent with the *Provincial Policy Statement 2014 (PPS)*. More specifically:

- Section 1.1 *'Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns'*
- Section 1.1.3 *'Settlement Areas'*
- Section 1.2.6 *'Land Use Compatibility'*
- Section 1.4 '*Housing'*

In general terms, Provincial Policy promotes efficient development and land use patterns which minimize land consumption and servicing costs. It is recognized that infill redevelopment and the adaptive reuse of existing buildings achieves these goals. The subject property is located within the Urban Settlement Area, which as per Provincial Policy, shall be the focus of growth. There are no nearby Major Facilities that would create land use compatibility concerns with the proposed residential units, which are classified as 'sensitive uses'. Finally, the Housing policies within the PPS support the provision of a range and mix of housing types and densities to meet projected requirements.

It is also staff's opinion that the applicant's proposal does not conflict with the policies contained within the *Growth Plan for Northern Ontario* (GPNO). More specifically, the City of Sault Ste. Marie is defined in the GPNO as an '*Economic and Service Hub'*, and as per Policy 4.3.3a, the City shall maintain an updated OP and develop other supporting documents which include strategies for among other things, '*an appropriate range of housing types'*. This application represents a proposal to create rental apartments, adding additional rental housing options to this well established residential area.

ANALYSIS

The applicant's initial request was to rezone the western half of the subject property to facilitate the conversion of the former school to a 26-unit apartment building, including the addition of the 3rd storey. The applicant has revised his plans to construct 16 dwelling units with no 3rd storey addition. Referring to the applicant's façade rendering attached, significant exterior alterations are proposed, including new windows, wall treatments and a gabled roof. These exterior alterations will enhance the building's aesthetics and create more of a residential look and feel to the building, which will complement the older homes and recently constructed townhouses in this well established neighbourhood.

Referring to the site plan attached, access to the site will be obtained via the existing driveway along the north lot line, with the parking lot and refuse area along the rear portion of the site. The required 20 parking spaces (1.25 spaces/dwelling unit) will be provided, including the required 4 barrier free parking spaces. Landscaped areas will be enhanced and maintained across the entire Kohler Street frontage as well as the north and south interior side yards. A

large outdoor amenity area will be provided in the southeast portion of the site. It is likely that this area will also accommodate on-site snow storage during winter months.

Zoning By-law 2005-150 does not specifically require buffering between residential uses, however it is noted that there exists mature vegetation along the north and south side lot lines. There is a very good chance that construction of fencing in these areas might impact the overall health of this vegetation, which provides 100% visual screening in some areas. Rather then a fence, the applicant has indicated his intent to plant additional vegetation along the north and south lot lines, to augment the existing vegetated buffer. This additional planting can be reviewed through the site plan control process. Up to the drafting of this report, staff have not received any calls from abutting neighbours to the north (with frontage on Wellington Street East). The neighbour to the south has contacted staff and there have been a number of on-site meetings, which are discussed later in this report.

The applicant has also indicated his intention to construct a fence along the rear lot line. A portion of this fence has already been constructed behind the southern most semi-detached dwelling which was recently constructed and occupied. Given that the remaining part of the fence will abut the proposed parking and refuse area, it is recommended that this portion of the fence be a condition of any approvals.

Consultation

The following Departments/Agencies commented on this Application as part of the consultation process:

- No comments/objections – Municipal Heritage Committee, Public Works and Transportation, Fire Services, Legal Department, Community Development & Enterprise Services, Economic Development Corporation, PUC Services, Conservation Authority, and Ministry of Municipal Affairs and Housing
- See attached comments from the Accessibility Advisory Committee, PWT and Engineering

Correspondence from the Accessibility Advisory Committee notes no objection to the application but states the Parabus requires space to pull through the parking lot at the entrance of the building. The current site plan shows a ‘3-point’ turning area for the Parabus, beside the refuse bins. Transit has indicated that the Parabus will not access the site if it has to reverse. In discussions with Transit, the Chair of the Accessibility Committee and the applicant, there is enough room between the landing area and the sidewalk to accommodate a ramp, with a slope exceeding minimum Ontario Building Code requirements.

Correspondence from Public Works notes that if this development is added to the City's multi-family waste collection route; consideration should be given to waste management vehicles requiring access to the site. Since the original proposal, the site plan has been amended to show among other things, a refuse bin area within the northeast corner of the site.

Correspondence from Engineering recommends the property be subject to Site Plan Control and notes that prior to the issuance of a building permit, the developer's consultant shall verify the capacity of the sanitary system to accommodate flows generated from the proposed 16 dwelling units. Also, through the Site Plan Control process, stormwater management (both quantity and quality) controls will be required, which will require a lot grading and drainage plan, completed by a Lot Grading Professional.

Up to the drafting of this report, staff has received 3 letters (attached) from neighbours that were circulated.

Correspondence from Mrs. MacDougall outlines 3 main concerns. First, it is argued that this relatively narrow street cannot accommodate the additional traffic generated from this proposal. It is noted that traffic counts on Kohler Street have decreased significantly since the Sault Area Hospital was relocated. Furthermore, one could argue that the traffic generated from 16 apartment units will be less than that when the property functioned as an elementary school. In discussions with Mrs. MacDougall, she has also indicated that on-street parking can become a problem. The applicant is proposing to provide 20 parking spaces, which meets the minimum requirements as set out in the zoning by-law. It is however recognized that some visitors may park on the street in front of the apartment building, but only on a short term basis. Mrs. MacDougall is also concerned with increased runoff, and has indicated that over the past 4-5 years she has noticed an increase in runoff resulting in periodic ponding in her back yard. As per Engineering's comments, the site plan control process will ensure that stormwater is managed in a manner that post development flows do not exceed pre development flows.

Correspondence from Mr. Fera, who resides at 167 Simpson Street also relates to drainage. In the past year or so, after significant rainfall, Mr. Fera has also had standing water in his back yard. On June 1st, Planning Staff and the Municipal Services Engineer met on-site with Mr. Fera. It is noted that in general, surface water flows from Kohler Street, in a southeasterly direction towards Simpson Street. As previously discussed, through the site plan control process, the applicant will be required to address stormwater management prior to the issuance of a building permit. It is likely that one or more catch basins will need to be installed in the parking area of the proposed apartment building, to capture stormwater and then pipe it to the municipal storm sewer system. Furthermore, while on-site, a number of solutions were proposed to alleviate Mr. Fera's current stormwater management concerns. It is worth noting that the

recent townhouse development on Simpson Street is in fact at a lower elevation than surrounding properties, and not likely creating the ponding issues experienced by Mr. Fera and Mrs. MacDougall.

Correspondence from Mr. McGuire who owns and resides upon the abutting lot to the south, notes no objection to the revised plans, which include a reduction from 3 storeys and 26 units to 2 storeys and 16 units. Mr. McGuire and the applicant also discussed removing an existing chain link fence and planting additional vegetation along the common lot line. Such matters can be addressed as part of the Site Plan Control process.

FINANCIAL IMPLICATIONS
Approval of this Application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT
Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

SUMMARY
The applicant's proposal to redevelop the former Alex Muir Public School represents an appropriate, infill, residential intensification opportunity. The property is large enough to support the intended use, with adequate space to provide parking in accordance with the requirements of Zoning By-law 2005-150, and a large outdoor amenity area.

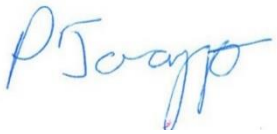
The proposed façade treatments and the addition of a gabled roof will enhance the overall look of the building. In staff's opinion, these upgrades will complement the character of this well established neighbourhood. The site design will also facilitate the retention of the mature vegetation along the north and south side lot lines. In addition to providing appropriate buffering, this vegetation is also an important part of the character of the area.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2018 07 16 concerning the Rezoning Application A-8-18-Z be received and that Council rezone the western half of the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit a 2-storey, 16-unit apartment building, in addition to the uses permitted in an R3 Zone, subject to the following special provisions:

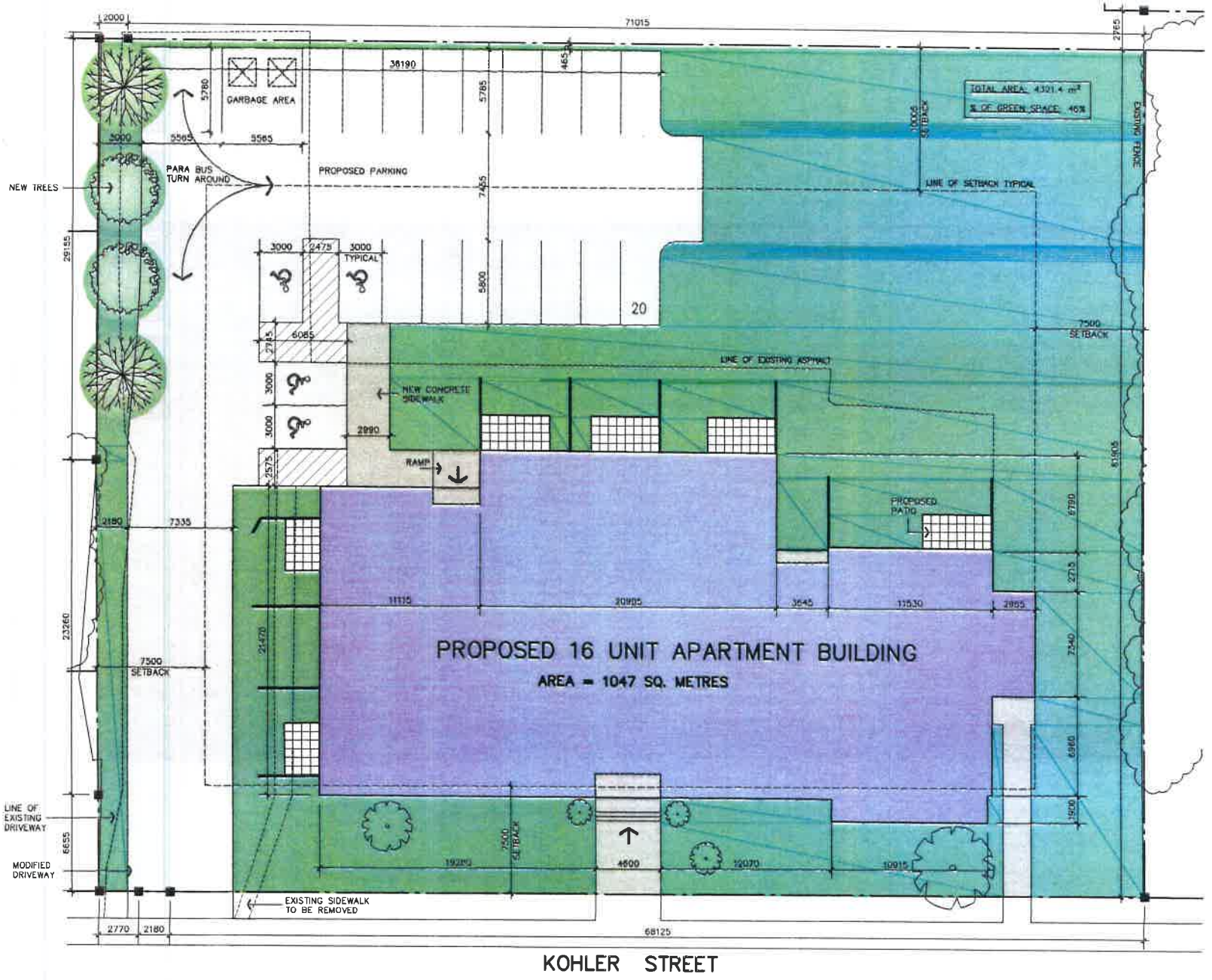
- That a 1.8m visually solid wood fence be erected across the rear lot line, adjacent to the proposed parking area.
- That the portion of the property to be rezoned be deemed subject to Site Plan Control.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
705.759-2780
p.tonazzo@cityssm.on.ca


ALEX MUIR SCHOOL PROPOSED APARTMENT BUILDING
KOHLER STREET
MGP ARCHITECTS + ENGINEER INC



MGP ARCHITECTS ENGINEER INC.
123 east street, sault ste. marie
P6A 3C7 ontario
tel. 705.942.9494 fax. 705.942.7454

Certificate of Practice No. 3856

ALEX MUIR SCHOOL
PROPOSED APARTMENT BUILDING ZONING

scale	1: 250
pic	DG
design	DG
drawn	MF
date	JUNE, 2018
plotted	
printed	

number
16058 16058A100-zoning

SK-1

Accessibility Moving Forward
Sault Ste. Marie - AAC

May 2, 2018

Don McConnell
Director of Planning & Enterprise Services

SUBJECT: REZONING APPLICATION REVIEW A-8-18-Z 188 Kohler Street; Vacant school; 26 Unit Apartment Building

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: Parabus requires space to pull through parking lot at entrance of building
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: AAC respectfully requests invitation at any future development meetings

Sincerely,

Diane Morrell

Diane Morrell
Chair, Site Plan Sub Committee
Accessibility Advisory Committee

The Corporation of the
City of Sault Ste. Marie

Public Works

Susan Hamilton Beach, P. Eng.
Director

2018 05 11

Don McConnell, RPP
Planning Director

Dear Don:

Re: Application No. A-8-18-Z

Request for an Amendment to the Zoning By-law

1890685 Ontario Inc. (Ruscio Masonry & Construction Ltd.)

188 Kohler Street

Please accept this letter from Public Works in response to the application recently received from your office. While Public Works has no objections, we provide the comment that should this development be added to the City's multi-family waste collection route – consideration should be given to the waste management vehicles requiring access to the site.

Respectfully,

Susan Hamilton Beach, P. Eng.
Director
Public Works
705.759-5207
s.hamiltonbeach@cityssm.on.ca

c. M. McAuley, Municipal Services Engineer
P. Tonazzo, Senior Planner

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2018 05 14

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-8-18-Z
188 KOHLER STREET
1890685 ONTARIO INC. (c/o Ruscio Masonry & Construction Limited)

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

- The existing sanitary laterals within the municipal right of way were replaced in 2013. The Developer's Consultant should verify the adequacy of the sanitary servicing laterals to ensure capacity for the multi-unit development.
- Stormwater Management quantity and quality controls may be required.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design; and
- It is recommended that the properties be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Deputy CAO Public Works and Engineering or his designate.

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

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

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

May 14, 2018

170 Kohler St.,
Sault Ste. Marie, On. P6A 3V1

RECEIVED
MAY 16 2018
Planning Division

Mr. Peter Tonazzo
Planning Division
Level 5
Civic Centre, Council Chambers
99 Foster Dr
Sault Ste Marie, On. P6A 5X6

Attention Mr Peter Tonazzo,

I am writing to voice my objection to rezoning application A-8-18-Z by Applicant 1890685 Ontario Inc for Alex Muir Public School from Low Density Residential Zone R3 to R3-S.

When the 4 apartment buildings were built on the south end of Kohler St, the City Hall officials said they would not allow any more apartments to be built on this street. Kohler St is 1 block long and to have 5 apartment buildings plus all the individual residences makes a very busy street with the traffic light removed.

The field where the children of the street played is gone.

The water run off access 174 Kohler and 178 Kohler onto my lot will be worse.

Kohler St residents have little power it seems.

Unfortunately I am away until June end will not be able to attend this meeting therefore I wish to submit this letter in objection to the rezoning application and be allowed to appeal the decision if necessary.

May the council in its wisdom not agree to the rezoning.

Thank you

Barbara MacDougall
170 Kohler St.
Sault Ste Marie, On P6A 3G1

Peter Tonazzo

From: Barry Fera [redacted]
Sent: Sunday, June 03, 2018 6:44 PM
To: Peter Tonazzo
Subject: 2 Concerns

Hi Peter - I have two concerns . Both about drainage through my property.

1 - I have shown you the pictures from the past year where after lots of rain, lots of water drains through my back yard
from Kohler St (the duplex? just south and next to Alex Muir school), like a river and sitting in my back yard, garage, and basement.

2 - now with a possible new development of Alex Muir School, will this lead to even more water draining into my back yard. This concerns
me greatly.

This drainage problem has to be solved and alleviated.

Regards,

Barry Fera
167 Simpson St.
[redacted]

Peter Tonazzo

To: Steve McGuire
Subject: RE: Alex Muir Revised Site Plan and On-site Meeting

From: Steve McGuire [mailto:steve@regentpm.com]
Sent: Wednesday, July 4, 2018 3:41 PM
To: Peter Tonazzo <p.tonazzo@cityssm.on.ca>; [redacted]
Subject: Re: Alex Muir Revised Site Plan and On-site Meeting

Hello Peter

Thanks to both you and David Ruscio for taking the time to meet with me on site this morning at the former Alex Muir school.

I was pleased to receive the redesigned proposal from Ruscio Construction, ultimately reducing the proposed size of the intended apartment building from 3 stories and 26 units to the existing 2 stories and 16 suites. I agree this is more appropriate and in keeping with the nature of the general neighbourhood.

It was also happy to learn more about the location and reduced size of the parking area, site drainage and the fact that Mr. Ruscio has agreed to work towards our common goal of removing the existing chain link fence bordering our two properties and creating a more ascetically pleasing green and/or fenced separation, removal of a tree or two which may inhibit construction and the use of both properties and I will be pleased to work with him in the regard.

I have no further concerns with the intended project and I look forward to seeing a quality redevelopment.

Your truly,
Steve McGuire
180 Kohler St.
Sault Ste. Marie, On



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☑ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 188 Kohler Street
Roll No.: 020015009000000
Map No.:
Application No.: A-8-18-Z
Date Created: April 03, 2018

Legend

Area Subject to Rezoning
Subject Property: 188 Kohler Street
Parcel Fabric

City of Sault Ste. Marie

Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: 2016 20cm Colour
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

N



Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 188 Kohler Street
Roll No.: 020015009000000
Map No.:
Application No.: A-8-18-Z
Date Created: April 03, 2018

Legend

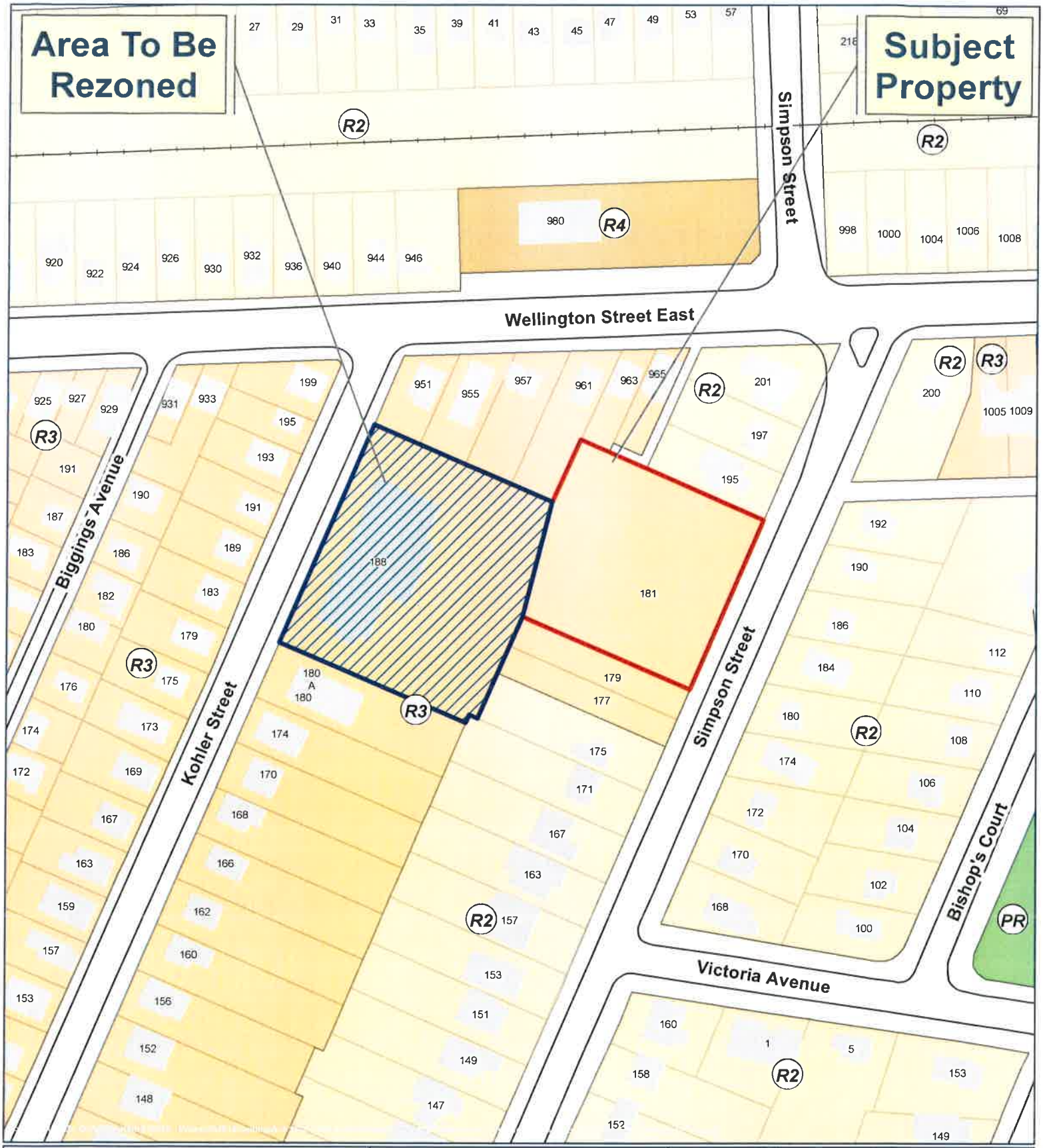
Area Subject to Rezoning
Subject Property 188 Kohler Street
Parcel Fabric

City of Sault Ste. Marie
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

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

0 5 10 20 Meters
1:1 000

N



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☑ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 188 Kohler Street
Roll No.: 020015009000000
Map No.:
Application No.: A-8-18-Z
Date Created: April 03, 2018

Legend

C1 - Traditional Commercial Zone
C2 - Central Commercial Zone
C2.1 - Commercial Transitional Zone
C3 - Riverfront Zone (Civic)
C4 - General Commercial Zone (Civic)
C5 - Shopping Centre Zone
H2 - Highway Zone
M1 - Light Industrial Zone
M2 - Medium Industrial Zone (M2hp)
M3 - Heavy Industrial Zone
R1 - Estate Residential Zone
R2 - Single Detached Residential Zone
R3 - Low Density Residential Zone
R4 - Medium Density Residential Zone
R5 - High Density Residential Zone
R6 - Mobile Home Residential Zone
I - Institutional Zone
EM - Environmental Management Zone
PR - Parks and Recreation Zone
RA - Rural Area Zone
RP - Rural Pre-Cambrian Uplands Zone
RE X - Rural Aggregate Extraction Zone
AP - Airport Zone
NU - Natural Use / Commercial Docks
Parcel Fabric
Subject Property

City of Sault Ste. Marie

Planning and Enterprise Services

Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

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

0 5 10 20 Meters
1 : 1,553

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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

July 16, 2018

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Donald B. McConnell, MCIP RPP, Director of Planning & Enterprise Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Economic Growth Community Improvement Plan**

PURPOSE

The purpose of this report is to request City Council's approval in accordance with the requirements of the Planning Act for an Economic Growth Community Improvement Plan that establishes a grant program for export oriented businesses. Significant new investment will be required to receive a benefit from this program.

BACKGROUND

In November 2016, as part of Council's consideration of a new long-term industrial tax policy, staff were asked to investigate and report on the feasibility of implementing an Industrial Community Improvement Plan.

In May 2017, Council requested that staff consider the costs and potential benefits of implementing a Community Improvement Plan for all industrial and commercial property tax classes.

It should be noted that the City previously implemented an Industrial Community Improvement Plan between 2008 and 2013. Local businesses that benefited from this program included the Airport Development Corporation, Ellsin Environmental, Heliene, SIS Manufacturing and Soo Foundry.

ANALYSIS

On February 6, 2006, City Council approved By-law 2006–32 to designate the entire municipality as a Community Improvement Project area.

The attached Economic Growth Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project

area for eligible costs as permitted by Section 28(7) of the Planning Act. The total value of any grant cannot exceed the total cost of redevelopment.

Staff are not recommending that all industrial and commercial businesses be eligible. This would create an uneven competitive environment between existing competing businesses.

Instead, staff is recommending that only export oriented businesses be eligible. Both existing and new export oriented businesses in the following sectors would qualify subject to significant new investment:

- agriculture, aquaculture and food processing
- arts, culture and creative industries
- digital economy
- forestry and value-added forestry related industries
- health sciences
- minerals sector and mining supply and services
- primary, secondary, value-added and advanced manufacturing
- renewable energy and services
- tourism
- transportation, aviation and aerospace industries
- water technologies and services

These sectors have been identified as emerging opportunities in the Growth Plan for Northern Ontario and the Community Adjustment Committee's "People Place Prosperity" document.

If approved, this program will allow City Council to approve a one time grant of up to $100,000; or a grant of up to 100 percent of the incremental increase in the municipal portion of the property taxes for a maximum of three years resulting from the development, rehabilitation and reassessment of lands and buildings.

Details of the proposed program can be found in the attached document. By-law 2018–152 appears elsewhere on Council's agenda and is recommended for approval.

It should be noted that all applications will be reviewed by a committee comprised of the Deputy CAO of Community Development and Enterprise Services, Chief Financial Officer/City Treasurer and the Director of Planning. Final approval of any grant will be a decision of City Council.

FINANCIAL IMPLICATIONS

The tax rebate will result in a levy increase for the first year of the rebate which will negate the assessment growth added for the project. The tax rebate results in the deferral of the full incremental tax increase resulting from the project until after the rebate period.

STRATEGIC PLAN / POLICY IMPACT
The proposed Economic Growth Community Improvement Plan is consistent with and supports the following:

- Provincial Policy Statement 2014
- Growth Plan for Northern Ontario 2011
- Community Adjustment Committee recommendations
- City of Sault Ste. Marie Corporate Strategic Plan
- City of Sault Ste. Marie Official Plan
- Sault Ste. Marie Industrial Land Development Strategy

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2018 07 16 concerning the Economic Growth Community Improvement Plan be received and that that City Council approve By-law 2018–152 to authorize this program.

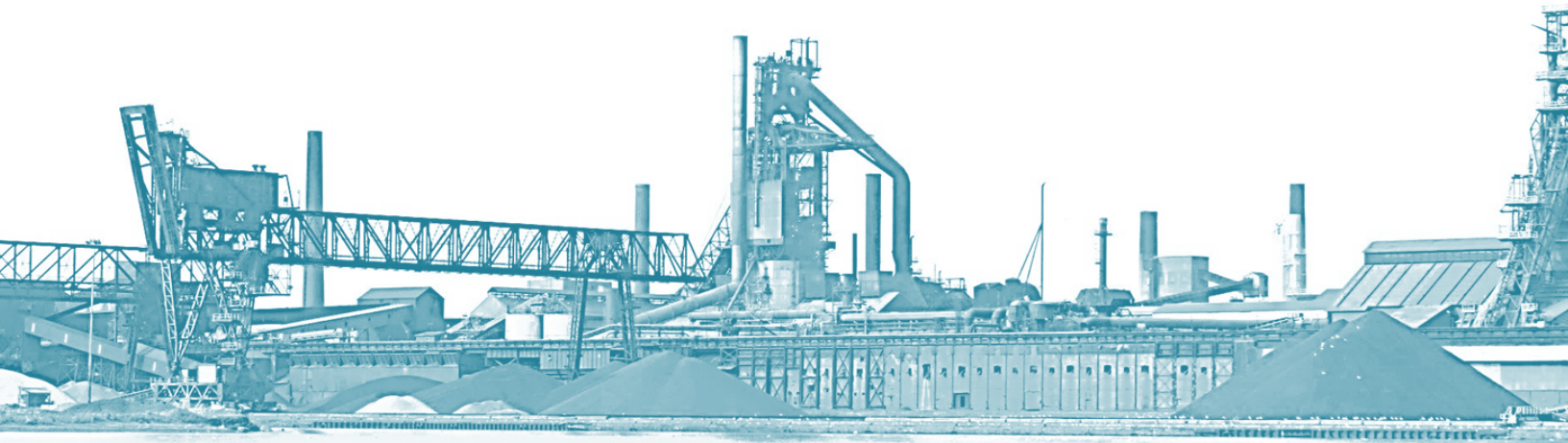
Respectfully submitted,



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



Economic Growth Community Improvement Plan 2018



5016

City of Sault Ste. Marie

SAULT STE. MARIE

ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN 2018

Legislative Authority

Section 28 of the Planning Act and Section 365.1 of the Municipal Act allows municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allows City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project Area.



This Economic Growth Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants or loans, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Section 28(7.1) of the Planning Act defines eligible costs to include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of land and buildings for rehabilitation purposes or for the provision of energy-efficient uses, buildings, structures, works, improvements or facilities.

The Economic CIP is consistent with Section 106 of the Municipal Act.

Public Notice of City Council's intent to adopt the Economic Growth CIP was published in accordance with Section 28(5) of the Planning Act.



Background

Between 1981 and 2006, the City's manufacturing employment decreased from 12,895 to 4,520 jobs; a loss of nearly 65%. This trend is continuing with the 2016 census reporting local manufacturing employment at 3,525, a further decline of approximately 1000 jobs. This has resulted in population decline and reduced property values throughout the community.

Although manufacturing jobs have traditionally formed the community's economic base, export oriented employment also includes:

- agriculture, aquaculture and food processing
- arts, culture and creative industries
- digital economy
- forestry and value-added forestry related industries
- health sciences
- minerals sector and mining supply and services
- primary, secondary, value-added and advanced manufacturing
- renewable energy and services
- tourism
- transportation, aviation and aerospace industries
- water technologies and services

The intent of the Economic Growth Community Improvement Plan is to increase Sault Ste. Marie's competitiveness in attracting major new investment to the community in partnership with senior levels of government.

Specifically, the Economic Growth CIP permits the use of property tax grants as an incentive to encourage new investment and employment. A grant may be provided as a direct payment or as a tax credit.

The Economic Growth Community Improvement Project Area is shown on Schedule "A." This area includes all properties within Sault Ste. Marie.

Addressing the Challenge

Since 2003 the City, with financial assistance from both the Federal and Provincial governments, has invested more than $4 million to acquire property and extend water, sewer, road and rail services in industrial areas. Some of these properties benefit from having direct access to a major truck route, rail service through Algoma Steel and the deep-water port facilities provided by Purvis Marine Limited.

The Economic Growth CIP permits a financial incentive to create new jobs and reverse the recent population decline.

The Project Goals and Objectives are:

- To attract significant investment and employment to Sault Ste. Marie
- To further diversify the local economy
- To increase the municipality's tax base
- To capitalize upon the significant investments that were made to acquire and service some industrial lands within the Project Area.



Relevant Planning Policies and Regulations

Provincial Policy Statement

The Provincial Policy Statement 2014 requires that municipalities:

- Manage and direct land use to achieve efficient development and land use patterns (Section 1.1)

- Promote economic development and competitiveness by planning for, protecting and preserving employment areas for current and future uses (Section 1.3)

- Provide infrastructure and public service facilities in a coordinated, efficient and cost-effective manner to accommodate projected needs. (Section 1.6)

- Long-term economic prosperity should be supported by optimizing the long-term availability and use of land, resources, infrastructure and public facilities; and by promoting the redevelopment of brownfield sites. (Section 1.7)

The Economic Growth Community Improvement Plan is consistent with and supports the Provincial Policy Statement 2014.



Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario requires that municipalities:

- Create a highly productive region, with a diverse, globally competitive economy that offers a range of career opportunities for all residents. (Section 1.4)

- Work with the Province to focus economic development strategies on existing and emerging priority economic sectors. (Section 2.2)

The Economic Growth Community Improvement Plan is consistent with and supports the Growth Plan for Northern Ontario 2011.



Community Adjustment Committee Recommendations

In 2017, the City in partnership with the Ministry of Advanced Education and Skills Development created a Community Adjustment Committee to make recommendations on improving economic growth and diversity, social equity, cultural vitality and environmental sustainability in Sault Ste. Marie. The Committee's final report "A Common Cause and New Direction for Sault Ste. Marie" identified eight overarching goals among a total of 35 recommendations. These recommendations include: a refocus on economic and community development, growth from within, and new efforts to grow the information technology, global tourism and research sectors.

The Economic Growth CIP conforms with and implements the recommendations of the Community Adjustment Committee.

City of Sault Ste. Marie Corporate Strategic Plan

The City's Corporate Strategic Plan identifies Community Development and Partnerships as a strategic focus area. Specifically, "foster an environment where economic development dollars are maximized so that existing and new businesses can flourish."



Official Plan

The Economic Development Section (Part III) of the City's Official Plan identifies the following goals:

- To ensure that adequate employment opportunities and other financial resources are available to permit all residents to enjoy a good standard of living.

- To identify new wealth creating opportunities.

- To assist local business and other community groups to develop these opportunities.

The Industrial Land Use section (Part VI) of the City's Official Plan states:

- Where private interests are unable to maintain an acceptable inventory, the City shall acquire and develop industrial land. The City may enter into partnerships with private interests for the development and marketing of industrial lands.

The Official Plan also includes a number of specific policies on and Commercial Land Use (Section 2.3.2) and Industrial Land Use (Section 2.3.3).

The Economic Growth Community Improvement Plan conforms to the City's Official Plan.

Industrial Land Development Strategy

In 2001, City Council approved an Industrial Land Development Strategy that reviewed a number of properties that may be suitable for industrial development throughout the community. The recommendations included acquiring and servicing both the Yates Avenue Industrial Area and the Leigh's Bay Road Industrial Area as priorities. Both properties have since been purchased and serviced by the City.

Economic Growth CIP Incentive Program Criteria

To be eligible for the proposed financial incentives described below, the following criteria will be applied:

- Eligible program participants must be primarily export oriented businesses in the following sectors:

    - agriculture, aquaculture and food processing
    - arts, culture and creative industries
    - digital economy
    - forestry and value-added forestry related industries
    - health sciences
    - minerals sector and mining supply and services
    - primary, secondary, value-added and advanced manufacturing
    - renewable energy and services
    - tourism
    - transportation, aviation and aerospace industries
    - water technologies and services



- A significant total project investment as determined by the CIP Committee is required, creating or protecting existing jobs during the program excluding jobs solely associated with construction.

Eligible program participants include registered owners, assessed owners, tenants and assignees as identified in Section 28(7) of the Planning Act.

Subject to City Council approval, the following financial incentives may be used to encourage new development and the rehabilitation of lands and buildings that meets the eligibility criteria within the Project Area:

- A grant of up to $100,000 per project or as approved by City Council

or

- A grant of up to 100 percent of the incremental increase in the municipal portion of the property taxes for up to three years resulting from the development, rehabilitation and reassessment of lands and buildings within the Project Area.

The total value of any grant cannot exceed the cost of redevelopment.

In addition, eligible program participants may apply for educational tax assistance of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Applications for this program should be made directly to the Ontario Ministry of Finance.



Administration

Project incentives available under this Community Improvement Plan will be administered by a CIP Committee with representation from the City's Community Development and Enterprise Services, Finance and Planning. Final approval of any assistance is subject to City Council authorization.

- An application to the City must be received prior to the application for a building permit for the project to be considered under the program.

- Property taxes must not be in arrears at the time of application or throughout the duration of the project.

- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.

- Applicants must agree to not file a property tax appeal while receiving a grant under this program.

- The property will not be eligible for a vacancy rebate during the program.

- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.

- Approved project incentives are applicable to the registered owner and the grant is assignable to any person to whom such an owner has assigned the right to receive the incentive such as a tenant or other assignee.

- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.

- This program will remain in effect for five years, but may be extended by City Council subject to appropriate review and notice.

- Additional information is contained in the Economic Growth CIP guide & application.

Where a grant is approved, the following conditions apply:

- Approval is subject to a contribution agreement

- Funds will be released upon receipt of invoices and proof of payment for completed work

Where the grant program is approved for use, the following conditions apply:

- The grant is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.

- The maximum grant will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.

- The municipal portion of the grant will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.

- If the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further grant shall be given by the City. Nothing in this section prevents the City from entering into a new agreement with any subsequent owners of the property to receive the balance of the grant under this program.

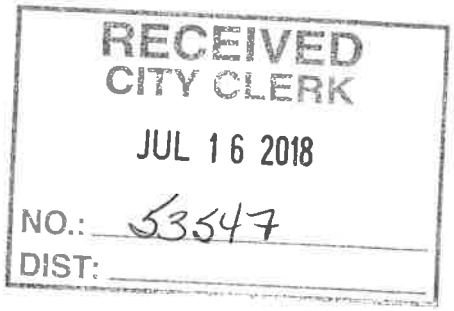


City Council will review this Community Improvement Plan annually to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentives without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

If a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the bylaw,

and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.

Steve Rouble,
596 Korah Road,
Sault Ste. Marie, Ontario.
P6C 4J7



July 16th 2018.

Don McConnell,
Sault Ste. Marie

RE: COMMUNITY IMPROVEMENT PLAN

The notice of public meeting for July 16th 2018, appears to focus on four main points. The city appears to be struggling with how to create jobs here in the city. This may not be exactly in the city's sphere of expertise. The city has spent money, hired staff, held meetings and consulted with many persons, and not much has happened. The only jobs that appear to have been created seem to be single person entrepreneurial or jobs costed by some level of government. It might be time to try a new approach. We must establish the city as a place people want to live in, where they and their families will feel secure and are able to move about safely.

The old cliché, "if you build it they will come" is still very relevant here today.

We must hope for a new council in the upcoming election that is willing to leave personal agendas aside and pull together for a better city. A council that has a better understanding of how the world works in regard to the ordinary guy. They must act accountable and expect accountability from staff without excessive interference. The council and mayor are accountable to the taxpayer every day of the year. Grow the city and work within you're your municipal mandate, leaving the creation of jobs to those versed in business practices.

A FEW SUGGESTIONS:

Look to the retired sector as an industry. Their income is often spent locally, and the total number of retires may be one of the largest "employment numbers" in the city. If gramma and grandpa live here, the grand-children may come here. Locally raised citizens who have moved away may be considering a return to a place where the cost of living is much lower than in the south, but they will demand accountability and wise spending of our tax dollars, which at present may be debatable.

Negotiate a reduced air fare if the purchaser has a local address

Somehow bring back a train service to Sudbury, Toronto and Ottawa. Establish a tourist, ski train to Searchmount in the ski season. More than skiers will use it. It will be an event by itself.
Expand the museum, the bush plane museum, and the old stone house. Relocate the

NORGOMA to the slip beside city hall where there is parking, power and all necessary servicer to service it as a marine restaurant and on board lodging.

Encourage city departments to be more efficient and productive, and accountable, using fewer staff.

Experiment with a FREE bus service. This will fall under your emerging technology and SMART CITY category. Do a trial run, use smart phones to access the buses. Any route not use will be dropped.
Have a bus route that basically circles the downtown. Expand it as required. Don't get hung up on the credo that every citizen has the right to full service.

Safety and security are current issues. There appears to be growing disfunction within the police service. This should be handled quickly so as not to get out of control. The one way to kill a community is for the citizens to lose their confidence in their police force.

The PUC corporation may require an overhaul of methods and goals. There has not been a lot of accountability here and now with new leadership it may be the time to question their path. Are they being led astray by the technocrats, or should they remain focused on current infrastructure?

Keep our streets clean. Enforce existing bi-laws. This does not mean hiring more staff, but working smarter with current technology. It may be time to eliminate a few by-laws if they are not workable.

The HUB TRAIL has become one of the best examples of money well spent. But to enhance the user experience a few strategically placed rest stops might by useful.

Belleview Park could be used to a fuller potential.
A year-round green house that houses a display where we could warm up in the winter or take pictures in the summer. We have some very talented gardeners that could showcase their skills and draw visitors in.
The duck ponds could be cleaned, deepened, and given flowing water. Then used as a lighted skating event at BON SOO.
The paved trails should be shown as part of the HUB TRAIL, in order that visitors can access them.

