



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

Monday, January 28, 2019

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	13 - 36
Mover Councillor P. Christian Seconder Councillor C. Gardi Resolved that the Minutes of the Regular Council Meeting of 2019 01 14 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. Hollingsworth Seconder Councillor M. Scott Resolved that the Agenda for 2019 01 28 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Sault Ste. Marie Golf Club 100th Anniversary	
André Litalien	
5.2 Bon Soo	
Jeany White, Manager, Bon Soo	

5.3	Black History Month	
	Jane Omollo, African Caribbean Canadian Association of Northern Ontario	
5.4	Corporate IT and Digital Strategy (Agenda Item 7.2.1)	
	John Naas, Partner, Blackline Consulting	
5.4.1	<i>IT and Digital Strategy Presentation</i>	37 - 48
5.5	Shape the Sault – Population and Employment Projections (Agenda Item 7.7.2)	
	Tom McCormack, President, Metro Economics	
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor P. Christian Seconder Councillor C. Gardi Resolved that all the items listed under date 2019 01 28 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	RFP – Utility Upgrades – Fort Creek Aqueduct Reconstruction – Final Invoicing	49 - 50
	A report of the Manager of Purchasing is attached for the consideration of Council. Mover Councillor S. Hollingsworth Seconder Councillor M. Scott Resolved that the report of the Manager of Purchasing dated 2019 01 28 be received and that an additional \$22,891 be approved for the gas main relocation with the City's share being \$7,630.	
6.2	RFP – Professional Services – Service Profile Development for Sault Ste. Marie	51 - 52
	A report of the Manager of Purchasing is attached for the consideration of Council. The relevant By-law 2019-26 is listed under Item 11 of the Agenda and will be read with all by-laws under that item.	
6.2.1	Development of a Municipal Service Profile Model	53 - 56
	A report of the Chief Administrative Officer is attached for the consideration of Council. Mover Councillor S. Hollingsworth	

Resolved that the report of the Chief Administrative Officer dated 2019 01 28 concerning a Municipal Reference Model Service Review be received and that KPMG LLP be engaged through an engagement letter to develop a municipal service profile model for City of Sault Ste. Marie municipal services using the Municipal Reference Model (MRM) framework.

57 - 59

Resolved that the report of the Director of Engineering dated 2019 01 28 concerning asphalt placement technology be received as information.

60 - 61

Resolved that the report of the Solicitor/Prosecutor dated 2019 01 28 concerning Status Update on City Laneway Cleanup be received as information.

62 - 63

Resolved that the report of the Solicitor/Prosecutor dated 2019 01 28 concerning Status Update on Ridesharing Services be received as information.

64 - 67

The relevant By-law 2019-27 is listed under Item 11 of the Agenda and will be read with all by-laws under that item.

68 - 72

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the consideration of Council.

The relevant by-law 2019-28 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.8 Transit Pass Partnership with DSSMSSAB 73 - 81

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

The relevant By-law 2019-15 is listed under Item 11 of the Agenda and will be read with all by-laws under that item.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.2.1 Corporate IT and Digital Strategy 82 - 132

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved the report of the Chief Administrative Officer dated 2019 01 28 concerning Corporate IT and Digital Strategy be received and that the recommendations found in Blackline Consulting's report be referred to 2019 and future year budget deliberations for Council's consideration.

7.3 Community Development and Enterprise Services

7.3.1 *Property Standards and Yard Maintenance By-Law Enforcement* 133 - 138

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolve that the Property Standards and Yard Maintenance By-Law enforcement process be received as information.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

139 - 149

7.7.1 A-1-19-Z - 747 Great Northern Road

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the Report of the Senior Planner dated 2019 01 28 concerning Rezoning Application A-1-19-Z be received and that the application to rezone the subject property from Highway Zone (HZ) to General Commercial Zone (C4) be approved subject to the following special exception:

- That residential dwellings and nursing and residential care facilities are excluded as permitted uses upon the subject property,

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

7.7.2 Shape the Sault – Population and Employment Projections

150 - 211

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the Report of the Senior Planner dated 2019 01 28 concerning Population and Employment Projections be received as information.

7.8 Boards and Committees

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

8.1 Shadows of the Mind Film Festival

Mover Councillor L. Vezeau-Allen

Seconder Councillor L. Dufour

Whereas the Shadows of the Mind Film Festival runs from Monday, February 25 to Sunday, March 1, 2019; and

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

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

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

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

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

Now Therefore Be It Resolved that the 2-hour daily parking limit be waived at the Brock Albert parking lot to permit full free parking from Monday, February 25, 2018 to Friday March 1, 2019, all during the week of the Shadows of the Mind Film Festival.

8.2 Transit Single Use Passes – Local Agencies

Mover Councillor L. Vezeau-Allen

Seconder Councillor L. Dufour

Whereas according to the Statistics Canada 2016 census, over 12% of citizens living in Sault Ste. Marie aged 65 years or older live on low incomes; and

Whereas economic status should not influence access to health care; and

Whereas many seniors do not qualify for transit assistance from other programs or services; and

Whereas local agencies, such as soup kitchens and shelters provide much needed support for low income children, youth, adults and seniors; and

Whereas the aforementioned agencies do not have the means or programs to provide transportation for essential medical appointments; and

Whereas senior citizens should have the ability to attend to doctors' appointments or other medically necessary appointments to ensure their health and well-being;

Now Therefore Be It Resolved that Transit services allocate single-ride transit passes to the Neighbourhood Resource Centre, The Soup Kitchen, St. Vincent's Place and Pauline's Place (a maximum of 50 passes for one calendar year to each agency) with passes to be distributed by the agency director and/or manager will to senior clients who do not qualify for transit pass support from any other sources for medical appointment access, with each agency to track passes that are distributed and report back by or before December 1, 2019.

8.3 Compliance for Property Standards and Yard Maintenance

Mover Councillor R. Niro

Seconder Councillor M. Bruni

Whereas the Chief Building Official has addressed Property Standards and Yard Maintenance By-Law Enforcement in his report to Council dated January 28, 2019; and

Whereas it is the will of Council to reduce the amount of time required to reach

compliance for the City's Property Standards and Yard Maintenance By-Laws;

Now Therefore Be It Resolved that the four (4) recommendations suggested for reducing the time to reach compliance in the report dated January 28, 2019, be implemented by the Building Division as soon as it is possible to do so.

8.4 *Immigration Pilot*

Mover Councillor M. Shoemaker

Seconder Councillor C. Gardi

Whereas City Council passed a resolution on April 23rd, 2018, supporting the Northern Ontario Large Urban Mayors call for an immigration pilot for Northern Ontario, similar to the immigration pilot implemented in Atlantic Canada; and

Whereas the Federal Government has announced a national immigration pilot for rural and remote communities and Sault Ste. Marie qualifies for the pilot; and

Whereas migration and immigration and the development of our community's labour force are critical to our community's social and economic future; and

Whereas Sault Ste. Marie is a welcoming community that has demonstrated a willingness and an ability to accept and support the settlement of immigrants and, most recently, refugees; and

Whereas the Mayor has been activity lobbying and advocating for an immigration pilot for our community and he has assembled a group of community stakeholders to assist with an application to participate in an immigration pilot;

Now Therefore Be It Resolved that City Council supports and endorses an application to participate in the national immigration pilot for rural and remote communities and hereby authorizes and directs the Mayor to work with the relevant community partners and stakeholders to complete and submit the application.

- 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. Hollingsworth

Seconder Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda under date 2019 01 28 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 2019-15 (Agreement) Transit Pass Partnership** 212 - 215
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2019-15 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board for a one (1) year pilot for a "flat fee for service" for transit services be passed in open Council this 28th day of January, 2019.
- 11.1.2 By-law 2019-16 (Regulations) Licensing Pawnbrokers** 216 - 216
- Council Report was passed by Council resolution on January 14, 2019.
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2019-16 being a By-law to amend By-law 2003-52 (Licensing Pawnbrokers) be passed in Open council this 28th day of January, 2019.
- 11.1.3 By-law 2019-17 (Appointments to Local Boards) Various Boards** 217 - 218
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2019-17 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 28th day of January, 2019.
- 11.1.4 By-law 2019-18 (Licensing) Plumbers** 219 - 219
- Council Report was passed by Council resolution on January 14, 2019.
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2019-18 being a By-law to amend By-law 2003-54 (Licensing Plumbers) be passed in open Council this 28th day of January, 2019.
- 11.1.5 By-law 2019-19 (Regulations) Adult Entertainment Parlours** 220 - 220
- Council Report was passed by Council resolution on January 14, 2019.
- Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2019-19 being a By-law to amend By-law 2002-165 (Adult Entertainment Parlours) be passed in open Council this 28th day of January, 2019.

11.1.6 By-law 2019-20 (Regulations) Licence Amusement Arcades 221 - 221

Council Report was passed by Council resolution on January 14, 2019.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2019-20 being a By-law to amend By-law 2003-50 (License Amusement Arcades) be passed in open Council this 28th day of January, 2019.

11.1.7 By-law 2019-21 (Agreement) Minister of Transportation Gas Tax Funds 222 - 225

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2018-21 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program be passed in open Council this 28th day of January, 2019.

11.1.8 By-law 2019-22 (Streets) Amend By-law 2008-131 226 - 226

Council Report was passed by Council resolution on January 14, 2019.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2019-22 being a By-law to amend Streets By-law 2008-131 be passed in open Council this 28th day of January, 2019.

11.1.9 By-law 2019-23 (Fees) Amend Committee of Adjustment By-law 2010-87 227 - 228

Council Report was passed by Council resolution on January 14th, 2019.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2019-23 being a By-law to amend By-law 2010-87 (Minor Variance Fees for Commercial, Industrial Zoned Applications Committee of Adjustment) to be passed in open Council this 28th day of January, 2019.

11.1.10 By-law 2019-24 (Building) Amend By-law 2008-148 229 - 233

Council Report was passed by Council resolution on January 14, 2019.

Mover Councillor S. Hollingsworth

Secondar Councillor M. Scott

Resolved that By-law 2019-24 being a By-law to amend Schedule "A" to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) be passed in open Council this 28th day of January, 2019.

11.1.11 By-law 2019-26 (Agreement) Proposal Service Profile Development 234 - 246

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

Mover Councillor S. Hollingsworth

Secondar Councillor M. Scott

Resolved that By-law 2019-26 being a by-law to authorize the execution of the Proposal between the City and KPMG LLP for Service Profile Development for the City of Sault Ste. Marie on a single source basis be passed in open Council this 28th day of January, 2019.

11.1.12 By-law 2019-27 (Parking) Municipal Law Enforcement Officers 247 - 249

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor S. Hollingsworth

Secondar Councillor M. Scott

Resolved that By-law 2019-27 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 28th day of January, 2019.

11.1.13 By-law 2019-28 (Agreement) River Road 2019-5E 250 - 283

A report from the Land Development & Environmental Engineer is on the Agenda.

Mover Councillor S. Hollingsworth

Secondar Councillor M. Scott

Resolved that By-law 2019-28 being a by-law to authorize the execution of the Contract between the City and Cecchetto & Sons Ltd. for urgent repairs on a leaking knife gate valve, including provision of temporary bypass pumping at the River Road Pump Station (Contract 2019-5E) be passed in open Council this 28th day of January, 2019.

11.1.14 By-law 2019-29 (Streets) Official Street Names List 284 - 293

Mover Councillor S. Hollingsworth

Secondar Councillor M. Scott

Resolved that By-law 2019-29 being a by-law to re-adopt Official Street Names List be passed in open Council this 28th day of January, 2019.

- 11.1.15 By-law 2019-30 (Street Assumptions) Various Streets** 294 - 295
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2019-30 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 28th day of January, 2019.
- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.2.1 By-law 2019-25 (Local Improvement) McNabb Street** 296 - 300
- A report from the Manager of Design & Transportation Engineering is on the Agenda.
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2019-25 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on McNabb Street from Gladstone Avenue to Great Northern Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 28th day of January, 2019.
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 13. Closed Session**
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that this Council proceed into closed session to discuss one labour relations and employee negotiations item and one item concerning the potential acquisition 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) (d) labour relations and/or employee negotiations and section 239 (2) (c) proposed or pending acquisition or disposition of land)*
- 14. Adjournment**

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 14, 2019

4:30 pm

Council Chambers

Civic Centre

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Officials: A. Horsman, M. White, L. Girardi, T. Vair, S. Schell, P. Johnson, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, R. Tyczinski, F. Coccimiglio, B. Lamming, M. Borowicz-Sibenik

1. Adoption of Minutes

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of 2018 12 10 be approved.

Carried

1.1 Additional Information

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 - Transit Pass Partnership with Algoma University and Sault College

Son-in-law employed by Sault College.

3.2 Councillor R. Niro - Allen's Side Road/Wallace Terrace Truck Traffic

Daughter owns a home on Allen's Side Road.

3.3 Councillor M. Shoemaker - Licence of Occupation – 289 Bay Street – Stairs – 2547742 Ontario Inc.

Owner of the property is a client of law firm.

3.4 Mayor C. Provenzano - A-14-18-Z – 11 White Oak Drive Amendment

Applicant is a client of law firm.

3.5 Mayor C. Provenzano - Deeming By-law – Sault Ste. Marie Park Subdivision, Plan 7602 (Nichol)

Property owner is a client of law firm.

3.6 Councillor M. Shoemaker - By-law 2019-13 (Agreement) Abutting 289 Bay Street Stairs

Owner of the property is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the Agenda and Addendum for 2019 01 14 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 2018 Christmas Lighting Awards

5.2 Alzheimer Awareness Month

Terry Caporossi, Executive Director was in attendance.

5.3 Crime Stoppers Month

Carmine Biasucci, Chair and Anita Paci, Executive Secretary Treasurer were in attendance.

5.4 2019 Preliminary Budget

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date 2019 01 14 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended.

Carried

6.1 Correspondence

6.1.1 Minister of Finance concerning Ontario Municipal Partnership Fund grant

6.1.2 Steel Tariffs

6.2 2019 User Fees – Bylaw 2019-3

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

The relevant By-law 2019-3 is listed under item 11 of the Minutes.

6.3 Outstanding Council Resolutions

6.4 Transit Pass Partnership with Algoma University and Sault College

Councillor R. Niro declared a conflict on this item. (Son-in-law employed by Sault College.)

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services, Community Development and Enterprise Services dated 2019 01 14 be received.

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

Carried

6.5 Bondar Park Ice Cream Shop

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services, Community Development and Enterprise Services dated 2019 01 14 concerning Bondar Park Ice Cream Shop be approved and that a request for proposals be issued.

Carried

6.6 DCIP Financial Incentive Grant Applications

The report of the Senior Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Senior Planner dated 2019 01 14 concerning Downtown Community Improvement Plan Financial Incentive applications be received and that the grant applications listed in the report be approved.

Carried

6.7 Rental Housing Incentive Program

The report of the Senior Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Senior Planner dated 2019 01 14 concerning Rental Housing Incentive Program be received and that City Council authorize a three-year incremental tax rebate program (75%, 50%, 25%) for the property at 100 James Street subject to the following:

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

Carried

6.8 A-14-18-Z – 11 White Oak Drive Amendment

Mayor C. Provenzano declared a conflict on this item. (Applicant is a client of law firm.)
The report of the Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Planner, dated 2019 01 14 concerning application A-14-18-Z be received as information.

Carried

6.9 Capital Funding – Fire Command Rehabilitation Trailer

The report of the Fire Chief was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Fire Chief dated 2019 01 14 concerning Capital Funding for Fire Command Rehabilitation Trailer be received and the reallocation of capital funds from Command Bus to Rehabilitation Trailer for Fire Services be approved.

Carried

6.10 Northern Avenue EA – Completion

The report of Director of Engineering was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Engineering dated 2019 01 14 concerning the Northern Avenue Environmental Assessment completion be received as information.

Carried

6.11 Pim Street Pump Station Repairs

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

The relevant By-law 2019-8 is listed under item 11 of the Minutes.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Land Development and Environmental Engineer dated 2019 01 14 concerning Pim Street Pump Station Repairs be received and that additional engineering fees of \$4,674 (excluding HST) for a revised upset limit of \$33,781 (excluding HST) be approved.

Carried

6.12 Deeming By-law – Sault Ste. Marie Park Subdivision, Plan 7602 (Nichol)

Mayor C. Provenzano declared a conflict on this item. (Property owner is a client of law firm.)

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

The relevant By-law 2019-10 is listed under item 11 of the Minutes.

6.13 Acquisition – 117 Allen's Side Road

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

The relevant By-law 2019-6 is listed under item 11 of the Minutes.

6.14 Licence of Occupation – 289 Bay Street – Stairs – 2547742 Ontario Inc.

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

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

The relevant By-law 2019-13 is listed under item 11 of the Minutes.

6.15 Housekeeping – Amendments to By-law 86-134 – Remuneration

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

The relevant By-law 2019-5 is listed under item 11 of the Minutes.

6.16 Council Travel

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for one day in January at an estimated cost to the City of \$750.

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 Retail Sale of Cannabis

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Chief Administrative Officer dated 2019 01 14 concerning Retail Sale of Cannabis be received and that City Council **not** opt-out of provincially licensed cannabis retail stores in Sault Ste. Marie and that City staff provide the Alcohol and Gaming Commission of Ontario with a copy of the preferred Sault Ste. Marie requirements map and further that City staff comment on all proposed store locations in the community and advise AGCO:

1. Whether the proposed location is properly zoned for a retail cannabis store, and
2. If the proposed location is within 150 m of a school, park, community center or existing treatment facility.

Carried

Sault Ste. Marie & Area Drug Strategy Committee (correspondence received)

7.1.2 Regulating Consumption of Cannabis in Municipalities

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2019 01 14 concerning regulating the consumption of cannabis in municipalities be received and that City Council direct the Legal Department to amend City By-law 2003-7, to:

1. add cannabis and electronic cigarettes to same, so as to treat the consumption of cannabis and use of electronic cigarettes in the same manner as tobacco; and
2. add a provision that prohibits the smoking or other consumption of tobacco and cannabis and the use of electronic cigarettes in any public park within the City of Sault Ste. Marie, subject to an exemption for any special events as approved by City Council.

Amendment:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

Resolved that the main motion be amended by adding the following "further that the John Rowswell Hub Trail be added to the no smoking by-law" (to prohibit smoking on the John Rowswell Hub Trail.

Carried as Amended

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that all items under Agenda item 7.8 Board and Committee appointments be approved as recommended.

Carried

7.8.1 Appointments to Boards and Committees (Members Appointed by Council)

7.8.1.1 Best for Kids Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Councillor R. Niro; the Manager of Recreation and Culture; and citizens Paul Beach, Chantelle Boucher, Helen Calvelli, Jennifer Flood, Jackie Lajoie, Kate Lawrence, Sara McCleary, Jennifer Miller, Kate Parniak, Barbara Perry and Blythe Servant be appointed to the Best for Kids Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.2 Christmas Lighting Award Judging Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Mayor Provenzano and Councillors P. Christian, M. Scott and C. Gardi; and citizens Tina Bastos, Lindsay Marshall, Natalie Vaudry-Bertolo, Linda Zeppa and Cindy Rainone be appointed to the Christmas Lighting Awards Judging Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.3 Committee of Adjustment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Joseph Greco, Arthur Gualazzi, Sean Meades, Melinda Rainone and Anthony Rossi be appointed to the Committee of Adjustment from January 4, 2019 to November 14, 2022.

Carried

7.8.1.4 Committee of Revision (Local Improvements)

By-law 2019-12 appointing Nancy Bailey, Elizabeth Filice and Jason Young with Melinda Rainone as alternate to the Committee of Revision from January 14, 2019 to December 31, 2020 appears under Agenda item 11.

7.8.1.5 Community Development Award

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Erik Bringleon, Robert Burns and Susan George be appointed to the Community Development Award Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.6 Conferences and Major Special Events Funding Committee

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Councillors D. Hilsinger, R. Niro, M. Scott and L. Vezeau-Allen with two municipal staff as resource (Tourism Sault Ste. Marie and Deputy City Clerk) be appointed to the Conferences and Major Special Events Funding Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.7 Cultural Advisory Board

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that Councillor M. Scott and citizens Elspeth Belair, Heather Bot, Sally Gibson, Wayne Greco, Nora Ann Harrison, Sean Meades and Christopher Rous be appointed to the Cultural Advisory Board from January 14, 2019 to December 31, 2020.

Carried

7.8.1.8 Downtown Business Improvement Area (Downtown Association)

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that Councillor L. Vezeau-Allen and Michael Szczepaniak be appointed to the Downtown Business Improvement Area (Downtown Association) from January 14, 2019 to November 14, 2022.

Carried

7.8.1.9 Emergency Management Planning Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Mayor C. Provenzano, Councillors M. Bruni and C. Gardi be appointed to the Emergency Management Planning Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.10 Environmental Initiatives (Green) Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Councillors L. Dufour, M. Scott and M. Shoemaker be appointed to the Environmental Initiatives (Green) Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.11 Environmental Monitoring Committee

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that Councillor R. Niro, the Director of Public Works, the Land Development and Environmental Engineer and citizens Steve Butland, Tracy Galizia, Peter McLarty and Brent Rouble be appointed to the Environmental Monitoring Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.12 Fence Viewers Committee

By-law 2019-12 appointing Elizabeth Filice, Shannen Scott and Samantha Tyczinski to the Fence Viewers Committee from January 14, 2019 to December 31, 2020 appears under Agenda item 11.

7.8.1.13 Finance Committee

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Councillors M. Bruni, L. Dufour, D. Hilsinger, S. Hollingsworth and L. Vezeau-Allen; the Chief Financial Officer and Treasurer and Manager of Audits and

Capital Planning and citizens Steve Murray and Maara Packalen be appointed to the Finance Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.14 Historic Sites Board

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Councillor M. Shoemaker and citizens Erik Bringleston, Silvana Casola, David Conyers, Jami van Haaften, Rick Webb and Charlotte Wiseman be appointed to the Historic Sites Board from January 14, 2019 to December 31, 2020.

Carried

7.8.1.15 Municipal Freedom of Information and Protection of Privacy Act (Head)

A by-law appointing Councillors M. Bruni, L. Dufour, C. Gardi, D. Hilsinger, R. Niro and M. Shoemaker to the Municipal Freedom of Information and Protection of Privacy Act Committee from January 14, 2019 to December 31, 2020 will appear on the January 28, 2019 Council Agenda.

7.8.1.16 Municipal Heritage Committee

A by-law appointing Councillor M. Scott; and citizens Mark Caruso, David Ellis, Deane Greenwood, Sara McCleary, Brendan McShane, Sean Meades, Malcolm Morrison, Julia Piskiewicz, Harvey Robbins and Jami van Haaften to the Municipal Heritage Committee from January 14, 2019 to December 31, 2020 will appear on the January 28, 2019 Council Agenda.

7.8.1.17 Ontarians with Disabilities Accessibility Advisory Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Councillors M. Bruni and L. Vezeau-Allen and citizens Stewart Blake, Anne Marie Borkowski, Erin Buckley, Don Calvert, Denise Elliott, Tracy Galizia, David Gass, Shannon Gowans, Karen Hachey, Dan Jennings, Craig Kohler, Derrick Lavallee, Ann Marie McPhee, Diane Morrell, Malcolm Morrison, Maara Packalen, Shirley Pulkkinen and Douglas Rhodes be appointed to the Ontarians with Disabilities Accessibility Advisory Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.18 Parks and Recreation Advisory Committee

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that Councillor R. Niro and citizens Chris Alfano, Robert Carricato, Jennifer Flood, Deane Greenwood, Mark Kontulainen, Tracey McClelland, Paul McDonald and Susan Milne be appointed to the Parks and Recreation Advisory Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.1.19 Property Standards Committee

By-law 2019-12 appointing Elizabeth Filice, Martin Poirier and Michael Szczepaniak to the Property Standards Committee from January 14, 2019 to December 31, 2020 appears under Agenda item 11 and will be read with all by-laws under that item.

7.8.1.20 Public Library Board

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Elspeth Belair, Luke Dufour, Erin Ferlaino, Wayne Greco, Kevin Harrison, Sara McCleary, Steve Murray, Frances Ryan and Richard Wark be appointed to the Public Library Board from January 14, 2019 to November 14, 2022.

Carried

7.8.1.21 Walk of Fame Selection Committee

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Councillors M. Scott, M. Shoemaker and L. Vezeau-Allen; three representatives of the Downtown Association (appointed by the Downtown Association); one Chamber of Commerce representative (appointed by the Chamber of Commerce); and citizens Erik Bringleston and Angela Corcoran be appointed to the Walk of Fame Selection Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.2 Appointments to Boards and Committees Which are not Boards or Committees of Council

7.8.2.1 Algoma District Municipal Association

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Councillors M. Bruni, R. Niro, with Councillor M. Scott as alternate, be appointed to the Algoma District Municipal Association.

Carried

7.8.2.2 Algoma Public Health

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Councillor M. Scott and citizens Heather O'Brien and Louise Caicco Tett be appointed to the Algoma Public Health Board of Directors from January 14, 2019 to December 31, 2020.

Carried

7.8.2.3 District Social Services Administration Board

Moved by: Councillor M. Shoemaker

Seconded by: Councillor C. Gardi

Resolved that Councillors M. Bruni, P. Christian, L. Dufour, S. Hollingsworth and R. Niro be appointed to the Sault Ste. Marie District Social Services Administration Board from January 14, 2019 to December 31, 2020.

Carried

7.8.2.4 Celebrating International Friendship Committee Bridgewalk Group

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Councillor M. Shoemaker be appointed to the Celebrating International Friendship Committee Bridgewalk Group from January 14, 2019 to December 31, 2020.

Carried

7.8.2.5 Sault Ste. Marie Region Conservation Authority

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that Councillors M. Bruni , C. Gardi, D. Hilsinger and R. Niro be appointed to the Sault Ste. Marie Region Conservation Authority from January 14, 2019 to December 31, 2020.

Carried

7.8.2.6 Humane Society

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Councillor M. Scott be appointed to the Humane Society Board of Directors from January 4, 2019 to December 31, 2020.

Carried

7.8.2.7 Police Services Board

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Mayor Provenzano and Councillor L. Vezeau-Allen and citizen Rick Webb be appointed to the Police Services Board from January 14, 2019 to December 31, 2019.

Carried

7.8.2.8 Source Protection Committee

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Land Development and Environmental Engineer be appointed to the Source Protection Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.3 Nominations to Boards and Committees which are not Boards or Committees of Council

7.8.3.1 Federation of Northern Ontario Municipalities (FONOM)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that Councillor S. Hollingsworth be nominated to the Federation of Northern Ontario Municipalities from January 14, 2019 to December 31, 2020.

Carried

7.8.3.2 Museum Management Board

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Manager of Recreation and Culture be nominated to the Museum Management Board from January 14, 2019 to December 31, 2020.

Carried

7.8.3.3 St. Marys River Bi-national Public Advisory Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Land Development and Environmental Engineer be nominated to the St. Marys River Bi-National Public Advisory Committee from January 14, 2019 to December 31, 2020.

Carried

7.8.3.4 St. Marys River Marine Heritage Centre (Norgoma) Board of Directors

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Manager of Recreation and Culture be nominated to the St. Marys River Marine Heritage Centre (Norgoma) Board of Directors.

Carried

7.8.4 Ad-hoc Committees

7.8.4.1 Procedure By-law Review Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Mayor Provenzano and Councillors L. Dufour and M. Shoemaker be appointed to the Procedure By-law Review Committee.

Carried

7.8.4.2 Noise By-law Review Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Councillors M. Bruni, L. Dufour, and C. Gardi be appointed to the Noise By-law Review Committee.

Carried

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

8.1 Surface Flooding

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Niro

Whereas on October 11, 2018 a major flooding occurred for the second time in five years in the following areas: Hillside Drive, Elliott Road, Hill Street, Johnson Avenue, Diane Street, Pozzebon Crescent and Peoples Road; and

Whereas residents in this area have incurred major insurance costs to recover from the flooding damage; and

Now Therefore Be It Resolved that Public Works and Engineering Services be requested to conduct an environmental assessment to determine a course of action to address surface flooding issues in the People's Road drainage area.

Carried

8.2 Dog Park

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor D. Hilsinger

Whereas according to Ipsos Reid approximately 35% of Canadian households have a dog. Community parks and recreation departments are becoming more likely to include dog parks in their "building healthy community" plans; and

Whereas dog parks can act as a gathering spot for pet parents. While their pets are playing, community members are more likely to participate in conversation and exchange community information such as upcoming events, concerns, and ideas; and

Whereas leash laws continue to become increasingly restrictive, communities are seeing dog parks as a way to let dogs run free without penalty to pet owners or damage to private property. Dog parks also promote safety for pets, owners, and community members; and

Whereas canine parks allow dogs to get ample off-leash exercise and social activity; and

Whereas the City of Sault Ste. Marie has only one dog park located beside the Humane Society which is actively used;

Whereas the creation and sustainability of a dog park can be achieved economically through sponsorship and pet licenses;

Now Therefore Be It Resolved that city staff be requested to research the feasibility of creating two additional dog parks, one in the east end (preferably in Bellevue Park) and the other in the west end where dog owners can easily access them, incorporating trends from highly rated dog parks such as Vancouver's.

Carried

8.3 Economic Development Fund

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor P. Christian

Whereas the overarching goal in economic development is to improve the economic well-being of a community through policies and initiatives that will increase the municipal tax base; foster business and job creation; focus on retention and expansion of business; promote investment and diversify an economy; and

Whereas the City of Sault Ste. Marie has an existing Economic Development Fund (EDF) which was established on July 12, 2018 focused on satisfying the overarching goals listed above; and

Whereas City Council annually establishes funding support for the EDF and as this fund is limited, City Council must be very selective in how it is disbursed to ensure that the maximum return on investment is achieved; and

Whereas the existing policy clearly outlines Key Performance Targets such as net job creation, attraction of new employees and so forth;

Now Therefore Be It Resolved that a report be provided to City Council in June and December of each year, providing valuable information regarding the effectiveness of the EDF and summarizing the return on investment (if any). The report should include;

- Legal name of company
- Number of employees at start up vs currently
- Average salary
- Sector/type of business
- Type of product or service created
- Does the business continue to exist and growing
- Revenue growth in the past 1 year, 2 years and 3 years
- Location of head office

to ensure accountability to City Council.

Postponed

8.4 Smart Industrial and Business Park Investment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor P. Christian

Whereas municipal infrastructure investments are critical to economic development and sustainability; and

Whereas a considerable number of municipalities, nationally and globally, are investing in “smart industrial and business parks,” to ensure the ready availability of serviced land, which includes high-speed broadband and public transit for employees for new businesses; and

Whereas having an established smart industrial and business park could attract millions in investment, providing economic growth and taxes to the community; and

Whereas the City of Brighton, Ontario has an existing smart industrial and business park, including an interactive website, which provides prospective businesses to quickly and easily identify if the community meets their needs; and

Whereas the City of Cambridge, Ontario is building a new 160-hectare smart industrial park for new advanced manufacturing and other technology-based companies which will offer supply chain opportunities, and e-commerce; and

Whereas not only will this benefit potential new businesses, but existing companies that require “smart services”; and

Whereas a city that has an existing competitive industrial and business park will more likely attract companies to locate to a city that is ready to receive new migration vs a city that is not prepared; and

Whereas the Sault Ste. Marie Economic Development Corporation has already identified that investment-ready lands are critical to attract new opportunities; and

Whereas the City of Sault Ste. Marie lacks a smart industrial and business park which is a limiting factor in attracting entrepreneurs into the community;

Now Therefore Be It Resolved that City staff, Councillor Hollingsworth and Economic Development Corporation staff be requested to investigate and report to Council by July 2019 regarding creation of a sustainable smart industrial and business park including: best practices, required financial investment, potential location(s) and required infrastructure.

Carried

8.5 Allen's Side Road/Wallace Terrace Truck Traffic

Councillor R. Niro declared a conflict on this item. (Daughter owns a home on Allen's Side Road.)

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Scott

Whereas Allen's Side Road and Wallace Terrace have both increasingly become busier commercial/industrial corridors with heavy truck traffic travelling by way of both Allen's Side Road and Wallace Terrace to a number of commercial operators located off Allen's Side Road on Base Line and Yates Avenue; and

Whereas Allen's Side Road and the westerly portion of Wallace Terrace have not been upgraded or improved in a number of years; and

Whereas Wallace Terrace decreases from four to two lanes west of Rowell Avenue; and

Whereas heavy truck traffic is having a negative effect on residences on both Allen's Side Road and Wallace Terrace and homeowners are concerned that the speed and weight of vehicles is affecting their homes; and

Whereas homeowners are concerned that the speed of the heavy truck traffic presents a safety concern; and

Whereas the neighbours appreciate and understand the importance of the commercial/industrial operations and do not want to deter said operations;

Now Therefore Be It Resolved that Council request staff report regarding potential solutions specifically including (but not limited to) any recommendations relating to posted speed limits (and reductions thereof) that might be implemented to address the concerns of the tax payers who live on both Allen's Side Road and the westerly portion of Wallace Terrace.

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 P. Christian

Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 11 of the Agenda under date 2019 01 14 be approved, save and except 2019-4, 2019-10 and 2019-13.

Carried

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

11.1.1 By-law 2019-1 (Traffic)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 14th day of January, 2019.

Carried

11.1.2 By-law 2019-2 (Streets) Official Street Names

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-2 being a By-law to re-adopt Official Street Names List be passed in open Council this 14th day of January, 2019.

Carried

11.1.3 By-law 2019-3 (Finance) User Fees 2019

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-3 being a by-law to establish user fees and service charges be passed in open Council this 14th day of January, 2019.

Carried

11.1.4 By-law 2019-4 (Zoning) 11 White Oak Drive East (1022386 Ontario Inc. c/o Casey Davieaux)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-4 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 11 White Oak Drive East (1022386 Ontario Inc. C/O Casey Davieaux) be passed in open Council this 14th day of January, 2019.

Carried

11.1.5 By-law 2019-5 (Remuneration) Repeal By-laws Amending By-law 86-134

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-5 being a by-law to repeal various by-laws that amend the repealed Remuneration By-law 86-134 of the City of Sault Ste. Marie be passed in open Council this 14th day of January, 2019.

Carried

11.1.6 By-law 2019-6 (Property Acquisition) 117 Allen's Side Road (Harnden)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-6 being a by-law to authorize the acquisition of property located at civic 117 Allen's Side Road (Harnden) be passed in open Council this 14th day of January, 2019.

Carried

11.1.7 By-law 2019-7 (Agreement) AECOM Sanitary Infrastructure Electrical Upgrades

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-7 being a by-law for engineering services for the sanitary infrastructure electrical upgrades be passed in open Council this 14th day of January, 2019.

Carried

11.1.8 By-law 2019-8 (Agreement) Pim Street Pump Station Repairs (Contract 2018-6E)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-8 being a By-law to authorize the execution of the Contract between the City and 1187839 Ontario Limited for Pim Street Pump Station Repairs (Contract 2018-6E) and to obtain approval for an amendment to the engineering fee be passed in open Council this 14th day of January, 2019.

Carried

11.1.9 By-law 2019-9 (Traffic) Amend Schedule Y to By-law 77-200

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-9 being a by-law to amend Schedule "Y" of Traffic By-law 77-200 be passed in open Council this 14th day of January, 2019.

Carried

11.1.10 By-law 2019-10 (Subdivision Control) Sault Ste. Marie Park (Nichol)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-10 being a by-law to deem not registered for purposes of subdivision control certain lots in the Sault Ste. Marie Park Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 14th day of January, 2019.

Carried

11.1.11 By-law 2019-11 (Delegation) Cannabis

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-11 being a by-law to delegate to the Chief Administrative Officer, or his/her designate signing authority to provide the Alcohol and Gaming Commission of Ontario with comments on the Licensing of Cannabis Stores be passed in open Council this 14th day of January, 2019.

Carried

11.1.12 By-law 2019-12 (Appointments to Local Boards)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-12 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 14th day of January, 2019.

Carried

11.1.13 By-law 2019-13 (Agreement) Abutting 289 Bay Street Stairs

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-13 being a by-law to authorize the execution of the Agreement between the City and 2547742 Ontario Inc. for a staircase occupying City property abutting 289 Bay Street be passed in open Council this 14th day of January, 2019.

Carried

11.1.14 By-law 2019-14 (Taxes) Interim Tax Levies

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-14 being a by-law to provide for Interim Tax Levies be passed in open Council this 14th day of January, 2019.

Carried

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

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

11.3.1 By-law 2018-188 (Street Closing and Conveyance) Part Sunnyside Beach Road

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

RESOLVED that By-law 2018-188 being a by-law to stop up, close and authorize the conveyance of a portion of Sunnyside Beach Road, Plan M-172 abutting 221 Sunnyside Beach Road, being part of PIN 31617-0117 PT 1 1R13516 and a portion of Sunnyside Beach Road, Plan H-420 abutting 209 Sunnyside Beach Road, being part of PIN 31617-0160 PT 2 1R13516 be read a THIRD time in open Council this 14th day of January, 2019.

Carried

11.3.2 By-law 2018-207 (Street Closing and Conveyance) Part of 205 Greenfield Drive

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2018-207 being a by-law to stop up, close and authorize the conveyance of a portion of 205 Greenfield Drive described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T69145; SAULT STE. MARIE in the Greenfield Park Subdivision, Plan H518 be read a THIRD time in open Council this 14th day of January, 2018.

Carried

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

13. Closed Session

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that this Council proceed into closed session regarding an item concerning labour relations; and

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

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

Carried

14. Adjournment

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



BLACKLINE
CONSULTING

A Higher Standard

IT and Digital Strategy

January 2019

The Corporation of the City of Sault Ste. Marie

Council Presentation

Agenda

- ▶ Scope of Engagement
- ▶ Approach
- ▶ Current Situation
- ▶ Observations
- ▶ Our Recommendations

Scope of Engagement

1

Current Assessment and Immediate Opportunities:

- ▶ Establish a baseline for current services, technology and procedures
- ▶ Strengths, and weaknesses of the current IT environment
- ▶ Document and review the network architecture

2

Desired Future State:

- ▶ Integrated corporate solutions to meet future needs
- ▶ Establishing processes and standards
- ▶ Recommendations for improving service delivery model

3

Detailed Implementation Plan:

- ▶ Prioritization model that clearly shows timelines, costs, resources, impacts and risks

Our Approach

Development of the IT service model was highly collaborative, engaging the City staff at all levels and from all departments.

This approach was purposely business centric to ensure any recommendations align with the vision and goals of the City, as well as address any gaps. The phased approach was as follows:

Phase 1
Discovery

Phase 2
Analysis

Phase 3
Insight

Phase 4
Reporting

Current Situation

The City recognizes:

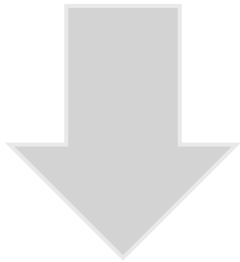
- ▶ The need to attract information and communication technology (ICT) business and the ICT economy
- ▶ Changes in social expectations – residents want more accessible information and services
- ▶ Technology can be help address social issues the City is facing

Current Situation - Addressing Current Needs

Challenge	Description
Investment needed in IT	▶ IT's total spend has been ~1% of the City's annual spend, under by 2-3% ▶ This is a major reason why there are deficiencies in IT
The City's network requires enhancement	▶ Network connectivity is the basis for digital services and will become increasingly important ▶ The network connection speed across the City is in some cases below market norms
There is a backlog of initiatives	▶ There are over 30 initiatives that currently require IT's involvement ▶ The City will need to revise it's approach to prioritize projects
Staff require to be more mobile	▶ Staff are working in different ways and require more mobility – systems, data and technology
Ad-hoc IT governance	▶ There are several IT processes that should be implemented

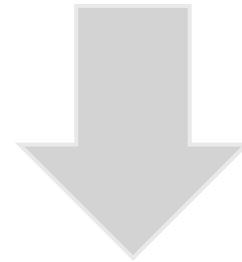
Our Recommendations - Vision

The City has a bold and exciting vision



The City's IT should to enable that vision

To be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario.



Your forward-thinking partner focusing on high quality solutions aligned with the City's corporate vision.

Our Recommendations - Future Role of IT

The City's IT department will need additional capabilities in:

- ▶ Strategy, Innovation & Architecture
- ▶ Project Management
- ▶ Data and Application Integration
- ▶ Vendor Management
- ▶ Performance Management
- ▶ Security Services

Innovator — *Monitor and discover new, evolving service offerings, Advise on innovation and technology enablement opportunities*

Broker —
Facilitate matching City needs and service options

Integrator —
Source services, manage integration and solution development

Orchestrator
— *Coordinate across service providers, manage solution delivery*

Our Recommendations - Initiatives (1 of 2)

Initiative	Rationale
1. Enhance the City's network resilience and capability	▶ Network connectivity is fundamental ▶ Address network deficiencies and redundancies ▶ Enhance the City's security posture
2. Modernize the City's IT and technology assets	▶ Address operational risks ▶ Lower maintenance costs ▶ Removes technology barriers
3. Enable a mobile workforce	▶ Improve workforce productivity
4. Establish processes for change and project management	▶ The City's appetite for change is increasing ▶ Structure will help improve the City's ability to deliver change and reduce business interruptions

Our Recommendations - Initiatives (2 of 2)

Initiative	Rationale
5. Create disaster recovery capabilities	▶ Reduce operational risk ▶ Improves the City's ability to maintain services in the event of incidents
6. Define the City's target architecture	▶ System integrations allow for more information sharing ▶ Enhance data quality and accuracy
7. Implement a city-wide data warehouse and analytic solution	▶ Ability to analyze data and improve decision-making capabilities
8. Restructure the approach to IT management	▶ Structure improves consistency of services and ability to deliver projects on-time
9. Establish guidelines for data management and governance	▶ Supports data directive ▶ Enhances data security and protection

Our Recommendations - Roadmap of Initiatives

	2019	2020	2021	2022
1. Enhance the City's network resilience and capability				
2. Modernize the City's IT and technology assets				
3. Enable a mobile workforce				
4. Establish processes for change and project management				
5. Create disaster recovery capabilities				
6. Define the City's target architecture				
7. Implement a city-wide data warehouse and analytic solution				
8. Restructure the approach to IT management				
9. Establish guidelines for data management and governance				

**A separate timeline exists for addressing the IT organization.*

BLACKLINE CONSULTING



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Utility Upgrades – Fort Creek Aqueduct
Reconstruction – Final Invoicing

PURPOSE

During the 2018 Construction Season, upgrades to the gas system were required for Wellington Street during the Fort Creek Aqueduct reconstruction. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Union Gas Limited has performed upgrades to its own network. The initial estimate provided by Union Gas Limited stated that the Municipal portion of the cost of the upgrade would be \$94,841 plus HST, subject to adjustment for actual project total cost. At its July 16, 2018 meeting, City Council approved funding for the upgrades allowing for cost sharing with the Provincial and Federal Government.

ANALYSIS

Union Gas Limited has provided invoicing for the relocation of a gas main, as required for the Wellington Street reconstruction to the City's Engineering Services – PWES.

FINANCIAL IMPLICATIONS

The City's actual cost for the gas main relocation is \$119,401 (incl. non-rebatable HST), which is \$22,891 above the amount approved on July 16, 2018. These are eligible costs under the Small Communities Fund (SCF) portion of the Build Canada Fund (BCF) which the City, the Province and the Federal government will share in thirds. The City's share of the overage is \$7,630 and can be covered within the approved 2018 Capital Budget for the Fort Creek Aqueduct Reconstruction.

STRATEGIC PLAN / POLICY IMPACT

These upgrades are linked to Delivery of New Infrastructure as listed in the Infrastructure Focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 01 28 be received and the recommendation that an additional \$22,891 be approved for the gas main relocation, with the City's share being \$7,630.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', with a stylized flourish at the end.

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



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Professional Services – Service Profile Development for Sault Ste. Marie

PURPOSE

This report has been prepared for Council's information and consideration concerning the Proposal received for Service Profile Development for the City of Sault Ste. Marie utilizing the Municipal Reference Model (MRM); as required by the Office of the Chief Administrative Officer. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

A well-constructed Service Profile can assist the City in performing its functions and delivering its services better. It focuses on outcomes and how these outcomes are achieved through programs and services delivered. The analysis starts with whether the City is delivering the right programs and services; and continues with determining if they are delivering them properly and efficiently.

ANALYSIS

Staff have researched the utilization of various concepts in the development of a Service Profile, and determined that the Municipal Reference Model (MRM) should be utilized in developing the Profile.

The MRM is a proven approach for reviewing Municipal organizational structures, staffing levels and service and is owned by the Municipal Information Systems Association (MISA) of Canada. It addresses the requirements needed for development of a Service Profile focusing on attaining the successful and efficient delivery of outcomes and services by the City to its residents.

KPMG LLP has been granted rights to apply the MRM concepts and methodology in Canada and other Countries throughout the World. A member of the proposed project team is recognized as one of the leading architects of the MRM.

Approval of single sourcing of this project is requested on this basis in accordance with the Purchasing By-law when the professional services can only be supplied by a particular supplier.

KPMG has successfully provided external audit services to the City of Sault Ste. Marie for many years.

A report of the Chief Administrative Officer (CAO) appears elsewhere on the Council Agenda.

FINANCIAL IMPLICATIONS

KPMG LLP has proposed an all inclusive Fee of approximately \$80,450 including non-rebatable HST for the Project. This can be accommodated with funding of \$20,500 from the Asset Management Reserve and the balance from various other 2019 operating accounts.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Corporate Strategic Plan. It may be linked to the mission outlined in the Corporate Strategic Plan 2016-2020 to Promote, Encourage and Lead Economic and Social Growth within our Community through the effective provision of Municipal Services.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 01 28 be received and the recommendation that the Proposal submitted by KPMG LLP for Service Profile Development for the City of Sault Ste. Marie, be approved, on a single source basis.

It is further recommended that City Council approve the allocation of \$20,500 from the Asset Management Reserve to be applied to fees associated with the Project.

By-law 2019-26 authorizing signature of the agreement for development of the Business Model appears elsewhere on this Council Agenda.

Respectfully submitted,



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



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Development of a Municipal Service Profile Model

PURPOSE

To attain Council approval to execute an engagement letter with KPMG LLP to develop a municipal service profile model for City of Sault Ste. Marie services using the Municipal Reference Model (MRM) framework.

BACKGROUND

Municipalities are required by provincial statute to provide their residents and other stakeholders with municipal services as funded through property tax revenues and other sources. A large portion of these services are legally mandated and legislated to meet minimum requirements (e.g. policing services). However, discretionary services are also provided based on directions from Council as reflecting the needs expressed by the community (e.g. splash pads, senior services). In a report titled *Services to Local Government* a municipality may offer as many as 150-200 public services delivered externally to the community as well as 75 – 100 services internal to the corporation. As each service typically involves 20 – 25 processes and a further 5-10 activities per process, there may be as many as 25,000 – 75,000 activities and processes managed by a municipality.

Given the vast array of activities and processes that a municipal government needs to undertake, it is important that municipal administrations and Council have a strong understanding of the services being provided relative to community expectations as well as affordability and quality. In recent years the City of Sault Ste. Marie has striven to enhance its budgeting processes to provide even greater transparency respecting the services being provided and their costs. Despite some successes in this regard, on-going deliberations with Mayor and Council demonstrate that further improvements are warranted particularly given the rapidly increasing public attention afforded by an exploding social media

platform. Of interest are the major drivers in setting of service levels, customer expectations and affordability.

To tackle these issues further as described in the presentation to the Finance and Audit Committee, City administration established a multi-departmental corporate Level of Service Working (LSW) Committee to consider and make recommendations on conducting a service analysis. In its work, the LSW Committee determined that a third party review using the MRM was the most suitable first phase approach (see sample attachment) and has recommended KPMG LLP to do the work as an MRM recognized consultant. It was appreciated that this initiative was also integral to meeting recent provincial regulations regarding asset management policy, planning and reporting.

ANALYSIS

The objective of a Level of Service Analysis is to find a balance between the expected level of service and the cost of providing that service compared to what the taxpayer/stakeholder customer is willing to pay. This has been accomplished in select areas through the development of Master Plans (e.g. Fire Services). However, a higher level corporate lens is important to consider all proposed levels of service, their performance, costs and benefits as well as suitability, equity and adaptability to changing management strategies and/or municipal directions. Benefits arising from such a review includes assisting asset management policies and plans, providing better information for budget deliberation purposes and setting a foundation for even greater service improvements. Going forward the outcomes of the proposed third party MRM based review will achieve even greater accountability and efficiency through improved performance measurement, opportunity for exploring alternative service delivery options and benchmarking to other communities and best practices. In short, consider all services relative to the key objectives of achieving economy, efficiency and effectiveness.

For the reasons above staff is recommending proceeding with the third party analysis utilizing KPMG LLP as a recognized provider of this type of work.

FINANCIAL IMPLICATIONS

KPMG LLP has provided an estimated cost for the review including plan and outcomes at \$80,450 including non-rebatable HST. Funding in the amount of \$20,500 is recommended from the Asset Management Reserve, an appropriate source given the tie in of this work to the province's new asset management reporting requirements. The balance is to be secured from within other 2019 operating accounts. KPMG LLP has been recognized by MISA/ASIM Canada (developer of the MRM model) as having the knowledge to provide this consulting and training services, KPMG LLP is therefore recommended as the service provider as found in the Purchasing Manager report and engagement letter By-law 2019-26 found elsewhere on this January 28, 2019 Council agenda.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Corporate Strategic Plan. It may be linked to the mission outlined in the Corporate Strategic Plan 2016-2020 to Promote, Encourage and Lead Economic and Social Growth within our Community through the effective provision of Municipal Services.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2019 01 21 concerning a Municipal Reference Model Service Review be received and that KPMG LLP be engaged through an engagement letter found under By-Lay 2019-26 to develop a municipal service profile model for City of Sault Ste. Marie municipal services using the Municipal Reference Model (MRM) framework.

Respectfully submitted,

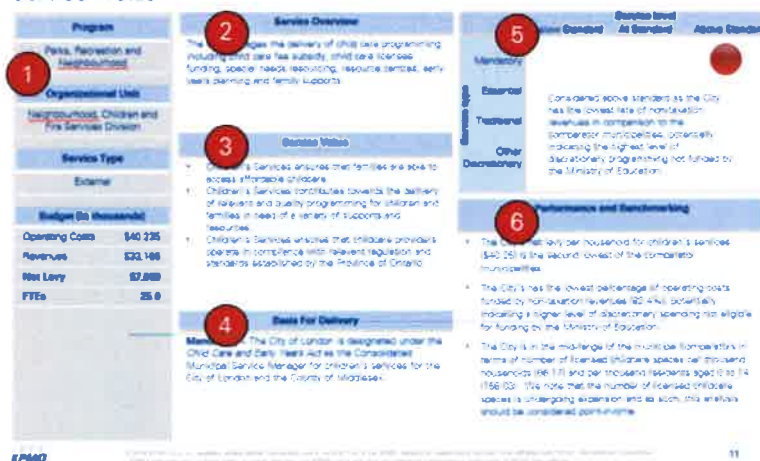


Al Horsman
Chief Administrative Officer
705.759.5347
a.horsman@cityssm.on.ca

Description of Work Product

Given the breadth of services provided by the City, the final deliverables will necessarily involve a significant level of detail. In order to facilitate the review and presentation of the outcomes, our final work product will involve a high degree of graphic 'dashboard' presentations. We have provided below an example of our service profile presentation format.

Children's Services Service Profile



- 5 A pictorial representation of the service based on the Region's service level (at, above or below standard) and the basis for the Region's delivery of the service (mandatory, essential, traditional, other discretionary). Service level standards reflect legislated service level standards or, where no legislated standard exists, service level standards enacted by municipalities of comparable size and complexity.
- 6 A comparison of effectiveness and efficiency indicators for the service for the Region against selected municipal comparators.

1. Information concerning the organizational hierarchy, service type (external vs. internal), 2018 budget information and full-time equivalent employees ("FTE's"). Please note that we are continuing to work with the Region to finalize the budget information and while the net levy amount is correct, revisions may be required to gross expenditures and non-taxation revenues.
2. Information concerning the nature of the service provided, including the type of programming offered by the Region.
3. Information concerning the way in which the service addresses the client's needs, including the public policy issues addressed by the service.
4. The rationale for the Region's involvement in the service, based on the following categories:
 - **Mandatory** – Services that are required to be delivered by regulation or legislation
 - **Essential** – Services that, while not mandatory, are required to be delivered in order to ensure public health and safety and/or the effective functioning the Region as a corporate body
 - **Traditional** – Non-mandatory, non-essential services that are typically delivered by municipalities of comparable size and complexity and for which a public expectation exists that the service will be provided
 - **Other Discretionary** – Services that are delivered at the direction of the Region without a formal requirement or expectation, including services that may not be delivered by other municipalities of comparable size and complexity



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering Services

DEPARTMENT: Public Works and Engineering Services

RE: Asphalt Placement Technology

PURPOSE

The purpose of this report is to address the following resolution from the meeting of June 11, 2018:

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

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

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

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

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

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

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

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

BACKGROUND

This resolution came about after media articles discussed the research work of Professor Abd El Halim of Carlton University. His invention, the Asphalt Multi-Integrated Roller (AMIR) approaches asphalt compaction in a different manner. Instead of the traditional steel-drum vibratory roller, a rubber belt system is used to compact hot mix asphalt. The belt allows a constant and consistent distribution of pressure on the asphalt, instead of the loading resulting from the rigid, vibrating steel wheels. El Halim says the steel rollers leave behind cracks which allow water penetration. The freeze-thaw action of the water and repetitive traffic loading on the water-filled cracks can become potholes.

