



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

Monday, April 15, 2019

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	17 - 34
Mover Councillor C. Gardi Seconder Councillor L. Dufour Resolved that the Minutes of the Regular Council Meeting of 2019 04 01 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 C. Gardi Seconder Councillor L. Vezeau-Allen Resolved that the Agenda for 2019 04 15 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Community Living Awareness Month	
Tania Mash-Gagnon, Deborah Chadwick, Gordon Draper and John Policicchio	
5.2 Sault Ste. Marie Motorcycle Awareness Week	
Gerry Rhodes, Chair, Sault Ste. Marie Bikers' Rights Organization	

5.3	Children's Mental Health Week	
	Ali Juma and Paige Linklater	
5.4	Day of Mourning	
	Drew Craig, Sault Ste. Marie District Labour Council	
5.5	Sault Ste. Marie Climate Hub and Extinction Rebellion	
	Kara Flannigan	
5.6	Catholic Women's League	
	Betsy Currier, Diocesan President, Jane Chaput and Marg Hammond, Co-Chairs of the Convention Planning Committee and Gerri Chateau, Publicity Chair	
5.7	The National Day of Action on the Overdose Epidemic	
	Connie Raynor-Elliott	
5.8	YMCA Healthy Kids	
	Todd Hocking, Child, Youth, Family and Aquatics Manager	
5.9	Foreign Trade Zone Point Designation Application	
	Dan Hollingsworth, Executive Director, EDC and Nevin Buconjic, Manager Trade Investment Attraction and Community Marketing	
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that all the items listed under date 2019 04 15 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	Outstanding Council Resolutions	35 - 40
6.2	Correspondence	41 - 43
	Correspondence from Borga Dorter, Producer, film Tainted and response from Mayor C. Provenzano.	
6.3	Board/Committee Travel	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	

Resolved that members of the Municipal Heritage Committee be authorized to travel to Goderich for four days in May for the Ontario Heritage Conference at an estimated cost to the City of \$1,030.

6.4 RFP – 2019 Enterprise Resource Planning Software Licensing and Support 44 - 45

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and that the proposal submitted by Diamond Software Inc., a CentralSquare Company for licensing and support for the City's ERP Software in the amount of approximately \$94,750 (plus HST) be approved on a sole source basis.

6.5 RFP – Risk Management Information System Software 46 - 47

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

The relevant By-law 2019-90 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.6 RFP – Development of a Post Secondary New Economy Strategy 48 - 49

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

The relevant By-law 2019-92 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.7 RFP – Development of a Community Youth Welcoming Plan 50 - 51

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

The relevant By-law 2019-93 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.8 Tenders for Equipment 52 - 59

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and that tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- One (1) 58000 GVW tandem sander truck c/w 14' four seasons type dump box – TMS Truck Centre Ltd. \$218,755.00
- One (1) 4WD municipal tractor c/w snow blower, v-plow and sweeper – Work Equipment Ltd. \$154,800.00

- One (1) 60000 GVW tandem truck cab and chassis – TMS Truck Centre Ltd. \$123,734.00
- One (1) portable asphalt hot box – Jade Equipment Co. Ltd. \$32,600.00
- One (1) sidewalk sander – McDowell Brothers Inc. \$17,125.00
- One (1) 3-wheel broom street sweeper w/belt conveyor – FST Canada Inc. \$244,757.77

for a total amount of \$791,771.77 (HST extra) be approved.

6.9 Tender for Ready-Mix Concrete 60 - 62

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and that the tender submitted by Lafarge for the supply of Ready-Mix Concrete for the 2019 construction season commencing May 1, 2019 at the tendered pricing (HST extra) be approved.

6.10 Tender for Asphalt 63 - 65

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and that the tender submitted by Palmer Construction for the supply of asphalt for the 2019 construction season commencing May 1, 2019 at the tendered pricing (HST extra) be approved.