We MUST remember that we are in direct competition with southern/eastern municipalities for jobs. They will fill first with the breakaway industries unless they see a city well run and barrier free.

Steve Rouble

Sault Ste. Marie Innovation Centre

Board Recommendations for City Council Appointments
July 16, 2018 Council Meeting

1. Background

Due to a new MOU with the City of Sault Ste. Marie, which was executed in 2018, new board composition requirements needed to be addressed through changes to the Sault Ste. Marie Innovation Centre (the Innovation Centre) By-Laws and Governance Policy. The memorandum of understanding requires 4 voting Board members to be appointed by the City, one of which shall be the Deputy CAO Community Development and Enterprise, and the other 3 are to be selected from a list of recommended candidates provided by the Innovation Centre Board.

2. Recommendations for City Council Innovation Centre Board Member Appointments

    1. Asima Vezina

Asima Vezina assumed the role of President and Vice-Chancellor of Algoma University effective October 23, 2017, and at that time also became an Innovation Centre Board member. Asima is very well known to the community of Sault Ste. Marie and surrounding areas. She was raised in the area and has worked extensively across Northern Ontario throughout her career in education, including as Superintendent of Education with the Timmins and Algoma District School Boards. She recently completed a two year secondment with the Ministry of Education as a Provincial Lead within the Student Achievement Division - Leadership and Implementation Branch. Asima served as a member and Chair of the Algoma University Board of Governors for three years and as a member and Vice-Chair of the Council of Chairs of Ontario Universities.

Holding a Master's in Educational Leadership, Asima is currently completing a leadership PhD program at Ontario Institute for Studies in Education, University of Toronto through their department of Leadership, Higher and Adult Education. In her community roles, she has been a strong advocate for improvements to mental health services, she has also played an instrumental role, serving on many local committees, working towards making the city and surrounding area a welcoming and inclusive community for all.

    2. Chris Wray

Originally from Sharon, Ontario, in 2014, Chris returned to the Municipality of Wawa as CAO / Clerk-Treasurer after spending 18 months as the CAO for the Township of Muskoka Lakes. Chris had been the CAO /Clerk-Treasurer in Wawa from 1999 to 2012 arriving from Ignace, Ontario where he was the CAO / Clerk-Treasurer from 1996 – 1999. Chris came to the municipal sector following a successful private sector career in the Finance and Office Management fields which enabled Chris to gain a wealth of knowledge in finance and management. His knowledge is also driven by his ten years with Dun & Bradstreet Software Services Canada Ltd. a leader in the Information Technology industry.

Chris has served and serves on many Boards including the Association of Municipal Managers, Clerks and Treasurers of Ontario (Vice-President, President & Past President), Local Authority Services (LAS), The Association of Municipalities of Ontario, the Rural Ontario Municipal Association, the Municipal-Industry Program Committee (Blue Box) and the Sault Ste. Marie Innovation Centre. It is through his involvement with the SSMIC that Chris assisted in developing the concept of the Northern Information Technology and Geomatics Cooperative. The Cooperative has been an unmitigated success garnering the ESRI Award for Innovation in 2007, the Peter J Marshall Award in 2007 (Association of Municipalities of Ontario) and the E.A. Danby Award in 2008 (Association of Municipal Managers, Clerks and Treasurers of Ontario).

3. Dr. Ron Common

A multi-degree graduate, Dr. Common received Bachelor of Arts, Bachelor of Education and Master of Education degrees from the University of Manitoba. Dr. Common earned his PhD in Educational Administration from the University of Ottawa in 1980. He holds a private pilot's licence and flies his own aircraft throughout Canada.

Dr. Common has worked and conducted educational research in Aboriginal communities around the world, including New Zealand, Amazon, China, Africa and throughout Northern Ontario, Manitoba, the Arctic and Labrador. He is the former Dean of Education, Nipissing University, Dean of Education, Brandon University, and Professor of Education at Brock University, Memorial University and Queens University. In 2015, Dr. Common received the Order of Ontario. He is currently the President of Sault College in Sault Ste. Marie, Ontario.

4. Deputy CAO Community Development and Enterprise Services (Tom Vair)

As outlined in the terms of the Memorandum of Understanding the Deputy CAO Community Development and Enterprise Services will be appointed by the City as a voting member on the Sault Ste. Marie Innovation Centre Board.

3. Next Steps

The changes to our By Laws to effect the governance changes as outlined in the MOU were approved at our Annual General meeting – Part 1 on June 29, 2018. The final list of Board nominations will be presented at the Sault Ste. Marie Innovation Centre Annual Meeting – Part 2, to be held on July 27, 2018. Board appointments will take effect at the conclusion of the Annual General Meeting Part 2.

Respectfully submitted,
Theresa Cassan
Vice Chair, SSMIC Board of Directors

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-145

AGREEMENT: (PR1.89(5)) A by-law to authorize the execution of the Agreement between the City and Sault North Auto Ltd. o/a Great Lakes Honda for the registration of a City easement and the transfer and leaseback of certain City owned lands.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Sault North Auto Ltd. o/a Great Lakes Honda, a copy of which is attached as Schedule “A” hereto. This Agreement is for the registration of a City easement and the transfer and leaseback of certain City owned lands.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-145 - Great Lakes Honda Easement Agreement.docx

Schedule "A"

AGREEMENT

THIS AGREEMENT made this day of , 2018.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

SAULT NORTH AUTO LTD. O/A GREAT LAKES HONDA
hereinafter referred to as "GLH"

WHEREAS GLH is the registered owner in fee simple in possession of lands known municipally as 415 Pim Street, Sault Ste. Marie, ON and legally described as LT 4-6 BLK 3 PL 285 ST. MARY'S; LT 1-2, 5-6 BLK 2 PL 285 ST. MARY'S; LANE BLK 3 PL 285 ST. MARY'S CLOSED BY T13892; PT LT 3-4 BLK 2 PL 285 ST. MARY'S; PT LT 1-3 BLK 3 PL 285 ST. MARY'S; PT LT 3-4 BLK 4 PL 285 ST. MARY'S; PT LYON PLACE, MOWAT PLACE, DAWSON PLACE PL 285 ST. MARY'S CLOSED BY T76962, T129952; PT 1 & 2 1R9329; PT 1 1R9586 EXCEPT PT 2 1R9586; S/T T412611, T446364; SAULT STE. MARIE, PIN 31546-0038 (LT) ("GLH's Lands");

AND WHEREAS the City is the registered owner in fee simple in possession of lands legally described as LT 13-14 BLK 8 PL 285 ST. MARY'S; SAULT STE. MARIE, PIN 31546-0030 (LT); lands municipally known as Atlantic Street and legally described as PIN 31546-0031(LT); lands legally described as PIN 31546-0029(LT); and lands municipally known as Blake Street and legally described as PIN 31546-0012(LT) (the "City's Lands");

AND WHEREAS the City shall be completing certain drainage improvements and storm water management works on a portion of properties from McNabb Street to Gladstone Avenue (the "Project"), which Project includes the installation and perpetual maintenance of a new storm sewer;

AND WHEREAS a portion of the proposed storm sewer shall be installed on GLH's Lands, at the location marked on the Tulloch Engineering drawing attached as Schedule "A" to this Agreement, specifically the 0.84-hectare area shown in pink (the "Easement Lands");

AND WHEREAS the City has expressed to GLH its interest in acquiring an easement over GLH's Lands to facilitate the construction and ongoing maintenance of the storm sewer (the "Easement");

AND WHEREAS GLH has expressed an interest in acquiring a portion of the City's Lands, as represented in blue on the GIS map attached as Schedule "B" to this Agreement (the "Subject Lands");

AND WHEREAS GLH is prepared to grant the aforesaid Easement to the City, and the City is prepared to transfer the aforesaid Subject Lands to GLH, subject to the terms and conditions set forth herein;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

THE EASEMENT:

1. GLH hereby agrees to grant the City the Easement over the Easement Lands.

2. GLH hereby agrees to allow work to take place on the south parking lot, including the blocking of the south entrance to GLH's business, and consents to the removal of the sign, base and ramp.

3. The parties hereby acknowledge and agree to the following:

    a. The Easement will be perpetual;
    b. A reference plan will be prepared by the City together with all transfer documents and registered by the City after review and approval by GLH;
    c. The Easement will be constructed so that to the greatest degree possible there is no reduction in the area that can be or is currently being used by GLH for parking;
    d. At the conclusion of construction, the City will re-pave the area and replace the sign base, sign and ramp;
    e. GLH can continue to park on the Easement Lands, specifically on the area above the top of the slope;
    f. The repair of asphalt paving in the future is the responsibility of GLH.

4. Upon GLH and the City agreeing to the terms of this Agreement, GLH will give permission to the Ministry of the Environment and Climate Change ("MOE") to allow the City to access to the site.

5. Following the registration of the reference plan, the City shall register the Easement, with the terms and conditions outlined in Schedule "C" hereto, on title to the Easement Lands.

THE SALE:

6. The City hereby agrees to transfer the Subject Lands to GLH in exchange for the transfer of the Easement, subject to the following conditions:

    a. Bell Canada and PUC Distribution Inc. shall retain easement rights over the Blake Street right of way to accommodate their respective buried and aerial facilities.
    b. The Encroachment Agreement, attached as Schedule "D" to this agreement shall be assigned from the City to GLH to allow the owner of 426 Bruce Street to continue utilizing that section of the Blake Street right of way shown in red on Schedule "B" attached. This property will be identified on a reference plan.
    c. The City shall retain easement rights over the sloped bank, namely parts 5, 8, 9 and 12 on the preliminary sketch attached as Schedule "E" to this agreement, for maintenance purposes.

7. GLH acknowledges that it is receiving the Subject Property in an "as is" condition and that the City has made no representation or warranty as to the condition of the Subject Property or its suitability for GLH's purposes or activities.

8. The parties agree that any opinion of value and reference plan will be obtained and prepared by the City.

9. Following the registration of the reference plan, the City shall complete the transfer of the Subject Lands to GLH.

THE LEASE:

10. GLH grants a triple net lease to the City for $1 base rent for the area identified in blue cross hatch on Schedule "A" to this Agreement, specifically the 0.21-hectare area (the "Snow Dump Site") for the City's continued use of the land as a snow dump site (the "Lease") as has been used in the past, the Lease having a term ending the earlier of:

    a. Five years, commencing on July 15, 2017, or;

    b. Until the City has acquired, developed and can use the proposed Black Road site or another site(s) for a snow dump.

11. The City undertakes to diligently and in good faith use best efforts to acquire an additional snow dump site and keep GLH apprised of the progress in obtaining such additional site(s).

12. Subject to section 10, above, once an additional snow dump site(s) is acquired and prepared for use the Lease from GLH will terminate.

13. During the currency of the Lease, GLH can apply for rezoning of the land transferred to it to allow development of the land for uses ancillary to GLH's dealership (land to be a lot addition).

14. During the currency of the Lease, GLH shall be permitted to place snow removed from GLH's property during the winter on the Snow Dump Site.

15. During the currency of the Lease, GLH may use the Snow Dump Site, from March 1st to December 1st of each year, for a test track area for ATVs sold by GLH.

16. The City agrees to repair all pavement on GLH lands which has been damaged by the Easement construction, including those areas of the south entrance.

17. During the currency of the Lease, the City's Public Works Department shall retain access rights over the Blake Street right of way to for the purposes of accessing and utilizing the Snow Dump Site.

18. During the currency of the Lease, the City shall maintain the private storm sewer system located in the Blake Street right of way. The parties acknowledge and agree that upon the termination of the Lease, the City shall cease maintenance of this private storm sewer system.

GENERAL

19. The parties shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior written consent of the other party.

20. This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

21. The provisions of this Agreement shall be binding upon, and enure to the benefit of the parties and their respective successors and (where applicable) permitted assigns.

22. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

SIGNED, SEALED AND DELIVERED)

SAULT NORTH AUTO LTD.

_____

NAME:
TITLE:

I have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

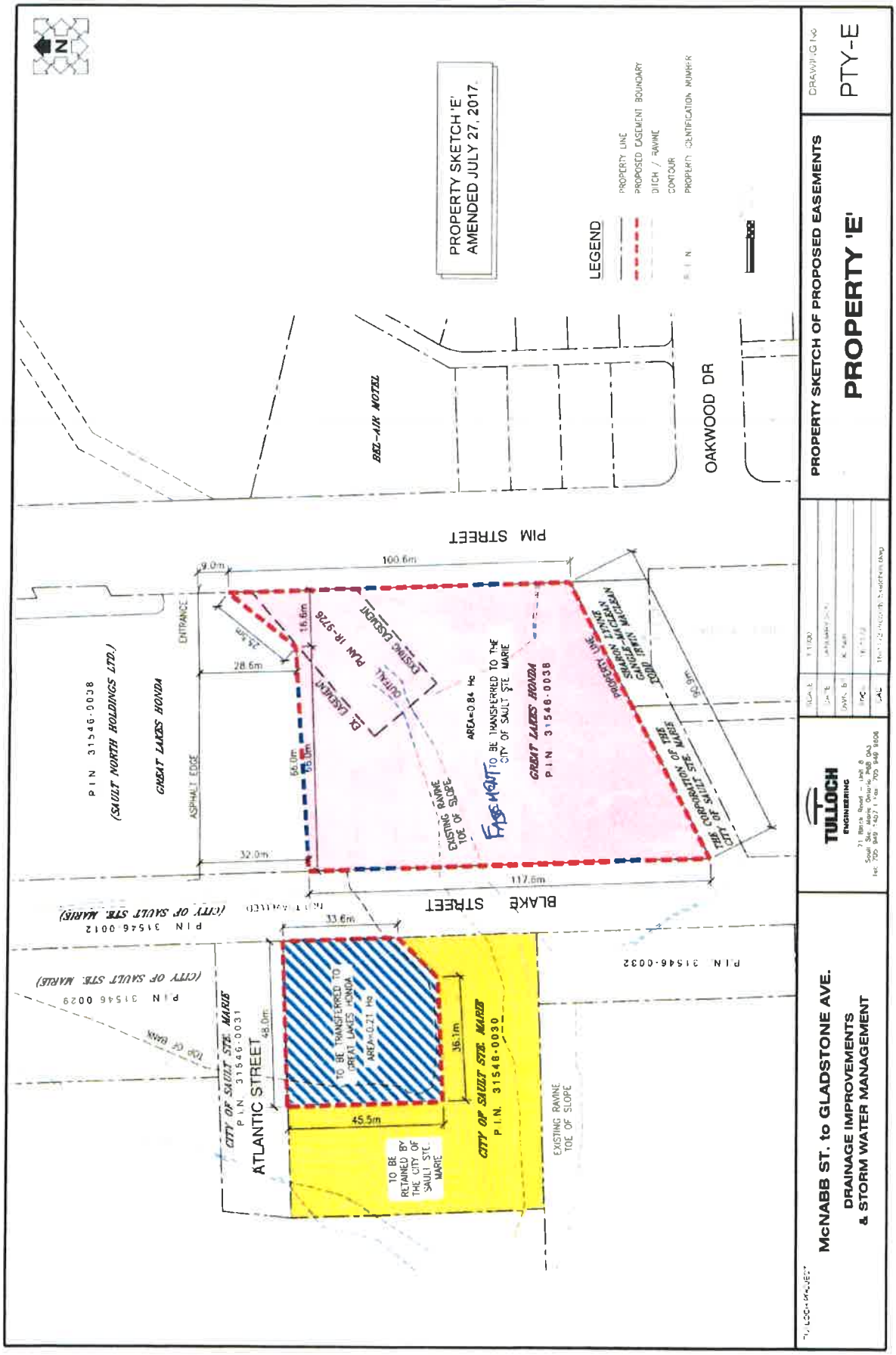
MAYOR – CHRISTIAN PROVENZANO

_____

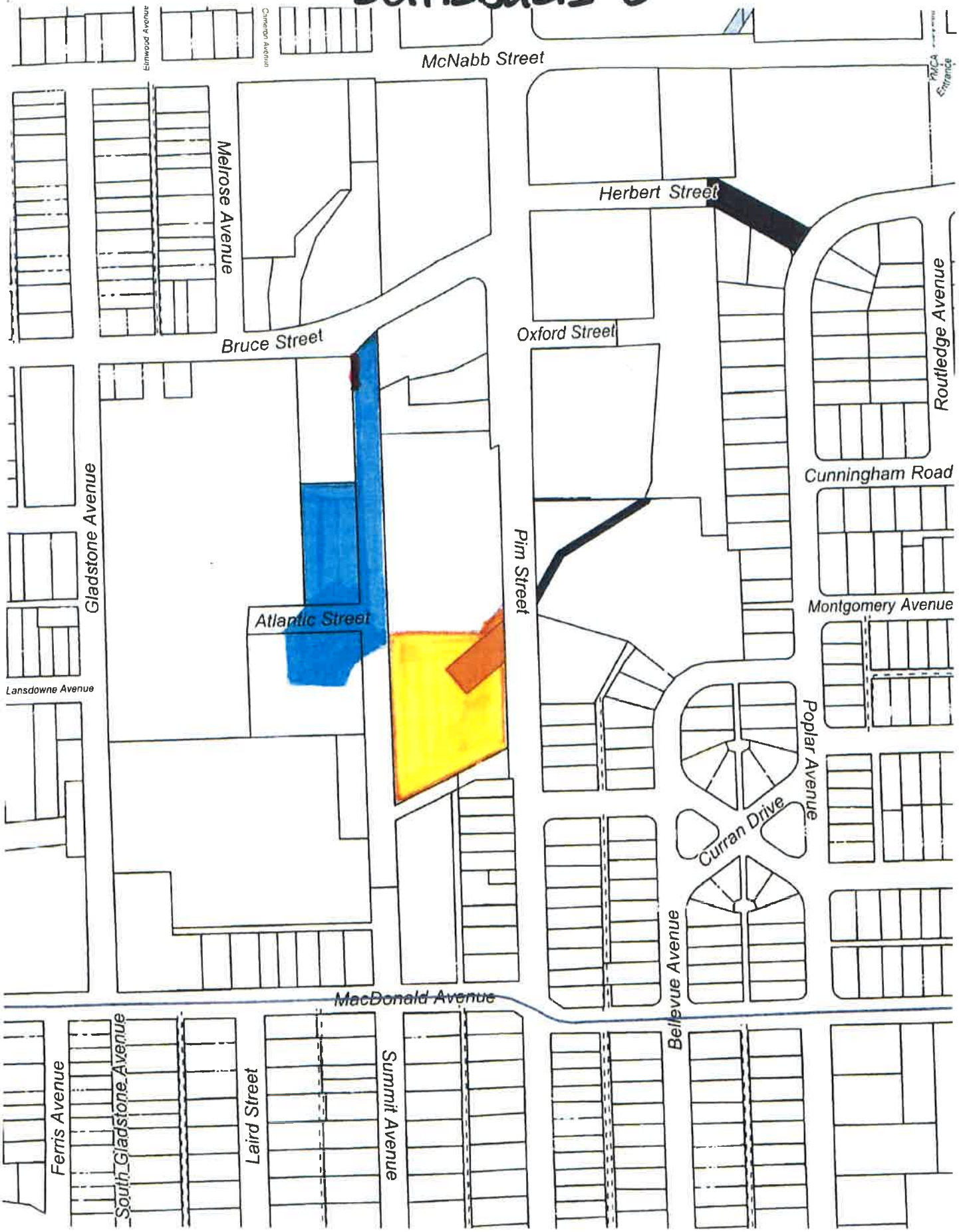
CITY CLERK – MALCOLM WHITE

We have authority to bind the Corporation.

SCHEDULE "A"


PROPERTY SKETCH 'E'
AMENDED JULY 27, 2017.
LEGEND
PROPERTY LINE
PROPOSED EASEMENT BOUNDARY
DITCH / RAVINE
CONTOUR
PROPERTY IDENTIFICATION NUMBER
OAKWOOD DR
BEL-AIR MOTEL
PIM STREET
BLAKE STREET
ATLANTIC STREET
GREAT LAKES HONDA
P I N 31546-0038
(SAULT NORTH HOLDINGS LTD.)
CITY OF SAULT STE. MARIE
P I N 31548-0030
P I N 31546-0031
P I N 31546-0032
P I N 31546-0012
P I N 31546-0029
(CITY OF SAULT STE. MARIE)
PLM IR-9726
EXISTING EASEMENT
PROPOSED EASEMENT
TO BE TRANSFERRED TO GREAT LAKES HONDA
AREA=0.84 Ha
AREA=0.21 Ha
TO BE RETAINED BY THE CITY OF SAULT STE MARIE
EXISTING RAVINE TOE OF SLOPE
ENTRANCE
ASPHALT EDGE
100.6m
117.6m
33.6m
45.5m
36.1m
48.0m
32.0m
28.6m
16.6m
66.0m
PROPERTY SKETCH OF PROPOSED EASEMENTS
PROPERTY 'E'
DRAWING No
PTY-E
TULLOCH
ENGINEERING
McNABB ST. to GLADSTONE AVE.
DRAINAGE IMPROVEMENTS
& STORM WATER MANAGEMENT

SCHEDULE "B"


McNabb Street
Melrose Avenue
Herbert Street
Bruce Street
Oxford Street
Routledge Avenue
Cunningham Road
Gladstone Avenue
Pim Street
Atlantic Street
Montgomery Avenue
Lansdowne Avenue
Poplar Avenue
Curran Drive
Bellevue Avenue
MacDonald Avenue
Ferris Avenue
South Gladstone Avenue
Laird Street
Summit Avenue

SCHEDULE "C"

CONDITIONS OF STORM SEWERS EASEMENT IN GROSS

Sault North Auto Ltd. (hereinafter referred to as the "Transferor") does hereby grant, convey and transfer unto The Corporation of the City of Sault Ste. Marie (hereinafter referred to as the "Transferee"), its successors and assigns the exclusive right, liberty, privilege and easement in, over, along, upon, under and through the lands of the Transferor hereby described for the following purposes, namely:

1. To construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said lands, drainage ditches and mains and pipes for storm sewers including all pipes, mains, conduits, connections, valves, apparatus, appliances, manholes, catchbasins and fixtures necessary or incidental thereto and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Transferee shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.

2. The Transferor shall have the right to fully use and enjoy the land subject always to and so as not to interfere with the rights and easements hereby granted to the Transferee.

3. The Transferee covenants to fill in all excavations and as far as practicable restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereon.

4. The Transferee shall be responsible for any damages to the property of the Transferor caused directly or indirectly by the acts or omissions of the Transferee or persons acting under the authority of the Transferee.

5. The Transferor shall be responsible for any damages to the property of the Transferee caused directly or indirectly by the acts or omissions of the Transferor or persons acting under the authority of the Transferor.

6. The Transferor for themselves, their successors and assigns, covenant with the Transferee, its successors and assigns, to keep the said land free and clear of any trees, buildings, structures or obstructions; not to deposit on or remove any fill from the said land without first obtaining the prior consent of the Transferee; not to do or suffer to be done any other thing which might injure or damage the said storm sewer system of the Transferee and not to cover over or otherwise interfere with any catchbasin, manhole or other appliance that is level with or about the surface of the said lands.

7. The Transferor covenants with the Transferee that it has the right to convey the said easement to the Transferee notwithstanding any acts of the Transferor.

Province of Ontario

Schedule "D"

Document General

Form 4 — Land Registration Reform Act

DYE & DURHAM CO INC.—Form No 985 Amended NOV. 1992

D

FOR OFFICE USE ONLY

T372755

'96 01 2 13 25

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property — Additional: See Schedule ☐

(4) Nature of Document

ENCROACHMENT AGREEMENT

(5) Consideration

ONE---------- Dollars $ 1.00

(6) Description

FIRSTLY:
Lots 1 to 8 (incl.), Plan 20169, Benninghaus Subdivision, City of Sault Ste. Marie, District of Algoma
SECONDLY:
A 15ft. lane bounded to the north by Lots 1 to 4 and on the south by Lot 5, Plan 20169 (as described in Instrument No. T-187926) (lane closed by by-law registered as Instrument No. T-140986) City of Sault ste. Marie, District of Algoma

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☒ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule attached

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
THE CORPORATION OF THE CITY OF SAULT STE. MARIE	MAYOR-JOSEPH M. FRATESI	1995	12	
	Acting CLERK ~~WILLIAM G. LINDSAY~~ DONNA IRVING	1995	12	

(11) Address for Service 99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
CAMPANA, ANN MARIE		1995	12	

(13) Address for Service c/o 426 Bruce Street, Sault Ste. Marie, Ontario

(14) Municipal Address of Property

426 Bruce Street
Sault Ste. Marie, Ont.

(15) Document Prepared by:

City Solicitor
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Additional Property Identifier(s) and/or Other Information

TERMS OF ENCROACHMENT AGREEMENT AUTHORIZED BY BY-LAW 85-29

WHEREAS Ann Marie Campana is the registered owner of civic no. 426 Bruce Street, Sault Ste. Marie, Ontario.

NOW THIS AGREEMENT WITNESSETH that the encroachment as shown on page 3 hereto may continue but shall be deemed to be with the licence of the Corporation to the intent that the Owner(s) shall not acquire any other interest therein.

1. The Owner(s) shall pay to the Corporation on the signing of this agreement and annually thereafter the sum of ONE DOLLAR ($1.00) for the privilege hereby granted.

2. If the Corporation requires that the item encroaching on the Corporation's property be removed, the Owners shall, at their own expense, remove it within six (6) months of receiving written notice to that effect.

3. The Owner(s) hereby agree to indemnify the Corporation against all claims, demands, expense, loss, damage and liability which may result directly or indirectly from the said encroachment.

4. The Owner(s) hereby consent to the registration of this agreement on the title described as Lots 1 to 8, Plan 20169 and a 15 ft. lane, Plan 20169, Benninghaus Subdivision, City of Sault Ste. Marie, District of Algoma.

5. It is expressly agreed that upon destruction, removal or replacement of the said encroachment, or upon partial destruction or damage of the said encroachment from any cause, including the voluntary act of the Owner(s) thereto, the permission hereby granted shall without any action or notice and at the sole option of the Corporation, be terminated and at an end. The Corporation may require the Owner(s) to remove the said encroachment forthwith, and upon failure so to do may itself do all things necessary for the removal of the said encroachment and for such purpose may enter upon the said lands and premises of the Owner(s) forthwith upon demand, and payment of such expense may be enforced in the same manner as payment of taxes for the current year.

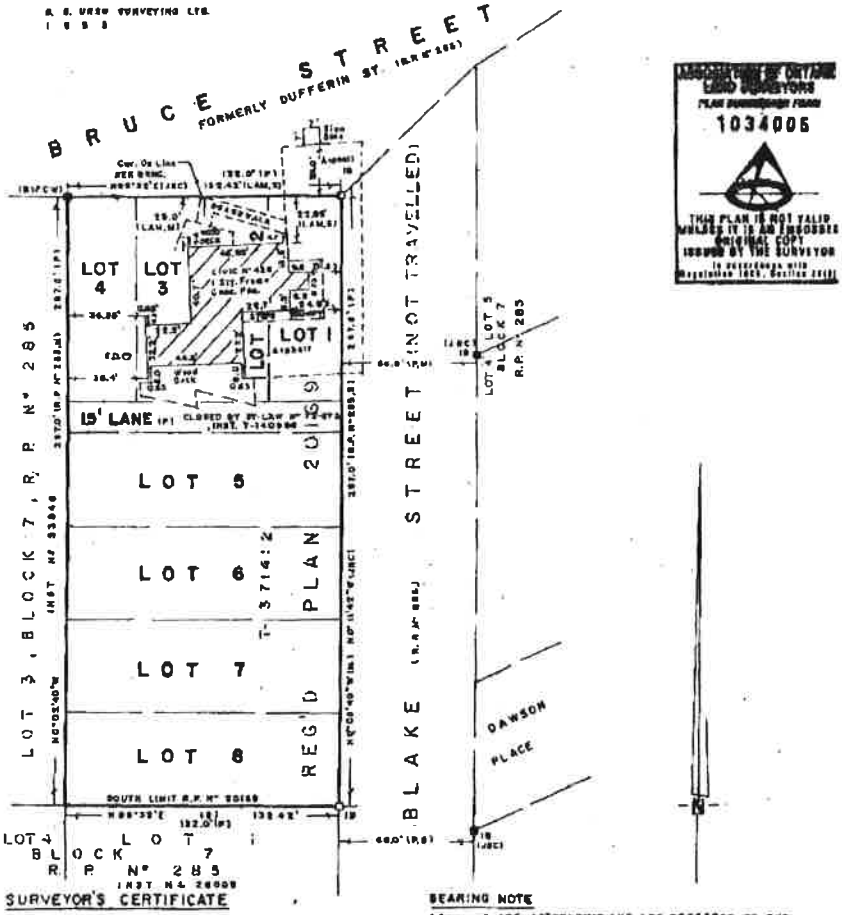
6. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties respectively.

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

SURVEYOR'S REAL PROPERTY REPORT
PART 1, PLAN (
LOTS 1 TO 8 (INCLUSIVE)
AND
ALL OF A 15 FOOT LANE
REGISTERED PLAN N° 20169
(BENNINGHAUS SUBDIVISION)
IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA
SCALE : 1 INCH = 50 FEET
O. S. URSO SURVEYING LTD.
1 9 9 5

PART 2
THIS PLAN MUST BE READ IN CONJUNCTION WITH SURVEY REPORT DATED NOV 14, 1995



ONTARIO LAND SURVEYORS
1034005
THIS PLAN IS NOT VALID UNLESS IT IS AN EMBOSSED ORIGINAL COPY ISSUED BY THE SURVEYOR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE FIELD SURVEY REPRESENTED ON THIS PLAN WAS COMPLETED ON THE 2ND DAY OF NOVEMBER, 1995.
NOVEMBER 14, 1995
SAULT STE MARIE, ONT.
O. S. URSO
ONTARIO LAND SURVEYOR

BEARING NOTE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE SOUTH LIMIT OF BRUCE STREET AS SHOWN ON A&C. FILE N° 3-901 HAVING A BEARING OF N89°32'E

LEGEND

B	DENOTES	FOUND EVIDENCE
J	"	PLANTED MONUMENT
0	"	IRON BAR
ISB	"	STANDARD IRON BAR
ISIB	"	SHORT STANDARD IRON BAR
( )	"	MEASURED
( )	"	REGISTERED PLAN N° 20169
( )	"	SET
FCW	"	F. C. WILSON, OLS
JBC	"	J. B. CHAMBERS, OLS
LAM	"	L. A. MILLER, OLS

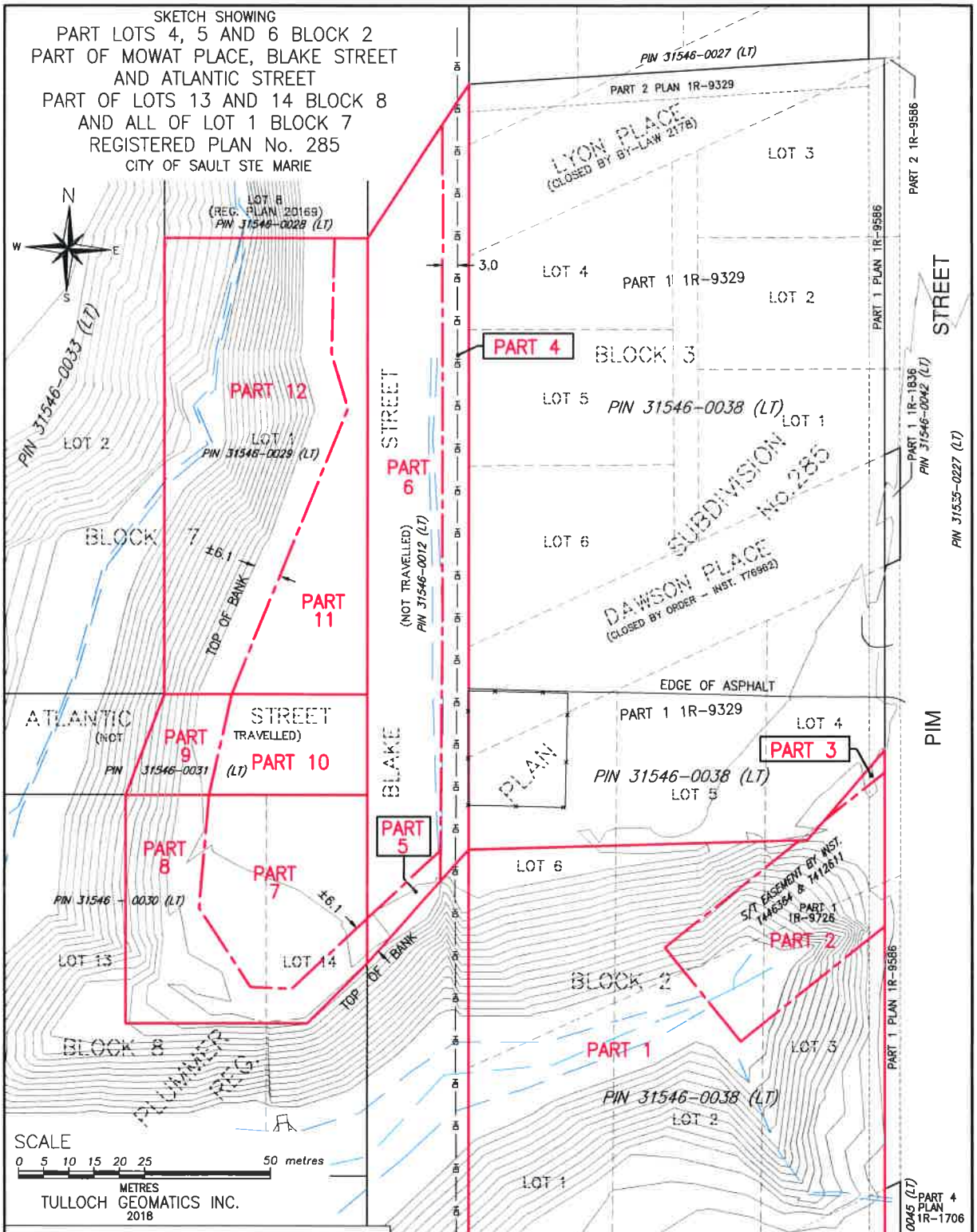
OU DENOTES ORIGIN UNKNOWN

© COPYRIGHT 1995, O.S.URSO, SURVEYING LTD

FILE N° U-7801
CLIENT CAMPANA

O.S. URSO, SURVEYING LTD.
ONTARIO LAND SURVEYOR
288 QUEEN STREET EAST
SAULT STE MARIE, ONTARIO
P6A 1Y7

FOR OFFICE USE ONLY



SCHEDULE

PART	PIN	REMARKS	AREA	OWNER
1	PART OF 31546-0038 (LT)		±0.72 ha.	SAULT NORTH HOLDINGS LTD.
2		SUBJECT TO EASEMENT	±0.11 ha.	
3			±0.003 ha.	
4	PART OF 31546-0012 (LT)	PROPOSED EASEMENTS	±0.08 ha.	THE CORPORATION OF THE CITY OF SAULT STE. MARIE
5			±0.01 ha.	
6			±0.21 ha.	
7	PART OF 31546-0030 (LT)		±0.11 ha.	
8		PROPOSED EASEMENTS	±0.10 ha.	
9	PART OF 31546-0031 (LT)		±0.03 ha.	
10			±0.06 ha.	
11	PART OF 31546-0029 (LT)		±0.11 ha.	
12		PROPOSED EASEMENT	±0.26 ha.	

REGISTERED PLAN No. 285

PARTS 2 IS SUBJECT TO EASEMENT BY INST. T446364 & T412611

TULLOCH ENGINEERING

JUNE 5, 2018

TULLOCH GEOMATICS INC.
71 BLACK ROAD
UNIT 8
SAULT STE MARIE
P6B 0A3
T. 705 949.1457
F. 705 949.9606
866 806.6602
saultstemarie@tulloch.ca

DRAWN BY: ME

FILE: 18-1512-2

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-146

AGREEMENT: (C3.14) A by-law to authorize the execution of the Agreement between the City and GFL Environmental Inc. for the Naming, Advertising and Sponsorship Rights for the indoor venue, currently named the Essar Centre.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated July 16, 2018 between the City and GFL Environmental Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for the Naming, Advertising and Sponsorship Rights for the indoor venue, currently named the Essar Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-146 - GFL Naming Rights.docx

NAMING, ADVERTISING AND SPONSORSHIP AGREEMENT

THIS **NAMING, ADVERTISING AND SPONSORSHIP AGREEMENT** (the “Agreement”) dated as of July 16, 2018 is entered into by and between:

THE CORPORATION OF THE CITY OF SAULT STE MARIE
hereinafter referred to as “Owner”

– and –

GFL ENVIRONMENTAL INC.
hereinafter referred to as "GFL"

WHEREAS Owner has developed and owns a multi-purpose indoor arena in Sault Ste Marie, Ontario (the “Arena”) for the purpose of holding various public events and other attractions which may be scheduled therein; and

WHEREAS Owner has the right to designate the name of the Arena and to license such right to others (the "Naming Rights") and to sell and grant certain other sponsorship, promotional, advertising and similar rights and benefits associated with the Arena (the “Arena Advertising Rights”); and

WHEREAS Soo Greyhounds Hockey Inc., owner and operator of the Sault Ste. Marie Greyhounds (the “Hockey Team”), a member franchise of the Ontario Hockey League (“OHL”), is a tenant of the Arena (the “Hockey Tenant”) and has granted Owner the right to sell and grant certain sponsorship, promotional, advertising and similar rights and benefits associated with the Hockey Team (collectively, “Hockey Advertising Rights”); and

WHEREAS GFL is a provider of diversified environmental solutions (the “Product Category”) and desires to promote its business through an association with the Arena and the Hockey Team, and Owner is willing to grant to GFL Naming Rights, Arena Advertising Rights and Hockey Advertising Rights, all subject to the terms and conditions set forth herein; and

WHEREAS on May 4, 2018, GFL submitted a proposal (GFL’s “Proposal”) in response to the Owner’s Request for Proposal: Naming Rights – Sault Ste. Marie Event Centre, and was chosen by the Owner as the successful proponent;

NOW THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties hereby mutually agree as follows:

1. LICENSE OF NAME

Owner hereby grants to GFL exclusively the Naming Rights during the Term (as defined hereinafter) on the conditions contained in this Agreement.

2. NAME OF ARENA: LOGO

(a) GFL hereby names the Arena “GFL Memorial Gardens” (the “Arena Name”). The Owner approves of same. The Arena will continue to be so named for the Term of this Agreement, or until GFL renames the Arena in the manner and subject to the terms

provided in this Agreement, or until this Agreement is terminated in the manner herein provided.

(b) Following the date hereof, GFL shall develop an Arena logo, which shall include the Arena
Name ("Arena Logo"). The Arena Logo shall be attached to this Agreement as Schedule "A" hereto, which Schedule shall then be signed by the parties hereto.

3. TERM

(a) This Agreement is effective and enforceable upon execution by the parties hereto. The term of this Agreement (the "Term") shall commence on August 1, 2018 and shall expire on July 31, 2028. Each twelve (12) month period beginning on August 1, 2018 and ending on July 31, 2028, during the Term, is sometimes referred to herein as a "Contract Year".