ANALYSIS

Staff are interested in any new technology or material that will prolong the serviceable life of asphalt surfaces. In most situations involving road material and construction standards, staff relies heavily on research and development completed or endorsed by the Ministry of Transportation (MTO). The MTO has been contacted by staff for an update on this particular method and received the following information:

- The AMIR asphalt roller is a non-vibratory roller that has demonstrated it can produce a crack-free, low permeability asphalt surface, especially on bridge decks.
- Early AMIR test sections showed benefits, but challenges were encountered with low productivity and the rollers picking up material from the surface. MTO quality assurance and material engineering research offices endorsed further trials to see if the roller pick-up issue could be addressed.
- Carleton University was retained to seek solutions to the roller pick-up problem. Carleton University has completed the study and the recommended improvements have been made.
- A demonstration has been setup for MTO staff to observe the improved AMIR and confirm whether the pick-up problem has been addressed and that the AMIR is ready for use on further trials.
- Once satisfied, the ministry is planning to construct some asphalt test sections on bridge deck paving contracts, where the AMIR asphalt roller will be used to compact the asphalt.

In summary, staff will remain in contact with MTO and if this method becomes the preferred standard, it will be specified on City contracts.

FINANCIAL IMPLICATIONS

There are no financial implications resulting from this information report.

STRATEGIC PLAN / POLICY IMPACT

Quality asphalt specifications 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 2019 01 28 concerning asphalt placement technology be received as information.

Respectfully submitted,



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



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Status Update on City Laneway Cleanup

PURPOSE

The purpose of this report is to update Council regarding the status of a proposed resolution regarding City Laneway Cleanup.

BACKGROUND

In May of 2018, Council tabled a resolution concerning debris and garbage in City laneways and requested that staff report back with a solution, including cost estimates and ways of recovering costs from property owners.

ANALYSIS

The above resolution requires meeting with and consultation between Legal, Public Works, and Building to review current procedures and explore alternative avenues to yield the results sought by Council. Legal will need to explore further enforcement and collection methodology as it pertains specifically to the recovery of costs associated with such debris and garbage.

Currently constituents can contact City Public Works or the Building Department. If Public Works is contacted and in appropriate circumstances, they will assign staff to remove the debris or garbage. In situations wherein the identity of the individual responsible for depositing such debris or garbage is known, legal avenues will be explored between Building and Legal.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Status Update on City Laneway Cleanup

2019 01 28

Page 2.

That City Council receive this for information purposes only and that staff return to Council at a later date with its find.

Respectfully submitted,

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

Jeffrey King
Solicitor/Prosecutor

JK/tj

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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Status Update on Ridesharing Services

PURPOSE

The purpose of this report is to update Council regarding the status of the Ridesharing Services Committee and appropriate amendment to the Vehicle for Hire By-law.

BACKGROUND

In 2016, Council put forth a resolution concerning policy implications for Ridesharing Services and the applicability of its Vehicle for Hire By-law as an appropriate enforcement tool. The direction further required the formation of a Committee to explore the above.

ANALYSIS

Consultation with those in the industry has revealed that currently the City of Sault Ste. Marie does not have a Ridesharing Service per se in operation. It would appear that Driverseat, a service that brings you and your vehicle home, operates in the City.

At this time the Legal Department has completed a preliminary review of the current Vehicle for Hire By-law with a view of implementing appropriate enforcement mechanism for the Ridesharing industry.

In turning its attention to the formation of a Committee to explore the issues brought out during said review, Legal was informed of certain positional changes regarding essential members of such a Committee. The intention will be to form a Committee once those positions are backfilled and explore the challenges that this new industry poses to our current by-law.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

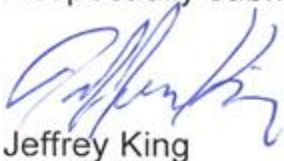
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council receive this for information purposes only.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/lv

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

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nicole Maione, Manager of Transit & Parking
DEPARTMENT: Community Development and Enterprise Services
RE: Municipal Law Enforcement Officers

PURPOSE

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

BACKGROUND

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

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-27 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A blue ink signature of Nicole Maione, written in a cursive style.

Nicole Maione
Manager of Transit and Parking
705.759.5848
n.maione@cityssm.on.ca



2019 01 18

Karen Fields, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

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

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

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

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
741	Degasparro, Sherri	Sault Ste. Marie Airport Development Corporation	Sault Ste. Marie Airport
742	Vowels-Wing, Laurie	North 44 Property Mgt.	844&860 Queen St. E, 524,524A,536,536A Goulais Ave
743	Milne, George	Croatian Village	80 Sackville Road

And that the following be deleted:

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
728	Brandow, Tracy	North 44 Property Mgt.	844&860 Queen St. E, 524,524A,536,536A Goulais Ave

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

Thank you.

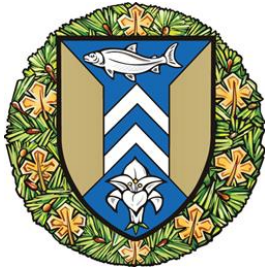
Yours truly,

A handwritten signature in blue ink, appearing to read "Nicole Maione", written over a circular blue ink stamp.

Nicole Maione
Manager of Transit and Parking

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

638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
639	PANITILA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIA,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENK CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENK CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Reshome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
735	KEMP, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
736	BLAIR, BRENT	PROPERTY ONE	421 Bay St
737	MARTONE, DONATO	PROPERTY ONE	421 Bay St
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVIC	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536, & 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: River Road Pump Station

PURPOSE

The purpose of this report is to obtain approval to award Contract 2019-5E.

BACKGROUND

Urgent repairs are required on a leaking knife gate valve, including provision of temporary bypass pumping at the River Road Pump Station. Tender by invitation was completed for the required work.

ANALYSIS

One (1) tender was received, and was found to be complete. The results are summarized in the attached report. The tender, excluding HST was in the amount of \$278,653 submitted by Cecchetto and Sons Ltd.. The tender amount of approximately \$283,557.29 (including the city's portion of tax) is higher than the Engineer's tender estimate by approximately \$81,153 or 36%.

FINANCIAL IMPLICATIONS

When recoverable HST is removed and allowances for engineering are added, the City's cost to complete the project is estimated to be approximately \$305,435.69 to be funded from the 2018 sanitary emergency budget allowance.

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:

The relevant by-law 2019-28 is listed elsewhere on the Agenda and is recommended for approval.

River Road Pump Station

2018 01 28

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Respectfully submitted,

C. Taddo

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

c.taddo@cityssm.on.ca

January 22, 2019

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

Dear Ms. Taddo:

Project No: 60595925

**Regarding: River Road Pump Station Bypass and Valve Repair
Contract No. 2019-5E
Tender Report**

We have reviewed the tenders received by the AECOM Sault Ste. Marie office on Tuesday, January 22, 2019 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2019-5E – River Road Pump Station Bypass and Valve Repair consists of repairing leak on existing 350mm dia. knife gate valve with repacking of gland including construction of a forcemain bypass connection and provision of temporary bypass pumping system.

Tender documents were provided by invitation to General Contractors. Three (3) Contractors were contacted, however only two (2) were invited and provided the tender documents.

During the tender period, there were a few questions from one of the Contractors relating to the existing flows and forcemain configuration for sizing the temporary pumping station. Two addenda were issued by the Consultant to address the issues/questions raised, clarify insurance requirements, extend closing date and increase the contract duration.

2.0 Summary of Tenders

One Contractor submitted a sealed tender for Contract No. 2019-5E to the AECOM office prior to the closing time of 3:00 p.m. on Tuesday, January 22, 2019. The tender was opened at 3:15 p.m. on the same day by Darrell Maahs, Project Manager in the presence of an AECOM staff member. No representative of the bidding contractor was present for the opening. At the time of the tender opening, the Total Tender Value was read and the tender was reviewed to ensure it included the required \$5,000 tender deposit and agreement to bond.

The tender deposit, which was in the form of a certified cheque was retained by AECOM and the tender submission was reviewed by the Consultant.

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

- | | | | |
|----|-------------------------|---|--------------|
| 1. | Cecchetto and Sons Ltd. | - | \$314,877.89 |
|----|-------------------------|---|--------------|

The Total Tender Value includes a contingency allowance of \$7,500.

The Engineer's tender estimate for this Contract was \$223,175.00 (incl. HST) which was compiled based on the final scope of work under the contract and pricing from previous work, along with some budget pricing provided by the subcontractor for the live taps. A Summary of Tender Price along with the Engineer's tender estimate is attached as Appendix 1.

3.0 Review of Tenders Received

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

1. The tender was properly signed, sealed and executed.
2. The tender breakdown was checked for mathematical errors. None were found.
3. The Instructions to Bidders indicated that all tenders were to include a \$5,000 tender deposit in the form of a certified cheque. The tender submitted by Cecchetto and Sons Ltd. complied with this requirement.
4. The tender document called for submission of Appendix 'B' to 'D' which outline the tenderers' list of proposed subcontractors and suppliers, alternative prices, and breakdown of total tender price. The tenderer filled in the appropriate appendices.
5. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to the tender submitted.
6. The tenderers were required to acknowledge any Addenda received during the tender period. The tenderer confirmed two addenda were issued.

3.0 Low Bidder Experience

Cecchetto and Sons Ltd., is a well-known Contractor from Sudbury, Ontario who has completed numerous City contracts in the past including various upgrades at the City's sewage pumping stations.

Appendix "B" – List of Subcontractors and Suppliers submitted by Cecchetto and Sons Ltd. indicated that the Mechanical work will be done by McLeod Bros. Mechanical, Bypass Pumping by Aquatech, Live Tap and Line Stop work by Pipeline Repair Services, and Excavation and Restoration will be done by Palmer Construction. All subcontractors have completed similar work on past City contracts.

4.0 Tender Estimate

The low tender amount of \$278,653.00 (excl. HST) is higher than the Engineer's tender estimate by \$81,153.00 (excl. HST) or approximately 36%.

5.0 Conclusions

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

1. Although, Cecchetto and Sons Ltd.'s tender is higher than the Engineer's estimate, the City should select a Contractor to complete the River Road Pump Station Bypass and Valve Repair project as we do not expect retendering will result in a lower cost;
2. The required by-law should be drafted and passed by Council to facilitate execution of the attached CCDC2 Agreement (Note: the low bidder has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

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

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm
Encl.



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Transit Pass Partnership with the District of Sault Ste. Marie Social Services Administration Board

PURPOSE

This report has been prepared for Council's information and approval to enter into a one (1) year pilot for a "flat fee for service" with the District of Sault Ste. Marie Social Services Administration Board (DSSAB) for transit services. There will be an opportunity to extend the agreement for an additional four (4) years thereafter along terms mutually agreed to.

BACKGROUND

The DSSAB has had a relationship with the City to provide Transit service for certain clients for over 20 years. Under the current model Social Services determines on a case by case basis who qualifies for a Transit pass and funds are provided directly to program recipients, who then in turn are to purchase a pass from the Transit Department.

Under the current model, while controls are in place, there is no guarantee that funding issued for the purposes of a monthly transit pass are being used for intended purposes. This approach poses risk for Social Services and diverts potential revenue from the Transit Department.

Each year Social Services expenses between \$400,000 to \$600,000 for public transportation, and only for people who have employment and/or medical related transportation needs (approximately 7,500 passes annually or 625 people each month). Currently, there are 2,438 people receiving Social Assistance that do not have their own vehicle and require public transportation.

The current approach results in over 1,800 people living in poverty who cannot afford a monthly bus pass, which further negatively impacts employment and health outcomes. The current process does not guarantee all funding provided by

Social Services is received by the Transit department as revenue. Finally, the current approach is very administratively heavy for both Transit and Social Services.

Current Process

1. Social Services case manager approves the issuance (or denial) of a monthly bus pass based on provincial and local policy. Social Services process bank deposit or cheque for \$66 to enable the individual to purchase a bus pass.
2. The individual comes to Transit (or alternate sales desk) to purchase the pass
3. Transit issues the pass
4. Process repeats for the following month

Under the current process, there is no way for the City to accurately know how many people in receipt of Social Assistance are purchasing a pass from Transit each month. However, the DSSAB has confirmed that it provides approximately \$500,000 annually for Transit passes based on a five (5) year average.

ANALYSIS

Moving forward Social Services would like to provide the City \$450,000 for an eleven (11) month pilot beginning February 1, 2019 through until December 31, 2019 to provide public Transit service for all individuals in receipt of Social Assistance.

Proposed Process

1. DSSAB will provide \$450,000 directly to the City to cover the remaining 11 months in 2019.
2. The City will provide passes to Social Services to administer.

Anticipated Benefits

1. Reduced administration for both Social Services and Transit
2. Revenue paid directly to the Transit Department. Kingston piloted a similar model in January 2017 (Appendix A) with good success and continues today.
3. Ensures all community members who receive Ontario Works have access to Public Transportation
4. Increase in ridership
5. Collaborative partnership benefiting both organizations in alignment with both the City's and Social Service's Strategic Plans
6. Controlled transportation budget line for Social Services
7. Increased access to employment opportunities for people living in poverty

Social Services will track how many passes are issued ongoing and advise City staff on a quarterly basis for reconciling purposes.

DSSAB Board of Directors passed resolution on January 17, 2019 supporting the pilot and authorizing the one-time transfer of \$450,000 to the City.

City staff is in full support of the pilot and recommend the proposal.

FINANCIAL IMPLICATIONS

The new agreement will see the City enter into a one (1) year pilot agreement with an option to renew for another four (4) years which could generate \$2,450,000 in revenue for transit services.

The agreement will be effective February 1, 2019 and will have the following payment schedule:

- | | |
|---------------------|--------------|
| 1. February 1, 2019 | \$75,000.00; |
| 2. March 1, 2019 | \$75,000.00; |
| 3. April 1, 2019 | \$300,000.00 |

Social Services has confirmed that they will distribute the passes and will provide up to \$5,000 to cover the costs of new cards, based on actual costs incurred by the City.

There would be no added cost for monitoring or tracking ridership. Under the new agreement, the City will expect to see a positive impact to both revenue and ridership. Data will be collected and reported back to Council at the end of the one (1) year pilot with results and recommendations.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens. Specifically in fostering a positive avenue for individuals who are currently working but in receipt of social assistance or who are in search of employment and require access to public transportation.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Furthermore, it exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

- Supports the Future SSM Social Equity pillar where Sault Ste. Marie will be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life and is able to realize their full potential.

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 2019 01 28 be approved.

An agreement and by-law 2019-15 authorizing signature of the agreement appears elsewhere on the Council agenda for approval.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development &
Enterprise Services
(705)759-5314
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APPENDIX A

**City of Kingston
Report to Council
Report Number 17-245**

To: Mayor & Members of Council

From: Mark Van Buren, Acting Commissioner, Transportation & Infrastructure Services
Lanie Hurdle, Commissioner, Community Services

Resource Staff: Sheila Kidd, Director, Transportation Services
Sheldon Laidman, Director, Housing & Social Services

Date of Meeting: September 19, 2017

Subject: Universal Kingston Transit Pass Pilot Program - Ontario Works - Pilot Program Review

Executive Summary:

City Council approved a 1-year pilot program, for the period January 1, 2017 through December 31, 2017, to provide universal transit access to all Ontario Works clients deemed eligible by the Housing and Social Services Department. Council further directed staff to evaluate the operational and financial impacts of the pilot program and make recommendations regarding the program to City Council no later than September 2017.

This report provides information about the pilot program and a recommendation to continue the program on an ongoing basis at the conclusion of the pilot program.

Recommendation:

That Council approve the continuation of the Ontario Works Universal Kingston Transit Pass Program, subject to the Ministry of Community and Social Services continuing to provide sufficient discretionary funding to support the program; and

That a minimum of \$200,000 in funding be identified as a transfer from the Housing and Social Services Department to Kingston Transit in the annual operating budget to support the Ontario Works Universal Kingston Transit Pass Program; and

That Council direct staff to report back to Council in the event that a change in discretionary funding from the Ministry of Community and Social Service could result in the discontinuation of the Ontario Works Universal Kingston Transit Pass Program.

September 19, 2017

Page 2 of 5

Authorizing Signatures:

ORIGINAL SIGNED BY COMMISSIONER

**Mark Van Buren, Acting
Commissioner, Transportation &
Infrastructure Services**

ORIGINAL SIGNED BY COMMISSIONER

Lanie Hurdle, Commissioner, Community Services

ORIGINAL SIGNED BY CHIEF ADMINISTRATIVE OFFICER

Gerard Hunt, Chief Administrative Officer

Consultation with the following Members of the Corporate Management Team:

Desirée Kennedy, Chief Financial Officer & City Treasurer



Denis Leger, Commissioner, Corporate & Emergency Services

Not required

September 19, 2017

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Options/Discussion:

As the Service Manager for the City of Kingston and the County of Frontenac, the Housing and Social Services Department administers benefits to Ontario Works (OW) recipients on behalf of the Province. The provision of transportation benefits is included as an OW Discretionary Employment Benefit and, as such, it is the responsibility of the Service Manager to determine funding allocations. Eligible benefits are cost-shared with the Province in accordance with the prescribed provincial cost-sharing formulae. Discretionary employment benefits are part of the provincial upload of OW, which is currently 97.2% uploaded to the Province and will be 100% funded by the Province in 2018.

Staff from Kingston Transit and the Housing and Social Services Department reviewed options to provide more OW clients with access to Kingston Transit that would continue to satisfy OW program and budgetary requirements and ensure Kingston Transit revenues would not be negatively impacted. Staff identified a joint partnership as an opportunity to provide all OW clients with free universal transit access to Kingston Transit service that would result in an overall positive financial variance to the City as well as reduce barriers to employment for OW clients.

City Council approved a 1-year pilot program for the period of January 1, 2017 – December 31, 2017 to provide universal transit access to all Ontario Works clients deemed eligible by the Housing and Social Services Department (Report 16-368). Council further directed staff to evaluate the operational and financial impacts of the pilot program and make recommendations regarding the program to City Council no later than September 2017.

The results of the pilot program have been positive with no operational or financial concerns identified.

During the first 6 months of the program, from January 1, 2017 – June 30, 2017, OW clients have taken 162,680 trips using Kingston Transit. Based on current ridership projections and continued ridership growth by OW clients, it is anticipated that more than 300,000 trips will have taken place by December 31, 2017.

A survey was recently administered to obtain input about the program directly from OW clients. The survey was administered to OW clients during regular meetings with their case manager. OW clients were asked about how often they use Kingston Transit and the purpose of their trips when using Kingston Transit. Of the Ontario Works clients interviewed, 84% identified that they use Kingston Transit more often than they did before having access under the program. The top 3 reasons Ontario Works clients identified for using Kingston Transit were searching for work, personal appointments, and groceries.

In the first year of the program, Kingston Transit received a transfer of \$200,000 from the Housing and Social Services Department to support this program. The universal transit program approach ensures that the City is maximizing the funding envelope available from the Province for employment-related benefits that might otherwise be underutilized. This initiative was included in the annual OW Service Plan and approved by the Ministry of Community and

September 19, 2017**Page 4 of 5**

Socials Services (MCSS) as an eligible expense for OW clients in the City of Kingston and County of Frontenac.

Of the \$200,000 identified to support the program, it was expected that the City would receive \$194,400 from MCSS, \$4,400 by the City and the remaining \$1,200 funded by the County of Frontenac. It was estimated that transit revenue would decrease by approximately \$75,000 as a result of providing free transit access to OW clients that would have otherwise purchased a transit fare. The estimated net increase in revenue to the City was expected to be \$120,600 for the 1-year pilot period. Based on year-to-date financial information, staff anticipates that the net increase in revenue will be at least equal to the \$120,600 that was previously estimated.

Staff is recommending that the program be continued on an ongoing basis at the conclusion of the pilot period, subject to the Ministry of Community and Social Services (MCSS) continuing to provide sufficient discretionary funding to support the program. The availability and applicability of discretionary funding from MCSS to support this program is subject to change over time. MCSS is currently undertaking significant changes to how they will fund and expect Service Managers to implement OW programming. Staff will report back to Council should a change in funding from MCSS result in the possibly of this program being discontinued.

Staff recommends that a minimum of \$200,000 in funding continue to be transferred from the Housing and Social Services Department to Kingston Transit on an annual basis. Staff will review the funding level annually and recommended any changes to the funding level, if required, as part of the annual operating budget process.

Given the success of the OW transit program pilot, staff met with the management at the local Ontario Disability Support Program (ODSP) office and senior management at MCSS in August to discuss opportunities for introducing a Universal Transit Pass Program for ODSP clients and explore ways to increase public transit utilization. ODSP and MCSS management representatives were extremely receptive to exploring opportunities to work more closely together. City staff anticipates meeting with ODSP and MCSS representatives several more times before the end of 2017 to discuss these opportunities further.

Existing Policy/By-Law:

City Council approved a 1-year pilot program for the period of January 1, 2017 – December 31, 2017 to provide universal transit access to all Ontario Works clients deemed eligible by the Housing and Social Services Department (Report 16-368). The pilot program ends on December 31, 2017.

September 19, 2017

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Notice Provisions:

Not applicable.

Accessibility Considerations:

Ontario Works clients receive a Kingston Transit pass on site at the Housing and Social Services office at 362 Montreal Street the first time they meet with their case manager. Ontario Works clients are not required to travel to another location to obtain their transit pass.

Copies of this report are available in alternate formats.

Financial Considerations:

In the pilot year for the program, \$200,000 was identified as a transfer from the Housing and Social Services Department to Kingston Transit. Of the \$200,000 identified to support the program, it was expected that the City would receive \$194,400 from MCSS with the remainder funded by the City (\$4,400) and the County of Frontenac (\$1,200). It was estimated that transit revenue would decrease by approximately \$75,000 as a result of providing free transit access to OW clients that would have otherwise purchased a transit fare. The estimated net increase in revenue to the City was expected to be \$120,600 at the end of 2017. Based on year-to-date financial information, staff anticipates that the net increase in revenue will be at least equal to the \$120,600 that was estimated.

A minimum of \$200,000 will continue to be transferred from the Housing and Social Services Department to Kingston Transit on an annual basis. Staff will review the funding level annually and recommend any changes to the funding level, if required, as part of the annual operating budget process.

Contacts:

Jeremy DaCosta, General Manager - Kingston Transit, 613-546-4291, Ext. 1310

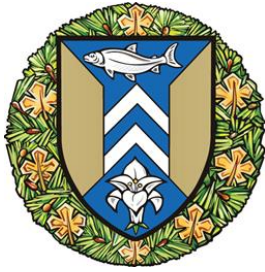
Laura Rabbie, Manager, Program Delivery, 613-546-4291, Ext. 4857

Other City of Kingston Staff Consulted:

Lana Foulds, Manager, Financial Planning

Exhibits Attached:

Not applicable.



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Corporate IT and Digital Strategy

PURPOSE

To provide Council the final IT and Digital Strategy report of Blackline Consulting and refer the information to the 2019 and future year budget deliberations for Council's consideration.

BACKGROUND

It has long been acknowledged that the City's Corporate IT Services were impacted by limited availability of financial and other resources causing it to be falling behind in this current age of rapid technological change. A comprehensive review of service delivery was deemed necessary to assess IT needs as well as chart a path forward to address the concerns over an aging IT infrastructure and to satisfy a need for a contemporary service model that meets ever more demanding corporate IT Services needs.

At its meeting of April 9, 2018, Council approved contracting with third party consultant Blackline Consulting to undertake the necessary review of and recommendations for the City of Sault Ste. Marie's IT Service Delivery Model. After extensive consultation with key stakeholders, facilitation of IT workshops and review of best practices, Blackline Consulting has completed its report which is provided here as Appendix A for Council's information.

ANALYSIS

As described in the Blackline Consulting report, while the current IT Department has proved very strong in coping with Corporate IT service demands despite limited resources, as well as access to new technologies and infrastructure, there needs to be significant investment made to raise the Corporate IT service delivery model to more contemporary levels. This provides for improved service quality as well as positions corporate IT Services to adapt to rapidly changing technology demands. Blackline Consulting considered a number of internal and external factors to assist in developing an IT and Digital Strategy to evolve the

role of IT and transition IT Services to organize and operate in a more agile and flexible manner. Consideration was given but not limited to the City's 2016-2020 Corporate Strategic Plan, FutureSSM pillars and Official Plan as well as feedback provided in various workshops and best practises forums. The City of Sault Ste. Marie's Smart City aspirations were also reviewed and incorporated into the recommendations as part of the exercise.

In summary, Blackline Consulting identified nine initiatives as fundamental to modernizing the City's IT and technology frame that would be building blocks for a smart city. A multiyear implementation plan was formed using these nine initiatives based on priorities, resources and dependencies. The plan included governance and financial resource elements to help guide the City's next steps using the observations and recommendations made by Blackline Consulting. These are provided in the report and its appendices as found in the Blackline Consulting materials attached as Appendix A.

The recommendations to deliver the strategy are estimated to cost approximately \$4.7 million in capital expenditures and annual operating costs of \$550,000 over the next five years. The proposed plan requires a revamping of the IT Services Department within its present structure as well as its alignment to the Corporation. On the former, a potential increase of 6 FTE's (net) is recommended while existing roles are to be changed to be more in line with today's standards. This is able to be accomplished through training, hiring of new resources and third party providers.

On the latter, Blackline Consulting identifies the need for a Chief Technology Officer to provide strategic oversight and vision to the department. Blackline Consulting also recommends that the IT Department be elevated in the organization to enhance its key corporate role in name as well as practise. Staff has given consideration to both these scenarios and will bring forward recommendations for Council's consideration during the 2019 Budget deliberations.

The total capital and operating expenditure impacts of this implementation strategy will be brought forward for council's consideration in the 2019 and future year budget deliberations. Staff at the current IT department have been consulted with throughout this process and will be part of the solutions brought forward.

FINANCIAL IMPLICATIONS

The IT and Digital Strategy was approved by Council at its meeting of April 9, 2018 at a budgeted cost of \$90,000 provided for in the Unforeseen account. The expenditures described in the consultant's report and recommended by staff will be included in the 2019 and future year budgets for Council's consideration and deliberation.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the 2016-2020 Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved the report dated 2019 01 28 concerning the Corporate IT and Digital Strategy be received and that the recommendations found in Blackline Consulting's report be referred to the 2019 and future year budget deliberations for Council's consideration.

Respectfully submitted,



Al Horsman
Chief Administrative Office
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BLACKLINE
CONSULTING

A Higher Standard

IT and Digital Strategy

January 2019

The City of Sault Ste. Marie

Version: FINAL

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EXECUTIVE SUMMARY

Introduction and Context

Purpose

This document articulates the IT strategic roadmap plan of The Corporation of the City of Sault Ste. Marie (the City). It is the City’s first multi-year IT strategic roadmap. As such, it outlines a vision for technology, strategic initiatives and the role of IT within the organization.

Background

The City recognizes the importance of innovating and providing enhanced digital services to its residents. As such, it has initiated a project to assess its current IT service model. Blackline Consulting (Blackline) has been contracted to perform an assessment of IT and technology, and provide recommendations for the City to undertake. This is the second deliverable. The recommendations in this report are based on the first deliverable, an IT assessment report, dated July 2018 – “The Current State of IT and Technology”.

Approach

Development of the IT service model was highly collaborative, engaging the City staff at all levels and from all departments. This approach was purposely business centric to ensure any recommendations align with the vision and goals of the City, as well as address any gaps. The phased approach was as follows:



It should be noted that this document is Blackline's opinion based on the approach and information provided by the City.

Organizational Imperatives



In developing a set of recommendations for IT and technology, consideration was given to the broader context and the organizational imperatives. These include external factors, the City's vision and addressing current needs; summarized below:

- ▶ At the time of writing this report there were several external factors impacting the City: recent US tariffs on steel, uncertainty about the future of NAFTA, employment concentration in one industry, social issues such as a declining workforce participation rate (current rate at 54%), a lower level of education relative to Ontario's average and a high youth unemployment rate.
- ▶ The City has a bold and exciting vision – *"To be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario"*. In addition, the City's corporate strategic plan and the Future SSM report outline a plan for growing to 100,000 residents by 2037 by investing in people, celebrating the City's natural assets and creating opportunities for prosperity.
- ▶ Finally, addressing current needs of the organization by modernizing technology, meeting the demand for data and enabling the mobility of staff. With 30% of the workforce eligible for retirement in the next five years, these changes are much prevent any loss of institutional knowledge. Fully achieving the potential benefits of these changes requires an organization that is well educated on the possibilities of technology.

This strategy must build a foundation for future digital services, evolve the role of IT, and transition to organize and operate in a more agile and flexible manner.

Addressing Current Needs

Over the last five years, the City's IT department has implemented stable and reliable infrastructure, and innovative solutions.

IT has a reputation for superior customer service in resolving day-to-day issues in a short period of time in an effective and efficient manner. That said, demand for IT and technology is increasing. As this continues there are several challenges that have arisen. These challenges will be addressed as part of the roadmap. They are as follows:

Challenge	Description
Investment needed in IT and Technology	▶ IT's total spend is ~1% of the City's annual spend. In comparison to benchmarks and peers, the City is underspending in IT by 2-3% of the City's operating expenditures. Over the past eight years IT spend has been fairly flat (grown by 1.8% over that period). This is a major reason why there are deficiencies in IT and a backlog of projects.
The City's network requires enhancement	▶ Network connectivity is the basis for digital services; connecting staff and the City. It will become increasingly important. The network connection speed between sites across the City is in some cases below market norms. Most cities and several towns operate on 100Mbps throughout their sites whereas the City is mostly 10Mbps.
There is a backlog of initiatives that require IT's involvement	▶ There are over 30 initiatives that currently require IT's involvement, which is more than double the number of IT staff. To address this backlog, the City may have to rely more heavily on 3rd parties or contractors to complete these projects. ▶ In addition, the City will may need to revise it's approach to prioritizing projects and workload for IT.
Staff require technology that can allow them to be more mobile	▶ Staff are working in different ways and require more mobility. To enable them, a seamless experience for remote working should be implemented. This includes the devices (desktop, laptop, tablet), access to systems and information with performance similar to being in the office.
IT management processes and governance are ad-hoc	▶ As the City grows and the importance of technology and IT increases the City's IT department will need to ensure services are delivered consistently. There are several core processes the IT department should aim to implement. These, along with enhancing the governance, will help ensure a stable environment and manage demand more effectively.

Digital Themes

During our review there were five digital themes that emerged.

Shown below, they provide the City with a means to align IT initiatives and support the City's vision of becoming the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario.

				
Connect the Community	Collaborative Platforms	Digital Service Delivery	Automation and Mobility	Data and Data Analytics
The application of digital technologies can only be achieved when people have access to good connectivity. Ultimately, all staff and residents should have the ability to access a connection, no matter their location in the City, thus allowing people to choose the digital service option.	Beyond connecting is collaborating. Active pursuit of technology collaboration between departments, as well as externally with other organizations, is a likely way that the City will be able to take advantage of the benefits of digital.	Digital by Default challenges you to offer all services digitally and that it is the preferred choice as it is easier, simpler and more convenient for residents and businesses.	The internal view of digital services includes: Automation: technology driven process transformation to automate repeatable activities that do not require judgement. Mobility: enabling work to happen at the right location.	With the move to digital comes an exponential increase in data. While capturing and managing is important, it is even more critical that it can be useful. That's different to being used. Analyzing data must offer insights that inform better decision making. The tools are a starting point, but the skills and knowledge of staff is essential.

The Role of IT

There is appetite from City departments to adopt new and innovative technology solutions. Technology is seen as a key enabler in achieving the City's vision.

However, as with many municipalities in Ontario, the City needs to balance the adoption of new technology and budgetary constraints. To help manage this constraint, the role of IT needs to evolve; as does IT governance, i.e. IT interactions with other departments and other 3rd parties. Specifically, IT will become an innovator, a service broker and a service orchestrator. The following are core aspects of IT's new role:

- ▶ Lead the decision-making process and collaborate with departments when investing in new technology
- ▶ Consult and inform the City's leadership on new and innovative technologies
- ▶ Be responsible, but not accountable for helping departments optimize processes with technology
- ▶ Be responsible to schedule and coordinate updates/upgrades/replacements to existing technology. IT will collaborate with all parties of interest (e.g. departments, third parties)
- ▶ Be the data steward for the organization, including ownership of the data architecture. Data management will be a shared responsibility across the organization, detailed in the Governance section
- ▶ Continue to be accountable and responsible for core IT services (network, infrastructure, and compute & storage) and its security

As the needs of the City's residents and staff continue to evolve, so should the role of IT. Given that, the City must clarify the role of IT using the above to build a common understanding of their role.

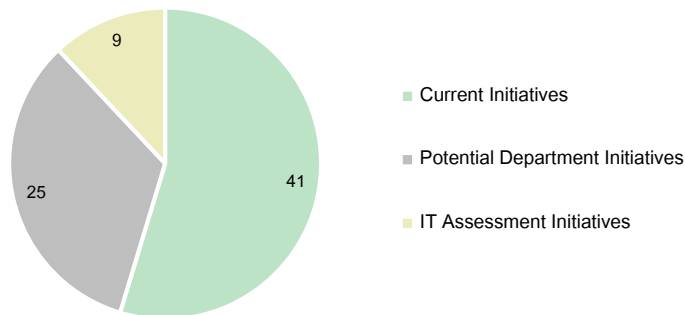
IT's Vision Statement

Your forward-thinking partner focusing on high quality solutions aligned with the City's corporate vision.

Summary of Initiatives

There is a total of 75 identified initiatives that require IT and technology.

The majority of these initiatives are from departments with desire to further use technology:



- ▶ Current Initiatives are projects underway by the IT department, such as the Avanti Payroll transition project
- ▶ Potential Department Initiatives are projects that were identified as department needs during our assessment
- ▶ IT Assessment Initiatives are recommendations from Blackline

The IT Assessment Initiatives are projects that are fundamental to becoming a smarter city.

They not only upgrade the City’s technology, but also provide the building blocks for supporting future city initiatives.

The majority of current initiatives are tactical in nature.

Therefore, Potential Department Initiatives and IT Assessment Initiatives (a total of 32 initiatives) have been mapped to the 5 digital pillars:



The percentages represent the categorical share of initiatives of the total.

As evident, roughly one-third of initiatives align to the Automation & Mobility pillar.

This suggests that the appetite for greater efficiency and more flexibility achieved through mobility is prevalent.

The following section (Initiatives) describes in detail each of the IT Assessment Initiatives. The remainder of initiatives are in the appendix, including the smart city initiatives identified by the Senior Management Team as future opportunities.

Roadmap of Initiatives

Nine initiatives are fundamental to modernizing the City's IT and technology, they are building blocks for a smart city.

They not only upgrade the City's current state but also enable further technology and IT advancements. For example, 'Enhance the City's network resilience and capability' includes upgrading some key network equipment that will improve the connectivity across the City. Not only does that benefit staff internally, but it will also enable greater mobility.

We have created a preliminary implementation plan*.

It considers priority, resources and dependencies e.g. Data Governance is to some extent contingent on formalizing processes and IT management.

	Year 2019	Year 2020	Year 2021	Year 2022
1. Enhance the City's network resilience and capability				
2. Modernize the City's IT and technology assets				
3. Enable a mobile workforce				
4. Establish processes for change and project management to support the City				
5. Create disaster recovery capabilities				
6. Define the City's target architecture				
7. Implement a city-wide data warehouse and analytic solution				
8. Restructure the approach to IT management				
9. Establish guidelines for data management and governance				

*A separate timeline exists for addressing the IT organization.

Roadmap of Organizational Change

IT's total work volume is beyond what they can deliver today.

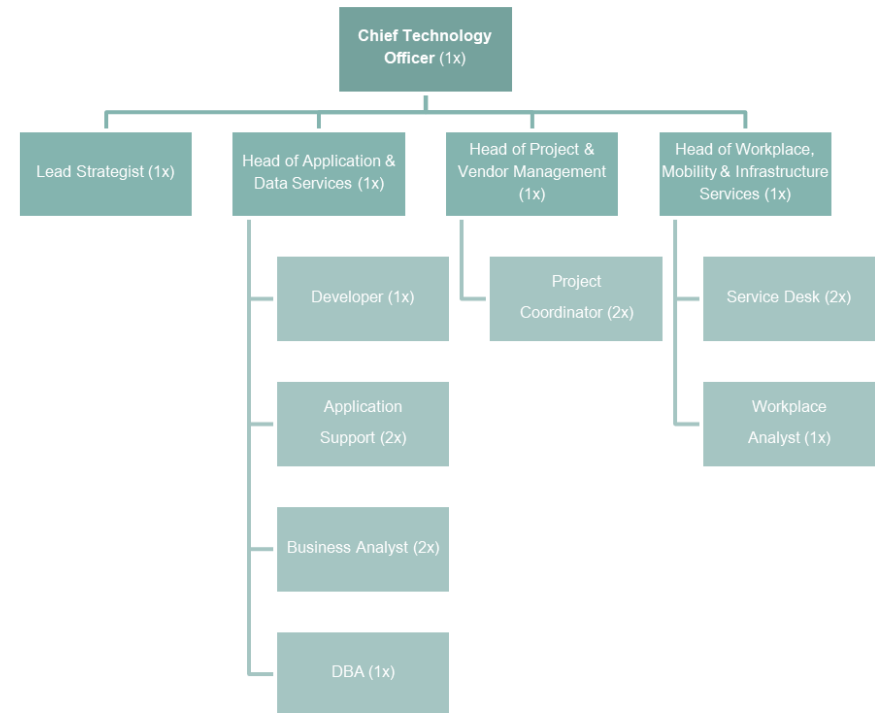
Improving processes for project and change management is not enough to meet the needs of the City over the next five years. In fact, the City will need to make decisions on scaling IT, as well as addressing operational risks from pending eligible retirements. From an organizational perspective, we recommend several changes to its structure and workforce as per the below:

- ▶ Rebranding the titles of IT staff
- ▶ Creating a second layer for the organization to scale
- ▶ Adding more project resources

	Year 2019	Year 2020	Year 2021	Year 2022
Chief Technology Officer (CTO)	1	-	-	-
Lead Strategist*	-	1	-	-
Head of VPMO (Project and Vendor Management Office)	1	-	-	-
Project Coordinator	1	1	-	-
Business Analyst	-	-	1	-
Total Increase	3	2	1	-
IT Department Headcount*	13	15	16	16

** Does not include any consideration for eligible retirements that may occur, however timing should be a consideration for replacement*

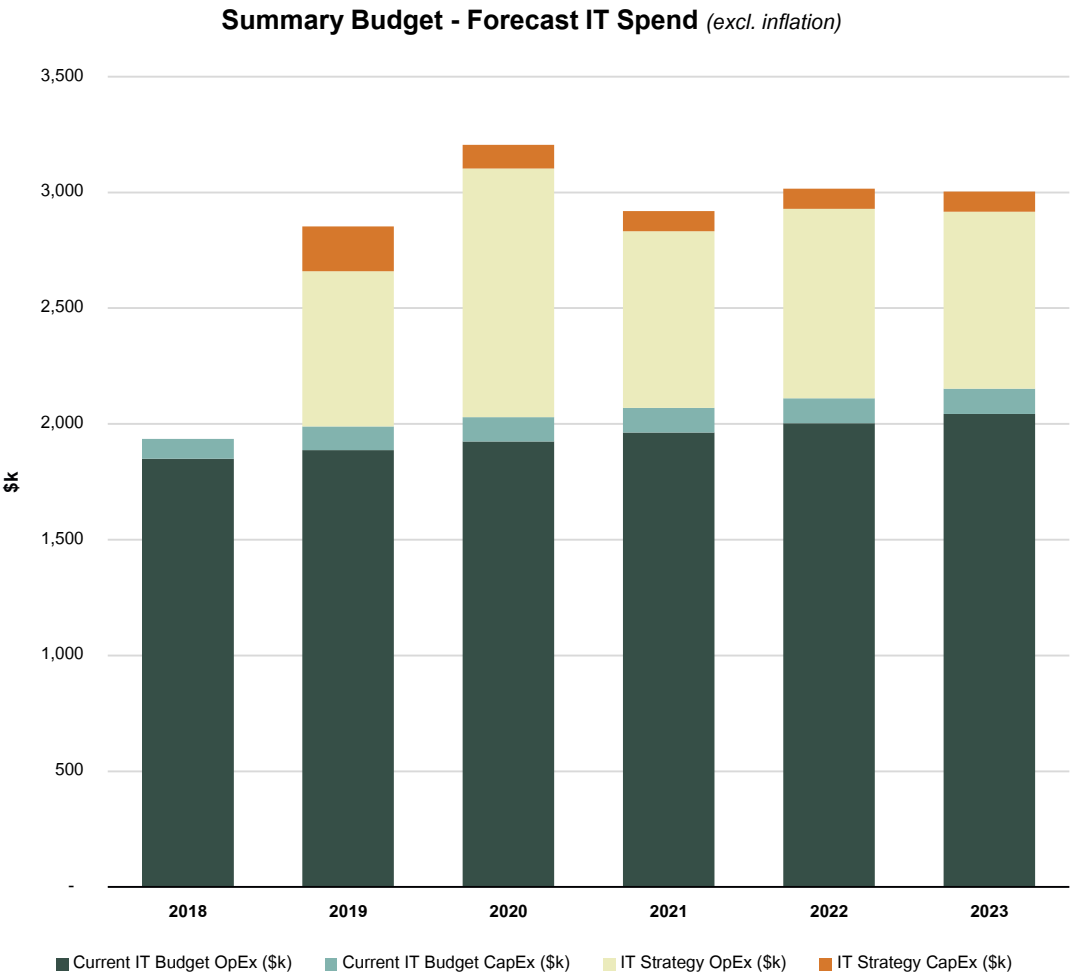
Proposed IT Organizational Department (2022)



Budgetary Considerations

Over and above the current level of IT expenditures, we estimate it will cost the City \$4.7 million over the next five years to deliver this strategy.

These figures are indicative, based on estimates and key assumptions (see appendix 5). It is our recommendation that following the acceptance of this report, the City's IT leadership further validate the timeframes and develop detailed capital plans to implement any they deem appropriate.



Barriers To Change – Mitigations to Increase the Success of This Plan

Realizing the need for change and accomplishing it are two different things.

It is not uncommon to have broad agreement on the need for change, however, not all organizations have the fortitude to achieve it. Below are some barriers the City should be aware of in advance of accepting the recommendations in this report.

Barrier	Description
 Budgetary Constraints	The City has been underspending in IT and on technology for at least the past five years. To achieve the City's bold corporate vision, this cannot be the case. Investment requirements in technology as well as resourcing are fundamental to achieving the strategy.
 Capability Gaps	The IT staff need to evolve their skillsets. This training will require further investment. This strategy will need capabilities in project management, vendor management, architecture and other specialized capabilities that are dependent on the types of technology the City adopts.
 Senior Leadership Fortitude	This is a multi-year plan and needs approval and support from Council, the Mayor, the CAO and the Deputy CAOs. This will also need the fortitude of the IT leadership to ensure they are able and excited to own this transformation.
 Focusing On Technology Rather Than Transformation	System implementations are often seen as a failure due to adoption. Inadequate staff involvement can lead to low adoption, inertia and ultimately little real change. Knowing this, the City should consider a broader transformation of the organizations culture that will also affect these changes in IT. In addition, given the City's workforce will likely be changing due in large part to retirements, an opportunity exists to transform its workforce.

INITIATIVES

Enhance the City's network resilience and capability

Context

- ▶ Network connectivity is fundamental to becoming a smart city. It requires a strong network backbone in terms of the technology infrastructure, as well as the network speed / bandwidth.
- ▶ Network connection speeds across the City are below market norms, which are typically 100Mbps. In comparison, the City's common speed is 10Mbps.
- ▶ There are single points of failure in the City's network. If the civic centre loses connectivity due to converter failure or any other reason, then the remainder of the municipal facilities will experience a network failure too.

Project Description

- ▶ Re-routing the secondary ISP connection to the Public Works (Sackville) facility will provide back-up internet connection, which will minimize operational risk and disruption.
- ▶ Update the network bandwidths across the City offices to ensure performance levels as the City makes more use of technology.
- ▶ Update network equipment that is reaching end of life, such as routers, firewalls, Wi-Fi access points and switches.
- ▶ Conduct regular security audits (every 3 to 5 years) for the City's network infrastructure and resiliency to identify any potential vulnerabilities that may impact systems and data.
- ▶ Create a business case to assess the implementation of Wi-Fi across City Hall to provide staff seamless and cordless internet connectivity for all end-user devices.
- ▶ Create a business case to extend the City's network connectivity using mesh technology (e.g. city street lamps).

Benefits

- ▶ Resilient network
- ▶ Backbone for supporting smart city initiatives
- ▶ Up to date network equipment

Measures of Success

- ▶ 100Mbps or greater network speeds
- ▶ Alternative ISP connection
- ▶ Wi-Fi across City facilities
- ▶ Completion of a independent security assessment
- ▶ Completion of business cases

Dependencies

- ▶ N.A

Cost



Hardware, Software and Services

Modernize the City's IT and technology assets

Context

- ▶ A portion of the City's technology assets (servers, storage and network devices) require replacement. Similar to other assets, as they get older, the risk of failure increases, which poses an operational risk. It can also become a barrier for using advanced software or new technologies.
- ▶ Many organizations are embracing the use of cloud services. Adoption in Canada has grown rapidly since all of the major cloud providers now have a "Canadian Cloud" service, meaning the data will reside in Canada at all times. In many cases, software companies are moving in this direction indicating that clients may not have an option other than cloud in the future. The City needs to prepare for use of cloud as it becomes widespread.

Project Description

- ▶ Create a refresh policy for IT assets, that should be based on common practices:

Desktop, Laptops, Tablets	3-5 years
Servers and Storage Equipment	5 years
Network devices	5-7 years

- ▶ Create a policy for the use of cloud. The policy should outline the use of cloud services and develop a roadmap for adopting the policy and migration from physical IT assets to cloud.
- ▶ Replace aging technology assets in accordance with the new refresh policy.

Benefits

- ▶ Clear strategy for servers (on-prem vs. cloud)
- ▶ Complete, objective analysis of server strategy
- ▶ If cloud, then lower maintenance cost and higher security
- ▶ Right IT and technology equipment for City staff

Measures of Success

- ▶ Complete business case study
- ▶ Asset provision based on roles

Dependencies

- ▶ N.A.

Cost



Hardware, Software and Services

Enable a mobile workforce

Context

- ▶ A portion of City staff are mobile today, and in the future there may be a stronger desire to allow staff to work from home or remotely. To date, these have been exceptions for corporate functions and in those cases users have both a desktop and laptop, which is costly.
- ▶ Workplace mobility and the ability to have access to data, systems and communicate with coworkers regardless of location can also be beneficial for business continuity purposes.

Project Description

- ▶ Undertake an analysis of City staff mobility needs to determine the most suitable use of technology. This should include segmentation analysis of the City staff, typical segments include: office based, power Users, travellers, executives and 3rd parties. For each segment determine the degree of mobility, collaboration, autonomy and process automation required - this will help determine what technology profiles these users require.
- ▶ Once complete, build technology profiles accordingly taking into account the systems, data and devices that they need. For example, some executives may only require a tablet device as they review and approve rather than create or perform deep analytics.
- ▶ IT should perform an analysis of the current IT estate to support the different technology profiles and understand any gaps that exist today and how best to address them. Opportunities may exist to leverage 3rd parties such as “workspace aggregators”, which help organizations to deliver a consistent, secure experience regardless of the hardware device or operating system.
- ▶ Rollout should consider benefits or IT asset replacement.

Benefits

- ▶ More efficient workforce
- ▶ Seamless work experience
- ▶ Enhances the City’s business continuity
- ▶ Supports greater community collaboration

Measures of Success

- ▶ Completion of user segmentation analysis
- ▶ Reduction in travel time for mobile staff
- ▶ Collaboration within the City

Dependencies

- ▶ Modernize the City's IT and technology assets
- ▶ Enhance the City's network resilience and capability

Cost



Hardware, Software and Services

Establish processes for change and project management to support the City

Context

- ▶ Poor project and change management practices can lead to project delays, budget overruns and misuse of resources. As the City adopts new technology managing projects and change will become increasingly important.
- ▶ Today, the City does not have a Project Management Office (PMO) or department to define project standards or provide project managers that have formal training. As such, the City would benefit from enhancing its project and change management capabilities, specifically given the increasing demand on the IT department and the complexity of new technology.

Project Description

- ▶ The City should formalize processes for project management and prioritization of projects. The basis for these processes should be on common practices such as the Project Management Body of Knowledge (PMBOK). The City should also tailor the processes to 'right-size' project management, e.g. the City should not use all aspects of the PMBOK. Once established, the City should ensure internal adoption as well as by 3rd parties that are providing project management services.
- ▶ The City should also adopt a method to prioritize and assess new projects. See Appendix 3 for sample material.

Benefits

- ▶ Assess projects by evaluating costs and benefits objectively
- ▶ Formalizing processes and procedures will set minimum standards, ensure compliance and set accountability
- ▶ No knowledge gap or loss of knowledge

Measures of Success

- ▶ Standard project management template
- ▶ Enhanced project reporting
- ▶ Improved project delivery

Dependencies

- ▶ Restructure the approach to IT management

Cost

Se

Services

Create Disaster Recovery capabilities

Context

- ▶ The City's backup site is the Public Works facility at Sackville. The site itself is appropriate to sufficiently sustain operations of the City in the event of a disaster or disruption.
- ▶ However in the event of a disaster, IT is setup to recover only certain systems and testing has been limited to confirm the recovery would be successful.
- ▶ To enhance the City's disaster recovery capabilities a Disaster Recovery Plan (DRP) and Business Continuity Plan (BCP) should be developed.

Project Description

- ▶ The City should develop a business impact assessment and establish a BCP. The impact assessment should cover all departments and sites of the City. Each department should be defined and documented based on a business impact analysis, the essential levels of service and the maximum tolerable periods of outage for critical business processes and their associated systems.
- ▶ The City should then establish Recovery Time Objectives (RTO) and assigns a processing priority to systems that support business processes for the purpose of determining service continuity and backup requirements.
- ▶ Once the BCP is developed, IT should develop a comprehensive DRP that matches the City's continuity needs.
- ▶ The City should also consider the use of cloud DR services rather than a physical location. IT should then conduct DRP tests on a set frequency, document the outcome and resolve any outstanding issues. Similarly, the City should consider testing the BCP to help ensure staff are aware of what to do in the event the BCP is enacted.

Benefits

- ▶ Recovery of City services within expected timeframes
- ▶ City staff are aware and able to maintain services and safety during a disaster or emergency event

Measures of Success

- ▶ Established RTOs are achieved
- ▶ Testing of BCP / DRP are successful

Dependencies

- ▶ Modernize the City's IT and technology assets
- ▶ Enhance the City's network resilience and capability

Cost



Hardware, Software and Services

Define the City's target architecture

Context

- ▶ The City does not have a defined target architecture for infrastructure, applications and data. Having a target architecture provides a blueprint for the future; the technology the City will use, how it links to each other (e.g. data / system integration), the functionality it provides and when it will be replaced. It also helps to determine key design principles such as “buy versus build”.

Project Description

- ▶ The City should decide on the future of systems and applications by creating an applications target architecture. It should outline where integration exists today and future potential integration. It should also illustrate application replacements, e.g. legacy systems that are being replaced. System integration will become increasingly important as the City advances with its smart city initiatives and utilizes more data and information.
- ▶ The architecture currently does not have a lot of integration. Given that the City currently has 80 applications, the most viable option is to pursue integrating the current systems through an integration platform. The integration will ensure that systems are connected, information is exchanged efficiently, and performance is optimal.
- ▶ Additionally, procuring systems and applications should be assessed based on a buy vs. build framework. Ultimately, the framework will be informed by factors – such as risk, cost, staff effort, use, integration and used to assess every new system.
- ▶ Departmental procurement of technology should be carried out in collaboration with IT, where IT can act as the broker if necessary. This ensures that systems are compatible and fit into the ecosystem, it also minimizes risk and ensures consistency.

Benefits

- ▶ System integrations allow for more data and information to be used
- ▶ Information and data reliability and accuracy
- ▶ Objective assessment of buying or building solutions

Measures of Success

- ▶ Completion of target architecture
- ▶ Principles for buy vs. build
- ▶ Consistent technology and IT procurement

Dependencies

- ▶ N.A.