6.11 Year End Financial Report – December 31, 2018 66 - 85

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 04 15 concerning the Year End Financial Report of December 31, 2018 be received as information and the 2018 year end reserve transfers be approved.

6.12 IRCC Funding Amendment for the Local Immigration Partnership 86 - 87

A report of the Local Immigration Partnership Coordinator is attached for the consideration of Council.

The relevant By-law 2019-100 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.13	FutureSSM Project Update	88 - 102
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council. The relevant By-laws 2019-91, 2019-92 and 2019-93 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.14	Mill Market Update	103 - 108
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council. The relevant By-law 2019-94 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.15	Financial Assistance for National/ International Sports Competitions – Holly Lasante	109 - 112
	A report of the Manager of Recreation and Culture is attached for the consideration of Council. Mover Councillor M. Scott Seconder Councillor L. Vezeau-Allen Resolved that the report of the Manager of Recreation and Culture dated 2019 04 15 concerning Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a financial assistance grant in the amount of \$200 for Holly Lasante's participation at the World Classic Power Lifting Championships to be held June 3rd – 15th, 2019 in Helsingborg, Sweden be approved.	
6.16	Financial Assistance for National/ International Sports Competitions – Sault Surge Aquatic Team	113 - 116
	A report of the Manager of Recreation and Culture is attached for the consideration of Council. Mover Councillor C. Gardi Seconder Councillor L. Dufour Resolved that the report of the Manager of Recreation and Culture dated 2019 04 15 concerning Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a financial assistance grant in the amount of \$400 for the Sault Surge Aquatic Team to attend the 2019 Canadian Junior Swimming Championships to be held in Calgary, Alberta from July 24th – 29th, 2019 be approved.	
6.17	Financial Assistance for Miscellaneous National and International Competitions – Team iSMAK	117 - 120
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	

Seconder Councillor L. Dufour
Resolved that the report of the Solicitor/Prosecutor dated 2019 04 15 concerning
City Laneway Cleanup Cost Recovery Measures be received as information.

6.23 Deeming By-law – Wilding Park Subdivision 141 - 143

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

The relevant By-law 2019-77 is listed under item 11 of the Agenda and will be read
with all by-laws listed under that item.

6.24 Prince Township Agreement for Building Inspection Services 144 - 145

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

The relevant By-law 2019-84 is listed under item 11 of the Agenda and will be read
with all by-laws listed under that item.

6.25 Great Lakes Honda 415 Pim Street (Housekeeping) 146 - 150

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

The relevant By-law 2019-88 is listed under item 11 of the Agenda and will be read
with all by-laws listed under that item.

6.26 Municipal Capital Exemption Request – 1972703 Ontario Inc. 151 - 155

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

The relevant By-law 2019-85 is listed under item 11 of the Agenda and will be read
with all by-laws listed under that item.

6.27 Municipal Capital Facility Agreement – Mill Market 156 - 160

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

The relevant By-law 2019-78 is listed under item 11 of the Agenda and will be read
with all by-laws listed under that item.

6.28 *Correspondence Regarding A-8-19-Z – 22 MacDonald Avenue* 161 - 187

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 Support for Foreign Trade Zone Point Designation Application 188 - 247

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Chief Administrative Officer dated 2019 04 15
be received and that Council indicate its support of the Sault Ste. Marie Economic
Development Corporation pursuing the designation of Foreign Trade Zone Point for
Sault Ste. Marie.

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

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

8.1 Endorse The Objectives of Bill C-384 in Principle

Mover Councillor M. Scott

Seconder Councillor C. Gardi

Whereas pensions are a major source of financial security for millions of Canadians;
and

Whereas pensions impact a large number of residents of Sault Ste. Marie and
continue to provide economic activity in the community; and

Whereas Bill C-384, introduced in the Federal Parliament during the 2015-2019 term
of government looks to improve pension protections for Canadian workers; and

Whereas many recent, highly publicized pension plan terminations have created an
uneasiness among Canadians who are receiving pensions as well as those expecting
to receive pensions; and

Whereas a pension is deferred earnings and failure to pay a pension is failure to pay
earned income;

Now Therefore Be It Resolved that the City of Sault Ste. Marie endorse, in principle,
the objectives of Bill C-384, those being, primarily, the protection of pensions for
Canadians, and urge the Government of Canada to further study and examine what
pension protections could be put into place to give peace of mind to pension holders
across the country.