(b) Provided that GFL is not in default hereunder, GFL shall have the exclusive right to negotiate for the purchase, upon expiration of the Term, of all of the rights (or similar rights) which are the subject of this Agreement collectively or each right individually, as set forth in this Section 3(b). In the event GFL desires to exercise such right, it shall so notify Owner in writing no later than the date which is twelve (12) months prior to the expiration of the Term. Within one (1) month after receipt of such notice, Owner shall send written notice to GFL setting forth its proposal regarding the terms and conditions of such agreement (including term, elements and costs). Owner shall thereafter negotiate with GFL, in good faith, up to the date which is six (6) months to the date of expiration of the Term with respect thereto. In the event that GFL and Owner do not reach agreement on the terms of an extension by such date, then Owner shall be free to negotiate with any third party(ies) in respect of all or any of the various rights and benefits granted in this agreement, and not already agreed to with GFL on such terms and conditions as Owner and such third party(ies) shall then agree. If the Owner and such third party(ies) so agree, GFL shall be granted right of first refusal meaning it will have the exclusive opportunity to match said agreement between the Owner and such third party(ies) within fourteen (14) days of notice of third party agreement and should it choose to so match, it shall have priority over said third party(ies) and therefore be granted an extension on such terms as previously agreed between the Owner and such third party(ies). In the event that GFL and Owner do not reach agreement or GFL chooses to waive its right of first refusal once Owner and such third party(ies) have reached agreement, this Agreement shall terminate upon expiration of the then-current Term.

4. ANNUAL FEE

(a) As consideration for the various rights granted by Owner to GFL hereunder, GFL shall pay
to Owner seventy-five thousand Canadian Dollars (CDN $75,000) plus HST per year for a 10-year period ("Naming Rights Fee"), totaling seven hundred and fifty thousand Canadian Dollars (CDN $750,000) plus HST. Payments shall be made a minimum of forty-five (45) days in advance of the Contract Year, save for the first Contract Year, wherein a certified cheque payable to 'The Corporation of the City of Sault Ste. Marie' shall be provided no later than two (2) weeks from the date of execution of this Agreement.

(b) Additionally, GFL, at their own expense will arrange for the manufacturing and installation of the main exterior sign comparable to the existing sign, in either the same location or a new location. Both the location and sign design require the approval of the Owner. In addition, GFL will ensure the new sign is erected and installed to all applicable building codes.

(c) All Naming Rights Fee payments due hereunder, shall be made by GFL by wire transfer, cheque or bank draft, payable to Owner or its designate at its designated address, upon receipt of invoice no later than the dates set forth above. All sums quoted are net of any agency fees, commissions or the like that may be payable by GFL to its advertising and media agencies (if any) and any applicable taxes (if any). GFL's billing address is:

Mr. Patrick Dovigi
100 New Park Place
Suite 500
Vaughan, Ontario, Canada L4K 0J3
Tel: 905-326-0101
Tel: 416-673-9385 ext. 5797

(d) Further, pursuant to page 8 of GFL's Proposal, the parties acknowledge and agree that:

(i) During the Term of this Agreement, GFL will provide and service its waste and recycling containers located at and within the multi-purpose indoor arena subject to this Agreement with no rental fee and a fifty (50%) percent rebate on the subject Service Fee. Further, the fifty (50%) percent Service Fee rebate will be subject to CPI per Contract Year. As set out in the below schedule:

CONTRACT YEAR	Service Fee (current fee at 50% rebate, plus applicable CPI)
1	$15.00
2	$15.20
3	$15.40
4	$15.60
5	$15.80
6	$16.00
7	$16.21
8	$16.42
9	$16.63
10	$16.85

(j) Each six (6yrd) yard bin can hold up to three hundred kilograms (300kg) and wherein a single six (6yrd) bin lift exceeds the three hundred (300kg) kilograms, said bin would be subject to the applicable commercial landfill-tipping rate, being wherein the waste itself is properly rendered for disposal.

(k) GFL will implement a strong recycling program at the Arena to be utilized by all event held at the Arena.

(l) GFL will provide an annual "recycling show" at the Arena for the community to come and see. This will help educate residents on current products allowed in our streams and where GFL anticipates recycling to be in the years to come.

5. USE OF NAME

(a) During the Term hereof, Owner, when making reference to the Arena (including, without limitation, in its contracts, agreements, arrangements, writings, and communications pertaining to the Arena and to and with the Arena's Owners, Tenants [defined below], licensees and other users, the media and others), shall use the Arena Name and, where applicable, the GFL logo, trademark and/or service mark, to the extent it is incorporated into the Arena Name of the Arena Logo and as set out in Schedule A (collectively, the "Trademarks"), and shall require all parties contracting with Owner, including without limitation the Hockey Tenant and any other tenants leasing the Arena (the Hockey Tenants and other tenants of the Arena, if any, being herein referred to collectively as the "Tenants"), to refer to and designate the Arena as aforementioned. This required use and designation of the Arena Name and, where applicable, the Arena Logo, shall include, but not be limited to: Internet websites related to the Arena or referencing the Arena (if any), to the extent controlled by Owner or the Tenants; printed materials generated by or on behalf of Owner with reference to the Arena and its address; advertising by the Arena's users which refers to the Arena; all schedules and admission tickets issued by any Tenant or user for Arena events; and all public relations releases issued by or on behalf of Owner, or the Tenants; provided, however, that Owner shall not be responsible for any error or omission by third parties. Notwithstanding anything stated herein to the contrary, isolated, inadvertent omissions of the Arena Name by Owner or any other person in connection with the Arena shall not be deemed a violation of this Section.

6. TRADEMARKS; MERCHANDISING

(a) GFL hereby grants to Owner, its Tenants and licensees and their respective agents, a non-exclusive, nontransferable license to use the Trademarks during the Term of this Agreement and subject to the terms and conditions hereinafter set forth in order to carry out Owner's obligations hereunder. GFL shall furnish Owner with pre-approved specimens of such Trademarks for use. Owner shall not deviate there from (or permit others controlled by Owner to deviate there from) without obtaining the prior approval of GFL. Any materials so submitted shall be deemed approved if not expressly rejected in writing within one week after they are submitted. The Owner expressly agrees that it has no right, title or interest in or to the Trademarks and that it shall not acquire any interest in the Trademarks. In the event that it does acquire any interest, the Owner agrees to execute such documents and take such steps as are necessary, at no cost to GFL, to transfer any such interest to GFL.

(b) Owner shall have the exclusive merchandising rights for all commercial marketing and merchandising of goods displaying or using the Arena Name or the Arena Logo (including any Trademarks) or image or both established under this Agreement (the "Merchandising Rights"). Owner may license or permit the commercial marketing or merchandising of the same by others; provided, however, that:

(i) No Competitor (as defined in Section 8 below) shall be a permitted licensee of the Merchandising Rights; and
(j) Owner shall require its licensees of the Merchandising Rights to be bound by the terms and conditions in this Agreement and to use the Arena Name and Arena Logo in a tasteful manner.

(c) GFL shall have the right to use the Arena Name or Arena Logo in its advertisements and/or
promotions, but only for the limited purpose of publicizing GFL's sponsorship of the Arena in connection with GFL's own general marketing efforts.

7. SUITE AND USE OF THE ARENA DURING THE TERM

(a) Owner shall reserve for GFL, at no additional cost, the exclusive use of a Luxury Suite in the Arena (the "Suite");
provided that GFL shall enter into the Luxury Suite License Agreement attached hereto as Schedule "B" (the "Suite License"), which Suite License contains the Arena's standard use terms, rules, regulations and conditions for luxury suites at the Arena.

(b) Despite the provisions in Schedule B (the "Suite Lease") the Owner shall have no right to sub-licence the Suite for either Soo Greyhound Home Games or for events other than Soo Greyhound Home Games;

(c) Despite the provisions in Schedule "B" (the "Suite Lease") for Soo Greyhound Home Games:

(i) Owner shall provide GFL with eight (8) Suite season tickets;
(ii) Owner will also provide GFL with the opportunity to purchase at GFL's expense up to four (4) more Suite tickets and four (4) bowl tickets.

(d) Ancillary to GFL's use of the Suite, Owner will provide GFL with a total of two (2) V.I.P. parking passes for spaces in the designated luxury suite parking area for all events at the Arena, at no cost to GFL (which number is inclusive of any parking passes provided to GFL under the Suite License).

(e) Owner shall provide GFL two (2) event days per Contract Year and free of any rent, full use of the public areas of the Arena on mutually agreed dates and times, provided; however, that in each instance, GFL shall pay:

(i) All amusement and other taxes assessed in connection with such use of the Arena
facilities;
(ii) For all food, beverages and other goods or services (including, without limitation, any audio-visual requirements) provided in connection with such use of the Arena facilities; and
(iii) For all of Owner's additional direct costs incurred in connection with such use, including without limitation staffing costs and the cost of utilities.

8. SIGNS, ADVERTISING AND ADDITIONAL RIGHTS

(a) Marquee. Owner may, at its election, design and expense, construct and install one (1) freestanding outdoor electronic marquee (the "Marquee") for placement and display as the central marquee sign entrance to the Arena. The Marquee, if erected, shall include the Arena Name and Arena Logo prominently displayed during the Term and, among other things, promote current and future events at the Arena. Owner and GFL will consult with each other regarding the design and materials of the Marquee (and any

replacement Marquee, if applicable), and the final determination of these matters shall be mutually agreed upon by the parties (subject, however, to any applicable limitations imposed by zoning ordinances and other applicable legal requirements). Subject to Section 15, after installation, the Marquee shall remain the property of Owner.

(b) Other Exterior Signage. During the Term, Owner shall prominently display the Arena Name on the following signs, each of which shall be subject to GFL's reasonable approval with respect to design and specifications:

(i) Signs containing Arena Name will be displayed in locations mutually agreed to by GFL and Owner including but not limited to a sign containing Arena Name above the main entrance to the Arena; and
(ii) Directional signs containing Arena Name, subject to Ministry of Transportation and/or other Governmental approvals.

(c) Interior Signage and Advertising. During the Term, Owner shall display the Arena Name or GFL advertising (as specified below) on interior advertising signs and elements and provide GFL with the following additional rights and benefits:

(i) Arena scoreboard signs containing Arena Name (size and other specifications as mutually agreed to);
(ii) Two (2) concourse signs for GFL (size and other specifications as mutually agreed to);
(iii) One (1) sign for GFL located on the fascia of the inner bowl; and
(iv) One (1) sign for GFL located in the end zone area – above the seating bowl (size and other specifications as mutually agreed to).

(d) Hockey Team Advertising. During the Term, Owner shall display (or cause to be displayed) the Arena Name or advertising for GFL (as specified below) on the following Hockey Team-related elements and provide GFL with the following additional rights and benefits:

(i) Arena Name or Arena Logo to be featured at centre ice, subject to applicable League (defined in Subsection 11(a) below) rules and regulations and the provisions of this subsection, during home Hockey Team games (size and other specifications as mutually agreed to);
(ii) Advertising for GFL to be displayed on two (2) ice rink boards, located in diagonally
opposite corner positions, subject to applicable League rules and regulations, during home Hockey Team games (size and other specifications as mutually agreed to);
(iii) Two (2) public address announcements for GFL per home Hockey Team game (size, duration of message and other specifications as mutually agreed to);
(iv) Arena Name to appear on the cover of each issue of the season-long game-day magazine or similar publication of the Hockey Team, if published; and
(v) Right to promote and advertise itself as a primary sponsor of the Hockey Team (or
other similar designation pre-approved by Owner), in connection with GFL's promotional and sales activities and materials, subject to Owner's approval rights set forth in Subsection 20(a) below.

In the event that it is not possible to have the Arena Name appear on the Hockey Team ice surface in the Arena, the Owner, to the extent practical, shall display the Arena Name prominently on a sign which shall be placed in an area visible to, at GFL's option, either (A) most game attendees or (B) television coverage during normal coverage of the game. All Hockey Team-related advertising is subject to the constitution, by-laws, rules and regulations of the OHL.

(e) Miscellaneous Arena Name or Arena Logo Identification. During the Term, the Owner shall, at its sole cost and expense, have the Arena Name or Arena Logo identification included with all official Arena references, including all uniforms of Arena employees (ushers, concession and maintenance personnel), all tickets, passes, parking vouchers and the like for any public, ticketed event held at the Arena, printed concession menus, letterhead stationery, business cards, envelopes, greeting cards**,** news or press releases generated by Owner or its Tenants or licensees or their respective agents, press game notes (generated by Owner or its Tenants or licensees), announcements of coming events, printed event and Hockey Team schedules and other printed advertising or promotional brochures, banners, posters, merchandise or other materials of or relating to the Arena, and public address announcements for the Arena during Arena events; provided, however, that with respect to this clause, Owner may also allow the names or logos of other companies (other than Competitors as defined in Section 8 (above) to appear on such items.

(f) Signage Evolution. GFL and Owner acknowledge that signage and advertising opportunities in the Arena may evolve over the course of the Term, and the advertising and sponsorship elements described in this Section 8 may be changed by mutual agreement of the parties hereto.

9. LIMITATIONS ON RIGHTS

(a) All rights not expressly granted to GFL herein are hereby reserved to Owner and the Arena's various present and future tenants and licensees from time-to-time. GFL hereby acknowledges and agrees that Owner has retained the sole and exclusive right to enter into signage and advertising commitments with other parties and cause additional signage and advertising to be displayed throughout and with respect to the Arena.

(b) Display and, if applicable, illumination of signage shall be limited to those events for which
the Arena is open to the general public for a ticketed event, and illumination of signage shall further be limited to those events in which illumination is appropriate. Such display and illumination shall further be subject to any restrictions imposed by any third party event promoters.

10. SIGN AND ADVERTISING PRODUCTION; SIGN MAINTENANCE; SIGN REPLACEMENT

(a) All permanent signs and other permanent fabricated references or installations for the Arena Name, Arena Logo or GFL enumerated herein shall be produced, fabricated, installed and maintained at the sole cost and expense GFL, and further, GFL shall be responsible for producing the creative for such signage and fabricated references. Except as otherwise contemplated by Section 11, no changes shall be made with

respect to Arena Name or Arena Logo signage once it is installed without the mutual agreement of the parties.

(b) In the event GFL directs that any advertising signage be changed or rotated/alternated with other GFL advertising during the Term, GFL shall be responsible for the production and fabrication thereof and for the actual installation/removal expenses incurred by Owner as a result thereof.

(c) In addition, if GFL desires that Owner store any of GFL 's permanent advertising signage during the Term, Owner shall store such signage in the Arena (provided that Owner has storage capacity), in exchange for GFL 's paying a reasonable rental fee to Owner promptly upon receipt of Owner's invoice therefore. Owner shall not be responsible or have any liability whatsoever for any loss, damage or theft of such signage while stored by Owner except to the extent that the same is caused by the negligence of the Owner, and GFL shall be solely responsible for procuring the necessary coverage to insure against such loss, damage or theft as well as any loss or damage to any persons or the property of the Owner arising out of the storage of GFL 's signage at the Arena.

(d) In the event GFL changes its name or logo or desires to replace the Marquee after its initial installation (to the extent permitted hereunder), GFL shall be responsible, at its cost, for the design and production of such replacement Marquee. Once installed, title to any replacement Marquee shall vest with Owner. Any such changes shall be subject to the reasonable approval of Owner and any applicable zoning or other legal requirements.

(e) With respect to all other advertising and promotions for GFL not specifically described herein (i.e. other than permanent signage described in Subsection 10(a) above), GFL shall furnish the associated advertising and promotional material at its sole cost and expense and be responsible for all production costs with respect to the advertising and promotional materials which are subjects of this Agreement.

(f) Owner and its agents shall have the absolute right to approve all signage and other advertising features which are to be furnished by GFL hereunder, which approval shall not be unreasonably withheld.

11. <u>RENAMING</u>

(a) In the event GFL desires to rename the Arena, it shall do so only with the consent of Owner, which consent Owner may not be unreasonably withheld, noting it being in part the purpose of this Agreement to establish a long-term and continuous name for the Arena; provided, however, that, if the renaming occurs in connection with:

(i) the merger of GFL into a third party, or
(ii) the sale of all or substantially all of the stock or assets of GFL to a third party,

then GFL shall have the right to rename the Arena upon providing at least one hundred and eighty (180) days prior written notice to Owner (i.e. but without seeking Owner's consent), subject to the provisions of Section 14. GFL and Owner shall coordinate the timing of the name change to minimize the costs associated therewith; it being understood that GFL shall reimburse Owner for any out-of-pocket costs or expenses Owner incurs as a result of such name change (including without limitation the cost or

expense of removing existing signage referencing the Arena Name or Arena Logo, designing and producing new signage (which shall be subject to the approval of Owner) and installing such new signage in or at the Arena).

(b) Notwithstanding anything stated herein to the contrary,

(i) in no event may GFL rename the Arena more than once during the Term, and
(ii) GFL will not have the right to rename the Arena if any of the transactions described

in clause (i) or (ii) of subsection (a) above, in Owner's reasonable opinion, create or tend to create a negative connotation for, or impair, or tend to impair the good will of the Arena. If such an event happens, then Owner may, at its sole option, elect to terminate this Agreement upon giving prior written notice to GFL, with such termination to be effective as of the closing date of the above-referenced transaction. Upon any such termination, Owner shall, if applicable, provide GFL with a refund of any unearned portion of any Annual Fee paid, based on the date of such closing.

12. DESTRUCTION OF ARENA; CESSATION OR INTERRUPTION OF OPERATIONS; CLOSURE OF ARENA

(a) If the Arena is wholly or substantially destroyed or condemned, Owner will determine whether or not it will rebuild the Arena within one hundred and eighty (180) days, and Owner will promptly notify GFL of Owner's intention in writing. If Owner determines it will rebuild, then the Term shall be extended by an amount of time equal to the time that elapsed between the date of the last public ticketed event held at the Arena prior to its destruction and the date of the first public ticketed event held subsequent thereto. If Owner determines it will not rebuild the Arena then this Agreement shall terminate as of the date of the last public ticketed event, and, Owner shall refund to GFL any of the unearned portion of any Annual Fee paid, based on the termination date.

(b) In addition, upon the cessation or material interruption of use or operation, for any other reason whatsoever or no reason (including but not limited due to a *force majeure* not described in Subsection 12(a) above, the Term of this Agreement shall be extended by an amount of time equal to the time that elapsed between the date of the last public ticketed event held at the Arena prior to the cessation or material interruption of operations and the date of the first public ticketed event held subsequent thereto.

(c) The Owner retains the right, in its sole discretion, to permanently close or cease operations

of the Arena. Any such closure or cessation of operations shall not be deemed a breach of this Agreement by Owner, but Owner shall, provide GFL with a refund of any unearned portion of any Annual Fee paid, based on the actual closing date of the Arena.

13. EFFECT OF EARLY TERMINATION

(a) Upon termination of this Agreement for any reason prior to the end of the Term, Owner shall, within ninety (90) days remove, at its discretion, either the signs bearing the Arena Name and Arena Logo, or remove the Arena Name and Arena Logo from the signs and use commercially best efforts to remove or replace all other references to the Arena Name and Arena Logo contained in all other official Arena materials and items as soon

as practicable; and remove and either destroy or make available to GFL for pick-up all other GFL signage then displayed throughout the Arena. Upon termination and refund of any unearned portion of any Annual Fee paid, Owner will be free to rename the Arena. In addition, upon any such termination and refund, GFL will cease and desist from referring to the Arena by the Arena Name or using the Arena Logo or Hockey Team name or logo or including such reference in any marketing literature or campaign.

14. ASSIGNABILITY AND TRANSFERABILITY; SALE OF RIGHTS

(a) Except as otherwise provided in this Section 14, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by GFL or Owner, except by written agreement by both GFL and Owner.

(b) Owner may assign this Agreement and/or its rights or duties hereunder, in whole or in part, for administrative, operational and/or financing purposes to another entity, with the consent of GFL. The parties agree that the assignee of Owner, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment.

(i) The parties acknowledge and agree that Owner may delegate certain or all of its duties in connection with this Agreement.
(ii) If, during the Term of this Agreement, the Owner sells, transfers or conveys the Owner's interest in the Arena (including its right to name the Arena), such sale, transfer or conveyance shall be subject to the rights of GFL as contained in this Agreement, and Owner shall provide as part of said transaction to a third-party transferee that the transferee assumes Owner's rights and obligations herein**.** Upon such transfer to a third-party transferee, GFL shall look to the transferee for performance of Owner's duties and obligations under this Agreement, and Owner will be fully and completely released from liability to GFL under this Agreement.

(c) GFL shall keep the work under their personal control and maintain ownership or a controlling interest in GFL, and shall not assign, transfer or sublet any portion of this Agreement and/or its rights or duties hereunder (by operation of law or otherwise) without first obtaining the written consent of the Owner, namely the Deputy CAO Community Development & Enterprise Services (the "DCA-CDES"). The consent of the DCA-CDES of any such assignment, transfer or subletting, shall not, however, relieve GFL of any responsibility for the proper commencement, execution and completion of the work according to the terms of the contract, and GFL shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if GFL were performing the work with their own plant and employees.

(i) GFL acknowledges and agrees that GFL does not have the right to sub-license any of its rights hereunder and, therefore, may not engage in any co-branding or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder without the prior written approval of Owner, namely the DCA-CDES, which approval may not be unreasonably withheld.

(d) GFL shall not solicit third parties with respect to the sale of any inventory provided to GFL

hereunder without Owner's prior consent, which consent may not be unreasonably withheld.

15. CONFIDENTIALITY/NON-DISCLOSURE

(a) All information provided by GFL to the Owner shall be held, retained, disclosed and destroyed, as the case may be in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

16. REPRESENTATIONS AND WARRANTIES

(a) Owner hereby represents and warrants to GFL that the Owner is duly organized and
validly existing as a municipal corporation under the laws of the Province of Ontario and has the requisite power and authority to own, lease and operate its assets and to carry on its activities as they are presently being, and as they continue to be, conducted.

(b) GFL hereby represents and warrants to Owner as follows:

a. GFL is duly organized and validly existing as a corporation under the laws of Ontario and has the requisite power and authority to own, lease and operate its assets and properties and to carry on its activities as they are presently being, and as they continue to be, conducted.

b. The execution, delivery and performance of this Agreement by GFL does not and will not:

i. violate any provision of its organizational documents;
ii. violate, conflict with, or result in the breach of any of the terms of any contract, mortgage, bond, indenture or other instrument, obligation, contract or agreement to which GFL is a party;
iii. violate or conflict with any writ, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory agency or body by which GFL is bound; or
iv. violate or conflict with any statute, law, regulation, rule or ordinance by which GFL is bound.

(c) GFL and the Owner have the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and perform the transactions and obligations contemplated herein.

(d) This Agreement has been duly executed and delivered and constitutes the legal, valid, and binding obligation of GFL and the Owner, enforceable in accordance with its terms (assuming due execution, delivery and performance by or on behalf of Owner), subject, however, to general principles of equity and the rights of creditors generally.

17. TERMINATION UPON DEFAULT; REMEDIES

(a) A default shall be deemed to have occurred hereunder if:

(i) GFL defaults in the making of the payments required to be made by it under Section 4 hereof after Owner has given GFL at least thirty (30) days written notice under this Agreement and said thirty (30) days have elapsed and such payment is due and payable;

(ii) Owner or GFL defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement on its part to be performed, such default is of a kind which is curable or remediable within a sixty (60) day period, and such default continues for a period of sixty (60) days after service of written notice of default;

(iii) Owner or GFL defaults in the performance or observance of any other term, covenant, condition or provision of the Agreements, where cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a sixty (60)-day period, such default continues beyond the end of the 60-day period after the service of a notice of default, and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to do the work required or to complete such other action as is required to cure or remedy the default in question;

(iv) There shall be filed against GFL or Owner in any court pursuant to any statute either of Canada or any province, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of said party's property and within one hundred and twenty (120) days of such filing said party fails to secure a discharge of such petition or the dismissal of such proceedings, or said party files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors;

(b) Within a reasonable time after the occurrence of any default which is continuing, the non defaulting party shall, if it so elects, have the right to terminate the Agreements upon giving the defaulting party notice of intention to terminate the Agreements and all rights of the defaulting party thereunder and, upon the effective date of such termination specified in such notice (which shall be not less than ten (10) days after the giving of such notice), the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.

(c) In the event of a breach or a threatened breach by either party of any of the terms, covenants, conditions or provisions hereof, the non-breaching party shall have the right to apply for an injunction to restrain the same or invoke any other remedy allowed by law or in equity, including, without limitation, the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

(d) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be in exclusion of any of the others provided herein or by equity.

18. <u>INDEMNIFICATION</u>

(a) GFL hereby agrees to defend, indemnify and save harmless the Owner and its councilors, officials, officers, directors, employees, consultants, agents, successors,

contractors and assigns, or any of them (each an “Indemnified Party” and collectively, the “Indemnified Parties”), from and against any loss, damage, claim, action, suit, proceeding, deficiency, cause of action, demand or expense (including without limitation, reasonable legal fees) suffered by or made against the Indemnified Parties or any one or more Indemnified Party relating to, arising from or in connection with:

(i) the content and/or use of the advertising and other commercial materials which GFL furnishes for use pursuant to this Agreement;
(ii) any negligence, fraudulent act or willful misconduct of GFL or its employees, agents or other representatives in connection with this Agreement; and
(iii) any breach of this Agreement by GFL, including any representations and warranties.

(b) Owner hereby agrees to defend, indemnify and save harmless GFL, its affiliates, subsidiaries and each of their respective directors, officers, agents, employees and other representatives (the “GFL Indemnified Parties”) from and against any loss, damage, claim, action, suite, proceeding, deficiency, cause of action, demand or expense (including without limitation, reasonable legal fees) suffered by or made against the GFL Indemnified Parties or any one or more of them related to, arising from or in connection with:

(i) any act or omission of the Owner, its employees, agents or other representatives in connection with this Agreement, and
(ii) any breach of this Agreement by the Owner, including any representations and warranties.

(c) The parties hereto agree that paragraph 18 herein will survive the termination of this Agreement.

19. <u>INSURANCE</u>

(a) In connection with GFL 's utilization of the Arena for various purposes, as contemplated by Section 7 above, GFL agrees to abide by any and all insurance requirements of the Arena made applicable to renters and other licensees of the Arena and that it will deliver a Certificate of Insurance or other suitable evidence of such coverage to Owner upon request in connection with GFL's utilization of the Arena.

(b) GFL agrees to maintain at all times during the currency of this Agreement, a minimum of Five Million ($5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City’s Risk Manager, shall be provided to the City prior to the commencement of the Term.

20. <u>MICELLANEOUS</u>

(a) Approval. With respect to the rights granted in Subsection 8(d)(v), (when utilizing the designation "primary sponsor of the Hockey Team" or otherwise using the trademarks of the Hockey Team, GFL shall limit such use to the Hockey Team's local territory, as defined by the League. GFL shall not use any Hockey Team trademark in connection with such advertising without first obtaining the prior written approval of an authorized representative of the Hockey Team in each instance.

(b) Governing Law; Jurisdiction. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

(c) Entire Agreement. This Agreement and its schedules constitute the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous verbal communications, representations, agreements, promises or statements.

(d) Advance Ticket Option. GFL may request and may purchase, at its discretion, up to Fifty
(50) tickets for events other than Soo Greyhound home games will be made available to GFL as mutually agreed to by the Owner and GFL. All such tickets are to be paid at the normal rate for such event tickets.

(e) Notices and Addresses. All notices required to be given under this Agreement shall be given by personal delivery or by certified or registered mail, or overnight mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given (1) when delivered by personal delivery; (2) three (3) days after deposited in the Canadian mails, postage prepaid; or (3) one (1) day after depositing, charges prepaid, with an overnight courier:

IF TO GFL:

Mr. Patrick Dovigi
100 New Park Place
Suite 500
Vaughan, Ontario, Canada L4K 0J3
Tel: 905-326-0101
Tel: 416-673-9385 ext. 5797

IF TO OWNER:

Mr. Brent Lamming
Director of Community Services
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Tel: 705-759-5314
Fax: 705-759-6605

(f) Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(h) Headings Only for Reference. The titles of sections of this Agreement are for reference purposes only, and shall be of no binding effect.

(i) Status of Parties. GFL and Owner shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between GFL and Owner.

(j) Waiver. The waiver by either GFL or Owner of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement. In order to be binding, any waiver must be in writing and signed by the party against whom enforcement is sought.

(k) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(l) Employee Status. It is understood and agreed that no agent, servant or employee of GFL
or any of its agents or subcontractors shall be, under any circumstances, deemed an agent, servant or employee of Owner and that no agent, servant or employee of Owner or any of its agents or subcontractors shall be, under any circumstances, deemed an agent servant or employee of GFL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GFL ENVIRONMENTAL INC.

Per:

_____
Patrick Dovigi
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Per:

Mayor – Christian Provenzano

City Clerk – Malcolm White
We have authority to bind the Corporation

Schedule "A"
of the
Naming, Advertising and Sponsorship Agreement
between
The Corporation of the City of Sault Ste. Marie, Owner,
and GFL ENVIRONMENTAL INC.

Arena Logo
(to be attached)
[Trademarks]

GFL ENVIRONMENTAL INC.
Per:

_____
Christopher Dovigi

I have the authority to bind the Corporation

THE CORPORATION OF THE
CITY OF SAULT STE MARIE
Per:

_____
Mayor – Christian Provenzano

_____
City Clerk – Malcolm White

We *have the authority to bind the Corporation*

Schedule "B"
of the
Naming, Advertising and Sponsorship Agreement
between
The Corporation of the City of Sault Ste. Marie, Owner
and GFL ENVIRONMENTAL INC.

Form of Luxury Suite License Agreement

SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE

LUXURY SUITE HOLDER LICENSE AGREEMENT

This Agreement made on the _____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called "THE CITY"

-AND-

GFL ENVIRONMENTAL INC.
Hereinafter called the "Suite Holder"

WHEREAS the City is the owner of the Sault Ste. Marie Sports & Entertainment Centre (hereinafter referred to as the "Centre") to be located on Queen Street East, in the City of Sault Ste. Marie, Ontario.

AND WHEREAS the City has agreed to offer a license for the use of a suite ("Suite") at the Centre, to the Suite Holder for ten (10) years, commencing August 1st, 2018. The annual fee is included in the Naming Rights Sponsorship however all tickets are to be purchased by GFL.

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

1. **GRANT OF LICENSE AND RELATIONSHIP**

1.01 The City hereby grants an exclusive license to the Suite Holder to use the Suite, during the Original Term, in accordance with the terms and conditions and Schedules A, B and C of this Agreement.

1.02 The relationship between the City and the Suite Holder is solely that of a proprietor and a party licensed for the non-full-time use and occupation of the Suite and not one of Landlord and Tenant, and nothing contained herein shall confer on or vest in the Suite Holder any title, ownership interest or estate in the

Suite, the Centre or the lands on which the Centre is constructed.

2. **INCLUDED SERVICES**

2.01 Except as otherwise provided during the Original Term, the City shall provide to the Suite Holder the following:

a) Two (2) parking spaces in the Centre's west parking lot entrance, designated by the City at its sole discretion and which may be changed from time to time, to be used for Events;

b) Housekeeping services after the conclusion of each Event; and

c) All utility services to the Suite, including water, heat, air conditioning and electricity.

2.02 The ordinary and necessary maintenance and repair in the Suite to be provided by the City shall not include maintenance and repair work required as a result of the negligence or vandalism (as determined by the City) by the Suite Holder or any guest of the Suite Holder ("Suite Holder Guest"). The City will have such damage repaired and that expense will be paid by the Suite Holder within 30 days of being invoiced by the City. The Suite Holder shall not affix to any surface of the Suite any nails, tacks, tape, staples or similar fasteners, without the expressed written permission of the City.

3. **FIXTURES, FURNISHINGS AND EQUIPMENT**

3.01 At the expense of the City, each Suite will include the standard features outlined in Schedule B.

The Suite Holder, at its cost, shall choose, purchase and install furniture and fixtures for the Suite that are quality products in good repair.

3.02 The City will provide a telephone line to the Suite. The Suite Holder will be responsible for contracting this directly with the telephone system provider and will be solely responsible for payments.

3.03 The Suite Holder shall not make any additions or alterations to the interior or exterior of the Suite or the furniture, fixtures and equipment without the express written permission of the City.

4. **SUITE HOLDER PRIVILEGES**

4.01 During the Original Term, upon presentation of an Event ticket showing Suite access, the Suite Holder or a Suite Holder Guest, as the case may be, will be allowed admittance to the Suite in accordance with the terms of this Agreement and specifically subject to rules and regulations attached hereto as Schedule C, or as amended from time to time by the City as provided to the Suite Holder.

4.02 The Suite Holder and its guests may access the Suite up to one (1.0) hour prior

to the scheduled Event start time and up to one-half (0.5) hour past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite cannot be used for overnight accommodation or residential or office purposes.

4.03 During the Original Term, the Suite Holder shall have the option of purchasing additional Event tickets for the Suite for which the City makes additional Event tickets available, provided however that the total number of tickets for the Suite issued or made available for each Event shall not exceed the maximum capacity of the Suite as determined by the Rules.

4.04 The number of occupants of the Suite shall not exceed the maximum capacity as determined by the Rules. No person shall be entitled to access and usage of the Suite without an Event ticket expressing Suite access for a specified event.

4.05 The Suite Holder may, with advance notice and at its own expense, obtain the services of one or more attendants through the City to be present at any Event to serve guests exclusively in their Suite alone. This service is beyond the minimum level of service which will be provided whereby one attendant may service a limited number of suites. The Suite Holder shall be charged by the City for the services provided by any attendants at rates determined by the City and such charges shall be payable at the time the service is provided.

4.06 A full range of catering services shall be available to the Suite Holder as per the regulations outlined in Schedule "C", "Rules and Regulations."

4.07 The Suite Holder and any Suite Holder Guest shall be entitled to enter the Centre by the VIP entrance as designated by the City. The City reserves the right to change the entrance privileges at its discretion if deemed necessary for operational purposes.

5. LICENSE TERM

5.01 The term of this Agreement shall be for the term of the Naming Rights Agreement

5.02 The term of the Agreement, which provides for the exclusive use of the Suite Holder's Suite for all spectator events in the Centre will be for the number of years indicated on page 1 of this Agreement.

6. EVENT CONDITIONS

6.01 An Event (the “Event”) is defined as any occasion when the Centre is open to the public subject to the purchase of a ticket to enter the Centre and where over 2,000 tickets have been or are anticipated to be sold.

6.02 The Suite Holder acknowledges and agrees that nothing contained herein shall constitute a representation, warranty, promise, covenant or guarantee by the City that a particular Event or any Events will be held or performed in the Centre during the Original Term and Additional Terms or at all.

6.03 The Suite Holder acknowledges that for certain non-Soo Greyhounds Events, the City may determine that the view from the Suite is obstructed due to the location of the stage and/or support equipment. In such cases, the City will use its best efforts to negotiate with the Event promoter the availability of alternate seating of the best quality available. During such an Event, the Suite Holder will still have the right to use the Suite for social purposes before, during and after the Event, subject to the limitations set forth in Section 4.02.

7. RIGHT OF ENTRY

7.01 The City and its employees and any manager or employees of the manager designated by the City shall have the continued right to enter the Suite at any and all times including, without limitation, for any purpose set forth in the Rules.

7.02 The Suite Holder shall not change the locks to the Suite or attempt to restrict access to the Suite by the City in any way.

8. EJECTION

8.01 The City and its employees and any manager and employees of the manager designated by the City reserve the right to eject from the Centre the Suite Holder or any Suite Holder Guest who, in the opinion of the City and its employees and any manager or employees of the manager designated by the City, is conducting themselves in an objectionable manner, and the Suite Holder hereby waives any and all claims for damages, liability or expense arising from the exercise of such right and the Suite Holder shall indemnify the City and its employees and the manager or employees of the manager designated by the City from and against any cost or damages arising from the exercise of such right. Such indemnification for any act or omission as shall occur during the Original Term of this Agreement and shall survive the termination of this Agreement.

9. FORCE MAJEURE

9.01 The City shall not be responsible to the Suite Holder to refund the License Fee or any part thereof or perform any term or condition of this Agreement if such performance is prevented by anything beyond the reasonable control of the City, whether caused by reason of strike, lockout or other labour dispute, civil violence, inability to procure materials, failure of electricity or other utilities, restrictive governmental laws or regulations enacted subsequent to the date of this Agreement, riots, insurrection, wars, acts of God, inclement weather or otherwise.

10. TERMINATION

10.01 In the event that the Suite Holder shall breach any terms or conditions of this Agreement in addition, to any other legal rights the City may have, the Suite Holder shall have 30 days to cure the breach after receiving written notice from the City, failing which the City may immediately terminate the license hereunder and retain all amounts paid by the Suite Holder to the City as liquidated damages as a genuine pre-estimate of the Centre damages or on account of the Centre

damages without prejudice to any other rights and remedies which the City may have at law or in equity, as the City may elect.

11. WAIVER INDEMNIFICATION AND DAMAGE

11.01 Neither the City, its officers, partners, agents or employees, nor any manager designated by it shall be responsible for any loss, damage or any injury to any person or to any of the property of the Suite Holder or any Suite Holder Guest resulting from any cause whatsoever, not limited to theft or vandalism, unless due to the wilful misconduct of the City or its designated manager.

11.02 The Suite Holder hereby agrees to defend, indemnify and save harmless the City and its councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any loss, damage, claim, action, suit, proceeding, deficiency, cause of action, demand or expense (including without limitation, reasonable legal fees) arising out of any personal injury or property damage occurring in or upon the Suite or the Arena resulting from :

(iv) any contravention of the provisions of this Agreement, the Rules, or any applicable laws, regulations or orders of any governmental agency having jurisdiction over the Arena or the Suite; or

(v) due to any negligence or willful act by GFL or those for whom GFL is in law responsible (including its employees and invitees).

11.03 If during any License year the Suite shall be destroyed or damaged so as to become unusable and the City elects to restore the Suite or to repair the damage, this Agreement shall remain in full force and effect and the City shall refund to the Suite Holder the portion of the License Fee which is equivalent to the portion of License Year that the Suite is unusable, provided however that no portion of the License Fee shall be refunded to the Suite Holder if the destruction or damage was caused by the Suite Holder or any Suite Holder Guest. If the City does not elect to restore or repair the Suite, this Agreement shall then terminate and the City shall, unless a reasonably comparable Suite is made available, refund to the Suite Holder the portion of the Fee which is equivalent to the remaining portion of the License Year, after deducting any amounts owed by the Suite Holder to the City.

12. INSURANCE

12.01 The Suite Holder agrees to maintain at all times during the currency of this licence

hereinbefore described, a minimum of Five Million ($5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O.

form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.

13. **ASSIGNMENT AND SUB-LICENSING**

13.01 Subject to 4.08, the Suite Holder shall not assign this Agreement or any of the Suite Holder's rights hereunder, including without limitation the Suite Holder's right to use the Suite during an Event without the consent of the City, such consent not to be unreasonably withheld.

13.02 The Suite Holder is prohibited from advertising an offer to sub-license the Suite.

13.03 The sale or assignment of the use of the Suite to a third party for one or more Events, which practice is commonly known as "scalping", for money, goods, services or any other consideration is strictly prohibited except as provided by section 4.08 and shall constitute a breach of this Agreement giving the City the right to terminate this Agreement pursuant to section 10.01.

13.04 The City shall be entitled to pledge or assign or grant a security interest in its rights in the Suite and under this Agreement including any revenues or other benefits receivable by the City hereunder, to any person, without the consent of the Suite Holder.

14. **REGISTRATION OF LICENSE AGREEMENT**

14.01 The Suite Holder shall not register this Agreement or any notice relating to this Agreement on the title to the lands on which the Centre is constructed.

15. **NOTICES**

15.01 Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party according to the terms of this Agreement, may be served personally or may be served by registered mail and, in such case, shall be deemed to have been served on the date of personal service or on the second business day following the date of mailing thereof. Until and unless changed by notice in writing served as herein provided, the address for notice to the Suite Holder shall be the address specified in Schedule "A" and the address for notice to the City shall be The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5N1.

16. **GOVERNING LAW**

16.01 This Agreement has been executed in and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

17. **COMPLIANCE WITH LAWS**

17.01 The Suite Holder shall in all respects abide by and comply with all statutes, rules, regulations and by-laws of lawful authorities in any manner whatsoever affecting the Suite or in the exercise in any manner of the rights arising under this Agreement.