Cost

Se

Services

Implement a city-wide data warehouse and analytic solution

Context

- ▶ The City collects a large amount of data from various sources. There is increasing desire from staff to use more data for internal purposes as well as externally to support the Open Data Directive.
- ▶ While data warehouse and analytics are strongly desired across the organization, there are some fundamental challenges to address:
 - The City operates with many paper-based processes
 - Data is spread across various systems that use different technologies
 - There is little integration between systems
 - The City does not have robust data / analytic capabilities

Project Description

- ▶ Develop a conceptual data model and logical data architecture of the City and illustrate how data links together. This can be done in parallel with defining the City's target architecture.
- ▶ Develop a business case to assess options for integration, data sharing and creating a data warehouse.
- ▶ Identify functional requirements each department has for analysing data and specify the technical requirements for the data warehouse and analytic platform.
- ▶ Develop an RFP to assess different data warehouse and analytic products. Given the City's current level of expertise, IT will also need to consider how it will manage and help the City provide data analytic services (see the organizational impact section for further details).

Benefits

- ▶ A robust data warehouse
- ▶ Accurate data; single source of truth
- ▶ Ability to collect greater data in the future and expand the data warehouse
- ▶ Greater reporting regarding assets within homes

Measures of Success

- ▶ Robust data warehouse
- ▶ No system performance issues

Dependencies

- ▶ Define the City's target architecture
- ▶ Establish guidelines for data management and governance

Cost



Hardware, Software and Services

Restructure the approach to IT management

Context

- ▶ The City's IT governance is informal and ad-hoc with the exception of regular meetings with the City's Treasury (direct report) on a bi-weekly basis to discuss status of projects.
- ▶ There are no planned and recurring partnership meetings with City departments to gather their technology needs. There is also no IT team meetings to understand work in progress, issues, opportunities and project progress.
- ▶ In addition, while IT has a reputation for superior customer service in resolving day-to-day issues there are few defined IT management processes and a high reliance on key IT staff and their knowledge.

Project Description

- ▶ Formalize IT governance by establishing at a minimum recurring meetings with:
 - **Senior leadership team meetings:** IT informs on current and upcoming projects, specifically informing on factors such as status, risks, budget, benefits, timelines, etc.
 - **Partnership meetings:** on a set frequency (e.g. at least bi-annually), IT meets with the various departments to assess their technological needs and identifies ways to streamline their operations by introducing technology solutions that meets their needs.
 - **IT team meetings:** establishing recurring IT team meetings to discuss ongoing and upcoming projects, as well as addressing any updates or milestones.
- ▶ Document key IT management processes; demand management, change, incident and IT asset management.

Benefits

- ▶ Consistent knowledge of IT projects
- ▶ Addressing department technological needs

Measures of Success

- ▶ Structured IT governance
- ▶ Interaction with IT

Dependencies

- ▶ N.A.

Cost

- ▶ N.A. – Use internal resources

Establish guidelines for data management and governance

Context

- ▶ The City's use of data and information will continue to increase. Management of data today is informal and varies across the City.
- ▶ In providing municipal services, the City gathers and stores vast amounts of data in various systems and databases. As the City moves forward with sharing more data as part of the Open Data Directive, it will need to determine:
 - What data can and should be shared
 - The data is accurate and complete
 - Ownership of data
- ▶ Currently, the City shares very little with the public and it is also difficult to share information with other departments or external agencies.

Project Description

- ▶ The City should define the data governance responsibilities. This should include at a minimum: acquisition and authoring, managing data suppliers, metadata services, master data management, data distribution and administration and maintenance.
- ▶ The governance should use a simple RACI approach. IT should work with the other departments to ratify the governance model and rollout a training / awareness program to ensure all staff and departments understand their responsibilities. (See Governance section for greater details)
- ▶ As part of the City's Open Data Directive resolution, the City should also set a roadmap of information it seeks to share with the public, identify how that information will be best shared and audit the data to ensure it is complete, accurate and does not compromise privacy concerns.

Benefits

- ▶ Clear roles and responsibilities of IT and other City departments regarding data management
- ▶ Higher quality of data allows for better business decisions
- ▶ "True" data - confidence in data and reports

Measures of Success

- ▶ Data quality metrics are in place
- ▶ Successful implementation of Open Data Directive

Dependencies

- ▶ Implement a city-wide data warehouse and analytic solution

Cost

Se

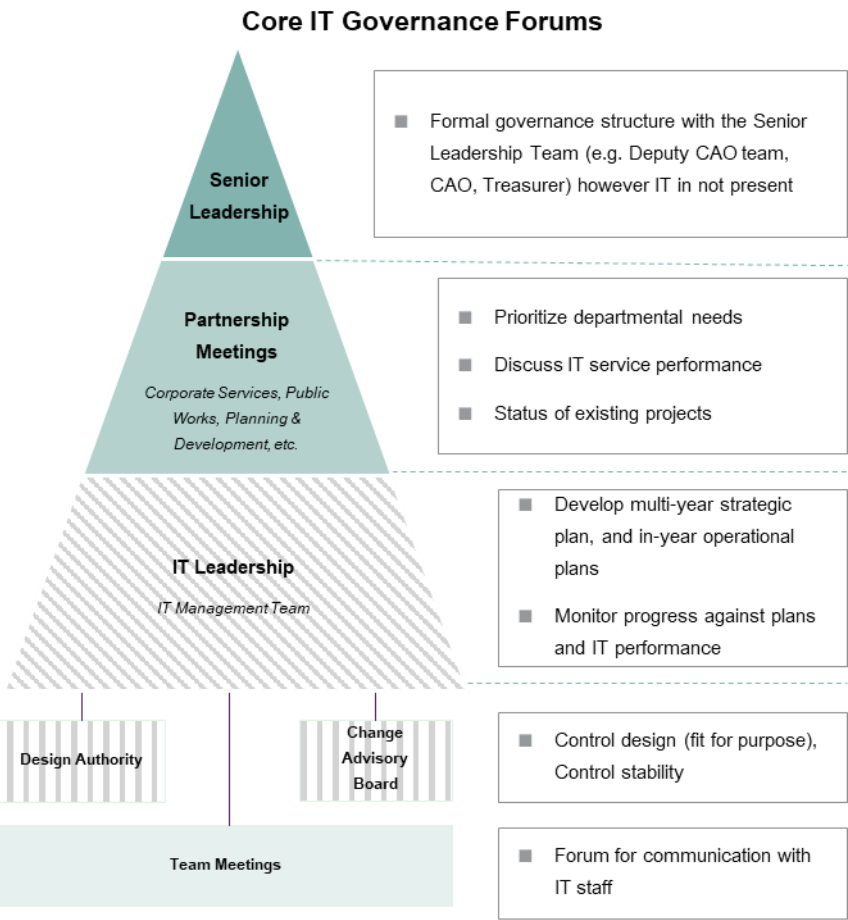
Services



GOVERNANCE

Governance

At a minimum, the City’s IT department should address key aspects of core IT governance and more specifically data governance. Below is an overview of it, followed by several pages with greater details.



IT Governance

The following is area a set of basic governance meetings that should occur to help ensure IT and the organization work collectively.

	Purpose	Agenda	Attendees	Outcomes	Frequency
IT Steering Committee	<i>See the following page for details.</i>				
Relationship Meetings	▶ Understand the business priorities and requirements ▶ Address any service issues	▶ Current service delivery ▶ Status of existing projects / initiatives ▶ Forecast new ideas / opportunities	▶ IT Leader ▶ Representative from each department (1 on 1)	▶ Updated list of priorities ▶ Feedback regarding service performance / improvements ▶ Action items and risks	Monthly
Change Advisory Board	▶ Check readiness of change ▶ Prioritize change into release schedule	▶ Review changes for approval and future release schedule	▶ IT Leader* ▶ Representative from City departments ▶ Communications	▶ Approved list of changes ▶ Updated forward release schedule ▶ Action items to approve declined changes ▶ Updates to reference architecture	Monthly
IT Team Meetings	▶ Provide a forum for IT staff to discuss issues, challenges and address questions	▶ Previous period performance ▶ Upcoming period – concerns / issues ▶ Progress of projects / WIP ▶ Corporate activity / news	▶ All of IT	▶ Updated IT balance scorecard	Bi-weekly

IT Governance

Chair:	IT Leadership		Frequency: Quarterly
Objective	▶ Make key decisions on IT and technology investments, challenge business cases and review project performance		
Participants (Roles) <i>*Non-Quorum members</i>	▶ Manager of IT ▶ CAO ▶ CFO / Treasurer ▶ Deputy CAO – PW ▶ Deputy CAO – City Clerk ▶ Deputy CAO – CDES	▶ Fire Chief* ▶ City Solicitor* ▶ Department Directors (SMT)*	
Details	Agenda	Inputs	Outputs/Outcomes
	▶ Summary of portfolio status (overall budget, schedule and risks) ▶ Review project roadmap ▶ Discuss any key issues / risks ▶ Review project prioritization ▶ Raise any new ideas / projects ▶ Raise decisions to committee (as required) ▶ Raise any agenda items to be added to next session	▶ Digital and IT strategy ▶ List of ideas ▶ Prioritized projects list ▶ Proposed budget for projects ▶ Risks/Issues/Escalations ▶ Project performance summary ▶ Project benefits summary	▶ Approved strategy ▶ Approved list of ideas list ▶ Approved projects list ▶ Approved budget for projects ▶ Projects performance reviewed
Preparation by	▶ IT Leadership (or delegate thereof)		

Data Management

Data management is an overarching term that refers to all aspects of creating, housing, delivering, maintaining and retiring data with the ultimate goal of managing data as a corporate asset.

There are eight aspects to data management (see illustration on next page for greater detail):

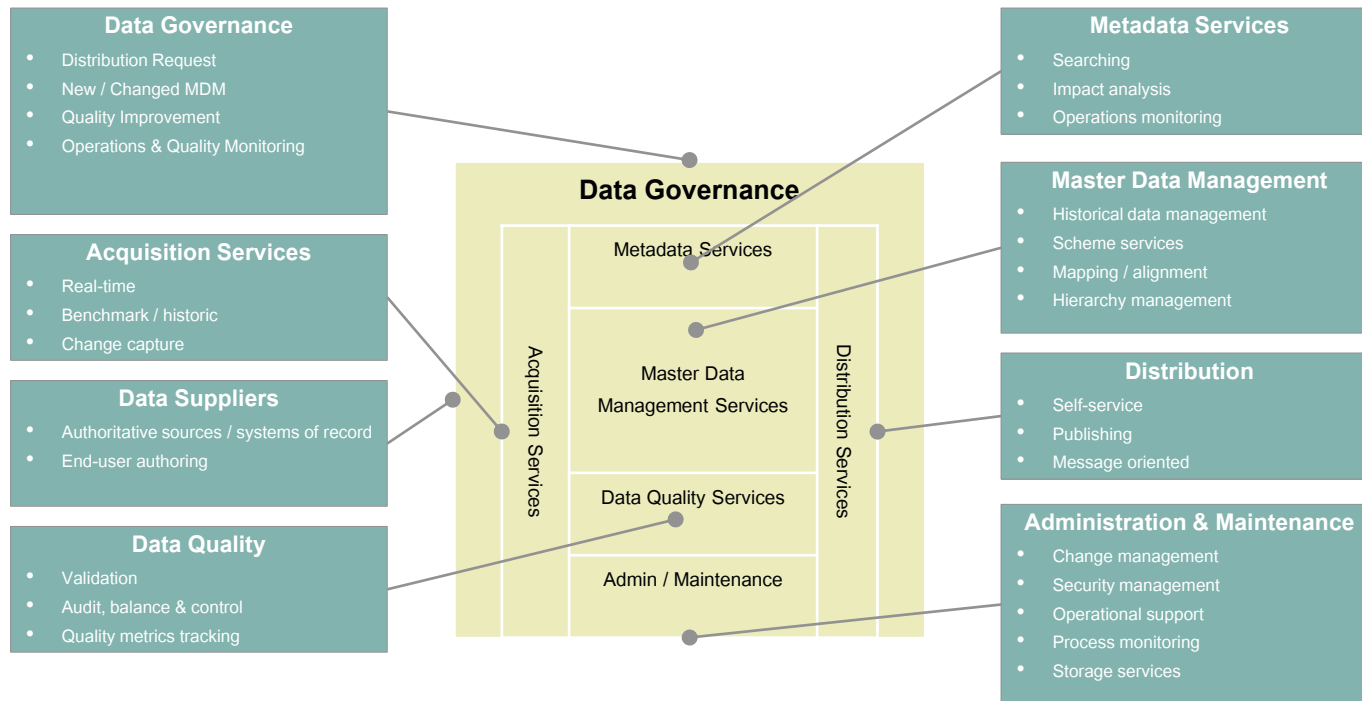
- ▶ Data Governance
- ▶ Acquisition Services
- ▶ Data Suppliers
- ▶ Data Quality
- ▶ Metadata Services
- ▶ Master Data Management
- ▶ Distribution
- ▶ Administration & Maintenance

Depending on the organization, size, use of data and industry the owner of these processes can vary. However, in most cases Administration and Maintenance fall under IT. The others are either split across multiple departments or a particular one. To the right is an illustration of the future state of data governance that we recommend for the City.

	Accountable	Responsible
Data Governance	IT	All
Acquisition and Authoring	Shared – dependent on system	Shared – dependent on system
Data Suppliers	IT	IT
Data Quality	Shared – dependent on system	Shared – dependent on system
Metadata Services	Shared – dependent on system	IT
Master Data Management	<i>TBD</i>	<i>TBD</i>
Distribution	IT	Shared – dependent on system
Administration and Maintenance	IT	IT
<i>Note: TBD as these data services may not be required at this point in time given the City's maturity in data use / management.</i>		

Data Governance

As the City continues to use more data, clarity of the roles and responsibilities for data management will become increasingly important. Absence of this can lead to decision-making based on bad data, errors in data quality and inefficient operations. Below is an illustration of the different aspects of data management.



CAPABILITIES

Core Capabilities

Staff have an appetite for adopting new and innovative technology solutions across the City. Technology is a key enabler in achieving the City's vision.

However, as with many municipalities in Ontario, the City needs to balance the adoption of new technology with budgetary constraints. To help manage this, the role of IT will evolve to become an innovator, a service broker and a service orchestrator.

Innovator – *Monitor and discover new, evolving service offerings,
Advise on innovation and technology enablement opportunities*

Broker – *Facilitate
matching business
needs and service
options*

Integrator –
*Source services,
manage integration
and solution
development*

Orchestrator –
*Coordinate across
service providers,
manage solution
delivery*

The City's IT department will need additional capabilities in:

- ▶ Strategy, Innovation & Architecture
- ▶ Project Management
- ▶ Data and Application Integration
- ▶ Vendor Management
- ▶ Performance Management
- ▶ Security Services

Organizational Impact (1 of 3)

IT's total work volume is beyond what they can deliver today.

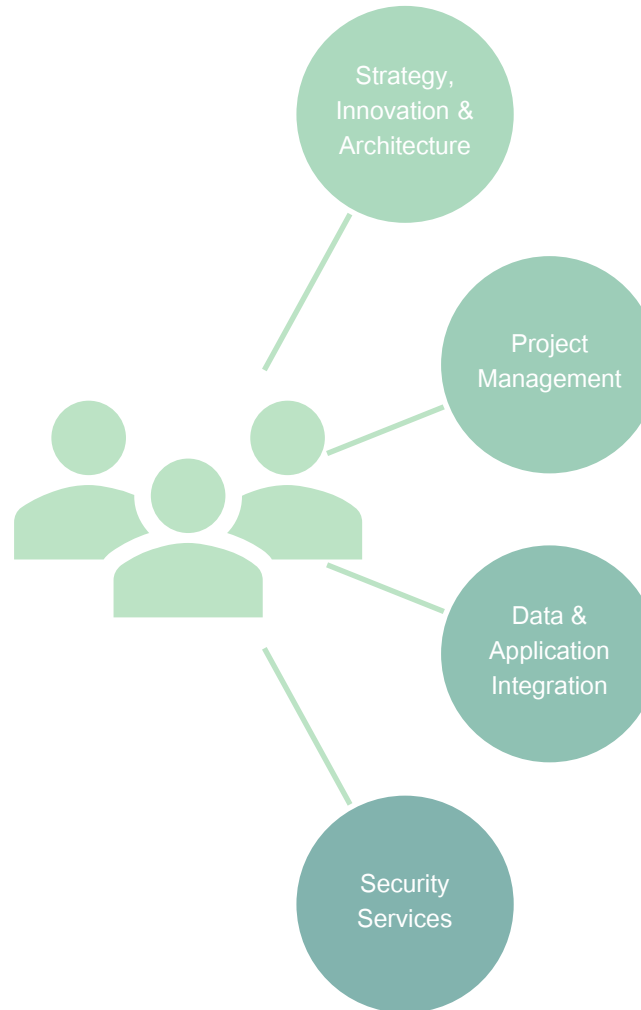
Improving processes for project and change management is not enough to meet the needs of the City over the next five years. In fact, the City will need to make decisions on scaling IT as well as address operational risks with pending eligible retirements. From an organizational perspective, there are six functional areas that include the new core capabilities as well as the traditional services, described below:

Function	Strategy, Innovation & Architecture	Project & Vendor Management Office	Application Development	Application & Data Support Services	Workplace & Mobility	Infrastructure & Security Services
Description	Responsible for setting the target architecture, and running the Design Authority governance. They will lead the development of technology strategy and be "in the know" of future trends and proof of concepts (PoCs).	Responsible for setting PM standards and ensure project delivery in accordance with those standards. In addition, overseeing vendors that are providing IT services.	Responsible for developing applications and data integration, enhancements and addressing bug defects. Also responsible for performing levels of QA testing.	Responsible for all corporate and business systems; providing 2 nd and coordinating 3 rd level support (with vendors as required). Responsible for data support services for the business – data stewardship.	To provide the first level of contact for any IT issue or service request. They are responsible to also ensure staff have the appropriate technology in the workplace and it meets the workforce mobility requirements.	Responsible for all of the servers, storage, network equipment and services that support the applications. This includes the logical security of the City's assets.
Core Capabilities	Innovation	Orchestrator Broker	Integrator	Orchestrator Broker	Orchestrator Broker	Orchestrator Broker

Organizational Impact (2 of 3)

Structural changes to the IT department will help better manage growth and changes in the role of IT.

- ▶ All nine staff within the IT department report to the IT Manager directly. This makes it difficult to scale in the future if the department were to grow.
- ▶ The City is operating with just 1.7% of its full-time employees in IT and 1% of its total employees in IT. This is lower than the averages across many industries.
- ▶ Rather than hiring additional staff, the City should consider making strategic partnerships with 3rd parties to augment capability and capacity. Specifically in areas where there is either high volume or a niche capability. Some of those areas are identified on the right.

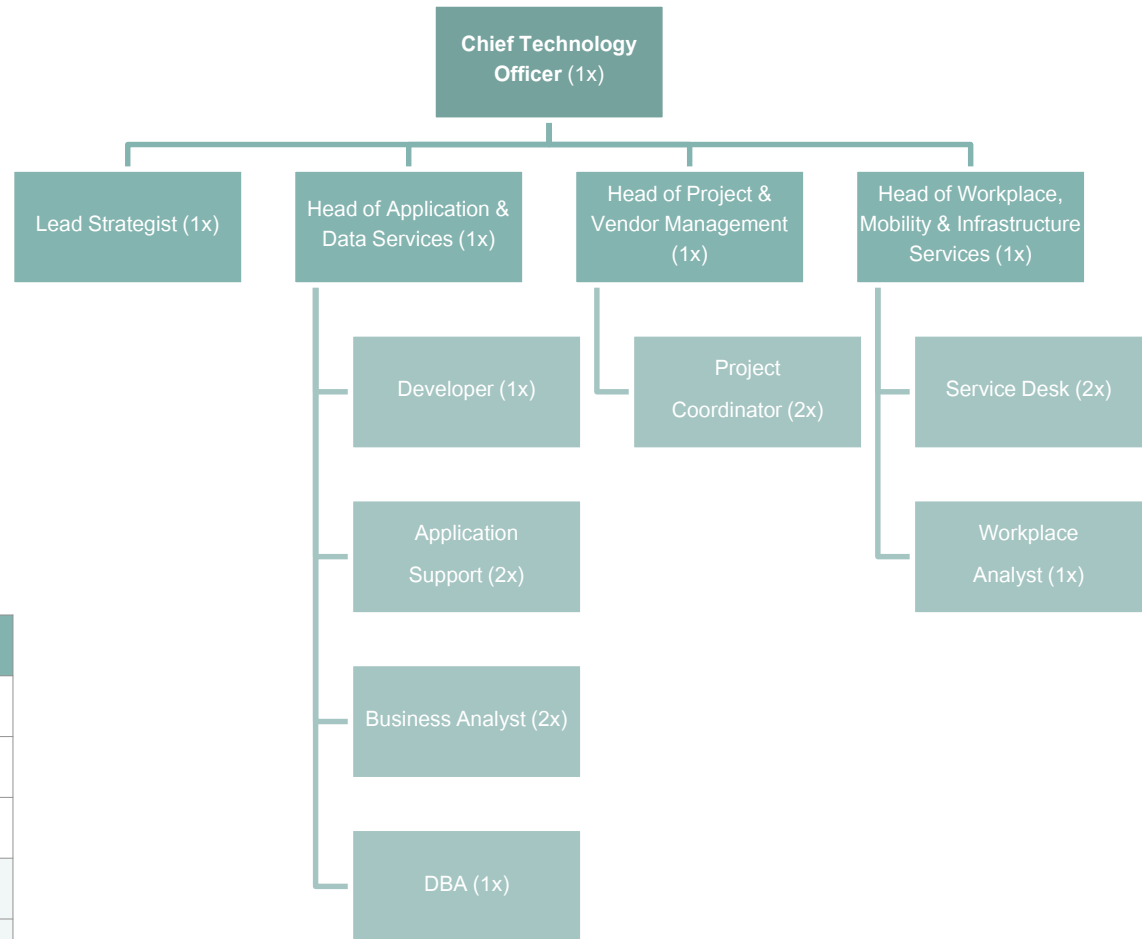


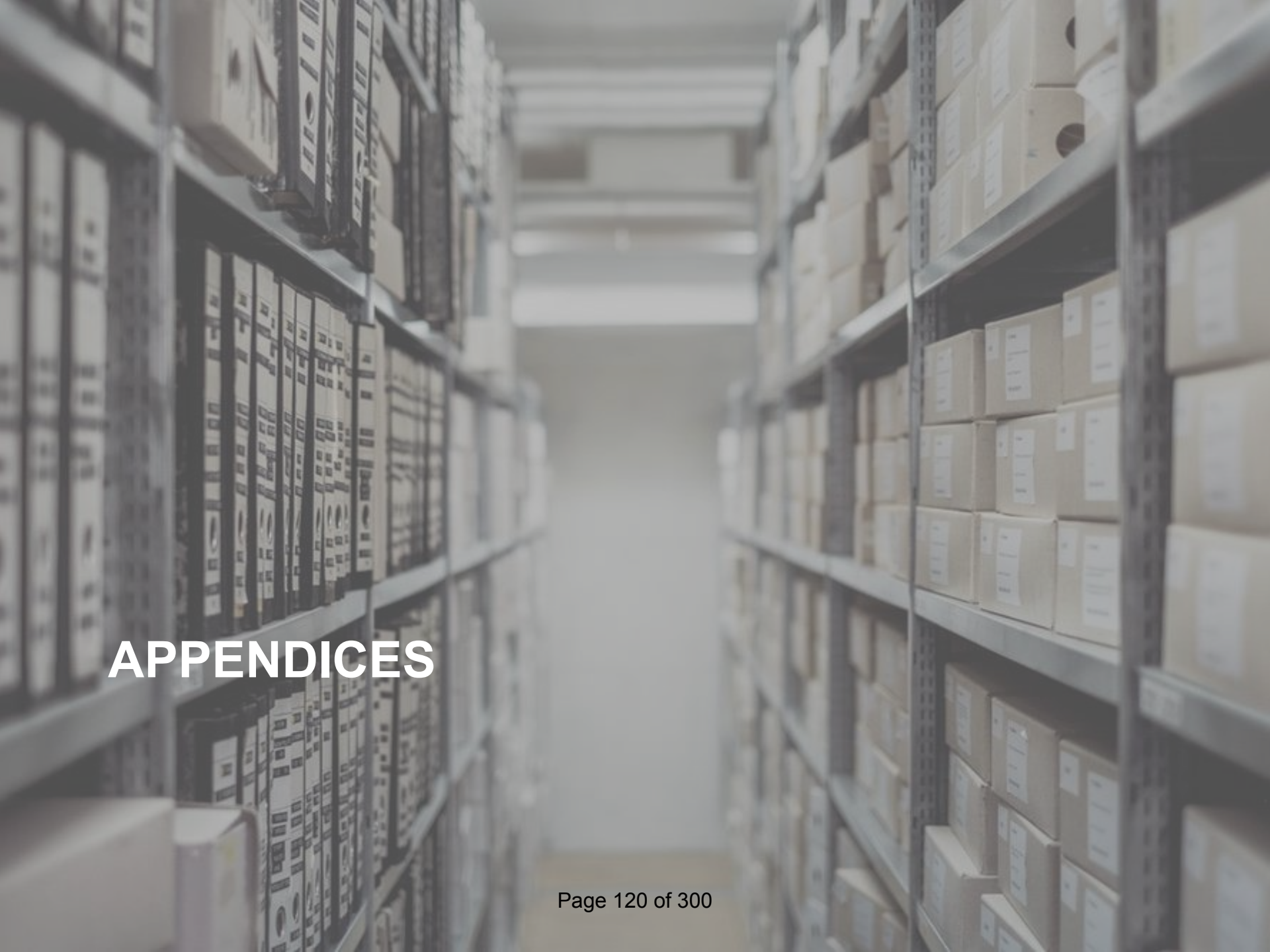
Organizational Impact (3 of 3)

The reporting lines should reflect the importance and authority of IT within the City.

- ▶ The City should consider elevating the role of IT within the City by changing reporting lines. This will signify a change. The City should also consider changing the IT department titles to be more in-line with today's standards.
- ▶ The illustration to the right is a potential organizational chart for the City to adopt.
- ▶ Consideration will have to be given to the individuals that will fulfill each of the positions.

Level	Headcount
1	1
2	4
3	11
Total	16
Net Increase	6





APPENDICES

Appendix 1: Smart City Initiatives (1 of 4)

The following are examples of potential smart city initiatives the City could undertake over the coming years. The initiatives relate to the five pillars described in the Executive Summary (page 7).



Connect the Community

Staff and residents require connectivity no matter their location

- Free **Wi-Fi network access** across the municipality to ensure the population is connected. This should be inclusive and consistent, in that all members of the community should have access to free Wi-Fi
- Creating a **walking/biking trail app** for residents and tourist to follow
- Using a resident **digital ID** to authenticate for services (one ID) rather than having to re-confirm identity or share ID information each time for a different service e.g. buying a permit and registering for ice time
- Creating an SSM ecosystem to leverage the digital ID, e.g. ease and convenience for the customer (not only for city services but others as well)
- Creating an **app** to better inform and **connect the public** with City initiatives, events or important information e.g. an app that pushes notifications about upcoming events and activities in the City or of FAQs - will my garbage be collected on Monday even though it's a long weekend?
- Creating a virtual "City Hall" that allows for online/mobile payment of services

Appendix 1: Smart City Initiatives (2 of 4)



Collaborative Platforms

- Integrating systems (cross department)
- Creating platforms for sharing with different stakeholders

- Mayor's youth challenge to engage the youth in the community
- Organizing tech hackathon challenges (potentially with post-secondary institutions) and inviting groups (residents and businesses) to work together to solve issues the municipality is facing
- Establishing research partnerships with institutions e.g. educational institutions to utilize and engage with available resources on solving issues pertaining to the City



Digital Services Delivery

- Challenges you to offer all services digitally and all aspects of those services where feasible

- Using drones for property by-law and property / zoning standards compliance checks
- Creating a platform for reporting on municipal assets that need repair e.g. broken park bench, long grass on a sports field, potholes, sidewalk cracks, etc.
- Using Instagram and social media platforms to promote tourism and reach a younger and broader audience to promote and market the City

Appendix 1: Smart City Initiatives (3 of 4)

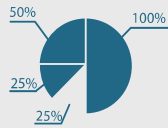


Automation and Mobility

- Automation of activities that do not require judgement
- Enabling work to happen at the right location, including from home locations

- Utilizing **online assistance (online chat)** to alleviate phone call and walk-in requests, as well as eliminating hearsay
 - Potential use of data and AI to predict patterns and provide automated responses to FAQs
- Using **Smatlights**, that have motion sensors and activate only when needed as well as provide information to the City on when a light requires replacement
- Implementing **sensors on public waste bins** to optimize waste collection routing
- Adopting **robotic process automation** to drive efficiency for repetitive, high volume activities e.g. planning permits

Appendix 1: Smart City Initiatives (4 of 4)



Data Analytics

- With the move to digital comes an exponential increase in data
- Analyzing data must offer insights that inform better decision making

- Creating an open data platform that allows for the public to easily access information
- Utilizing the information collected currently from the GPS on City fleet to optimize route maintenance regarding roadwork e.g. complete more work orders if they are along the same route
- Improving the City's data and analytics capabilities (e.g. data warehouse) to utilize data and information for evidence-based decision making and managing by performance (dashboards / KPIs)
- Attaching sensors (Internet of Things) to infrastructure (e.g. street lamps, power meters) to get real-time information on maintenance and running operations more efficiently e.g. measuring water levels for potential road flooding
- Using robotic arms for resident waste collection and weighing contents per household for trends and analytics e.g. changes to waste diversion and recycling policies or marketing

Appendix 2: List of Initiatives - Potential Department Initiatives

Initiatives	Connect the Community	Collaborative Platforms	Digital Service Delivery	Automation and Mobility	Data and Data Analytics
Electronic voting system		x			
App for bus passes		x		x	
Using GIS for cemetery (open to public as read-only)				x	
Image repository / portal					x
Digitizing workplace health and safety				x	
ActiveNET online booking for CDES			x		
Case management solution				x	
PW - Ongoing support and updates for systems and software	x				
PW - Training database		x			
PW - Upgrade work tech to pearl	x				
PW - Access to Avanti - Attendance Module				x	
PW - Scheduling program				x	
PW - Greater use of mobile devices	x				
PW - Online diagnostic for fleet management					x
PW - WorkTech for regulate preventative maintenance scheduling					x
PW - Streamline fuel inventory process				x	
PW - Mobile devices for stores inventory					x
PW - New security system for facilities	x				
PW - Maintain AVL system	x				
PW - Security camera software for PW yard and buildings			x		
PW - Upgrade traffic control system to smart system				x	
PW - Phone system upgrade	x				
PW - Cameras on waste collection vehicles					x
PW - Maintenance of GPS system for landfill site					x
PW - Mobile devices in collection vehicles				x	

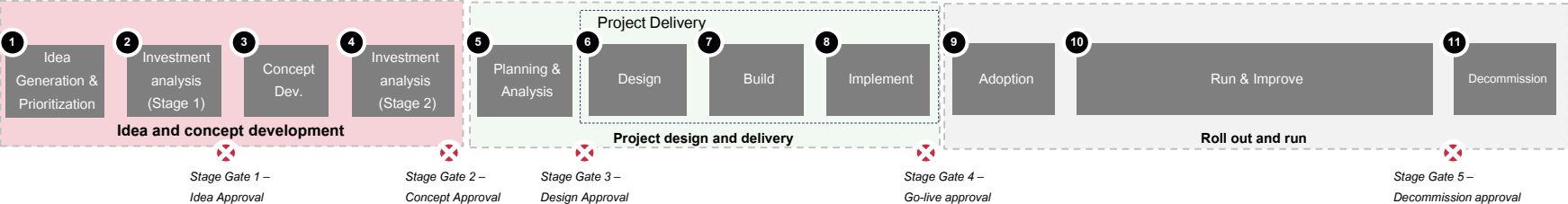
Appendix 2: List of Initiatives - Current Initiatives

Initiatives (1/2)
Building Permit System
HR Information System
Avanti HR/Payroll
CriSys Fire Dept Emergency Management System
Complete IT security audit
Upgrade City wide telephony system
Virtualization of servers
Legacy system conversion project
Payroll Conversion Phase 2
Document Management System - Training
Safety Centre
Employee Scheduling Assistant
Building Permit System Evaluation
Essar Centre Website Rebranding
My Sault Ste. Marie eServices Refresh
ShiftLog Refresh
GisServer
eSend
Property Tax Implementation
VCH Implementation
Cemetery - Stone Orchard
Pearl/Web Stores Inventory

Initiatives (2/2)
24 Hour Implementation for Firefighters
Analysis Health & Safety - WSIB Form 7 Avanti vs Parklane
Avanti Billing Process
Avanti Retro Process
Avanti Web Time Entry
Documentation / Avanti / Worktech Time Entry
Electronic Pay Statements - PWT/School Guards
Management Report Access
Management Reports
Managers Entering Time is Worktech
Pay Direct Benefits
Position Management Module for Avanti
Lottery Licensing System
Parking Tag System
Room Bookings
Bus Pass System
Election Results Program
Greyhounds - Preauthorized
Marina Booking System

Appendix 3: Project Lifecycle

The diagram below demonstrate the typical stages of a product lifecycle, from project to implementation to retirement. While not all product lifecycles are the same, they broadly follow the same key areas as depicted in the lifecycle below. Some smaller projects that are less in cost and / or magnitude may not particularly follow the same process from end to end.



Key Activities:

- Record ideas - Check strategic alignment - Evaluate high level feasibility - Idea prioritization - Impact analysis on existing portfolio	- Review prioritized list - Approve for concept development - Limited funding approved for concept development	- Develop concept - Carry out prototyping if relevant - Gather cost and benefits data	- Approve concept - Establish portfolio dependencies - Issue project mandate	- Develop project plan - Project initiation document - Resource planning - Supplier RFPs/ selection - Identify risks, issues, dependencies	- Functional design - Non-functional design - Operational design - Service design	- Develop project - System testing (if applicable) - Acceptance testing (if applicable) - Change approval	- Release planning - Impact assessment - Comms.	- Training - Feedback - Measurement of adoption	- Service integration - Service performance tracking - Availability management	- Decommission planning - Check acceptance criteria - Cut over - Update service catalogue
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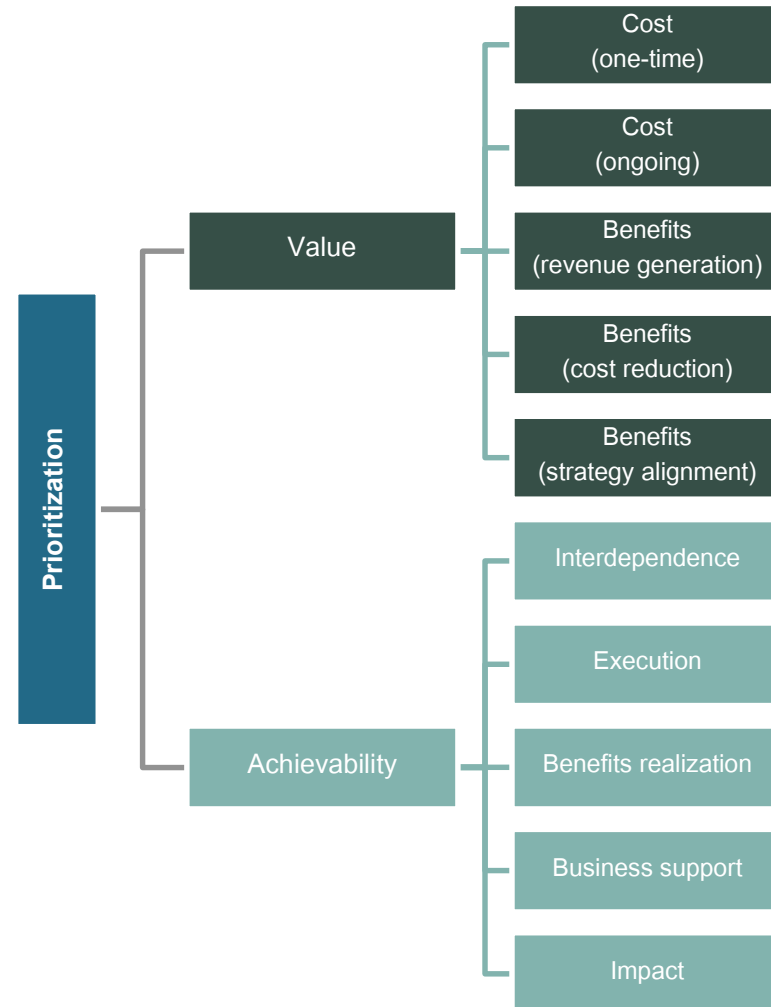
Appendix 3: Project Prioritization

The purpose of the Project Prioritization Matrix is to improve a project portfolio governance and project management delivery.

The objective of the Project Prioritization Matrix is the following:

- ▶ To deliver the project management team with an objective and neutral score on each project pursued by the organization
- ▶ It provides an overview of the prioritization criterion, weighting, scoring and definitions in a central document acting as a reference point
- ▶ It acts as a tool to guide decision making and prioritize ongoing, new and future initiatives

The Matrix then uses a weighting of each sub-area (the total equals 100%). The initiatives then prioritized.



Appendix 4: Workplace & Mobility

“Workspace aggregators” represent an additional step in building client computing environments that are independent from the end hardware device and increasingly OS-neutral.

They provide a way of delivering a consistent level of manageability, security and access across a diverse mobile client computing environment.

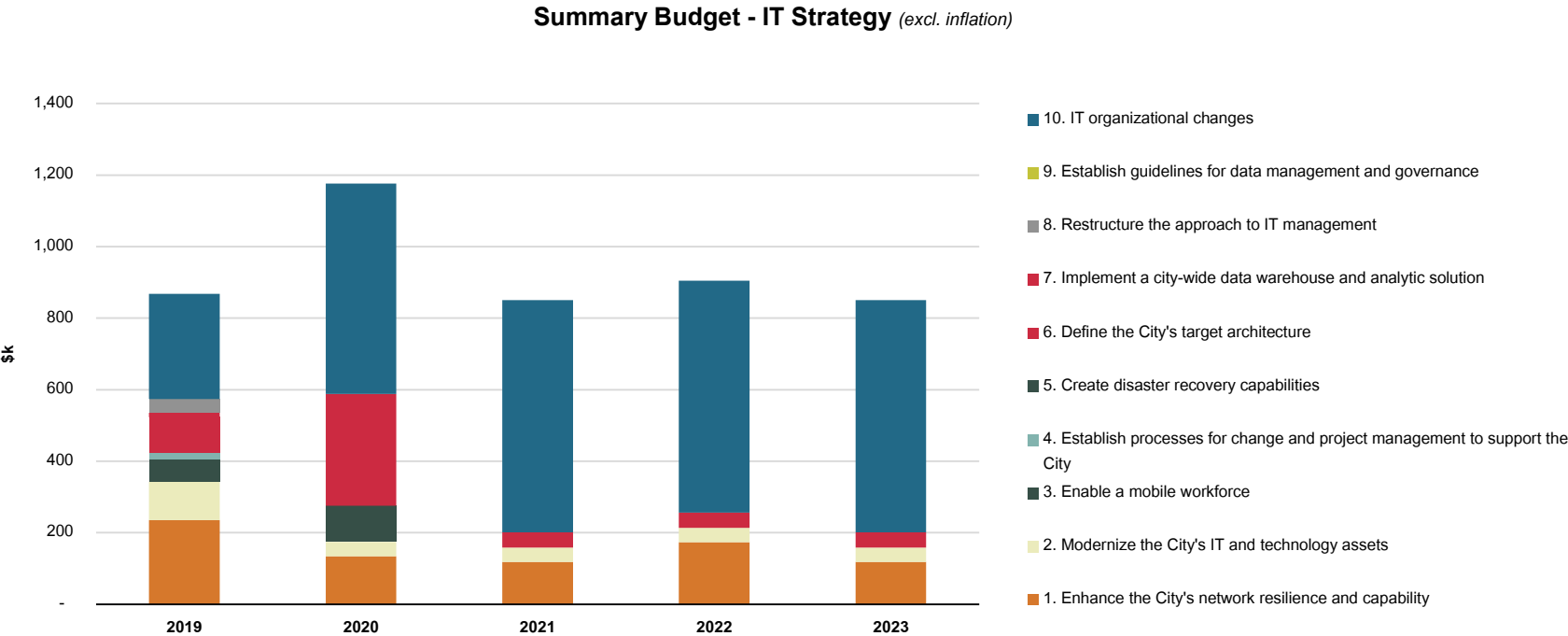


Benefits:

- ▶ Centralized authentication and brokering of SaaS + Web services and virtualized applications
- ▶ Single logon for all supported applications
- ▶ Application-level usage and audit reporting for all applications
- ▶ Secure and auditable access to data & applications outside the firewall
- ▶ Centralized application life cycle management
- ▶ Self-service portal to provision/request applications
- ▶ Data synchronization with compliance enforcement to allow data to follow users
- ▶ Heterogeneous support for corporate-owned and personally owned devices

Appendix 5: Budget Details

Over and above the current level of IT expenditures, we estimate it will cost the City \$4.7 million over the next five years to deliver this strategy. These figures are indicative, based on estimates and key assumptions (see next page). It is our recommendation that following the acceptance of this report, the City's IT leadership further validate the timeframes and develop detailed capital plans to implement any they deem appropriate.



Note: The above budget does not include regular IT Spend (Opex / CapEx).

Appendix 5: Budget Details

	(\$k)	Type	2018	2019	2020	2021	2022	2023	Total
1. Enhance the City's network resilience and capability		OpEx		127	72	72	127	72	470
		CapEx		108	62	47	47	47	311
2. Modernize the City's IT and technology assets		OpEx		23	-	-	-	-	23
		CapEx		85	40	40	40	40	245
3. Enable a mobile workforce		OpEx		62	-	-	-	-	62
		CapEx		-	-	-	-	-	-
4. Establish processes for change and project management to support the City		OpEx		18	-	-	-	-	18
		CapEx		-	-	-	-	-	-
5. Create disaster recovery capabilities		OpEx		-	101	-	-	-	101
		CapEx		-	-	-	-	-	-
6. Define the City's target architecture		OpEx		100	-	-	-	-	100
		CapEx		-	-	-	-	-	-
7. Implement a city-wide data warehouse and analytic solution		OpEx		13	313	43	43	43	453
		CapEx		-	-	-	-	-	-
8. Restructure the approach to IT management		OpEx		35	-	-	-	-	35
		CapEx		-	-	-	-	-	-
9. Establish guidelines for data management and governance		OpEx		-	-	-	-	-	-
		CapEx		-	-	-	-	-	-
10. IT organizational changes		OpEx		294	588	649	649	649	2,829
		CapEx		-	-	-	-	-	-
Current IT Budget OpEx		OpEx	1,850	1,887	1,925	1,963	2,002	2,043	9,820
Current IT Budget CapEx		CapEx	85	102	104	106	108	110	531
IT Strategy OpEx Total				671	1,074	763	818	763	4,090
IT Strategy CapEx Total				193	102	87	87	87	556
Grand Total				2,854	3,205	2,920	3,016	3,003	14,997

Note: Refer to the IT Strategy Budget for a list of the cost assumptions and breakdown.



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Freddie Pozzebon Chief Building Official / Property Standard Officer

DEPARTMENT: Community Development and Enterprise Services

RE: Property Standards and Yard Maintenance By-Law Enforcement

PURPOSE

This report responds to Council's resolution requesting City Staff to prepare a report with any recommendations to reduce the amount of time to reach compliance for the City's Property Standards and Yard Maintenance By-Laws.

BACKGROUND

On December 10th, 2018, Council passed the following resolution:

Whereas the City continues to get complaints regarding dirty yards and unmaintained houses/buildings; and

Whereas these areas of complaint are regulated by the City's Property Standards By-Law and the Yard Maintenance By-Law; and

Whereas the said By-Laws are enforced by the Building Division through a tendering process or legal action; and

Whereas an area of concern continues to be the amount of time required for a property in contravention of the Property Standards or the Yard Maintenance By-Law to become compliant,

Now Therefore Be It Resolved that the Building Division and the Legal Department be requested to report to Council with the process required, from when the By-Law Enforcement Inspector first inspects the property to when the property is made compliant, and

Be It Further Resolved that the Building Division and the Legal Department bring recommendations to Council as to how the amount of time to reach compliance can be reduced.

It's important to note from a historical perspective, the City has approached By-Law enforcement through different methods. At one time, prior to 1992 it was part of the Development Division with two property standards inspectors and supporting staff responsible for the Property Standards By-Law. Then the responsibility for the property Standards By-Law was performed by the building inspectors from the Building Division. In 2008, a dedicated By-Law Enforcement Inspector was created.

The processes for the two By-Laws (Property Standards By-Law and the Yard Maintenance By-Law) are found in Attachment A. The document highlights the current steps for three main scenarios:

- 1) Small scale Yard Maintenance Issue – this is typically addressed through an Order to Comply followed by a re-inspection in ten days. If the situation has not been resolved, a tender is issued, contractor selected and the invoice for the work is recovered through property taxes. In most case cases, outside of any problems, we manage the 29-day process in 24 days.
- 2) Large scale Yard Maintenance Issue - an Order to Comply is issued and re-inspection in 10 days occurs. If the matter is not resolved, an Order to Remedy Violation is issued. This is the start of a legislated process governed through the Ontario Building Code Act. Following this path requires more time but can reduce financial risk to the City for large scale clean-up work.
- 3) Property Standards Violation – a Notice of Violation is issued and re-inspection in 14 days occurs. If the matter is not resolved, an Order to Remedy Violation is issued. Again, this starts a legislated process governed through the Ontario Building Code Act. A re-inspection occurs in 30 days (which also provides time for an appeal) and if the issue isn't resolved a warning letter is sent with 28 more days to remedy the issue. If the work still isn't completed a Summons is issued and a court process follows.

For the Order to Remedy process, once the summons process is started then the issue proceeds through the court system. This can take a lengthy period of time to resolve and our Legal team does all that is possible to reach a resolution to the matter as quickly as possible.

ANALYSIS

Council's resolution requested possible recommendations for reducing the time to reach compliance. The following changes in procedure can be introduced to help achieve this goal:

- 1) Remove the letter of Non-compliance for Small Scale Yard By-Law issues - violations that are less serious and that do not pose an immediate hazard to persons/property would no longer benefit from an initial letter of noncompliance. This is not used frequently but in some cases a letter of non-compliance went out in advance of an Order to Comply. These violations would always be issued an Order to Comply and the time line will be reduced accordingly.
- 2) Remove the Order to Comply for Large Scale Yard Maintenance issues - larger cleanups that have been issued an Order to Comply are later issued an Order to Remedy Violation & Legal Letter allowing for an extra 62 days totalling a potential 78 days to ensure compliance. This was to encourage the property owner into compliance. The Order to Comply & Legal letter could no longer be issued and revert simply to the 35-36 day time line under the Order to Remedy Violation.
- 3) Remove warning letter from Legal after Order to Remedy Violations for Property Standards issues – violations involving public health, safety or property damage implications and where risk to the public or public activity exists includes items such as faulty stairs/railings, no heat and dilapidated structures. Property owners that are in noncompliance after the 30 day re-inspection would no longer benefit from our Legal Department's warning letter of potential charges or any follow-up inspection dates. This will reduce the process time by approximately 4 to 6 weeks. The Order to Remedy Violation (OTRV) Letter will be reworded indicating to the appellant that an unsuccessful appeal to the OTRV and/or the date of compliance will result in legal action being taken and charges laid.
- 4) Removing the Notice of Violation for Property Standards issues - A preliminary letter to encourage the property owners to comply within 14 days without any immediate action by the City is currently sent. The elimination of the Notice of Violation letter will reduce the time lines by 14 days for all Property Standards noncompliance issues. This will reduce the time to 36 days pending any appeal extension or legal processes. As indicated in item 3, the Order to Remedy Violation will directly proceed to an Information & Summons letter once the infraction has been determined outstanding.

Staff did investigate the potential to utilize a prequalified list of vendors to decrease the time needed for tenders for small scale Yard Maintenance issues. Removing the tender process, however, may create complaints from property

owners that the cost of property clean-up was too high and didn't benefit from a tendering process to ensure a fair value for the work that was obtained. Further, removing this step would require City staff to assess if a price was reasonable and only reduces the timeline by 2 days. Therefore, it is not recommended that the tendering process be removed.

As it relates to the need for an additional By-Law Enforcement Inspector, the addition of a second By-Law Enforcement Inspector will enable the City to be more proactive in enforcing the Yard Maintenance and Property Standards By-Laws as well as the Zoning By-Law 2005-150, Sign By-Law and assisting other City departments in enforcing the Sewer Use By-Law and Streets By-Law. A second staff resource will also help to address timely complaint follow-up when the current By-Law Enforcement Inspector is committed in court, away on vacation, sick, etc.

It should be noted, though, that adding an additional By-Law Enforcement Inspector will not shorten the timelines approved within our By-Law enforcement procedures. A certain period of notice is required to allow property owners time to resolve Property Standards or Yard Maintenance By-laws issues. Then, if the issue is not resolved, the process to either hire a contractor or start the Order to Remedy Process (with its prescribed process under the Ontario Building Code Act) needs to be followed.

FINANCIAL IMPLICATIONS

There are no financial implications to the City.

STRATEGIC PLAN / POLICY IMPACT

This item is considered in the Corporate Strategic Plan in the Service Delivery Focus Area – Delivering Excellent Customer Service.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolve that the Property Standards and Yard Maintenance By-Law enforcement process be received as information.

Respectfully submitted,

Freddie Pozzebon
Chief Building Official/ Property
Standards Officer
705.541 7151
f.pozzebon@cityssm.on.ca

By-Law Enforcement Procedure Flow Chart

Dirty Yard - Small Scale

Tall Grass/Weeds, Garbage/Rubbish, Abandoned/derelect vehicles, other yard/maintenance issues

Process	Time Line	Changes	Recommended Process	New Time Line
Complaint received & Inspection Booked	1 -2 Days		Complaint received & Inspection Booked	1 -2 Days
Initial Order to Comply (or Letter of Non-compliance)	3 Days		Issue the Order to Comply	1 - 2 Days
Reinspection	10 Days		Reinspection	10 Days
Non-Compliance - Request from Building Work Order Requisition	2 - 4 Days	Transfer to Inspector	Non-Compliance - Request from Building Work Order Requisition	2 Days
Issuance of Tender	10 Days		Issuance of Tender	10 Days
Total Process Time	26 - 29 Days		Total Process Time	24 - 26 Days

Dirty Yard - Large Scale

Tall Grass/Weeds, Garbage/Rubbish, Abandoned/derelect vehicles, other yard/maintenance issues

Process	Time Line	Changes	Recommended Process	New Time Line
Complaint received & Inspection booked	1 -2 Days		Complaint received & Inspection booked	1 -2 Days
Issue the Order to Comply	2 Days	Recommended for Removal		
Reinspection	10 Days	Recommended for Removal		
Issue the Order to Remedy Violation	2 Days		Issue the Order to Remedy Violation	2 Days
Reinspection (ability to appeal is available)	30 Days		Reinspection	30 Days
Issue a Letter to Legal - (Warning Letter)	2 Days	Recommended for Removal		
Reinspection from the Letter to Legal (Warning Letter)	28 Days	Recommended for Removal		
Issue a Letter to Legal (Requesting Information & Summons) OR Issue a Work Requisition (24 Days) Decision based on cost to the municipality and risk factors	2 Days		Issue a Letter to Legal (Information & Summons) OR Issue a Work Requisition (24 Days) Decision based on cost to the municipality and risk factors	2 Days
Total Process Time	77 - 78 Days			35 - 36 Days

Time to Resolution Dependant on Court System from this point on

Property Standards

Process	Time Line	Changes	Recommended Process	New Time Line
Complaint received & Inspection booked	1 -2 Days		Complaint received & Inspection booked	1 -2 Days
Issue a Notice of Violation	2 Days	Recommended for Removal		
Reinspection	14 Days	Recommended for Removal		
Issue the Order to Remedy Violation (ability to appeal is available)	2 Days		Issue the Order to Remedy Violation	2 Days
Reinspection	30 Days		Reinspection	30 Days
Issue a Letter to Legal - (Warning Letter)	2 Days	Recommended for Removal		
Reinspection from the Letter to Legal (Warning Letter)	28 Days	Recommended for Removal		
Issue a Letter to Legal (Information & Summons) OR Issue a Work Requisition (24 Days) Decision based on cost to the municipality and risk factors	2 Days		Issue a Letter to Legal (Information & Summons) OR Issue a Work Requisition (24 Days) Decision based on cost to the municipality and risk factors	2 Days
Total Process Time	81 -82 Days		Total Process Time	35 - 36 Days

By-Law Information Summary for 2018

Number of Complaints Received	
923	
Yard Complaint	349
Standards Complaint	377
Sign Complaint	100
Zoning Complaint	44
Other Complaints	53
On Site Check Ins	
1028	
Total Letters	
758	
Send Informal Notice	231
Order to Comply	237
Order to Remedy Violation	138
Letter to Legal (Warning Letter)	82
Information & Summons	70
Work Requisitions Issued	
78	
Complaint Actions	
923	
Complaint Resolved No Action	217
Complaint Resolved Work Completed	267
Complaint Cancelled	83
Complaints On-Going	356



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-1-19-Z - 747 Great Northern Road

PURPOSE

The applicant is seeking Council's approval to rezone the subject property from Highway Zone to General Commercial zone to facilitate future commercial development on the property.