8.2 Examine Established Neighbourhoods for Future Growth

Mover Councillor L. Dufour

Seconder Councillor D. Hilsinger

Whereas the costs associated with maintaining municipal services at their current level is likely to increase annually; and

Whereas City Council wants to ensure that the municipal levy is affordable and that the levy and any increases to it do not outpace the community's ability to pay; and

Whereas assessment growth is important to minimizing or neutralizing the pressures on the municipal levy; and

Whereas assessment growth has conventionally been understood and is usually discussed as new buildings/developments on previously unoccupied land; and

Whereas the City of Sault Ste. Marie could have untapped assessment growth potential in old or existing neighborhoods where assessment values have declined or are in decline;

Now Therefore Be It Resolved that staff work with the Sault Ste. Marie Innovation Centre to prepare a report that outlines and maps the areas of our community that have experienced assessment growth along with the areas of our community that have experienced assessment decline or stagnation over the past two assessment periods in order that Council may have that information when it is considering infrastructure investments and prioritization.

8.3 Level III Withdrawal Management Facility Funding

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen

Whereas the Sault Area Hospital has applied for the capital and operating funds necessary to develop a Level III Withdrawal Management facility (the 'project') in Sault Ste. Marie which would serve our community and the region; and

Whereas the North East Local Health Integration Network is supportive of the project; and

Whereas the Ministry of Health and Long-Term Care has not yet approved the project; and

Whereas Mayor Provenzano provided a letter of support for the project on February 22, 2018, and Council received a presentation on the project on February 20, 2018 and passed a motion of support on the same date; and

Whereas there is a demonstrated and acute need for a Level III Withdrawal Management facility in Sault Ste. Marie to serve it and the region;

Now Therefore Be It Resolved that City Council calls on the Provincial Government to immediately provide the approvals and funding necessary to build and operate a Level III Withdrawal Management facility and directs Mayor Provenzano to provide this resolution to Sault Ste. Marie MPP Ross Romano, the Minister of Health and

Long Term Care and the Premier accordingly.

8.4 Amendment to Canada Post Corporation Act

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen

Whereas the opioid crisis has affected the entire country including our own community and region; and

Whereas it has been established that drugs including fentanyl are being purchased online in both small and large quantities and shipped from countries such as China into Canada by way of Canada Post; and

Whereas the *Canada Post Corporation Act, 1981* has provisions that make it more difficult for police officers to seize such packages or intervene in the delivery of such packages than those delivered by another delivery service or a private sector courier; and

Whereas law enforcement supports the amendment of the *Canada Post Corporation Act, 1981* in order that they are better able to either stop, intervene in or seize the shipment and delivery of illegal drugs through Canada Post more effectively and in the same manner as they could if the material were shipped by way of any other competing delivery services; and

Whereas from the Algoma Community Health Profile published by Algoma Public Health in September of 2018, it stated that there were 15 deaths due to opioid overdoses in Algoma in 2016, and the rate of hospitalization due to opioid toxicity were 45.7 per 100,000 people in Algoma in 2017, compared to 14.6 per 100,000 in Ontario,

Now Therefore Be It Resolved that Sault Ste. Marie City Council hereby supports the amendment of the *Canada Post Corporation Act, 1981*, in order that law enforcement is better able to stop, intervene in or seize the shipment and delivery of illegal drugs through Canada and directs Mayor Provenzano to provide this resolution to Sault Ste. Marie MP Terry Sheehan, the Minister of Public Service and Procurement and Accessibility and the Prime Minister.