18. **SEVERABILITY**

18.01 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

19. **TIME**

19.01 Time shall, in every respect, be of the essence of this Agreement.

20. **MISCELLANEOUS**

20.01 The personal information collected with regard to the purchase of Soo Greyhound Tickets and the Luxury Suite Holder Agreement is collected by the City of Sault Ste. Marie and the Soo Greyhounds Hockey Club to administer your account and for related marketing and sales purposes.

20.02 Anything which, in this Agreement, is made conditional upon the prior consent of the City, written or otherwise, shall not be undertaken until that consent is first had and received, and the City may grant or withhold such consent arbitrarily unless otherwise stated.

20.03 Anything which, in this Agreement, is to be determined or set by the City shall be determined or set by the City, as the case may be, at the City's sole discretion.

21. **ENTIRE AGREEMENT**

21.01 This Agreement contains all of the agreements of the City and the Suite Holder with respect to the subject matter hereof and no amendment or modification to this Agreement, including verbal agreements with employees or officers of the City, shall be effective unless same shall be evidenced in writing and executed by both the City and the Suite Holder.

21.02 The Suite Holder agrees to be bound by and to comply with the Rules, as amended, added to or deleted from time to time by the City, and hereby takes notice of paragraph 23 of the Rules which entitles the City to delete, add to or amend any or all of the Rules at its sole discretion.

22. **AGREEMENT BINDING**

22.01 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns. In the event the Suite Holder is a corporation, partnership or other legal entity other than a natural person, then the person signing on behalf of such entity warrants to the City that for and on behalf of such

entity and as its act and deed, he/she executed this Agreement after first having been duly authorized by such entity to do so.

IN WITNESS WHEREOF, the City and the Suite Holder have caused this Agreement to be executed by their duly authorized representatives as of the last date.

_____
GFL ENVIRONMENTAL INC.

_____
Patrick Dovigi
Authorized Representative for GFL

I have authority to bind the Corporation

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

_____
Authorized Representative for the City

I have authority to bind the Corporation

SCHEDULE "A"
to the
SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE
LUXURY SUITE HOLDER LICENSE AGREEMENT

SUITE ALLOCATION AND FEE

Suite Number:	Six (6)
Original Term (Years):	Ten (10) years
License Fee (Year 1 of Term):	Fee included in Naming Rights Agreement

Suite Holder:

GFL Environmental Inc.
100 New Park Place
Suite 500
Vaughan, Ontario, Canada L4K 0J3
Tel: 905-326-0101
Tel: 416-673-9385 ext. 5797

Authority for Ticket Purchases and Local Use:

Mr. Christopher Dovigi
GFL Environmental Inc.
86 Sackville Road
Sault Ste. Marie, Ontario, Canada P6B 4T6
Tel: 705-945-7554
Fax: 705-945-7857

SCHEDULE "B"
to the
SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE
LUXURY SUITE HOLDER LICENSE AGREEMENT

FIXTURES, FURNISHINGS AND EQUIPMENT

STANDARD FEATURES

- Wet bar servery / buffet-style millwork
- Suite beverage fridge
- Paint on walls
- Outlets including electrical, telephone, fax and cable T.V.
- Carpeting
- Upholstered stadium seats, upholstered bar stools
- Coat closet
- Full design and construction of above standard features

The above finishes, furnishings and equipment shall remain the property of the City upon the termination of this Agreement (for whatever reason) or expiration of the Original Term.

SCHEDULE "C"
to the
SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE
LUXURY SUITE HOLDER LICENSE AGREEMENT

RULES AND REGULATIONS

1. The Suite Holder may, supply and furnish the interior of the Suite with articles of appointment, such as chairs, sofa, tables, televisions, pictures, plants or insignia/logos, reasonable in size and in accordance with professional and commercial standards, with the prior written consent of the City. Any such articles of appointment shall be supplied and furnished and other minor additions or alterations to the Suite shall be made at the Suite Holder's expense and shall be free of any liens or encumbrances, in a good workmanlike manner, and in compliance with all applicable permits, authorization, building and zoning laws, ordinance, orders, rules, regulations and requirements of all governmental authorities having appropriate jurisdiction. Any furniture, fixtures and equipment or materials incorporated in or attached to the Suite by the Suite Holder shall become the property of the City unless the Suite Holder shall have obtained the written approval of the City to remove same prior to the expiration of the Original Term, and, if so removed, the Suite Holder, at the Suite Holder's expense, shall repair and restore the Suite to its condition as of the commencement of this license.

2. The Suite Holder shall not sell any food or alcoholic beverages whatsoever in the Suite. Any alcoholic beverages or food consumed in the Suite shall be obtained from the Centre, or a concessionaire designated by the City. The Suite Holder shall pay all bills in accordance with the City's payment policy for food, beverages and services furnished, sold or rendered to the Suite Holder or any Suite Holder Guest in connection with the use of the Suite. The City shall monitor all food and beverage menus and will ensure that fair and equitable pricing that is similar to a quality hotel in the Sault Ste. Marie area is being practiced.

3. The Suite has been declared a smoke-free facility by the City. As such, smoking is not permitted in the Suite by any occupant of the Suite.

4. The Suite Holder and any Suite Holder Guest shall at all times maintain proper decorum while using the Suite and shall not attach, hang or display any signs, banners, advertisements or notices in or around the Suite without the prior written consent of the City. Notwithstanding such consent, the Suite Holder shall remove forthwith any such signs, banners, advertisements or notices at the request of the City.

5. Certain Events may prohibit the use of movie cameras or video tape or audio recording equipment. The City and its employees and agents reserve the right to restrict the use of such equipment.

6. The Suite Holder and any Suite Holder Guest shall, while in the Suite or within the Centre or on its grounds, comply with all federal, provincial and local laws, rules and regulations governing the sale, possession and consumption of alcoholic beverages. The Suite Holder, whether present or not within the Suite, the Centre or on its ground, shall be responsible for controlling any Suite Holder Guest in this regard.

7. At the expiration of the term of this Agreement, the Suite Holder shall return the Suite to the City, clean and without damage, reasonable wear and tear excepted. Any damages shall be reported immediately to the City.

8. The public sale by the Suite Holder of any Suite tickets or Event passes issued or sold to the Suite Holder pursuant to this Agreement is strictly prohibited.

9. The Suite Holder may not offer use of the Suite in connection with a public promotional plan without the prior written consent of the City and such requests will not be unreasonably withheld.

10. The City may from time to time adopt appropriate systems and procedures for the security or safety of the Centre, any persons occupying, using or entering the Centre or any equipment, furnishings or contents thereof, and the Suite Holder shall comply with the City's reasonable requirements relating thereto.

11. Upon presentation of a Suite ticket or an Event pass for the Suite by the Suite Holder or a Suite Holder Guest, the Suite Holder or the Suite Holder Guest, as the case may be, shall be entitled access to and usage of the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half hour (0.5) past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite shall not be used for overnight accommodation or residential or office purposes.

12. At the end of the Original Term or upon earlier termination of this Agreement pursuant to the terms hereof, the Suite Holder shall promptly return to the City all keys, access devices, parking passes, Suite passes, Play-off Passes, and Event Passes or any other such items issued to the Suite Holder pursuant to the Agreement.

13. The City and its employees and agents shall have the continued right to enter the Suite at any and all times for:

    a) The performance of the duties required to be performed by the City under this Agreement and for any and all purposes related to this Agreement;

    b) To investigate any violation of the provisions of this Agreement, the Rules or any applicable governmental laws and regulations; and

    c) Generally, to inspect the Suite and its condition.

14. Repairs, maintenance, alterations or improvements to the Suite may only be conducted by the City. The Suite Holder may request such work to be done and, if approved by the City, the City will carry out such work in a manner which will not interfere with the use and enjoyment of other Suites within the Centre. Cost for such work shall be negotiated.

15. The Suite Holder shall obtain the City's prior written consent before moving furniture and equipment into or out of the Suite and shall ensure that such furniture and equipment being moved into or out of the Suite is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the City and the Suite Holder shall bring to the City's attention any damage to the Centre caused thereby. Should the Suite Holder not report such damage, the City will perform such repairs at its

option and at the expense of the Suite Holder.

16. The Suite Holder and any Suite Holder Guest shall place all refuse and garbage in proper receptacles and shall keep all corridors, stairwells, ducts and shafts in and around the Suite free of all garbage and refuse.

17. The Suite Holder and any Suite Holder Guest shall conduct themselves in a manner which is in accordance with all laws and City by-laws and in addition ensuring the “holder and guests” do not impair the use and enjoyment of the Centre by others or the operations of the Centre.

18. Housekeeping services shall be provided by the City following each Event, provided however that such housekeeping services shall not include the steam cleaning of the carpets in the Suites. The City may provide additional housekeeping services, including carpet cleaning at its sole discretion, at the request of the Suite Holder. If it is deemed that some extra housekeeping is required, an additional housekeeping charge shall be added to the Suite Holder's bill.

19. The maximum capacity of each Suite shall be 12 people respectively and is subject to change based on fire code and other applicable by-laws and governmental regulations.

20. The Suite shall not be used for overnight accommodation or residential purposes.

21. The Suite Holder shall give prompt notice to the City of any accident or any defect in the utility services provided to the Suite.

22. No flammable, dangerous or explosive material shall be kept in the Suite.

23. The City shall have the right to delete, add to or amend any or all of the Rules as the City deems desirable at its sole discretion for the safety, care and cleanliness of the Centre and the preservation of good order within the Centre and same shall be kept and observed by the Suite Holder Guest. The City may from time to time waive any of the Rules as applied to the Suite Holder, subject to 21.01. The City is not liable to the Suite Holder for any breach of the Rules by other Suite Holders.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-147

AGREEMENT: (C3.14) A by-law to authorize the execution of the Agreement between the City and Molson Coors Canada Inc. for the Beer Pouring Rights at the Sault Ste. Marie Event Centre, soon to be rebranded as the GFL Memorial Gardens.

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 July 1, 2018 between the City and Molson Coors Canada Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for the Beer Pouring Rights at the Sault Ste. Marie Event Centre, soon to be rebranded as the GFL Memorial Gardens.

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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AGREEMENT

SAULT STE. MARIE, ONTARIO

THIS AGREEMENT made this 1st day of July, 2018.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

- and -

MOLSON COORS CANADA INC.

("Molson")

OF THE SECOND PART

WHEREAS the City is the owner of the Essar Centre, a sports and entertainment centre located in the City of Sault Ste. Marie;

AND WHEREAS the City issued a Request for Proposal setting out the requirements for receiving the “Exclusive Beer Pouring Rights” for the Essar Centre under File #2018CDE-CS-AR-05-P (the “RFP”), a copy of which is appended as Schedule “A” to this Agreement;

AND WHEREAS Molson submitted a Proposal dated May 5, 2018 (the “Molson Proposal”) in response to the RFP, a copy of which is appended as Schedule “B” to this Agreement;

AND WHEREAS the City has accepted Molson as the successful proponent for the completion of the RFP, to receive Exclusive Beer Pouring Rights for the Essar Centre as set out in the RFP and Molson Proposal for a term of three (3) years, commencing July 1, 2018;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. TERM

(a) This Agreement shall be for a term of three (3) years commencing July 1, 2018 and ending on June 30, 2021 (the “Term”).

(b) The City reserves the right to negotiate with Molson for additional one (1) year periods at its discretion.

2. VENUE

Molson shall sponsor the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario (the “Venue”).

3. DESCRIPTION OF WORK

(a) The parties hereto acknowledge and agree that the RFP and the Molson Proposal, together with the within Agreement sets out the rights and obligations of the parties with respect to the “Exclusive Beer Pouring Rights” for the Venue. The parties further acknowledge and agree that all references to the word Agreement herein include *Schedules “A”, “B”* and *“C”* appended hereto.

(b) Molson shall provide all that is necessary and required to perform the work described and set out in the Agreement at its sole risk and expense.

(c) Molson shall perform all work required under this Agreement in a good, professional and skilled manner. Molson shall provide the highest standards of service and product for the duration of the Term.

4. EXCLUSIVE BEER POURING RIGHTS

(a) The City grants to Molson the following exclusive pouring rights (the "Pouring Rights") for the Venue:

i. Molson shall be the Exclusive Beer category sponsor;

ii. Molson shall be the "Official Beer Sponsor" of the Venue and shall have the exclusive right during the Term to refer to such designation in advertising, promotions and merchandising; and

iii. Molson shall have the maximum pouring rights allowed by applicable law for all licensed areas in the Venue.

(b) For the purposes of this Agreement "Beer" shall include alcohol, non-alcoholic malt beverages, wine coolers and spirit-based coolers.

(c) Molson understands and agrees that the Organizers of certain national and international events occurring at the Venue may have a requirement that a competing brand of beer be made available for sale at that event. No allowance will be made to Molson as a result of this requirement.

(d) Molson further understands and agrees that the exclusivity in beer pouring rights is limited to the actual Venue building, surrounding property and parking lot.

(e) It should be noted that exclusivity in Beer Pouring Rights shall be limited to Draft Beer Sales, and the majority of Bottled and Canned Beer sales. Sale of product in containers from various local craft breweries shall be permitted at limited locations within the Event Centre. There will be only small amounts of point of sale advertising of these products permitted; primarily availability through posted bar menus. Products sales of craft beer will be maintained at less than 15% of the sales volume of beer in containers.

5. POURING RIGHTS FEES

In consideration of the Pouring Rights, Molson shall pay the City a pouring rights fee as provided in Schedule "C" to this Agreement (the "Pouring Rights Fee") due on the dates provided in Schedule "C". The foregoing payments are each subject to Harmonized Sales Tax (HST) calculated at the applicable rate payable, currently thirteen (13%) percent, at the time each respective payment is due. The total value of this Agreement is One Hundred Eleven ($111,000.00) Thousand Dollars plus applicable taxes.

In addition, Molson Coors agrees to supply cups for the draft volume purchased by the venue each year estimation at $4,000 and agrees to purchase one (1) additional one-night Suite Rental per season within the terms of the agreement ($2,000/year).

6. INSURANCE

(a) The City shall provide and maintain comprehensive general liability insurance coverage in an amount not less than Five Million ($5,000,000) Dollars per occurrence during the Term of this Agreement naming Molson as an “Additional Named Insured”. Upon execution of this Agreement, the City shall provide Molson with evidence of such insurance coverage in the form of a Certificate of Insurance.

(b) Molson shall provide and maintain comprehensive general liability insurance coverage in an amount not less than Five Million ($5,000,000) Dollars per occurrence during the Term of this Agreement naming the City as an “Additional Named Insured”. Upon execution of this Agreement, Molson shall provide the City with evidence of such insurance coverage in the form of a Certificate of Insurance.

(c) Molson shall provide fire, theft, vandalism and liability insurance to cover their equipment or property (if any) while on the Venue. Upon execution of this Agreement, Molson shall provide the city with evidence of such insurance coverage in the form of a Certificate of Insurance. Molson further covenants that it shall not make a claim against the City nor shall it hold the City responsible for loss or damage caused by fire, vandalism, or theft to such equipment or property.

7. INDEMNIFICATION

(a) During the Term and thereafter, the City agrees to indemnify Molson, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents, from and against any and all expenses, damages, claims, liabilities and costs whatsoever (including attorney's fees and expenses) suffered or incurred by any of them and arising in connection with:

i. the breach by the City, its officers, directors, agents or employees of this Agreement; or
ii. the wilful misconduct or the negligent act or omission of the City, its officers, directors, agents or employees.

(b) During the Term and thereafter, Molson agrees to indemnify and save harmless the City, its officers, directors, agents or employees, from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss whatsoever (including attorney's fees and expenses) which the City may bear, suffer, incur, become liable for, or be put to by reason of, arising out of or in consequence of:

i. the breach and/or violation of non-performance by Molson, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents of any provision of this Agreement;
ii. the use of the Venue or in connection with the work covered by this Agreement; or
iii. any act, neglect or default by Molson or any of its partners, licensed brands and affiliates and their respective directors, officers, employees and agents.

Molson further covenants that the indemnity herein contained shall extend to all claims, losses, costs and damages by reason of or arising out of improper or faulty erection of equipment or property erected or installed in connection with this Agreement by Molson, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement notwithstanding anything in this Agreement to the contrary.

(c) Molson shall obtain all necessary approvals and authorizations and comply with all laws, by-laws, rules and regulations of any governing body with respect to the work required to be performed by Molson and any other matters arising directly and indirectly from this Agreement. Molson shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including attorney's fees and expenses) which the City may suffer, incur, become liable for, or be put to by reason of, arising out of or in consequence of noncompliance by Molson with such laws, by-laws, rules and regulations and failure by Molson to obtain such approvals and authorizations.

8. TERMINATION

(a) This Agreement may be terminated by either party immediately upon written notice to the other party:

i. in the event of the winding up, dissolution, liquidation, bankruptcy or insolvency of the other party;
ii. if any execution or other enforcement process becomes enforceable against any material property of the other party; or
iii. if the other party breaches a material term or condition of this Agreement and fails to remedy such breach within ten (10) days from the receipt of notice thereof.

(b) Upon expiry or termination of this Agreement, the City shall exercise the option to require Molson, at Molson's expense, to remove from the Venue all equipment and property (if any) within fourteen (14) days. In the event that the City exercises such option to require Molson to remove the equipment and property, and in the further event that Molson fails to remove the equipment and property during the fourteen (14) day period, the parties hereto acknowledge and agree that such equipment and property shall be deemed as abandoned and shall vest with the City without obligation to Molson.

9. APPROVALS

Nothing herein shall be construed as granting the City any right to use Molson's name, logos, trademarks or other property in any way without the prior approval of Molson. All advertising, promotions or merchandising programs relating to Molson's sponsorship of the Venue may be subject to the prior approval of regulatory authorities.

10. TAXES

Any Canadian federal or provincial Harmonized Sales Tax, Quebec or similar value-added tax, and any sales or use tax, imposed on transactions between Molson and the City contemplated under this Agreement shall be the subject of an additional charge and shall be shown separately on any invoice or similar document together with the

required tax registration numbers and any other information required by law. Neither party will be held liable for penalty or interest charges associated with any federal or provincial tax assessments levied against the other party. For the purpose of charging or collecting HST, the City represents and warrants that its registration number is 122023120. Molson represents and warrants that its HST registration number is 856144035 RT0001.

11. NOTICES AND ADDRESSES

All notices required to be given under this Agreement shall be given by personal delivery, facsimile transmission, prepaid regular mail, or prepaid courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section. Such service shall be deemed given:

i. the same day as delivery when delivered by personal delivery or by facsimile transmission;
ii. five (5) days after deposited in the Canada Post mail, postage prepaid; or
iii. one (1) day after depositing, charges prepaid, with an overnight courier:

In the case of notice to Molson:

Clayton Bertrand, District Sales Manager
Molson Coors Canada
33 Carlingview Drive
Toronto, Ontario M9W 5E4
Tel: 705-797-1406
Fax:

In the case of notice to the City:

Mr. Brent Lamming
Director, Community Services
The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Tel: 705-759-5314
Fax: 705-759-6605

12. INTERFERENCE, WASTE OR NUISANCE

Molson shall not do or cause to be done, any action which would damage, waste disfigure or injure any property owned by the City. Molson shall further conduct itself and perform the work set out in this Agreement in a manner which does not interfere with the operation of the Venue or otherwise cause a nuisance. Any costs incurred by the City to repair the Venue or property owned by the City resulting from such waste

and nuisance as set out herein shall be payable by Molson to the City immediately upon demand by the City.

13. PROPRIETARY RIGHTS

The parties hereto acknowledge and agree that this Agreement in now way confers any rights, benefits or title in the Venue or property owned by the City to Molson and that the Venue and any and all property and part thereof owned by the City is the property, title and right of the City.

14. GENERAL

(a) Molson acknowledges that the City is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, which may require the release of this Agreement or the terms thereof upon request. The Act gives persons a right of access to information held by the City. The right of access is subject to the exemptions contained in the Act.

(b) The parties shall not assign or transfer this Agreement without the prior written consent of the other party.

(c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and to their respective successors and permitted assigns.

(e) In the event that any provision of this Agreement or the schedules attached thereto is found to be illegal or be unenforceable under the law now or hereafter in effect, such illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement.

(f) This Agreement, including schedules, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all previous agreements or understandings between the parties with respect to the subject matter herein, whether written or oral, expressed or implied.

(g) Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party is or shall be deemed to be an associate, partner, principal or agent of the other party.

(h) The City covenants that he has good right, full power, and absolute authority to grant this Agreement to Molson and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs,

executors, administrators, successors, assigns and subsequent purchasers. Molson covenants that he has good right, full power, and absolute authority to grant this Agreement to the City and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

(i) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Courts in the Province of Ontario shall have the exclusive jurisdiction to adjudicate any matter which may arise in connection with this Agreement, and the parties hereby accept, submit and attorn to the non-exclusive jurisdiction of such courts and all courts competent to hear appeals therefrom.

15. SCHEDULES

It is agreed by the parties that the attached Schedule "A" - the RFP, Schedule "B" - the Molson Proposal and Schedule “C” - the Pouring Rights Fee, shall form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 1st day of July, 2018.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Mayor – Christian Provenzano

_____
City Clerk – Malcolm White

MOLSON COORS CANADA INC.

_____
Drew Munro, Area Vice President – Market Development

Attachments:

Schedule "A" – The Corporation of the City of Sault Ste. Marie, Request for Proposal - “Beer Pouring Rights – Essar Centre”.

Schedule "B" – The Proposal submitted by Molson Coors Canada dated May 5, 2018.

Schedule “C” – Pouring Rights Fee.

SCHEDULE “C”

POURING RIGHTS FEES

In consideration of the Exclusive Beer Pouring Rights as set out in the Agreement, Molson shall pay the City a fee plus Harmonized Sales Tax (HST) at the applicable rate (currently 13 percent) as follows:

Payment Date	**Payment Due**
July 1, 2018	$37,000.00 plus applicable HST
July 1, 2019	$37,000.00 plus applicable HST
July 1, 2020	$37,000.00 plus applicable HST
July 1, 2021	$37,000.00 plus applicable HST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-149

REGULATIONS: (R1.1) A by-law to exempt the wedding of Meeka Tomasic at 5 McGregor Avenue on August 11, 2018 from 5:00 p.m. to 1:00 a.m. from Noise Control By-law 80-200.

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 wedding of Meeka Tomasic on August 11, 2018 from 5:00 p.m. to 1:00 a.m. 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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-151

ZONING: (P1.1(1)) A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 100 Estelle Street (1972659 Ontario Ltd. – Gervasi).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **100 ESTELLE STREET; LOCATED ON THE NORTHEAST CORNER OF ESTELLE AND MOODY STREETS; CHANGE FROM I TO R3 AND R3.S WITH A "SPECIAL EXCEPTION"**

   The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 56/1-72 of Schedule "A" to By-law 2005-150, is changed from I (Institutional) zone to R3 (Low Density Residential) zone and R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by adding the following subsection 2(372) and heading as follows:

   "2(372) 100 Estelle Street

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northeast corner of Estelle and Moody Streets and having civic no. 100 Estelle Street and outlined and marked "Subject Property" on the map attached as Schedule 372 hereto is changed from:

   1. The portion of the subject property shown as Additional Future Low Density Residential Development on the map attached is changed from I (Institutional) zone to R3 (Low Density Residential) zone.

   2. The remainder of the subject property is changed from I (Institutional) zone to R3.S (Low Density Residential) zone with a "Special Exception" to permit, in addition to the uses permitted in a R3 zone, up to 25 dwelling units within the existing building, subject to the following special provisions which apply to the 25-unit apartment building only;

a. that a 1.5m fence to be permitted to be erected in a front yard; and
b. that required parking be permitted to be located in an exterior side yard."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

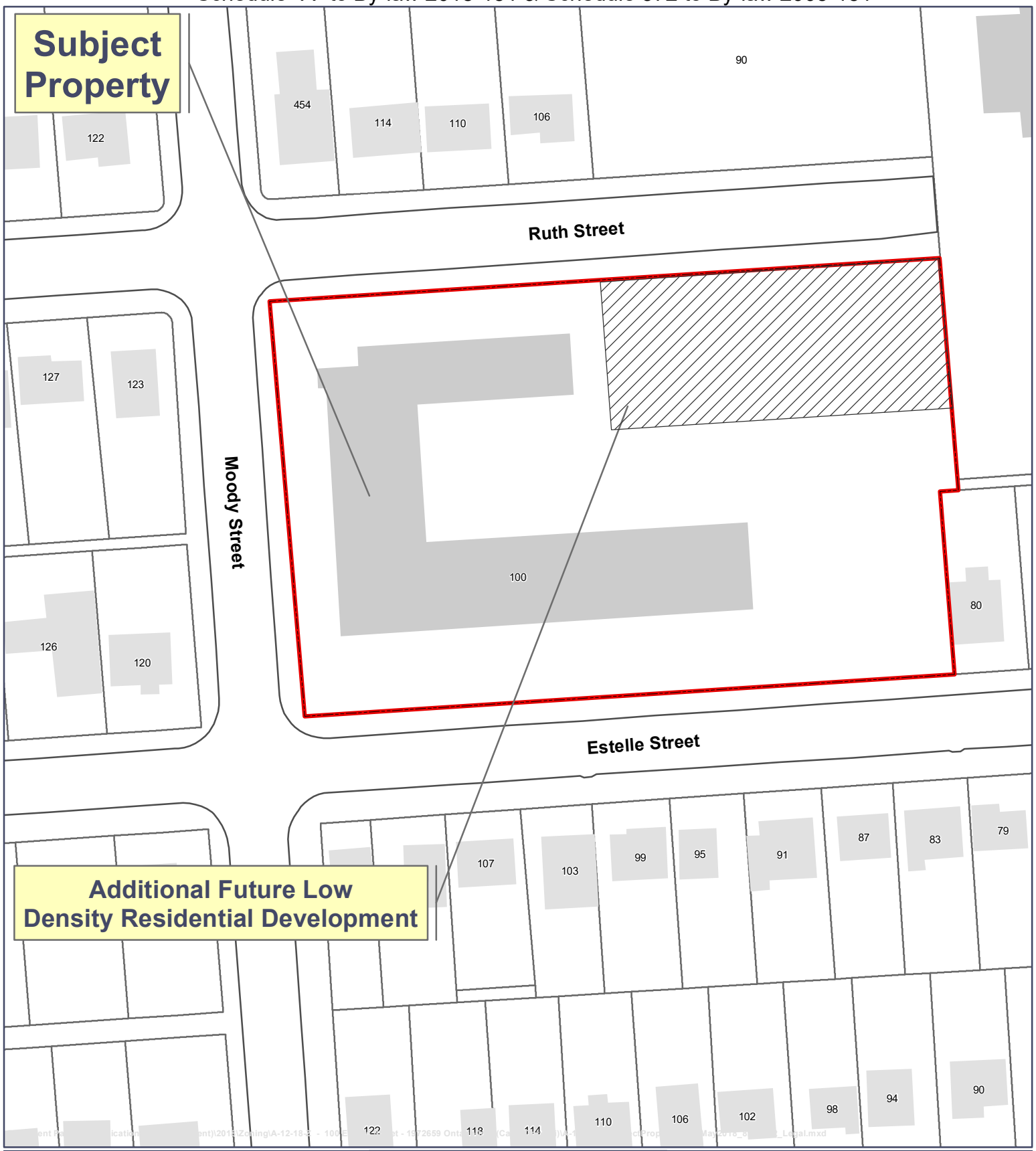
PASSED in Open Council this 16th day of July, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2018\2018-151 (Z) 100 Estelle Street\By-law 2018-151.docx

Schedule "A" to By-law 2018-151 & Schedule 372 to By-law 2005-151



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

Property Information

Civic Address: 100 Estelle Street
Roll No.: 050004094000000
Map No.: 56 / 1-72
Application No.: A-12-18-Z
Date Created: May 01, 2018

Legend

Subject Property: 100 Estelle Street
Parcel Fabric

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

0 5 10 20 Meters
1:1,000

N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-152

PLANNING: (P1.10(1)) A by-law to designate the entire municipality of the City of Sault Ste. Marie as a Community Improvement Project Area and to implement and adopt the Sault Ste. Marie Economic Growth Community Improvement Plan.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 28(2), (4), (7) AND (7.1) of the *Planning Act*, R.S.O. 1990, c.P.13 **ENACTS** as follows:

1. **COMMUNITY IMPROVEMENT PROJECT AREA**

The Council of the City of Sault Ste. Marie hereby designates as a Community Improvement Project Area the entire municipality. This designation will allow City Council to consider grants, government loans, tax assistance or other incentives to encourage development or re-development throughout the municipality.

2. **SAULT STE. MARIE ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN**

The Community hereby adopts and agrees to implement the Sault Ste. Marie Economic Growth Community Improvement Plan for the purpose set out in section 1 hereinabove. The Plan is attached as Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **BY-LAW 2006-32 REPEALED**

By-law 2006-32 is hereby repealed.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of July, 2018.

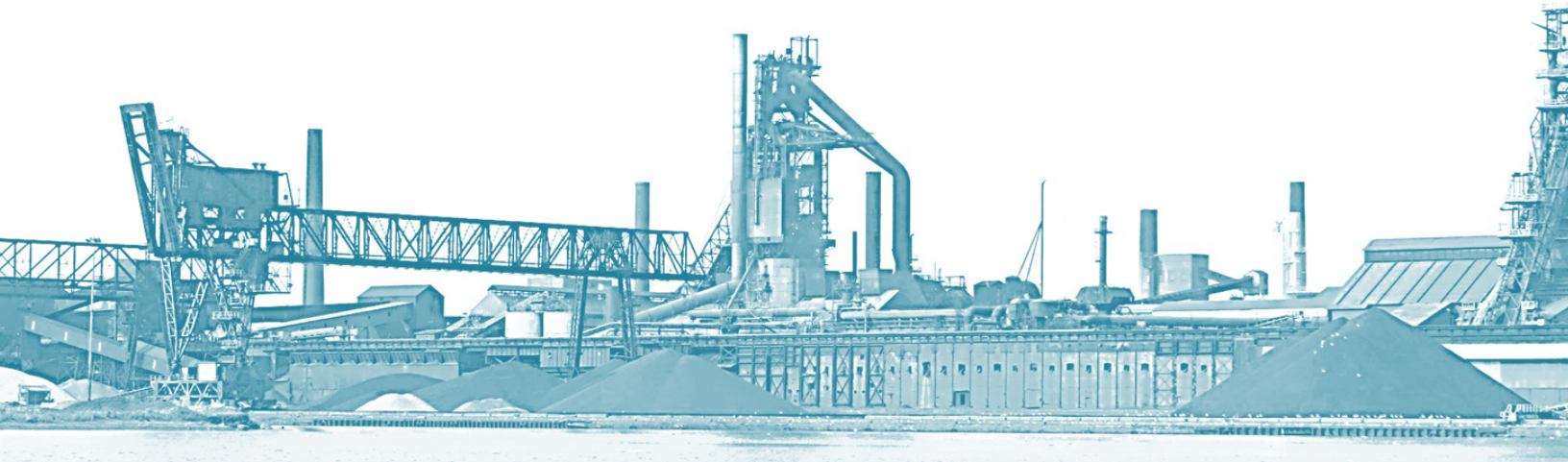
MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-152 INDUSTRIAL COMMUNITY IMPROVEMENT PLAN P1.10(1).DOC



Economic Growth Community Improvement Plan 2018



5016

City of Sault Ste. Marie

SAULT STE. MARIE

ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN 2018

Legislative Authority

Section 28 of the Planning Act and Section 365.1 of the Municipal Act allows municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allows City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project Area.



This Economic Growth Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants or loans, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Section 28(7.1) of the Planning Act defines eligible costs to include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of land and buildings for rehabilitation purposes or for the provision of energy-efficient uses, buildings, structures, works, improvements or facilities.

The Economic CIP is consistent with Section 106 of the Municipal Act.

Public Notice of City Council's intent to adopt the Economic Growth CIP was published in accordance with Section 28(5) of the Planning Act.



Background

Between 1981 and 2006, the City's manufacturing employment decreased from 12,895 to 4,520 jobs; a loss of nearly 65%. This trend is continuing with the 2016 census reporting local manufacturing employment at 3,525, a further decline of approximately 1000 jobs. This has resulted in population decline and reduced property values throughout the community.

Although manufacturing jobs have traditionally formed the community's economic base, export oriented employment also includes:

- agriculture, aquaculture and food processing
- arts, culture and creative industries
- digital economy
- forestry and value-added forestry related industries
- health sciences
- minerals sector and mining supply and services
- primary, secondary, value-added and advanced manufacturing
- renewable energy and services
- tourism
- transportation, aviation and aerospace industries
- water technologies and services

The intent of the Economic Growth Community Improvement Plan is to increase Sault Ste. Marie's competitiveness in attracting major new investment to the community in partnership with senior levels of government.

Specifically, the Economic Growth CIP permits the use of property tax grants as an incentive to encourage new investment and employment. A grant may be provided as a direct payment or as a tax credit.

The Economic Growth Community Improvement Project Area is shown on Schedule "A." This area includes all properties within Sault Ste. Marie.

Addressing the Challenge

Since 2003 the City, with financial assistance from both the Federal and Provincial governments, has invested more than $4 million to acquire property and extend water, sewer, road and rail services in industrial areas. Some of these properties benefit from having direct access to a major truck route, rail service through Algoma Steel and the deep-water port facilities provided by Purvis Marine Limited.

The Economic Growth CIP permits a financial incentive to create new jobs and reverse the recent population decline.

The Project Goals and Objectives are:

- To attract significant investment and employment to Sault Ste. Marie
- To further diversify the local economy
- To increase the municipality's tax base
- To capitalize upon the significant investments that were made to acquire and service some industrial lands within the Project Area.



Relevant Planning Policies and Regulations

Provincial Policy Statement

The Provincial Policy Statement 2014 requires that municipalities:

- Manage and direct land use to achieve efficient development and land use patterns (Section 1.1)

- Promote economic development and competitiveness by planning for, protecting and preserving employment areas for current and future uses (Section 1.3)

- Provide infrastructure and public service facilities in a coordinated, efficient and cost-effective manner to accommodate projected needs. (Section 1.6)

- Long-term economic prosperity should be supported by optimizing the long-term availability and use of land, resources, infrastructure and public facilities; and by promoting the redevelopment of brownfield sites. (Section 1.7)

The Economic Growth Community Improvement Plan is consistent with and supports the Provincial Policy Statement 2014.



Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario requires that municipalities:

- Create a highly productive region, with a diverse, globally competitive economy that offers a range of career opportunities for all residents. (Section 1.4)

- Work with the Province to focus economic development strategies on existing and emerging priority economic sectors. (Section 2.2)

The Economic Growth Community Improvement Plan is consistent with and supports the Growth Plan for Northern Ontario 2011.



Community Adjustment Committee Recommendations

In 2017, the City in partnership with the Ministry of Advanced Education and Skills Development created a Community Adjustment Committee to make recommendations on improving economic growth and diversity, social equity, cultural vitality and environmental sustainability in Sault Ste. Marie. The Committee's final report "A Common Cause and New Direction for Sault Ste. Marie" identified eight overarching goals among a total of 35 recommendations. These recommendations include: a refocus on economic and community development, growth from within, and new efforts to grow the information technology, global tourism and research sectors.

The Economic Growth CIP conforms with and implements the recommendations of the Community Adjustment Committee.

City of Sault Ste. Marie Corporate Strategic Plan

The City's Corporate Strategic Plan identifies Community Development and Partnerships as a strategic focus area. Specifically, "foster an environment where economic development dollars are maximized so that existing and new businesses can flourish."



Official Plan

The Economic Development Section (Part III) of the City's Official Plan identifies the following goals:

- To ensure that adequate employment opportunities and other financial resources are available to permit all residents to enjoy a good standard of living.

- To identify new wealth creating opportunities.

- To assist local business and other community groups to develop these opportunities.

The Industrial Land Use section (Part VI) of the City's Official Plan states:

- Where private interests are unable to maintain an acceptable inventory, the City shall acquire and develop industrial land. The City may enter into partnerships with private interests for the development and marketing of industrial lands.

The Official Plan also includes a number of specific policies on and Commercial Land Use (Section 2.3.2) and Industrial Land Use (Section 2.3.3).

The Economic Growth Community Improvement Plan conforms to the City's Official Plan.

Industrial Land Development Strategy

In 2001, City Council approved an Industrial Land Development Strategy that reviewed a number of properties that may be suitable for industrial development throughout the community. The recommendations included acquiring and servicing both the Yates Avenue Industrial Area and the Leigh's Bay Road Industrial Area as priorities. Both properties have since been purchased and serviced by the City.

Economic Growth CIP Incentive Program Criteria

To be eligible for the proposed financial incentives described below, the following criteria will be applied:

- Eligible program participants must be primarily export oriented businesses in the following sectors:

    - agriculture, aquaculture and food processing
    - arts, culture and creative industries
    - digital economy
    - forestry and value-added forestry related industries
    - health sciences
    - minerals sector and mining supply and services
    - primary, secondary, value-added and advanced manufacturing
    - renewable energy and services
    - tourism
    - transportation, aviation and aerospace industries
    - water technologies and services



- A significant total project investment as determined by the CIP Committee is required, creating or protecting existing jobs during the program excluding jobs solely associated with construction.

Eligible program participants include registered owners, assessed owners, tenants and assignees as identified in Section 28(7) of the Planning Act.

Subject to City Council approval, the following financial incentives may be used to encourage new development and the rehabilitation of lands and buildings that meets the eligibility criteria within the Project Area:

- A grant of up to $100,000 per project or as approved by City Council

or

- A grant of up to 100 percent of the incremental increase in the municipal portion of the property taxes for up to three years resulting from the development, rehabilitation and reassessment of lands and buildings within the Project Area.

The total value of any grant cannot exceed the cost of redevelopment.

In addition, eligible program participants may apply for educational tax assistance of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Applications for this program should be made directly to the Ontario Ministry of Finance.



Administration

Project incentives available under this Community Improvement Plan will be administered by a CIP Committee with representation from the City's Community Development and Enterprise Services, Finance and Planning. Final approval of any assistance is subject to City Council authorization.

- An application to the City must be received prior to the application for a building permit for the project to be considered under the program.

- Property taxes must not be in arrears at the time of application or throughout the duration of the project.

- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.

- Applicants must agree to not file a property tax appeal while receiving a grant under this program.

- The property will not be eligible for a vacancy rebate during the program.

- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.

- Approved project incentives are applicable to the registered owner and the grant is assignable to any person to whom such an owner has assigned the right to receive the incentive such as a tenant or other assignee.

- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.

- This program will remain in effect for five years, but may be extended by City Council subject to appropriate review and notice.

- Additional information is contained in the Economic Growth CIP guide & application.

Where a grant is approved, the following conditions apply:

- Approval is subject to a contribution agreement

- Funds will be released upon receipt of invoices and proof of payment for completed work

Where the grant program is approved for use, the following conditions apply:

- The grant is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.

- The maximum grant will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.

- The municipal portion of the grant will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.

- If the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further grant shall be given by the City. Nothing in this section prevents the City from entering into a new agreement with any subsequent owners of the property to receive the balance of the grant under this program.



City Council will review this Community Improvement Plan annually to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentives without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

If a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the bylaw,

and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-153

PROPERTY SALE: (PR1.100) A by-law to authorize the sale of surplus property being civic 205 Greenfield Drive and abutting walkway, legally described in PINS 31566-0037 and 31566-0038 to Ontario Aboriginal Housing Support Services Corporation.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 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 Ontario Aboriginal Housing Support Services Corporation or as otherwise directed at the consideration shown and upon the conditions 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. **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 16th day of July, 2018.