PROPOSED CHANGE

The applicant, Craig Burgess (c/o 2604864 Ontario Ltd.), is seeking Council's approval to rezone the subject property from Highway Zone (HZ) to General Commercial Zone (C4).

Subject Property

- Location: Located on the west side of Great Northern Road, approximately 52m (170.6') north of its intersection with Drive In Road.
- Size: Approximately 36.6m frontage x 91.4m depth totalling 0.7ha (120'x300'=1.73acres).
- Present Use: Vacant - former used car dealership
- Owner: 2604864 Ontario Ltd.

BACKGROUND

In 1997 Council approved an application to rezone the subject property by way of a special exception to permit a self-serve car wash, self contained storage units and outdoor storage. It is worth noting that these approvals were never acted upon and the car wash (Biffs Buff 'n' Shine) was constructed on the abutting lot to the north.

ANALYSIS

Conformity with the Provincial Policy Statement (PPS), Growth Plan for Northern Ontario (GPNO) and the City's Official Plan (OP)

This application conforms to the Provincial Policy Statement and does not conflict with the Growth Plan for Northern Ontario.

The subject property is designated 'Commercial' on Land Use Schedule 'C' of the Official Plan. The applicant is seeking Council's approval to rezone the subject property from Highway Zone (HZ) to General Commercial Zone (C4). Both the HZ and C4 zones contain permitted uses that are commercial in nature. Therefore, this application conforms to the commercial policies of the current Official Plan.

Comments

The applicant wishes to rezone the subject property to facilitate the construction of a 5-unit, 883.5m² (9,510ft²) commercial strip plaza. As per the site plan attached, the existing 172.8m² (1860ft²) building (former used car dealership) will be expanded to house a 60-patron restaurant, and 4 additional commercial units would be added to the rear.

The proposed site plan meets the minimum required parking spaces as outlined in Section 5 of the Zoning By-law. More specifically, 39 parking spaces are required and 40 are proposed. Three of those spaces must be of a barrier free design, and the applicant is proposing 4.

The applicant's preliminary site plan depicts the existing 6m (20') front yard landscaped area. The current landscaping is modest, including a grassed area and 3 platforms that were utilized to display automobiles. Located within a 'gateway area' of the community, high quality landscaping will be required as part of this development.

Potential commercial uses for the 4 additional units are unknown at this time. The applicant believes the General Commercial (C4) Zone will grant more flexibility in occupying the units.

The C4 zone is the most common commercial zone, permitting a wide variety of commercial uses, including mixed use buildings with commercial uses on the ground floor and dwelling units above. The Highway Zone (HZ), applied to portions of Great Northern Road, contains permitted uses intended to service travelers moving along the highway corridor. This zone also includes uses geared towards servicing commercial transportation and commercial uses that require large supporting lots.

The table below outlines selected permitted uses in each zone.

General Commercial and Highway Zone – Permitted Use Comparison

General Commercial Zone (C4)	Highway Zone (HZ)
• Accommodation services • Amusement and fitness facilities • Arts, culture and heritage institutions • Assembly facilities • Bingo halls • Broadcasting • Building hardware and garden supply stores • Car wash facilities • Day care facilities • Delivery and courier services • Food services • Fuel sales • IT services • Motion picture and sound recording studios • Motor vehicle sales and parts dealers • Nursing and residential care facilities • Office uses (Max. GFA = 300m²) • Parking lots • Personal services • Printing and related support activities • Repair and maintenance • Residential dwellings – no units on the ground floor • Retail trade • Sports stadiums • Tourism related services • Veterinary clinics	• Accommodation services • Amusement and fitness facilities • Bingo Halls • Building hardware and garden supply stores • Car wash facilities • Food services • Fuel sales • Heavy equipment sales, repair and maintenance • IT services • Motor vehicle sales and parts dealers • Personal storage • Rental and leasing services • Repair and maintenance services • Road transportation and warehousing • Tourism related uses • Veterinary clinics

While there exists significant overlap in terms of the uses permitted in each zone, there are three notable differences which are discussed below:

Residential Uses

The C4 zone has a residential component (2nd floor residential dwellings and nursing homes). Given the abutting industrially zoned properties behind the subject property, residential development is not appropriate. Provincial Policy and best planning practises are such that sensitive uses should be adequately separated from industrial uses, which have the potential to produce noxious off-site impacts such as noise, dust, odour and vibrations. In addition, this portion of

the TransCanada Highway accommodates high traffic volumes, including heavy truck traffic, which can negatively impact sensitive uses such as residential.

Office Space

The C4 Zone also permits office uses, to a maximum of 300m² (3229ft²). The maximum gross floor area applies to office space that is located outside of the downtown. Official Plan Policy C3 notes *'the Downtown Area should be maintained as the primary administrative business and cultural centre of the community...Construction of major office buildings outside of the Downtown Area shall be discouraged...'* The zoning by-law defines 'major office buildings' as anything larger than 300m² (3229ft²). While all of the proposed commercial units will be less than 300m² (3229ft²), not more than 300m² of office space would be permitted within the entire building.

Retail Trade

The C4 zone permits general retail sales, which is not permitted in the Highway Zone (HZ). The applicant has indicated this is a primary reason for the requested zoning change. It is felt that the ability to accommodate retail establishments would greatly improve the overall viability of the project. There are no immediate land use concerns related to permitting retail sales upon the subject property.

Area in Transition

The subject property and surrounding Great Northern Road corridor has and continues to transition.

The relocation of the Sault Area Hospital has had an impact upon the land uses in the area. Over time, Council has approved a number of rezonings to permit medical offices (office use), in some cases, larger than 300m². The rationale being that 'on-call' Doctors should have their medical offices in close proximity to the hospital.

There have also been a number of rezonings in the immediate area to include 'retail sales' and 'office uses', among others, as additional permitted uses to the Highway Zone. Examples include:

- The 'Sar-Gin Centre' - 683 Great Northern Road
- Group Health Centre – 773 Great Northern Road
- Former Extendicare nursing home property – 770 Great Northern Road

Planning staff supports the request to rezone the subject property from Highway Zone (HZ) to General Commercial Zone (C4), subject to a special exception which excludes residential units and nursing homes as permitted uses. Such

‘sensitive uses’ could impact, and be impacted by the adjacent industrial area to the west.

It is also worth noting the existing zoning framework along this portion of Great Northern Road is currently under review as part of Shape the Sault, the New Official Plan Project.

Consultation

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

- No Comment/Objection: Municipal Heritage Committee, Economic Development Corporation, Community Development and Enterprise Services, Accessibility Advisory Committee, PUC, Public Works and Engineering, Building, Legal, Fire Services, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation
- See attached comments from Engineering

Correspondence from the Engineering Department indicates the municipal sanitary sewer is located in an easement across the frontage of the property. A site servicing plan showing the storm and sanitary sewer design should be submitted and stormwater management quantity and quality controls may be required. There is also a history of drainage problems at the rear of the property. A lot grading and drainage plan should be completed to ensure that drainage is dealt with appropriately.

Such matters can be appropriately dealt with through the Site Plan Control process, prior to the issuance of a building permit.

As of the writing this report, Staff have not received any comments from neighbours.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

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

SUMMARY

In closing, the subject property is large enough to support the intended development, with ample space to provide sufficient parking and landscaping in accordance with the requirements of Zoning By-law 2005-150.

The property is currently subject to site plan control, which will require the owner to enter into an agreement with the city, prior to the issuance of a building permit.

The agreement will address exterior details of the development, including drainage, servicing and landscaping to name a few. At that time, staff will ensure that among other things, drainage concerns are addressed and high quality landscaping is planted and maintained.

It is very common for Municipalities to have similar 'highway zones' along highway corridors, and the scope of permitted uses within these zones is generally similar to Sault Ste. Marie's Highway Zone, in that office uses and retail sales are often not explicitly permitted. With that said, 'big box' and satellite retail establishments have traditionally developed in 'highway areas', which is the case locally.

The relocation of the Hospital, has also created demand for office space along this portion of Great Northern Road, south of Third Line. The zoning along Great Northern Road between Second Line and Third Line is mixed, with a number of properties zoned HZ and C4, however the overall development pattern upon this area is generally more akin to that of General Commercial.

For these reasons, Planning Staff support the approval of this application, conditional upon the addition of a special exception that prohibits the construction of residential dwellings or a nursing home, which are considered sensitive uses and should not be located in close proximity to the abutting Industrial properties to the west.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2019 01 28, concerning Rezoning Application A-1-19-Z be received and Council approve the application and rezone the subject property from Highway Zone (HZ) to General Commercial Zone (C4), subject to the following special exception:

- That Residential Dwellings and Nursing and Residential Care Facilities are excluded as permitted uses upon the subject property.

Respectfully submitted,



Peter Tonazzo, RPP

Senior Planner

705.759.2780

p.tonazzo@cityssm.on.ca



**MGP ARCHITECTS
ENGINEER
INC.**
123 east street, suolt ste. marie
P6A 3C7 ontario
tel. 705.942.9494 fax. 705.942.7454

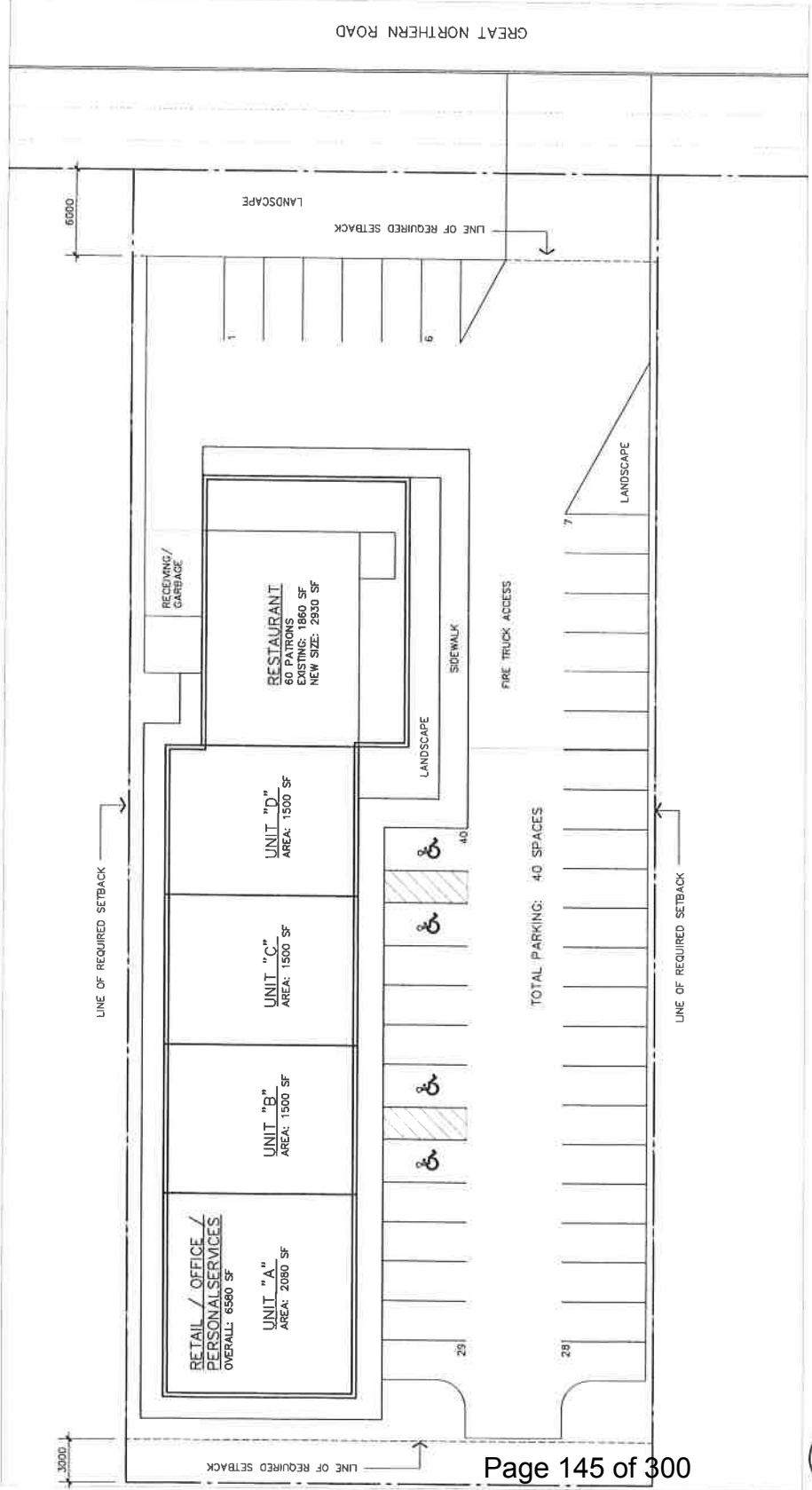
**747 GREAT NORTHERN ROAD
SITE PLAN ANALYSIS**
Certificate of Practice No. 3856

SITE PLAN

scale	AS NOTED
pic	DG
design	DG
drawn	DG
date	OCT 2017
plotted	OCT 26, 2017
printed	

number
17062
17062A900

SK-1



1 SITE PLAN
SCALE 1:300



2019 01 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-1-19-Z
747 GREAT NORTHERN ROAD
2604864 ONTARIO LTD. (c/o Craig Burgess)

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

- The municipal sanitary sewer is located in an easement across the front of the property. A site servicing plan showing the storm and sanitary sewer design should be submitted.
- Stormwater Management quantity and quality controls may be required.
- There is a history of drainage problems at the rear of the property. A lot grading and drainage plan should be completed to ensure that drainage is dealt with appropriately.

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

A handwritten signature in black ink, appearing to read 'M. McAuley'.

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

Subject Property

Ro Von Court

773

763

747

25 1

25 2

25 3

Lukenda Drive

Great Northern Road

Drive In Road

173

1

Occupant Path: G:\A-

A-1-19-Z-7

maps\A-1-

Application Map Series

- ☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 747 Great Northern Road
 Roll No.: 030062043020000
 Map No.: 98 / 1-112
 Application No.: A-1-19-Z
 Date Created: December 18, 2018

Legal Department Reference

Legend

-  Subject Property 747 Great Northern Road
 Parcel Fabric

Page 147 of 300



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 - 2015 20cm Colour

Projection Details

NAD 1983 UTM Zone 16N

GCS North American 1983

0 5 10 20 Meters
 1:1,000



**Subject
Property**

Ro Von Court

773

763

747

Lukenda Drive

Great Northern Road

25
1

25
2

25
3

Drive In Road

Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 747 Great Northern Road
Roll No.: 030062043020000
Map No.: 98 / 1-112
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Legend

-  Subject Property 747 Great Northern Road
 Parcel Fabric

Page 148 of 300



City of
Sault Ste. Marie

Planning and Enterprise Services

Community Development and Enterprise
Services Department

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saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

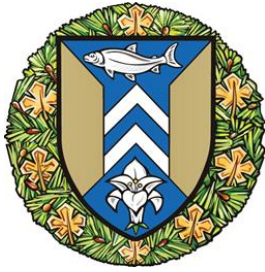
Projection Details

NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,300



Page 149 of 300



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

COUNCIL REPORT

January 28, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Shape the Sault – Population and Employment Projections

PURPOSE

This Report provides a brief background upon the *Population Housing and Employment Projections – Commercial and Industrial Land Needs Analysis* completed by Dillon Consulting in association with Metro Economics.

Attachments include the full report, and a presentation to Council by Tom McCormack of Metro Economics. The presentation will focus upon the population and employment portion of the full Report.

BACKGROUND

Launched in February 2018, Shape the Sault – New Official Plan Project is moving into Phase 2 of the work plan, which includes the development of high level policy directions.

To date, the Shape the Sault team has participated in over 40 events, including pop-up consultation at events and festivals, meetings with various stakeholders and public open houses to discuss specific focus areas of the Official Plan. Staff have had over 2,000 face to face conversations with the public to date.

The Shape the Sault stakeholders list and social media presence continues to grow and staff will continue to attend public events, organize stakeholder meetings and public open houses throughout the remainder of the work plan.

It is anticipated that a Draft Official Plan will be available for public review next winter.

ANALYSIS

The attached Council presentation focuses upon the Population and Employment projections completed by Dillon Consulting, in association with Metro Economics.

The presenter, Tom McCormack, is a Senior Forecasting Specialist with more than 40 years of experience assessing the economic and demographic potential at the national, provincial and local levels across both Canada and the United States.

The population projections form the basis of the 'Land Use Focus Area' of the Official Plan. The projections will be utilized to determine future residential, commercial and industrial land needs over the next 20 years.

In short, the Dillon Report projects the following to 2036:

Population/Housing – Total increase of 9,900 people requiring 4,000 new dwelling units.

Future Land Needs based upon Current Supply:

- Residential – Additional land of up to 106ha (262acres)
- Industrial– Surplus land of up to 342ha (845acres)
- Commercial– Additional land of up to 74ha (183acres)

Next Steps

'Land Use' is the next focus area of the New Official Plan Project. Planning staff, in consultation with various city departments and stakeholders will conduct an analysis of future land needs and identify future growth areas where appropriate.

A variety of policy options will be explored that may also have the effect of accommodating a portion of future growth upon currently available lands. For example, attaining higher residential densities in new development could reduce the deficit.

FINANCIAL IMPLICATIONS

As part of the 2017 Capital Budget, Council allocated \$250,000 to fund the new Official Plan Project.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan will form the basis of many of the policy directions contained in the new Official Plan, especially as it relates to the Strategic Focus Areas of Community Development and Partnerships, Infrastructure, Service Delivery and Quality of Life.

RECOMMENDATION

Resolved that the Report of the Senior Planner dated 2019 01 28 concerning Population and Employment Projections be received as information.

Respectfully submitted,



Peter Tonazzo, RPP

Senior Planner

705.759.2780

p.tonazzo@cityssm.on.ca

The City of Sault Ste. Marie
Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis



FINAL REPORT: LAND NEEDS ANALYSIS

September 25, 2018



1 Introduction to this Report

This report provides an analysis and discussion of the population, housing and employment projections for Sault Ste. Marie and how this translates into the demand for land in the City. This includes determining the land needs for residential, commercial, institutional and major employment lands and will be used to inform the City’s update to its Official Plan. As

defined by the 2014 Provincial Policy Statement (PPS), a comprehensive review for an Official Plan means a review based on population and employment projections and how best to accommodate development while protecting provincial interests. The report includes the following:

1

Population Forecast

This forecast was prepared and then updated by metroeconomics to reflect the recently released 2016 Census. The working assumptions behind the population forecast are explained.

2

Projected Land Needs

The projected land needs analysis relies on the forecasts as an input. It factors in OP policy direction and statistics from the City, as well as growth assumptions from the planning team. This calculation is for residential, commercial (excluding retail trade), institutional and major employment.

3

Retail Trade

This section determines the spending of households in the primary and secondary trade areas to identify the projected land needs when looking at goods sales. The work for this methodology is described in full.

2 metroeconomics Population Forecast

In developing the projections, we used our proprietary sub-provincial projection system that integrates expectations regarding both the economic and demographic prospects of the area. The projections developed here consider the potential for employment growth in those industries that define its economic base, and the potential for supplying enough workers to fill those jobs.

The potential for employment growth is assessed against the backdrop of national and provincial trends in employment by industry. The potential for labour force growth takes into account such factors as the aging-in-place and gradual retirement of the Baby Boom generation and the need for the recruitment of new workers to replace the retiring Boomers and to fill the new jobs expected to be created.

2.1 The Sault Ste. Marie Metropolitan Area

Statistics Canada defines some 150 or so metropolitan areas across the country. Census Metropolitan Areas, or CMAs, consist of a group of contiguous municipalities (CSDs) with a core city of 100,000-plus people. Census Agglomerations, or CAs, are similar to CMAs but they are less populated and have a core city of between 10,000 and 100,000 people. The municipalities defining each CMA and CA exhibit a high degree of economic and social interdependence as revealed through commuting, shopping, and recreation travel patterns.

Statistics Canada defines the Sault Ste. Marie Census Agglomeration (CA) (population of 78,159 in 2016) as being the City of Sault Ste. Marie (73,368) plus MacDonald, Aberdeen and Meredith Township (1,609), Laird Township (1,047), Prince Township (1,070), Garden River First Nations Reserve (1,125) and Rankin Location Batchewana First Nations Reserve (population not reported). **Figure 1** provides a map of the Sault Ste. Marie CA which StatCan refers to as CA 590 (components of the CA fall within the shaded grey outline).

In carrying out projections for a City such as Sault Ste. Marie – that is for one which is the core municipality of a CA – we would typically start with projections for the CA as a whole followed by projections for the City. But because the City in this case, for all intents and

purposes, defines the CA – accounting for 94 percent of its population and 98 percent of its jobs – we have developed projections for the City only.

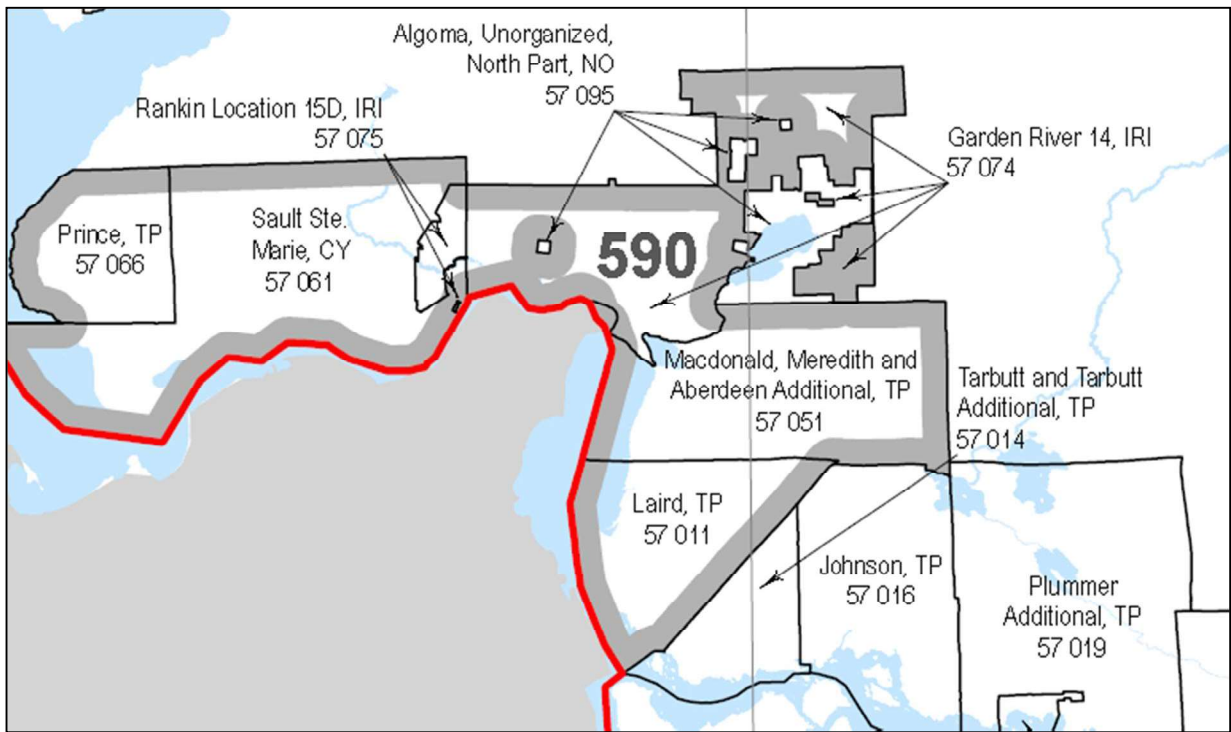


Figure 1: Map of the Sault Ste. Marie Census Agglomeration
Source: Statistics Canada

2.2 Defining Sault Ste. Marie's Economic Base

Drawing on Census 2016 data regarding employment by place-of-work by industry and using a procedure known as location quotient assessment we decomposed jobs in Sault Ste. Marie into those that define its economic base and those that serve the local population (**Table 1**). Economic base (EB) jobs provide goods and services primarily to people and businesses outside of the reference metropolitan area while community base (CB) jobs provide services primarily to the local population. Jobs in each metropolitan area are decomposed into their EB and CB parts as follows: (a) primary and manufacturing jobs are assumed to primarily produce for markets outside of the metro area; (b) jobs in service industries that exceed the norm per capita are assumed to primarily produce for markets

outside of the metro area (hence that portion of those service industries is said to be producing tradable services).

Economic base (EB) industries are considered to be those that drive overall growth:

- Agriculture, mining, and manufacturing;
- Exportable services (higher order education, health care, business services); and,
- Tourism services (retail sales, accommodation, food, recreation, entertainment).

Without economic base growth overall growth typically will not occur:

- EB growth drives employment and population growth;
- Population growth drives community base (CB) growth; and,
- CB growth drives additional population growth.

In **Table 1** the “norms per capita” are developed by comparing jobs per 1,000 persons by industry in Sault Ste. Marie to jobs per 1,000 persons by industry province-wide. Where the City’s jobs per persons ratio exceeds that of the province in the service industries, it is assumed the excess number represent workers producing services in the City for non-residents. For example, the City’s ratio for health and social services at 71 jobs per 1,000 people is much higher than the provincial average of 51. The difference – 20 jobs per 1,000 residents or 1,523 jobs out of a total of 5,410 jobs in health and social services – reflects services being provided to people coming to the City from the surrounding area where such services are not available in order to obtain such services. In a similar vein, there are “excess” jobs in retail trade and in accommodation and food indicating the City is serving as a regional centre for these services as well. The total employment by place of work per 1,000 residents is greater in Sault Ste. Marie than the provincial average as Sault Ste. Marie is a self-contained metropolitan area. While Ontario’s population mostly lives in metropolitan areas, the provincial average takes into account rural areas. Sault Ste. Marie has no rural areas included in its employment base and therefore produces a higher number than the province.

	Ontario		Sault Ste. Marie		Sault Ste. Marie		SSM
Population and employment by industry	Employed	/ 1,000	Employed	/ 1,000	EB	CB	EB%
Total population	13,448,494	---	73,368	---	---	---	---
Total employment by place-of-work	5,867,270	436	31,045	444	8,265	22,780	27
Agriculture, other primary	88,450	7	110	2	110	0	100
Mining, oil and gas	24,705	2	75	0	75	0	100
Utilities	43,785	3	310	4	55	255	18
Construction	213,400	16	1,015	19	232	783	23
Manufacturing	624,260	46	3,605	60	3,605	0	100
Wholesale trade	238,335	18	565	10	0	565	0
Retail trade	707,530	53	4,450	62	739	3,711	17
Transportation, warehousing	232,090	17	955	13	0	955	0
Information, culture	153,455	11	360	4	0	360	0
Finance, insurance	483,235	36	1,355	19	0	1,355	0
Professional, scientific, technical services	497,790	37	1,110	16	0	1,110	0
Other business services	234,280	17	1,745	23	430	1,315	25
Education	460,690	34	2,460	34	0	2,460	0
Health, social services	680,110	51	5,410	71	1,523	3,887	28
Arts, entertainment, recreation	119,330	9	1,125	16	513	612	46
Accommodation, food	420,400	31	2,630	31	0	2,630	0
Other services	257,000	19	1,215	18	0	1,215	0
Government	388,425	29	2,550	42	983	1,567	39

Table 1: Economic Base and Community Base Jobs in Sault Ste. Marie in 2016
Source: Statistics Canada and metroeconomics

Table 1 reveals that 8,265 of the City’s 31,405 jobs in 2016 are considered to be economic base jobs or 27 percent. Within the economic base group (see the column indicated as EB under Sault Ste. Marie) the major industries are manufacturing (3,605 jobs); health and social services (1,523); tourism (total of 1,252 including 739 in retail and 513 in arts, entertainment and recreation); and government (983).

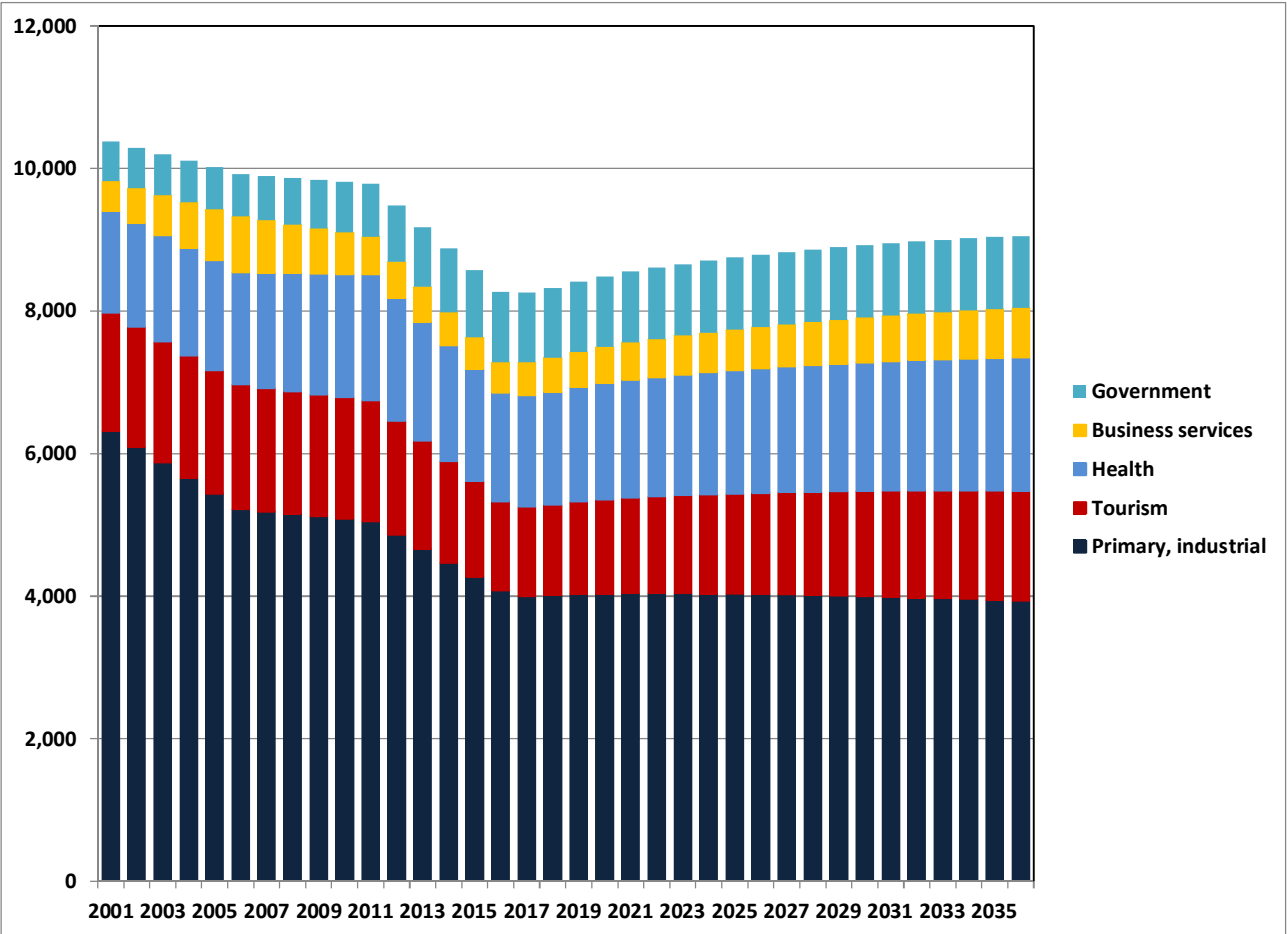


Figure 2: Economic Base Jobs in Sault Ste. Marie, 2001 to 2036
Source: Statistics Canada and metroeconomics

Sault Ste. Marie witnessed a decline in its economic base employment between 2001 and 2016 with the major losses occurring in manufacturing (**Figure 2**). Drawing on *metroeconomics'* projections for employment province-wide by industry, but reflecting the fact that Sault Ste. Marie has not kept pace with the province in the past; we project the City's EB jobs will increase from 8,265 in 2016 to 9,055 in 2036 with further declines in manufacturing employment offset by gains in health and social services, tourism and, less so, government. These past and projected future trends are summarized in **Figure 2**.

Assumptions Built into the *metroeconomics* Projection System

- Our projection system, like most others, includes a standard age-cohort model
- The model assumes future fertility rates by age of mother, mortality rates by age and gender and in- and out-migration shares by age and gender based on historical trends
- Future net in-migration is determined primarily by the future need for workers
- The future need for workers is determined by demand and supply conditions
- The demand for future workers is determined by the future growth of jobs
- The supply for future workers is determined by the share of those aged 20 to 69 who work
- Several factors affect the number and share of people 20 to 69 who work:
 - Gross in- or out-migration flows of those aged 20 to 69 is the major factor
 - Rates of retirement at various age levels impact the share who work
 - Our projection system simultaneously captures these interdependent factors
- In our system, future net migration is primarily determined by future labour requirements (most other systems simply assume future flows of net in- or out-migration based on past trends)

Our approach simultaneously captures the impacts on the future population of a range of important factors including the changing economic environment, the aging of the Baby Boom Generation, improving rates of life expectancy, etc.

2.3 Sault Ste. Marie’s Current and Future Population Base

Like all other communities across Canada, the City of Sault Ste. Marie’s Baby Boomers stand out. This group – born between 1946 and 1966 – by 2016 was between the ages of 50 and 70. **Figure 3** indicates that persons aged 52 and over accounted for a greater share of the City’s total population in 2016 (43.3 percent) than the province’s total population (35.2 percent).

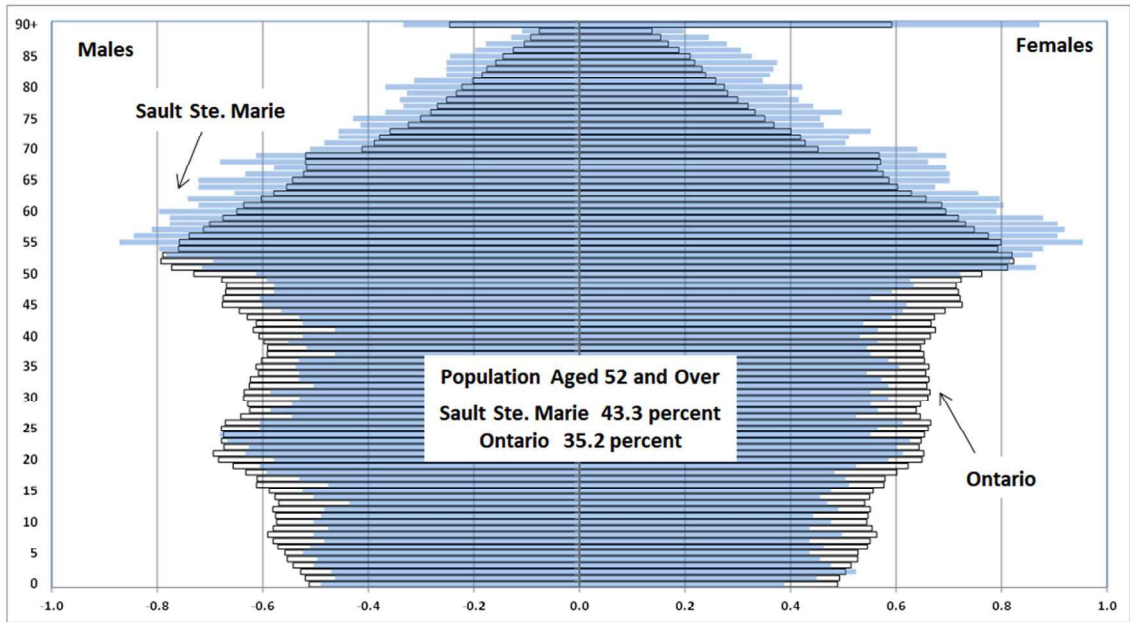


Figure 3: Population by Age and Gender as a Percent Share of the Total Population in 2016, Sault Ste. Marie and Ontario
Source: Statistics Canada

Over the next two decades, those among the Baby Boom generation who worked will retire. Most of them will remain as residents of the City until they pass away. That means they will continue to require local services, which in turn means the City’s community base jobs will remain steady even as the Boomers retire. But the retiring Boomers will need to be replaced in the workforce. Since the Baby Boom generation did not fully replace itself – the total fertility rate has been well below the replacement rate of 2.1 children per female for decades – the positions the Boomers vacate throughout Canada and in Sault Ste. Marie will need to be filled by migrants.

Annual flows of positive net in-migration – most aged 20 to 40 years – will result in a growing population overall for the City. Their arrival, in turn will expand the need for additional community base employment in the City. This, in turn, will lead to further net in-

migration, etc., until the labour market is in balance. The Baby Boom retirement phenomenon will have a significant impact on population growth throughout Canada and in all of its communities including Sault Ste. Marie through to 2036.

The result is that the City’s population will grow over the next two decades even though the City’s economic base employment total will not reach its previous peak level between now and 2036 (as indicated earlier in **Figure 2**).

Our projections indicate that Sault Ste. Marie’s total population will increase (all numbers in the text are rounded to the nearest 100) from 73,400 in 2016 to 83,300 by 2036 for a gain of 9,900. Persons aged 20 to 74 will increase from 51,200 to 55,000 or by 3,800 over that span while total employment will increase from 31,000 to 36,900 or by 5,900 overall. Thus the share of persons aged 20 to 74 who work will increase from 61.8 percent in 2016 to 66.8 percent in 2036 reflecting the expectation that many Baby Boomers will continue working beyond the age of 65. These trends are illustrated in **Figure 4**.

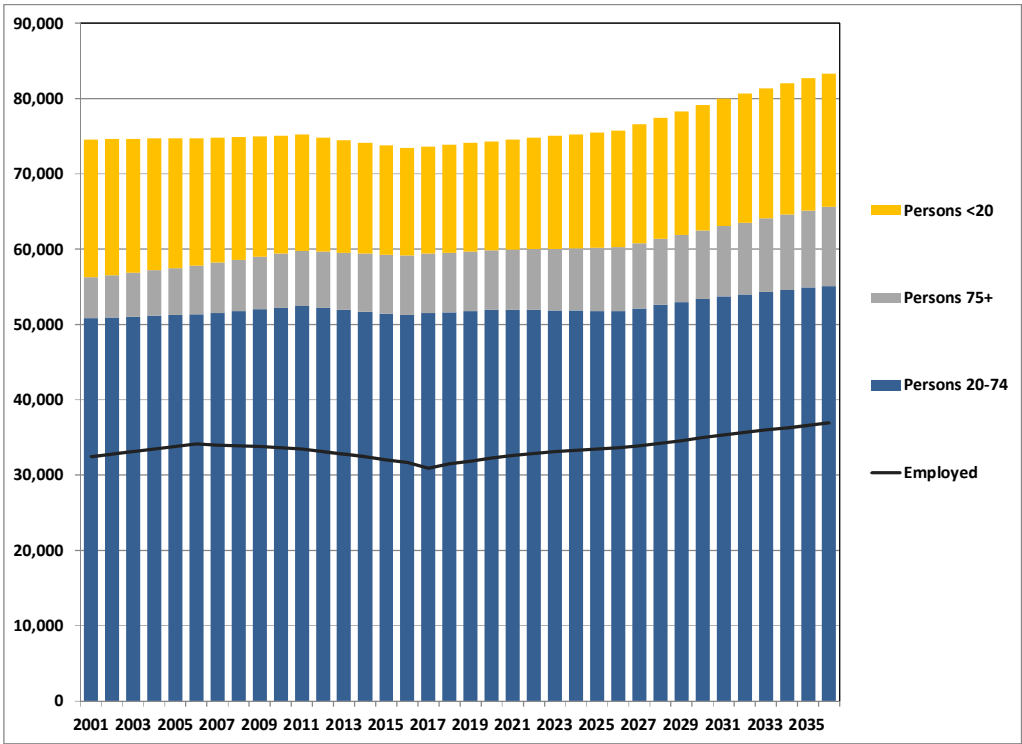


Figure 4: Sault Ste. Marie Population by Major Age Group and Total Employment, 2001 to 2016 (Actual); 2017 to 2036 (Projected)
Source: Statistics Canada and metroeconomics

2.4 Summary of the Projections for Sault Ste. Marie

Table 2 on the following page provides details of the population, dwelling and employment projections for Sault Ste. Marie developed here. Key trends include the following:

- The City’s total population will increase by about 9,900 between 2016 and 2036¹;
- Major age group gainers include:
 - persons under 15 (up 2,800);
 - persons 15 to 19 (up 700);
 - persons 35 to 44 (up 3,400);
 - persons 45 to 54 (up 1,000);
 - persons 75 and over (up 2,700);
 - persons 65 to 74 (up 1,500);
- The population aged 20 to 24 and 25 to 29 will hardly change; and,
- The population aged 55 to 64 will fall (down 2,200).

These unbalanced changes across the age spectrum are the result of the Baby Boomers aging in place (leading to population gains among those over 55) and the in-migration and aging in place of younger people and their offspring.

The population gains described above will result in the need for almost 4,000 new dwellings in the City over the next two decades. Most of these needs centre on single-detached units (up 2,600) and low and high rise apartments (up 900 combined). The average number of persons-per-unit will increase slightly from 2.25 in 2016 to 2.28 in 2036 since most of the new units will be needed to accommodate relatively young, family-oriented migrants to the community.

Employment by place of work by industry – including not only the economic base but also the community base jobs – will increase, as noted earlier, by about 5,900 between 2016 and 2036. The major gainers by industry include the following:

- Health and social services (up 1,200 employees);

- Construction (up 700 employees)
- Professional, scientific and technical services (up 600 employees);
- Other business services (up 1,000 employees);
- Education (up 600 employees);
- Accommodation and food (up 600 employees);
- Arts, entertainment, and recreation (up 600 employees);
- Wholesale trade and retail trade (each up 200 employees); and,
- Finance, insurance and real estate (up 200 employees).

All other categories will change by less than 100 except manufacturing which will decline by 300. Note that while manufacturing jobs are projected to decline (at an average annual rate of 0.4 percent), real GDP is expected to increase at an average annual rate of 1.0 percent. This occurs because manufacturing productivity will grow faster at 1.4 percent per year than output as manufacturing jobs continue to be threatened, but manufacturing output continues to be enhanced, by rapid rates of technological change and automation. Technological change is also slowing the rates of job growth in other industries such as wholesale and retail trade, information and culture, and even government, industries that, like manufacturing, were once major sources of employment growth.

¹ The years 2016 and 2036 were used for the purposes of creating the forecast as they were reliant on the 2016 census data. The calculations continued until the year 2041 and the figures for 2018 and 2038 were then taken for the purposes of this exercise.

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Table 2: Sault Ste. Marie Projections Summary: 2011 and 2016 (actual); 2021, 2026, 2031 and 2036 (projected)

			Annual	Levels			2016-2036	
	2011	2016	2021	2026	2031	2036	Change	AAPC
Total population	75,190	73,415	74,574	75,734	79,978	83,318	9,903	0.7
5 year change	445	-1,775	1,159	1,159	4,245	3,339	9,903	-----
Sources of population change								
Births (5 year cumulative)	3,206	3,189	3,167	3,220	3,244	3,425	13,057	-----
Deaths (5 year cumulative)	3,976	4,474	4,922	5,162	5,381	5,681	21,146	-----
Net Natural (births less deaths)	-770	-1,285	-1,755	-1,941	-2,138	-2,255	-8,089	-----
Net migration (5 year cumulative)	1,215	-490	2,914	3,101	6,382	5,595	17,992	-----
Population by major age group	75,190	73,415	74,574	75,734	79,978	83,318	9,903	0.7
Persons 00-14	10,685	10,455	11,197	11,784	12,483	13,208	2,753	1.3
Persons 15-19	4,700	3,840	3,443	3,701	4,464	4,509	669	0.9
Persons 20-24	4,745	4,525	3,708	3,339	3,812	4,530	5	0.0
Persons 25-34	8,300	8,245	8,942	8,416	8,111	8,384	139	0.1
Persons 35-44	8,475	8,005	8,654	9,818	11,263	11,400	3,395	2.1
Persons 45-54	12,360	10,075	8,695	8,444	9,472	11,062	987	0.5
Persons 55-64	11,090	11,820	12,354	10,856	9,630	9,590	-2,230	-0.9
Persons 65-74	7,460	8,570	9,603	10,866	11,460	10,081	1,511	0.9
Persons 75+	7,375	7,880	7,977	8,508	9,283	10,554	2,674	1.7
Total dwellings	32,485	32,635	33,383	33,869	35,429	36,579	3,944	0.6
Single-detached	21,240	21,220	21,738	22,070	23,064	23,784	2,564	0.6
Semi-detached	1,975	1,840	1,877	1,898	1,992	2,061	221	0.6
Row house	955	970	991	997	1,043	1,093	123	0.6
Apartment, detached duplex	1,335	1,500	1,522	1,529	1,602	1,660	160	0.5
Apartment, building 5+ storeys	2,170	2,120	2,174	2,245	2,364	2,461	341	0.8
Apartment, building <5 storeys	4,810	4,875	4,972	5,019	5,246	5,398	523	0.5
Other single-attached house	0	100	98	101	109	114	14	0.7
Movable dwelling	0	10	10	9	8	8	-2	-0.9
Persons per unit	2.31	2.25	2.23	2.24	2.26	2.28	0.03	-----
Total employed by place-of-work	33,405	31,045	32,715	33,654	35,435	36,938	5,893	0.9
Agriculture, forestry	120	110	97	88	79	70	-40	-1.8
Mining, oil and gas	25	75	79	82	85	87	12	0.8
Utilities	300	310	321	326	341	353	43	0.7
Construction	1,425	1,015	1,146	1,289	1,479	1,675	660	3.3
Manufacturing	4,520	3,605	3,539	3,490	3,416	3,322	-283	-0.4
Wholesale trade	750	565	660	687	737	780	215	1.9
Retail trade	4,695	4,450	4,478	4,479	4,584	4,627	177	0.2
Transportation, warehousing	965	955	985	1,002	1,054	1,095	140	0.7
Information, culture	320	360	351	335	330	321	-39	-0.5
Finance, insurance, real estate	1,435	1,355	1,417	1,430	1,490	1,531	176	0.6
Professional, scientific, technical services	1,205	1,110	1,271	1,390	1,566	1,740	630	2.8
Other business services	1,740	1,745	2,095	2,301	2,576	2,847	1,102	3.2
Education	2,565	2,460	2,697	2,754	2,912	3,042	582	1.2
Health, social services	5,325	5,410	5,826	6,030	6,373	6,659	1,249	1.2
Arts, entertainment, recreation	1,180	1,125	1,269	1,397	1,559	1,721	596	2.6
Accommodation, food	2,320	2,630	2,736	2,848	3,069	3,268	638	1.2
Other services	1,360	1,215	1,180	1,157	1,172	1,173	-42	-0.2
Government	3,155	2,550	2,567	2,569	2,613	2,628	78	0.2
GDP Total (\$2007 millions)	3,027	2,867	3,115	3,319	3,630	3,949	1,082	1.9
Manufacturing	537	475	501	525	548	570	95	1.0
All other industries	2,490	2,392	2,614	2,794	3,082	3,379	987	2.1

Source: Statistics Canada and metroeconomics

3 Projected Land Needs

The population numbers derived by metroeconomics are the first step in determining the land needs of Sault Ste. Marie. Once the population numbers were forecast, the planning team was then able to take the numbers and use them to calculate how the increase in population will impact the amount of land needed to accommodate the expected growth. The forecast uses the 2016 census and calculated growth up until 2036 as provided by metroeconomics in **Section 2**. The forecast also provided numbers continuing until 2041. To use numbers that are reflective of Sault Ste. Marie now, the numbers for 2018 and 2038 were taken from this forecast for the purpose of the projected land needs to demonstrate a 20 year planning horizon from the present year.

An important consideration when estimating growth is determining whether or not the City will be able to accommodate the estimated population increase. To do this, the planning

team converted these population numbers into dwelling units and employee numbers to determine how many additional dwellings would be needed and how much space would be required to accommodate future jobs. This was done using a detailed breakdown of the metroeconomics forecast numbers which showed employee numbers per year by industry and dwelling numbers per year.

The following sections describe the process used to conduct this residual land needs analysis for residential, commercial (excluding retail trade), institutional, and major employment uses. Each of these land use types was analysed to see whether there is enough land within the City to accommodate this projected growth. Analysis specific to commercial retail trade is detailed separately in **Section 4**.



3.1 Residential Land Needs

3.1.1 Method

The residential land needs analysis was drawn from the population and dwelling forecast for the years 2018 (32,968 dwellings) and 2038 (36,912 dwellings). The conversion of population to dwellings was based on persons per unit numbers as outlined in **Section 2**. The number of dwellings for 2018 was then subtracted from 2038 to create a total forecasted housing demand. This was calculated to be a change of 3,944 dwellings.

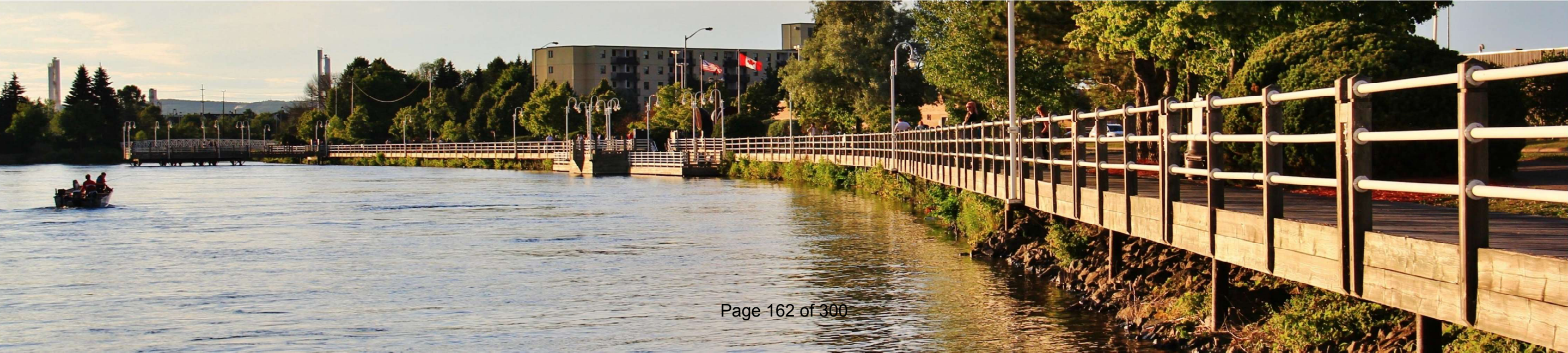
From the total housing demand, dwellings that would be developed as rural residential or as intensification units then needed to be subtracted to provide a settlement area greenfield housing demand number. To determine the number of dwellings which would be allocated to rural areas or at key intensification sites, the planning team referred to the City’s Official Plan (OP). The OP does not provide an allocation percentage, or any other figures, which would indicate the placement of any future dwellings to intensification sites. The adjustment for intensification was therefore zero. As for rural allocation, Section 2.3.6 of the OP states there not more than 10% of new residential development should occur in rural areas. As this is the ceiling limit on rural allocation, 10% of forecasted dwellings were allocated to rural areas, meaning 394 rural lots. This left 3,550 lots to be allocated to the urban area.

An adjustment was then made to consider any applications currently in process that would help absorb some of the forecasted demand for future dwelling units. This was done to determine a resultant number of new dwellings to be accommodated by the year 2038. The number of applications in process (as received by the planning team from the City) was

395 dwellings. The final number of dwellings to be allocated therefore is calculated to be 3,155 dwellings.

This overall greenfield housing number was then broken down into dwelling type. The OP does not provide details on the mixture of dwelling types, so this was created by determining the split of dwellings drawn from metroeconomics’ forecast. For single dwellings, this was calculated to be 65.3%, for semis it was 6%, townhouses were 2.9%, and apartments were 25.8%. A key assumption used during this analysis is that this housing mix will remain constant for the entire 20 year period. While this is not likely the case, in reality, it is difficult to determine how the housing mix will change over the years. The total dwelling growth of 3,155 dwellings was then broken down to determine the number of singles, semis, townhouses, and apartments to be expected by 2038. This resulted in 2,060 singles, 190 semis, 92 townhouses and 813 apartment units.