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 M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2019 04 15 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 2019-77 (Subdivision Control) Deeming Wilding Park Subdivision (Reliable Automotive & Industrial Radiator Inc.)** 248 - 250
- A report from the City Solicitor is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-77 being a By-law to deem not registered for purposes of subdivision control certain lots in the **Wilding Park Subdivision**, pursuant to Section 50(4) of the *Planning Act*, (civic 534 Wallace Terrace and 101 McFadden Avenue) be passed in open Council this 15th day of April, 2019.
- 11.1.2 By-law 2019-78 (Agreement) Mill Market (Municipal Capital Facility)** 251 - 254
- A report from the City Solicitor is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-78 being a by-law to authorize an agreement between the City and the Mill Market Inc. for the provision of a Municipal Capital Facility at the Mill Market, Huron Street be passed in open Council this 15th day of April, 2019.
- 11.1.3 By-law 2019-79 (Taxation Exemption) Mill Market Inc.** 255 - 257
- A report from the City Solicitor is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-79 being a By-law to provide for the taxation exemption for the Mill Market Inc. as a Municipal Capital Facility be passed in open Council this 15th day of April, 2019.
- 11.1.4 By-law 2019-80 (Zoning) 22 MacDonald Avenue (Ruscio and Martella)** 258 - 260
- Council Report was passed by Council resolution on April 1, 2019.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-80 to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Ruscio & Martella) be passed in open Council this 15th day of April, 2019.
- 11.1.5 By-law 2019-81 (Development Control) 22 MacDonald (Ruscio and Martella)** 261 - 262
- Council Report was passed by Council resolution on April 1, 2019.
- Mover Councillor M. Scott

Second Councillor L. Vezeau-Allen
Resolved that By-law 2019-81 being a by-law to designate the lands located at 22 MacDonald Avenue an area of site plan control (Ruscio & Martella) be passed in open Council this 15th day of April, 2019.

11.1.6 By-law 2019-82 (Official Plan Amendment) Second Units 263 - 265

Council Report was passed by Council resolution on April 1, 2019.

Mover Councillor M. Scott

Second Councillor L. Vezeau-Allen

Resolved that By-law 2019-82 being a by-law to adopt Amendment No. 223 to the Official Plan for the City of Sault Ste. Marie (Second Units) be passed in open Council this 15th day of April, 2019.

11.1.7 By-law 2019-83 (Zoning) Second Units 266 - 271

Council Report was passed by Council resolution on April 1, 2019.

Mover Councillor M. Scott

Second Councillor L. Vezeau-Allen

Resolved that By-law 2019-83 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning Second Units be passed in open Council this 15th day of April, 2019.

11.1.8 By-law 2019-84 (Agreement) Prince Township Building Inspections 272 - 275

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

Mover Councillor M. Scott

Second Councillor L. Vezeau-Allen

Resolved that By-law 2019-84 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for building inspection services be passed in open Council this 15th day of April, 2019.

11.1.9 By-law 2019-85 (Agreement) 1972703 Ontario Inc. (Municipal Capital Facility) 276 - 280

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Second Councillor L. Vezeau-Allen

Resolved that By-law 2019-85 being a by-law to authorize an agreement between the City and 1972703 Ontario Inc. for the provision of a Municipal Capital Facility at 1972703 Ontario Inc., Roberta Bondar Park be passed in open Council this 15th day of April, 2019.

11.1.10 By-law 2019-86 (Taxation Exemption) 1972703 Ontario Inc. (Beavertails) 281 - 284

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-86 being a by-law to provide for the taxation exemption of the property being used by 1972703 Ontario Inc. located at Roberta Bondar Park as a Municipal Capital Facility be passed in open Council this 15th day of April, 2019.

11.1.11 By-law 2019-87 (Zoning) 728 Wellington Street West (Nicastro) 285 - 287

Council Report was passed by Council resolution on April 1, 2019.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-87 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 728 Wellington Street West (Nicastro) be passed in open Council this 15th day of April, 2019.