_____

MAYOR - CHRISTIAN PROVENZANO

_____

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2018-153

PURCHASER: ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

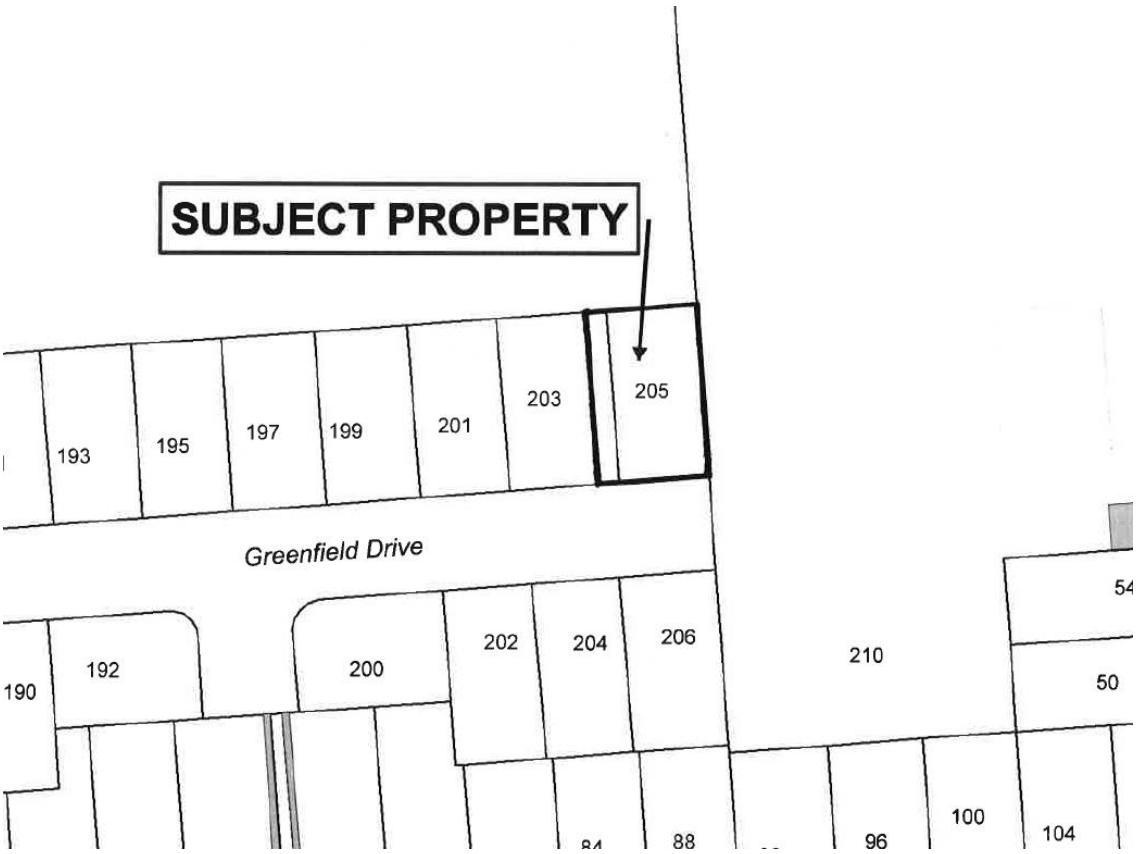
ADDRESS: 205 GREENFIELD DRIVE & ABUTTING WALKWAY

LEGAL DESCRIPTION: PIN 31566-0037 PT LT 1 PL H518 KORAH AS IN T164389; SAULT STE. MARIE

- and -

PIN 31566-0038 PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE

CONSIDERATION: SEVENTY-FIVE THOUSAND AND ONE ($75,001.00) DOLLARS



\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-153 - Sale of 205 Greenfield Drive to Ontario Aboriginal Housing.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-154

AGREEMENT: (P1) A by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation for various downtown development initiatives.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Northern Ontario Heritage Fund Corporation, a copy of which is attached as Schedule “A” hereto. This Agreement is for various downtown development initiatives.

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 16th day of July, 2018

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-154 - NOHFC Funding Agreement.docx

THE AGREEMENT made in duplicate

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

("**NOHFC**")

- and -

CITY OF SAULT STE. MARIE

a municipal corporation existing under the laws of Ontario

(the "**Recipient**")

Background:

NOHFC has among its objects the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency;

(e) "include", "includes" and "including" shall not denote an exhaustive list; and

(f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 **Definitions.** In the Agreement the following terms shall have the following meanings:

"**Agreement**" means this agreement for Project number 8100369 entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

"**Conflict of Interest**" has the meaning ascribed to it in section 7.2.

"**Effective Date**" is the date the Agreement is signed by NOHFC.

"**Eligible Project Costs**" means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between January 10, 2018 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule "B".

"**Event of Default**" has the meaning ascribed to it in section 14.1.

"**Excess Funds Amount**" means the excess, if any, of X – Y where
"X" is the amount of Funds provided to the Recipient under the Agreement; and
"Y" is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

"**Financial Incentives**" means the financial incentives being offered under the Recipient's Façade Grant Program, Building Activation Grant Program for vacant spaces, Upper-floor Residential Conversion Grant Program, and Public Realm Enhancement Grant Program as part of its 2018 Downtown Development Initiative.

"**Funding Year**" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"**Funds**" means the money NOHFC provides to the Recipient pursuant to the Agreement.

"**Indemnified Parties**" means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

"**Ineligible Project Costs**" means all Project costs that are not Eligible Project Costs, including but not limited to, costs related to streetscape improvements for a "Welcome Feature" on Huron Street;

"**Maximum Funds**" means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) $600,000

"**NOHFC Claim Schedule**" means the NOHFC claim schedule set out in Schedule "C".
"**Northern Ontario**" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.

"**Notice**" means any communication given or required to be given under the Agreement.

"**Party**" means either NOHFC or the Recipient and "**Parties**" means NOHFC and the Recipient.

"**Project**" means the undertaking described in Schedule "A" and in the Project Plan in Schedule "C".

"**Project Budget**" means the budget for the Project set out in Schedule "B".

"**Project Costs Chart**" means the chart of Project costs set out in Schedule "B".

"**Project Funding Chart**" means the chart of Project funding set out in Schedule "B".

"**Project Percentage**" means 46.14%

"**Project Plan**" means the chart setting out milestones/activities and timelines for the Project in Schedule "C".

"**Quarter**" or "**Quarters**" means one or more of the following four periods of time in NOHFC's fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

"**Reports**" means the financial and progress reports described in Schedule "E" and any other reports requested by NOHFC.

"**Request for Funds**" means the form set out in Schedule "D" of the Agreement.

"**Wind Down Costs**" means the Recipient's reasonable costs to wind down the Project.

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;

(c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and

(d) no Conflict of Interest exists.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance**. The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

(a) establish procedures to ensure the ongoing effective functioning of the Recipient;

(b) establish decision-making mechanisms;

(c) provide for the prudent and effective management of the Funds;

(d) establish procedures to enable the successful completion of the Project;

(e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and

(g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting documentation.** Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

2.5 **Approval of assessment criteria for Financial Incentives.** NOHFC is not obligated to provide any Funds to the Recipient until the Recipient provides a written explanation satisfactory to NOHFC of how it will (i) assess applications for Financial Incentives (including established guidelines and reporting requirements); (ii) conduct its risk assessments of the projects proposed for funding; (iii) assess how it will obtain value for money in relation to the Financial Incentives; (iv) ensure transparency and fairness in the Financial Incentives award process, and (v) monitor and report to NOHFC on the results of the Financial Incentive projects funded wholly or in part with the Funds.

2.6 **Consents from individual applicants.** If an applicant for a Financial Incentive is an individual, the Recipient shall provide to NOHFC a copy of the individual's application, and a consent to the collection, use and disclosure of personal information in substantially the form appended as Schedule "G," signed by the applicant.

ARTICLE 3
TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

3.1 **Term**. The term of the Agreement shall commence on the Effective Date and shall expire one year after the Project completion date set out by the Recipient in Schedule "C" (the "**Expiry Date**") unless terminated earlier pursuant to Article 13 or Article 14.

3.2 **Project and use of Funds**. The Recipient shall:

(a) carry out the Project;

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and other orders, rules, by-laws, and industry standards applicable to any aspect of the Project;

(b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;

(c) use the Funds only for the purpose of carrying out the Project; and

(d) spend the Funds only in accordance with the Project Budget.

ARTICLE 4
CHANGES

4.1 **No changes.** The Recipient shall:

(a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient; and

(b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 **Notification**. The Recipient shall notify NOHFC promptly if it becomes aware of:

(a) any actual or potential material changes to the Project and/or Project Budget; and

(b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

ARTICLE 5
FUNDS, PAYMENT AND CARRYING OUT THE PROJECT

5.1 **Obligation to fund.**

(a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.

(b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 **Payment of Funds.**

(a) Subject to the terms and conditions of the Agreement, NOHFC shall:

(i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;

(ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

(b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:

(i) a completed Request for Funds; and

(ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

5.3. **Limitations on funding**.

(a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:

(i) vary the amount of Eligible Project Costs that it reimburses; and

(ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.

(b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.

(c) In the event the Recipient:

(i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than $100,000;

(ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or

(iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds $100,000,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

(d) NOHFC shall hold back 10% of $600,000, to be released only after all of the following have occurred:

(i) completion of the Project in accordance with the Agreement;

(ii) receipt by NOHFC of all Reports required under the Agreement; and

(iii) receipt by NOHFC of the final Request for Funds for the Project.

(e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.

(f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.

(g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. **Conditions of funding**. NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

(a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;

(b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed, including but not limited to a duly passed resolution from the Downtown Association confirming the organization's commitment to contribute at least $10,000;

(c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8.0. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;

(d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project; and

(e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer.

ARTICLE 6
ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF BUILDINGS AND FACILITIES.

6.1 **Acquisition of supplies, equipment or services.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than $25,000 a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over $25,000 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.

6.2 **Disposal of assets.** The Recipient shall not, during the term of the Agreement and for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded $10,000 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.

6.3 **Buildings and Facilities**. Unless NOHFC otherwise agrees in writing, Recipient shall own or lease all buildings or facilities purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.

ARTICLE 7
CONFLICT OF INTEREST

7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.

7.2 **Conflict of Interest includes.** For the purposes of this Agreement, a Conflict of Interest includes:

(a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and

(b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

7.3 **Disclosure to NOHFC.** The Recipient shall:

(a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and

(b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of such disclosure.

ARTICLE 8
REPORTING, ACCOUNTING AND REVIEW

8.1 **Preparation and submission**. The Recipient shall:

(a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;

(b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;

(c) ensure that all Reports are completed to the satisfaction of NOHFC; and

(d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

8.2 **Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

8.3 **Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

(a) inspect and copy the records and documents referred to in section 8.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.

8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.

8.6 **Auditor General**. For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

8.7 **Audit report**. If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:

(a) Funds received to date;

(b) Eligible Project Costs incurred by the Recipient to date;

(c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and

(d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

ARTICLE 9
CREDIT

9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.

9.2 **Publication**. If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.

9.3 **Signage**. At NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project as approved by NOHFC.

ARTICLE 10
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 11
INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement.

ARTICLE 12
INSURANCE

12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than $2,000,000 per occurrence. The policy shall include the following:

(i) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(ii) a cross-liability clause;

(iii) contractual liability coverage; and

(iv) a 30 day written notice of cancellation.

12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.

12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.

12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

ARTICLE 13
TERMINATION ON NOTICE

13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:

(a) shall have no further obligation to make any payment of Funds;

(b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and

(c) may determine the Recipient's reasonable Wind Down Costs, and either:

(i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or

(ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 14
EVENT OF DEFAULT AND CORRECTIVE ACTION

14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

(a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;

(b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;

(c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:

(i) carry out the Project;

(ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;

(iii) use or spend Funds; and/or

(iv) provide Reports;

(d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;

(e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors is instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;

(g) the Recipient ceases to operate; or

(h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

14.2 **Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

(a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) suspend the payment of Funds for such period as NOHFC determines appropriate;

(c) reduce the amount of the Funds;

(d) cancel all further payment of Funds;

(e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or

(i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

14.3 **Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

(a) of the particulars of the Event of Default; and

(b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

(a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;

(b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,

NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).

14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15
PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.

15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

ARTICLE 16
COMPLIANCE WITH AGREEMENT AND LAWS

16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.

16.2 **Compliance with Laws and Standards.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers, if any, at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

ARTICLE 17
REPAYMENT AND SET OFF

17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.

17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.

17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

ARTICLE 18
NOTICE

18.1 **Notice in writing and addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to NOHFC and the Recipient respectively, as set out below:

To NOHFC:	**To the Recipient:**
Northern Ontario Heritage Fund Corporation 70 Foster Drive, Suite 200 Sault Ste. Marie, Ontario P6A 6V8	City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, Ontario P6A 5N1
Attention: Executive Director	**Attention**: Donald McConnell, Director of Planning and Enterprise Services
Fax: 705-945-6701	Fax: 705-541-7165

18.2 **Notice**. Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;

(b) in the case of personal delivery, on the date such Notice is delivered to the other Party; or

(c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.

18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19
SEVERABILITY OF PROVISIONS

19.1 **Invalidity or unenforceability of any provision**. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20
WAIVER

20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21
INDEPENDENT PARTIES

21.1 **Parties independent**. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22
ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.

22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23
GOVERNING LAW

23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24
FURTHER ASSURANCES

24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25
SURVIVAL

25.1 **Survival.** The provisions in Article 1; section 3.2; section 4.1(b); section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26
SCHEDULES

26.1 **Schedules.** The Agreement includes the following schedules:

(a) Schedule A - Project Description;

(b) Schedule B – Project Budget;

(c) Schedule C – Project Plan and NOHFC Claim Schedule;

(d) Schedule D – Request for Funds;

(e) Schedule E - Reports;

(f) Schedule F – Change Request Form; and

(g) Schedule G – Consent to the Collection, Use, and Disclosure of Personal Information.

ARTICLE 27
ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

27.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. If the Recipient wishes to amend the Agreement, including to extend the term of the Agreement, the Recipient will complete the appropriate sections of the Change Request Form as set out in Schedule "F" and submit it to NOHFC no later than 30 days prior to the Expiry Date. NOHFC is under no obligation to consider Change Request Forms submitted after this date. NOHFC may approve or reject all or part of any such change request in its sole discretion and may require the Recipient to enter into a separate amending agreement. In the event NOHFC signs a Change Request Form, this Agreement will be amended accordingly.

ARTICLE 28
BPSAA

28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 29
FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 **Other Agreements**. If the Recipient:

(a) has failed to comply (a "**Failure**") with any term, condition or obligation under any other agreement with NOHFC;

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

ARTICLE 30
SIGNATURE

30.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30.2 **Execution by Facsimile, TIFF, PDF**. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("**TIFF**") or Portable Document Format ("**PDF**") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

ARTICLE 31
TIME IS OF THE ESSENCE

31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

The Parties have executed the Agreement on the dates set out below.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

_____ _____
Melanie Muncaster — Date
Executive Director

CITY OF SAULT STE. MARIE

_____ _____
Name: — Date
Position:

_____ _____
Name: — Date
Position:

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT DESCRIPTION

1. Project summary

The Recipient will use shared funding from the NOHFC to offer flow-through grants to eligible downtown businesses as part of the 2018 Downtown Development Initiative. The 2018 Downtown Development Initiative is focused on comprehensive redevelopment of existing vacant space, while also providing funding for enhancement of shared public spaces in Sault Ste. Marie's downtown core.

The Project will contribute to the further revitalization of Sault Ste. Marie's downtown core by supporting physical improvements by offering 4 types of financial incentive programs: Façade Grant Program, Building Activation Grant Program for vacant spaces, Upper-floor Residential Conversion Grant Program, and Public Realm Enhancements Grant Program.

Façade Grant Program: grants for exterior renovations to "non-residential" properties to promote esthetic improvements consistent with established Downtown Urban Design and Façade guidelines developed by the Recipient. Grants are allocated on matching funds basis up to a maximum of $20,000; pre-application design fees up to $2500 will be considered eligible. A Rear Yard Patio Conversion Grant will also be considered on a matching funds basis to a maximum of $5,000.

Building Activation Grant Program for vacant spaces: grants for rehabilitation of vacant, commercially-zoned properties; renovations must be "comprehensive"/significant and visible to qualify. Grants are allocated on matching funds basis up to a maximum of $20,000; pre-application design fees up to $2500 will be considered eligible.

Upper-floor Residential Conversion Grant Program: grants for the cost of building modifications required to convert upper-story, non-residential units to residential dwellings. Eligible upper-stories must be located on Queen Street in the downtown core. Grant maximum of $15,000.

Public Realm Enhancements Grant Program: planned improvements include new event/gathering spaces on public property throughout the downtown area, new street furniture, new bike racks, new way-finding signage, improved streetscape along Queen Street to mitigate the loss of street trees, and any required design studies. This project will implement public realm enhancements throughout the entire downtown area.

2. Project purpose

To encourage new development and revitalization of the downtown core of Sault Ste. Marie by supporting physical improvements, in line with the Growth Plan for Northern Ontario (2011).

Specific outcomes expected from the 2018 Downtown Development Initiative include: 15 new/expanded business in downtown Sault Ste. Marie, 20 full time equivalent jobs created associated with new and expanded businesses, 45 full time equivalent temporary construction jobs created, over

$10 million in private sector investment in the downtown area, increased tax assessment and revenue for the municipality and province, a more diversified mix of business services and employment opportunities, transition of incubated businesses to small and medium-size enterprises, new residential development, an increased number of tourists visiting downtown, decreased economic reliance on the steel industry, and an increased community pride/sense of place.

3. Project location

Sault Ste. Marie, Ontario

SCHEDULE "B"

PROJECT BUDGET

1. ***Project Costs Chart***

Project cost category	*Eligible Project Costs**	*Ineligible Project Costs*	*Total cost*
Business Improvement and Residential Conversion Grants	$600,000	$0	$600,000
Private Sector Matching Investments	$0	$600,000	$600,000
Public Realm Enhancements	$700,473	$0	$700,473
TOTAL	$1,300,473	$600,000	$1,900,473

* Costs related to streetscape improvements for a "Welcome Feature" on Huron Street are ineligible for funding by NOHFC (see section 1.2 of the Agreement).

2. ***Project Funding Chart***

Funding sources	*Financing type*	*Project cost category*	*Eligible Project Costs*	*Ineligible Project Costs*	*Total funding*
NOHFC	Conditional contribution	Eligible Project Costs	$600,000	$0	$600,000
OMAFRA/ROMA/OMA (Main Street Revitalization Initiative)	Grant	Public Realm Enhancements	$90,473	$0	$90,473
Recipient	Cash	All Eligible and Ineligible	$600,000	$0	$600,000
Downtown Association	Cash	Public Realm Enhancements	$10,000	$0	$10,000
Private Sector Participants	Cash	Private Sector Matching Investments	$0	$600,000	$600,000
		TOTAL	$1,300,473	$600,000	$1,900,473
		NOHFC % of total Eligible Project Costs	46.14%		

SCHEDULE "C"

PROJECT PLAN AND NOHFC CLAIM SCHEDULE

(To be completed by the Recipient)

1. ***Project Plan***

Project milestones	***Timing***	
	Start (month/ year)	***End (month/ year)***

2. ***NOHFC Claim Schedule***

	Funding Year 1 (ending Mar 31/2019)				***Funding Year 2 (ending Mar 31/2020)***				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Apr 1- Jun 30***	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Eligible Project Costs									
NOHFC claim									

3. **Project completion date**: _____

SCHEDULE "D"

REQUEST FOR FUNDS FORM

Claim Number:

1. ***Project Progress***

Project milestones	***% Complete***	***Comments***
TOTAL		

2. ***Is this the Recipient's final request for Funds for the Project?***

☐ No
☐ Yes

3. ***Request for Funds (Current Claim)***

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

(a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Projects Costs claimed in this request for Funds; and

(b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)

4. ***Eligible Project Costs - Claim status***

Please complete this table below in conjunction with the tables in section 5 of this form.
Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

Eligible Project Cost category	***Total Eligible Project Cost amount***	***Total Eligible Project Costs of all claims submitted to date (not including this request)***	***Eligible Project Costs this request***	***Balance of Eligible Project Costs remaining (after this request)***	***Table no. if applicable (from section 5 of this form)***
Business Improvement and Residential Conversion Grants	$600,000				
Public Realm Enhancements	$700,473				
TOTAL	$1,300,473				
NOHFC Funds (46.14%)	$600,000				

Total Eligible Project Costs this request: **$ _____(A)**

NOHFC % of Eligible Project Costs **46.14%** **(B)**

Current Payment Request: **$ _____(C)**
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

5. ***Detailed Listing of Transactions for each Eligible Project Cost category***

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

Table 1: <Eligible Project Cost category:_____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

Table 2: <**Eligible Project** Cost category: _____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

(Request for Funds Form continued on following pages. Please fill out all pages.)

6. *Certification*

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "E"

REPORTS

REPORTS SCHEDULE

Name of Report	Due Date(s)	Format and content requirements
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule "E"
2. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule "E"

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF ANNUAL REPORT

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.

3. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.

3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to Northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF FINAL REPORT

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.

3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to Northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "F"

CHANGE REQUEST FORM

Please complete all appropriate sections (to be completed by Recipient)

1. ☐ ***Amendment to NOHFC Claim Schedule***
(For a requested amendment of $100,000 or more in any Quarter)

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	Funding Year 1 (ending Mar 31/20__)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Previous					
New					

	Funding Year 2 (ending Mar 31/20__)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. ☐ ***Changes in Project Plan***
(Complete where the Project milestones or their timing change)

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

Project milestones		***Timing***			
		Start (month/ year)		***End (month/ year)***	
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE "F" (CONT'D)

CHANGE REQUEST FORM

Reasons for requested amendment to the Project Plan:

3. ☐ Amendment to Project completion date

(Complete where an amendment to the Project completion date is requested.)

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: _____

Requested Project completion date: _____

Reasons for requested amendment to the Project completion date:

4. ☐ *Transfer of costs between Project Cost Categories*

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

Project Cost Category	***Total Project Costs***	
	PREV.	**NEW**
TOTAL		

Reasons for requested transfer of amounts between Project cost categories:

(Change Request Form continued on following page – please fill out all pages)

5. ☐ ***Other amendments to the Agreement***

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

6. ***Acknowledgement***

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF SAULT STE. MARIE

_____ Date:_____

Print Name:

Position:

I have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

_____ Date:_____

Name:

Position:

SCHEDULE "G"

(see following page)

CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

(for use when the proposed beneficiary of a Financial Incentive funded wholly or in part by NOHFC is an individual)

To: The City of Sault Ste. Marie (the "**City**")

And to: Northern Ontario Heritage Fund Corporation ("**NOHFC**")

For purposes of this consent form, "**personal information**" about an individual has the meaning set out in the *Freedom of Information and Protection of Privacy Act,* R.S.O. 1990, ch.F.31, and may include the individual's birth date, address, telephone number, fax number, e-mail address, information relating to financial transactions in which the individual is or has been involved, employment history, Social Insurance Number, municipal tax roll number, correspondence between the individual and the City in relation to the individual's request for one or more financial incentives from the City in connection with the City's 2018 Downtown Development Initiative, and other personal information requested by the City to evaluate and process the individual's application for financial incentive(s).

I, the undersigned, hereby consent to:

i. the collection of personal information about me by the City in connection with my application for financial incentive(s) under the City's 2018 Downtown Development Initiative;

ii. the use of such personal information by the City to analyse, evaluate and administer my application for financial incentive(s) and the 2018 Downtown Development Initiative, and to monitor my performance of the improvements contemplated in my application;

iii. the disclosure to NOHFC, which is providing funding for the financial incentive(s) I am applying for, of a copy of my application to the City for financial incentive(s);

iv. the sharing with NOHFC of a copy of the financial incentive agreement between the City and me arising out of my application;

v. the use by NOHFC of such personal information, my application for financial incentive(s) and my financial incentives agreement with the City for the purpose of monitoring the City's use of NOHFC funds and evaluating the effectiveness of NOHFC's contribution to the 2018 Downtown Development Initiative`s financial incentives.

I understand that my personal information collected by the City and NOHFC will be used and disclosed solely for the purposes listed above.

By signing this form, I acknowledge that I have read and understand the terms of this consent form and I consent to the collection, use and disclosure of my personal information as described in this form.

Signature: _____ Date: _____

Print Name (first name and last name) _____

For more information about the City's collection, use and disclosure of personal information, please contact the City's legal department – tel: (705) 759-5400. For more information about NOHFC's collection, use and disclosure of personal information, pelase contact NOHFC's Executive Director, Northern Ontario Heritage Fund Corporation, Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie ON P6A 6V8 - tel: 1 800 461-8329 or 705 945-6700.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-155

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and The Rotary Club of Sault Ste. Marie for the donation in the amount of Twenty Thousand ($20,000.00) Dollars for splash pad development at Bellevue Park.

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 July 16, 2018 between the City and The Rotary Club of Sault Ste. Marie, a copy of which is attached as Schedule “A” hereto. This Agreement is for the donation in the amount of Twenty Thousand ($20,000.00) Dollars for splash pad development at Bellevue Park.

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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Schedule “A”

DONATION AGREEMENT

This Donation Agreement made this 16th day of July 2018

BETWEEN:

THE ROTARY CLUB OF SAULT STE. MARIE
(hereinafter referred to as the “The Rotary Club of Sault Ste. Marie”)

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the “City”)

“WHEREAS the City is the registered owner of parkland in the City of Sault Ste. Marie known as Bellevue Park, which includes a portion of property legally described as (insert property description from PIN) PIN 31521-0056 (LT), Sault Ste. Marie, ON hereinafter referred to as “Bellevue Park”;

AND WHEREAS the City is building a new splash pad within a portion of Bellevue Park;

AND WHEREAS The Rotary Club of Sault Ste. Marie has agreed to assist the City in the acquisition of materials and construction for the development of a splash pad by donating funds to the City for that purpose.

NOW THEREFORE the parties hereto agree as follows:

1. **DONATION**

   The Rotary Club of Sault Ste. Marie agrees to donate funds in the amount of Twenty thousand ($20,000.00) dollars to the City for the exclusive purpose of purchasing materials for the splash pad development.

   The City acknowledges having received the said funds as referred in Section 1 of this agreement from The Rotary Club of Sault Ste. Marie and will purchase the materials for the splash pad development with said funds.

2. **USE OF DONATION FUNDS**

   The City covenants and agrees that the donation of funds provided to it by The Rotary Club of Sault Ste. Marie shall be used solely towards the cost of purchasing materials and construction of the splash pad at Bellevue Park and for no other purpose.

   The City acknowledges that The Rotary Club of Sault Ste. Marie makes the said donation of funds towards purchasing materials and construction of the splash pad at Bellevue Park and The Rotary Club of Sault Ste. Marie does not make any representations or warranties as to the safety of said splash pad or its appropriateness for use by any members of the public.

3. **INSTALLATION & MAINTENANCE**

   The City acknowledges and agrees that the purchase of materials and construction of the splash pad shall be the sole responsibility of the City.

The City acknowledges and agrees that all necessary maintenance of the splash pad shall be the sole responsibility of the City.

The City shall indemnify and save harmless The Rotary Club of Sault Ste. Marie however caused, or costs incurred from defending action arising out of the installation, maintenance or the use of the splash pad by any person or persons who may take claim against The Rotary Club of Sault Ste. Marie.

The parties hereto acknowledge and agree that if at any point in the future the splash pad becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

4. APPRECIATION

The City agrees to purchase, install and maintain a sign at the splash pad at Bellevue Park of which word composition is to the approval of The Rotary Club of Sault Ste. Marie acknowledging the generous donation of The Rotary Club of Sault Ste. Marie.

5. DEFAULT

(1) In the event that the City breaches any provision of this Donation Agreement, The Rotary Club of Sault Ste. Marie shall notify the City in writing of the nature of said breach, and the City shall be given thirty (30) days to remedy the violation. If the City has not remedied the violation to the satisfaction of The Rotary Club of Sault Ste. Marie at the expiration of thirty (30) days from such notification, The Rotary Club of Sault Ste. Marie may:

(a) Waive the breach;

(b) Make any other mutually agreeable arrangement with the City; or

(c) Terminate this Donation Agreement and provide the City with written notice of same.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this 16th day of July 2018.

THE ROTARY CLUB OF SAULT STE. MARIE

Per: _____
PRESIDENT – ROBERT CARRICATO

Per: _____
TREASURER – SUZANNE PRIDDLE-LUCK

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-156

AGREEMENT: (AG173) A by-law to authorize the execution of the Agreement between the City and District of Sault Ste. Marie Social Services Administration Board for the Land Ambulance Service Contract for the District of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Land Ambulance Service Contract for the District of Sault Ste. Marie.

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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Schedule "A"

LAND AMBULANCE SERVICE CONTRACT

BETWEEN:

DISTRICT OF SAULT STE.MARIE SOCIAL SERVICES ADMINISTRATION BOARD

hereinafter referred to as "the DSSMSSAB"

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as "the Operator"

WHEREAS THE DSSMSSAB is, pursuant to the provisions of the Ambulance Act, R.S.O. 1990, c. A.19, as amended (hereinafter referred to as "the Act"), responsible for the provision of land ambulance services throughout the geographic area of The District of Sault Ste. Marie;

AND WHEREAS the DSSMSSAB has committed to establishing local land ambulance service standards and has committed to ensure that local land ambulance services will continue to be provided in accordance with the Ambulance Act, its associated regulations and the DSSMSSAB Mission Statement;

AND WHEREAS the Operator has agreed to undertake the delivery of the foregoing services all in accordance with the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

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APPENDIX “A” PROGRAM
APPENDIX “B” - REPORTS
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SECTION 1 - DEFINITIONS

1. In this Agreement;

a) “Ambulance Act” and "Act" means the Ambulance Act, RSO, 1990 as amended and any applicable regulations thereunder.

b) "Ambulance" and "ambulance service" have the same meaning that they have under the Act, as amended from time to time.

c) Intentionally Deleted

d) "CACC" means Central Ambulance Communications Centre, or the dispatch centre designated by the DSSMSSAB.

e) “DSSMSSAB” means the District of Sault Ste. Marie Social Services Administration Board.

f) “DSSMSSAB Liaison” means the person(s) appointed by the DSSMSSAB to liaise with the Operator on items outlined in the agreement. The DSSMSSAB will inform the Operator in writing upon assignment of the Liaison and of any changes in this appointment.

g) "Dispatcher" has the same meaning that it has under the regulations, as amended from time to time.

h) “Duty Officer” means the staff member of the Operator who will accept full responsibility for all duties and obligations of the ambulance crew(s) on each shift.

i) “EMS” - means Emergency Medical Services. In this document, the acronym EMS is used specially to comprehensively describe all emergency and non-emergency ambulance service as defined by the Ambulance Act.

j) "Emergency Health Services Branch" or "EHSB" means the branch responsible for the Act and Regulations through the Ministry of Health and Long Term Care.

k) "Emergency Medical Attendant" or “EMA” has the same meaning that it has under the Act or the regulations, as amended from time to time.

l) Intentionally Deleted

m) “Operator” - The terms provider, operator and contractor are used interchangeably to mean the entity(ies) selected by the DSSMSSAB to deliver EMS services on its behalf. The entity(ies) includes the officers, servants and employees thereof.

n) “Paramedic” means a person who meets all the requirements of the Ambulance Act for full time employment as a paramedic.

o) "Regulations" means the regulations made under the Act, including 257/00 relating to the general operation of land ambulance services.

p) "Service Area" means the geographic area under the jurisdiction of the DSSMSSAB.

SECTION 2 - GENERAL

1. Commencing on and including January 1, 2019, and, subject to this agreement, for a term ending December 31, 2019, the Operator shall provide the DSSMSSAB with land ambulance service for the Service Area in accordance with the requirements of the Act, the regulations enacted under the Act and the terms and conditions of this contract.

2. The DSSMSSAB, at its discretion and with the approval of the Operator, may elect to extend the term of the contract for the subsequent periods up to two (2) years each. The DSSMSSAB shall provide the Operator with written notice of its intention to negotiate such an extension at least six (6) months prior to the expiration of this contract or any extension thereof. The negotiation of the terms and conditions of any extension must be completed on or before July 1, 2019, for the first extension, and on or before July 1st prior to each extension. In the event the Operator does not wish to extend the contract with the DSSMSSAB, the Operator shall so inform the DSSMSSAB in writing within 30 days of receiving notice from DSSMSSAB of its intention to offer an extension of the contract to the Operator.

3. Under the terms of this agreement:

a) The DSSMSSAB will bear overall public accountability for land ambulance services within the service area and will maintain authority over public policy decisions pertaining thereto. The Operator will be accountable to the DSSMSSAB for the management and administration of the day-to-day land ambulance service delivery operation;

b) Both parties to this agreement will uphold the following five fundamental principles for the delivery of quality pre-hospital care: accessibility, integration, seamlessness, accountability and responsiveness;

c) The Operator will establish and maintain Quality Assurance programs and practices subject to the prior approval of the DSSMSSAB ;

d) The Operator and the DSSMSSAB Liaison will work with other emergency services, including area Fire Departments in designing and implementing complementary and effective emergency services;

e) The Operator will provide the DSSMSSAB with service performance, financial information and all other required information in a timely fashion subject to confidentiality requirements or restrictions in Section 15.

4. All costs under this Agreement are to be paid by the DSSMSSAB. The Operator shall provide the services in accordance with Appendix "B" and the operating budgets as defined in Appendix "A," but for greater clarity, the administrative budget line contained in the final Appendix "A" will be negotiated between the Parties and approved by the DSSMSSAB Board of Directors and will not be reconciled as between the Operator and DSSMSSAB.

5. From time to time the DSSMSSAB may, upon at least 60 days notice, require changes to services, service levels or to respond to statutory changes, to Ministry or DSSMSSAB directives. Any additional costs incurred as a result of such changes shall be borne by the DSSMSSAB, subject to the provisions of Section 34.

6. The Operator shall provide all staff, supplies, office equipment, facilities and accommodations which are necessary to provide the services, provided such staff, supplies, equipment, facilities and accommodations are accounted for in the annual operating budget referenced in Appendix "A". All property purchased with DSSMSSAB funding under this Agreement shall be and remain the property of DSSMSSAB.

7. The Operator shall appoint an individual who will serve as the Operator's liaison who will be empowered to speak on behalf of the Operator and on all corporate and contractual matters relative to this agreement.

8. The Operator shall not be required to provide its services exclusively to the DSSMSSAB provided that the Operator's obligations to the DSSMSSAB under this contract shall always be met.

9. The Operator shall carry out all of its operations in a safe environment and in full compliance with the requirements of all applicable legislation including the Occupational Health and Safety Act.

10. In carrying out the services contemplated hereunder, the Operator and his/her employees shall comply with all federal, provincial and municipal statutory, regulatory and administrative requirements of competent jurisdiction.

11. The Operator shall be responsible to comply with all terms and conditions of the service delivery and funding agreement between the MOHLTC and the DSSMSSAB as designated delivery agent of ambulance service thereunder from time to time during the term of this agreement the current contract being attached as Appendix "C".

12. The Operator shall provide the DSSMSSAB with an up to date draft operations and service plan for approval by the DSSMSSAB as required by Appendix "B".

13. The parties agree that unless a party has elected to terminate this Agreement pursuant to Section 19, the procedure set out herein shall be followed to resolve any dispute between the parties, in the following order:

a) The parties shall continue to fully perform their respective obligations under this Agreement while pursuing the following dispute resolution process:

b) The Operator Liaison appointed pursuant to Section 2.8 and the DSSMSSAB Liaison shall attempt to solve the dispute between them but neither shall have authority to modify or amend this Agreement;

c) If the Operator Liaison and the DSSMSSAB Liaison have not resolved the dispute within ten (10) business days, they shall refer the issue to their respective CAOs who will jointly endeavour to resolve the dispute within not more than 60 days. If the dispute is not resolved after that period of time it shall be referred to the DSSMSSAB Board for final decision and such decision shall be binding upon the parties during the continuation of this Agreement.

SECTION 3 - SERVICE STANDARDS

1. The Operator warrants that throughout the term of this Agreement it will hold and retain all licences, permits, certificates, consents, authorizations, etc., required under the Act to operate a land ambulance service. The Operator shall, at all times, maintain such certificate during the currency of this Contract. The Operator shall produce a copy of such certificate to the DSSMSSAB forthwith upon request. The Operator will advise the DDSSMSSAB, as soon as it has received any notification that the certificate described in this paragraph is, at any time, under review for possible termination, suspension, about to lapse or be made conditional.

2. In the event that the licence, permit, certificate, consent, authorization, etc., described in paragraph 1 is, at any time, terminated, suspended, allowed to lapse or made conditional, the Operator shall forthwith notify the DSSMSSAB. Upon receipt of such notice, the DSSMSSAB may, at its option, forthwith terminate this Contract.

3. The Operator shall provide a staff person(s), as Operator Liaison for the purpose of addressing all service delivery issues. The Operator shall ensure that contact with and access to this individual(s), in person or by electronic means, be provided continuously to the Operator's employees, CACC and the DSSMSSAB Liaison.

4. The Operator shall ensure, under normal circumstances, that two (2) qualified Paramedics staff any ambulance call. Each Paramedic shall hold the qualifications as set out in the Regulations or meet such conditions as from time to time may be prescribed by regulation or determined by the Medical Director.

5. Where the Operator proposes to employ a new Paramedic, the Operator shall do so in accordance with the Act. The Operator shall make every reasonable and practical effort to recruit qualified Emergency Medical Care Assistants (EMCA's) with proper qualifications, depending on the specific vacancy category.

6. The Operator shall, in the provision of the services:

a) abide by the provisions of the Ambulance Act and all other relevant legislation.

b) provide service in accordance with the Act, patient care standards issued under the Act and this Agreement as required by Appendix "B".

c) supply uniforms, flashing and identification devices approved by DSSMSSAB and ensure that each employee is clean and well groomed and wears a complete uniform while on duty or on authorized assignments.

d) only use employees current in all certifications and all other mandatory programs.

SECTION 4 - LABOUR RELATIONS / BUSINESS CONTINUITY

1. The Operator acknowledges that it is the employer of all EMS staff and other personnel engaged in providing services to the DSSMSSAB in connection with this Agreement.

2. The Operator will carry out its responsibilities in an appropriate and proper manner in accordance with the Act.

3. The Operator shall establish and maintain a labour/management environment that promotes the effective, efficient and uninterrupted delivery of the service which shall include dispute resolution and a labour/management communications strategy. The Operator will comply with the Ambulance Services Collective Bargaining Act, 2001.

4. The Operator shall maintain an active Health and Safety Program in accordance with the Act, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Workplace Safety and Insurance Act, R.S.O. 1990, c. W.11 and any relevant employee contracts or collective agreements. The Operator acknowledges that it is the employer of its staff for the purpose of such statutes and that the Operator shall comply with all obligations of an employer under the said legislation or similar statutes.

5. Where it appears that the Operator may not be able to fulfil its obligations to provide continuous service as required by this Contract, the Operator shall forthwith notify the DSSMSSAB in writing. If an existing or expected strike, lock-out or other labour disruption is the cause for such notice, the Operator shall use the applicable Collective Agreement(s) and statutory provisions of the Ambulance Act which requires an Essential Services Agreement (ESA) to maintain and provide continuous service. At its option following receipt of such notice, the DSSMSSAB may, at such date as it may designate, suspend the operation of this Contract for such time period as the DSSMSSAB deems appropriate in the circumstances. The DSSMSSAB may, at its option, recover DSSMSSAB owned vehicles and equipment from the Operator, assume the lease or occupancy of any or all facilities used as ambulance bases and engage other persons to provide the services during any period of suspension. No claim whatsoever shall be made by the Operator against the DSSMSSAB for any losses, costs, damages, expenses or fees resulting directly or indirectly from the suspension, and the Operator hereby releases the DSSMSSAB from any such claim.

6. DSSMSSAB shall be guaranteed uninterrupted access and use of bases and facilities owned or leased by the Operator during any period of suspension.

7. The DSSMSSAB shall indemnify and hold harmless the Operator with respect to any third party claims of any nature whatsoever relating to the operation of the ambulance service

during the period of suspension of this Agreement for causes described in paragraph 3 above.