The dwellings then needed to be converted into gross hectares to determine the land demand. This was done by identifying the density targets for each of the dwelling types and dividing the number of dwelling in each dwelling type by its corresponding density target. The density targets for each dwelling type are typically found in a municipality’s OP; however, the City’s OP is not specific on housing densities by type. Density numbers were therefore provided by City staff based on densities in current development applications. The City’s assumptions for density numbers were 15 units per net hectare for singles and semis, 24 units per net hectare for townhouses, and 40 units per net hectare for



apartments. This was converted to gross hectares by taking 80% of the net hectare figure. This density was then applied to the unit numbers for each dwelling type to create a gross land demand per type. This resulted in a demand of 171.7 gHa for singles, 15.8 gHa for semis, 4.8 gHa for townhouses and 25.4 gHa for apartments. Added together, this creates a total of 218 gHa, which is the total land needed to meet the future demand for housing.

This figure was then compared against the available designated greenfield land as provided by the municipality. This was to determine the residual and whether or not there was enough land to accommodate this growth and if not, how many additional hectares are needed to do so. There are two types of residual land identified as part of this calculation:

- a residual based on serviceable greenfield land ONLY; and,
- a residual which takes into account partially serviced or unserviced greenfield land (i.e., ALL greenfield land).

The City identified 111.4 gHa of land designated as greenfield that is already serviceable and 11.9 gHa of designated greenfield land with partial or no services. The calculations demonstrate that there will be a residual demand for 106.3 gHa of land when only the serviceable land is considered, and a residual demand of 94.4 gHa if partially serviced or unserviced lands are considered as part of the City’s supply of residential land.

As for the rural area, the City identified that there are 234 lots available for rural development. With the 10% allocation figure of 394 lots being assigned to rural areas, this means there is a demand for an additional 151 lots to meet the growth.

The calculations for the residential land needs can be seen in detail in **Table 3: Residential Land Needs**.

3.1.2 Observations

This analysis shows that there is not enough land available to accommodate the forecasted growth under the current OP policy framework (i.e., “business as usual” approach). The City has identified that there are also an additional 611 units that are prime for intensification. However, as the OP does not identify a percentage of future units to be directed towards intensification sites, this is not factored into the calculations for the residual land needs analysis.

Further, Sault Ste. Marie is a growing City and is likely to follow the trend of other growing urban centres, which is away from sprawl and towards intensification. Good planning decisions aim to reduce sprawl to respond to the growing need to develop more efficiently and cost-effectively. Intensification is key because it can absorb some growth that would reduce the number of greenfield hectares, which is a more land-efficient and cost-effective approach.

In terms of how this work informs OP policy development, it is clear that the updated Sault Ste. Marie OP should have a well-defined allocation for growth in the settlement area vs. rural area, an intensification target, and a target housing mix.

Sault Ste Marie Residual Table 3: Residential

Residential Growth			OP Dwelling Allocation					
2018 Current Dwelling Units *	2038 Future Dwelling Units *	Total Growth Expected	Rural Dwelling Allocation	Remaining Urban/Greenfield Dwelling Allocation	Dwelling Intensification Allocation	Remaining Greenfield Dwelling Allocation	Applications Currently in Process	Greenfield dwellings to allocate
32968 Dwellings	36912 Dwellings	3944 Dwellings	10.0%	3550 Dwellings	0.0%	3550 Dwellings	395	3155 Dwellings

OP Dwelling Mix Percentage**			
Singles	Semis	Townhouses	Apartments
65.3%	6.0%	2.9%	25.8%

OP Dwelling Mix				OP Density - Gross Units Per Hectare***			
Singles	Semis	Townhouses	Apartments	Single House Density	Semi	Townhouse Density	Apartment Density
2060 Units	190 Units	92 Units	813 Units	12.0 UpGH	12.0 UpGH	19.2 UpGH	32.0 UpGH
				***Net densities provided by staff and covered to gross density 80%			
				Low 15.0 UpNH	Low 15.0 UpNH	Medium 24.0 UpNH	High 40.0 UpNH

Gross Land Demand				
Singles	Semis	Townhouses	Apartments	Total
171.7 gHa	15.8 gHa	4.8 gHa	25.4 gHa	218 Gross Hectares

Greenfield Designated & Servicable	Urban Residual A Hectares of Unmet Demand	Greenfield Designated with Partial Services or No Services	Urban Residual B Hectares of Unmet Demand
111.4 Gross Hectares	106.3 Gross Hectares	11.9 Gross Hectares	94.4 Gross Hectares

Rural		
Rural Demand (OP Allocation)	Rural Supply	Residual: Unmet Rural Lot Demand
394 lots	243 lots	151 lots

Intensification		
Intensification Demand (OP Allocation)	Intensification Supply	Residual: Unmet Intensification Unit Demand
0 Units	611 Units	-611 Units

*Source: MetroEconomics **Source: MetroEconomics, not the OP

3.2 Institutional Land Needs

3.2.1 Method

Calculating the residual land needs for institutional uses in Sault Ste. Marie follows a similar approach to residential – convert growth to land and determine whether additional land is needed – although, it involves a different set of calculations.

Firstly, the employment forecast by metroeconomics for the period 2018 to 2038 was reviewed to identify employment by type. The employment types were derived from the North American Industry Classification System (NAICS), available on the Statistics Canada website. These numbers have been listed for the following employment calculations for reference.

For institutional, the numbers for education (NAICS 61) and health / social services (NAICS 62) were compiled. Using metroeconomics’ numbers for 2018, this was 8,261 employees, and for 2038, it was 9,839 employees. The total growth expected was calculated to be 1,578 additional employees.

To determine the demand this employment growth creates, this number needed to be converted to gross hectares. The planning team used an employment density figure of 40 employees per net hectare. This is based on the planning team’s experience working in similar municipalities which have comparable sizes and growth rates. This was then converted to gross hectares by a conversion factor of 20%, recognizing that additional land beyond the lots themselves are required to develop future institutional land uses, such as roads. This results in an employment density of 32 employees per gross hectare. When applied to the 1,578 expected institutional employees, this results in an expected 49.3gHa of land to accommodate the increase.

With employment based land uses, it is generally agreed upon that there are some vacant buildings that are currently not being used. These empty spaces are capable of absorbing some of the expected growth. Therefore, an allowance was made for a 5% vacancy rate based on the planning team’s experience, recognizing that there is some available floor space for institutional purposes, but not suitable for occupancy/immediate absorption. The total demand for land, including the vacancy rate, was calculated to be 51.8 gHa.

The City provided the planning team with the number of current applications in process for institutional uses. With zero applications for institutional uses, there is no adjustment needed to the estimated demand, so it remains at 51.8 gHa. The available vacant institutional land in Sault Ste. Marie is 65.8 gHa, a number which was provided by the City. This means there is enough land within the City to accommodate the projected growth, with an additional 14 gHa of land that would remain unused and available beyond 2038. The calculations for the residential land needs can be seen in detail in **Table 4: Institutional Land Needs**.



3.2.2 Observations

Given that there is an anticipated 14 gHa surplus of institutional land, the City may need to consider a strategy to align the amount of designated institutional land to the supply, so that the updated OP conforms to the PPS.

Sault Ste Marie Residual Table 4: Institutional

a b c			d e f g h				
Institutional Employee Growth			Expected Institutional Ha Demand				Total Demand
Institutional Employment Number	Future Institutional Employment Number	Total Employee Growth Expected	Employment density net	Employment density gross	Land Needed	Vacancy Adjustment @ 5%	
8261 Employees	9839 Employees	1578 Employees	40.0 E/nHa	32.0 E/gHa	49.3 gHa	2.5 gHa	

i j		k	l	m	n	o p		q
Institutional Applications		Adjusted Demand		Urban Residual	Rural		Residual Applications in Process Gross	TOTAL RESIDUAL Hectares of Unmet Institutional Demand
Applications in process net	Applications in process, gross @ 20% conversion factor on net		Vacant Institutional Land	Hectares of Unmet Demand	Rural Institutional Land	Rural Applications in Process net		
0.0 nHa	0.0 nHa		65.8 gHa	-14.0 gHa	0.0 gHa	0.0 nHa	0.0 gHa	

3.3 Major Employment Land Needs

3.3.1 Method

The calculation for the major employment residual follows the same approach as institutional, except for land use-specific assumptions relevant to major employment land uses. The employment forecast was reviewed by employment type – major employment includes utilities (NAICS 22), construction (NAICS 23), manufacturing (NAICS 31-33), wholesale trade (NAICS 41) and transportation/warehouse (NAICS 48-49). For 2018, this was 6,495 employees, and for 2038 this was 7,292 employees. The total growth expected was calculated to be 797 additional employees.

For major employment, the employment density is significantly lower than employment density in institutional and commercial land uses; this is due to declines in manufacturing (that historically had high employment density) and automation that has reduced the number of workers in a variety of major employment sectors. The net employment density is assumed at a common Ontario standard of 10 employees per net hectare, which is based on the planning team’s experience. This number was then converted to gross hectares using a factor of 20% adjustment. The resulting calculation is approximately 99.6 gHa of land is needed to accommodate industrial uses.

Similarly to the major employment numbers, an allowance was also made for a 10% vacancy rate, recognizing that there is always some available floor space for major employment purposes but not suitable for immediate absorption (again relying on the planning team’s experience). This results in a total demand for land of 109.6 gHa.

The planning team factored in the number of applications currently in process using the numbers provided by the City. At the time, there were no active major employment development applications, and so no adjustments were made to the 109.6 gHa of land demand.

The available vacant major employment land in Sault Ste. Marie, according to numbers provided by the City is 452.2 gHa. Therefore, there is a surplus of 342.6 gHa for major employment uses, meaning there is enough land within the City to accommodate the projected growth. The calculations for the residential land needs can be seen in detail in **Table 5: Major Employment Land Needs.**

3.3.2 Observations

While there is a surplus of employment land in Sault Ste. Marie, the PPS promotes the long-term protection of lands for employment. As it relates to this work informing the OP update, the City may wish to consider a phasing strategy to manage the oversupply or consider a rationalization of what land is designated for the future.



Sault Ste Marie Residual Table 5: Major Employment

a b c			d e f g h				
Major Employee Growth			Expected Industrial Ha Growth				
Major Employment Number	Future Major Employment Number	Total Employee Growth Expected	Employment density net	Employment density gross	Land Needed	Vacancy Adjustment @ 10%	Total Demand
6495 Employees	7292 Employees	797 Employees	10.0 E/nHa	8.0 E/gHa	99.6 gHa	10.0 gHa	109.6 gHa

i j		k	l	m	n o p			q
Available Industrial Land		Adjusted Demand		Urban Residual Hectares of Unmet Demand	Rural			TOTAL RESIDUAL Hectares of Unmet Industrial Demand
Applications in process net	Applications in process, gross @ 20% conversion factor on net		Vacant Industrial Land		Rural Employment Land	Rural Applications in Process net	Residual Appliactions in Process Gross	
0.0 nHa	0.0 nHa		452.2 gHa		0.0 gHa	0.0 nHa	0.0 gHa	
		109.6 gHa		-342.6 gHa				-342.6 gHa

3.4 Commercial Land Needs (Excluding Retail)

3.4.1 Method

The residual analysis for commercial (excluding retail) is based on the forecasts by metroeconomics. The employment numbers were reviewed and those commercial activities representative of this category include: information and culture (NAICS 51), finance and insurance (NAICS 52), professional, scientific and technical services (NAICS 54), arts, entertainment and recreation (NAICS 71), accommodation and food (NAICS 72) and other services (NAICS 81). The forecasts for retail trade (NAICS 44-45) were excluded since retail trade has been analyzed separately through a more rigorous approach based on trade area and expenditures, as discussed in **Section 4** of this report.

The total number of employees in commercial jobs (excluding retail trade) for 2018 amounted to 9,868 employees, and for 2038, this was 12,907 employees. The total growth was calculated to be 3,039 employees. The employment density for commercial jobs was assumed to be the same as the institutional employment type, as these types of uses have similarly high employee density: 40 employees per net hectare. As per the other types, this was converted to gross hectares using a conversion factor of 20% which resulted in an employment density of 32 employees per gross hectare. This resulted in a total of 95 gHa needed to accommodate the forecasted growth.

A vacancy adjustment rate was also applied to this calculation. For commercial uses, this was determined to be 10%, based on the team’s experience. The resulting total land needed to accommodate commercial growth is 104.5 gHa. There were no active development applications for commercial, so no adjustment needed to be made for this.

According to the City, there is a total of 45.2 gHa of land available to accommodate commercial uses. When compared with the expected growth, there is a need for 59.3 gHa to meet the demand. The calculations for the commercial land needs can be seen in detail in **Table 6: Commercial Land Needs**.

3.4.2 Observations

Many of the commercial land uses included in this analysis can contribute to achieving mixed use development, and in certain instances are well-suited to help achieve intensification goals (e.g., an apartment building with main floor commercial). In updating

its Official Plan, the City should consider how some of this commercial growth can be guided to support mixed use and/or intensification, rather than being all greenfield development.

Sault Ste Marie Residual Table 6: Commercial

aCommercial Employment Growthb			dExpected Commercial Ha Growthe					f		g		h	
Commercial Employment Growth			Expected Commercial Ha Growth										
Commercial Employment Number	Future Commercial Employment Number	Total Employee Growth Expected	Employment density net	Employment density gross	Land Needed	Vacancy Adjustment	Total Demand						
9868 Employees	12907 Employees	3039 Employees	40.0 E/nHa	32.0 E/gHa	95.0 gHa	9.5 gHa	104.5 gHa						

iCommercial Applicationsj		kAdjusted Demand		lResidual	mUrban Residual		nRural			o		p		qTOTAL RESIDUAL Hectares of Unmet Institutional Demand	
Applications in process net	Applications in process, gross @ 20% conversion factor on net	Remaining land		Vacant Employment land	Hectares of Unmet Demand		Rural Commercial Land	Rural Applications in Process Net	Rural Applications in Process Gross						
0.0 nHa	0.0 gHa	104.5 gHa		45.2 gHa	59.3 gHa		0.0 gHa	0.0 nHa	0.0 gHa					59.3 gHa	

4 Retail Commercial Land Needs

4.1 Method, Assumptions, and Caveats

The general approach employed for the analysis of retail commercial land needs follows several steps, outlined below:

- Delineation of the Sault Ste. Marie trade area in order to determine the market for retail goods and services in Sault Ste. Marie;
- Review of relevant market trends;
- Enumeration of existing retail commercial floor space in Sault Ste. Marie (i.e., supply);
- Estimation of expected expenditure levels for specific types of retail goods and services using population projections to 2038;
- Calculation of estimated residual market demand and resulting floor space needs using assumed sales efficiency rates; and
- Calculation of estimated residual land needs once accounting for factors such as the impact of e-commerce, floor space vacancy reuptake rates, and land coverage rates.

The analysis uses 2016 as its base year and estimates the need for lands designated for retail commercial purposes in intervals up to the year 2038.

The following subsections describe the analytical approach in greater detail, including assumptions made and caveats applicable to the analysis.

4.1.1 Income and Expenditure Estimation Model

The findings of the analysis are based on the assumption that a household’s spending patterns directly relate to its income, such that higher levels of income lead to higher levels of expenditure for certain types of retail goods and services.

This assumption is tested using linear regression, a proven statistical method which allows us to understand the relationship between these two variables. The linear regression model used in this analysis uses income and expenditure data from the 2015 *Survey of Household Spending* and the 2016 *Retail Trade Survey*. Applying this method to analyze

historical income and expenditure data shows that there is a strong positive correlation between the two variables; such that an increase in income will likely lead to an increase in expenditure.

Given this relationship between income and spending, the model is used to predict expenditure levels of a particular type of good for a given level of income. Using income data for the Primary and Secondary Trade Areas, the model allows us to estimate annual retail expenditure levels for Sault Ste. Marie and the surrounding area.

The data used to build the model and resulting regression equations are detailed in the attached appendices. **Appendix A** details the per-capita income and expenditure indices used to calculate the regression equations used by the predictive model. **Appendix B** lists the reported values for annual retail sales by store type for Ontario in 2016, as well as estimated per-capita values; this data is sourced from Statistics Canada’s annual *Retail Trade Survey*. **Appendix C** lists the average income and population for each of the trade area geographies. **Appendix D** lists the per-capita income and expenditure indices computed using the regression equations detailed in **Appendix A** as well as the estimated levels of annual retail expenditure by spending category for the Primary and Secondary Trade Areas. These values are computed using the expenditure data listed in **Appendix B** and the average income and population values listed in **Appendix C**.

4.1.2 Trade Area Boundaries

A trade area represents a geographic area from which retailers would normally expect to derive the majority of their customers. Retail market studies typically delineate both primary and secondary trade areas. The primary trade area is typically representative of the geographic area in which a majority of customers and/or spending originate (e.g., 55% to 70%); the secondary trade area typically represents a further 15% to 20% of consumer demand.

Current license plate survey and consumer telephone survey data were not available for use in defining the ‘demand watershed’ for this analysis. Previous retail studies were

limited in scope and were not intended to fulfill the function of a comprehensive city-wide study, limiting the comparability of the geographic boundaries used. Furthermore, the limited scope of work for this analysis implied that only publicly-accessible sociodemographic datasets would have to be used, ruling out the ability to define custom geographic boundaries for the purposes of data requests.

Accordingly, the geographic boundaries of the primary and secondary trade areas had to be defined using local knowledge and consultant input.

4.1.3 Population Estimates and Projections

Population values for the years 2016 to 2038 for the province of Ontario, Algoma census district, Sault Ste. Marie census subdivision and the thirteen census subdivisions that make up the Secondary Trade Area were used in this analysis. Values for all geographies in the 2016 base year were sourced from the Census of Canada. Estimated and projected values for the Sault Ste. Marie census subdivision in 2017 and future years to 2038 were prepared by metroeconomics (see **Section 2** of this report for further detail). Estimated and projected values for the thirteen census subdivisions that make up the Secondary Trade Area were derived by the consultant team in proportion to the values for the higher-order Algoma census division.

4.1.4 Local Capture and In-flow Rates

The *local capture rate* is the share of total estimated expenditure for a given retail category which will end up being spent within a given trade area by the consumers who live within that trade area. Conversely, the remainder not included in the local capture rate can be thought of as a “leakage” rate; that is, the share of total estimated expenditure for a given retail category attributable to consumers who live within that trade area but which will end up being spent outside that trade area. The *expenditure in-flow rate* is the share of total estimated expenditure for a given retail category which will end up being spent within a given trade area by consumers who live outside that trade area.

Local capture and in-flow rates are key inputs into the analytical model used in this analysis as they are used to calibrate estimated expenditure levels for specific trade areas. These rates are typically determined using area-specific population surveys, such as telephone surveys (used to understand the geographic distribution of retail spending within and

outside a given trade area) and/or license plate surveys (used to understand the geographic distribution of consumer demand for a given retail expenditure category at a site-specific level).

Current survey data representative of the city-wide population was not available for use in this analysis. Accordingly, reasonable assumptions were made following a review of previous retail studies and application of the professional judgment of the consultant team in concert with local knowledge from staff. Local capture rates are set for the Primary and Secondary Trade Areas, and expenditure in-flow rates are set for the overall Sault Ste. Marie Trade Area, for each major retail expenditure category and each of the milestone years of the analysis; detailed values are given in **Table 1** through **Table 5** in **Appendix F**.

4.1.5 Retail Floor space Inventory

A current, city-wide inventory of retail floor space was not available for use in this analysis. Accordingly, reasonable assumptions were made following a review of previous retail studies and application of the professional judgment of the consultant team in concert with local knowledge from staff.

4.1.6 Cross-Border Shopping

Cross-border shopping is a recognized peculiarity of the Canadian retail landscape. This is especially true in border locations such as Sault Ste. Marie, where access to the US retail market is both geographically proximate and relatively easy. Cross-border shopping can take many forms: retail sales wherein the purchaser is Canadian but the entire transaction takes place in a US location; sales where the purchaser is in Canada but orders from an American retailer and picks up the goods in the US; or sales where the purchaser is in Canada and has the goods delivered to Canada from an American retailer.

Due to limitations in publicly-available survey data, it is inherently difficult to estimate the relative impact of cross-border shopping on overall retail sales in Canada. However, it can be reasonably assumed that cross-border shopping is likely to respond to changes in the exchange rate between the US dollar and the Canadian dollar; that is, cross-border shopping is likely to peak when the Canadian dollar is strongest relative to the US dollar. It can be reasonably assumed that cross-border shopping is likely heavily-weighted towards a

single direction; that is, cross-border shopping is likely to take the form of Canadian spending at American retailers.

With these assumptions in mind, this analysis accounts for the ‘leakage’ that may occur through cross-border shopping by way of reduced local capture rates, with consideration paid to the propensity for cross-border shopping to be more prevalent within specific retail categories.

4.2 Market Characteristics

The following sections describe the key market characteristics that form the foundational elements of the retail market analysis.

4.2.1 Trade Area

The boundary of the Primary Trade Area was set to match that of the Sault Ste. Marie census subdivision boundary as of the 2016 census period (i.e., the Primary Trade Area boundary matches the municipal boundary used by the City itself). The boundary of the Secondary Trade Area was defined to include thirteen surrounding census subdivisions:

- Bruce Mines;
- Garden River 14;
- Hilton;
- Hilton Beach;
- Jocelyn;
- Johnson;
- Laird;
- Macdonald, Meredith and Aberdeen Additional;
- Plummer Additional;
- Prince;
- Rankin Location 15D;
- St. Joseph; and
- Tarbutt and Tarbutt Additional

Taken together, the Primary Trade Area and the Secondary Trade Area are collectively referred to as the Sault Ste. Marie Trade Area, boundaries for which are depicted in **Figure 1** in **Appendix E**.

4.2.2 Population

Table 7 details the estimated and projected population growth for the Sault Ste. Marie Trade Area between the base year of the analysis (2016) and the horizon year (2038). Population decline is assumed to occur over the study period in all thirteen Secondary Trade Area census subdivisions, with the Primary Trade Area itself making only modest gains in population over the same period.

Table 7: Population Estimates and Projections, Sault Ste. Marie Trade Area, 2016 and 2038

Geography	Trade Area	Estimated Population, 2016	Projected Population, 2038
Sault Ste. Marie	Primary	73,368	84,184
Bruce Mines	Secondary	580	541
Garden River 14	Secondary	1,125	1,050
Hilton	Secondary	305	285
Hilton Beach	Secondary	170	159
Jocelyn	Secondary	315	294
Johnson	Secondary	750	700
Laird	Secondary	1,050	980
Macdonald, Meredith and Aberdeen Additional	Secondary	1,610	1,503
Plummer Additional	Secondary	660	616
Prince	Secondary	1,010	943
Rankin Location 15D	Secondary	N/A	N/A
St. Joseph	Secondary	1,240	1,158
Tarbutt and Tarbutt Additional	Secondary	535	499
Total Population	Primary Trade Area	73,368	84,184
Total Population	Secondary Trade Area	9,350	8,729
Total Population	Sault Ste. Marie Trade Area	82,718	92,913
Notes			
N/A indicates suppression of population data due to incomplete enumeration.			

4.2.3 Average Income and Expenditure

Average per-capita incomes are lower in the Sault Ste. Marie Trade Area compared to the province as a whole. As of 2015, average annual income per-capita in the Primary Trade Area was approximately \$42,143, compared to \$41,578 in the Secondary Trade Area and \$42,083 in the Sault Ste. Marie Trade Area as a whole. Values for the province as a whole averaged \$47,915 in the same period.

Accordingly, it has been estimated that retail expenditure levels are slightly lower in the Sault Ste. Marie Trade Area compared to the province as a whole.

4.2.4 Retail Market Trends

The following retail market trends have been identified as important with respect to their potential impact on the retail commercial market and long-term demand in Sault Ste. Marie.

- **E-commerce:** E-commerce, as it relates to retail, refers to retail transactions which occur through electronic media (e.g., purchasing over the Internet); while completion of a transaction may occur outside the context of a traditional storefront setting (e.g., goods delivered by mail), e-commerce may still imply a bricks-and-mortar retail presence (e.g., order fulfillment at a local store).² To adapt to this trend, many retailers are focussing their growth efforts on e-commerce channels, recognizing the significant market opportunity this provides. A variety of marketing approaches are used to support e-commerce, including the provision for same-day delivery of retail goods, pick-up locations for online purchases, special discounts applicable only to web-based purchases, and free shipping. Some retailers are now allocating significant store space to ‘showrooming,’ providing space for consumers who wish to inspect a product of interest in a store, but who intend to complete the purchase transaction online. E-commerce is also thought to play a part in driving retailers to reduce store numbers or store size significantly.
- **Sales of alcohol in grocery stores:** Changes to the alcohol distribution and sales regime beginning in 2015 have seen beer, wine, and cider sold in more than 200

grocery stores across Ontario, with plans to expand the number of licensed locations to up to 450 stores. This change implies an impact on the level of expenditure related to the food-store retail and liquor/beer/wine categories.

- **Consolidation:** The retail market landscape has seen many Canadian chains resorting to acquisitions in order to increase market share and compete with large international retailers, leading to a consolidation of major chains and affiliated marques.
- **Blurring of retail types:** Traditionally, most retailers focused on a single line of merchandise: grocery stores sold food; pharmacies sold health products; clothing stores sold apparel; etc. In an effort to capture a large market share, modern retail stores increasingly function as ‘one-stop’ destinations for a variety of goods, leading to a blurring of traditional retail categories.
- **Competitive pressures facing department stores:** The Canadian retail marketplace has historically been shaped by the entrance of international retail players. Recent years have seen many foreign brands enter the Canadian marketplace, placing competitive pressure, particularly on traditional department store retailers. This has resulted in the closure of many department stores in shopping malls, such as the recent closure of the Sears store at Station Mall in Sault Ste. Marie.

4.3 Existing Retail Supply

The following section describes the existing retail supply within the City of Sault Ste. Marie.

4.3.1 Sault Ste. Marie Retail Nodes

The existing retail supply within the City of Sault Ste. Marie can be categorized into four main nodes, as delineated by lands designated for commercial uses in the OP. The boundaries of these nodes are depicted in **Figure 2** in **Appendix E**. A site visit to each of the four retail nodes was conducted in August 2017, observations from which are summarized as follows:

- **Node 1: Downtown** – This node is generally bounded by Grosvenor Avenue to the north, Simpson Street to the east, the St Mary’s River to the south, and the International Cross bridge to the west. This node includes several distinct sub-nodes:

² It must be recognized that researchers and practitioners alike are still grappling with how to clearly define the nature of e-commerce as it relates to retail.

- From Church Street west to Elgin Street, typical retail/commercial uses include banks, personal services, storefront retail uses, professional services, and restaurants;
 - From Elgin Street west to Gore Street, typical uses include a variety of retail store fronts and services ranging from hair salons, restaurants, bike stores and a music shop. There is also an auto repair shop, a fast food restaurants, several vacant lots and some surface parking; and,
 - Station Mall, located at 293 Bay Street, is the city’s largest shopping centre and is anchored by a Wal-Mart and formerly anchored by a large Sears department store,³ and includes many chain retail stores typical of a central shopping mall.
- **Node 2: North (Great North Road)**, which includes properties on both sides of the lengths of Great Northern Road and Pim Street from 4th Line East to MacDonald Avenue;
 - **Node 3: East (Trunk Road)**, which includes properties mostly on the southern portion of the length of Trunk Road between Fournier Road to Wellington Street East; and,
 - **Node 4: West (Second Line)**, which includes a handful of commercial properties on either side of Second Line West between 2nd Avenue and Peoples Road.

4.3.2 Retail Floor Space Inventory

The inventory of existing retail floor space in the Primary Trade Area as at August 2017 is given in **Table 8**. It is believed that approximately 2.79 million square feet of retail commercial space exists in Sault Ste. Marie.

³ Sears Canada filed for bankruptcy protection in June 2017 and subsequently closed 20 stores nationwide, including the location at Station Mall, on October 1, 2017.

Table 8: Assumed Retail Floorspace as of 2017

Retail Expenditure Category	Total Floorspace (sq.ft.)	Share of Total Floorspace
Food and Convenience Retail	422,000	15%
General and Specialty Retail	1,388,000	50%
Home Improvement	331,000	12%
Retail Alcohol Sales	43,000	2%
Restaurants	299,000	11%
Vacant	305,000	11%
Total floorspace, sq.ft.	2,788,000	

Despite the approximate nature of the floor space inventory given above, an adjusted set of values is given for 2018 and onwards in order to account for the known closure (and thus conversion to vacant status) of the Sears department store at Station Mall. The inventory of assumed extant retail floor space in the Primary Trade Area as at January 2018 is given in **Table 9**.

Table 9: Assumed Retail Floorspace as of 2018

Retail Expenditure Category	Total Floorspace (sq.ft.)	Share of Total Floorspace
Food and Convenience Retail	422,000	15%
General and Specialty Retail	1,264,074	45%
Home Improvement	331,000	12%
Retail Alcohol Sales	43,000	2%
Restaurants	299,000	11%
Vacant	428,926	15%
Total floorspace, sq.ft.	2,788,000	

4.4 Estimated Retail Demand and Land Needs

This section details the estimated expenditure levels for each retail category within the Sault Ste. Marie Trade Area and the resulting residual space and land needs.

4.4.1 Trade Area Expenditure Potential

In order to estimate the total future retail market demand, an estimation of current expenditure levels for each retail type is undertaken and projected forward based on population growth and assumed real growth. To assess the current expenditure levels in the Sault Ste. Marie Trade Area, average per-capita expenditure values for Ontario are adjusted to account for the difference in income levels between the two geographies. The process to adjust expenditure values is given in **Section 4.1.1** of this report.

4.4.1.1 Food and Convenience Retail

This category includes expenditure at supermarkets, grocery stores, specialty food stores and convenience stores.

It is estimated that expenditure potential for food store retail goods amounted to approximately \$203.9 million for the Sault Ste. Marie Trade Area in 2016 before accounting for trade in-flows and out-flows (i.e., pre-adjusted). Projecting forward using an assumed real growth rate of 0.25% per annum compounded to 2038, there is a total pre-adjusted expenditure potential of \$241.9 million in the Sault Ste. Marie Trade Area by 2038.

4.4.1.2 General and Specialty Retail

This category includes a variety of non-food retail goods and services: automotive sales (not including vehicle sales); furniture and home furnishings; electronics and appliances; health and personal care; clothing; sporting goods, hobby, book and music stores; general merchandise stores and other miscellaneous retailers.

It is estimated that expenditure potential for general merchandise goods amounted to approximately \$455.3 million for the Sault Ste. Marie Trade Area in 2016 before accounting for trade in-flows and out-flows (i.e., pre-adjusted). Projecting forward using an assumed real growth rate of 0.50% per annum compounded to 2038, there is a total pre-adjusted expenditure potential of \$570.7 million in the Sault Ste. Marie Trade Area by 2038.

4.4.1.3 Home Improvement

This category includes expenditure at stores that specialize in building materials and gardening equipment and supplies.

It is estimated that expenditure potential for home improvement goods amounted to approximately \$66.7 million for the Sault Ste. Marie Trade Area in 2016 before accounting for trade in-flows and out-flows (i.e., pre-adjusted). Projecting forward using an assumed real growth rate of 0.50% per annum compounded to 2038, there is a total pre-adjusted expenditure potential of \$83.5 million in the Sault Ste. Marie Trade Area by 2038.

4.4.1.4 Retail Alcohol Sales

This category includes expenditure at stores which specialize in the sale of beer, wine, and liquor.

It is estimated that expenditure potential for retail alcoholic goods amounted to approximately \$49.3 million for the Sault Ste. Marie Trade Area in 2016 before accounting for trade in-flows and out-flows (i.e., pre-adjusted). Projecting forward using an assumed real growth rate of 0.25% per annum compounded to 2038, there is a total pre-adjusted expenditure potential of \$58.5 million in the Sault Ste. Marie Trade Area by 2038.

4.4.1.5 Restaurant Sales

It is estimated that expenditure potential for restaurants amounted to approximately \$90.6 million for the Sault Ste. Marie Trade Area in 2016 before accounting for trade in-flows and out-flows (i.e., pre-adjusted). Projecting forward using an assumed real growth rate of 0.25% per annum compounded to 2038, there is a total pre-adjusted expenditure potential of \$107.6 million in the Sault Ste. Marie Trade Area by 2038.

4.4.2 Residual Market Demand and Space Needs

Once potential per-capita expenditure values are calculated for each retail category, potential demand for retail commercial space can be estimated through the calculation of residual market demands. This involves several steps:

- 1. Multiplying the estimated future per-capita expenditures in each retail category by the projected population levels; then
- 2. Applying assumed local capture rates; and,

- 3. Applying assumed expenditure in-flow rates; then,
- 4. Dividing the total expenditure potential by the existing assumed retail floor space in each category.

This process yields the sales performance per square foot of retail floor space for each category in the base year. Allowance is made for a limited amount of growth in the base year performance of the existing space in future years. Subtracting the expected sales values of the existing retail floor space from the overall expenditure potential yields an amount “left over” for new space (i.e., the residual potential). Dividing the future residual potentials by appropriate sales performance rates for each retail category yields an estimate of the warranted new space needed to meet additional, future demand.

Residual demand indicates when new retail space could be developed without taking sales away from existing space; in this way, it constitutes a test for the ‘ease of entry’ of new space into the market. These values are used to plan for a balanced supply of space within the retail commercial hierarchy of Sault Ste. Marie.

4.4.2.1 Food and Convenience Retail

Table 1 in Appendix F details residual demand for food store retail sales. It is assumed that 95% of total category sales will be captured by retailers in Sault Ste. Marie (i.e., the Primary Trade Area) for the entirety of the study period. In the Secondary Trade Area, it is assumed that 50% of total category sales will be captured by retailers in Sault Ste. Marie for the entirety of the study period. Sales in-flow originating from residents living outside the Sault Ste. Marie Trade Area are assumed to increase local sales by 15% throughout the study period.

Based on these assumptions, it is estimated that Sault Ste. Marie will have captured approximately \$215.7 million in sales in 2016. The sales potential is estimated to increase to approximately \$258.4 million by 2038. Once the sales volumes of existing retail operations are taken into account, the residual sales potential is estimated to be approximately \$41.2 million by 2038.

Based on an average sales productivity of \$515 per square foot, potential residual space demand for more than 8,900 square feet of space is estimated to be warranted as early as 2021, increasing to more than 79,000 square feet by 2038.

4.4.2.2 General and Specialty Retail

Table 2 in Appendix F details residual demand for general and specialty retail sales. It is assumed that 75% of total category sales will be captured by retailers in Sault Ste. Marie (i.e., the Primary Trade Area) for the entirety of the study period. In the Secondary Trade Area, it is assumed that 50% of total category sales will be captured by retailers in Sault Ste. Marie for the entirety of the study period. Sales in-flow originating from residents living outside the Sault Ste. Marie Trade Area are assumed to increase local sales by 20% throughout the study period.

Based on these assumptions, it is estimated that Sault Ste. Marie will have captured approximately \$410.8 million in sales in 2016. The sales potential is estimated to increase to approximately \$518.4 million by 2038. Once the sales volumes of existing retail operations are taken into account, the residual sales potential is estimated to be approximately \$140.6 million by 2038.

Based on an average sales productivity of \$300 per square foot, potential residual space demand for more than 166,000 square feet of space is estimated to be warranted as early as 2021, increasing to more than 468,000 square feet by 2038.

4.4.2.3 Home Improvement

Table 3 in Appendix F details residual demand for home improvement retail sales. It is assumed that 75% of total category sales will be captured by retailers in Sault Ste. Marie (i.e., the Primary Trade Area) for the entirety of the study period. In the Secondary Trade Area, it is assumed that 50% of total category sales will be captured by retailers in Sault Ste. Marie for the entirety of the study period. Sales in-flow originating from residents living outside the Sault Ste. Marie Trade Area are assumed to increase local sales by 20% throughout the study period.

Based on these assumptions, it is estimated that Sault Ste. Marie will have captured approximately \$60.1 million in sales in 2016. The sales potential is estimated to increase to approximately \$75.9 million by 2038. Once the sales volumes of existing retail operations

are taken into account, the residual sales potential is estimated to be approximately \$15.2 million by 2038.

Based on an average sales productivity of \$185 per square foot, potential residual space demand for more than 4,000 square feet of space is estimated to be warranted as early as 2021, increasing to more than 42,000 square feet by 2038.

4.4.2.4 Retail Alcohol Sales

Table 4 in **Appendix F** details residual demand for alcohol retail sales. It is assumed that 70% of total category sales will be captured by retailers in Sault Ste. Marie (i.e., the Primary Trade Area) for the entirety of the study period. In the Secondary Trade Area, it is assumed that 50% of total category sales will be captured by retailers in Sault Ste. Marie for the entirety of the study period. Sales in-flow originating from residents living outside the Sault Ste. Marie Trade Area are assumed to increase local sales by 20% throughout the study period.

Based on these assumptions, it is estimated that Sault Ste. Marie will have captured approximately \$41.8 million in sales in 2016. The sales potential is estimated to increase to approximately \$49.9 million by 2038. Once the sales volumes of existing retail operations are taken into account, the residual sales potential is estimated to be approximately \$7.8 million by 2038.

Based on an average sales productivity of \$980 per square foot, potential residual space demand for almost 900 square feet of space is estimated to be warranted as early as 2021, increasing to more than 7,900 square feet by 2038.

4.4.2.5 Restaurants

Table 5 in **Appendix F** details residual demand for restaurant retail sales. It is assumed that 85% of total category sales will be captured by retailers in Sault Ste. Marie (i.e., the Primary Trade Area) for the entirety of the study period. In the Secondary Trade Area, it is assumed that 50% of total category sales will be captured by retailers in Sault Ste. Marie for the entirety of the study period. Sales in-flow originating from residents living outside the Sault Ste. Marie Trade Area are assumed to increase local sales by 20% throughout the study period.

Based on these assumptions, it is estimated that Sault Ste. Marie will have captured approximately \$91.8 million in sales in 2016. The sales potential is estimated to increase to approximately \$109.9 million by 2038. Once the sales volumes of existing retail operations are taken into account, the residual sales potential is estimated to be approximately \$17.4 million by 2038.

Based on an average sales productivity of \$310 per square foot, potential residual space demand for more than 6,200 square feet of space is estimated to be warranted as early as 2021, increasing to more than 56,000 square feet by 2038.

4.4.3 Residual Land Needs

In order to arrive at an estimation of the amount of land needed to accommodate residual space demand, a number of adjustments are applied to the residual space demand values.

4.4.3.1 E-Commerce Adjustment Factor

E-commerce has begun to play a notable role in the Canadian retail space, and its effects on traditional ‘bricks and mortar’ retail and commercial space cannot be ignored. Analysts have attempted to estimate and forecast the impacts of e-commerce to the distribution of sales (and therefore square-footage demand). While e-commerce has undoubtedly had a disruptive effect on the retail space (e.g., demise of storefront video rental and music sales; the practice of ‘showrooming’), its effects are not felt equally across all retail sectors, nor in the same timeframe.

Our understanding of the nature of e-commerce in Canada suffers from variation in definitions and a lack of comparable data. As a result, estimating the impact of e-commerce on traditional retail remains inherently difficult.

Estimates of the current and future impact of e-commerce on retail sales in Canada vary widely. In their own reporting on the topic of e-commerce, the latest data from Statistics Canada indicates that e-commerce accounted for 2.7% of total retail sales in Canada in 2017, up from 1.4% in 2011. This can be seen as the most conservative estimates of the sales impact of e-commerce in the retail space, yet also likely the most rigorous. This is significantly lower than estimates for the US market, where e-commerce is estimated to account for 8.9% of total retail sales in 2017 (US Department of Commerce, 2018).

Although it is recognized that the US market for e-commerce is more mature than its

Canadian counterpart, the industry consensus in Canada tends toward the view that the Statistics Canada data inherently underestimates the true level of e-commerce retail sales in Canada by virtue of the way the data is collected: sales values are limited only to retailers located in Canada; therefore sales to retailers located outside Canada are not accounted for. This challenge will remain until survey instruments are made more sophisticated.

Yeates and Hernandez (2016) estimate that e-retail sales will account for 7.7% of all retail sales, and 11.5% of non-auto retail sales in Canada by 2020. Their projection assumes that e-retail sales will grow at a rate of 10% per annum between 2015 and 2020. The same authors (2018) further estimate that e-retail sales likely accounted for 8.0% of non-auto retail sales in Canada in 2016 and that sales accounted for by Amazon.ca alone may have accounted for 1.1% of all non-auto retail sales in Canada in that year.

On the generous end of the spectrum, Forrester Research (2014) estimates that e-commerce already accounted for 6.0% of retail sales in Canada by 2014, and projected its share to increase to 9.5% by 2019. This projection assumes that Canadian e-commerce sales are actually much closer to American patterns of retail spending than the Statistics Canada data would suggest.

There are alternate methods of estimating the impact of e-commerce centre on its direct impact on space needs. Yeates and Hernandez (2013) estimate that e-commerce will decrease retail service ratios by 2.0% per year at least until 2018. Kircher (2013) estimates that the impact of e-commerce already implies a reduction of overall retail service ratios by 1.5 to 2.0 square feet per-capita, which is projected to increase to between 4.0 to 5.0 square feet per-capita by the early 2020s.

The approach to estimating the impact of e-commerce on retail demand used in this study involves reducing the estimated residual space demands by a given e-commerce adjustment factor for each retail category. The e-commerce adjustment factor effectively operates as a discount on the amount of floor space needed to maintain a given sales productivity rate for a given level of demand. Specific adjustment factor values are given in **Table 10**.

Table 10: E-commerce Adjustment Factors

Retail Category	Ecommerce Adjustment Factor, 2016	Ecommerce Adjustment Factor, 2017	Ecommerce Adjustment Factor, 2021	Ecommerce Adjustment Factor, 2026	Ecommerce Adjustment Factor, 2031	Ecommerce Adjustment Factor, 2036	Ecommerce Adjustment Factor, 2038
Food and Convenience Retail	2.25%	2.75%	3.5%	4.00%	4.50%	5.00%	5.25%
General and Specialty Retail	4.50%	5.50%	7.00%	8.00%	9.00%	10.00%	10.50%
Home Improvement	2.25%	2.75%	3.5%	4.00%	4.50%	5.00%	5.25%
Retail Alcohol Sales	0.00%	0.10%	1.00%	2.00%	3.00%	4.00%	4.50%
Restaurant	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

4.4.3.2 Vacancy Reuptake Adjustment

The final adjustment made to the residual space demands is the application of a vacancy reuptake adjustment. While residual demand values allow us to quantify the difference between the sales volumes that could be handled by existing floor space versus that which would be required to meet future demand, such values do not take into account vacant floorspace. Converting residual space demand values into land demand values could easily overinflate the true demand for physical floor space.

The approach used in this study recognizes that existing but vacant floor space may have become vacant due to a variety of factors such as physical configuration or location. It may be the case that an outmoded space may not suit the current realities of the retail market and may never be re-occupied by a similar retail use. However, it may also be the case that vacant floor space is refurbished and upgraded to match current market needs or repurposed for a different retail use.

We assume that an increasing share of the existing vacant retail floor space in Sault Ste. Marie will be reoccupied and will thus satisfy a portion of residual space demand. For the purposes of this study, it has been assumed that 50.0% of existing retail floor space could accommodate residual space demand through to 2021, increasing to 52.5% by 2026, 55.0% by 2031, 57.5% by 2036 and 58.75% by 2038.

According to these adjustment factors, it is estimated that a surplus of retail floor space will be maintained until at least 2021, with a need for more than 346,000 square feet of retail floor space by 2038.

4.4.3.3 Residual Land Needs

Once the foregoing adjustment factors have been applied, the final step to calculate estimated residual land demand is to convert from residual space demand in units of square feet to land area in hectares or acres. To do so, we apply a coverage rate and assume that the physical site layout of retail uses typically covers 25% to 30% of the total land area of a given parcel of land. The application of the coverage rate gives a realistic quantification of how much land will actually be needed to accommodate residual space demand.

While residual space demand values have been reported up to this point using average sales efficiency rates, we report final residual land demand values using a range of sales

efficiency rates: lower efficiency (i.e., less than current performance); medium efficiency (i.e., current performance); and higher efficiency (i.e., greater than current performance).

Assuming a land coverage rate of 25%, it is estimated that a surplus of land designated for retail uses will remain through 2021. It is estimated that the City will require approximately 0.6 to 1.2 hectares (1.4 to 3.0 acres) of additional land to meet residual space demands by 2026 and approximately 12.1 to 13.7 hectares (30.0 to 33.8 acres) by 2038.

Assuming a land coverage rate of 30%, it is estimated that a surplus of land designated for retail uses will remain through 2021. It is estimated that the City will require approximately 0.5 to 1.0 hectares (1.2 to 2.5 acres) of additional land to meet residual space demands by 2026 and approximately 10.1 to 11.4 hectares (25.0 to 28.1 acres) by 2038.

Detailed values are given in **Table 7** in **Appendix F**.

5 Observations and Conclusion

From this analysis, there are a number of key observations that can be made. Firstly, the forecasting work by metroeconomics establishes the following high-level trends emerging in Sault Ste. Marie, for the planning period of 2016 to 2036:

- A total population increase by about 9,900;
- An increase in younger and older demographics and a decrease in population of those aged 55-64;
- The need for approximately 4,000 new dwellings by 2036; and,
- An increase of 5,900 new economic base jobs by 2036⁴

The results of the residual analysis to inform an update to the City’s Official Plan paint a picture of growth for Sault Ste. Marie under the current municipal planning policy regime. In answering the question of whether there is sufficient land in Sault Ste. Marie to accommodate the forecasted growth, the following are the results of the residual analysis:

- **Residential** – the projected growth exceeds the amount of land available, amounting to the need for up to approximately 106.3 gHa;
- **Institutional** – there is enough land to accommodate the projected growth, amounting to a surplus of approximately 14 gHa;
- **Major Employment** – there is enough land to accommodate the projected growth, amounting to a surplus of approximately 342.6 gHa;
- **Commercial excluding retail** – the projected growth exceeds the amount of land available, with up to 59.3 gHa needed by 2038;
- **Retail** – the projected growth exceeds the amount of available land, with up to 13.7 hectares needed by 2038, more specifically:
 - With a 25% land coverage per hectare, retail trade will need 12.1 to 13.7 ha of land by 2038; and,

- With 30% land coverage per hectare, retail trade will need 10.1 to 11.4 ha of land by 2038.

As this residual analysis is based on the current planning policies for the City of Sault Ste. Marie, it leads to the following key observations that should be considered as part of the City’s follow-on work updating its Official Plan. To guide growth into the future, the City needs to consider:

- Residential land:
 - Establishing a planned target for the amount of growth to be accommodated in the urban area versus the outlying rural area;
 - An achievable intensification target to accommodate growth with the existing built-up area of the City;
 - Determining what density targets are appropriate for each residential density to achieve efficient, cost-effective development;
- Employment lands:
 - Consider a phasing strategy to manage the oversupply or consider a rationalization of what land is designated for the future; and,
- Commercial (excluding retail) lands:
 - Consider how some of the forecasted commercial growth can be guided to support mixed use and/or intensification, rather than being all greenfield development.

It is anticipated that the forthcoming work on updating the Official Plan will answer the questions above. In doing so, the residual analysis can be revisited to provide a picture of residual land needs under the City’s new planning directions. This will then allow the City to identify a settlement area boundary and designate land uses that are aligned to the long-term forecast, ultimately achieving conformity to the PPS.

⁴ These figures are for the period 2016 to 2038 and not 2018 to 2038 as per the residual analysis as the calculation was based on the 2016 census data.