11.1.12 By-law 2019-88 (Agreement) Sault North Holdings Ltd.o/a Great Lakes Honda 288 - 299

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-88 being a by-law to authorize the execution of the Agreement between the City and Sault North Holdings Ltd. o/a Great Lakes Honda for the registration of a City easement and the transfer and leaseback of certain City owned lands be passed in open Council this 15th day of April, 2019.

11.1.13 By-law 2019-90 (Agreement) Clear Risk Inc. 300 - 342

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-90 being a by-law to authorize the execution of the Agreement between the City and Clear Risk Inc. for the provision of Risk Information Management Software for a three year period, beginning April 15, 2019 and ending April 14, 2022 be passed in open Council this 15th day of April, 2019.

11.1.14 By-law 2019-91 (Agreement) DTA Community Art Project 343 - 348

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-91 being a by-law to authorize the execution of the Agreement between the City and The Downtown Association for a community art project be passed in open Council this 15th day of April, 2019.

11.1.15	By-law 2019-93 (Agreement) Global Friends	349 - 351
	A report from the Deputy CAO, Community Development & Enterprise Services is on the Agenda.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that By-law 2019-93 being a By-law to authorize the execution of the Agreement between the City of Sault Ste. Marie Community Career Centre to develop and implement a community wide plan to create a safe, welcoming and inclusive place for all newcomer youth (15-29), as well as other minorities, including indigenous and LGBTTTQQ2s+ be passed in open Council this 15th day of April, 2019.	
11.1.16	By-law 2019-95 (Agreement) Boyer Construction Leo Avenue Contract 2019-2E	352 - 354
	A report from the Manager of Design & Transportation Engineering is on the Agenda.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that By-law 2019-95 being a by-law to authorize the execution of the Contract between the City and 1531161 Ontario Inc. o/a Boyer Construction for the reconstruction of Leo Avenue from Queen Street East to Victoria Street (Contract 2019-2E) be passed in open Council this 15th day of April, 2019.	
11.1.17	By-law 2019-96 (Temporary Street Closing) Leo Avenue	355 - 355
	A report from the Manager of Design & Transportation, Engineering is on the Agenda.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that By-law 2019-96 being a by-law to permit the temporary closing of Leo Avenue from Queen Street East to Victoria Street from May 30, 2019 until October 31, 2019 for the reconstruction of Leo Avenue be passed in open Council this 15th day of April, 2019.	
11.1.18	By-law 2019-97 (Agreement) Fort Creek Aqueduct Contract 2019-1E	356 - 358
	A report from the Manager of Design & Transportation, Engineering is on the Agenda.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that By-law 2019-97 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the last two phases in improvements to the Fort Creek Aqueduct, which includes the reconstruction of the existing aqueduct that is located within the laneway on the east side of John Street between Edinburgh and Albert Streets (Contract 2019-1E) be passed in open	

Council this 15th day of April, 2019.

- 11.1.19 By-law 2019-98 (Temporary Street Closing) John and Cathcart Street** 359 - 359
- A report from the Manager of Design & Transportation, Engineering is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-98 being a by-law to permit the intermittent closings of John Street at Edinburgh Street and Cathcart Street between John Street and Brown Street during the construction seasons in 2019 and 2020 for the Fort Creek Aqueduct Reconstructions be passed in open Council this 15th day of April, 2019.
- 11.1.20 By-law 2019-99 (Agreement) Finger Dock Replacement – Roberta Bondar Marina** 360 - 401
- Council Report was passed by Council resolution on April 1, 2019.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-99 being a by-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the Finger Dock Replacement at the Robert Bondar Marina be passed in open Council this 15th day of April, 2019.
- 11.1.21 By-law 2019-100 (Agreement) Local Immigration Partnership** 402 - 425
- A report from the Local Immigration Partnership Coordinator is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-100 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, represented by the Minister of Immigration, Refugees and Citizenship, authorizing to amend the 2017-2020 Contribution Agreement between Immigration, Refugees and Citizenship Canada (IRCC) and the City of Sault Ste. Marie be passed in open Council this 15th day of April, 2019.
- 11.1.22 By-law 2019-92 (Agreement) Dr. Coates** 426 - 428
- A report from the Deputy CAO, Community Development & Enterprise Services is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-92 being a by-law to authorize the execution of the Agreement between the City and Dr. Ken Coates, Coates Holroyd Consulting to assist in the development of innovative programming and research to complement current work being undertaken by local companies, the SSM Innovation Centre and