SECTION 5 - TRAINING AND TESTING OF PERSONNEL

1. The Operator shall ensure that all minimum standards for commencing employment, and for continuing education of Paramedics as set by the Minister of Health and Long Term Care, are maintained.

2. The Operator shall be responsible for assessing the training needs of each employee and shall ensure that all training needs are met. The Operator shall make every reasonable and practical attempt to provide such needed training directly or in conjunction with support groups such as Emergency Health Services Branch or any other agency or program, where applicable.

3. Where appropriate, the DSSMSSAB shall consult with the Operator in matters pertaining to the training and testing of the Operator's personnel.

SECTION 6 - UNAUTHORIZED PASSENGERS

1. The Operator shall make every reasonable and practical effort to ensure that no unauthorized persons travel as a passenger or crewmember in any ambulance service vehicle while the vehicle is in use pursuant to the terms of this Agreement. Authorized persons shall include; employees of the Operator; authorized agents of the DSSMSSAB; authorized servants or agents of the Crown; persons requiring land ambulance service pursuant to the Act, the regulations and this Agreement; medical attendants or escorts for such persons; any other person, such as a family member or observer, authorized in advance by the Operator.

SECTION 7 - VEHICLES AND EQUIPMENT

1. It is acknowledged and agreed that vehicles and equipment required to provide service under this agreement shall be provided by the DSSMSSAB and be leased to the Operator for $1.00 per year.

2. Such vehicles and equipment shall, at all times remain the property of the DSSMSSAB and will be from time to time replaced by the DSSMSSAB in accordance with a vehicle and equipment replacement program. The vehicle and equipment replacement program is to be developed by the DSSMSSAB with input from the Operator.

3. The Operator shall not at any time transfer, sublease, pledge, assign, charge or post as security of any kind, the said vehicles or equipment.

    a) The DSSMSSAB covenants that each vehicle provided or approved in accordance with Section 1 shall have all the features, equipment and supplies required by the standards referenced in the Regulations.

b) the DSSMSSAB shall be entitled to approve the name of the service and the design and colour schemes of all logos, signage, uniforms, flashing and badges to be used by the land ambulance service subject to any MOHLTC requirements and shall hold all rights to such names, designs and other intellectual property therein.

4. Where equipment is left at some place other than the vehicle to which it has been assigned, the Operator shall make all such arrangements as necessary to ensure that the equipment is either returned or replaced in a timely fashion.

5. The DSSMSSAB Liaison may at any time and with notice, directly observe and/or inspect the ambulances and the Operator's facilities and employees. This will include ride-alongs in the company of the Duty Officer. The DSSMSSAB shall ensure that the DSSMSSAB Liaison shall, while on such ride-alongs (a) comply at all times with the requirements of the Act and the Regulations and the instructions of the Operator and (b) use best efforts to minimize interference with the day-to-day operations of the Operator.

6. The Operator shall be responsible for all traffic infractions, fines and penalties incurred in the operation or use of any vehicle or equipment.

7. The Operator shall, at all times be responsible for registering, licensing, testing, inspecting and maintaining all vehicles and equipment provided by the DSSMSSAB under this Agreement in accordance with existing federal, provincial and municipal regulations and Appendix B..

8. The Operator shall not permit any person to drive or operate an ambulance without a valid and current Ontario Class “F” drivers licence.

9. The Operator shall ensure that all equipment, materials, supplies and vehicles provided by or paid for by the DSSMSSAB for use in the provision of land ambulance service is marked/identified to show ownership in a manner approved by the DSSMSSAB.

SECTION 8 - MAINTENANCE OF VEHICLES AND EQUIPMENT

1. The Operator shall properly care for, maintain and operate such vehicles and equipment in accordance with the Act, directives from EHSB, the guidelines of the manufacturer and this Contract. The Operator shall ensure that each vehicle and item of equipment is kept clean and sanitary.

2. Both parties acknowledge and concur that the approved annual operating budget contained in Appendix “A” provides for the normal operation and maintenance of the vehicles and equipment. The Operator agrees to pay all normal operating expenses and keep the vehicles and equipment in good working order. The Operator shall provide equipment maintenance reports to the DSSMSSAB at such times as the DSSMSSAB determines.

3. Both parties acknowledge and concur that incidents of vehicle maintenance / repair exceeding $5,000 (except where covered by insurance) are not accounted for in the approved annual budget referenced at Appendix “A”, and that the DSSMSSAB will be responsible for the costs of such incidents arising as a result of, but not included in or

considered as part of, the normal operation and maintenance of the vehicles. The Operator shall notify the DSSMSSAB Liaison of any repair and maintenance requirements exceeding $5,000 immediately upon becoming aware of such requirements and the DSSMSSAB must provide prior written approval before any such required major repair or major maintenance is undertaken.

4. The Operator shall not modify or make any changes to the vehicle or equipment provided by or paid for by the DSSMSSAB without prior written approval of the DSSMSSAB. No changes shall be made that would result in the vehicle or equipment no longer meeting the approved standards.

SECTION 9 – CONSUMABLES

1. The Operator shall provide the materials and supplies required for the provision of the services.

SECTION 10 - RADIO AND OTHER COMMUNICATIONS EQUIPMENT

1. It is acknowledged that ownership and maintenance responsibilities with respect to radio and other communications equipment rest with the Ontario Ministry of Health or other agencies as may be assigned.

2. Radio and other communications equipment, or appropriate funding for such equipment, required for the provision of land ambulance service in accordance with this Agreement shall be provided to the Operator by the Province of Ontario or the DSSMSSAB in accordance with the directives on telecommunication equipment.

3. Subject to paragraphs 1 and 2 above, the Operator shall ensure that all radio and communications equipment provided or approved by the Province for use in the provision of ambulance service is in a safe operating condition and is in proper working order. The Operator shall immediately report to Central Ambulance Central Communications and the DSSMSSAB any malfunction of radio and communications equipment provided or approved by the Province for use in the provision of ambulance service. The Operator shall schedule repair and maintenance in accordance with the directives and/or local Central Ambulance Communications Centre policy regarding maintenance and use of communications equipment. The Operator shall ensure that all radio equipment is protected from damage due to misuse or lack of maintenance.

4. The Operator shall use only such radio and communications equipment in the delivery of land ambulance service as is approved by the Ministry of Health and the DSSMSSAB.

SECTION 11 – ACCOMMODATIONS / BASE STATIONS

1. The Operator shall provide accommodations for the ambulance service and its vehicles, equipment and personnel in the manner defined by the DSSMSSAB approved operating plan and service levels.

2. Prior to the completion of any lease agreement the Operator shall secure the DSSMSSAB's approval of the terms and conditions in writing.

3. The operator shall name the DSSMSSAB as a third party to all station lease and insurance arrangements so that in the event of a default or loss of this contract the DSSMSSAB shall be guaranteed uninterrupted access and use of the stations.

4. In the event of a default, suspension or termination of this Agreement, the DSSMSSAB shall be guaranteed uninterrupted access and use of stations owned, leased or occupied by the Operator at no charge for a period of not less than the original term of this Agreement.

5. Upon the expiry of this Agreement, or in the event that this Agreement is not extended beyond the initial term, the Operator will endeavour to provide the DSSMSSAB with uninterrupted access and use of the stations owned, leased or occupied by the Operator for six (6) months under the current terms and conditions, upon the written request of the DSSMSSAB.

6. The location of the ambulance service accommodation shall not be changed without the prior written approval of the DSSMSSAB, which consent may not be arbitrarily withheld.

7. There shall be sufficient facilities and furnishings in the Bases to accommodate the numbers of staff required to deliver service during each on-site staffed shift. Facilities and furnishings shall be maintained in such a condition that they provide a continuous level of comfort and support that meets or exceeds the Occupational Health and Safety Act and any other regulations.

SECTION 12 - GENERAL SECURITY

1. Vehicles and equipment, provided by or paid for by the DSSMSSAB for use in the provision of the services, shall be kept in the Operator's ambulance service station or other secure area, unless the vehicle is assigned to a vehicle maintenance / repair or safety inspection facility or is otherwise assigned by the Operator or Dispatcher.

2. The Operator shall ensure that all equipment, materials and supplies shall be secured in the vehicle in a safe manner in accordance with the Act or guidelines issued by the manufacturer, and the health and safety requirements to meet or exceed the Occupational Health and Safety Act, R.S.O. 1990, as amended and any other regulations.

3. The Operator shall provide security measures for the ambulance service station and vehicles, and at the ambulance station to ensure confidentiality of personnel and patient care records.

4. Hazardous material shall not be stored in any facility, station, or ambulance service unless in accordance with approved methods/containers as regulated by relevant legislation.

5. The DSSMSSAB Liaison or other representative(s) of the DSSMSSAB shall have the right to inspect the vehicles, equipment and station facilities at any time upon prior notice and provided any such inspection does not unreasonably interfere with operations.

SECTION 13 - OPERATIONAL REQUIREMENTS

1. The services shall be provided within the Service Area as directed by a Dispatcher or CACC centre. The Operator shall provide land ambulance service beyond the area only as directed by a Dispatcher or CACC centre. The costs of following such directions shall be recovered from the other municipal bodies or authorities by the DSSMSSAB. The Operator shall provide the DSSMSSAB on a monthly basis with the necessary information required for the cost recovery process.

2. Temporary staffing pattern changes shall not compromise Balanced Emergency Coverage for the area as defined in the Central Ambulance Communications Centre Policy and Procedures manual. Any temporary staffing requests must be made to the DSSMSSAB and may not be implemented until written approval is given by the DSSMSSAB.

3. The Operator shall maintain up-to-date operational records. Operational records shall include, but not limited to, incident reports, ambulance call reports, ACE reports, AVL exception reports, service review documents and other related documents. The DSSMSSAB may inspect such records on request subject to the requirements or restrictions set out in Section 15.

4. The Operator shall be entitled to participate in "Special Events" coverage provided that the Operator adheres to the Act.

SECTION 14 - SERVICE REACTION TIME AND QUALITY ASSURANCE

1. The Operator shall make every reasonable and practical effort to meet or exceed the service levels required by the Act and as set out in Appendix "B" to this Agreement.

2. The Operator shall update their deployment plan annually and shall reflect current strategies for service reaction time and quality assurance. The deployment plan must receive DSSMSSAB written approval prior to implementation in accordance with Appendix "B".

3. The Operator, or its designate with full management authority, shall participate in local quality assurance and emergency health services planning activities and committees.

SECTION 15 - CONFIDENTIALITY OF INFORMATION

1. It is acknowledged and agreed that information exchanged between the parties for the purposes of carrying out the terms of this agreement is confidential and is subject to the provisions of the Municipal Freedom of Information and Protection Act, R.S.O. 1990, c. M.6, as amended.

2. The Operator shall not, at any time, disclose any confidential information without the consent of the DSSMSSAB first being obtained, except where ordered to under the Municipal Freedom of Information and Protection of Privacy Act by the Information and

Privacy Commissioner or by a court of competent jurisdiction provided that the Operator is entitled to disclose such information as is necessary and advisable to its legal and financial advisors.

3. Patient information which is submitted by the Operator as part of this Agreement is submitted in confidence and is subject to the provisions of the Freedom of Information and Protection of Privacy Act and all other applicable legislation, including the Personal Health Information Protection Act, 2004. Neither party shall disclose the information to any person, unless required to do so by legislation (e.g., Freedom of Information and Protection of Privacy Act RSO 1990, c F.31) or ordered to do so by a court or agency of competent jurisdiction.

SECTION 16 - EXCLUSIVITY

1. The Operator shall ensure that the vehicles, equipment, material and supplies provided by or paid for by the DSSMSSAB shall be used exclusively for the purpose of discharging the Operator's obligations under this Contract and for no other purpose unless such purpose is authorized, in advance and in writing, by the DSSMSSAB.

SECTION 17 - REPORTS AND RECORDS

1. The Operator shall complete, maintain and submit operational and financial reports pertaining to the provision of services herein to the DSSMSSAB Liaison as set out in Appendix "B". The content, format and frequency of the reports shall be determined by the DSSMSSAB.

2. The operational report shall include a summary outlining all complaints regarding the delivery of ambulance service, accidents involving an ambulance vehicle, claim for compensation of damage caused by ambulance operations, or unusual incident as defined in the Regulations pursuant to the Ambulance Act. The DSSMSSAB Liaison shall be given the opportunity to review in detail the above documentation on the Operator's premises.

3. The DSSMSSAB shall have access to all records and software programs/computer systems of the Operator related to ambulance operations under this contract, created in any form and at any of the Operator's business locations.

4. DSSMSSAB reserves the right to undertake an independent audit of the operation and financial records of the Operator.

SECTION 18 – INSURANCE AND INDEMNITY

1. The Operator shall indemnify the DSSMSSAB, defend and hold harmless the DSSMSSAB, its officers, directors and anyone else for whom it is in law responsible from and against any and all claims for loss, liability, costs, punitive damages, fees, penalties and expenses directly or indirectly arising from or related to any act or omission of the Operator, its officers, directors, employees, agents and permitted assigns or any other person for whom it is responsible in connection in any way with the provision of the

services or otherwise contemplated by this Agreement excluding any claims described in paragraph 2 below.

2. The DSSMSSAB shall indemnify the Operator, defend and hold harmless the Operator, its officers, directors and anyone else for whom it is in law responsible from and against any and all claims directly or indirectly arising from negligent acts of the DSSMSSAB, it employees, agents and assigns contrary to the obligations of the DSSMSSAB provided under the Act, the Regulations, applicable legislation or this Agreement.

3. Each party agrees that in no event shall the other party be liable for any business or economic loss or in any indirect, incidental or consequential damages suffered by the first party in connection with or arising out of the performance of the other party's obligations under this Agreement, even if the other has been advised of the possibility thereof.

4. The Operator shall maintain in full force and effect during the term of this Agreement, a policy or policies of comprehensive insurance coverage in a form and substance acceptable to the DSSMSSAB and underwritten by an insurer licensed to conduct business in the province of Ontario, including Commercial General Liability, Professional Liability, All Risks Property and Automobile insurance as follows:

    a) Commercial General Liability Insurance providing inclusive limits of not less than $10,000,000.00 per occurrence for third party bodily injury and property damage. This policy should cover all activities and operations of the Operator and also include contractual liability, employer's liability and non-owned automobile liability.

    b) Professional Liability coverage in a limit of not less than $10,000,000.00 per claim should be provided covering all acts, errors and omissions arising out of the professional services to be performed in accordance with this agreement.

    c) All Risks Property Insurance to cover all buildings, facilities, equipment and contents owned by the Operator or owned by the DSSMSSAB but provided to the Operator for their use to carry out its operations under this agreement. The Operator shall include the DSSMSSAB as a loss payee for any equipment or contents owned by the DSSMSSAB which is in the Operator's possession, for which the Operator is responsible for insuring.

    d) Automobile Insurance for all vehicles owned by the DSSMSSAB and leased to the Operator to be used in connection with this agreement. Such insurance must name the DSSMSSAB as the registered owner / lessor and should include third party liability limits of at least $10,000,000.00 per occurrence and also include physical damage coverage on an all perils basis with a per vehicle deductible of not more than $25,000.00.

5. The Operator's Insurance policy(ies) must include the following terms:

- a clause that adds the DSSMSSAB, its servants, officers, employees and agents, as additional insureds;

- a clause confirming that the insurance is for replacement value of ambulance vehicles;

- a cross-liability insurance clause endorsement acceptable to the DSSMSSAB;

- a clause requiring the insurer to provide thirty (30) days prior written notice to the DSSMSSAB in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;

- a clause certifying that the protection for the DSSMSSAB under the insurance policy shall not be affected in any way by an act or omission of the Operator or its personnel;

- a clause including liability arising out of contract or agreement.

6. The Operator shall submit to the DSSMSSAB prior to _____, 2018, proof of insurance coverage in the form of a valid certificate and a copy of the relevant portion or portions of the insurance policies incorporating the terms and clauses referred to in Sections 18.4 and 18.5 and shall submit proof of continuing insurance promptly upon request of the DSSMSSAB thereafter during the term of this Agreement.

SECTION 19 - TERMINATION

1. This Contract may be terminated immediately by the DDSSMSSAB where, for any reason, the Operator no longer operates, is capable of operating, is entitled to operate an ambulance service or if the MOHLTC suspends or terminates of the DSSMSSAB service delivery and funding agreement.

2. Where the Operator defaults in any of its mandatory obligations under the Ambulance Act, the DSSMSSAB may give the Operator twenty-four (24) hours to remedy the default. If the default is not remedied with this twenty-four (24) hour period, the DSSMSSAB Liaison or designate will advise the Ministry and the DSSMSSAB may elect on written notice to assume the operation of the ambulance service during the period of dispute and invoke the dispute provisions of Section 2.13. In such event the provisions of Sections 4.4 to 4.7 shall apply.

3. Subject to the DDSSMSSAB's rights under Sections 3.2, 19.1, and 19.2 , where either party defaults in any obligation under this Agreement, the non-defaulting party shall give the defaulting party thirty (30) days written notice to remedy the default or to demonstrate to the satisfaction of the non-defaulting party that it is using reasonable efforts to remedy the situation. If the default is not remedied (or if remedial efforts satisfactory to the DDSSMSSAB have not begun, as the case may be) within the period set out in this

Section, the non-defaulting party may, at its sole option, terminate this agreement, on one hundred and eighty (180) days written notice. In the event that the Operator is in default, and notwithstanding the termination of the contract, the Operator shall remain fully responsible for all costs incurred by DSSMSSAB in remedying the default or for any unpaid obligations to the Operator.

4. Subject only to Section 4.5 and Sections 19.1 and 19.2 of this Agreement, neither party may terminate or suspend this Agreement except upon delivering written notice to the other at least 180 days before the effective date of termination.

5. Both parties will continue to fully co-operate and comply with their obligations under this Agreement during any period following notice of termination.

6. Upon termination of this Agreement a full accounting of all costs incurred by the Operator and services provided up to the date of termination shall take place. The Operator shall be reimbursed for all costs up to the date of termination and such payment shall be made by within thirty (30) days of the date of reconciliation. If the accounting determines that the Operator should reimburse any funds to the DSSMSAB such amount shall likewise be paid within thirty (30) days.

7. Upon termination of this Agreement the Operator agrees to deliver in good order all files, records and all vehicles, equipment used in connection with the provision of services under this Agreement and unused supplies and the Operator agrees to co-operate in the orderly transfer of operations to the DSSMSAB or to whom it directs in writing.

8. The DSSMSAB shall have no obligation to hire any employees of the Operator but shall have the right, in its exclusive discretion, to make offers of employment to those of the Operator's employees as it may deem appropriate on such terms as it may consider appropriate.

SECTION 20 - OPERATOR AS INDEPENDENT CONTRACTOR

1. The Operator shall at all times be and be deemed to be an independent contractor and the personnel of the Operator shall at all times be the employees of the Operator and shall not be the employees of the DSSMSSAB.

SECTION 21 - NOTICES

1. Any notice or other communication by either party to this Agreement to the other, shall be deemed to have been sufficiently given, if mailed registered and postage prepaid or delivered by hand or by facsimile transmission to the other party at the following addresses.

Any notice of communication shall be delivered or faxed to the Operator at:

Fire Chief
Corporation of the City of Sault Ste. Marie Fire Services
72 Tancred

Sault Ste. Marie, Ontario
P6A2W1

Phone: 705 949 3335
Fax: 705 949 2341

Any notice of communication shall be delivered or faxed to the DSSMSSAB at:

CAO
District of Sault Ste. Marie Social Services Administration Board
Social Services Building II
180 Brock Street
Sault Ste. Marie, Ontario
P6A 3B7

Phone: 705 541 7300
Fax: 705 759 5452

2. Where notice is given by registered mail, it shall be deemed to have been received on the third business day after date of mailing. Where notice is given personally or by facsimile, it shall be deemed to have been received on the date of delivery or faxing.

3. Each party shall provide the other party with any change in address or telephone, or facsimile number, the proof of which lies upon the party making the change.

SECTION 22 - FORCE MAJEURE

1. Notwithstanding anything contained in this Agreement, the parties shall not be liable to each other for damages sustained as a result of interruption of service to be provided under this Agreement caused by acts of God, the elements, fire, war or order of any legislative body of duly constituted authority. The Operator shall forthwith resume providing service when such cause or contingency ceases to be operative.

SECTION 23 - REPRESENTATIONS AND WARRANTIES

1. The Operator represents and warrants that it is duly authorized and empowered to enter into and carry out the terms and conditions of this Contract.

2. The Operator represents and warrants that there is no claim, action, suit or proceeding pending or to its knowledge threatened against it, and no incorporating statute or other instrument to which it is a party or by which it may be bound, which may in any way prevent or interfere with or adversely affect the carrying out of the terms and conditions of this Contract or in any way impair the force and validity of this Contract.

3. The provisions of Sections 15, 17, 18, 19, 34 and this Section shall survive the termination of this Agreement.

SECTION 24 - SEIZURES

1. The Operator shall forthwith give notice to the DSSMSSAB of any and all seizures, garnishments, attachments, forfeitures, liens claims, privileges, debts, taxes, charges, pledges or encumbrances of any nature whatsoever which are or may be attached to, or which affect or may affect, the assets of the Operator used in the provision of the services hereunder or the ability of the Operator to provide the service at any time during the term of this Agreement.

SECTION 25 -STATEMENTS

1. This Agreement, including the Appendices, represents the entire agreement between the parties and supersedes all previous negotiations and agreements between the parties with respect to the subject matter. No representation, warranty or agreement other than as set forth in this Agreement, shall be binding upon the parties unless expressed in writing, signed by each party and stated or implied as an expressed modification of or permission granted or approved under this Contract.

SECTION 26 - FURTHER ASSURANCES

1. Each of the parties shall, upon the reasonable request of the other, execute such further and other lawful acts, deeds, things, devices and assurances for the better performance of this Contract.

SECTION 27 - VALIDITY

1. The invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision were severed and deleted.

SECTION 28 - NON-PERFORMANCE

1. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect its right thereafter to enforce such provision. The waiver of a breach of any provision by either party shall not be taken or be held to be a waiver of any further breach of the same provision or of a breach of any other provision.

SECTION 29 - GOVERNING LAW

1. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 30 - INTERPRETATION

1. The headings contained in the body of this Contract shall be deemed to have been inserted for convenience for reference only.

2. For the purposes of this Contract, the singular shall include the plural, as the context requires.

3. The Appendices annexed to this Contract and the amended Appendices approved by the DSSMSSAB during the term of the Contract shall form part of the Contract as fully as if set forth in the contract.

4. When used in this Contract, the terms "Operator" or "DSSMSSAB" shall be deemed to include their respective servants, officers, employees, agents, authorized representatives and any other persons for whom they are in law responsible.

5. When used in this Contract the term "working days" shall be deemed to mean Monday to Friday excluding holidays.

6. Gender as expressed - Wherever gender-specific terms are used, they are to equally apply to female and male persons.

7. The term "Agreement" and "Contract" herein shall mean this agreement and shall include all Appendices hereto and all amendments hereafter made in accordance with Section 35 hereof.

SECTION 31 -VALUE ADDED

1. Operator agrees to work as reasonably required with the DSSMSSAB Liaison to identify innovative and quantifiable opportunities for "Value Added" service enhancements and service cost containment. Decisions concerning their adoption and implementation rest with the DSSMSSAB.

SECTION 32 –WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

1. The Operator agrees to remain in good standing with the Workplace Safety and Insurance Board (W.S.I.B,.) and to furnish the DSSMSSAB with satisfactory evidence of compliance with all provisions of the *Workplace Safety and Insurance Act* (Ontario).

2. The Operator agrees to furnish the DSSMSSAB with a replacement Certificate of Clearance upon the expiry of each previous certificate (i.e. every 60 days) during the term of the Agreement. The DSSMSSAB reserves the right to hold progress payments, or payment or any invoice submitted by the Operator until a satisfactory Certificate of Clearance has been provided.

SECTION 33 - SUCCESSION

1. This Agreement shall be binding upon and ensure to the benefit of both the Operator, its successors and assigns as provided in the agreement and the DSSMSSAB, its successors and assigns.

SECTION 34 - PAYMENTS TO THE OPERATOR

1. Operator agrees to operate the land ambulance service in accordance with the approved budget. Any cost savings would either be returned to the DSSMSSAB or be re-invested with the DSSMSSAB's prior written approval in the land ambulance service.

2. This contract provides for a separation of land ambulance costs into two components:

    a) DSSMSSAB approved annual operating budget based on normal predictable requirements, and

    b) In year cost increases due to factors beyond the control of the Operator as approved by the DSSMDSAB.

3. For the approved annual operating budget it is agreed that:

    a) The Operator shall be held responsible for the budget forecast relative to the normal operation of land ambulance services for the DSSMSSAB, and must provide the services agreed to within the approved budget in compliance with this Agreement.

    b) DSSMSSAB shall compensate the Operator on a monthly basis for expenditures incurred in accordance with the approved annual budget. Progress payments will be made on the 15th day of each month, and be based on 1/12 of the approved annual operating budget.

    c) An audit will be carried out annually at the Operator's expense by a firm of Chartered Accountant(s) licensed to practise public accounting in Ontario. Any under-expenditures or surpluses as defined and determined by the annual audit shall be returned to the DSSMSSAB within forty-five (45) days or be used to reduce the subsequent year's operating budget.

    d) The DSSMSSAB may at its discretion and expense have the DSSMSSAB auditors perform such audit as it deems necessary on the land ambulance service.

    e) Consitent with the language in Section 2(4), the administrative budget line contained in the final Appendix "A" will be negotiated between the Parties and approved by the DSSMSSAB Board of Directors and will not be reconciled as between the Operator and DSSMSSAB.

4. For legitimate in year costs associated with unplanned events beyond the Operator's control, the DSSMSSAB will compensate the Operator through a separate mechanism involving an annual reconciliation and quarterly calculations:

    a) The Operator shall submit monthly reports identifying areas where such cost increases have occurred and provide justification. The areas where legitimate cost increases may occur are limited to:

- Increase in overtime requirements due to decisions by the CACC centre, beyond those included in the budget forecast

- Increases in call volumes beyond those included in the budget forecast

- Increases resulting from changes in the collective agreement beyond those included in the budget forecasts

- Adjustment to benefits such as WSIB, CPP, etc. defined by government agencies and not included in the budget forecast

- Adjustments to benefits such as the Pension Plan not included in the budget forecast

- Cost increases due to value added service changes approved by the DSSMSSAB in accordance with Appendix "B" or as may be required by changes in legislation or regulations.

b) All requests for payment on such items will either require supporting documentation or be subject to verification by the DSSMSSAB Liaison from such sources as IMEDIC, CACC records, government directives, and medical reports, etc., depending on the nature of the claim. The decision of the DSSMSSAB on such matters will be final.

c) The Operator commits to cover any over-expenditures not approved by the DSSMSSAB. Therefore, before compensating the Operator for allowable items, reconciliation must be made to ensure the intent of the commitment. The DSSMSSAB will carry out an annual reconciliation to determine the amount of additional compensation owing to the Operator using the following formula:

Compensation equals: Actual annual expenditures *less* approved annual budget *less* "ineligible" in year costs.

If approved, the DSSMSSAB agrees to compensate the Operator by an amount equal to the value generated by the above formula. If the resulting value is negative (i.e., less than zero) then no additional compensation shall be owing or paid.

d) At the Operator's request, the DSSMSSAB will make quarterly calculations and provide an advance payment if appropriate.

e) Payments to accommodate unexpected events will not be built into the base-operating budget for subsequent years unless the cost increase relates to such items which are of a permanent nature.

f) Value added changes that result in reductions or increases in expenditures shall be taken into account in the calculation of the reconciliation and will be built into the base-operating budget for subsequent years.

g) DSSMSSAB will not entertain any request for additional funds for in year cost increases in any areas other than those itemized in Section 4(a).

5. Both parties agree to actively work together to identify and implement opportunities for cost savings and cost containment.

SECTION 35 - AMENDMENT OF AGREEMENT

1. In this Section, "amendment" means any amendment, alteration, substitution, deletion, replacement or other change of or to any one or more of the provisions of this Contract, including the Appendices to this Contract.

2. The parties may, at any time during the term of this Contract, agree to amend this Contract. Any amendment shall be in writing and shall be signed by both parties.

SECTION 36 - ASSIGNMENT

1. This Agreement may be assigned by the DSSMSSAB at its sole discretion. The Operator specifically acknowledges that it may not assign its obligations, rights, entitlements or benefits under this Agreement without the written consent of the DSSMSSAB, which consent may not be arbitrarily withheld.

The Parties have executed this Agreement on the date set out below.

DATED AT SAULT STE. MARIE, ONTARIO this _____ day of _____, 2018.

_____

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

_____

Mayor Christian Provenzano

_____

Malcolm White – City Clerk

DISTRICT OF SAULT STE.MARIE SOCIAL SERVICES ADMINISTRATION BOARD

_____

NAME & TITLE (PLEASE PRINT)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-157

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation for funding for the FutureSSM project.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Northern Ontario Heritage Fund Corporation as, a copy of which is attached as Schedule “A” hereto. This Agreement is for funding for the FutureSSM project.

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 26th day of June, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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Schedule "A"

THE AGREEMENT made in duplicate

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

("**NOHFC**")

- and -

CORPORATION OF THE CITY OF SAULT STE MARIE

a municipality existing under the laws of Ontario

(the "**Recipient**")

Background:

NOHFC has among its objects the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency;

(e) "include", "includes" and "including" shall not denote an exhaustive list; and

(f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 **Definitions.** In the Agreement the following terms shall have the following meanings:

"**Agreement**" means this agreement for Project number 8210247 entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

"**Conflict of Interest**" has the meaning ascribed to it in section 7.2.

"**Effective Date**" is the date the Agreement is signed by NOHFC.

"**Eligible Project Costs**" means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between September 7, 2017 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule "B". For greater certainty, Eligible Project Costs relating to employment shall only include mandatory employment related costs ("**MERC**") such as actual salary or wages and MERC benefits. MERC benefits include only mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums.

"**Event of Default**" has the meaning ascribed to it in section 14.1.

"**Excess Funds Amount**" means the excess, if any, of X – Y where
"X" is the amount of Funds provided to the Recipient under the Agreement; and
"Y" is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

"**Funding Year**" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"**Funds**" means the money NOHFC provides to the Recipient pursuant to the Agreement.

"**Ineligible Project Costs**" means all Project costs that are not Eligible Project Costs.

"**Maximum Funds**" means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) $1,400,000.

"**NOHFC Claim Schedule**" means the NOHFC claim schedule set out in Schedule "C".

"**Northern Ontario**" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.

"**Notice**" means any communication given or required to be given under the Agreement.

"**Party**" means either NOHFC or the Recipient and "**Parties**" means NOHFC and the Recipient.

"**Project**" means the undertaking described in Schedule "A" and in the Project Plan in Schedule "C".

"**Project Budget**" means the budget for the Project set out in Schedule "B".

"**Project Costs Chart**" means the chart of Project costs set out in Schedule "B".

"**Project Funding Chart**" means the chart of Project funding set out in Schedule "B".

"**Project Implementation Phase**" has the meaning ascribed to it in Schedule "A".

"**Project Initiation Phase**" has the meaning ascribed to it in Schedule "A".

"**Project Percentage**" means 35.12%.

"**Project Plan**" means the chart setting out milestones/activities and timelines for the Project in Schedule "C".

"**Quarter**" or "**Quarters**" means one or more of the following four periods of time in NOHFC's fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

"**Reports**" means the financial and progress reports described in Schedule "E" and any other reports requested by NOHFC.

"**Request for Funds**" means the form set out in Schedule "D" of the Agreement.

"**Wind Down Costs**" means the Recipient's reasonable costs to wind down the Project.

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;

(c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and

(d) no Conflict of Interest exists.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance**. The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

(a) establish procedures to ensure the ongoing effective functioning of the Recipient;

(b) establish decision-making mechanisms;

(c) provide for the prudent and effective management of the Funds;

(d) establish procedures to enable the successful completion of the Project;

(e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and

(g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting documentation.** Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

ARTICLE 3
TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

3.1 **Term**. The term of the Agreement shall commence on the Effective Date and shall expire one year after the Project completion date set out by the Recipient in Schedule "C" (the "**Expiry Date**") unless terminated earlier pursuant to Article 13 or Article 14.

3.2 **Project and use of Funds**. The Recipient shall:

(a) carry out the Project;

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal

by-laws, and other orders, rules, by-laws, and industry standards applicable to any aspect of the Project;

(b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;

(c) use the Funds only for the purpose of carrying out the Project; and

(d) spend the Funds only in accordance with the Project Budget.

ARTICLE 4
CHANGES

4.1 **No changes.** The Recipient shall:

(a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient; and

(b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 **Notification**. The Recipient shall notify NOHFC promptly if it becomes aware of:

(a) any actual or potential material changes to the Project and/or Project Budget; and

(b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

ARTICLE 5
FUNDS, PAYMENT AND CARRYING OUT THE PROJECT

5.1 **Obligation to fund.**

(a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.

(b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 **Payment of Funds.**

(a) Subject to the terms and conditions of the Agreement, NOHFC shall:

(i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;

(ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

(b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:

(i) a completed Request for Funds; and

(ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

5.3 **Limitations on funding**.

(a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:

(i) vary the amount of Eligible Project Costs that it reimburses; and

(ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.

(b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.

(c) In the event the Recipient:

(i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than $100,000;

(ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or

(iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds $100,000,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

(d) NOHFC shall hold back 10% of $1,400,000, to be released only after all of the following have occurred:

(i) completion of the Project in accordance with the Agreement;

(ii) receipt by NOHFC of all Reports required under the Agreement; and

(iii) receipt by NOHFC of the final Request for Funds for the Project.

(e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.

(f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.

(g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. **Conditions of funding**. NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

(a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;

(b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed, including, without limitation, a resolution or other documentation from the Algoma Leadership Table ("**ALT**") members evidencing ALT's commitment to fund the Eligible Project Costs attributed to it in the Project Funding Chart

(c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;

(d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project, including without limitation, resolutions of the Recipient's municipal council or other

documentation, as applicable, in form and substance satisfactory to NOHFC, confirming support for the Project, stating its total financial commitment over the duration of the Project, and committing the Recipient to cover any potential cost overruns;

(e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer; and

(f) in the case of any disbursement of Funds in respect of the Project Implementation Phase, NOHFC shall have received a copy of the FutureSSM project implementation plan (the "**Implementation Plan**") satisfactory to NOHFC. The Implementation Plan shall include, but not be limited to:

(i) work plans, budgets and deliverables for all Project implementation activities recommended by the Recipient's committee development roundtable for the second and third years of the FutureSSM project;

(ii) identification of resources and community partners to assist with such implementation, with specific roles and accountability structures defined;

(iii) key community metrics and an annual reporting format to measure success in achieving deliverables and achieving overarching goals of the FutureSSM project;

(iv) sustainability strategy for the FutureSSM project; and

(v) a discussion of work completed to date to obtain operational funding support from community organizations (private, non-profit and public sectors) beyond the three-year duration of the FutureSSM project.

ARTICLE 6
ACQUISITION OF GOODS AND SERVICES; HIRING PROCESSES; DISPOSAL OF ASSETS AND OWNERSHIP OF BUILDINGS AND FACILITIES

6.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than $25,000 a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over $25,000 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.

6.2 **Hiring**. If the Recipient hires employees in connection with the Project, it shall conduct a fair and open hiring process for each such employee, and shall, on the completion of such hiring process, provide NOHFC with evidence of same to NOHFC's satisfaction, including a copy of each job posting, and information regarding: (i) where the posting was advertised, (ii) information on the number of applications received, (iii) information on the number of interviews conducted, and (iv) a discussion of the qualifications of the successful applicant as compared to other applicants who applied for the position. NOHFC may, at its sole discretion, consent to a hiring process that is not fair and open.

6.3 **Disposal of assets.** The Recipient shall not, during the term of the Agreement and for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded $10,000 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.

6.4 **Buildings and Facilities**. Unless NOHFC otherwise agrees in writing, Recipient shall own or lease all buildings or facilities purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.

6.5 **Travel, meal and accommodation costs.** If travel, meal and accommodation costs associated with the Project will be claimed as Eligible Project Costs, such costs must comply with the requirements of the Ontario Public Service Travel, Meal and Hospitality Expenses Directive, a copy of which may be found online at: https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive .

ARTICLE 7
CONFLICT OF INTEREST

7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.

7.2 **Conflict of Interest includes.** For the purposes of this Agreement, a Conflict of Interest includes:

(a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and

(b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

7.3 **Disclosure to NOHFC.** The Recipient shall:

(a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and

(b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of such disclosure.

ARTICLE 8
REPORTING, ACCOUNTING AND REVIEW

8.1 **Preparation and submission**. The Recipient shall:

(a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;

(b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;

(c) ensure that all Reports are completed to the satisfaction of NOHFC;

(d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and

(e) provide the Implementation Plan to NOHFC by the end of the Project Initiation Phase.

8.2 **Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

8.3 **Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

(a) inspect and copy the records and documents referred to in section 8.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.

8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.

8.6 **Auditor General**. For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

8.7 **Audit report**. If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:

(a) Funds received to date;

(b) Eligible Project Costs incurred by the Recipient to date;

(c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and

(d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

ARTICLE 9
CREDIT

9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.

9.2 **Publication**. If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.

9.3 **Signage**. At NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project as approved by NOHFC.

ARTICLE 10
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 11
INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement.

ARTICLE 12
INSURANCE

12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than $2,000,000 per occurrence. The policy shall include the following:

(i) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(ii) a cross-liability clause;

(iii) contractual liability coverage; and

(iv) a 30 day written notice of cancellation.

12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.

12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.

12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

ARTICLE 13
TERMINATION ON NOTICE

13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:

(a) shall have no further obligation to make any payment of Funds;

(b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and

(c) may determine the Recipient's reasonable Wind Down Costs, and either:

(i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or

(ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 14
EVENT OF DEFAULT AND CORRECTIVE ACTION

14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

(a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;

(b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;

(c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:

(i) carry out the Project;

(ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;

(iii) use or spend Funds; and/or

(iv) provide Reports;

(d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;

(e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors is instituted against the

Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;

(g) the Recipient ceases to operate; or

(h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

14.2 **Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

(a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) suspend the payment of Funds for such period as NOHFC determines appropriate;

(c) reduce the amount of the Funds;

(d) cancel all further payment of Funds;

(e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or

(i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

14.3 **Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

(a) of the particulars of the Event of Default; and

(b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

(a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;

(b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,

NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).

14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15
PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.

15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

ARTICLE 16
COMPLIANCE WITH AGREEMENT AND LAWS

16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.

16.2 **Compliance with Laws and Standards.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers, if any, at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

ARTICLE 17
REPAYMENT AND SET OFF

17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.

17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.

17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

ARTICLE 18
NOTICE

18.1 **Notice in writing and addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to NOHFC and the Recipient respectively, as set out below:

To NOHFC:

Northern Ontario Heritage Fund Corporation
70 Foster Drive, Suite 200
Sault Ste. Marie, Ontario P6A 6V8

Attention: Executive Director

Fax: 705-945-6701

To the Recipient:

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

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

Fax: 705-759-2310

18.2 **Notice**. Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;

(b) in the case of personal delivery, on the date such Notice is delivered to the other Party; or

(c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.

18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19
SEVERABILITY OF PROVISIONS

19.1 **Invalidity or unenforceability of any provision**. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20
WAIVER

20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21
INDEPENDENT PARTIES

21.1 **Parties independent**. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22
ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.

22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23
GOVERNING LAW

23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24
FURTHER ASSURANCES

24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25
SURVIVAL

25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26
SCHEDULES

26.1 **Schedules.** The Agreement includes the following schedules:

(a) Schedule A - Project Description;

(b) Schedule B – Project Budget;

(c) Schedule C – Project Plan and NOHFC Claim Schedule;

(d) Schedule D – Request for Funds;

(e) Schedule E – Reports; and

(f) Schedule F – Change Request Form.