Appendix A: Regression Equations



Regression Equations

Geography	Income Quintile Category (n)	Expenditure				
		Income Index (x)	Expenditure Index - FSR (y1)	Expenditure Index - NFSR (y2)	Expenditure Index - Resturant (y3)	Expenditure Index - LBW (y4)
Ontario	Lowest (1)	36.2	96.2	90.1	116.1	71.1
Ontario	Second (2)	54.5	90.5	77.9	75.5	63.3
Ontario	Third (3)	74.2	91.5	86.7	68.9	74.4
Ontario	Fourth (4)	103.6	101.0	98.2	91.9	93.1
Ontario	Highest (5)	178.6	114.2	122.2	140.9	164.9
	All quintiles	100.0	100.0	100.0	100.0	100.0

INCOME/EXPENDITURE REGRESSION EQUATIONS

Expenditure Category		a		b	
FSR Expenditures	y1 =	84.70	+	0.16	(x)
NFSR Expenditures	y2 =	70.22	+	0.28	(x)
Restaurant Expenditures	y3 =	69.89	+	0.32	(x)
Liquor/Beer/Wine Expenditures	y4 =	29.39	+	0.72	(x)

Regression Equation:

y = a + bx

where:

b = (n(Σ xy) - (Σ x)(Σ y)) / (n(Σ x²) - (Σ x)²)

a = (Σ y - b(Σ x)) / n

r = (n(Σ xy) - (Σ x)(Σ y)) / √[n(Σ x²) - (Σ x)²][n(Σ y²) - (Σ y)²]

n = number of income classes
x = independent variable (Income Index)
y = dependent variable (Expenditure Index)

r = correlation coefficient (identifies how strong the relationship between the variables is)

Appendix B: Estimates of Retail Sales in Ontario by Trade Group, 2016



Estimates of Retail Sales in Ontario by Trade Group, 2016

General Assumptions

Assumption		Population, 2016
Population of Ontario, 2016		13,448,494

Food Store Retail

Food and Convenience Retail

Geography	NAICS 2012	Subcategory	Total Sales, 2016	Per-capita sales, 2016	Share of group sales
Ontario	44511	Supermarkets and other grocery (except convenience) stores	\$ 28,342,423,000	\$ 2,107.48	84.2%
Ontario	44512	Convenience stores	\$ 2,661,889,000	\$ 197.93	7.9%
Ontario	4452	Specialty food stores	\$ 2,673,569,000	\$ 198.80	7.9%
		Subtotal	\$ 33,677,881,000	\$ 2,504.21	100%
			OK	OK	OK

Non-Food Store Retail

General and Specialty Retail

Geography	NAICS 2012	Subcategory	Total Sales, 2016	Per-capita sales, 2016	Share of group sales
Ontario	4413	Automotive parts, accessories and tire stores	\$ 2,553,467,000	\$ 189.87	3.3%
Ontario	442	Furniture and home furnishings stores	\$ 6,762,575,000	\$ 502.85	8.6%
Ontario	443	Electronics and appliance stores	\$ 6,646,187,000	\$ 494.20	8.5%
Ontario	446	Health and personal care stores	\$ 16,192,618,000	\$ 1,204.05	20.7%
Ontario	448	Clothing and clothing accessories stores	\$ 13,005,118,000	\$ 967.03	16.6%
Ontario	451	Sporting goods, hobby, book and music stores	\$ 4,006,777,000	\$ 297.93	5.1%
Ontario	452	General merchandise stores	\$ 23,693,832,000	\$ 1,761.82	30.3%
Ontario	453	Miscellaneous store retailers	\$ 5,381,669,000	\$ 400.17	6.9%
		Subtotal	\$ 78,242,243,000	\$ 5,817.92	100.0%
			OK	OK	OK

Home Improvement

Geography	NAICS 2012	Subcategory	Total Sales, 2016	Per-capita sales, 2016	Share of group sales
Ontario	444	Building material and garden equipment and supplies dealers	\$ 11,454,890,000	\$ 851.76	100.0%
		Subtotal	\$ 11,454,890,000	\$ 851.76	100.0%
			OK	OK	OK

Retail Alcohol Sales

Retail Alcohol Sales

Geography	NAICS 2012	Subcategory	Total Sales, 2016	Per-capita sales, 2016	Share of group sales
Ontario	4453	Beer, wine and liquor stores	\$ 8,696,747,000	\$ 646.67	100.0%
		Subtotal	\$ 8,696,747,000	\$ 646.67	100.0%
			OK	OK	OK



Total Retail Sales

Trade Group
Food Store Retail
General and Specialty Retail
Home Improvement
Liquor, Beer, Wine
Total Retail Sales

Total Sales, 2016	Total Per-capita sales, 2016	Share of overall sales
\$ 33,677,881,000	\$ 2,504.21	25.5%
\$ 78,242,243,000	\$ 5,817.92	59.2%
\$ 11,454,890,000	\$ 851.76	8.7%
\$ 8,696,747,000	\$ 646.67	6.6%
\$ 132,071,761,000	\$ 9,821	100.0%
OK	OK	OK

Appendix C: Average Income and Population by Trade Area



Average Income and Population by Trade Area

Income Calculations by Trade Area and sub-geography

Geography	Trade Area Heirarchy	Population with income	Total Income (x1000), 2015	Average Income, 2015	Calculated Average Income, 2015
Ontario	Province	10,556,925	\$ 505,836,282	\$ 47,915	\$ 47,915.12
Algoma	Census Division	92,900	\$ 3,793,412	\$ 40,833	\$ 40,833.28
Jocelyn	Secondary	315	\$ 12,089	\$ 38,379	\$ 38,377.78
Hilton	Secondary	285	\$ 10,633	\$ 37,310	\$ 37,308.77
Hilton Beach	Secondary	N/A	N/A	N/A	N/A
St. Joseph	Secondary	1,050	\$ 47,786	\$ 45,295	\$ 45,510.48
Laird	Secondary	855	\$ 40,556	\$ 47,434	\$ 47,433.92
Tarbutt and Tarbutt Additional	Secondary	405	\$ 22,329	\$ 54,460	\$ 55,133.33
Johnson	Secondary	545	\$ 17,925	\$ 32,890	\$ 32,889.91
Plummer Additional	Secondary	520	\$ 18,688	\$ 35,939	\$ 35,938.46
Bruce Mines	Secondary	495	\$ 19,590	\$ 39,979	\$ 39,575.76
Macdonald, Meredith and Aberdeen Additional	Secondary	1,280	\$ 55,470	\$ 43,506	\$ 43,335.94
Sault Ste. Marie	Primary	59,360	\$ 2,501,819	\$ 42,143	\$ 42,146.55
Prince	Secondary	840	\$ 41,703	\$ 49,646	\$ 49,646.43
Garden River 14	Secondary	810	\$ 20,905	\$ 25,809	\$ 25,808.64
Rankin Location 15D	Secondary	N/A	N/A	N/A	N/A
	Primary Trade Area	59,360	\$ 2,501,819	\$ 42,143	\$ 42,146.55
	Secondary Trade Area	7,400	\$ 307,674		\$ 41,577.57
	Sault Ste Marie Trade Area	66,760	\$ 2,809,493		\$ 42,083.48

Population Calculations by Trade Area and sub-geography

Geography	Trade Area Heirarchy	Population, 2016	Share of Census Division population, 2016	Projected population, 2017	Projected population, 2021	Projected population, 2026	Projected population, 2031	Projected population, 2036	Projected Population, 2038
Ontario	Province	13,448,494	N/A	14,229,546	14,980,422	15,822,463	16,658,591	17,458,005	17,766,884
Algoma	Census Division	114,094	N/A	116,049	114,525	112,192	109,849	107,464	106,520
Jocelyn	Secondary	315	0.3%	320	316	310	303	297	294
Hilton	Secondary	305	0.3%	310	306	300	294	287	285
Hilton Beach	Secondary	170	0.1%	173	171	167	164	160	159
St. Joseph	Secondary	1,240	1.1%	1,261	1,245	1,219	1,194	1,168	1,158
Laird	Secondary	1,050	0.9%	1,068	1,054	1,032	1,011	989	980
Tarbutt and Tarbutt Additional	Secondary	535	0.5%	544	537	526	515	504	499
Johnson	Secondary	750	0.7%	763	753	737	722	706	700
Plummer Additional	Secondary	660	0.6%	671	662	649	635	622	616
Bruce Mines	Secondary	580	0.5%	590	582	570	558	546	541
Macdonald, Meredith and Aberdeen Additional	Secondary	1,610	1.4%	1,638	1,616	1,583	1,550	1,516	1,503
Sault Ste. Marie	Primary	73,368	64.3%	73,647	74,574	75,734	79,978	83,318	84,184
Prince	Secondary	1,010	0.9%	1,027	1,014	993	972	951	943
Garden River 14	Secondary	1,125	1.0%	1,144	1,129	1,106	1,083	1,060	1,050
Rankin Location 15D	Secondary	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Primary Trade Area	73,368	64.3%	73,647	74,574	75,734	79,978	83,318	84,184
	Secondary Trade Area	9,350	8.2%	9,510	9,385	9,194	9,002	8,807	8,729
	Sault Ste Marie Trade Area	82,718	72.5%	83,157	83,960	84,928	88,980	92,124	92,913

Appendix D: Income and Expenditure Estimates by Retail Category and Trade Area



Income and Expenditure Estimates by Trade Area

Income and Expenditure Indices

Income and Expenditure Indices

Trade Area	Per capita income, 2015 dollars	Per capita income index	Per-capita expenditure index, Food Store Retail	Per-capita expenditure index, Non-food store retail	Per-capita expenditure index, LBW	Per-capita expenditure index, Restaurants
Ontario	\$ 47,915	100.0	100.0	100.0	100.0	100.0
Primary Trade Area	\$ 42,143	88.0	98.4	94.6	92.3	98.2
Secondary Trade Area	\$ 41,578	86.8	98.3	94.3	91.5	97.8
Sault Ste. Marie Trade Area	\$ 42,083	87.8	98.4	94.6	92.2	98.1

Population and Expenditure Estimates

Estimated Per-capita Expenditure Levels by Trade Area (2016 dollars)

Trade Area	Expenditure year	Estimated per capita expenditure, FSR	Estimated per capita expenditure, NFSR	Estimated per-capita expenditure, General and Specialty Retail	Estimated per-capita expenditure, Home Improvement	Estimated per-capita expenditure, Retail Alcohol Sales	Estimated per-capita expenditure, Restaurants (adjusted)	Estimated per-capita expenditure, total
Ontario	2016	\$ 2,504	\$ 6,670	\$ 5,818	\$ 852	\$ 647	\$ 1,116	\$ 17,607
Primary Trade Area	2016	\$ 2,465	\$ 6,312	\$ 5,506	\$ 806	\$ 597	\$ 1,096	\$ 16,782
Secondary Trade Area	2016	\$ 2,461	\$ 6,290	\$ 5,487	\$ 803	\$ 591	\$ 1,092	\$ 16,724
Sault Ste. Marie Trade Area	2016	\$ 2,465	\$ 6,310	\$ 5,504	\$ 806	\$ 596	\$ 1,096	\$ 16,776

Population Projections by Trade Area, 2016 to 2038

Trade Area	Estimated Population, 2016	Estimated Population, 2017	Projected Population, 2021	Projected Population, 2026	Projected Population, 2031	Projected Population, 2036	Projected Population, 2038
Primary Trade Area	73,368	73,647	74,574	75,734	79,978	83,318	84,184
Secondary Trade Area	9,350	9,510	9,385	9,194	9,002	8,807	8,729
Sault Ste. Marie Trade Area	82,718	83,157	83,960	84,928	88,980	92,124	92,913
	OK	OK	OK	OK	OK	OK	OK

Expenditure Potential by Trade Area and Trade Group, 2016 to 2038 (2016 dollars)

Food Store Retail

Expenditure Potential	Geography	2016	2017	2021	2026	2031	2036	2038
Per-capita expenditure	Primary Trade Area	\$ 2,465	\$ 2,471	\$ 2,496	\$ 2,528	\$ 2,559	\$ 2,592	\$ 2,604
Total expenditure	Primary Trade Area	\$ 180,871,715	\$ 182,013,103	\$ 186,155,282	\$ 191,424,257	\$ 204,692,667	\$ 215,918,017	\$ 219,254,769
Per-capita expenditure	Secondary Trade Area	\$ 2,461	\$ 2,467	\$ 2,492	\$ 2,523	\$ 2,555	\$ 2,587	\$ 2,600
Total expenditure	Secondary Trade Area	\$ 23,007,080	\$ 23,459,809	\$ 23,384,113	\$ 23,195,535	\$ 22,996,435	\$ 22,779,769	\$ 22,692,704
Per-capita expenditure	Sault Ste. Marie Trade Area	\$ 2,465	\$ 2,471	\$ 2,496	\$ 2,527	\$ 2,559	\$ 2,591	\$ 2,604
Total expenditure	Sault Ste. Marie Trade Area	\$ 203,881,761	\$ 205,476,413	\$ 209,541,952	\$ 214,620,995	\$ 227,687,354	\$ 238,693,462	\$ 241,942,344
Share of Food Store Retail sales, supermarkets	Sault Ste. Marie Trade Area	84.2%	84.2%	84.2%	84.2%	84.2%	84.2%	84.2%
Total expenditure, supermarkets	Sault Ste. Marie Trade Area	\$ 171,581,553	\$ 172,923,570	\$ 176,345,021	\$ 180,619,411	\$ 191,615,717	\$ 200,878,169	\$ 203,612,343



Non-food Store Retail

General and Specialty Retail

Trade Area	Geography	2016	2017	2021	2026	2031	2036	2038
Per-capita expenditure	Primary Trade Area	\$ 5,506	\$ 5,533	\$ 5,645	\$ 5,787	\$ 5,933	\$ 6,083	\$ 6,144
Total expenditure	Primary Trade Area	\$ 403,946,408	\$ 407,509,208	\$ 420,956,150	\$ 438,295,355	\$ 474,548,477	\$ 506,845,489	\$ 517,248,347
Per-capita expenditure	Secondary Trade Area	\$ 5,487	\$ 5,514	\$ 5,625	\$ 5,767	\$ 5,913	\$ 6,062	\$ 6,123
Total expenditure	Secondary Trade Area	\$ 51,300,665	\$ 52,440,600	\$ 52,794,758	\$ 53,025,247	\$ 53,228,867	\$ 53,388,095	\$ 53,449,631
Per-capita expenditure	Sault Ste. Marie Trade Area	\$ 5,504	\$ 5,531	\$ 5,643	\$ 5,785	\$ 5,931	\$ 6,081	\$ 6,142
Total expenditure	Sault Ste. Marie Trade Area	\$ 455,259,315	\$ 459,964,294	\$ 473,761,595	\$ 491,325,689	\$ 527,769,856	\$ 560,214,823	\$ 570,675,619

Home Improvement

Trade Area	Geography	2016	2017	2021	2026	2031	2036	2038
Per-capita expenditure	Primary Trade Area	\$ 806	\$ 810	\$ 826	\$ 847	\$ 869	\$ 891	\$ 900
Total expenditure	Primary Trade Area	\$ 59,138,919	\$ 59,660,523	\$ 61,629,194	\$ 64,167,704	\$ 69,475,265	\$ 74,203,641	\$ 75,726,650
Per-capita expenditure	Secondary Trade Area	\$ 803	\$ 807	\$ 824	\$ 844	\$ 866	\$ 888	\$ 896
Total expenditure	Secondary Trade Area	\$ 7,510,565	\$ 7,677,455	\$ 7,729,305	\$ 7,763,049	\$ 7,792,860	\$ 7,816,171	\$ 7,825,180
Per-capita expenditure	Sault Ste. Marie Trade Area	\$ 806	\$ 810	\$ 826	\$ 847	\$ 868	\$ 890	\$ 899
Total expenditure	Sault Ste. Marie Trade Area	\$ 66,651,277	\$ 67,340,099	\$ 69,360,064	\$ 71,931,498	\$ 77,267,029	\$ 82,017,066	\$ 83,548,556

Total, Non-food Store Retail

Trade Area	Geography	2016	2017	2021	2026	2031	2036	2038
Per-capita expenditure	Primary Trade Area	\$ 6,312	\$ 6,343	\$ 6,471	\$ 6,635	\$ 6,802	\$ 6,974	\$ 7,044
Total expenditure	Primary Trade Area	\$ 463,085,326	\$ 467,169,731	\$ 482,585,344	\$ 502,463,059	\$ 544,023,742	\$ 581,049,130	\$ 592,974,997
Per-capita expenditure	Secondary Trade Area	\$ 6,290	\$ 6,321	\$ 6,449	\$ 6,612	\$ 6,779	\$ 6,950	\$ 7,019
Total expenditure	Secondary Trade Area	\$ 58,811,231	\$ 60,118,056	\$ 60,524,062	\$ 60,788,296	\$ 61,021,727	\$ 61,204,267	\$ 61,274,811
Per-capita expenditure	Sault Ste. Marie Trade Area	\$ 6,310	\$ 6,341	\$ 6,469	\$ 6,632	\$ 6,800	\$ 6,971	\$ 7,041
Total expenditure	Sault Ste. Marie Trade Area	\$ 521,910,591	\$ 527,304,393	\$ 543,121,658	\$ 563,257,186	\$ 605,036,884	\$ 642,231,889	\$ 654,224,175
		OK	OK	OK	OK	OK	OK	OK

Retail Alcohol Sales

Trade Area	Geography	2016	2017	2021	2026	2031	2036	2038
Per-capita expenditure	Primary Trade Area	\$ 597	\$ 598	\$ 604	\$ 612	\$ 620	\$ 628	\$ 631
Total expenditure	Primary Trade Area	\$ 43,796,059	\$ 44,072,433	\$ 45,075,416	\$ 46,351,239	\$ 49,564,036	\$ 52,282,128	\$ 53,090,085
Per-capita expenditure	Secondary Trade Area	\$ 591	\$ 593	\$ 599	\$ 606	\$ 614	\$ 622	\$ 625
Total expenditure	Secondary Trade Area	\$ 5,530,313	\$ 5,639,138	\$ 5,620,942	\$ 5,575,613	\$ 5,527,754	\$ 5,475,674	\$ 5,454,745
Per-capita expenditure	Sault Ste. Marie Trade Area	\$ 596	\$ 598	\$ 604	\$ 611	\$ 619	\$ 627	\$ 630
Total expenditure	Sault Ste. Marie Trade Area	\$ 49,329,880	\$ 49,715,711	\$ 50,699,382	\$ 51,928,273	\$ 55,089,723	\$ 57,752,688	\$ 58,538,766

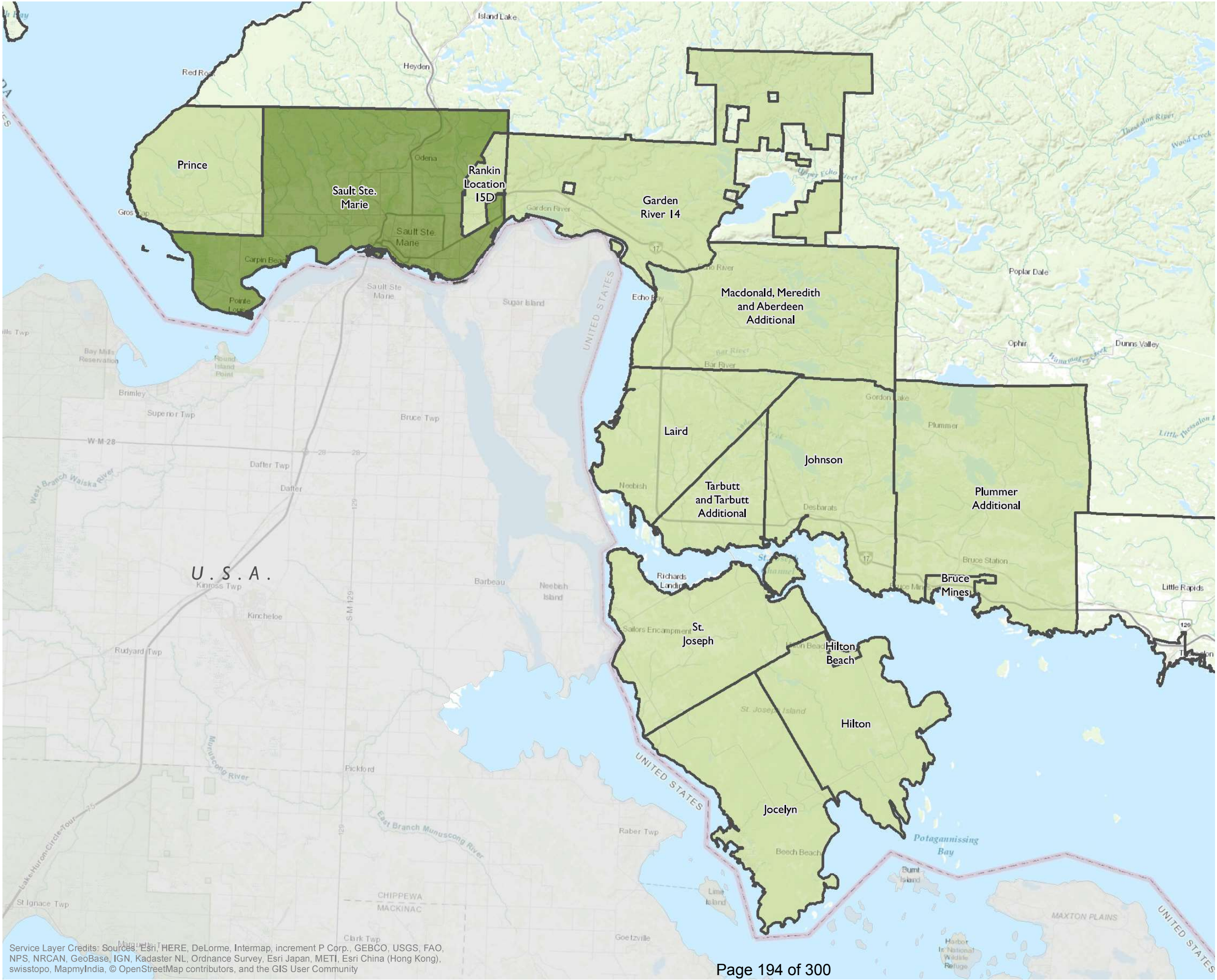
Restaurant

Trade Area	Geography	2016	2017	2021	2026	2031	2036	2038
Per-capita expenditure	Primary Trade Area	\$ 1,096	\$ 1,099	\$ 1,110	\$ 1,124	\$ 1,138	\$ 1,152	\$ 1,158
Total expenditure	Primary Trade Area	\$ 80,426,642	\$ 80,934,172	\$ 82,776,039	\$ 85,118,948	\$ 91,018,895	\$ 96,010,374	\$ 97,494,098
Per-capita expenditure	Secondary Trade Area	\$ 1,092	\$ 1,095	\$ 1,106	\$ 1,120	\$ 1,134	\$ 1,148	\$ 1,154
Total expenditure	Secondary Trade Area	\$ 10,209,925	\$ 10,410,834	\$ 10,377,242	\$ 10,293,556	\$ 10,205,201	\$ 10,109,050	\$ 10,070,413
Per-capita expenditure	Sault Ste. Marie Trade Area	\$ 1,096	\$ 1,099	\$ 1,110	\$ 1,123	\$ 1,138	\$ 1,152	\$ 1,158
Total expenditure	Sault Ste. Marie Trade Area	\$ 90,639,289	\$ 91,348,220	\$ 93,155,629	\$ 95,413,608	\$ 101,222,492	\$ 106,115,454	\$ 107,559,803

Expenditure Potential by Trade Area, all trade groups, 2016 to 2038 (2016 dollars)

Trade Area	Geography	2016	2017	2021	2026	2031	2036	2038
Per-capita expenditure	Primary Trade Area	\$ 10,470	\$ 10,512	\$ 10,682	\$ 10,898	\$ 11,119	\$ 11,345	\$ 11,437
Total expenditure	Primary Trade Area	\$ 768,179,742	\$ 774,189,439	\$ 796,592,080	\$ 825,357,503	\$ 889,299,340	\$ 945,259,648	\$ 962,813,949
Per-capita expenditure	Secondary Trade Area	\$ 10,434	\$ 10,476	\$ 10,645	\$ 10,861	\$ 11,081	\$ 11,306	\$ 11,398
Total expenditure	Secondary Trade Area	\$ 97,558,549	\$ 99,627,837	\$ 99,906,360	\$ 99,853,000	\$ 99,751,118	\$ 99,568,760	\$ 99,492,672
Per-capita expenditure	Sault Ste. Marie Trade Area	\$ 10,466	\$ 10,508	\$ 10,678	\$ 10,894	\$ 11,115	\$ 11,341	\$ 11,433
Total expenditure	Sault Ste. Marie Trade Area	\$ 865,761,522	\$ 873,844,738	\$ 896,518,621	\$ 925,220,062	\$ 989,036,454	\$ 1,044,793,493	\$ 1,062,265,088
		OK	OK	OK	OK	OK	OK	OK

Appendix E: Retail Mapping



CITY OF SAULT STE. MARIE
LAND NEEDS ANALYSIS

SAULT STE. MARIE TRADE AREA
FIGURE 1

- Census Subdivision Boundary
- Primary Trade Area
- Secondary Trade Area
- USA

SCALE 1:280,000
0 2.5 5 10 km



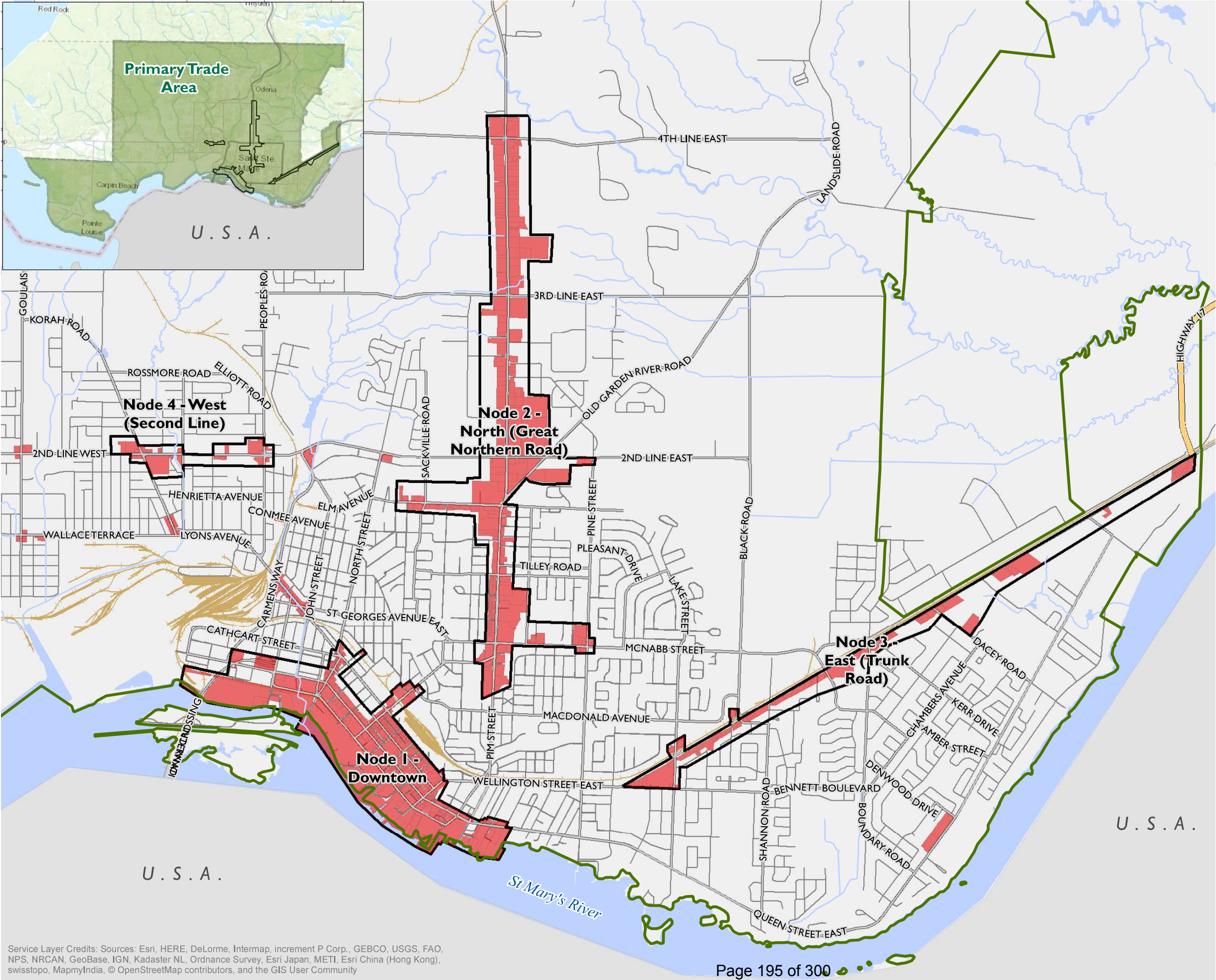
MAP DRAWING INFORMATION:
DATA PROVIDED BY MNR, CITY OF SAULT STE. MARIE

MAP CREATED BY: LK
MAP CHECKED BY: MS
MAP PROJECTION: NAD 1983 UTM Zone 17N



PROJECT: 17-6013
STATUS: DRAFT
DATE: 2018-04-19

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



CITY OF SAULT STE. MARIE
LAND NEEDS ANALYSIS

SAULT STE. MARIE RETAIL NODES
FIGURE 2

- Primary Trade Area
- Lands Designated for Commercial Uses in OP
- Retail Nodes
- Expressway / Highway
- Ramp
- Major Road
- Local Road
- Railway
- Watercourse
- Waterbody
- USA

SCALE 1:37,000
0 0,5 1 2 km

MAP DRAWING INFORMATION:
DATA PROVIDED BY MNRF, CITY OF SAULT STE. MARIE

MAP CREATED BY: LK
MAP CHECKED BY: MS
MAP PROJECTION: NAD 1983 UTM Zone 17N



PROJECT: 17-6013
STATUS: DRAFT
DATE: 2018-04-19

Appendix F: Estimated Residual Demand

Estimated Residual Demand

Table 1: Food and Convenience Retail

Expenditure Potential

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Total expenditure potential	Primary Trade Area	\$ 180,871,715	\$ 182,013,103	\$ 186,155,282	\$ 191,424,257	\$ 204,692,667	\$ 215,918,017	\$ 219,254,769
Local capture rate	Primary Trade Area	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Estimated total local capture of potential expenditure	Primary Trade Area	\$ 171,828,129	\$ 172,912,447	\$ 176,847,518	\$ 181,853,044	\$ 194,458,033	\$ 205,122,116	\$ 208,292,031
Total expenditure potential	Secondary Trade Area	\$ 23,007,080	\$ 23,459,809	\$ 23,384,113	\$ 23,195,535	\$ 22,996,435	\$ 22,779,769	\$ 22,692,704
Local capture rate	Secondary Trade Area	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Estimated total local capture of potential expenditure	Secondary Trade Area	\$ 11,503,540	\$ 11,729,905	\$ 11,692,057	\$ 11,597,768	\$ 11,498,218	\$ 11,389,885	\$ 11,346,352
Estimated total local expenditure potential (pre-inflow)	Sault Ste. Marie Trade Area	\$ 183,331,669	\$ 184,642,352	\$ 188,539,574	\$ 193,450,812	\$ 205,956,251	\$ 216,512,001	\$ 219,638,382
Expenditure in-flow rate	Sault Ste. Marie Trade Area	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Estimated total local expenditure potential (with inflow)	Sault Ste. Marie Trade Area	\$ 215,684,317	\$ 217,226,297	\$ 221,811,264	\$ 227,589,191	\$ 242,301,472	\$ 254,720,001	\$ 258,398,097

Residual Sales Demand

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Space inventory, sq.ft. GLA	Primary Trade Area	422,000	422,000	422,000	422,000	422,000	422,000	422,000
Rates of sales per sq.ft. GLA	Primary Trade Area	\$ 511	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515
Total sales supported by available space inventory		\$ 215,684,317	\$ 217,226,297	\$ 217,226,297	\$ 217,226,297	\$ 217,226,297	\$ 217,226,297	\$ 217,226,297
Residual sales demand		\$ -	\$ -	\$ 4,584,967	\$ 10,362,894	\$ 25,075,175	\$ 37,493,704	\$ 41,171,800

Residual/Warranted Space Demand

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
Rate of sales per sq.ft. GLA	Lower	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Residual demand (sq.ft.)	Lower	0	0	9,170	20,726	50,150	74,987	82,344
Rate of sales per sq.ft. GLA	Medium	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515
Residual demand (sq.ft.)	Medium	0	0	8,903	20,122	48,690	72,803	79,945
Rate of sales per sq.ft. GLA	Higher	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530
Residual demand (sq.ft.)	Higher	0	0	8,651	19,553	47,312	70,743	77,683

Table 2: General and Specialty Retail

Expenditure Potential

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Total expenditure potential	Primary Trade Area	\$ 403,946,408	\$ 407,509,208	\$ 420,956,150	\$ 438,295,355	\$ 474,548,477	\$ 506,845,489	\$ 517,248,347
Local capture rate	Primary Trade Area	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%
Estimated total local capture of potential expenditure	Primary Trade Area	\$ 302,959,806	\$ 305,631,906	\$ 315,717,112	\$ 328,721,516	\$ 355,911,358	\$ 380,134,116	\$ 387,936,261
Total expenditure potential	Secondary Trade Area	\$ 51,300,665	\$ 52,440,600	\$ 52,794,758	\$ 53,025,247	\$ 53,228,867	\$ 53,388,095	\$ 53,449,631
Local capture rate	Secondary Trade Area	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Estimated total local capture of potential expenditure	Secondary Trade Area	\$ 25,650,333	\$ 26,220,300	\$ 26,397,379	\$ 26,512,623	\$ 26,614,434	\$ 26,694,048	\$ 26,724,815
Estimated total local expenditure potential (pre-inflow)	Sault Ste. Marie Trade Area	\$ 328,610,138	\$ 331,852,206	\$ 342,114,491	\$ 355,234,140	\$ 382,525,791	\$ 406,828,164	\$ 414,661,076
Expenditure in-flow rate	Sault Ste. Marie Trade Area	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Estimated total local expenditure potential (with inflow)	Sault Ste. Marie Trade Area	\$ 410,762,673	\$ 414,815,257	\$ 427,643,114	\$ 444,042,675	\$ 478,157,239	\$ 508,535,205	\$ 518,326,345

Residual Sales Demand

Sault Ste. Marie Retail Study



	Trade Area	2016	2017	2021	2026	2031	2036	2038
Space inventory, sq.ft. GLA	Primary Trade Area	1,388,000	1,388,000	1,264,074	1,264,074	1,264,074	1,264,074	1,264,074
Rates of sales per sq.ft. GLA	Primary Trade Area	\$ 296	\$ 299	\$ 299	\$ 299	\$ 299	\$ 299	\$ 299
Total sales supported by available space inventory		\$ 410,762,673	\$ 414,815,257	\$ 377,778,949	\$ 377,778,949	\$ 377,778,949	\$ 377,778,949	\$ 377,778,949
Residual sales demand		\$ -	\$ -	\$ 49,864,164	\$ 66,263,725	\$ 100,378,290	\$ 130,756,256	\$ 140,547,395

Residual/Warranted Space Demand

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
Rate of sales per sq.ft. GLA	Lower	\$ 290	\$ 290	\$ 290	\$ 290	\$ 290	\$ 290	\$ 290
Residual demand (sq.ft.)	Lower	0	0	171,945	228,496	346,132	450,884	484,646
Rate of sales per sq.ft. GLA	Medium	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Residual demand (sq.ft.)	Medium	0	0	166,214	220,879	334,594	435,854	468,491
Rate of sales per sq.ft. GLA	Higher	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310
Residual demand (sq.ft.)	Higher	0	0	160,852	213,754	323,801	421,794	453,379

Table 3: Home Improvement

Expenditure Potential

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Total expenditure potential	Primary Trade Area	\$ 59,138,919	\$ 59,660,523	\$ 61,629,194	\$ 64,167,704	\$ 69,475,265	\$ 74,203,641	\$ 75,726,650
Local capture rate	Primary Trade Area	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%
Estimated total local capture of potential expenditure	Primary Trade Area	\$ 44,354,189	\$ 44,745,392	\$ 46,221,896	\$ 48,125,778	\$ 52,106,449	\$ 55,652,731	\$ 56,794,987
Total expenditure potential	Secondary Trade Area	\$ 7,510,565	\$ 7,677,455	\$ 7,729,305	\$ 7,763,049	\$ 7,792,860	\$ 7,816,171	\$ 7,825,180
Local capture rate	Secondary Trade Area	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Estimated total local capture of potential expenditure	Secondary Trade Area	\$ 3,755,283	\$ 3,838,728	\$ 3,864,652	\$ 3,881,525	\$ 3,896,430	\$ 3,908,086	\$ 3,912,590
Estimated total local expenditure potential (pre-inflow)	Sault Ste. Marie Trade Area	\$ 48,109,472	\$ 48,584,120	\$ 50,086,548	\$ 52,007,302	\$ 56,002,879	\$ 59,560,816	\$ 60,707,577
Expenditure in-flow rate	Sault Ste. Marie Trade Area	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Estimated total local expenditure potential (with inflow)	Sault Ste. Marie Trade Area	\$ 60,136,840	\$ 60,730,150	\$ 62,608,185	\$ 65,009,128	\$ 70,003,599	\$ 74,451,020	\$ 75,884,472

Residual Sales Demand

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Space inventory, sq.ft. GLA	Primary Trade Area	331,000	331,000	331,000	331,000	331,000	331,000	331,000
Rates of sales per sq.ft. GLA	Primary Trade Area	\$ 182	\$ 183	\$ 183	\$ 183	\$ 183	\$ 183	\$ 183
Total sales supported by available space inventory		\$ 60,136,840	\$ 60,730,150	\$ 60,730,150	\$ 60,730,150	\$ 60,730,150	\$ 60,730,150	\$ 60,730,150
Residual sales demand		\$ -	\$ -	\$ 1,878,035	\$ 4,278,978	\$ 9,273,449	\$ 13,720,871	\$ 15,154,322

Residual/Warranted Space Demand

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
Rate of sales per sq.ft. GLA	Lower	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175
Residual demand (sq.ft.)	Lower	0	0	4,950	11,167	27,060	40,465	44,430
Rate of sales per sq.ft. GLA	Medium	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185
Residual demand (sq.ft.)	Medium	0	0	4,682	10,564	25,597	38,277	42,028
Rate of sales per sq.ft. GLA	Higher	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195
Residual demand (sq.ft.)	Higher	0	0	4,442	10,022	24,285	36,314	39,873

Table 4: Retail Alcohol Sales

Expenditure Potential

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Total expenditure potential	Primary Trade Area	\$ 43,796,059	\$ 44,072,433	\$ 45,075,416	\$ 46,351,239	\$ 49,564,036	\$ 52,282,128	\$ 53,090,085
Local capture rate	Primary Trade Area	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Estimated total local capture of potential expenditure	Primary Trade Area	\$ 30,657,241	\$ 30,850,703	\$ 31,552,791	\$ 32,445,867	\$ 34,694,825	\$ 36,597,490	\$ 37,163,060
Total expenditure potential	Secondary Trade Area	\$ 5,530,313	\$ 5,639,138	\$ 5,620,942	\$ 5,575,613	\$ 5,527,754	\$ 5,475,674	\$ 5,454,745
Local capture rate	Secondary Trade Area	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Estimated total local capture of potential expenditure	Secondary Trade Area	\$ 2,765,157	\$ 2,819,569	\$ 2,810,471	\$ 2,787,806	\$ 2,763,877	\$ 2,737,837	\$ 2,727,373
Estimated total local expenditure potential (pre-inflow)	Sault Ste. Marie Trade Area	\$ 33,422,398	\$ 33,670,272	\$ 34,363,262	\$ 35,233,674	\$ 37,458,702	\$ 39,335,327	\$ 39,890,432
Expenditure in-flow rate	Sault Ste. Marie Trade Area	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Estimated total local expenditure potential (with inflow)	Sault Ste. Marie Trade Area	\$ 41,777,997	\$ 42,087,840	\$ 42,954,077	\$ 44,042,092	\$ 46,823,378	\$ 49,169,158	\$ 49,863,040

Residual Sales Demand

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Space inventory, sq.ft. GLA	Primary Trade Area	43,000	43,000	43,000	43,000	43,000	43,000	43,000
Rates of sales per sq.ft. GLA	Primary Trade Area	\$ 972	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979
Total sales supported by available space inventory	Primary Trade Area	\$ 41,777,997	\$ 42,087,840	\$ 42,087,840	\$ 42,087,840	\$ 42,087,840	\$ 42,087,840	\$ 42,087,840
Residual sales demand		\$ -	\$ -	\$ 866,237	\$ 1,954,252	\$ 4,735,537	\$ 7,081,318	\$ 7,775,200

Residual/Warranted Space Demand

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
Rate of sales per sq.ft. GLA	Lower	\$ 960	\$ 960	\$ 960	\$ 960	\$ 960	\$ 960	\$ 960
Residual demand (sq.ft.)	Lower	0	0	902	2,036	4,933	7,376	8,099
Rate of sales per sq.ft. GLA	Medium	\$ 980	\$ 980	\$ 980	\$ 980	\$ 980	\$ 980	\$ 980
Residual demand (sq.ft.)	Medium	0	0	884	1,994	4,832	7,226	7,934
Rate of sales per sq.ft. GLA	Higher	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Residual demand (sq.ft.)	Higher	0	0	866	1,954	4,736	7,081	7,775

Table 5: Restaurant

Expenditure Potential

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Total expenditure potential	Primary Trade Area	\$ 80,426,642	\$ 80,934,172	\$ 82,776,039	\$ 85,118,948	\$ 91,018,895	\$ 96,010,374	\$ 97,494,098
Local capture rate	Primary Trade Area	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%
Estimated total local capture of potential expenditure	Primary Trade Area	\$ 68,362,645	\$ 68,794,046	\$ 70,359,633	\$ 72,351,106	\$ 77,366,061	\$ 81,608,818	\$ 82,869,983
Total expenditure potential	Secondary Trade Area	\$ 10,209,925	\$ 10,410,834	\$ 10,377,242	\$ 10,293,556	\$ 10,205,201	\$ 10,109,050	\$ 10,070,413
Local capture rate	Secondary Trade Area	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Estimated total local capture of potential expenditure	Secondary Trade Area	\$ 5,104,962	\$ 5,205,417	\$ 5,188,621	\$ 5,146,778	\$ 5,102,601	\$ 5,054,525	\$ 5,035,207
Estimated total local expenditure potential (pre-inflow)	Sault Ste. Marie Trade Area	\$ 73,467,608	\$ 73,999,463	\$ 75,548,254	\$ 77,497,884	\$ 82,468,662	\$ 86,663,343	\$ 87,905,190
Expenditure in-flow rate	Sault Ste. Marie Trade Area	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Estimated total local expenditure potential (with inflow)	Sault Ste. Marie Trade Area	\$ 91,834,510	\$ 92,499,329	\$ 94,435,318	\$ 96,872,355	\$ 103,085,827	\$ 108,329,179	\$ 109,881,487

Residual Sales Demand

	Trade Area	2016	2017	2021	2026	2031	2036	2038
Space inventory, sq.ft. GLA	Primary Trade Area	299,000	299,000	299,000	299,000	299,000	299,000	299,000
Rates of sales per sq.ft. GLA	Primary Trade Area	\$ 307	\$ 309	\$ 309	\$ 309	\$ 309	\$ 309	\$ 309

Sault Ste. Marie Retail Study



Total sales supported by available space inventory	\$	91,834,510	\$	92,499,329	\$	92,499,329	\$	92,499,329	\$	92,499,329	\$	92,499,329	\$	92,499,329
Residual sales demand	\$	-	\$	-	\$	1,935,988	\$	4,373,026	\$	10,586,498	\$	15,829,849	\$	17,382,158

Residual/Warranted Space Demand

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
Rate of sales per sq.ft. GLA	Lower	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Residual demand (sq.ft.)	Lower	0	0	6,453	14,577	35,288	52,766	57,941
Rate of sales per sq.ft. GLA	Medium	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310	\$ 310
Residual demand (sq.ft.)	Medium	0	0	6,245	14,107	34,150	51,064	56,071
Rate of sales per sq.ft. GLA	Higher	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320
Residual demand (sq.ft.)	Higher	0	0	6,050	13,666	33,083	49,468	54,319

Table 6: E-commerce Adjustments by Retail Category

Food Store Retail

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
E-commerce adjustment factor		2.25%	2.75%	3.50%	4.00%	4.50%	5.00%	5.25%
Residual space demand, low rate of sales per sq.ft.	Lower	0	0	8,849	19,897	47,894	71,238	78,021
Residual space demand, medium rate of sales per sq.ft.	Medium	0	0	8,591	19,317	46,499	69,163	75,748
Residual space demand, high rate of sales per sq.ft.	Higher	0	0	8,348	18,771	45,183	67,206	73,604

General and Specialty Retail

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
E-commerce adjustment factor		4.50%	5.50%	7.00%	8.00%	9.00%	10.00%	10.50%
Residual space demand, low rate of sales per sq.ft.	Lower	0	0	159,909	210,216	314,980	405,795	433,758
Residual space demand, medium rate of sales per sq.ft.	Medium	0	0	154,579	203,209	304,481	392,269	419,300
Residual space demand, high rate of sales per sq.ft.	Higher	0	0	149,592	196,654	294,659	379,615	405,774

Home Improvement

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
E-commerce adjustment factor		2.25%	2.75%	3.50%	4.00%	4.50%	5.00%	5.25%
Residual space demand, low rate of sales per sq.ft.	Lower	0	0	4,777	10,720	25,843	38,441	42,097
Residual space demand, medium rate of sales per sq.ft.	Medium	0	0	4,518	10,141	24,446	36,364	39,822
Residual space demand, high rate of sales per sq.ft.	Higher	0	0	4,287	9,621	23,192	34,499	37,779

Retail Alcohol Sales

	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
E-commerce adjustment factor		0.00%	0.10%	1.00%	2.00%	3.00%	4.00%	4.50%
Residual space demand, low rate of sales per sq.ft.	Lower	0	0	893	1,995	4,785	7,081	7,735
Residual space demand, medium rate of sales per sq.ft.	Medium	0	0	875	1,954	4,687	6,937	7,577
Residual space demand, high rate of sales per sq.ft.	Higher	0	0	858	1,915	4,593	6,798	7,425



Restaurant

Sales Efficiency Scenario		2016	2017	2021	2026	2031	2036	2038
E-commerce adjustment factor		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Residual space demand, low rate of sales per sq.ft.	Lower	0	0	6,453	14,577	35,288	52,766	57,941
Residual space demand, medium rate of sales per sq.ft.	Medium	0	0	6,245	14,107	34,150	51,064	56,071
Residual space demand, high rate of sales per sq.ft.	Higher	0	0	6,050	13,666	33,083	49,468	54,319

Table 7: Total Residual Retail Space and Land Demands

Total Residual Demand (without Vacancy Reuptake Adjustment)

Residual Space Demand	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
Residual retail space demand, sq.ft.	Lower	0	0	180,881	257,405	428,789	575,322	619,551
Residual retail space demand, sq.ft.	Medium	0	0	174,809	248,728	414,262	555,796	598,518
Residual retail space demand, sq.ft.	Higher	0	0	169,135	240,626	400,710	537,586	578,902

Vacancy Reuptake Adjustment

Vacancy Adjustments	2016	2017	2021	2026	2031	2036	2038
Estimated vacancy (sq.ft.)	305,000	305,000	428,926	428,926	428,926	428,926	428,926
Assumed vacancy reuptake rate	50.0%	50.0%	50.0%	52.5%	55.0%	57.5%	58.8%
Assumed vacancy reuptake amount (sq.ft.)	152,500	152,500	214,463	225,186	235,909	246,632	251,994

Total Residual Space Demand by Sales Efficiency Scenario

Residual Space Demand	Sales Efficiency Scenario	2016	2017	2021	2026	2031	2036	2038
Total residual space demand, retail, sq.ft.	Lower	0	0	-33,582	32,219	192,880	328,690	367,557
Total residual space demand, retail, sq.ft.	Medium	0	0	-39,654	23,542	178,353	309,164	346,524
Total residual space demand, retail, sq.ft.	Higher	0	0	-45,328	15,440	164,800	290,953	326,908

Residual Land Demand - Lower Sales Efficiency

Residual Land Demand	Land Coverage Rate	2016	2017	2021	2026	2031	2036	2038
Total residual land demand, retail, hectares	25.0%	0.0	0.0	-1.2	1.2	7.2	12.2	13.7
Total residual land demand, retail, acres	25.0%	0.0	0.0	-3.1	3.0	17.7	30.2	33.8
Total residual land demand, retail, hectares	30.0%	0.0	0.0	-1.0	1.0	6.0	10.2	11.4
Total residual land demand, retail, acres	30.0%	0.0	0.0	-2.6	2.5	14.8	25.2	28.1

Residual Land Demand - Medium Sales Efficiency

Residual Land Demand	Land Coverage Rate	2016	2017	2021	2026	2031	2036	2038
Total residual land demand, retail, hectares	25.0%	0.0	0.0	-1.5	0.9	6.6	11.5	12.9

Sault Ste. Marie Retail Study



Total residual land demand, retail, acres	25.0%	0.0	0.0	-3.6	2.2	16.4	28.4	31.8
Total residual land demand, retail, hectares	30.0%	0.0	0.0	-1.2	0.7	5.5	9.6	10.7
Total residual land demand, retail, acres	30.0%	0.0	0.0	-3.0	1.8	13.6	23.7	26.5

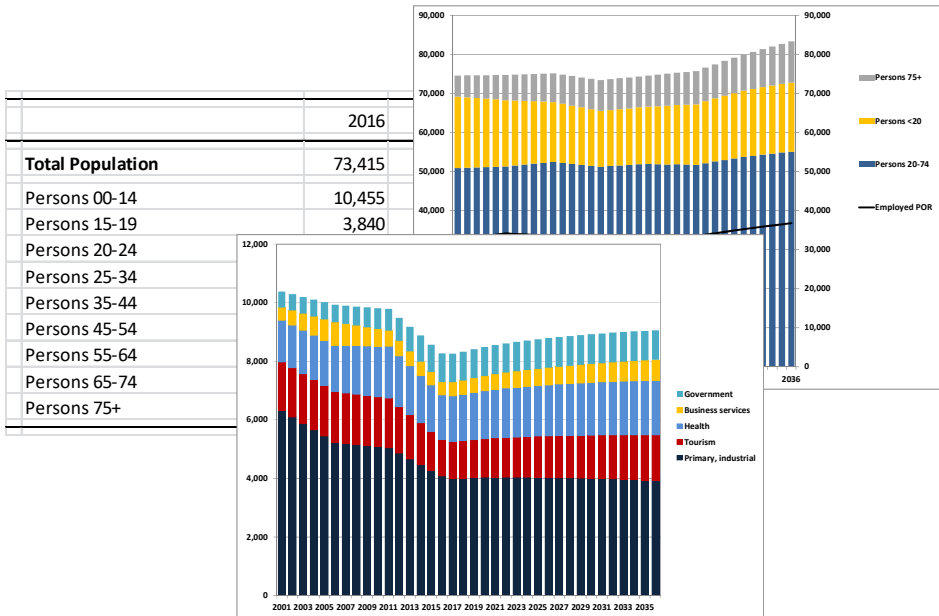
Residual Land Demand - Higher Sales Efficiency

Residual Land Demand	Land Coverage Rate	2016	2017	2021	2026	2031	2036	2038
Total residual land demand, retail, hectares	25.0%	0.0	0.0	-1.7	0.6	6.1	10.8	12.1
Total residual land demand, retail, acres	25.0%	0.0	0.0	-4.2	1.4	15.1	26.7	30.0
Total residual land demand, retail, hectares	30.0%	0.0	0.0	-1.4	0.5	5.1	9.0	10.1
Total residual land demand, retail, acres	30.0%	0.0	0.0	-3.5	1.2	12.6	22.3	25.0

Sault Ste. Marie, Ontario

Population and Employment Projections to 2036

January 2019



Sault Ste. Marie's Employment in 2016

Sault Ste. Marie's Economic Base

8,265 of 31,045
jobs by place-of-work
account for Sault Ste. Marie's
economic base
(27% of total EPOW)

manufacturing (3,605)
health, social services (1,523)
tourism (1,252)
all other (1,885)

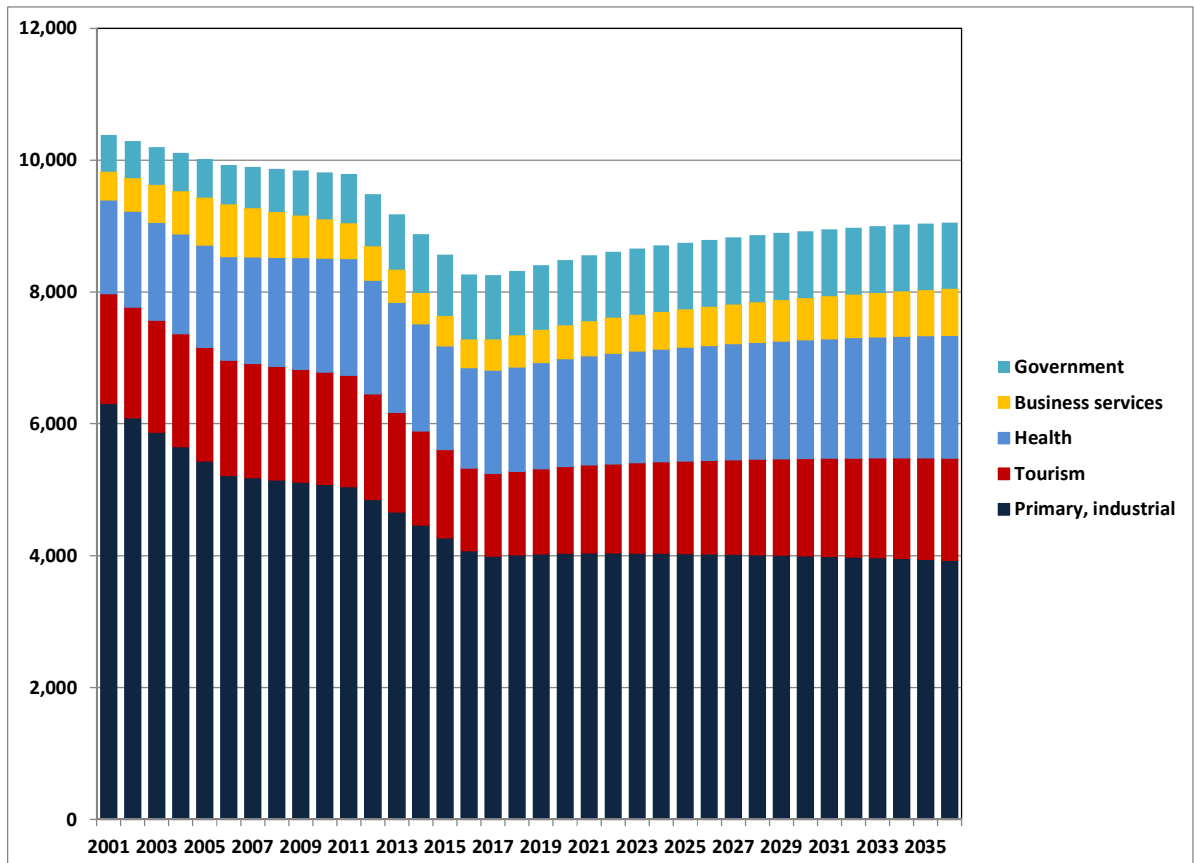
within manufacturing
primary metals (2,610)
wood products (215)
fabricated metals (160)
all other (620)

	Ontario		Sault Ste. Marie		Sault Ste. Marie		SSM
Population and employment by industry	Employed	/ 1,000	Employed	/ 1,000	EB	CB	EB%
Total population	13,448,494	---	73,368	---	---	---	---
Total employment by place-of-work	5,867,270	436	31,045	444	8,265	22,780	27
Agriculture, other primary	88,450	7	110	2	110	0	100
Mining, oil and gas	24,705	2	75	0	75	0	100
Utilities	43,785	3	310	4	55	255	18
Construction	213,400	16	1,015	19	232	783	23
Manufacturing	624,260	46	3,605	60	3,605	0	100
Wholesale trade	238,335	18	565	10	0	565	0
Retail trade	707,530	53	4,450	62	739	3,711	17
Transportation, warehousing	232,090	17	955	13	0	955	0
Information, culture	153,455	11	360	4	0	360	0
Finance, insurance	483,235	36	1,355	19	0	1,355	0
Professional, scientific, technical services	497,790	37	1,110	16	0	1,110	0
Other business services	234,280	17	1,745	23	430	1,315	25
Education	460,690	34	2,460	34	0	2,460	0
Health, social services	680,110	51	5,410	71	1,523	3,887	28
Arts, entertainment, recreation	119,330	9	1,125	16	513	612	46
Accommodation, food	420,400	31	2,630	31	0	2,630	0
Other services	257,000	19	1,215	18	0	1,215	0
Government	388,425	29	2,550	42	983	1,567	39