SSM Economic Development Corporaiton be passed in open Council this 15th day of April, 2019.

11.1.23 *By-law 2019-94 (Agreement) Mill Market Extension*

429 - 431

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-94 being a By-law to authorize the execution of the Agreement between the City and Mill Market Inc., for a lease extension be passed in open Council this 15th day of April, 2019.

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

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

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

13. *Closed Session*

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to discuss one item concerning instructions for negotiations and one item concerning labour relations.

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 section 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, (d) labour relations or employee negotiations. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26

14. *Adjournment*

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, April 1, 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, K. Fields, P. Johnson, S. Schell, P. Niro, F. Coccimiglio, S. Hamilton Beach, D. Elliott, F. Pozzebon, B. Lamming, T. Vecchio, P. Tonazzo

1. Adoption of Minutes

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the Minutes of the Regular Council Meeting of 2019 03 18 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor R. Niro – Sault Ste. Marie Professional Firefighters' Association Local 529 Collective Agreement

Brother was employed as a firefighter during the term covered by the agreement.

3.2 Councillor R. Niro – By-law 2019-75 (Agreement) Firefighters Association (Local 529)

Brother employed as a firefighter during the term of this agreement.

3.3 Councillor L. Vezeau-Allen – Queenstown Board of Management 2018 Audit Report and 2019 Budget

Member of the Queenstown (Downtown) Board of Directors.

3.4 Councillor M. Shoemaker – By-law 2019-63 (Zoning) 267 Cathcart Street (David Ellis Architecture Inc.)

Property owned by clients of law firm.

3.5 Councillor M. Shoemaker – A-8-19-Z 22 MacDonald Avenue (Ruscio & Martella)

Clients of law firm.

3.6 Councillor S. Hollingsworth – A-2-19-Z – 85 Johnson Avenue (Fremlin)

Relative.

3.7 Mayor C. Provenzano – A-8-19-Z 22 MacDonald Avenue (Ruscio & Martella)

Proponent is a client of law firm, objector is client of law firm.

3.8 Councillor S. Hollingsworth – By-law 2019-76 (Zoning) 85 Johnson Avenue Fremlin

Relative.

4. Approve Agenda as Presented

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda and Addendum for 2019 04 01 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 World Autism Awareness Day

Lindsay Collins, President and Awareness Coordinator, Autism Ontario, Sault Ste. Marie Chapter was in attendance.

5.2 National Volunteer Week

Lori Houston, Essential Service Manager, United Way Sault Ste. Marie and Algoma District was in attendance.

5.3 8.5 - Municipal Autism Strategy

Matthew Doherty was in attendance.

5.4 A-7-19-Z - 728 Wellington Street West (Nicastro)

Marilyn Nicastro (applicant) was in attendance.

5.5 A-8-19-Z 22 MacDonald Avenue (Ruscio & Martella)

Joe Ruscio, John McDonald, Dave Ellis and Joe Martella (for the applicant) and Loretta Harrison, Lynden Pond, Nicole Gyde, Tova Arbus, Eric Peterson, Jennifer Flood, Sean Kelly and Mark Brown (opposed) were in attendance.

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that all the items listed under date 2019 04 01 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended.

Carried

6.1 Queenstown Board of Management 2018 Audit Report and 2019 Budget

Councillor L. Vezeau-Allen declared a conflict on this item. (Member of the Queenstown (Downtown) Board of Directors.)