ARTICLE 27
ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

27.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. If the Recipient wishes to amend the Agreement, including to extend the term of the Agreement, the Recipient will complete the appropriate sections of the Change Request Form as set out in Schedule "F" and submit it to NOHFC no later than 30 days prior to the Expiry Date. NOHFC is under no obligation to consider Change Request Forms submitted after this date. NOHFC may approve or reject all or part of any such change request in its sole discretion and may require the Recipient to enter into a separate amending agreement. In the event NOHFC signs a Change Request Form, this Agreement will be amended accordingly.

ARTICLE 28
BPSAA

28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 29
FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 **Other Agreements**. If the Recipient:

(a) has failed to comply (a "**Failure**") with any term, condition or obligation under any other agreement with NOHFC;

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

ARTICLE 30
SIGNATURE

30.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30.2 **Execution by Facsimile, TIFF, PDF**. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("**TIFF**") or Portable Document Format ("**PDF**") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

ARTICLE 31
TIME IS OF THE ESSENCE

31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

The Parties have executed the Agreement on the dates set out below.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

JUN 27 2018

Melanie Muncaster
Executive Director

Date

CORPORATION OF THE CITY OF SAULT STE. MARIE

2018 06 26

Name: Christian Provenzano
Position: Mayor

Date

2018 06 26

Name: **MALCOLM WHITE**
Position: City Clerk
City of Sault Ste. Marie
District of Algoma

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT DESCRIPTION

1. Project summary

The Project involves the implementation of the recommendations laid out in the "FutureSSM – A Common Cause and New Direction for Sault Ste. Marie" report ("**FutureSSM**") The Recipient will engage a project team to support the Community Development Roundtable, which is a stakeholder committee group comprising seven subcommittees focusing on the overarching goals of FutureSSM. This project team will lead the implementation of an implementation plan which is to be developed during the course of the Project. The project team will consist of six newly-created positions, including a Project Manager, a Communications Supervisor, a Labour Force Development Supervisor, a Social Equity Supervisor, an Arts and Culture Supervisor, and a Film/Digital Media Supervisor.

The Project budget includes hiring these positions, providing them with operating budgets for implementation purposes, and retaining consultants and marketing personnel to support the overall efforts.

The Project has two phases. The initial phase involves developing a priority list of FutureSSM-related projects, as well as the creation of an Implementation Plan for the implementation of such projects (the "**Project Initiation Phase**"). The Project Initiation Phase is expected to be completed prior to March 31, 2019. Subsequently, with NOHFC approval, the Recipient shall proceed to the second phase of the Project, which involves the actual implementation of such recommended priority projects (the "**Project Implementation Phase**"). The Project Implementation Phase is expected to last for two years.

2. Project purpose

The purpose of the FutureSSM initiative is to develop Sault Ste. Marie's economy and community utilizing international best practices through the four pillars of Economic Growth and Diversity, Social Equity, Cultural Vitality, and Environmental Sustainability, strengthening the community's ability to adapt to uncertainty and thrive within an ever-changing global context.

Overarching goals identified by FutureSSM and supported by the Project include:

- Promoting the community
- Refocusing economic and community development
- Building the labour force
- Growing post-secondary institutions
- Inviting immigration and welcoming newcomers
- Advancing indigenous relationships
- Improving community well-being
- Revitalizing the city's downtown

The Project will involve the direct creation of at least three new full-time equivalent positions.

3. Project location

Sault Ste. Marie, ON.

SCHEDULE "B"

PROJECT BUDGET

1. *Project Costs Chart*

Project cost category	*Eligible Project Costs*	*Ineligible Project Costs*	*Total cost*
Project Staff*	$ 1,928,973	-	$ 1,928,973
Consultants and Marketing	$ 1,885,270	-	$ 1,885,270
Travel, Meeting Materials, Equipment and Phones**	$ 172,050	-	$ 172,050
Office space	-	$ 16,500	$ 16,500
Project Oversight	-	$ 8,000	$ 8,000
TOTAL	**$3,986,293**	**$24,500**	**$4,010,793**

* *Eligible Project Costs for this Project cost category shall only include mandatory employment related costs ("MERC") such as actual salary or wages and MERC benefits. MERC benefits include only mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums. Any other benefits or deductions shall be considered Ineligible Project Costs.*

** *Eligible Project Costs may include travel, meal and accommodation costs that comply with the Travel, Meal and Hospitality Expenses Directive (see section 6.5 of the Agreement). Non-compliant costs are ineligible for funding by NOHFC.*

2. *Project Funding Chart*

Funding sources	*Financing type*	*Project cost category*	*Eligible Project Costs*	*Ineligible Project Costs*	*Total funding*
NOHFC	Conditional Contribution	All eligible	$ 1,400,000		$ 1,400,000
Recipient	Cash	All	$ 1,333,968	$24,500	$ 1,358,468
FedNor	Conditional Contribution	All eligible	$ 1,100,000		$ 1,100,000
ALT Members	Cash	Project Staff wages - Social Equity Coordinator	$ 152,325		$ 152,325
		TOTAL:	**$3,986,293**	**$24,500**	**$4,010,793**
		NOHFC % of total Eligible Project Costs	**35.12%**		

SCHEDULE "C"

PROJECT PLAN AND NOHFC CLAIM SCHEDULE

1. ***Project Plan***

Project milestones	*Timing*	
	Start (month/ year)	*End (month/ year)*
PROJECT INITIATION PHASE	**April 2018**	**March 31, 2019**
CDR		
• Finalize Community Development Roundtable and sub-committees	April 2018	May 2018
• Undertake research and community engagement per sub-committee	May 2018	November 2018
• Recommendations from sub-committee	November 2018	January 2019
Project Staff		
• Finalize project staff hires	April 2018	June 2018
• Initial research, community engagement and establishment of current landscape/best practices	June 2018	November 2018
• Development of strategy, priorities and funding requirements for each focus area (labour force attraction, social equity, arts and culture, film and digital media, community promotion)	November 2018	January 2019
Finalize Project Implementation Plan with milestones and metrics for advancing community development priorities	January 2019	March 31, 2019
PROJECT IMPLEMENTATION PHASE	**April 2019**	**April 2021**
CDR		
• Undertake detailed planning of projects identified as community priorities per pillar (each project will likely involve an RFP process, selection of subject matter expert, development of detailed business plan and/or feasibility study and/or architectural design) according to Project Implementation Plan	April 2019	September 2019
• Undertake implementation of feasible projects as finalized through consultation and community engagement (finalize approach, undertake any necessary fund raising/organizational contribution, project implementation)	September 2019	April 2021
Project Staff		
• Labour Force Attraction - direct outreach, coordination of	March 2019	April 2021

welcome/support network, development of articles/stories for communications according to Project Implementation Plan		
• Social equity - implementation of programs; communications strategy and content development according to Project Implementation Plan	March 2019	April 2021
• Arts and culture – implement identified priority projects/initiatives to advance the arts and culture sector according to Project Implementation Plan	March 2019	April 2021
• Communications - Undertake brand launch and implementation actions; ongoing communication content development; PR strategy and advertisement campaign coordination according to Project Implementation Plan	March 2019	April 2021
• Film and digital media – Proactively market and promote SSM as a film location; liaise with film/digital media producers; attend appropriate film development workshops/events to network and promote the community according to Project Implementation Plan	March 2019	April 2021

2. ***NOHFC Claim Schedule***

	Funding Year 1 (ending Mar 31/2019)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Eligible Project Costs	$273,800	$233,500	$379,300	$613,800	$1,500,400
NOHFC claim	$ 96,159.38	$ 82,005.90	$ 133,211.30	$ 215,568.40	$ 526,944.98

	Funding Year 2 (ending Mar 31/2020)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Eligible Project Costs	$211,500	$373,500	$414,540	$404,400	$1,403,940
NOHFC claim	$ 74,279.43	$131,174.32	$145,587.69	$142,026.49	$ 493,067.94

	Funding Year 3 (ending Mar 31/2021)				
	Apr 1- Jun 30	*Jul 1- Sep 30*	*Oct 1- Dec 31*	*Jan 1- Mar 31*	***Total* Less holdback 10%***
Eligible Project Costs	$309,100	$201,000	$173,220	$0	$683,320
NOHFC claim	$108,556.85	$70,591.80	$60,838.43	$0	$239,987.08

	Funding Year 4 (ending Mar 31/2022)				
	Apr 1- Jun 30	*Jul 1- Sep 30*	*Oct 1- Dec 31*	*Jan 1- Mar 31*	***Total***
Eligible Project Costs	$398,633				$398,633
NOHFC Project Holdback (10%)	$140,000.00				$140,000.00

3. PROJECT COMPLETION DATE: MAY 31, 2021

SCHEDULE "D"

REQUEST FOR FUNDS FORM

Claim Number:

1. ***Project Progress***

Project milestones	*% Complete*	*Comments*
TOTAL		

2. ***Is this the Recipient's final request for Funds for the Project?***

☐ No
☐ Yes

3. ***Request for Funds (Current Claim)***

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

(a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Projects Costs claimed in this request for Funds; and

(b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE "D" (CONT'D)

REQUEST FOR FUNDS FORM

4. *Eligible Project Costs - Claim status*

Please complete this table below in conjunction with the tables in section 5 of this form. Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

Eligible Project Cost category	*Total Eligible Project Cost amount*	*Total Eligible Project Costs of all claims submitted to date (not including this request)*	*Eligible Project Costs this request*	*Balance of Eligible Project Costs remaining (after this request)*	*Table no. if applicable (from section 5 of this form)*
Project Staff	**$ 1,928,973**				
Consultants and Marketing	**$ 1,885,270**				
Travel, Meeting Materials, Equipment and Phones	**$ 172,050**				
TOTAL	**$3,986,293**				
NOHFC Funds (35.12%)					

Total Eligible Project Costs this request: **$ _____ (A)**

NOHFC % of Eligible Project Costs **35.12%** **(B)**

Current Payment Request: $** **$ _____ (C)
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

5. ***Detailed Listing of Transactions for each Eligible Project Cost category***

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

Table 1: <Eligible Project Cost category: _____ >

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

Table 2: <**Eligible Project** Cost category: _____ >

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

(Request for Funds Form continued on following pages. Please fill out all pages.)

6. *Certification*

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "E"

REPORTS

REPORTS SCHEDULE

Name of Report	Due Date(s)	Format and content requirements
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule "E"
4. Hiring Process Information	After all project staff have been hired	See section 6.2 of the Agreement
5. Implementation Plan	Prior to the beginning of the Project Implementation Phase	See subsection 5.4(f) of the Agreement.
6. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule "E"

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF ANNUAL REPORT

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.

7. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.

3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to Northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF FINAL REPORT

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above, together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.

3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to Northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

SCHEDULE "F"

CHANGE REQUEST FORM

Please complete all appropriate sections (to be completed by Recipient)

1. ☐ ***Amendment to NOHFC Claim Schedule***
(For a requested amendment of $100,000 or more in any Quarter)

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	Funding Year 1 (ending Mar 31/20__)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Previous					
New					

	Funding Year 2 (ending Mar 31/20__)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. ☐ ***Changes in Project Plan***
(Complete where the Project milestones or their timing changes)

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

Project milestones		***Timing***			
		Start (month/ year)		***End (month/ year)***	
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE "F" (CONT'D)

CHANGE REQUEST FORM

Reasons for requested amendment to the Project Plan:

3. ☐ ***Amendment to Project completion date***

(Complete where an amendment to the Project completion date is requested.)

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: _____

Requested Project completion date: _____

Reasons for requested amendment to the Project completion date:

4. ☐ ***Transfer of costs between Project Cost Categories***

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

Project Cost Category	***Total Project Costs***	
	PREV.	**NEW**
TOTAL		

Reasons for requested transfer of amounts between Project cost categories:

(Change Request Form continued on following page – please fill out all pages)

5. ☐ ***Other amendments to the Agreement***

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

6. ***Acknowledgement***

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

CORPORATION OF THE CITY OF SAULT STE. MARIE

_____ Date:_____

Print Name:

Position:

I have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

_____ Date:_____

Name:

Position:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-158

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for funding for the FutureSSM project.

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 27, 2018, between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry, a copy of which is attached as Schedule “A” hereto. This Agreement is for funding for the FutureSSM project.

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-158 FedNor Funding FutureSSM.docx

Schedule "A"

Industry Canada
FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada
FedNor
19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-511623

THIS AGREEMENT made as of: JUN 2 7 2018

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the City of Sault Ste. Marie
(the "Recipient")

WHEREAS in response to an application from the Recipient received November 6, 2017, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum
Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its succcssors and permittcd assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

a) the Completion Date; or

b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

a) Section 4 – Total Canadian Government Funding

b) Section 7 – Monitoring and Audit

c) Section 8 – Representations

d) Section 11 – Indemnification and Limitation of Liability

e) Section 12 – Default and Remedies

f) Section 13 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before April 1, 2018 (the "Commencement Date") and is completed on or before April 30, 2021 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

a) 30.24% of the incurred Eligible & Supported Costs of $3,638,500 of the Project outlined in Annex 1, and

b) $1,100,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to November 6, 2017 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

NOHFC	$1,400,000

b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
   i) a list of Eligible and Supported Costs incurred;
   ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
   iii) any other documentation in support of the claim as may be required by the Minister.

b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.

c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.

d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:

i) a final statement of total Project costs;

ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;

iii) a Final Activity Report on the Project;

iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and

v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

a) the Project is completed to the satisfaction of the Minister;

b) the Final Report has been submitted to the satisfaction of the Minister;

c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and

d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.

7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.

7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:

a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;

b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and

c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.

7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and

b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;

b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;

c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;

d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;

ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and

g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;

c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;

d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;

e) in the opinion of the Minister, there is a material adverse change in risk;

f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;

b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;

c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and

d) exercise any other remedy available to the Minister at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars ($25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.

13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.

13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.

13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;

b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;

c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;

d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and

e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
2 Queen Street East
Sault Ste. Marie ON P6A 1Y3

Attention: Mrs. Pamela McRae
Community Competitiveness - Implementation (Non-Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Al Horsman
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-511623

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Industry

Per:
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: JUN 27 2018

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of Sault Ste. Marie

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Sault Ste. Marie

Project Number: 851-511623

I. PROJECT SCOPE

i) Description:

The Recipient is requesting $1,100,000 in non-repayable Northern Ontario Development Program funding, which represents 30.24% of eligible supported costs of this project to coordinate multiple community initiatives to stimulate economic growth and prosperity. The objective of the three-year project, referred to as FutureSSM, is to change the trajectory of the community from decline to growth by mobilizing and leveraging community assets and setting economic, social, health, and community well-being goals that will strengthen the labour force and diversify the economy.

ii) Project Location:

Sault Ste. Marie, Ontario

iii) Dates:

a) Commencement Date - April 1, 2018
b) Completion Date - April 30, 2021

iv) Key Workplan Activities, Timelines and Milestones:

The project employs a four pillar approach to community resilience: Economic Diversity and Growth; Social Equity; Cultural Vitality; and Environmental Sustainability.

Key Activities include:

1. Hiring a Project Manager and establishment of Community Development Roundtables (CDR) and sub-committees
2. Facilitated sessions with the CDR and subcommittees
3. Recommendations from subcommittees
4. Implementation of recommendations and commencement of initiatives.

The Recipient must provide a resolution from the municipal council confirming its total financial commitment over the three-year life of the project including the contribution over the same period from the Algoma Leadership Table and committing the Recipient to cover any potential cost over-runs.

The Recipient must provide the FutureSSM implementation plan to FedNor by the end of the first year of the project (March 31, 2019). The implementation plan could support activities such as but not limited to: business expansion and enhancement of the entrepreneurship support; collaboration between the secondary and post-secondary education sector and industry to build the workforce of the future; leveraging tourism assets to develop new products to increase visitation (numbers of tourists and length of stay); strengthen the relationship with indigenous peoples to cooperate on common goals; support growth in the film and digital media industry and attract to retain arts and cultural professionals.

v) Performance Measures and Tracking Plan:

The Recipient will provide:
Work plans, budgets, and deliverables for project activities for each year of the project.

Key community metrics and an annual report to measure project success in achieving the project milestones, deliverables and overarching goals of the project.

Measurable activities and results to be tracked and monitored during the three-year project include:
- Number of direct jobs created
- Number of jobs maintained as a direct result of the project;
- Number of partners formally involved in delivering the project;
- Any studies or plans developed; and
- Number of events carried out as a result of project activities and the number of participants.

vi) Project Costs and Financing:

Project Costs:		Financing:	
Eligible Costs		FedNor	$1,100,000
- Supported	$3,638,500	Other Federal	$0
- Not Supported	$372,500	Provincial	$1,400,000
Ineligible Costs	$0	Municipal	$0
		Financial Institution	$0
		Recipient	$1,337,000
		Other	$174,000
Total	$4,011,000		$4,011,000

	Supported	Not Supported	Total
Eligible Costs:			
Salaries and Benefits	$1,597,600		$1,597,600
Consulting Fees	$1,501,800		$1,501,800
Marketing and Promotion	$416,500		$416,500
Travel	$52,500		$52,500
Equipment	$38,600		$38,600
Professional Development/Training	$31,500		$31,500
Administration (office space, project oversight		$24,500	$24,500
Salaries & Benefits - Social Equity Supervisor		$348,000	$348,000
TOTAL ELIGIBLE COSTS	$3,638,500	$372,500	$4,011,000
Ineligible Costs			
			$0
TOTAL INELIGIBLE COSTS			$0
TOTAL PROJECT COSTS			$4,011,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

The Recipient may complete the project in the language of their choice.

II. PROJECT FUNDING CONDITIONS

i) Variance of any of the Eligible Supported Costs

Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.

ii) Pre-disbursement Conditions

Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

iii) Advance Payments:

a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.

ii) A Final Activity Report by the Final Claims Reporting Date;

iii) Performance Reports, including:

a) a Final Results Report at project end on results achieved between the project start and end date;

b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Community Competitiveness - Implementation (Non-Capital)

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

a) directly related to the Project;

b) reasonable;

c) appear in the "The Project-Statement of Work";

d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and

e) incurred between November 6, 2017 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between November 6, 2017 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-159

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for the inspection of municipal bridges and major outdoor structures.

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 July 16, 2018 between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule “A” hereto. This Agreement is for the inspection of municipal bridges and major outdoor structures.

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-159- Biennial Bridge Inspection Agreement.docx

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 16th day of July 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 engage engineering services for the City of Sault Ste. Marie, in relation to the 2018 Biennial Bridge Inspections. We will be providing field inspection and reports (as per Section 2.2) for vehicular bridges, pedestrian bridges, overhead signs, retaining walls, bleachers and high mast light poles at sports fields.

Hereinafter called the 'Project' and has requested the Engineer to furnish such 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.

The Engineer will abide and follow the further directions and instructions provided by the Client from time to time as may be provided by 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 expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder.

The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

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**

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 completely indemnify and save harmless the Client, 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 Engineer, its employees, agents or officers or as a result of the performance of this Agreement by the Engineer, its employees, agents or officers or as a

consequence of the negligent actions or inactions of the Engineer , 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.

1.11 **Insurance**

The Engineer shall provide the following insurance coverage as set forth below and shall ensure that the Client is named as an additional insured under the following policies of insurance. Further the following insurance policies shall contain a waiver of subrogation in favour of the Client and shall further require that the Insurer not only be obliged to defend the Client in the event of any and all Claims but that the Insurer have the obligation to indemnify and save harmless the Client from any and all claims regardless of whether the Client is partially or wholly responsible for any such Claim(s) that may be made against Engineer and the Client. The Engineer shall provide a Certificate of Insurance with respect to this coverage to the Client before the commencement of the provision of the services under this Agreement:

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be $5,000,000 per occurrence.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of $5,000,000 per occurrence and $5,000,000 aggregate.

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 confidentially, 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 is 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 insistance 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 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

a) An estimate of the total fees to be paid for the Services.

b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.

c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).

b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).

c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

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 to be provided by Engineer will include a field inspection of all structures itemized in the RFQ, dated May 11, 2018; "Section 2.2, Scope". In addition, we will complete and provide inspection reports for all of the structures, including recommendations for maintenance over the next two years and a 10-year capital cost forecast.

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 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Job Classifications:

Senior Engineer	$160.00
Engineer 4	$135.00
Engineer 2	$105.00
Designer	$95.00
Technician/Site	$85.00
Clerical	$65.00

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Not applicable

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.

3.2.5 Upset Cost Limit

(a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.

(b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

(c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset limit of $30,670.00 plus applicable taxes.

(i) **Not applicable**

(ii) **Not applicable**

(d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.

(e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12% percent (1% percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

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.

3.4 Fee Estimate

Estimated Fee is contained in Schedule A.

Our fee for the 2018 work is under STEM project #18125 in the amount of $ 30,670.00 (+HST).

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 _____ ___

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"

Estimate Sheets

STEM ENGINEERING GROUP

875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f. 705.942.7515

ENGINEERING ESTIMATE

Project: **City Of SSM Biennial Bridge Inspection** Project No. **18125**

Description: **Inspections, Reports, OOM Estimates** Date: **June 12, 2018**

TASK	DESCRIPTION	HOURS		TOTAL
Preliminary	Allow **(MPC)**	6		
	Allow **(RM)**	4		
Ground work	Prepartion of Prelim version of data shts./ maps **(JD)**	40		
Field Inspections	Technician 5 days **(DB)**	40		
	Engineer 4 days **(RM)**	30		
Engineering	Compile data allow **(JD)**	20		
	Review and Assess data allow **(RM)**	40		
	BSI Calcualtions allow **(RM)**	40		
	Report allow **(RM)**	20		
	Peer review **(MPC)**	8		
Internal mtgs	Allow **(various)**	10		
OOM	Allow **(DB)**	24		
	Ten Year plan - Allow **(DB)**	4		
Supervision	Allow **(MPC)**	8		
Clerical	Allow **(JD)**	4		
	SUBTOTAL	**298**		**$ 30,670.00**
	13% HST			$3,987.10
	TOTAL			**$34,657.10**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-160

TAXIS: (P2.4) A by-law to amend Schedule "A" to By-law 2011-161 (A by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to section 156 of the *Municipal Act, 2001,* S.O. 2001, c. 25, and amendments thereto, **ENACTS** as follows**:**

1. **SCHEDULE "A" TO BY-LAW 2011-161 AMENDED**

A) Subsection 6.1 (i) of PART II, Requirements and Issuance of Licenses of Schedule "A" be repealed and replaced with:

6.1 The Board shall not grant a licence to any person:

(i) who has a criminal record for which a pardon has not been granted, save for wherein the individual has received a discretionary exception from subsection 6.1 (i) by the Board.

B) Tariff B, which forms part of Schedule "A" to by-law 2011-161 is hereby repealed and replaced with Tariff B attached to this by-law as Schedule "A.1".

2. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of July, 2018.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CLERK – MALCOLM WHITE

TARIFF "B"

RATES AND FARES FOR TAXICABS, INCLUDING BASIC WHEELCHAIR OR AMBULATORY SERVICE

For conveyance of goods or **passengers** by **taxicabs** within the City of Sault Ste. Marie or to any point not more than 5 kilometres beyond its limits.

BY METER – TAXICABS

For the first one-tenth of a kilometre or part thereof…… Minimum $3.90
A range of each additional one-fifteenth to one-thirtieth kilometre……..… $0.10

For waiting time, while under engagement, for each 15 seconds including time that the vehicle is stopped in traffic, but not to include a three minute grace period while waiting on a call at a private residence……..……$0.1875

There will be no charge for hand luggage or for other parcels that are carried inside the vehicle with the passenger.

Such rates and fares under this part shall include applicable taxes at the current rate.

Notice Regarding Included Taxes

The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "B", display a notice informing the passenger that the tariff includes ALL applicable taxes.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-161

AGREEMENT: (S1.4) A by-law to authorize the execution of the Agreement between the City and Algoma District School Board to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie) and to repeal By-law 2018-91.

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 July 16, 2018 between the City and Algoma District School Board, a copy of which is attached as Schedule “A” hereto. This Agreement is to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie).

2. **BY-LAW 2018-91 REPEALED**

By-law 2018-91 is hereby repealed.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-161 - ADSB Service Agreement and repeal 2018-91.docx

Schedule "A"

SERVICE AGREEMENT

This agreement is made this July 16, 2018.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

and

ALGOMA DISTRICT SCHOOL BOARD

(the "ADSB")

WHEREAS the ADSB conducts the election of trustees for all school boards within the unorganized areas (areas without Municipal Organization), including Algoma Locality, Chapleau Locality and Missarenda Locality pursuant to an agreement between the ADSB and the three localities;

AND WHEREAS pursuant to section 15(2) of the *Municipal Elections Act, 1996*, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the ADSB has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality, and for the DSSAB on behalf of the ADSB in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "A" to this Agreement (collectively referred to as the "Services").

2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.

3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality.

COST OF SERVICES

4. The City shall receive full reimbursement from the ADSB for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 16th day of July 2018 and shall conclude on the 28th day of October 2019 (the "Term").

6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the ADSB.

LIMITED LIABILITY AND RELEASE

7. The ADSB hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the ADSB further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the ADSB or to anyone for whom the ADSB may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the ADSB or any of the ADSB's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

8. The ADSB will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the ADSB by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

   Malcolm White
   Deputy CAO/City Clerk – Corporate Services
   The Corporation of the City of Sault Ste. Marie
   99 Foster Drive
   Sault Ste. Marie ON P6A 5X6

   Lucia Reece
   Director
   Algoma District School Board
   644 Albert Street East
   Sault Ste. Marie ON P6A 2K7

GENERAL PROVISIONS

10. This agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This agreement shall be treated in all respects as an Ontario contract.

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

13. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 16th day of July, 2018.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____

Mayor – Christian Provenzano

_____

City Clerk – Malcolm White

We have authority to bind the Corporation.

ALGOMA DISTRICT SCHOOL BOARD

Per:

_____

Name:
Position:

I have authority to bind the ADSB.

ALGOMA DISTRICT SCHOOL BOARD

ALGOMA LOCALITY EDUCATION (ALL)
CHAPLEAU LOCALITY EDUCATION
AND
MISSARENDA LOCALITY

Vote by Mail
Procedures and Rules

Municipal Election 2018

ALGOMA DISTRICT SCHOOL BOARD

Algoma District School Board

Municipal Election 2018
Vote by Mail
Procedure and Rules

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Section	Description	Page
Appendix "A"	Municipal Election Forms	Attached
Appendix "B"	Municipal Election Notices	Attached

1.0.0 Election Personnel

1.1.0 The Secretary of the School Board is responsible to conduct elections of members of the board who are to be elected by the electors of a locality; in that case, the Municipal Elections Act applies as if the secretary were the clerk, the school board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Secretary of the School Board is to establish the procedures and rules as authorized and approved in accordance to the Municipal Election Act, 1996, and to interpret the procedures and rules except as varied by a Court.

1.2.0 The Clerk may appoint in writing a Returning Officer and such other officials[1] as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters' List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

1.3.0 Written appointments and delegation of duties of DRO's and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the *Municipal Elections Act, 1996.*

1.4.0 Malcolm White, Deputy CAO / City Clerk, City of Sault Ste. Marie, is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2018 muncipal election in the following localities – Chapleau, Missarenda, Michipicoten, Sault, Central Algoma and North Shore.

2.0.0 Notices

2.1.0 Notice of Revision of Voters List is to be published and posted on ***September 4, 2018*** and to the close of voting ***on Voting Day, Monday, October 22, 2018 at 8:00 p.m.***

2.2.0 Notice of Nomination is to be published and posted no later than ***Nomination Day, Friday, July 27, 2018. Nomination Period runs from***

[1] Form EL11

May 1, 2018 until July 27, 2018 at 2:00 p.m.. The delay in "Notice Date" is due to the determination of School Board Trustees and appeals thereto.

3.0.0 Ballot Return Station

3.1.0 The following location shall be established as a Ballot Return Station and shall be subject to the dates and times of operation as noted.

3.1.1
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Monday – Friday: Only until October 19, 2018
8:30 a.m.- 4:30 p.m.

CLOSED THANKSGIVING: Monday, October 8, 2018

3.1.2
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Monday, October 22, 2018 - Only
10:00 a.m. – 8:00 p.m.

4.0.0 Revision of Voters' List Procedure

4.1.0 The period for revisions to the voters' list is from ***September 1, 2018*** until the close of voting on ***October 22, 2018***. Persons, upon application[2] in writing on the appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the voters' list.

4.2.0 Applications[3] to remove another person's name from the voters' list must be made in writing on the appropriate form established by the Clerk from the period ***September 1 – September 10, 2018.***

[2] Form EL15
[3] Form EL16

4.3.0 Revisions to the voter's list will be conducted at the ***Clerk's Department – Level 4, Civic Centre*** during regular office hours Monday to Friday, 8:30 a.m. – 4:30 p.m. except as varied in paragraph 3.1.0.

4.4.0 Electors added to the voter's list up to ***September 1, 2018*** will receive their Vote by Mail Kit by mail from DataFix.

4.5.0 Electors added to the voters' list from ***September 1, 2014 to October 22, 2018 m***ay pick up their Vote by Mail Kit after ***September 30, 2018*** and up to ***October 22, 2018 at 8:00 p.m.*** at the Ballot Return Station[4].

4.6.0 Electors added to the voters' list from ***September 1, 2018*** to the close of voting on ***October 22, 2018*** will be provided with a Vote by Mail Kit. These electors will have the option of returning the ballot via mail or conducting their vote at the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

5.0.0 Vote by Mail Procedure

5.1.0 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on ***October 22, 2018*** at 8:00 p.m.

5.2.0 The Vote by Mail Kit shall consist of:

- Voter Instruction Sheet
- Ballot (Composite if applicable)
- Ballot Secrecy Envelope
- Voter Declaration Form
- Outer Return Envelope (yellow) with prepaid postage
- Such other material as the Clerk may determine

5.3.0 The Returning Officer, during the week of ***October 1, 2018,*** shall cause to be mailed to every elector who had qualified to be on the voters' list by ***September 10, 2018***, a Vote by Mail Kit to the elector's address as shown on the Voters' List.

[4] See Section 3.0.0 for location, dates and times of operation of Ballot Return Station and references thereto

5.4.0 The Returning Officer shall provide for pick up at any of the Ballot Return Station(s), a Vote by Mail Kit for every person qualified to be on the Voters' List who has been added after ***September 10, 2018*** to ***October 22, 2018*** at 8:00 p.m.

5.5.0 If a qualified elector does not receive his/her Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending the Ballot Return Station after ***October 8, 2018.*** The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement by qualified elector or agent, and a new Vote by Mail Kit will be issued. It shall be noted on the Voters' List that the elector / agent was issued a new Vote by Mail Kit.

5.6.0 Upon receipt of the Vote by Mail Kit, the voter shall complete the ballot, place it in the white Ballot Secrecy Envelope and seal the envelope. The voter shall sign the Voter Declaration Form and place it, along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope and seal the yellow envelope. If an elector requires assistance in voting, he/she shall make their mark (i.e. and "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form. The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station, or propped off at any predetermined Ballot Drop Box. Election Return Envelopes mailed in Canada are prepaid.

5.7.0 In addition to using Canada Post Mail, a Ballot Return Station and Ballot Drop Box(es) may be established for those electors wishing to deposit or have deposited their Election Return Envelope directly to the Returning Officer.

5.8.0 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is ***October 12, 2018 by 4:00 pm.*** Following this date, voters are encouraged to deposit their Return Voting Envelope at any designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm***, or at the designated Ballot Return Station on or before ***Monday, October 22, 2018 by 8:00 pm***.

5.9.0 Election Return Envelopes deposited in a designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm,*** or those deposited in the Ballot Drop Box located at the Ballot Return Station until ***October 22, 2018 by 8:00 p.m.*** will be considered as having been mailed.

5.10.0 A separate Election Return Envelope will be provided to each individual elector. Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:

5.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations **WILL BE COUNTED.**

5.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes **WILL BE REJECTED.**

5.11.0 Each day as Election Return Envelopes are received, either by mail, by Ballot Drop Box or from a Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters' List by striking through the name of the voter and assigning a number beside the elector's name on both the Voters' List and the elector's Declaration Form.

5.12.0 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued with Vote by Mail Kits by the municipality will be maintained by the Clerk. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on ***October 22, 2018*** up to 8:00 p.m.

5.13.0 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.

5.14.0 The Sealed inner Ballot Secrecy Envelopes will be sorted according to Ward and/or school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On ***October 22, 2018***, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the ***Civic Centre,*** as designated by the Clerk.

5.15.0 Ballots received by the Clerk after 8:00 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

6.0.0 Rejection of Ballots

6.1.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following conditions will also cause a ballot to be considered rejected if:

6.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.

6.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.

6.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.

6.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.

6.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.

6.2.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following condition will cause a Ballot to be considered Used but Unmarked if:

6.2.1 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre the envelope contains a ballot which has not been marked, it will be counted as a Ballot Used, but Unmarked by the Elector.

7.0.0 Counting Procedures

7.1.0 A meeting room on ***Level 3, Civic Centre, 99 Foster Drive, Sault Ste. Marie*** will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.

7.2.0 The doors to the Ballot Counting Centre will be locked at 8:00 p.m. on ***October 22, 2018*** and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Centre after 8:00 p.m. will not be permitted to return.

7.3.0 The Ballot Counting Centre will be designated as a "Non-smoking Area".

7.4.0 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by the Election Official.

7.5.0 No campaign material will be allowed within the Ballot Counting Centre.

7.6.0 Prior to 8:00 p.m. on ***October 22, 2018,*** the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on ***October 22, 2018,*** will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

7.7.0 After 8:00 p.m. on ***October 22, 2018,*** the sealed ballot boxes will be opened. Inside, each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results undertaken. Ballot Secrecy Envelopes will already have been sorted according to Ward and/or school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twendy-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes

will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.

7.8.0 In the event a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.

7.9.0 The Deputy Returning Officer and Election Official shall count the ballots in the following order:

- English Language Public School Trustee
- English Language Separate School Trustee
- French Language Public School Trustee
- French Language Separate School Trustee
- Sault Ste. Marie District Social Service Administration Board Trustee

7.10.0 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.

7.11.0 After the completion of the count of each counting station, a Statement of Results for that Ward/School Board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count, and forwarded for tabulation.

7.12.0 The original Statement of Results will be forwarded to the designated Tabulation Centre for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by Ward/school board in a secure place under the control of the Returning Officer.

7.13.0 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

8.0.0 Security of the Ballot Prior to Voting

8.1.0 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.

8.2.0 DataFix will mail a ballot to each person identified on the Revised Voter's List as of ***September 10, 2018*** and the number of ballots used will be forwarded to the Returning Officer.

8.3.0 In addition to the ballots mailed, the Returning Officer will receive approximately **5** ballots for each Ward/school board. Once received, the ballots will be counted and the numbers recorded.

8.4.0 The number of ballots distributed by the Returning Officer to persons qualifying to be voters' after ***October 1, 2018*** will be recorded.

8.5.0 If the Returning Officer runs out of ballots printed by DataFix, he/she may photocopy as many ballots as he/she deems necessary and place his/her initials upon the back of such ballots. The number of ballots copied and initialled will be recorded.

9.0.0 **Security of the Ballot During and After the Vote**

9.1.0 Upon receiving the prepaid yellow Election Return Envelope by mail or from a Ballot Drop Box location or Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by School Board/Ward. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packs of twenty-five (25).

9.2.0 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the school board vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate set of ballot boxes shall be maintained on Voting Day at the Ballot Return Station from 10:00 a.m. to 8:00 pm. After 8:00 p.m. on Voting Day, the Voting Day boxes shall be sealed and initialled by the Returning Officer or designate to the Counting Centre. At the close of voting at 8:00 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day by the Deputy Returning Officer shall be opened and counted.

9.3.0 The ballot boxes, once sealed, will be transported to the Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

9.4.0 After the count, each bundle of ballots, along with the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

10.0.0 **Form of Ballot**

10.1.0 The form of ballot may be a "Composite Ballot".

11.0.0 Scrutineers

11.1.0 Each Candidate may appoint[5], in writing, Scrutineers to be present during the voting, which may take place ***at the Ballot Return Station*** and during the counting of ballots at the Counting Centre. At the Counting Centre, a Scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon the submission of his/her written appointment. Only one Scrutineer per candidate may be present at one time at each of the tables.

11.2.0 All Scrutineers must comply with the procedures that are set out on their Appointment Form.

12.0.0 Emergencies

12.1.0 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements he / she deems necessary for the conduct of the election.

13.0.0 Amendments to this Document

13.1.0 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security.

13.2.0 The Returning Officer's ruling on any interpretation of this document is final.

[5] From EL12 (A) & EL 12 (B)

14.0.0 Forms and Notices

14.1.0 The Forms to be used in conjunction with this Municipal Elections Process are as attached in Appendix "A" to this document.

14.2.0 The Notices to be used in conjunction with this Municipal Elections Process are as attached in Appendix "B" to this document.

15.0.0 Legislation and Procedure Process

15.1.0 The legislative reference for this document shall be the *Municipal Elections Act, 1996.*

15.2.0 The reference for this document shall be the *2018 Municipal Elections Guide* as published by the *AMCTO Municipal Elections Project Team.*

APPENDIX A

Municipal Election Forms

APPENDIX B

Municipal Election Notices

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-162

AGREEMENT: (S1.1) A by-law to authorize the execution of the Agreement between the City and Huron-Superior Catholic District School Board to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie).

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 July 16, 2018 between the City and Huron-Superior Catholic District School Board, a copy of which is attached as Schedule “A” hereto. This Agreement is to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie).

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-162 - HSCDSB Service Agreement.docx

Schedule "A"

SERVICE AGREEMENT

This agreement is made this July 16, 2018.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

and

HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

(the "HSCDSB")

WHEREAS the HSCDSB conducts the election of trustees for all school boards within the unorganized areas (areas without Municipal Organization), including Algoma Locality, Chapleau Locality and Missarenda Locality pursuant to an agreement between the HSCDSB and the three localities;

AND WHEREAS pursuant to section 15(2) of the *Municipal Elections Act, 1996*, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the HSCDSB has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality, and for the DSSAB on behalf of the HSCDSB in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "A" to this Agreement (collectively referred to as the "Services").

2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.

3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality.

COST OF SERVICES

4. The City shall receive full reimbursement from the HSCDSB for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 16th day of July 2018 and shall conclude on the 28th day of October 2019 (the "Term").

6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the HSCDSB.

LIMITED LIABILITY AND RELEASE

7. The HSCDSB hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the HSCDSB further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the HSCDSB or to anyone for whom the HSCDSB may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the HSCDSB or any of the HSCDSB's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

8. The HSCDSB will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the HSCDSB by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

   Malcolm White
   Deputy CAO/City Clerk – Corporate Services
   The Corporation of the City of Sault Ste. Marie
   99 Foster Drive
   Sault Ste. Marie ON P6A 5X6

   Huron-Superior Catholic District School Board
   90 Ontario Avenue
   Sault Ste. Marie ON P6B 6G7

GENERAL PROVISIONS

10. This agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This agreement shall be treated in all respects as an Ontario contract.

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

13. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 16th day of July, 2018.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____

Mayor – Christian Provenzano

_____

City Clerk – Malcolm White

We have authority to bind the Corporation.

HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

Per:

_____

Name:
Position:

I have authority to bind the HSCDSB.

ALGOMA DISTRICT SCHOOL BOARD

ALGOMA LOCALITY EDUCATION (ALL)
CHAPLEAU LOCALITY EDUCATION
AND
MISSARENDA LOCALITY

Vote by Mail
Procedures and Rules

Municipal Election 2018

ALGOMA DISTRICT SCHOOL BOARD

Algoma District School Board

Municipal Election 2018
Vote by Mail
Procedure and Rules

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ALGOMA DISTRICT SCHOOL BOARD

Algoma District School Board

Municipal Election 2018
Vote by Mail
Procedure and Rules

Table of Contents

Section	Description	Page
Appendix "A"	Municipal Election Forms	Attached
Appendix "B"	Municipal Election Notices	Attached

1.0.0 Election Personnel

1.1.0 The Secretary of the School Board is responsible to conduct elections of members of the board who are to be elected by the electors of a locality; in that case, the Municipal Elections Act applies as if the secretary were the clerk, the school board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Secretary of the School Board is to establish the procedures and rules as authorized and approved in accordance to the Municipal Election Act, 1996, and to interpret the procedures and rules except as varied by a Court.