Source: 2016 Census

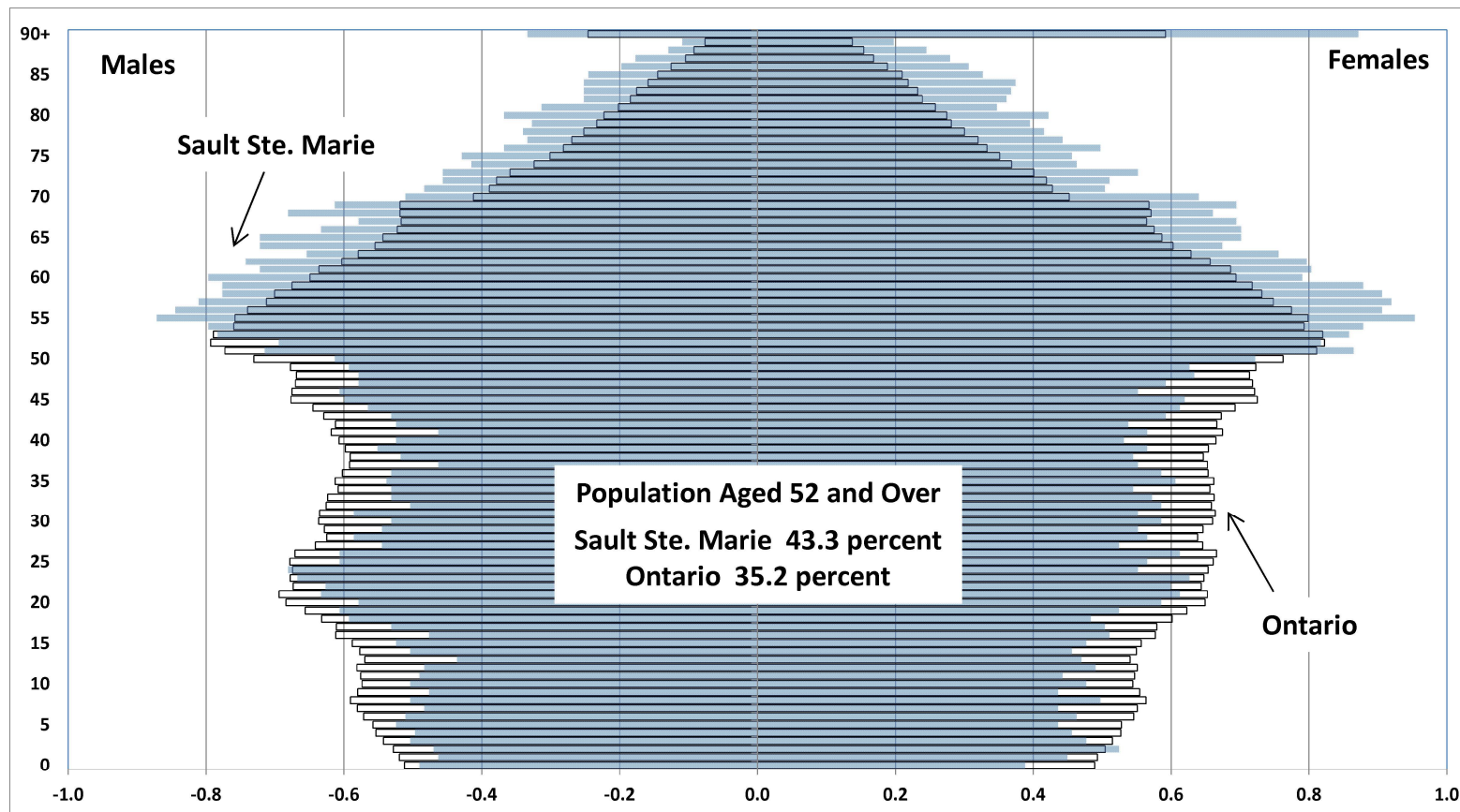
Sault Ste. Marie's Economic Base Employment 2001 to 2036

Sault Ste. Marie's Economic Base Employment	
2016	8,265
2036	9,055



Sources: Statistics Canada and metro economics

Population by Age and Gender as a Percent Share of the Total in 2016



Source: 2016 Census

Sault Ste. Marie Total Population Projections

Total Population

2016 73,400
2036 83,300
Up 9,900

Population 20-74

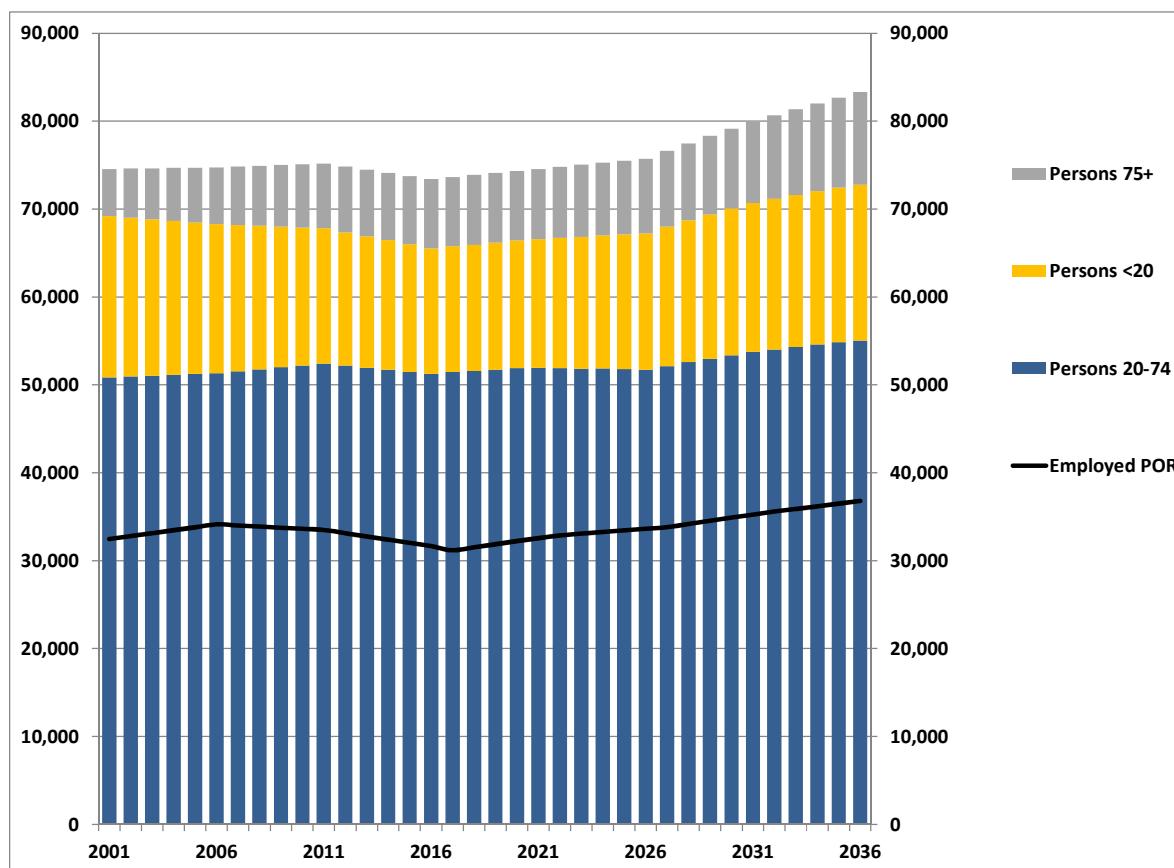
2016 51,200
2036 55,000
Up 3,800

Total EPOR

2016 31,700
2036 36,800
Up 5,100

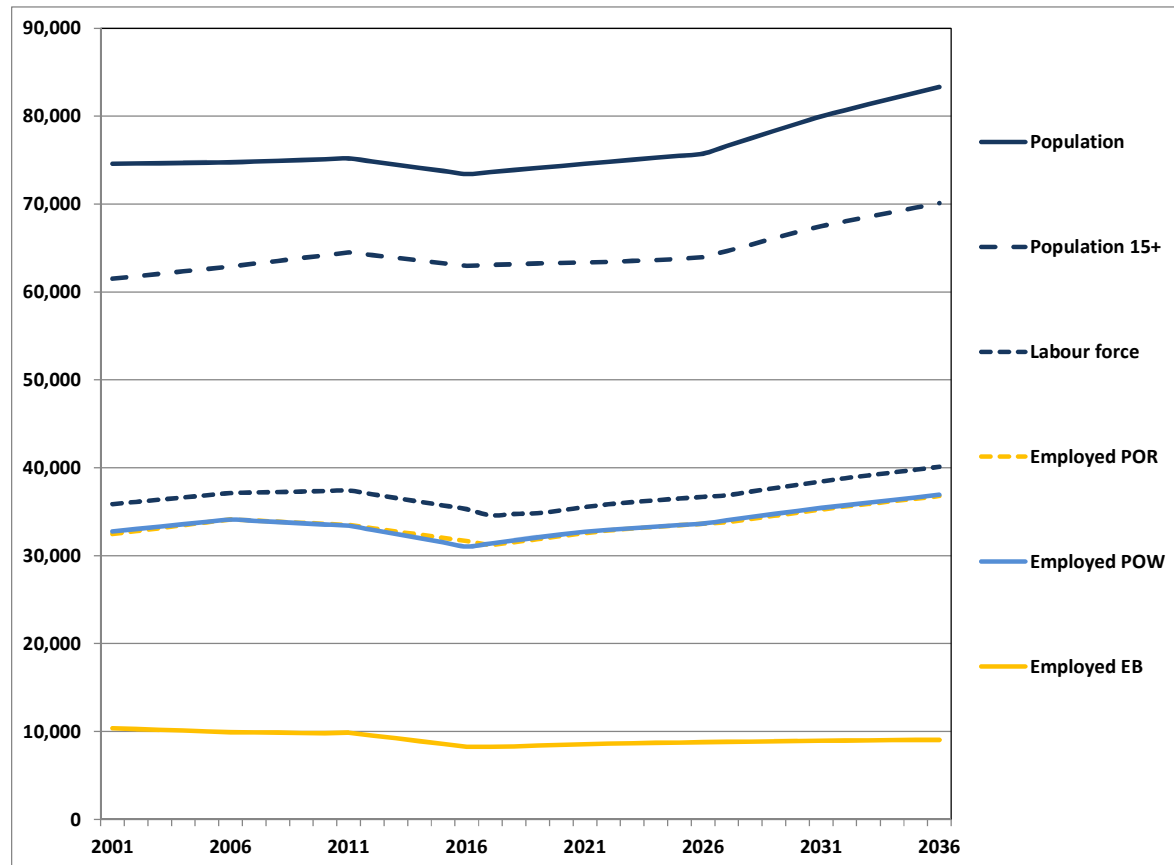
EPOR / Pop 20-74

2016 0.618
2036 0.668
Up 0.050



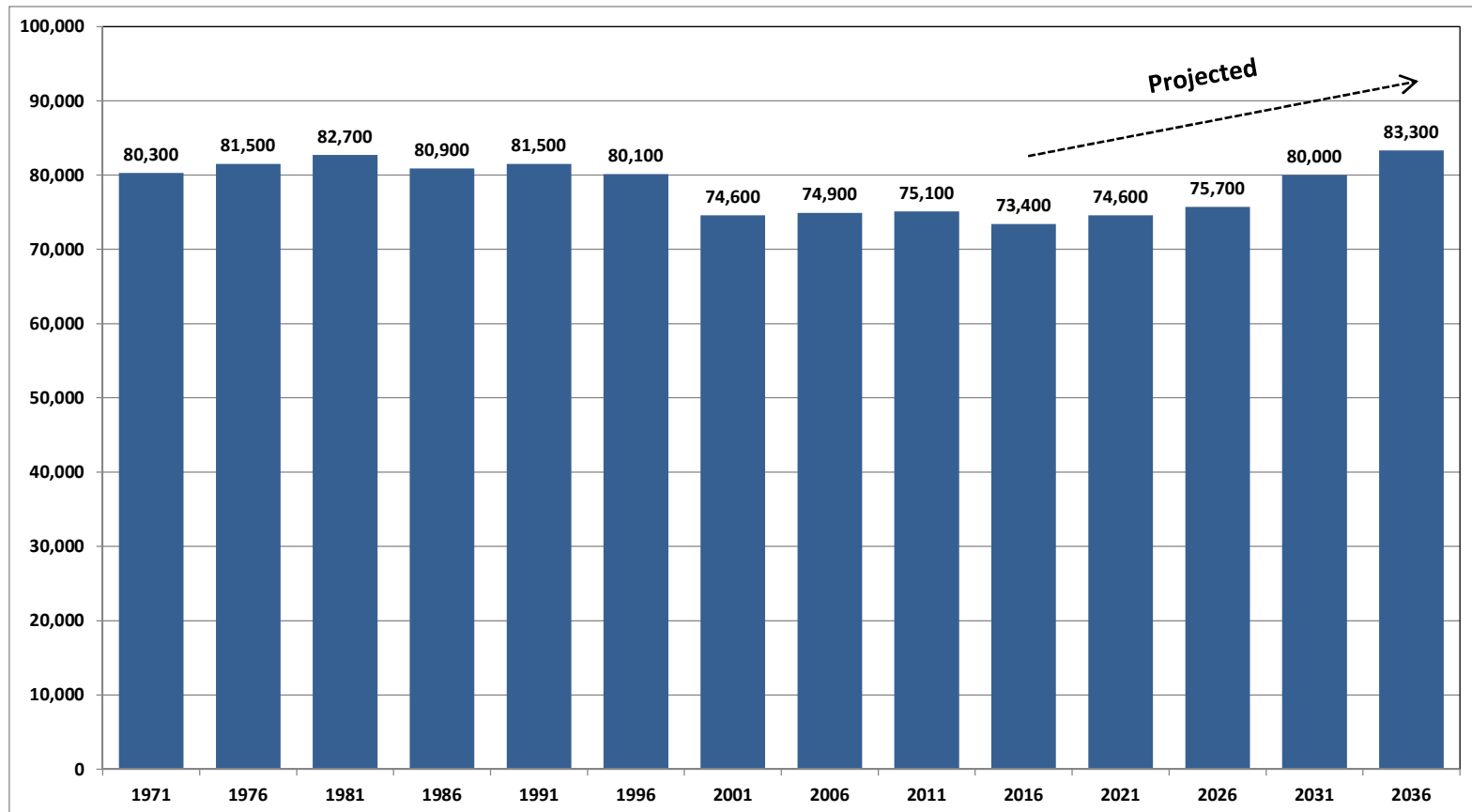
Source: Censuses of Canada and metro economics

Sault Ste. Marie Total Population Projections



Source: Censuses of Canada and metro economics

Sault Ste. Marie Total Population Projections



Source: Censuses of Canada and metro economics

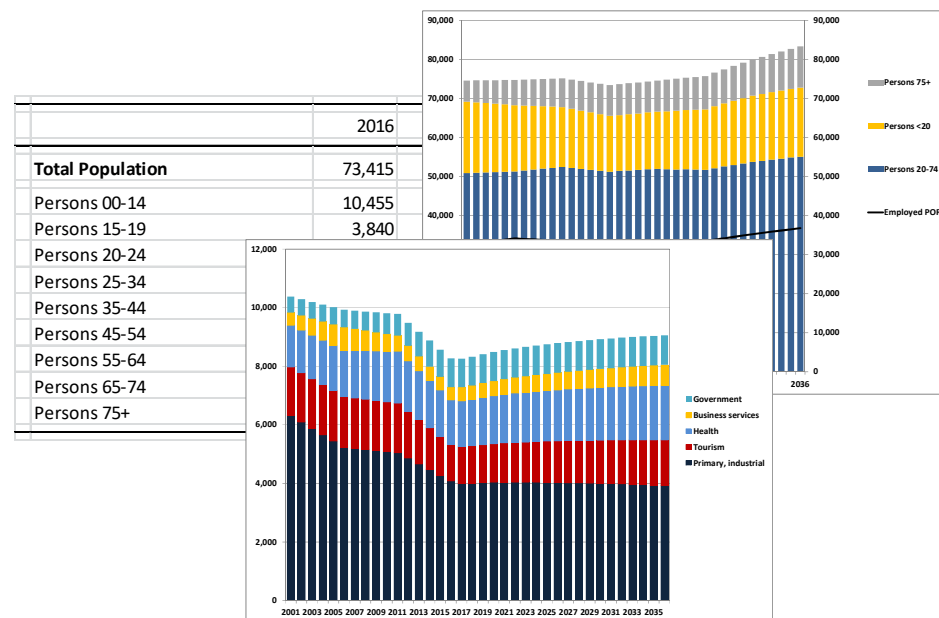
Sault Ste. Marie Population and Employment Projections by Component

	2016	2036	Change
Total Population	73,415	83,310	9,895
Persons 00-14	10,455	13,210	2,755
Persons 15-19	3,840	4,510	670
Persons 20-24	4,525	4,530	5
Persons 25-34	8,245	8,380	135
Persons 35-44	8,005	11,400	3,395
Persons 45-54	10,075	11,060	985
Persons 55-64	11,820	9,590	-2,230
Persons 65-74	8,570	10,080	1,510
Persons 75+	7,880	10,550	2,670

	2016	2036	Change
Total employed by place-of-work	31,045	36,940	5,895
Agriculture, forestry	110	70	-40
Mining, oil and gas	75	90	15
Utilities	310	350	40
Construction	1,015	1,680	665
Manufacturing	3,605	3,320	-285
Wholesale trade	565	780	215
Retail trade	4,450	4,630	180
Transportation, warehousing	955	1,090	135
Information, culture	360	320	-40
Finance, insurance, real estate	1,355	1,530	175
Professional, scientific, technical services	1,110	1,740	630
Other business services	1,745	2,850	1,105
Education	2,460	3,040	580
Health, social services	5,410	6,660	1,250
Arts, entertainment, recreation	1,125	1,720	595
Accommodation, food	2,630	3,270	640
Other services	1,215	1,170	-45
Government	2,550	2,630	80

Source: Censuses of Canada and metro economics

Tom McCormack
tom@metroeconomics.ca
(905) 466-0454



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-15

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board for a one (1) year pilot for a “flat fee for service” for transit services.

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 The Sault Ste. Marie District Social Services Administration Board, a copy of which is attached as Schedule “A” hereto. This Agreement is for a one (1) year pilot for a “flat fee for service” for transit services.

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 28th day of January, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

FUNDING OF TRANSIT PASSES AGREEMENT

THIS FUNDING OF TRANSIT PASSES AGREEMENT ("Agreement") is dated the ____ day of _____, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "**City**")

OF THE FIRST PART;

- AND -

**AT THE SAULT STE. MARIE DISTRICT SOCIAL SERVICES
ADMINISTRATION BOARD**

(hereinafter called the "**DSSAB**")

OF THE SECOND PART;

WHEREAS the City operates Public Transit Services; and

WHEREAS DSSAB has had a relationship with the City to provide Transit passes on a case-by-case basis and remit the required funds to the City's Transit Department; and

WHEREAS it is both practical and desirable that DSSAB transfer a lump sum to the City on a trial basis to both expedite and streamline the process; and,

WHEREAS the effect of the lump sum transfer to the City by DSSAB will ensure funding is directly allocated to the acquisition of a transit pass to the benefit of any qualified applicant as determined by DSSAB;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. This Agreement shall be enforced for a term of eleven (11) months commencing February 1st, 2019 up to December 31, 2019 with an option to renew for four (4) additional years thereafter along terms mutually agreed to. Either party shall provide the other party at least sixty (60) days written notice of its intention to renew

or terminate this Agreement. If no notice is provided by the Parties to terminate or renew, the Agreement will renew on the same terms set out herein.

2. DSSAB agrees to pay to the City \$450,000.00 in exchange for the Transit passes the City provides to DSSAB as set out in this Agreement. The said payment from DSSAB to the City shall be paid in accordance with the following payment schedule:
 - a. February 1, 2019 \$75,000.00;
 - b. March 1, 2019 \$75,000.00;
 - c. April 1, 2019 \$300,000.00.
2. DSSAB covenants and agrees to pay in addition to the payment provided for in Paragraph 2, all City administration costs for acquiring the Transit passes to be allocated to a qualified applicant, including reasonable costs relating to printing of transit passes as it is anticipated that there will be an upfront cost to the City of approximately \$3,000.00 to print numerous transit passes as required by DSSAB. However, this amount owing by DSSAB shall be capped at \$5,000 on an annual basis.
3. The City covenants and agrees that the funds provided to it by DSSAB shall be used solely towards the acquisition of Transit passes for qualified applicants and for no other purpose.
4. It is agreed by the parties hereto that if the City ceases to provide Transit service at any point in the future this Agreement shall terminate forthwith.
5. Neither party shall assign this Agreement without the written consent of the other party.
6. DSSAB covenants and agrees that it will always 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 or funds as provided under the provisions of this Agreement. Likewise, the City covenants and agrees that it will always indemnify and hold harmless DSSAB 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 Transit passes provided under the provisions of this Agreement.
7. If either party wishes to terminate this Agreement, that party may do so by giving the other party at one (1) months written notice of its intention to terminate. Unless terminated earlier or in accordance with this clause or clause 3, this Agreement

shall terminate on December 31, 2019. If DSSAB or the City wants to extend this Agreement beyond the said date, either party can elect to provide notice to the other as set out in section 1 of this Agreement.

Notice to the City shall be provided to:

Brent Lamming
Director of Community Services
99 Foster Dr.
Sault Ste. Marie, ON
P6A 5N1

Notice to DSSAB shall be provided to:

Mike Nadeau
CAO
390 Bay St., Unit 405
Sault Ste. Marie, ON
P6A 5L8

8. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

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

MAYOR-CHRISTIAN PROVENZANO

CITY CLERK-MALCOLM WHITE

**THE SAULT STE. MARIE DISTRICT
SOCIAL SERVICES
ADMINISTRATION BOARD**

CAO – MIKE NADEAU

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-16

REGULATIONS: (R1.56) A by-law to amend By-law 2003-52 (Licensing Pawnbrokers).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, S.O. 2001, c.25, **ENACTS** as follows:

1. **BY-LAW 2003-52 AMENDED**

By-law 2003-52 No. 3 is amended by deleting "\$260.00" and inserting "\$275.00" for the licence fee.

2. **EFFECTIVE DATE**

This by-law takes effect on January 21, 2019.

PASSED in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-17

APPOINTMENTS TO LOCAL BOARDS: (L5.2) A by-law to appoint members to various Local Boards in the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **APPOINTMENTS TO THE MUNICIPAL HERITAGE COMMITTEE**

The following persons are hereby appointed as members of the Local Municipal Heritage Committee pursuant to the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, s. 28 and pursuant to the terms of By-law 2003-117 from January 28, 2019 to December 31, 2020:

Matthew Scott
Mark Caruso
David Ellis
Deane Greenwood
Sara McCleary
Brendan McShane
Sean Meades
Malcolm Morrison
Julia Piskiewicz
Harvey Robbins
Jami van Haaften

2. **APPOINTMENTS TO MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- a) The following persons are hereby designated to act as the Head pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, s. 3 for the purpose of administering the *Municipal Freedom of Information and Protection of Privacy Act* from January 28, 2019 to December 31, 2020:

Marchy Bruni
Luke Dufour
Corey Gardi
Donna Hilsinger
Rick Niro
Matthew Shoemaker

b) POWERS OF HEAD DELEGATED

Pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, s. 49, all of the powers and duties granted or vested in the Head are hereby delegated to the City Solicitor or his/her designate.

7. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

PASSED in Open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

tj\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2019\\2019-17 Appointments Local Boards.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-18

LICENSING: (L3.8) A by-law to amend By-law 2003-54 (Licensing Plumbers).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **BY-LAW 2003-54 AMENDED**

By-law 2003-54 No. 6(d) is amended by deleting “\$25.00” and inserting “\$30.00” for the “Master Plumber licence fee”.

2. **EFFECTIVE DATE**

This by-law takes effect on January 21, 2019.

PASSED in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-19

REGULATIONS: (R1.26) A by-law to amend By-law 2002-165 (Adult Entertainment Parlours).

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, 2001 S.O. 2001 c. 25, **ENACTS** as follows:

1. **BY-LAW 2002-165 AMENDED**

By-law 2002-165 No. 4(1) is amended by deleting "\$90.00" and inserting "\$105.00" for the "Adult Entertainment Parlour-Burlesque Attendant..."

2. **EFFECTIVE DATE**

This by-law takes effect on January 21, 2019.

PASSED in open Council this 28th day of January, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-19 Amend Adult Entertainment By-law 2002-165.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-20

REGULATIONS: (R1.69) A by-law to amend By-law 2003-50 (License Amusement Arcades).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, 2001, S.O. 2001, c.25, **ENACTS** as follows:

1. **BY-LAW 2003-50 AMENDED**

By-law 2003-50 No. 9 is amended by deleting "\$265.00" and inserting "280.00" for the license fee.

2. **EFFECTIVE DATE**

This by-law takes effect on January 21, 2019.

PASSED in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-21

AGREEMENT: (T3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The 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 January 28, 2019 between the City and Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Dedicated Gas Tax Funds for Public Transportation Program.

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 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

**Ministry of
Transportation**

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley Ouest
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



JAN 22 2019

Mayor Christian Provenzano
City of Sault Ste. Marie
99 Foster Drive, PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Sault Ste. Marie** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario, (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2018/19 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

165. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$1,129,167** ("the "Maximum Funds") in accordance with, and subject to, the terms set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.

.../2

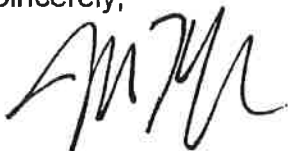
166. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a certified copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$846,875**; and any remaining payment(s) will be provided thereafter.
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2018/19 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.

9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Jeff Yurek
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

Municipality

Per: _____ Date: _____
Mayor

Per: _____ Date: _____
Chief Financial Officer/Treasurer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-22

STREETS: (S4) A by-law to amend Streets By-law 2008-131.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **BY-LAW 2008-131 AMENDED**

By-law 2008-131 is amended as follows:

- (a) deleting Section 13(7)(a) and inserting “for a single driveway entrance the applicant shall pay for the installation of a new culvert the sum of Three Thousand Sixty Five (\$3,065.00) Dollars”; and
- (b) deleting Section 13(7)(b) and inserting “for a single or double driveway entrance if the applicant requests or in the opinion of the Commissioner of Engineering and Planning requires a new culvert having greater length than the minimum the applicant shall pay an additional coupling charge of Two Hundred and Fifty Five (\$255.00) Dollars and for such additional length at the rate of One Thousand Twenty (\$1,020.00) Dollars per lineal meter in increments of 1 meter”; and
- (c) deleting Section 13(7)(c) and inserting “for a double driveway entrance to two separate properties the Applicant shall pay for the installation of a new culvert the sum of Five Thousand One Hundred Ten (\$5,110.00) Dollars”.

2. **EFFECTIVE DATE**

This by-law takes effect on January 21, 2019.

PASSED in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-23

FEES: (P1.6) A By-law to amend By-law 2010-87 (Minor Variance Fees for Commercial, Industrial or Institutional Zoned Applications Committee of Adjustment).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 69 of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto **ENACTS** as follows:

1. **BY-LAW 2010-87 AMENDED**

By-law 2010-87 is amended as follows:

No. 1(1) The application fee to be charged by the Committee of Adjustment for minor variance applications for property that is zoned Single Unit Residential in Zoning By-law 2005-150 is amended by deleting "\$510.00" and inserting "\$520.00";

No. 1(2) The application fee to be charged by the Committee of Adjustment for minor variance applications for property that is zoned Multiple Unit <5 units, property zoned Rural Area and property zoned Estate Residential in Zoning By-law 2005-150, is amended by deleting "\$710.00" and inserting "\$720.00";

No. 1(3) The application fee to be charged by the Committee of Adjustment for minor variance applications for property that is zoned Multiple Unit >4 units, all other zones save and except those referred to above, in Zoning By-law 2005-150, is amended by deleting "\$820.00" and inserting "\$840.00";

No. 1(4) Is amended by deleting "The fee to be charged by the Committee of Adjustment for deferral of minor variance applications, if the deferral is requested by the applicant is \$75.00."

No. 1(5) Is amended by deleting "The application fee to be charged by the Committee of Adjustment for consent applications for a lot addition, partial discharge of mortgage, easement is \$710.00."

No. 1(6) The application fee to be charged by the Committee of Adjustment for consent applications for new lot creation is amended by deleting "\$600.00 + \$400.00 + \$300.00 for easement/lot/app" and inserting "\$610.00 + \$410.00 + \$310.00 for easement/lot/app";

No. 1(7) The fee to be charged by the Committee of Adjustment for each Certificate of Official (Final Consent Application) pursuant to a Committee of Adjustment decision is amended by deleting “\$205.00” and inserting “\$210.00”;

No. 1(8) The fee to be charged by the Committee of Adjustment for deferral of consent or minor variance applications, if the deferral is requested by the applicant is amended by deleting “\$75.00” and inserting “\$80.00”;

No. 1(10) The fee to be charged to appeal a Property Standards Order to Remedy Violation (Appeal Fee) is amended by deleting “\$205.00” and inserting “\$210.00”;

No. 1(11) (Fence in All Zones) deleting “\$410.00/app” and inserting “\$420.00/app”;

No. 1(13) (Records Retrieval/Decision Search) deleting “\$75.00” and inserting “\$80.00”;

No. 1(14) (Special Hearing) deleting “\$510 + Application Fee” and inserting “\$520.00 + Application Fee”;

No. 1(15) (Appeal (Minister of Finance)) deleting “\$300.00” and inserting “Flat Fee established by MOF (Minister of Finance)”;

No. 1(16) (Appeal (Sault Ste. Marie)) replacing with fee of “\$150.00”.

2. **EFFECTIVE DATE**

This by-law takes effect on January 21, 2019.

PASSED in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-24

BUILDING: (B1) A By-law to amend Schedule “A” to By-law 2008-148 a By-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 7 of the *Building Code Act, 1992, S.O. 1992, c. 23*, and amendments thereto, **ENACTS** as follows:

1. **BY-LAW 2008-148 AMENDED**

By-law 2008-148 is amended by deleting Schedule “A” and replacing it with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

This By-law takes effect on the 21st of January, 2019.

PASSED in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE



Building Division revision date 2018-12-14
Passed by Council on 2019-01-14

Schedule "A"

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

$$\text{Permit fee} = \text{SI} \times \text{A}$$

Where SI = Service index for class of proposed work
A = floor area in m² of work involved.

2. A minimum fee of \$121.95 shall be charged for all work or if not described below as a Fixed Fee (FF).
3. For Building Classifications that are not described in sections 5 – 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.
4. Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced the penalty shall be an additional 100%.

Building Classification

5. New Construction / Alterations and Renovations

Service Index (SI)
\$ x 1m² unless otherwise indicated

Group A – (assembly occupancies)	
School, churches – New Construction	\$31.39
Restaurants – New Construction	\$31.39
All other assembly – New Construction	\$31.39
Alterations and Renovations (includes decks & roof structures)	\$8.66
Air supported structure	\$8.66
Emergency lighting	\$338.74 ff per Storey
Fire alarms	\$338.74 ff per Storey
Parking garage repairs	\$5.99
Portable classrooms foundations	\$8.66
Residing, re-roofing	\$1.05
Sprinkler, standpipes	\$338.74 ff plus \$0.56 / m ²
Tents - less than 225m ²	\$121.95
Tents - greater than 225m ²	\$406.48 ff
Window / Door replacement	\$4.85 / opening + \$121.95 ff

Group B - (institutional occupancies)	
All types – New Construction	\$31.39
Alterations and Renovations (includes decks & roof structures)	\$8.66
Emergency lighting	\$338.74 ff per Storey
Fire alarms	\$338.74 ff per Storey
Parking garage repairs	\$5.99
Residing, re-roofing	\$1.05
Sprinkler, standpipes	\$338.74 ff plus \$0.56 / m ²
Window / Door replacement	\$4.85 / opening + \$121.95 ff
Group C – (residential occupancies)	
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	\$25.84
Single Dwelling Modular Units – New Construction	\$22.55
All other multiple units – New Construction	\$20.80
Hotels, motels – New Construction	\$27.75
Alterations and Renovations (includes decks & roof structures)	\$6.93
Balcony repairs	\$121.95 ff + \$8.66 / unit
Basement finishing	\$6.15
Basement new under existing dwelling	\$6.93
Canopy, carport	\$12.83
Emergency lighting	\$338.74 ff per Storey
Fire alarms	\$338.74 ff per Storey
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks	\$121.95 ff
Attached garage and accessory buildings	\$6.15
Detached garage	\$6.15
Shed < 25 m ²	\$121.95 ff
Sprinkler, standpipes	\$338.74 ff plus \$0.56 / m ²
Window / Door replacement	\$4.85 / opening + \$121.95 ff
Group D – (business & personal services occupancies)	
Offices and all others – shell only – New Construction	\$23.85
Interior tenant finishing – New Construction	\$6.50
Alterations and Renovations (includes decks & roof structures)	\$6.93
Emergency lighting	\$338.74 ff per Storey
Fire alarms	\$338.74 ff per Storey
Parking garage repairs	\$5.99
Residing, re-roofing	\$1.05
Sprinkler, standpipes	\$338.74 ff plus \$0.56 / m ²
Window / Door replacement	\$4.85 / opening + \$121.95 ff
Group E – (mercantile occupancies)	
Retail store shell, department store, supermarkets, all other Group E – New Construction	\$17.89
Interior tenant finishing	\$6.50
Alterations and Renovations (includes decks & roof structures)	\$6.93
Emergency lighting	\$338.74 ff per Storey
Fire alarms	\$338.74 ff per Storey
Parking garage repairs	\$5.99
Residing, re-roofing	\$1.05
Sprinkler, standpipes	\$338.74 plus \$0.56 / m ²
Window / Door replacement	\$4.85 / opening + \$121.95 ff

Group F – (industries occupancies)		
Industrial building shell less than 7500 m ² – New Construction		\$13.87
Industrial building shell greater than 7500 m ² – New Construction		\$11.27
Parking garage – New Construction		\$8.92
All other F occupancies – New Construction		\$13.87
Interior tenant finishing		\$6.50
Alterations and Renovations (includes decks & roof structures)		\$6.93
Emergency lighting	\$338.74 ff per Storey	
Fire alarms	\$338.74 ff per Storey	
Farm buildings		\$5.98
Industrial Equipment Foundations	1% of construction value	
Parking garage repairs		\$5.99
Residing, re-roofing		\$1.05
Sprinkler, standpipes	\$338.74 ff plus \$0.56 / m ²	
Window / Door replacement	\$4.85 / opening + \$121.95 ff	
6. Demolition		
Group C – Single Family Dwelling 55 m ² or less		\$130.08 ff
All others		\$260.14 ff
7. Designated Structures OBC Subsection 1.3.1.1.		
Crane runway	\$979.90 ff / structure	
Exterior tanks	\$979.90 ff / structure	
Outdoor pool and spa		\$32.60
Wind power towers	\$979.90 ff / structure	
All other structures	\$450.92 ff / structure	
8. Standalone Mechanical		
New ductwork or piping	\$20.06 per diffuser, radiator, or unit	
Group C residential Single Family Dwelling (unit and ductwork)		\$190.78 ff
New unit		\$190.78 / unit
Special mechanical system (exhaust hoods, solar panels etc.)		\$407.56 ff
Plumbing & drainage	\$18.72 / fixture	
Sewer installation & capping (single residential unit)		\$121.95 ff
Site services (water, sewer servicing for all other buildings)		\$407.56 ff

9. Additional Charges		
Occupancy permit		\$20.80 ff / unit
Conditional permit	10% of applicable building permit fees (\$193.00 ff minimum)	
Change of use permit		\$416.23 ff
Permit renewal/transfer		\$212.28 ff
Moving permit		\$121.95 ff
Re-inspection		\$121.95 ff
Sign permit		\$121.95 ff each
Portable signs		\$121.95 ff each
<i>Culvert as determined by Pubic Works & Transportation Dept</i>		
Curb or sidewalk depression		\$43.36 ff
Certificate of zoning conformity Single Family Dwelling		\$52.03 ff + HST (\$58.79)
Certificate of zoning conformity Other		\$104.06 ff +HST (\$117.59)
File Inquiry and plans inquiry Single Family Dwelling		\$52.03/SFD + HST (\$58.79)
Other		\$104.06/others + HST (\$117.59)
Annual Fee		\$867.16/Year + HST (\$979.89)
Lift Order (By-Law)		\$182.10 ff
Work Order Appeal (By-Law)		\$182.10 ff
Lift Order (Building Code)		\$182.10 ff + HST (\$205.77)
Liquor License Application		\$104.06 ff +HST (\$117.59)
Alternative Solution Proposal (per application)		\$677.47 ff

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-26

AGREEMENT: (P5) A by-law to authorize the execution of the Proposal between the City and KPMG LLP for Service Profile Development for the City of Sault Ste. Marie on a single source basis

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Proposal dated January 21, 2019 between the City and KPMG LLP, a copy of which is attached as Schedule "A" hereto. This Proposal is for Service Profile Development for the City of Sault Ste. Marie on a single source basis.

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 28th day of January, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE



KPMG LLP
Claridge Executive Centre
144 Pine Street
Sudbury ON P3C 1X3
Tel 705-675-8500
Fax 705-675-7586
www.kpmg.ca

**Mayor Christian Provenzano
and Members of City Council
Corporation of the City of Sault Ste. Marie**
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

January 21, 2019

Dear Mayor and Council:

We are writing to confirm the terms of our engagement to assist the Corporation of the City of Sault Ste. Marie (the "City") with the development of municipal service profiles based on the Municipal Reference Model ("MRM").

OBJECTIVE OF THE ENGAGEMENT

As outlined in the request for proposal document, the City is seeking to develop a level of service inventory to better understand the services it provides, to assist in making decisions with respect to service delivery levels and to provide a foundation for future initiatives, including but not limited to service delivery reviews.

Through the use of the MRM as the foundation, the City is looking to establish a finite list of services, supported by a service profile which will include costs for those services, related revenues, other resources, risk assessment, initial performance measures and any other content necessary which will be used to provide an understanding of the City's current baseline for services and service levels.

DELIVERABLES AND TIMING

The deliverables and workplan associated with this engagement are outlined in our proposal document to the City dated January 7, 2019 and are included as Appendix A.

We are prepared to commence work on this engagement immediately and anticipate providing our draft report to the City on or before October 31, 2019.

CLIENT SERVICE TEAM

This engagement will be led by Oscar Poloni, a partner in KPMG's Sudbury office. Other KPMG personnel will be available to assist Oscar as required.

PROPOSED FEES

Our professional fees for this engagement will be \$79,050, inclusive of disbursements but excluding HST.



Corporation of the City of Sault Ste. Marie

January 21, 2019

RESTRICTIONS

This engagement is subject to KPMG's standard terms and conditions which have been included as Appendix A to this letter. For greater clarity, references to the Client in the terms and conditions refer to the Corporation of the City of Sault Ste. Marie.

This engagement letter is conditional upon the satisfactory completion of KPMG's risk management and client and engagement acceptance processes.

We trust the above is satisfactory for your purposes and appreciate the opportunity to be of assistance to the City. Should you have any questions concerning this or any other matter, please do not hesitate to contact us at your convenience.

If you are in agreement with the content of this letter, please indicate so by signing in the space designated below and returning a copy to us.

Yours very truly

KPMG LLP

Per Oscar Poloni, CPA, CA, CBV
Partner

/lb

Enclosures:

The **Corporation of the City of Sault Ste. Marie** agrees with the terms of the engagement as set out above.

Mayor Christian Provenzano

Date

City Clerk - Malcolm White



APPENDIX A - Workplan and Deliverables

Municipal Reference Model Training

This phase of our study will involve two key deliverables:

- The delivery of MRM training sessions to City personnel (number of sessions to be determined); and
- City approval for the form and content of the service profiles

MRM Training Sessions

We will conduct an initial training session with the City's senior management team, as well as individual training sessions for each City department (as well as ABC's included in the scope of the review) to provide an introduction to the MRM. This training will include, but not be limited to:

- An introduction to the MRM, including its history and applicability to municipalities (i.e. potential uses, linkages to sustainability decision-making);
- An overview of MRM elements and taxonomy, including the definition of programs, services, subservices, direct vs. indirect clients, etc.
- Case studies involving the experience of other municipalities that have utilized the MRM for service profile development and other uses; and
- As part of the MRM training sessions, we will develop and provide the City with printed and electronic copies of training materials as well as reference materials for the MRM.

To the extent considered necessary by the City, we can adjust the planned scope of our training sessions accordingly.

MRM Form and Content

Building on the Phase I documentation review and other information provided by the City, we will develop a suggested service profile framework that will (i) address the specific needs of the City with respect to how best to present its services; and (ii) reflect KPMG's experience with service profiles developed by other municipalities. With respect to the required items to be addressed in the service profiles, we suggest that consideration be given to:

- Ensuring an appropriate the level of detail for certain elements of the service profiles. For example, rather than discussing customers, we believe it is often valuable to differentiate between direct and indirect customers, which allows for service outcomes and other items to be viewed from both perspectives. Based on this reasoning, parks and recreation services would be profiled from the participant's perspective (the direct customer) and the participant's family (the indirect customer), with associated service outcomes developed for both.
- Ensuring a comprehensive inclusion of MRM elements in the profiles. In addition to typical items included in service profiles (service description, purpose statement, customer, delivery, service objective, service levels and sub-services), we will identify additional items that could be included in the service profiles, which may include service outputs/service output types, accountable organizational units, and value statement.



As part of the MRM training session with the City's senior management group, we will present the suggested service profile framework for review and approval. The approved service profile format will be included in the departmental training sessions.

Service Profile Development

Following the initial MRM training sessions, we will commence workshops with each department to develop the actual service profiles. Based on our experience with other municipalities, we propose the following approach to developing the service profiles:

1. We will conduct an initial working session with each department that will involve a discussion concerning the services and subservice provided by the department, intended to identify items for inclusion in the profiles. This discussion will be informed by the Phase I documentation review.

Attendees at the departmental working sessions will be determined in conjunction with the City.

2. Following the initial meeting, KPMG will prepare a first draft of the service profiles, consistent with the service profile format approved by the City and reflecting the information obtained during the first departmental meetings. Our experience demonstrates that having KPMG 'hold the pen' on the service profiles maximizes consistency in terms of presentation and level of detail, as well as alleviating demand on City staff.
3. KPMG will circulate the service profiles to the departments one week prior to a second round of meetings, during which KPMG will discuss the draft service profiles and required revisions to the documents.
4. Following the incorporation of revisions, KPMG will forward a second draft version of the service profiles to the departments for review and comments. Based on our experience, we do not believe that a follow-up working session is required (comments can be provided by email). However, we are willing to hold additional working sessions if required.
5. Upon completion of the service profiles, we will aggregate the service profiles into (i) program profiles, which present a consolidated view of all services that contribute towards a specific program (as defined by MRM); and (ii) a corporate profile, which consolidates all programs into a City-wide perspective.

Benchmarking and Performance Measures

This phase is important for analyzing the municipal context within which the City operates to provide perspective on the effectiveness and efficiency of its service delivery, as well as to determine the relevant factors that may influence possible change.

This phase of our work is comprised to two separate components.



Performance Metrics

During this stage of our work, we will work with City staff to develop performance metrics for the various services. While conditional upon the wishes of the City, we suggest that consideration be given to developing two types of indicators:

- Efficiency indicators, which measure the amount of resources used to produce a given output, normally expressed on a per unit of output basis such as winter roads maintenance costs per lane kilometre of roads maintained. In certain instances, it is important to recognize that for certain services, the fixed nature of the majority of costs limits the benefits of expressing performance efficiency on a per unit basis (i.e. sewage treatment costs per thousand of cubic metres of treated water).
- Effectiveness indicators, which measure the extent to which a program, service or process is achieving its desired outcomes. Effectiveness indicators could include response times for fire services or registration levels for parks and recreation programming.

For the purposes of presenting the performance metrics, we suggest they be developed for multiple years (as opposed to a single point-in-time measure), in order to identify trends in the City's performance.

The development of the performance metrics will include recommendations concerning data collection processes that could be adopted to enhance ongoing collection and reporting on performance indicators.

Benchmarking

In our experience, clients benefit tremendously by learning about the experiences of other jurisdictions. In this phase, we seek to build on the City's current jurisdictional knowledge by conducting a high level benchmarking review. The benchmarking review will consist of an analysis of 2018 budgets for up to five comparator municipalities. For the purposes of the benchmarking analysis, we intend to rely on budgets as opposed to Financial Information Returns (FIRs) as our experience demonstrates that FIR data involves a level of aggregation that may be too high for effective benchmarking. For example, the use of FIR data precludes an analysis of different administrative functions (finance, IT, human resources) as these are aggregated under the General Government caption. In addition, while we may reference indicators developed under MBNA, the municipalities reporting under MBNA may not necessarily be optimal comparators for the City.

Where necessary, we will conduct interviews with the selected comparator municipalities to obtain additional information as well as to confirm aspects of our analysis.

The municipal benchmarking will involve municipalities with comparable population and household levels, to be discussed with and approved by the City. In selecting the municipal comparators, we will explore whether the City wishes to have a single comparator cohort (i.e. the same municipalities for all services) or is willing to consider different comparators for different services. If the latter is the case, lower or upper tier municipalities can be considered for inclusion in the comparative analysis if (i) an upper or lower tier municipality is viewed as a better comparator based on population, household levels, geographic area and other characteristics; (ii) the service is typically delivered exclusively at one tier only.



Corporation of the City of Sault Ste. Marie

January 21, 2019

At the completion of our analysis, KPMG will circulate the performance metrics and benchmarking analysis to the departments one week prior to a working session with each department to review the results and adjust our analysis as required. Following the incorporation of any revisions, we will provide a presentation of the performance metrics and benchmarking analysis to the City's senior management team.

Final Report and Presentation

KPMG will summarize all of the work completed during the previous phases and develop a draft service profile report that includes profiles at the service, program and corporate levels. The draft report will be provided to the City's senior management team for review, with a follow-up presentation by KPMG to review the document and required changes. Following the presentation, we will provide a second draft report for review and approval by the senior management team.

Once the final report has been validated by the senior management team, KPMG will provide our final report and, if requested, assist with a presentation of the results to City Council.



TERMS AND CONDITIONS FOR ADVISORY AND TAX SERVICES

1. TERMS AND CONDITIONS.

- a. These Terms and Conditions are an integral part of the accompanying Proposal or Engagement Letter from KPMG that identifies the engagement to which they relate.
- b. In the event of conflict between the Proposal or Engagement Letter and these Terms and Conditions, these Terms and Conditions shall prevail unless specific reference to a provision of the Terms and Conditions being varied is made in the Proposal or Engagement Letter. Other capitalized words in these Terms and Conditions shall have the meanings given to them in the Proposal or Engagement Letter.

2. SERVICES.

KPMG will use reasonable efforts to complete the performance of the services within any agreed-upon time-frame. It is understood and agreed that KPMG's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client. Nothing in these Terms and Conditions or Engagement Letter (or Proposal) shall be construed as precluding or limiting in any way the right of KPMG to provide services of any kind or nature whatsoever to any person or entity as KPMG in its sole discretion deems appropriate.

3. CLIENT RESPONSIBILITIES.

- a. Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, equipment, data and information necessary for KPMG to perform the services under the Engagement Letter. To the extent that KPMG personnel are on Client premises, Client will take all reasonable precautions for the safety of KPMG partners and employees at Client premises. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to KPMG for purposes of the performance by KPMG of its services hereunder. The Proposal or Engagement Letter may set forth additional responsibilities of Client in connection with the engagement. Client acknowledges that Client's failure to perform these obligations could adversely impact KPMG's ability to perform its services.
- b. Client agrees that Client, and not KPMG, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee the performance of the services under the Engagement Letter, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including, without limitation, monitoring ongoing activities.
- c. Client acknowledges and agrees that KPMG will, in performing the services, base its conclusions on the facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material effect on KPMG's conclusions.
- d. Client acknowledges that information made available by it, or by others on Client's behalf, or otherwise known to partners or staff of KPMG who are not engaged in the provision of the services hereunder shall not be deemed to have been made available to the individuals within KPMG who are engaged in the provision of the services hereunder. Client undertakes that, if anything occurs after information is provided by Client to KPMG to render such information untrue, unfair or misleading, Client shall promptly notify KPMG.

4. REPORTING.

- a. All oral and written communications by KPMG to Client with respect to the engagement, including, without limitation, drafts and those communications occurring prior to the execution of the Engagement Letter will be subject to the terms and conditions of the Engagement Letter and

these Terms and Conditions. During the performance of the services, KPMG may supply oral, draft or interim advice, reports or presentations but in such circumstances KPMG's written advice or final written report shall take precedence. No reliance should be placed by Client on any oral, draft or interim advice, reports or presentations. Where Client wishes to rely on oral advice or oral presentation, Client shall inform KPMG and KPMG will provide documentary confirmation of the advice concerned.

- b. Subsequent to the completion of the engagement, KPMG will not update its advice, recommendations or work product for changes or modification to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions occur.

5. WORKING PAPERS AND USE OF REPORTS; USE OF NAME AND LOGO

- a. KPMG retains all rights in all methodologies, know-how, knowledge, applications and software developed by KPMG either prior to or during the engagement. KPMG also retains all rights (including, without limitation, copyright) in all reports, written advice and other working papers and materials developed by KPMG during the engagement. Unless contemplated by the Engagement Letter, all reports and written advice are confidential and intended solely for Client's internal use (or the use of Client's management, as applicable) to assist with this specific matter or transaction, and, where applicable, government taxation authorities, and are not for general use, circulation or publication. Such reports and written advice shall not be edited, referred to, circulated, reproduced, distributed, published, made available, used for any other purpose or relied upon by any other person without KPMG's express written permission and on such terms and conditions as KPMG may require in its sole discretion. If such permission is given, Client shall not publish any extract or excerpt of KPMG's written advice or report or refer to KPMG without providing the entire advice or report at the same time. Notwithstanding the foregoing, Client may disclose in whole any report or written advice given to Client by KPMG hereunder solely to Client's legal and professional advisors for the purposes of Client seeking advice in respect of the transaction or matter to which the engagement relates, provided that when doing so Client informs such advisors that: (i) disclosure by them (except as permitted herein) is not permitted without KPMG's prior written consent; and (ii) KPMG accepts no responsibility or liability to such advisors in connection with such reports or written advice. Subject to the restrictions of Section 6, KPMG is entitled to use or develop the knowledge, experience and skills of general application gained through performing the engagement.
- b. Client shall not refer to KPMG or use KPMG's name or logo in any manner or medium without the prior written permission of KPMG in each instance, which permission may be unreasonably withheld by KPMG.
- c. The contents of this Section 5 may be reproduced in any report or written advice of KPMG, in whole or in part, at KPMG's sole discretion. Any failure of KPMG to include any such language shall not derogate from the obligations set out in this Section 5.

6. CONFIDENTIALITY.

- a. Except as described in Section 5 above, Client will treat in confidence any information provided by KPMG to Client, including but not limited to KPMG methodologies, know-how, knowledge, application or software, and will not use or disclose any such confidential information of KPMG to others.
- b. Except as expressly set forth herein, KPMG will treat as confidential all proprietary information and personal information obtained from Client in the course of the engagement.
- c. The restrictions in subsections 6 (a) and (b) above shall not apply to any information that: (i) is required by law or professional standards applicable to KPMG to be disclosed; (ii) that is in or hereafter enters the public domain; (iii) that is or hereafter becomes known to Client or KPMG, as the case may be, without breach of any confidentiality obligation; or (iv) that is independently developed by KPMG.
- d. KPMG shall be entitled to include a description of the services rendered in the course of the engagement in marketing and research materials and disclose such information to third parties, provided that all such information will be rendered anonymous and not subject to association with Client.



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e. KPMG shall be entitled to share all information with all other member firms of KPMG International Cooperative ("KPMG International"). KPMG may also use such information to offer services that may be of interest to Client. KPMG may retain and may disclose to other KPMG International member firms, subject to terms of this Section 6, such information required for compliance with applicable professional standards or internal policies or for quality reviews or to share best practices.

f. Professional standards require KPMG personnel performing any audit or assurance services for clients to discuss or have available to them all information and materials that may affect the audit or assurance engagement. Client authorizes, if Client is or becomes an assurance Client, KPMG personnel performing services under the engagement to make available to the KPMG assurance engagement team and other KPMG personnel, the findings, observations and recommendations from the engagement and agrees that KPMG may use all such findings, observations and recommendations in KPMG's assurance engagement.

g. Except as required by applicable law or regulation, Client shall keep confidential the existence and terms of the Proposal or the Engagement Letter (as applicable) and these Terms and Conditions. Such confidential information shall not be distributed, published or made available to any other person without KPMG's express written permission. Further, for purposes of the services described in the Engagement Letter only, the Client hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of Client solely for presentations or reports to the Client or for internal KPMG presentations and intranet sites.

7. PERSONAL INFORMATION CONSENTS AND NOTICES.

Any collection, use or disclosure of personal information is subject to KPMG's Privacy Policy available at www.kpmg.ca. KPMG may be required to collect, use and disclose personal information about individuals during the course of the engagement. Client represents and warrants that: (i) it will obtain from individuals all consents required by law to permit KPMG to collect, use and disclose all personal information reasonably required in the course of the engagement, and (ii) it has provided notice of KPMG's potential processing of information outside of Canada (as described in Section 8 below) to all individuals whose personal information is disclosed to KPMG.