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 04 01 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2018 be received and that the Downtown Association Budget for the year 2019 be approved.

Carried

6.2 Bondar Marina Dock Replacement – Single Source Poralu Marine Inc.

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2019 04 01 concerning Bondar Marina Dock Replacement – Single Source Poralu Marine Inc. be received as information. A report from Purchasing appears elsewhere on the agenda for Council approval.

Carried

6.3 RFP – Finger Dock Replacement – Roberta Bondar Marina – Second Phase

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2019 04 01 be received and that the proposal submitted by Poralu Marine Inc. be approved on a single source basis at a proposed cost of \$738,583.34 plus HST.

A By-law authorizing signature of the Agreement with Poralu Marine Inc for provision of the finger dock replacement will appear on a future Council Agenda.

Carried

6.4 GFL Memorial Gardens Entertainment Partnership

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated 2019 04 01 be received as information.

Carried

6.5 RFP – Promotion Agreement – Live Entertainment Expertise and Services

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

The relevant By-law 2019-58 is listed under item 11 of the Minutes.

6.6 On Demand Transit Service Pilot

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Community Services dated 2019 04 01 be received and that staff be directed to issue a request for proposal to enter into a one (1) year pilot for On Demand Transit Service.

Carried

6.7 2018 Building Division Annual Fee Report

The report of the Chief Building Official was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Chief Building Official dated 2019 04 12 regarding 2019 Annual Fee Report be received as information.

Carried

6.8 Financial Assistance Policy for Miscellaneous National and International Competitions

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Recreation and Culture dated 2019 04 01 concerning Financial Assistance Policy for Miscellaneous National and International Competitions – Policy D-IV-11 be approved.

Carried

6.9 Sault Ste. Marie Professional Firefighters' Association Local 529 Collective Agreement

Councillor R. Niro declared a conflict on this item. (Brother was employed as a firefighter during the term covered by the agreement.)

The report of the Director of Human Resources was received by Council.

The relevant By-law 2019-75 is listed under item 11 of the Minutes.

6.10 Conveyance for Road Widening Purposes – 531 Trunk Road

The report of the Secretary-Treasurer of the Committee of Adjustment was received by Council.

The relevant By-law 2019-60 is listed under item 11 of the Minutes.

6.11 Municipal Law Enforcement Officers

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

The relevant By-law 2019-64 is listed under item 11 of the Minutes.

6.12 Acquisition of 969 Peoples Road

The report of the City Solicitor was received by Council.

The relevant By-law 2019-68 is listed under item 11 of the Minutes.

6.13 Status Update on ATV By-law (Changes to Highway Traffic Act)

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Solicitor/Prosecutor dated 2019 04 01 concerning Status Update on ATV By-law be received as information.

Carried

6.14 Waste Management – Household Hazardous Waste Services

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Public Works dated 2019 04 01 concerning the accessibility of household hazardous waste services be received as information.

Carried

6.15 Waste Management – Holiday Waste Collection

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Public Works dated 2019 04 01 concerning the provision of holiday waste collection for comparator municipalities be received as information.

Carried

6.16 Waste Management By-law Update

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

The relevant By-law 2019-62 is listed under item.

6.17 W.J. McMeeken Centre Replacement Steering Committee

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the following individuals be appointed to the W.J. McMeeken Centre Replacement Steering Committee: Councillor C. Gardi, Councillor M. Shoemaker, the Chief Administrative Officer, the Deputy CAO – Community Development and Enterprise Services, the Chief Financial Officer/City Treasurer, the Director of Community Services, the Director of Planning, the Manager of Community Arenas, the Manager of Recreation and Culture and the Manager of Facilities and Maintenance.

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-2-19-Z – 85 Johnson Avenue (Fremlin)

Councillor S. Hollingsworth declared a conflict on this item. (Relative.)