1.2.0 The Clerk may appoint in writing a Returning Officer and such other officials[1] as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters' List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

1.3.0 Written appointments and delegation of duties of DRO's and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the *Municipal Elections Act, 1996.*

1.4.0 Malcolm White, Deputy CAO / City Clerk, City of Sault Ste. Marie, is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2018 muncipal election in the following localities – Chapleau, Missarenda, Michipicoten, Sault, Central Algoma and North Shore.

2.0.0 Notices

2.1.0 Notice of Revision of Voters List is to be published and posted on ***September 4, 2018*** and to the close of voting ***on Voting Day, Monday, October 22, 2018 at 8:00 p.m.***

2.2.0 Notice of Nomination is to be published and posted no later than ***Nomination Day, Friday, July 27, 2018. Nomination Period runs from***

[1] Form EL11

May 1, 2018 until July 27, 2018 at 2:00 p.m.. The delay in "Notice Date" is due to the determination of School Board Trustees and appeals thereto.

3.0.0 Ballot Return Station

3.1.0 The following location shall be established as a Ballot Return Station and shall be subject to the dates and times of operation as noted.

3.1.1
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Monday – Friday: Only until October 19, 2018
8:30 a.m.- 4:30 p.m.

CLOSED THANKSGIVING: Monday, October 8, 2018

3.1.2
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Monday, October 22, 2018 - Only
10:00 a.m. – 8:00 p.m.

4.0.0 Revision of Voters' List Procedure

4.1.0 The period for revisions to the voters' list is from ***September 1, 2018*** until the close of voting on ***October 22, 2018***. Persons, upon application[2] in writing on the appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the voters' list.

4.2.0 Applications[3] to remove another person's name from the voters' list must be made in writing on the appropriate form established by the Clerk from the period ***September 1 – September 10, 2018.***

[2] Form EL15
[3] Form EL16

4.3.0 Revisions to the voter's list will be conducted at the ***Clerk's Department – Level 4, Civic Centre*** during regular office hours Monday to Friday, 8:30 a.m. – 4:30 p.m. except as varied in paragraph 3.1.0.

4.4.0 Electors added to the voter's list up to ***September 1, 2018*** will receive their Vote by Mail Kit by mail from DataFix.

4.5.0 Electors added to the voters' list from ***September 1, 2014 to October 22, 2018 m***ay pick up their Vote by Mail Kit after ***September 30, 2018*** and up to ***October 22, 2018 at 8:00 p.m.*** at the Ballot Return Station[4].

4.6.0 Electors added to the voters' list from ***September 1, 2018*** to the close of voting on ***October 22, 2018*** will be provided with a Vote by Mail Kit. These electors will have the option of returning the ballot via mail or conducting their vote at the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

5.0.0 Vote by Mail Procedure

5.1.0 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on ***October 22, 2018*** at 8:00 p.m.

5.2.0 The Vote by Mail Kit shall consist of:

- Voter Instruction Sheet
- Ballot (Composite if applicable)
- Ballot Secrecy Envelope
- Voter Declaration Form
- Outer Return Envelope (yellow) with prepaid postage
- Such other material as the Clerk may determine

5.3.0 The Returning Officer, during the week of ***October 1, 2018,*** shall cause to be mailed to every elector who had qualified to be on the voters' list by ***September 10, 2018***, a Vote by Mail Kit to the elector's address as shown on the Voters' List.

[4] See Section 3.0.0 for location, dates and times of operation of Ballot Return Station and references thereto

5.4.0 The Returning Officer shall provide for pick up at any of the Ballot Return Station(s), a Vote by Mail Kit for every person qualified to be on the Voters' List who has been added after ***September 10, 2018*** to ***October 22, 2018*** at 8:00 p.m.

5.5.0 If a qualified elector does not receive his/her Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending the Ballot Return Station after ***October 8, 2018.*** The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement by qualified elector or agent, and a new Vote by Mail Kit will be issued. It shall be noted on the Voters' List that the elector / agent was issued a new Vote by Mail Kit.

5.6.0 Upon receipt of the Vote by Mail Kit, the voter shall complete the ballot, place it in the white Ballot Secrecy Envelope and seal the envelope. The voter shall sign the Voter Declaration Form and place it, along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope and seal the yellow envelope. If an elector requires assistance in voting, he/she shall make their mark (i.e. and "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form. The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station, or propped off at any predetermined Ballot Drop Box. Election Return Envelopes mailed in Canada are prepaid.

5.7.0 In addition to using Canada Post Mail, a Ballot Return Station and Ballot Drop Box(es) may be established for those electors wishing to deposit or have deposited their Election Return Envelope directly to the Returning Officer.

5.8.0 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is ***October 12, 2018 by 4:00 pm.*** Following this date, voters are encouraged to deposit their Return Voting Envelope at any designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm***, or at the designated Ballot Return Station on or before ***Monday, October 22, 2018 by 8:00 pm***.

5.9.0 Election Return Envelopes deposited in a designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm,*** or those deposited in the Ballot Drop Box located at the Ballot Return Station until ***October 22, 2018 by 8:00 p.m.*** will be considered as having been mailed.

5.10.0 A separate Election Return Envelope will be provided to each individual elector. Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:

5.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations **WILL BE COUNTED.**

5.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes **WILL BE REJECTED.**

5.11.0 Each day as Election Return Envelopes are received, either by mail, by Ballot Drop Box or from a Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters' List by striking through the name of the voter and assigning a number beside the elector's name on both the Voters' List and the elector's Declaration Form.

5.12.0 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued with Vote by Mail Kits by the municipality will be maintained by the Clerk. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on ***October 22, 2018*** up to 8:00 p.m.

5.13.0 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.

5.14.0 The Sealed inner Ballot Secrecy Envelopes will be sorted according to Ward and/or school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On ***October 22, 2018***, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the ***Civic Centre,*** as designated by the Clerk.

5.15.0 Ballots received by the Clerk after 8:00 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

6.0.0 Rejection of Ballots

6.1.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following conditions will also cause a ballot to be considered rejected if:

6.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.

6.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.

6.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.

6.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.

6.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.

6.2.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following condition will cause a Ballot to be considered Used but Unmarked if:

6.2.1 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre the envelope contains a ballot which has not been marked, it will be counted as a Ballot Used, but Unmarked by the Elector.

7.0.0 Counting Procedures

7.1.0 A meeting room on ***Level 3, Civic Centre, 99 Foster Drive, Sault Ste. Marie*** will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.

7.2.0 The doors to the Ballot Counting Centre will be locked at 8:00 p.m. on ***October 22, 2018*** and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Centre after 8:00 p.m. will not be permitted to return.

7.3.0 The Ballot Counting Centre will be designated as a "Non-smoking Area".

7.4.0 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by the Election Official.

7.5.0 No campaign material will be allowed within the Ballot Counting Centre.

7.6.0 Prior to 8:00 p.m. on ***October 22, 2018,*** the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on ***October 22, 2018,*** will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

7.7.0 After 8:00 p.m. on ***October 22, 2018,*** the sealed ballot boxes will be opened. Inside, each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results undertaken. Ballot Secrecy Envelopes will already have been sorted according to Ward and/or school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twendy-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes

will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.

7.8.0 In the event a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.

7.9.0 The Deputy Returning Officer and Election Official shall count the ballots in the following order:

- English Language Public School Trustee
- English Language Separate School Trustee
- French Language Public School Trustee
- French Language Separate School Trustee
- Sault Ste. Marie District Social Service Administration Board Trustee

7.10.0 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.

7.11.0 After the completion of the count of each counting station, a Statement of Results for that Ward/School Board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count, and forwarded for tabulation.

7.12.0 The original Statement of Results will be forwarded to the designated Tabulation Centre for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by Ward/school board in a secure place under the control of the Returning Officer.

7.13.0 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

8.0.0 Security of the Ballot Prior to Voting

8.1.0 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.

8.2.0 DataFix will mail a ballot to each person identified on the Revised Voter's List as of ***September 10, 2018*** and the number of ballots used will be forwarded to the Returning Officer.

8.3.0 In addition to the ballots mailed, the Returning Officer will receive approximately **5** ballots for each Ward/school board. Once received, the ballots will be counted and the numbers recorded.

8.4.0 The number of ballots distributed by the Returning Officer to persons qualifying to be voters' after ***October 1, 2018*** will be recorded.

8.5.0 If the Returning Officer runs out of ballots printed by DataFix, he/she may photocopy as many ballots as he/she deems necessary and place his/her initials upon the back of such ballots. The number of ballots copied and initialled will be recorded.

9.0.0 **Security of the Ballot During and After the Vote**

9.1.0 Upon receiving the prepaid yellow Election Return Envelope by mail or from a Ballot Drop Box location or Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by School Board/Ward. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packs of twenty-five (25).

9.2.0 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the school board vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate set of ballot boxes shall be maintained on Voting Day at the Ballot Return Station from 10:00 a.m. to 8:00 pm. After 8:00 p.m. on Voting Day, the Voting Day boxes shall be sealed and initialled by the Returning Officer or designate to the Counting Centre. At the close of voting at 8:00 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day by the Deputy Returning Officer shall be opened and counted.

9.3.0 The ballot boxes, once sealed, will be transported to the Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

9.4.0 After the count, each bundle of ballots, along with the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

10.0.0 **Form of Ballot**

10.1.0 The form of ballot may be a "Composite Ballot".

11.0.0 Scrutineers

11.1.0 Each Candidate may appoint[5], in writing, Scrutineers to be present during the voting, which may take place ***at the Ballot Return Station*** and during the counting of ballots at the Counting Centre. At the Counting Centre, a Scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon the submission of his/her written appointment. Only one Scrutineer per candidate may be present at one time at each of the tables.

11.2.0 All Scrutineers must comply with the procedures that are set out on their Appointment Form.

12.0.0 Emergencies

12.1.0 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements he / she deems necessary for the conduct of the election.

13.0.0 Amendments to this Document

13.1.0 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security.

13.2.0 The Returning Officer's ruling on any interpretation of this document is final.

[5] From EL12 (A) & EL 12 (B)

14.0.0 Forms and Notices

14.1.0 The Forms to be used in conjunction with this Municipal Elections Process are as attached in Appendix "A" to this document.

14.2.0 The Notices to be used in conjunction with this Municipal Elections Process are as attached in Appendix "B" to this document.

15.0.0 Legislation and Procedure Process

15.1.0 The legislative reference for this document shall be the *Municipal Elections Act, 1996.*

15.2.0 The reference for this document shall be the *2018 Municipal Elections Guide* as published by the *AMCTO Municipal Elections Project Team.*

APPENDIX A

Municipal Election Forms

APPENDIX B

Municipal Election Notices

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-163

AGREEMENT: (S1) A by-law to authorize the execution of the Agreement between the City and Conseil Scolaire de District Catholique du Nouvel-Ontario to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie).

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 July 16, 2018 between the City and Conseil Scolaire de District Catholique du Nouvel-Ontario, a copy of which is attached as Schedule “A” hereto. This Agreement is to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie).

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-163 - CSCNO Service Agreement.docx

Schedule "A"

SERVICE AGREEMENT

This agreement is made this July 16, 2018.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

and

CONSEIL SCOLAIRE DE DISTRICT CATHOLIQUE DU NOUVEL-ONTARIO

(the "CSCNO")

WHEREAS the CSCNO conducts the election of trustees for all school boards within the unorganized areas (areas without Municipal Organization), including Algoma Locality, Chapleau Locality and Missarenda Locality pursuant to an agreement between the CSCNO and the three localities;

AND WHEREAS pursuant to section 15(2) of the *Municipal Elections Act, 1996*, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the CSCNO has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality, and for the DSSAB on behalf of the CSCNO in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "A" to this Agreement (collectively referred to as the "Services").

2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.

3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality.

COST OF SERVICES

4. The City shall receive full reimbursement from the CSCNO for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 16th day of July 2018 and shall conclude on the 28th day of October 2019 (the "Term").

6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the CSCNO.

LIMITED LIABILITY AND RELEASE

7. The CSCNO hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the CSCNO further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the CSCNO or to anyone for whom the CSCNO may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the CSCNO or any of the CSCNO's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

8. The CSCNO will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the CSCNO by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

   Malcolm White
   Deputy CAO/City Clerk – Corporate Services
   The Corporation of the City of Sault Ste. Marie
   99 Foster Drive
   Sault Ste. Marie ON P6A 5X6

   Conseil scolaire catholique du Nouvel-Ontario
   201, rue Jogues
   Sudbury ON P3C 5L7

GENERAL PROVISIONS

10. This agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This agreement shall be treated in all respects as an Ontario contract.

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

13. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 16th day of July, 2018.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____
Mayor – Christian Provenzano

_____
City Clerk – Malcolm White

We have authority to bind the Corporation.

CONSEIL SCOLAIRE DE DISTRICT CATHOLIQUE DU NOUVEL-ONTARIO

Per:

_____
Name:
Position:

I have authority to bind the CSCNO.

ALGOMA DISTRICT SCHOOL BOARD

ALGOMA LOCALITY EDUCATION (ALL)
CHAPLEAU LOCALITY EDUCATION
AND
MISSARENDA LOCALITY

Vote by Mail
Procedures and Rules

Municipal Election 2018

ALGOMA DISTRICT SCHOOL BOARD

Algoma District School Board

Municipal Election 2018
Vote by Mail
Procedure and Rules

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ALGOMA DISTRICT SCHOOL BOARD

Algoma District School Board

Municipal Election 2018
Vote by Mail
Procedure and Rules

Table of Contents

Section	Description	Page
Appendix "A"	Municipal Election Forms	Attached
Appendix "B"	Municipal Election Notices	Attached

1.0.0 Election Personnel

1.1.0 The Secretary of the School Board is responsible to conduct elections of members of the board who are to be elected by the electors of a locality; in that case, the Municipal Elections Act applies as if the secretary were the clerk, the school board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Secretary of the School Board is to establish the procedures and rules as authorized and approved in accordance to the Municipal Election Act, 1996, and to interpret the procedures and rules except as varied by a Court.

1.2.0 The Clerk may appoint in writing a Returning Officer and such other officials[1] as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters' List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

1.3.0 Written appointments and delegation of duties of DRO's and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the *Municipal Elections Act, 1996.*

1.4.0 Malcolm White, Deputy CAO / City Clerk, City of Sault Ste. Marie, is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2018 muncipal election in the following localities – Chapleau, Missarenda, Michipicoten, Sault, Central Algoma and North Shore.

2.0.0 Notices

2.1.0 Notice of Revision of Voters List is to be published and posted on ***September 4, 2018*** and to the close of voting ***on Voting Day, Monday, October 22, 2018 at 8:00 p.m.***

2.2.0 Notice of Nomination is to be published and posted no later than ***Nomination Day, Friday, July 27, 2018. Nomination Period runs from***

[1] Form EL11

May 1, 2018 until July 27, 2018 at 2:00 p.m.. The delay in "Notice Date" is due to the determination of School Board Trustees and appeals thereto.

3.0.0 Ballot Return Station

3.1.0 The following location shall be established as a Ballot Return Station and shall be subject to the dates and times of operation as noted.

3.1.1
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Monday – Friday: Only until October 19, 2018
8:30 a.m.- 4:30 p.m.

CLOSED THANKSGIVING: Monday, October 8, 2018

3.1.2
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Monday, October 22, 2018 - Only
10:00 a.m. – 8:00 p.m.

4.0.0 Revision of Voters' List Procedure

4.1.0 The period for revisions to the voters' list is from ***September 1, 2018*** until the close of voting on ***October 22, 2018***. Persons, upon application[2] in writing on the appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the voters' list.

4.2.0 Applications[3] to remove another person's name from the voters' list must be made in writing on the appropriate form established by the Clerk from the period ***September 1 – September 10, 2018.***

[2] Form EL15
[3] Form EL16

4.3.0 Revisions to the voter's list will be conducted at the ***Clerk's Department – Level 4, Civic Centre*** during regular office hours Monday to Friday, 8:30 a.m. – 4:30 p.m. except as varied in paragraph 3.1.0.

4.4.0 Electors added to the voter's list up to ***September 1, 2018*** will receive their Vote by Mail Kit by mail from DataFix.

4.5.0 Electors added to the voters' list from ***September 1, 2014 to October 22, 2018 m***ay pick up their Vote by Mail Kit after ***September 30, 2018*** and up to ***October 22, 2018 at 8:00 p.m.*** at the Ballot Return Station[4].

4.6.0 Electors added to the voters' list from ***September 1, 2018*** to the close of voting on ***October 22, 2018*** will be provided with a Vote by Mail Kit. These electors will have the option of returning the ballot via mail or conducting their vote at the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

5.0.0 Vote by Mail Procedure

5.1.0 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on ***October 22, 2018*** at 8:00 p.m.

5.2.0 The Vote by Mail Kit shall consist of:

- Voter Instruction Sheet
- Ballot (Composite if applicable)
- Ballot Secrecy Envelope
- Voter Declaration Form
- Outer Return Envelope (yellow) with prepaid postage
- Such other material as the Clerk may determine

5.3.0 The Returning Officer, during the week of ***October 1, 2018,*** shall cause to be mailed to every elector who had qualified to be on the voters' list by ***September 10, 2018***, a Vote by Mail Kit to the elector's address as shown on the Voters' List.

[4] See Section 3.0.0 for location, dates and times of operation of Ballot Return Station and references thereto

5.4.0 The Returning Officer shall provide for pick up at any of the Ballot Return Station(s), a Vote by Mail Kit for every person qualified to be on the Voters' List who has been added after ***September 10, 2018*** to ***October 22, 2018*** at 8:00 p.m.

5.5.0 If a qualified elector does not receive his/her Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending the Ballot Return Station after ***October 8, 2018.*** The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement by qualified elector or agent, and a new Vote by Mail Kit will be issued. It shall be noted on the Voters' List that the elector / agent was issued a new Vote by Mail Kit.

5.6.0 Upon receipt of the Vote by Mail Kit, the voter shall complete the ballot, place it in the white Ballot Secrecy Envelope and seal the envelope. The voter shall sign the Voter Declaration Form and place it, along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope and seal the yellow envelope. If an elector requires assistance in voting, he/she shall make their mark (i.e. and "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form. The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station, or propped off at any predetermined Ballot Drop Box. Election Return Envelopes mailed in Canada are prepaid.

5.7.0 In addition to using Canada Post Mail, a Ballot Return Station and Ballot Drop Box(es) may be established for those electors wishing to deposit or have deposited their Election Return Envelope directly to the Returning Officer.

5.8.0 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is ***October 12, 2018 by 4:00 pm.*** Following this date, voters are encouraged to deposit their Return Voting Envelope at any designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm***, or at the designated Ballot Return Station on or before ***Monday, October 22, 2018 by 8:00 pm***.

5.9.0 Election Return Envelopes deposited in a designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm,*** or those deposited in the Ballot Drop Box located at the Ballot Return Station until ***October 22, 2018 by 8:00 p.m.*** will be considered as having been mailed.

5.10.0 A separate Election Return Envelope will be provided to each individual elector. Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:

5.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations **WILL BE COUNTED.**

5.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes **WILL BE REJECTED.**

5.11.0 Each day as Election Return Envelopes are received, either by mail, by Ballot Drop Box or from a Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters' List by striking through the name of the voter and assigning a number beside the elector's name on both the Voters' List and the elector's Declaration Form.

5.12.0 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued with Vote by Mail Kits by the municipality will be maintained by the Clerk. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on ***October 22, 2018*** up to 8:00 p.m.

5.13.0 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.

5.14.0 The Sealed inner Ballot Secrecy Envelopes will be sorted according to Ward and/or school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On ***October 22, 2018***, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the ***Civic Centre,*** as designated by the Clerk.

5.15.0 Ballots received by the Clerk after 8:00 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

6.0.0 Rejection of Ballots

6.1.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following conditions will also cause a ballot to be considered rejected if:

6.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.

6.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.

6.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.

6.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.

6.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.

6.2.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following condition will cause a Ballot to be considered Used but Unmarked if:

6.2.1 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre the envelope contains a ballot which has not been marked, it will be counted as a Ballot Used, but Unmarked by the Elector.

7.0.0 Counting Procedures

7.1.0 A meeting room on ***Level 3, Civic Centre, 99 Foster Drive, Sault Ste. Marie*** will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.

7.2.0 The doors to the Ballot Counting Centre will be locked at 8:00 p.m. on ***October 22, 2018*** and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Centre after 8:00 p.m. will not be permitted to return.

7.3.0 The Ballot Counting Centre will be designated as a "Non-smoking Area".

7.4.0 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by the Election Official.

7.5.0 No campaign material will be allowed within the Ballot Counting Centre.

7.6.0 Prior to 8:00 p.m. on ***October 22, 2018***, the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on ***October 22, 2018***, will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

7.7.0 After 8:00 p.m. on ***October 22, 2018***, the sealed ballot boxes will be opened. Inside, each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results undertaken. Ballot Secrecy Envelopes will already have been sorted according to Ward and/or school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twendy-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes

will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.

7.8.0 In the event a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.

7.9.0 The Deputy Returning Officer and Election Official shall count the ballots in the following order:

- English Language Public School Trustee
- English Language Separate School Trustee
- French Language Public School Trustee
- French Language Separate School Trustee
- Sault Ste. Marie District Social Service Administration Board Trustee

7.10.0 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.

7.11.0 After the completion of the count of each counting station, a Statement of Results for that Ward/School Board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count, and forwarded for tabulation.

7.12.0 The original Statement of Results will be forwarded to the designated Tabulation Centre for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by Ward/school board in a secure place under the control of the Returning Officer.

7.13.0 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

8.0.0 Security of the Ballot Prior to Voting

8.1.0 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.

8.2.0 DataFix will mail a ballot to each person identified on the Revised Voter's List as of ***September 10, 2018*** and the number of ballots used will be forwarded to the Returning Officer.

8.3.0 In addition to the ballots mailed, the Returning Officer will receive approximately **5** ballots for each Ward/school board. Once received, the ballots will be counted and the numbers recorded.

8.4.0 The number of ballots distributed by the Returning Officer to persons qualifying to be voters' after ***October 1, 2018*** will be recorded.

8.5.0 If the Returning Officer runs out of ballots printed by DataFix, he/she may photocopy as many ballots as he/she deems necessary and place his/her initials upon the back of such ballots. The number of ballots copied and initialled will be recorded.

9.0.0 **Security of the Ballot During and After the Vote**

9.1.0 Upon receiving the prepaid yellow Election Return Envelope by mail or from a Ballot Drop Box location or Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by School Board/Ward. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packs of twenty-five (25).

9.2.0 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the school board vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate set of ballot boxes shall be maintained on Voting Day at the Ballot Return Station from 10:00 a.m. to 8:00 pm. After 8:00 p.m. on Voting Day, the Voting Day boxes shall be sealed and initialled by the Returning Officer or designate to the Counting Centre. At the close of voting at 8:00 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day by the Deputy Returning Officer shall be opened and counted.

9.3.0 The ballot boxes, once sealed, will be transported to the Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

9.4.0 After the count, each bundle of ballots, along with the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

10.0.0 **Form of Ballot**

10.1.0 The form of ballot may be a "Composite Ballot".

11.0.0 Scrutineers

11.1.0 Each Candidate may appoint[5], in writing, Scrutineers to be present during the voting, which may take place ***at the Ballot Return Station*** and during the counting of ballots at the Counting Centre. At the Counting Centre, a Scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon the submission of his/her written appointment. Only one Scrutineer per candidate may be present at one time at each of the tables.

11.2.0 All Scrutineers must comply with the procedures that are set out on their Appointment Form.

12.0.0 Emergencies

12.1.0 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements he / she deems necessary for the conduct of the election.

13.0.0 Amendments to this Document

13.1.0 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security.

13.2.0 The Returning Officer's ruling on any interpretation of this document is final.

[5] From EL12 (A) & EL 12 (B)

14.0.0 Forms and Notices

14.1.0 The Forms to be used in conjunction with this Municipal Elections Process are as attached in Appendix "A" to this document.

14.2.0 The Notices to be used in conjunction with this Municipal Elections Process are as attached in Appendix "B" to this document.

15.0.0 Legislation and Procedure Process

15.1.0 The legislative reference for this document shall be the *Municipal Elections Act, 1996.*

15.2.0 The reference for this document shall be the *2018 Municipal Elections Guide* as published by the *AMCTO Municipal Elections Project Team.*

APPENDIX A

Municipal Election Forms

APPENDIX B

Municipal Election Notices

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-164

AGREEMENT: (S1) A by-law to authorize the execution of the Agreement between the City and Conseil Scolaire Public du Grand Nord de l'Ontario to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie).

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 July 16, 2018 between the City and Conseil Scolaire Public du Grand Nord de l'Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is to provide municipal election administration services for the Sault Locality (unorganized municipal territory north of Sault Ste. Marie).

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 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-164 - CSPGNO Service Agreement.docx

SERVICE AGREEMENT

This agreement is made this July 16, 2018.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

and

CONSEIL SCOLAIRE PUBLIC DU GRAND NORD DE L'ONTARIO

(the "CSPGNO")

WHEREAS pursuant to section 15(2) of the *Municipal Elections Act, 1996*, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the Algoma District School Board has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees for all school boards within the unorganized areas, including Algoma Locality, Chapleau Locality and Missarenda Locality, and for the DSSAB on behalf of the CSPGNO in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "A" to this Agreement (collectively referred to as the "Services").

2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.

COST OF SERVICES

3. The City shall receive full reimbursement from the CSPGNO for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

4. This Agreement shall commence on the 16th day of July 2018 and shall conclude on the 28th day of October 2019 (the "Term").

5. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the CSPGNO.

LIMITED LIABILITY AND RELEASE

6. The CSPGNO hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the CSPGNO further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the CSPGNO or to anyone for whom the CSPGNO may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the CSPGNO or any of the CSPGNO's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

7. The CSPGNO will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the CSPGNO by the City under the provisions of this Agreement.

NOTICE

8. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

   Malcolm White
   Deputy CAO/City Clerk – Corporate Services
   The Corporation of the City of Sault Ste. Marie
   99 Foster Drive
   Sault Ste. Marie ON P6A 5X6

   Conseil scolaire public du Grand Nord de l'Ontario
   296, rue Van Horne
   Sudbury, Ontario P3B 1H9

GENERAL PROVISIONS

9. This agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This agreement shall be treated in all respects as an Ontario contract.

10. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

11. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

12. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 16th day of July, 2018.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____
Mayor – Christian Provenzano

_____
City Clerk – Malcolm White

We have authority to bind the Corporation.

CONSEIL SCOLAIRE PUBLIC DU GRAND NORD DE L'ONTARIO

Per:

_____
Name: Alain Gélinas
Position: Surintendant des affaires

I have authority to bind the CSPGNO.

ALGOMA DISTRICT SCHOOL BOARD

ALGOMA LOCALITY EDUCATION (ALL)
CHAPLEAU LOCALITY EDUCATION
AND
MISSARENDA LOCALITY

Vote by Mail
Procedures and Rules

Municipal Election 2018

ALGOMA DISTRICT SCHOOL BOARD

Algoma District School Board

Municipal Election 2018
Vote by Mail
Procedure and Rules

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1.0.0 Election Personnel

1.1.0 The Secretary of the School Board is responsible to conduct elections of members of the board who are to be elected by the electors of a locality; in that case, the Municipal Elections Act applies as if the secretary were the clerk, the school board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Secretary of the School Board is to establish the procedures and rules as authorized and approved in accordance to the Municipal Election Act, 1996, and to interpret the procedures and rules except as varied by a Court.

1.2.0 The Clerk may appoint in writing a Returning Officer and such other officials[1] as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters' List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

1.3.0 Written appointments and delegation of duties of DRO's and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the *Municipal Elections Act, 1996.*

1.4.0 Malcolm White, Deputy CAO / City Clerk, City of Sault Ste. Marie, is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2018 muncipal election in the following localities – Chapleau, Missarenda, Michipicoten, Sault, Central Algoma and North Shore.

2.0.0 Notices

2.1.0 Notice of Revision of Voters List is to be published and posted on ***September 4, 2018*** and to the close of voting ***on Voting Day, Monday, October 22, 2018 at 8:00 p.m.***

2.2.0 Notice of Nomination is to be published and posted no later than ***Nomination Day, Friday, July 27, 2018. Nomination Period runs from***

[1] Form EL11

May 1, 2018 until July 27, 2018 at 2:00 p.m.. The delay in "Notice Date" is due to the determination of School Board Trustees and appeals thereto.

3.0.0 Ballot Return Station

3.1.0 The following location shall be established as a Ballot Return Station and shall be subject to the dates and times of operation as noted.

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

Monday – Friday: Only until October 19, 2018
8:30 a.m.- 4:30 p.m.

CLOSED THANKSGIVING: Monday, October 8, 2018

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

Monday, October 22, 2018 - Only
10:00 a.m. – 8:00 p.m.

4.0.0 Revision of Voters' List Procedure

4.1.0 The period for revisions to the voters' list is from ***September 1, 2018*** until the close of voting on ***October 22, 2018***. Persons, upon application[2] in writing on the appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the voters' list.

4.2.0 Applications[3] to remove another person's name from the voters' list must be made in writing on the appropriate form established by the Clerk from the period ***September 1 – September 10, 2018.***

[2] Form EL15
[3] Form EL16

4.3.0 Revisions to the voter's list will be conducted at the ***Clerk's Department – Level 4, Civic Centre*** during regular office hours Monday to Friday, 8:30 a.m. – 4:30 p.m. except as varied in paragraph 3.1.0.

4.4.0 Electors added to the voter's list up to ***September 1, 2018*** will receive their Vote by Mail Kit by mail from DataFix.

4.5.0 Electors added to the voters' list from ***September 1, 2014 to October 22, 2018 m***ay pick up their Vote by Mail Kit after ***September 30, 2018*** and up to ***October 22, 2018 at 8:00 p.m.*** at the Ballot Return Station[4].

4.6.0 Electors added to the voters' list from ***September 1, 2018*** to the close of voting on ***October 22, 2018*** will be provided with a Vote by Mail Kit. These electors will have the option of returning the ballot via mail or conducting their vote at the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

5.0.0 Vote by Mail Procedure

5.1.0 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on ***October 22, 2018*** at 8:00 p.m.

5.2.0 The Vote by Mail Kit shall consist of:

- Voter Instruction Sheet
- Ballot (Composite if applicable)
- Ballot Secrecy Envelope
- Voter Declaration Form
- Outer Return Envelope (yellow) with prepaid postage
- Such other material as the Clerk may determine

5.3.0 The Returning Officer, during the week of ***October 1, 2018,*** shall cause to be mailed to every elector who had qualified to be on the voters' list by ***September 10, 2018***, a Vote by Mail Kit to the elector's address as shown on the Voters' List.

[4] See Section 3.0.0 for location, dates and times of operation of Ballot Return Station and references thereto

5.4.0 The Returning Officer shall provide for pick up at any of the Ballot Return Station(s), a Vote by Mail Kit for every person qualified to be on the Voters' List who has been added after ***September 10, 2018*** to ***October 22, 2018*** at 8:00 p.m.

5.5.0 If a qualified elector does not receive his/her Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending the Ballot Return Station after ***October 8, 2018.*** The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement by qualified elector or agent, and a new Vote by Mail Kit will be issued. It shall be noted on the Voters' List that the elector / agent was issued a new Vote by Mail Kit.

5.6.0 Upon receipt of the Vote by Mail Kit, the voter shall complete the ballot, place it in the white Ballot Secrecy Envelope and seal the envelope. The voter shall sign the Voter Declaration Form and place it, along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope and seal the yellow envelope. If an elector requires assistance in voting, he/she shall make their mark (i.e. and "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form. The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station, or propped off at any predetermined Ballot Drop Box. Election Return Envelopes mailed in Canada are prepaid.

5.7.0 In addition to using Canada Post Mail, a Ballot Return Station and Ballot Drop Box(es) may be established for those electors wishing to deposit or have deposited their Election Return Envelope directly to the Returning Officer.

5.8.0 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is ***October 12, 2018 by 4:00 pm.*** Following this date, voters are encouraged to deposit their Return Voting Envelope at any designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm,*** or at the designated Ballot Return Station on or before ***Monday, October 22, 2018 by 8:00 pm.***

5.9.0 Election Return Envelopes deposited in a designated Ballot Drop Box by ***Friday, October 19, 2018 at 4:30 pm,*** or those deposited in the Ballot Drop Box located at the Ballot Return Station until ***October 22, 2018 by 8:00 p.m.*** will be considered as having been mailed.

5.10.0 A separate Election Return Envelope will be provided to each individual elector. Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:

5.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations **WILL BE COUNTED.**

5.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes **WILL BE REJECTED.**

5.11.0 Each day as Election Return Envelopes are received, either by mail, by Ballot Drop Box or from a Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters' List by striking through the name of the voter and assigning a number beside the elector's name on both the Voters' List and the elector's Declaration Form.

5.12.0 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued with Vote by Mail Kits by the municipality will be maintained by the Clerk. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on ***October 22, 2018*** up to 8:00 p.m.

5.13.0 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.

5.14.0 The Sealed inner Ballot Secrecy Envelopes will be sorted according to Ward and/or school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On ***October 22, 2018***, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the ***Civic Centre,*** as designated by the Clerk.

5.15.0 Ballots received by the Clerk after 8:00 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

6.0.0 Rejection of Ballots

6.1.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following conditions will also cause a ballot to be considered rejected if:

6.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.

6.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.

6.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.

6.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.

6.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.

6.2.0 In addition to rejecting cast ballots for violations of the *Municipal Elections Act, 1996* the following condition will cause a Ballot to be considered Used but Unmarked if:

6.2.1 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre the envelope contains a ballot which has not been marked, it will be counted as a Ballot Used, but Unmarked by the Elector.

7.0.0 Counting Procedures

7.1.0 A meeting room on ***Level 3, Civic Centre, 99 Foster Drive, Sault Ste. Marie*** will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.

7.2.0 The doors to the Ballot Counting Centre will be locked at 8:00 p.m. on ***October 22, 2018*** and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Centre after 8:00 p.m. will not be permitted to return.

7.3.0 The Ballot Counting Centre will be designated as a "Non-smoking Area".

7.4.0 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by the Election Official.

7.5.0 No campaign material will be allowed within the Ballot Counting Centre.

7.6.0 Prior to 8:00 p.m. on ***October 22, 2018***, the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on ***October 22, 2018***, will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

7.7.0 After 8:00 p.m. on ***October 22, 2018***, the sealed ballot boxes will be opened. Inside, each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results undertaken. Ballot Secrecy Envelopes will already have been sorted according to Ward and/or school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twendy-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes

will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.

7.8.0 In the event a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.

7.9.0 The Deputy Returning Officer and Election Official shall count the ballots in the following order:

- English Language Public School Trustee
- English Language Separate School Trustee
- French Language Public School Trustee
- French Language Separate School Trustee
- Sault Ste. Marie District Social Service Administration Board Trustee

7.10.0 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.

7.11.0 After the completion of the count of each counting station, a Statement of Results for that Ward/School Board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count, and forwarded for tabulation.

7.12.0 The original Statement of Results will be forwarded to the designated Tabulation Centre for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by Ward/school board in a secure place under the control of the Returning Officer.

7.13.0 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

8.0.0 Security of the Ballot Prior to Voting

8.1.0 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.

8.2.0 DataFix will mail a ballot to each person identified on the Revised Voter's List as of ***September 10, 2018*** and the number of ballots used will be forwarded to the Returning Officer.

8.3.0 In addition to the ballots mailed, the Returning Officer will receive approximately **5** ballots for each Ward/school board. Once received, the ballots will be counted and the numbers recorded.

8.4.0 The number of ballots distributed by the Returning Officer to persons qualifying to be voters' after ***October 1, 2018*** will be recorded.

8.5.0 If the Returning Officer runs out of ballots printed by DataFix, he/she may photocopy as many ballots as he/she deems necessary and place his/her initials upon the back of such ballots. The number of ballots copied and initialled will be recorded.

9.0.0 **Security of the Ballot During and After the Vote**

9.1.0 Upon receiving the prepaid yellow Election Return Envelope by mail or from a Ballot Drop Box location or Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by School Board/Ward. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packs of twenty-five (25).

9.2.0 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the school board vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate set of ballot boxes shall be maintained on Voting Day at the Ballot Return Station from 10:00 a.m. to 8:00 pm. After 8:00 p.m. on Voting Day, the Voting Day boxes shall be sealed and initialled by the Returning Officer or designate to the Counting Centre. At the close of voting at 8:00 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day by the Deputy Returning Officer shall be opened and counted.

9.3.0 The ballot boxes, once sealed, will be transported to the Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

9.4.0 After the count, each bundle of ballots, along with the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

10.0.0 **Form of Ballot**

10.1.0 The form of ballot may be a "Composite Ballot".

11.0.0 Scrutineers

11.1.0 Each Candidate may appoint[5], in writing, Scrutineers to be present during the voting, which may take place ***at the Ballot Return Station*** and during the counting of ballots at the Counting Centre. At the Counting Centre, a Scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon the submission of his/her written appointment. Only one Scrutineer per candidate may be present at one time at each of the tables.

11.2.0 All Scrutineers must comply with the procedures that are set out on their Appointment Form.

12.0.0 Emergencies

12.1.0 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements he / she deems necessary for the conduct of the election.

13.0.0 Amendments to this Document

13.1.0 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security.

13.2.0 The Returning Officer's ruling on any interpretation of this document is final.

[5] From EL12 (A) & EL 12 (B)

14.0.0 Forms and Notices

14.1.0 The Forms to be used in conjunction with this Municipal Elections Process are as attached in Appendix "A" to this document.

14.2.0 The Notices to be used in conjunction with this Municipal Elections Process are as attached in Appendix "B" to this document.

15.0.0 Legislation and Procedure Process

15.1.0 The legislative reference for this document shall be the *Municipal Elections Act, 1996.*

15.2.0 The reference for this document shall be the *2018 Municipal Elections Guide* as published by the *AMCTO Municipal Elections Project Team.*

APPENDIX A

Municipal Election Forms

APPENDIX B

Municipal Election Notices

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2017-195

LANE CLOSING: (MAP 55) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Harris and Buckley Subdivision, Plan M30.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2017-194;

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 PT PIN 31590-0266 (LT) PCL 17 SEC AWS; 12 FT LANE PL M30 KORAH BTN LT 208 AND LT A AND LT 113 TO PT LT 118; SAULT STE. MARIE, in the Harris and Buckley Subdivision, Plan M30, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

   The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EASEMENTS TO BE RETAINED**

   The 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 10th day of October, 2017.

MAYOR - CHRISTIAN PROVENZANO

~~CITY CLERK - MALCOLM WHITE~~
Deputy City Clerk - Rachel Tyczinski

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2017\2017-195 - Harris & Buckley lane closing & sale (281 Sixth Ave).doc

LANE CLOSING: (MAP 55) A by-law to stop up, close and authorize the conveyance of a portion of a laneway in the Harris and Buckley Subdivision, Plan M30, PT PIN 31590-0266 (LT) PCL 17 SEC AWS; PT 12 FT LANE PL M30 KORAH BTN LT 208 AND LT A AND LT 113 TO PT LT 118; BEING PARTS 1, 2 AND 3 PLAN 1R13455.

Read the **THIRD** time in open Council and passed this 16th day of July, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2017-1969\2017\2017-195 - THIRD READING - Lane Closing for 281 Sixth Avenue.doc

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.