8. USE OF MEMBER FIRMS AND THIRD PARTY SERVICE PROVIDERS.

Personal and/or confidential information collected by KPMG during the course of the engagement may be used, processed and stored outside of Canada by KPMG, KPMG International member firms providing services hereunder, KPMG subsidiaries, affiliates and related parties or third party service providers to provide professional services and administrative, analytical and clerical support and to comply with applicable law, regulations and professional standards. Client also understands and agrees that KPMG aggregates Client's information with information from other sources for the purpose of improving quality and service, and for use in presentations to clients and non-clients, in a form where such information is sufficiently de-identified so as not to be attributable to Client. KPMG represents to Client that each KPMG International member firm; KPMG subsidiary, affiliate and related party and third party service provider providing services hereunder has agreed or shall agree to conditions of confidentiality with respect to Client's information to the same or similar extent as KPMG has agreed pursuant to Section 6. Further, KPMG is responsible to Client for causing such KPMG subsidiaries, affiliates, related parties and third party service providers to comply with such conditions of confidentiality, and KPMG shall be responsible to Client for their failure to comply and failure of each KPMG International member firm providing services hereunder to comply with its obligations of confidentiality owed to KPMG. Any services performed by KPMG subsidiaries, affiliates, related parties and third party service providers shall be performed in accordance with the terms of the Engagement Letter, including Section 6, but KPMG shall remain responsible to Client for the performance of such services and services performed by each KPMG International member firm providing services hereunder. Such personal and/or confidential information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG's Privacy Officer noted in KPMG's Privacy Policy is able to answer

any individual's questions about the collection of personal information required for KPMG to deliver services hereunder.

9. TAXES/BILLING/EXPENSES/FEES.

a. All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Client without deduction from the fees and charges hereunder.

b. Bills will be rendered on a regular basis as the engagement progresses. Our professional fees are also subject to a technology and support charge to cover information technology infrastructure costs and administrative support of our client service personnel which are not included in our client service personnel fee. The technology and support fee covers costs such as our client service personnel computer hardware and customized KPMG software, telecommunications equipment, client service professional administrative support, IT programming, professional services and other client support services. Other direct out-of-pocket costs, such as travel, will be charged separately based on our actual costs. For certainty, Client acknowledges that to the extent a subsidiary, affiliate or related party of KPMG is engaged by KPMG to assist KPMG in providing the services hereunder, Client may receive bills from such subsidiary, affiliate or related party of KPMG for such services. Accounts are due when rendered. Interest on overdue accounts is calculated at the rate noted on the invoice commencing 30 days following the date of the invoice.

c. Without limiting its rights or remedies, KPMG shall have the right to halt or terminate entirely its services until payment is received on past due invoices.

d. In the event that the engagement is terminated and Client proceeds to complete the transaction or financing within 18 months from the termination date, then the full amount of any Completion Fee shall be payable on closing of the transaction or the completion of financing, regardless of whether KPMG provided further service.

10. LIMITATION ON WARRANTIES.

THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. KPMG DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION ON LIABILITY.

a. Client agrees that KPMG shall not be liable to Client for any actions, damages, claims, fines, penalties, complaints, demands, suits, proceedings, liabilities, costs, expenses, or losses (collectively, "Claims") in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to KPMG under the engagement. On a multi-phase engagement, KPMG's liability shall be based on the amount actually paid to KPMG for the particular phase that gives rise to the liability.

b. In the event of a Claim by any third party against KPMG that arises out of or relates to the services performed hereunder, Client will indemnify and hold harmless KPMG from all such Claims, including, without limitation, reasonable legal fees, except to the extent finally determined to have resulted from the intentional, deliberate or fraudulent misconduct of KPMG.

c. In no event shall KPMG be liable for consequential, special, indirect, incidental, punitive or exemplary damages, liabilities, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In any Claim arising out of the engagement, Client agrees that KPMG's liability will be several and not joint and several. Client may only claim payment from KPMG of KPMG's proportionate share of the total liability based on degree of fault.

d. For purposes of this Section 11, the term KPMG shall include its subsidiaries, its associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives. The provisions of this Section 11 shall apply regardless



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of the form of Claim, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

12. LEGAL PROCEEDINGS.

a. Client agrees to notify KPMG promptly of any request received by Client from any court or applicable regulatory authority with respect to the services hereunder, KPMG's confidential information, KPMG's advice or report or any related document.

b. If KPMG is required by law, pursuant to government regulation, subpoena or other legal process to produce documents or personnel as witnesses arising out of the engagement and KPMG is not a party to such proceedings, Client shall reimburse KPMG at standard billing rates for professional time and expenses, including, without limitation, reasonable legal fees, expenses and taxes incurred in responding to such compelled assistance.

c. If Client requests that KPMG produce documents or personnel as witnesses in any proceedings in any way related to the engagement or services provided by KPMG hereunder and KPMG is not a party to such proceedings, KPMG may agree to produce documents or personnel as witnesses on such terms and conditions as KPMG may, in its sole discretion, determine. Without limiting the generality of the foregoing, Client shall reimburse KPMG at standard billing rates for professional time and expenses, including, without limitation, reasonable legal fees, expenses and taxes, incurred in responding to such Client requests.

d. Client acknowledges that KPMG may from time to time receive requests or orders from professional, securities or other regulatory, judicial or governmental authorities (both in Canada and abroad) to provide them with information and copies of documents in KPMG's files including, without limitation, working papers and other work-product relating to Client, which information and documents may contain confidential information of Client. Except where prohibited by law, KPMG will advise Client of the request or order. Client hereby acknowledges that KPMG will provide these documents and information without further reference to, or authority from Client.

Client must mark any document over which it asserts privilege as "privileged". When such an authority requests access to KPMG's working papers and other work-product relating to Client's affairs, KPMG will, on a reasonable efforts basis, refuse access to any document over which Client has expressly informed KPMG at the time of delivery that the Client asserts privilege (by the Client marking such document as "privileged" as contemplated in the foregoing sentence). Notwithstanding the foregoing, where disclosure of documents is required by law, KPMG will disclose such privileged documents. If and only if the authority requires such access to such privileged documents pursuant to the laws of a jurisdiction in which express consent of the Client is required for such disclosure, then Client hereby provides its consent.

Where privileged Client documents are disclosed by KPMG as contemplated above, KPMG is directed to advise the authority that Client is permitting disclosure only to the extent required by law and for the limited purpose of the authority's exercise of statutory authority. KPMG is directed to advise the authority that Client does not intend to waive privilege for any other purpose and that Client expects its documents to be held by the authority as privileged and confidential material. For greater certainty, Client and KPMG hereby agree that this acknowledgement (and, if required, consent) does not negate or constitute a waiver of privilege for any purpose and Client expressly relies upon the privilege protections afforded under statute and otherwise under law.

13. LIMITATION PERIOD.

No proceeding arising under or relating to the engagement, may be brought by either party more than one year after the cause of action has accrued or in any event not more than five years after completion of the engagement in the case of an advisory services engagement and not more than eight years after completion of the engagement in the case of a tax services engagement, except that a proceeding for non-payment may be brought by KPMG at any time following the date of the last payment due to KPMG hereunder. For purposes of this Section 13, the term KPMG shall include its subsidiaries and associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives.

14. TERMINATION.

Unless terminated sooner in accordance with its terms, the engagement shall terminate on the completion of KPMG's services hereunder, which completion shall be evidenced by the delivery by KPMG to Client of the final invoice in respect of the services performed hereunder. Should Client not fulfill its obligations set out herein or in the Engagement Letter and in the absence of rectification by Client within 10 days, KPMG may, upon written notice, terminate its performance and will not be responsible for any loss, cost or expense resulting therefrom. If at any time during the engagement it is determined by KPMG, in its sole discretion, that there may be an actual or potential breach by KPMG of applicable professional standards, KPMG may terminate the engagement, without liability, immediately on notice to Client. The engagement may be terminated by either party at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination. Upon early termination of the engagement, Client shall be responsible for the payment to KPMG for KPMG's time and expenses incurred up to the termination date, as well as reasonable time and expenses to bring the engagement to a close in a prompt and orderly manner.

15. E-MAIL COMMUNICATION.

Client recognizes and accepts the risks associated with communicating by Internet e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless Client requests in writing that KPMG does not communicate by Internet e-mail, Client assumes all responsibility or liability in respect of the risk associated with its use.

16. POTENTIAL CONFLICTS OF INTEREST.

a. For purposes of this Section 16, "KPMG" means KPMG LLP and KPMG subsidiaries, affiliates and related parties providing services hereunder, if applicable. KPMG is engaged by a wide variety of entities and individuals, some of whom may be creditors, investors, borrowers, shareholders, competitors, suppliers or customers of Client, or other parties with conflicting legal and business interests to Client, including, without limitation, in relation to the audit, tax or advisory services provided to Client by KPMG. KPMG's engagements with such companies and individuals may result in a conflict with Client's interests.

b. As a condition of KPMG's engagement by Client, Client agrees that: (i) without further notice or disclosure, KPMG may accept or continue engagements on unrelated matters to KPMG's engagement for Client in which KPMG may act contrary to Client's interests even if those unrelated matters are materially and directly adverse to Client; and (ii) without further notice or disclosure, KPMG may provide advice or services to any other person or entity making a competing bid or proposal to that of Client whether or not KPMG is providing advice or services to Client in respect of Client's competing bid or proposal.

c. In accordance with professional standards, and except as set out below, KPMG will not use any confidential information regarding Client in connection with its engagements with other clients, and will establish confidentiality and other safeguards to manage conflicts, which may include, in KPMG's sole discretion, the use of separate engagement teams and data access controls. In no event shall KPMG be liable to Client or shall Client be entitled to a return of fees and disbursements incurred on behalf of Client or any other compensation whatsoever as a result of KPMG accepting or continuing a conflicting engagement.

d. Client further agrees that KPMG may, in its sole discretion, disclose the fact or general nature of its engagement for Client to (i) KPMG International and other KPMG International member firms in order to check against potential conflicts of interest, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual in order to permit KPMG to act for such entity or individual, or for Client, in connection with the engagement or any future engagement.

e. Where another party has engaged KPMG to deliver services before Client has done so, and subsequently circumstances change such that there is a conflict, which in KPMG's sole opinion cannot be adequately managed through the use of confidentiality and other safeguards, KPMG shall be entitled to terminate the engagement for Client, without liability, immediately upon notice.

f. Other KPMG International member firms are engaged by many entities and individuals, including, without limitation, entities and



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individuals that may enter into transactions or may have disputes with Client or Client's related or affiliated entities. Client agrees that (i) it will not assert that other KPMG International member firms are precluded from being engaged by those other entities or individuals, and (ii) those engagements of other KPMG International member firms do not conflict with KPMG's engagement for Client.

g. Client will indemnify and hold harmless KPMG, its subsidiaries and associated and affiliated entities, and their respective current and former partners, directors, officers, employees, agents and representatives from any Claim by any third party (including, without limitation, reasonable legal fees) that alleges that KPMG was in a conflict of interest by providing services hereunder. The provisions of this subsection 16(g) shall apply regardless of the form of Claim, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

h. KPMG encourages Client to obtain legal advice with respect to Client's rights in connection with potential future conflicts prior to entering into the engagement.

17. FORCE MAJEURE.

Neither Client nor KPMG shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

18. INDEPENDENT CONTRACTOR.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

19. SURVIVAL.

Sections 1, 4(b), 5-16, 18-30, 31(a) and (c)-(g), and 33-34 hereof shall survive the expiration or termination of the engagement.

20. SUCCESSORS AND ASSIGNS.

These Terms and Conditions and the accompanying Proposal or Engagement Letter shall be binding upon the parties hereto and their respective subsidiaries and associated and affiliated entities and their respective partners, directors, officers and employees and successors and permitted assigns. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. KPMG may assign its rights and obligations hereunder to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant KPMG practice, without the consent of Client. In addition, KPMG may arrange for or engage (as applicable) KPMG affiliates, subsidiaries, related parties, independent contractors and KPMG International member firms to assist KPMG in performing the services hereunder.

21. SEVERABILITY.

The provisions of these Terms and Conditions and the accompanying Proposal or Engagement Letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of these Terms and Conditions and the attached Proposal or Engagement Letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

22. ENTIRE AGREEMENT.

These Terms and Conditions and the accompanying Proposal or Engagement Letter including, without limitation, Exhibits, constitute the entire agreement between KPMG and Client with respect to the engagement and supersede all other oral and written representation, understandings or agreements relating to the engagement.

23. GOVERNING LAW.

These Terms and Conditions and the accompanying Proposal or Engagement Letter shall be subject to and governed by the laws of the province in which KPMG's principal Canadian office performing the

engagement is located (without regard to such province's rules on conflicts of law).

24. PUBLICITY.

Upon the closing of a transaction, KPMG will have the right (but shall not be obliged), at its expense, to publicize its association with the transaction by way of public announcement in "tombstone" or similar format, subject to prior review of the wording for any such announcement with Client.

25. KPMG INTERNATIONAL MEMBER FIRMS.

In the case of multi-firm engagements, all KPMG International member firms performing services hereunder shall be entitled to the benefits of these Terms and Conditions. Client agrees that any Claims that may arise out of the engagement will be brought solely against KPMG, the contracting party, and not against any other KPMG International member firms or such third party service providers referred to in Section 8 above.

26. SARBANES-OXLEY ACT.

Except as set forth in the Engagement Letter, Client acknowledges that completion of the engagement or acceptance of KPMG's reports, advice, recommendations and other deliverables resulting from the engagement will not constitute a basis for Client's assessment of internal control over financial reporting or Client's evaluation of disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the *Sarbanes-Oxley Act of 2002* (the "Act"). The engagement shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* to contain an internal control report from management.

27. NATIONAL INSTRUMENT 52-109.

Except as set forth in the Engagement Letter, Client acknowledges that completion of the engagement or acceptance of KPMG's reports, advice, recommendations and other deliverables resulting from the engagement will not constitute a basis for Client's evaluation of disclosure controls and procedures and internal control over financial reporting, or its compliance with its CEO/CFO certification requirements under *National Instrument 52-109, Certification of Disclosure in Issuers' Annual and Interim Filings*, including those related to the design of disclosure controls and procedures and internal control over financial reporting.

28. SPECIFIC ACCOUNTING AND OTHER ADVICE.

Except as set forth in the Engagement Letter, the engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and facts and circumstances of Client. Such services, if requested, would be provided pursuant to a separate engagement.

Client should consult with and/or engage legal counsel for the purpose of advising on legal aspects of matters on which KPMG provides its advice and drafting any legal documents and/or agreements that may be required. To the extent legal counsel or other professional service providers are required, Client is exclusively responsible for engaging and paying such service providers.

29. TAX SERVICES.

a. If tax work is specifically requested by Client, KPMG will perform the procedures in accordance with this Section 29. KPMG will base its findings exclusively on the facts and assumptions provided to KPMG by Client and Client's personnel and advisors. KPMG will consider the applicable provisions of the relevant taxing statutes, the regulations thereunder, applicable tax treaties and judicial and administrative interpretations thereof. In the case of Canadian tax services only, KPMG will also take into account all specific proposals to amend such statutes, regulations and treaties publicly announced prior to the date of KPMG's reports, based on the assumption that these amendments will be enacted substantially as proposed. For certainty, in the case of US tax services, KPMG shall not take into account any specific proposals to amend such statutes, regulations and treaties. The authorities referred to in this subsection 29(a) are subject to change, retroactively and/or



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prospectively, and any such changes could affect the validity of KPMG's findings and may result in incremental taxes, interest or penalties. KPMG's findings will not otherwise take into account or anticipate any changes in law or practice, by way of judicial, governmental or legislative action or interpretation. Unless Client specifically requests otherwise, KPMG will not update tax work to take any such changes into account.

b. KPMG will use professional judgment in providing advice, and will, unless Client instructs otherwise, take the position most favourable to Client whenever reasonable. All returns are subject to examination by tax authorities, and KPMG's advice may be audited and challenged by a tax authority. Client understands that KPMG's conclusions are not binding on tax authorities or the courts and should not be construed as a representation, warranty or guarantee that the tax authorities or courts will agree with KPMG's conclusion.

c. Client is also responsible for ensuring that KPMG's advice is implemented strictly in accordance with KPMG's recommendations. KPMG is not responsible for any penalties or interest assessed against Client as a result of a failure by Client to provide KPMG with accurate and complete information.

d. Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the Canada Revenue Agency or other tax or revenue authorities.

30. TAX SERVICES FOR SEC REGISTERED AUDIT CLIENTS AND/OR US TAX SERVICES

a. In circumstances where the services provided by KPMG hereunder: (i) involve the delivery of any tax services, Client is or is an affiliate of (whether at the time of the engagement or at any point thereafter) an entity that is registered with the United States Securities and Exchange Commission ("SEC"), and Client or such affiliate is audited by KPMG; or (ii) involve the delivery of US tax services, then the prohibition regarding the distribution of KPMG's reports and written advice set out in Section 5 of these Terms and Conditions shall not apply and no provision of the Engagement Letter is or is intended to be construed as a condition of confidentiality in relation to the tax services to which (i) and/or (ii) above are applicable. Further, in respect of the services to which (i) and/or (ii) above are applicable, no provision in the Engagement Letter or these Terms and Conditions is or is intended to be construed as a condition of confidentiality within the meaning of Internal Revenue Code ("IRC") sections 6011, 6111, 6112 or the regulations thereunder, or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client (and each employee, representative, or other agent of Client) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction within the scope of the engagement and all materials of any kind (including opinions and other tax analyses) that are provided to Client relating to such tax treatment and tax structure. Client also agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's advice is requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.

b. For certainty, Section 5 of these Terms and Conditions shall continue to apply in its entirety, and this Section 30 shall not apply, to any tax services to which subsection 30(a)(i) and/or (ii) above are not applicable. In this Section 30, the term "affiliate" is interpreted as that term is used by the SEC with reference to auditor independence rules.

c. In respect of any tax services to which subsection 30(a)(i) or (ii) above are applicable, any reports or advice ("Tax Deliverable") released to Client in any form or medium shall be supplied by KPMG on the basis that it is for Client's benefit and use only. If Client refers to or discloses in whole or in part any Tax Deliverable to any third party, Client shall notify such third party in writing as follows: that (i) the tax services performed by KPMG for Client were designed to meet Client's agreed requirements only, as determined by Client's needs at the time; (ii) any product of the tax services should not be regarded as suitable to be used or relied upon by any party wishing to acquire any rights against KPMG other than Client; (iii) KPMG does not assume any responsibility in respect of the tax services performed for Client, any product of the tax services, or any judgments, conclusions, opinions, findings or recommendations that KPMG may have formed or made, to any party except Client; (iv) to the fullest extent permitted by law, KPMG accepts no liability in respect of any such matters to any other person; and (v) should any person or entity

except Client choose to rely on the tax services or any product thereof, that person or entity will do so at their own risk. Notwithstanding the foregoing, (A) in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client, or that is made pursuant to subsection 30(a) above, no such notification shall be required and (B) no such notification shall be required with respect to disclosures expressly authorized by the Engagement Letter.

d. If Client refers or discloses in whole or in part any Tax Deliverable to any third party but does not notify such third party in writing as required in subsection 30(c) above, Client shall compensate KPMG and reimburse KPMG for and protect, indemnify and hold harmless KPMG against any Claim incurred by KPMG (including, without limitation, reasonable legal fees) as a result of, arising from or in connection with any such reference or disclosure, unless KPMG has agreed in writing with such third party to accept responsibility and liability to that third party in respect of the tax services and the Tax Deliverable. If any payment is made by Client under this subsection 30(d), Client shall not seek recovery of that payment from KPMG at any time. In this subsection 30(d), "KPMG" shall include KPMG and its subsidiaries, its associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives, and "Client" shall include Client, Client's affiliates and any other beneficiaries of KPMG's tax services. The foregoing indemnification obligations shall apply regardless of the form of Claim, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

e. Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions. IRC section 6111 requires a material advisor with respect to a reportable transaction to disclose information on the transaction to the IRS by a prescribed date, and IRC section 6112 requires the material advisor to maintain, and make available to the IRS upon request, a list of persons and other information with respect to the transaction. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state or other jurisdiction adopting similar or analogous provisions.

f. For engagements where services will be provided by a KPMG International member firm with offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with the engagement, may not be licensed as certified public accountants under the laws of any of the various states.

31. DUE DILIGENCE SERVICES (TAX AND TRANSACTION SERVICES)

a. The procedures KPMG will perform are limited to those referred to in the Engagement Letter and its appendices. The procedures KPMG will perform are limited in nature and extent to those determined by Client to meet its needs and, as such, will not necessarily disclose all significant matters about Target or reveal errors in the underlying information, instances of fraud, or illegal acts, if any. KPMG provides no assurance and makes no representation regarding the sufficiency of the procedures either for the purpose of the proposed transaction in the context of which KPMG has been engaged or for any other purpose. KPMG's findings will not constitute recommendations to Client as to whether or not Client should proceed with any proposed transactions. In performing the procedures and reporting its findings, KPMG will rely exclusively upon information provided to KPMG by Target, its personnel and advisors, Client's advisors, and Client, and any publicly available information KPMG obtains, and will not independently verify the accuracy or completeness of such information. KPMG's procedures with respect to Target's financial information will be substantially less in scope than any audit or other attestation standards, including without limitation those established by the Auditing and Assurance Standards Board and the Chartered Professional Accountants of Canada. Consequently, KPMG expresses no opinion and will provide no other



TERMS AND CONDITIONS FOR ADVISORY AND TAX SERVICES

form of assurance on Target's prospective financial information, financial statements or Target's internal control over financial reporting.

b. Client agrees to review reports promptly and to advise KPMG on a timely basis of any additional procedures Client would like KPMG to perform or areas to address.

c. In the event KPMG performs procedures related to future-oriented financial information, KPMG will not compile, examine, or apply other assurance procedures to such information and, accordingly, will express no opinion or any other form of assurance or representations concerning its accuracy, completeness or presentation format. Future-oriented financial information is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

d. Unless specifically requested by Client, KPMG is not obligated to provide a copy of the report to Target for the purpose of confirming Target's representations concerning the accuracy of the factual information presented in the report. If Client would like Target to review the report, KPMG will require Client and Target to indemnify KPMG for any Claims arising out of or relating to such review on such terms and conditions specified by KPMG in its sole discretion. In certain instances, Client may request that KPMG's report be distributed to a third party for informational purposes. KPMG will consider consenting to distribution based on such factors as the identity of the third party and the third party's intended use of the report. If KPMG agrees to the distribution of the report to a third party, Client agrees to execute and agrees to require the third party to execute an agreement in the form provided by KPMG regarding the release of information.

e. Client expressly acknowledges and agrees that if Client and Target (as such terms are defined in the Engagement Letter) are the same entity, that all references herein to "Target" shall be deemed to be references to "Client".

f. The provisions of subsections 3(c)-(d) and Section 6 shall apply to information about Target provided to KPMG in the course of performing the services under the Engagement Letter. Client agrees to use all reasonable efforts to arrange for KPMG's access to Target's personnel and advisors, business offices and financial information as required for KPMG to perform the services contemplated by the Engagement Letter.

g. If KPMG serves as independent auditors of Target or another party disclosed to Client, or provides any other audit or attestation services to Target or such other party (such as the target of a contract compliance review or a party having a connection to an investigation or proceeding), Client hereby acknowledges and agrees that KPMG may be in possession of confidential information concerning Target or such other party that may be relevant to Client's due diligence procedures or other services KPMG is providing to Client under the Engagement Letter and that such information will not be disclosed to Client unless Target or such other party provides prior written consent to such disclosure or provides such information directly to Client or to the KPMG engagement team serving Client for purposes of the services under the Engagement Letter.

32. LOBBYING

Unless expressly stated in the Engagement Letter, KPMG will not undertake any lobbying activity, as that term is defined in all applicable federal, provincial and municipal lobbyist registration statutes and regulations, in connection with the engagement. In the event that KPMG and Client agree that KPMG will undertake lobbying activity in connection with the engagement, such agreement shall be set out in an amendment to the Engagement Letter.

33. LLP.

KPMG LLP is a registered limited liability partnership ("LLP") established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial LLP legislation. KPMG is a partnership, but its partners have a degree of limited liability. A partner is not personally liable for any debts, obligations or liabilities of the LLP that arise from a negligent act or omission by another partner or any person under that other partner's direct supervision or control. The legislation relating to limited liability partnerships does not, however, reduce or limit the liability of the firm. The firm's insurance exceeds the mandatory professional indemnity insurance requirements established by the relevant professional bodies. Subject to the other provisions hereof, all partners of the LLP remain personally liable for their own actions and/or actions of those they directly supervise or control.

34. ALTERNATIVE DISPUTE RESOLUTION.

The parties shall, and shall cause both their and their respective subsidiaries', affiliates' and associated entities' current and former officers, partners, directors, employees, agents and representatives, to first attempt to settle any dispute arising out of or relating to the Engagement Letter or the services provided hereunder (the "Dispute") through good faith negotiations in the spirit of mutual cooperation between representatives of each of the parties with authority to resolve the Dispute. In the event that the parties are unable to settle or resolve a Dispute through negotiation within 30 days of when one of the parties has notified the other party of the Dispute by delivering a notice of dispute, or such longer period as the parties may mutually agree upon, such Dispute shall, as promptly as is reasonably practicable, be subject to mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. that are in force at the time the notice of dispute is delivered. Any Dispute remaining unresolved for more than 60 days following the parties first meeting with a mediator or such longer period as the parties may mutually agree upon shall, as promptly as is reasonably practicable, be resolved by arbitration pursuant to the Arbitration Rules of the ADR Institute of Canada, Inc. (the "Arbitration Rules") that are in force at the time the Dispute is subject to arbitration. For certainty, the parties hereby waive any right they may otherwise have to bring a court action in connection with a Dispute. The parties also waive any right they may otherwise have to bring or participate in a class, collective or representative proceeding in connection with a Dispute, whether in court or before an arbitrator. The arbitrator's decision shall be final, conclusive and binding upon the parties, and the parties shall have no right to appeal or seek judicial review of the arbitrator's decision. For certainty, the parties hereby waive any right of appeal which may otherwise be available under applicable legislation or under the Arbitration Rules. The place of mediation and arbitration shall be the city in Canada in which the principal KPMG office that performed the engagement is located. The language of the mediation and arbitration shall be English.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-27

PARKING: (P7.3) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of January, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

BADGE	SPECIAL CONSTABLE SCHEDULE "A"	EMPLOYER	PROPERTY LOCATION
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDLE, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAABEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
397	LAFFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS OF COMM	
464	DITOMMASO, RYAN	2220917 ONT INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	59 FOSTER DR. (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	CREECHWOOD HARDWARE	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A & B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E

638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILLA, KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENK CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENK CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN, STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI, CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP, RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON, JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN, TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON, JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF, YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT, KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD, KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH, KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI, MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING, MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM, DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIC, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHAEL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
733	GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
736	BLAIR, BRENT	PROPERTY ONE	421 Bay St
737	MARTONE, DONATO	PROPERTY ONE	421 Bay St
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICE	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOGELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524, 524A, 536, & 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-28

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Cecchetto & Sons Ltd. for urgent repairs on a leaking knife gate valve, including provision of temporary bypass pumping at the River Road Pump Station (Contract 2019-5E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated January 28, 2019 between the City and Cecchetto & Sons Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for urgent repairs on a leaking knife gate valve, including provision of temporary bypass pumping at the River Road Pump Station (Contract 2019-5E).

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 28th day of January, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

CCDC 2

stipulated price contract

2008

River Road Pump Station Bypass and Valve Repair
Contract No. 2019-5E

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 28th day of January in the year 2018

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

Cecchetto & Sons Ltd.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
River Road Pump Station Bypass and Valve Repair

located at

insert above the name of the Work

River Road Pump Station - corner of Murphy Street

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which
AECOM Canada Ltd.

insert above the name of the Consultant

is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 4th day of February in the year 2019 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 15th day of April in the year 2019 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
 - Definitions
 - The General Conditions of the Stipulated Price Contract
- *

Section 00100 – Instructions To Bidders

Section 00200 – Definitions

Section 00300 – Stipulated Price Bid

Section 00300 – Appendix A - List of Bid Documents

Section 00300 – Appendix B - List of Subcontractors and Suppliers

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Section 00800 – Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS

Section 01000 – General Requirements

Section 01061 – Environmental Considerations

Section 01630 – Equivalents and Alternatives

Dwg. P1 – River Road Pump Station – Knife Gate Valve Repairs – General Notes and Details

P&R Dwg. PS-21A – Tarentorus Sewage Pump Station – Site Plan

P&R Dwg. PS-21B – Tarentorus Sewage Pump Station – Plan – Piping

P&R Dwg. PS-21C – Tarentorus Sewage Pump Station – Sections – Piping Plan

P&R Dwg. PS-21D – Tarentorus Sewage Pump Station – Bar Screens

P&R Dwg. PS-21E – Tarentorus Sewage Pump Station – Level Indicators

P&R Dwg. 351-B – River Road Plan and Profile

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred Seventy-Eight Thousand, Six Hundred and Fifty Three

-----00

/100 dollars

\$

278,653.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Thirty-Six Thousand, Two Hundred and Twenty-Four

-----89

/100 dollars

\$

36,224.89

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Three Hundred Fourteen Thousand, Eight Hundred and Seventy-Seven

-----89

/100 dollars

\$

314,877.89

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario P6A 5N1

address

705-541-7165

facsimile number

c.taddo@cityssm.on.ca

email address

Contractor

Cecchetto & Sons Ltd.

*name of Contractor**

6 Sutherland Avenue, Sudbury, Ontario P3C 3A6

address

705-673-4168

facsimile number

vblacklock@cecchettoandsons.com

email address

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

705-942-3642

facsimile number

darrell.maahs@aecom.com

email address

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Cecchetto & Sons Ltd.

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. Product

Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
 - .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
 - .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
 - .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*:
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

- (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
- (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnify for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-29

STREETS: (S4.2) A by-law to re-adopt Official Street Names List.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 2019-29**

Schedule "A" to this by-law is the Official List of Street Names for The Corporation of the City of Sault Ste. Marie.

2. **BY-LAW 2019-2 REPEALED**

By-law 2019-2 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law takes effect on the date of its final passing.

PASSED in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Official Street Name	Map Location Index
A	
Abbott Street	M7
Adelaide Street	L6
Adeline Avenue	P6
Admiral Drive	J5
Adrian Drive	P7
Airport Road	E7
Alagash Drive	F10
Albert Street East	M7
Albert Street West	L7
Alberta Avenue	M7
Albion Street	N7
Alden Road	J5
Alexandra Street	L7
Alfred Street	K5
Algoma Avenue	M7
Allard Street	N6
Allen Street	L7
Allen's Side Road	I5
Alpine Street	J5
Alworth Place	N7
Amber Street	P7
Amherst Street	J5
Amy Avenue	P6
Anderson Road	I5
Andrew Street	L7
Angelina Avenue	O7
Anich Road	J3
Anita Boulevard	M6
Anna Street	P6
Appaloosa Avenue	I5
Arabian Court	I5
Arbor Drive	J5
Arcade Street	J5
Arden Street	J5
Argyle Road	N8
Arizona Avenue	O7
Aronson Drive	L3
Arthur Street	O8
Ascot Avenue	J5
Ashgrove Avenue	P7
Asquith Street	J6
Assunta Drive	J5
Atlantic Street	M7
Atlas Street	O8
Atwater Street	J5
Aubin Road	I3
Autumn Drive	P7
Avery Road	I4
Avon Avenue	J5
B	
Backcountry Court	N3
Bainbridge Street	L6
Balsam Lane	L4
Barber Boulevard	P8
Barrett Street	L5
Barton Street	G8
Base Line	J6
Base Line A	H7
Bay Road	Q7
Bay Street	M8
Bay Street West	L7
Beatrice Street	M7
Beaumont Avenue	L4
Beech Street	M6
Bell Avenue	M8
Bellevue Avenue	M7
Bennett Boulevard	O8
Beverley Street	L7
Biggings Avenue	M8
Bingham Street	M7
Birch Street	M7
Birchland Court	N7
Birchwood Street	P8
Birkshire Place	N4
Bishop's Court	N8
Bitonti Crescent	L5
Black Road	O7
Blake Avenue	M7
Bloor Street West	L6
Blucher Street	L7
Blue Jay Court	N6
Bluffs Drive East	K3
Bluffs Drive West	K3
Boehmer Boulevard	N6
Bonney Street	K6
Borden Avenue	J6
Borron Avenue	M7
Boston Avenue	N7

B Cont.	
Boundary Road	P7
Bowker Street	P7
Boydell Place	L6
Breton Road	N7
Bridlepath Court	N5
Brien Avenue	N7
Bristol Place	P7
Broad Street	P7
Broadview Drive	J5
Brock Street	M7
Brookfield Avenue	J6
Broos Road	I5
Brown Street	L7
Bruce Street	M7
Brule Road	K3
Brunswick Avenue	K5
Burton Road	O7
Bush Street	L6
Byrne Avenue	L6
C	
Cabot Crescent	M5
Caddy Avenue	O8
Caesar Road	O7
Caledon Street	N6
Cambridge Place	O7
Cameron Avenue	M7
Cameron Lane	M8
Campbell Avenue	N7
Canal Drive	L7
Capp Avenue	O7
Carlbert Street	P8
Carleton Avenue	L6
Carmel Road	O7
Carmen's Way	L6
Carol Court	P7
Carpin Beach Road	G6
Cartier Street	N7
Carufel Avenue	K6
Case Road	P3
Cathcart Street	L7
Cedar Street	M7
Cedarwood Drive	N5
Celene Court	P7
Centennial Avenue	P8
Central Creek Drive	K5
Central Park Avenue	L7
Central Street	K6
Centre Street	P7
Chambers Avenue	P7
Champlain Street	M6
Channelview Lane	E10
Chapple Avenue	N6
Charles Street	L6
Charlotte Drive	N7
Chartwell Drive	P7
Chatfield Drive	L5
Chelten Avenue	K5
Cheshire Road	K5
Chestnut Street South	M7
Chestnut Street	M7
Chicora Crescent	P7
Chippewa Street	J5
Chlebus Street	N7
Church Street	M8
Churchill Avenue	L5
Churchill Boulevard	N8
Clement Street	O7
Clergue Street	M6
Cody Point Court	L6
Collins Avenue	O8
Conmee Avenue	L6
Connaught Avenue	K6
Connor Road	P2
Cooper Street	K5
Copernicus Drive	P7
Corey Avenue	P6
Cornwall Street	L6
Coronation Street	L3
Cottage Lane	G8
Coulson Avenue	N8
Country Club Place	O8
Courtney Crescent	P7
Crawford Avenue	N7
Creek Road	G4
Creery Avenue	N7
Crestview Court	N5
Crestwood Avenue	P8
Crimson Ridge Drive	K3
Cumberland Avenue	K6
Cunningham Road	N7
Curran Drive	N7

D	
D'Youville Road	M8
Dablon Street	N6
Dacey Road	Q7
Dalglish Road	F10
Danby Road	N8
Dauphin Drive	P7
Dawson Avenue	L5
Dell Avenue	P8
Dennis Street	L7
Denwood Drive	P7
Des Chenes Drive	E10
Devon Road	K6
Diane Street	L5
Digby Crescent	J5
DiTommaso Court	N2
Doncaster Road	K5
Donna Drive	K5
Douglas Street	K6
Dovercourt Road	K6
Drake Street	O8
Drive In Road	M5
Dryden Avenue	J6
Dufferin Street	M7
Dundas Street	L6
Durban Road	J5
Dyment Street	K6
E	
Eagle Drive	N6
East Balfour Street	J6
East Braemar Bay	L4
East Champagne Drive	P8
East Dunrobin Bay	L4
East Perth Bay	L4
East Street	M8
Eastern Avenue	P7
Eastwood Street	N5
Eden Square	J6
Edinburgh Street	L7
Edison Avenue	K5
Edmonds Avenue	K5
Edward Street	N8
Elaine Court	P7
Elgin Street	M7
Elizabeth Street	N7
Elliott Road	L5
Ellis Road	I6
Elm Avenue	M6
Elmwood Avenue	M6
Erie Street	G8
Essex Lane	P8
Estelle Street	L6
Euclid Road	M7
Everett Street	L5
F	
Fairmount Drive	O7
Fairview Avenue	L5
Falldien Road	Q7
Farquhar Street	P7
Farwell Terrace	L6
Fauquier Avenue	M7
Ferguson Avenue	N7
Ferris Avenue	M7
Fields Square	O7
Fifth Avenue	K6
Fifth Line East	O3
Fifth Line West	L3
Findlay Drive	N7
First Avenue	K6
Fish Hatchery Road	O3
Florwin Drive	O8
Foothill Road	J4
Ford Street	O8
Forest Avenue	N7
Fort Creek Drive	M5
Foster Drive	M8
Fournier Road	Q6
Fourth Avenue	K6
Fourth Line East	M4
Fourth Line West	K3
Foxborough Trail	N5
Francis Street	M7
Franklin Street	L6
Front Street	M8
Frontenac Street	Q6

G	
Gagnon Road South	D7
Garden Avenue	O8
Garrison Way	N7
Garth Street	G8
Gehrig Drive	N6
George Lane	L7
George Street North	L7
George Street South	L7
Georgina Street	O8
Gibbs Street	P7
Gillies Street	L6
Gladstone Avenue	M7
Gladwyn Road	M6
Glasgow Avenue	J6
Glen Avenue	P8
Glengary Gate Crescent	N4
Glenholme Drive	O8
Glenwood Avenue	P7
Gloucester Street	L7
Goetz Street	K6
Golf Range Crescent	O8
Gordon Avenue	M8
Gore Street	L7
Gouin Street	M8
Goulais Avenue	J6
Grace Street	M7
Grand Boulevard	M6
Grandhaven Crescent	M6
Grandmont Crescent	M6
Grandriver Crescent	M6
Grandview Avenue	M6
Grandville Crescent	M6
Grandy Road	M6
Grangemill Road	M6
Granite Street	M6
Gravelle Street	O8
Great Northern Road	M4
Greene Street	P6
Greenfield Drive	L4
Greenview Court	P8
Greenview Lane	P8
Griffon Street	P7
Grosvenor Avenue	M7
H	
Hadley Park	N8
Hamilton Avenue	M7
Hampton Road	K5
Hardiman Avenue	M6
Hardwood Street	P7
Hare Avenue	J6
Hargreaves Avenue	M6
Harriet Street	F10
Harris Street	L3
Harry Street	M6
Harten Street	N8
Haviland Crescent	N7
Hawthorne Avenue	M7
Headway Street	P8
Healy Street	O8
Hearst Street	M7
Heath Road	P8
Heavenor Street	N8
Henrietta Avenue	L6
Henry Street	K5
Herbert Street	M7
Herkimer Street	G7
Herrick Street	M8
Hess Street	G8
Highcrest Street	M5
Highland Court	M5
Hill Street	L5
Hillside Drive	L5
Hocking Avenue	K6
Holden Street	L5
Hood Street	J4
Hudson Street	L7
Hughes Street	M7
Hugill Street	O8
Huntington Park	O8
Huron Street	L7
Hussey Street	O8
Hynes Street	M8
I	
Idaho Drive	O7
Illinois Avenue	O7
Indiana Drive	O7
Industrial Court A	M5
Industrial Court B	M5
Industrial Park Crescent	M5
Irwin Avenue	O7

J	
James Street	L7
Jean Avenue	P6
Jemmette Street	P7
Joel Court	P7
John Street	L7
Johnson Avenue	L5
Joseph Street	P7
K	
Kehoe Avenue	L6
Ken Danby Way	L8
Kensington Terrace	N8
Kent Avenue	N6
Kent Crescent	L4
Kerr Drive	P7
Keys Street	K5
Killarney Road	N5
King Street	M7
Kingsford Road	K5
Kingsmount Boulevard	O7
Kitchener Road	M6
Knox Avenue	M6
Kohler Street	M8
Konkin Avenue	L4
Koprash Court	N7
Korah Road	K5
L	
LaBelle Avenue	N7
Laird Street	M7
Lake Street	O7
Lang Court	M5
Lamming Avenue	K5
Lamvil Court	I5
Landslide Road	P4
Langdon Crescent	M6
Langdon Road	K5
Lansdowne Avenue	M7
LaRonde Avenue	N7
LaSalle Court	M5
Laura Street	L6
Laurentian Drive	N6
Laurier Avenue	J6
Laurier Place	M6
Lawson Avenue	P6
Leigh's Bay Road	H5
Lennox Avenue	L6
Leo Avenue	N8
Leslie Street	N6
Letcher Street	K6
Lethbridge Street	L4
Lewis Road	O7
Lidstone Street	L5
Linstedt Street	N7
Lloyd Street	L5
London Street	M7
Lorna Drive	P8
Lorraine Avenue	O7
Lothian Avenue	M6
Louise Avenue	P8
Lucy Terrace	M8
Lynn Road	M7
Lyons Avenue	L6
M	
MacDonald Avenue	N7
MacMurray Avenue	P7
Macnamara Drive	M5
Madeleine Street	O8
Madison Avenue	N5
Maki Road	I4
Malabar Drive	N6
Manilla Terrace	L7
Manitou Drive	P6
Manor Road	N8
Maple Street	M7
March Street	M7
Marconi Street	N7
Maretta Street	L6
Margaret Street	O8
Mark Street	O8
Market Street	P7
Marsh Street	L6
Martingale Court	N5
Marwayne Avenue	N6
Mary Avenue	M5
Mayfair Avenue	L4
McAllen Street	J7
McCrea Street	N8
McCulloch Street	K5
McDougald Street	M7
McFadden Avenue	K6
McGregor Avenue	N8
McKenzie Avenue	K6
McLean Court	L6
McMeeken Street	N8
McNabb Street	O7

M Cont.	
McNeice Street	P8
McPhail Avenue	N8
McQueen Road	J4
Meadow Lane	O7
Meadow Park Crescent	O7
Megginson Drive	P7
Melrose Avenue	M7
Melville Road	P7
Metzger Street	K6
Millcreek Drive	N5
Millstream Drive	N5
Millennium Court	L5
Millwood Street	P8
Moluch Street	N7
Montcalm Road	M5
Montgomery Avenue	N7
Moody Street	P7
Morin Street	L6
Morgan Court	K5
Morrison Avenue	M6
Moss Road	K4
Mount Pleasant Court	I4
Muriel Drive	Q7
Murphy Street	Q7
Murray Street	P7
Murton Avenue	K6
N	
Nelson Street	L6
Nettleton Street	L3
Newcastle Drive	J5
Niagara Drive	M5
Nichol Avenue	K5
Nicolas Avenue	O7
Nino Drive	M6
Nixon Road	I6
Nokomis Beach Road	C9
Norden Crescent	N7
North Eden	J6
North Street	M6
Northern Avenue East	M6
Northern Avenue West	M6
Northland Road	L6
Northridge Road	M5
Northwood Street	N5
O	
Oak Park Crescent	P8
Oakbine Avenue	M6
Oakland Avenue	M7
Oakwood Drive	N7
Ohio Drive	O7
Old Garden River Road	N5
Old Goulais Bay Road	L4
Old Highway 17 North	N2
Ontario Avenue	N7
Oregon Road	O7
Oriole Street	J4
Orion Street	N7
Oryme Avenue	M6
Oxford Street	M7
P	
Pageant Drive	N7
Palace Drive	N6
Paladin Avenue	N7
Palomino Drive	I5
Panoramic Drive	N6
Par Avenue	P8
Paradise Avenue	N7
Parasol Crescent	N6
Pardee Avenue	M7
Park Place Court	N6
Park Place Drive	N6
Park Street	P7
Parkdale Drive	O8
Parkelane Court	E7
Parker Avenue	N7
Parkewood Drive	F7
Parkinworth Place	Q7
Parkland Crescent	Q7
Parkshore Court	P8
Parkshore Drive	P8
Parkview Court	N6
Parliament Street	L6
Partridge Court	O6
Passmore Road	N6
Patricia Avenue	K6
Patrick Street	L6
Peach Drive	N6
Peacock Crescent	N6
Peer Street	Q6
Pelican Drive	N6
Penno Road	L5
Pentagon Boulevard	N7
Peoples Road	L5

P Cont.	
Pilgrim Street	M8
Pim Street	M7
Pine Shore Drive	F9
Pine Street	N7
Pinemore Boulevard	N6
Pinto Drive	I5
Pittsburgh Avenue	J6
Placid Avenue	N7
Plaintree Drive	N6
Pleasant Drive	N6
Plummer Court	O6
Pointe Aux Pins Drive	F10
Pointe Des Chenes Crescent	E10
Pointe Louise Drive	F10
Pond Street	K5
Poplar Avenue	N7
Portage Lane	L7
Powley Road	N3
Pozzebon Crescent	L5
Prentice Avenue	K6
Pretoria Hill	J5
Primrose Drive	N6
Prince Charles Crescent	O6
Princess Crescent	N7
Princeton Drive	N6
Promenade Drive	N7
Putney Road	N7
Q	
Queen Street East	P8
Queen Street West	L7
Queensgate Boulevard	Q7
R	
Railroad Avenue	M7
Ranger Street	J4
Rankin Road	P7
Ransome Drive	I6
Ravina Street	N7
Raymond Street	K6
Red Pine Drive	F9
Red Rock Road	G1
Reid Street	M6
Retta Street	O8
Rex Avenue	I6
Richmond Place	J5
River Road	Q7
Riverin Avenue	P6
Riverside Drive	O8
Riverview Avenue	N8
Ro Von Court	M5
Robin Street	P7
Rockport Road	J5
Ron Francis Way	M8
Roosevelt Avenue	J6
Rosedale Place	M7
Rosita Street	I6
Ross Street	P7
Rossmore Road	K5
Rotary Parkway	N8
Routledge Avenue	N7
Rowell Avenue	J6
Royal Road	J5
Royal York Boulevard	Q7
Royce Avenue	I6
Ruscio Crescent	Q6
Rush Avenue	N6
Rushmere Drive	J5
Russ Ramsay Way	M8
Ruth Street	L6
S	
Sackville Road	M6
Salisbury Avenue	M7
Sand Road	F9
Schultz Side Road	N2
Second Avenue	K6
Second Line East	N5
Second Line West	K5
Selby Road	K5
Selkirk Road	M5
Seventh Avenue	K6
Seventh Line East	N1
Shafer Avenue	L6
Shannon Road	O8
Sharon Crescent	N6
Shatruck Drive	C7
Sheppard Street	N8
Sherbourne Street	L6
Sherbrook Drive	L5
Sherwood Parkway	L5
Shingwauk Street	O8
Shingwauk Drive	O8
Shore Drive	N8
Shoreview Court	Q7
Short Street	L6
Silver Birch Drive	O7

S Cont.	
Silverdale Avenue	L5
Simcoe Street	G8
Simon Avenue	P8
Simpson Street	N7
Sinclair Drive	P6
Sinclair Street	L7
Sisson Street	N7
Sixth Avenue	K6
Sixth Line East	O2
Sixth Line West	G2
Smale Avenue	N7
Snowden Crescent	K5
Snowden Street	K5
Softwood Drive	Q7
South Eden	J6
South Gladstone Avenue	M7
South Market Street	P7
Southwood Drive	N5
Spadina Avenue	J6
Spring Street	M7
Spruce Street	M7
St. Andrew's Terrace	L6
St. Basil's Drive	J5
St. George's Avenue East	M7
St. George's Avenue West	L6
St. James Street	L7
St. Mary's Avenue	M6
St. Mary's River Drive	L7
St. Michael's Square	J5
St. Patrick Street	L6
St. Thomas Street	M8
Stanley Street	N8
State Street	O7
Stevens Street	M6
Strand Avenue	M6
Summit Avenue	M7
Sunlea Street	J5
Sunnydale Road	L5
Sunnyside Beach Road	C8
Sunset Court	I6
Sunset Drive	I6
Superior Drive	M5
Sussex Road	K5
Sutton Place	P7
Swartz Street	L6
Sydenham Road	K5
T	
Taber Street	O8
Tadcaster Place	N6
Tallack Boulevard	L4
Talon Avenue	Q6
Talwood Drive	N6
Tamarack Avenue	Q6
Tancred Street	L7
Taskar Drive	P8
Teal Avenue	Q7
Terrance Avenue	N5
Terry Fox Place	P7
Texas Avenue	O7
The Crescent	M7
The Drive	N7
Third Avenue	K6
Third Line East	L4
Third Line West	J4
Thorneloe Crescent	O8
Tilley Road	N6
Toronto Street	L7
Towers Street	M8
Town Line Road	G6
Trelawne Avenue	M7
Trunk Road	O7
Tuckett Street	O7
Turner Avenue	K6
U	
Upton Road	N7
V	
Val Street	P8
Valhalla Place	O8
Van Daele Street	M6
Varsity Avenue	P8
Venn Street	J4
Vera Avenue	P6
Victor Emmanuel Avenue	K6
Victoria Avenue	N8
Victoria Street	G8
Village Court	N6
Vivian Avenue	K6
W	
Wallace Terrace	K6
Walls Side Road	C6
Walnut Street	M6
Walters Street	K5
Wardell Road	J4

W Cont.	
Warren Avenue	I6
Wayne Court	P7
Weeks Street	P7
Welcome Avenue	O8
Weldon Avenue	N7
Wellington Street East	M7
Wellington Street West	L6
Wemyss Street	M7
Wentworth Street	G8
West Balfour Street	J6
West Braemar Bay	L4
West Dunrobin Bay	L4
West Perth Bay	L4
West Street	L7
Westchester Drive	J5
Westgate Drive	J5
Westridge Road	M5
Westwood Crescent	N5
White Pine Court	N3
White Oak Drive East	M6
White Oak Drive West	M6
Whitney Avenue	J6
Wiber Street	P6
Wigle Street	M4
Wilcox Avenue	M7
Wilderness Court	N3
Wilding Avenue	K6
Wildwood Avenue	K5
Wilks Street	I5
Williams Street	Q7
Willoughby Street	N6
Willow Avenue	N6
Willowdale Street	Q7
Wilson Street	M7
Windsor Street	N7
Windsor Trail	N5
Winfield Drive	J5
Winston Avenue	K5
Wishart Park Road	N4
Wireless Avenue	N7
Woodcroft Avenue	K6
Woodhurst Drive	M5
Woodlawn Avenue	Q7
Wood Park Court	I7
Woodward Avenue	M8
Wright Street	K6
Y	
Yates Avenue	J6
York Street	L6
Young Street	K6

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-30

STREET ASSUMPTIONS: (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the date of its final passing.

PASSED in open Council this 28th day of January, 2019

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2019-30

1. LANG COURT

- a) PIN 31562-0441 (LT)
PT LTS 162, 163, 164, 168 & 169, PT NORTH ST CLOSED BY
T455893 PL 703 TARENTORUS PT 8 1R12084; CITY OF SAULT
STE. MARIE
- b) PART PIN 31562-0348 (LT)
PT RDAL E OF BLK 24 STEWART SURVEY OF KORAH BLOCKS
KORAH (AKA PT NORTH STREET) PL 703, PT 10 1R11578; SAULT
STE. MARIE

2. THIRD LINE WEST

PART PIN 31601-0261 (LT)
PT SEC 19 KORAH PT 2 1R13428; SAULT STE. MARIE

3. GARDEN AVENUE

PIN 31499-0259 (LT)
GARDEN AV PL 52994 ST. MARY'S; SAULT STE. MARIE

4. RUTH STREET

PIN 31581-0291 (LT)
1 FT RESERVE PL H449 KORAH ABUTTING THE ELY LIMIT OF RUTH
ST PL H449; S/T DEBTS IN T100372; SAULT STE. MARIE

5. PRINCETON DRIVE

PART PIN 31528-0025 (LT)
BLK 106 PL 1M471 ST. MARY'S; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-25

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class “A” pavement on McNabb Street from Gladstone Avenue to Great Northern Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule “A” and Schedule “B” hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class “A” pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 28th day of January, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2019-25 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

2019 01 28

Nature of Work (Construction of): Sanitary sewer, private drain connection and Class "A" pavement
On: McNabb Street
From: Gladstone Avenue
To: Great Northern Road

Estimated Cost of Work: \$1,170,000.00

Estimated Assessable Abutting Frontage: 322.4m Sanitary Sewer
366.1m Class "A" Pavement

Estimated Cost to be Borne by Assessable Abutting Property: \$13,786.15 Sanitary Sewer
\$29,104.70 Class "A" Pavement

Estimated Cost to be Borne by The Corporation: \$1,127,109.15

Special Rate per Metre Frontage: \$30.50 Sanitary Sewer
\$79.50 Class "A" Pavement

Special Rate per Private Drain Connection: \$304.00

Estimated Interest Rate Term: 4.45%
10 years

Estimated Annual Rate per Metre Frontage: \$3.85 Sanitary Sewer
\$10.02 Class "A" Pavement

Estimated Annual Rate per Private Drain Connection: \$38.32

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Carl B.", written over a horizontal line.

Manager of Design & Transportation Engineering
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A"

BY-LAW 2019-25

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-5-06	McNabb St	Gladstone Ave	Great Northern	320	450mm	14	322.4m	\$13,786.15

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3**

SCHEDULE "B"

BY-LAW 2019-25

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-04	McNabb St	Gladstone Ave	Great Northern	320	13m	n/a	366.1m	\$29,104.70