The report of the Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Planner dated 2019 04 01 concerning Application A-2-19-Z be received and that Council approve the application to rezone the subject property from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to permit four semi-detached dwellings on the subject property;

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

Carried

7.7.1.1 A-2-19-Z – 85 Johnson Avenue (Fremlin) Update from Public Input Session

The report of the Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Planner dated 2019 04 01 concerning the update from the public input session be received as information. A report to Council concerning the rezoning application A-2-19-Z appears elsewhere on the Agenda and is recommended for approval.

Carried

7.7.2 A-7-19-Z – 728 Wellington Street West (Nicastro)

The report of the Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Planner dated 2019 04 01 concerning rezoning Application A-7-19-Z be received and that Council approve the application to rezone the subject property from Low Density Residential Zone (R3.S.330) with a special exception to permit a duplex and a reduced frontage, to Low Density Residential Zone (R3.S.330) with an amended special exception to permit a triplex and 3 parking spaces in the exterior side yard;

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

Carried

7.7.3 A-8-19-Z – 22 MacDonald Avenue (Ruscio & Martella)

Councillor M. Shoemaker declared a conflict on this item. (Clients of law firm.)

Mayor C. Provenzano declared a conflict on this item. (Proponent is a client of law firm, objector is client of law firm.)

The report of the Senior Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Senior Planner dated 2019 04 01 concerning rezoning Application A-8-19-Z be received and that Council approve the application to rezone the subject property from Parks

and Recreation Zone (PR) to High Density Residential Zone (R5.S) subject to the following special exception:

1. That the proposed apartment building not exceed 12 storeys.
2. That the maximum required lot coverage for the apartment building be increased to 35% from 33%.

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

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

Carried

7.7.4 A-9-19-Z.OP – Second Units

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Senior Planner dated 2019 04 01 concerning application A-9-19-Z.OP be received and that both Official Plan Amendment No. 223 as attached and the amendment to Zoning By-law 2005-150 as attached be approved;

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

Carried

7.8 Boards and Committees

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

8.1 Disable Advanced Traffic Signals Between 9 p.m.. and 6 a.m.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Scott

Whereas many traffic signals in Sault Ste. Marie have advanced signals for the better movement of traffic during peak traffic hours; and

Whereas many drivers have experienced the situation where no other vehicles are at the intersection and the advanced traffic signal is illuminated; and

Whereas during off-peak traffic hours, advanced traffic signals serve only to delay vehicles for a longer period of time at intersections; and

Whereas delaying vehicles at intersections when such a delay is unwarranted adds to carbon emissions;

Now Therefore Be It Resolved that staff be requested to report on the feasibility of disabling advanced traffic signals at all (or mostly all) of the intersections in the City with advanced signals from 9 p.m. nightly until 6 a.m. the following morning.

Carried

8.2 Traffic Signal Intersection Changes

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Whereas Sault Ste. Marie's policy during capital road works projects is to remove unwarranted traffic signals during the reconstruction; and

Whereas the removal of a traffic signal generally leads to an adjustment period for motorists who frequently travel the area to familiarize themselves with the new traffic control pattern; and

Whereas when traffic signals are removed that control all four corners of an intersection, they are typically replaced by a stop sign that only controls traffic at two of the four corners of an intersection; and

Whereas it is not currently Sault Ste. Marie's policy to include a flashing red light above the traffic signal as a default at the time of the change from a traffic signal-controlled intersection to a stop sign-controlled intersection; and

Whereas a flashing red light above a stop sign could be an effective way to assist motorists who frequently travel an area where there has been a change in the traffic control pattern to familiarize themselves with the new traffic control pattern;

Now Therefore Be It Resolved that the Public Works and Engineering Services be requested to amend the current policy for major capital works to provide that when unwarranted traffic signals are removed from an intersection, the stop signs that are installed at the intersection shall have flashing red lights above them for a period of not less than one (1) year.

Carried

8.3 Safeguard Measures for Canadian Steel Industry

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas the steel supply industry employs more than 3,000 employees and represents billions of dollars of economic activity in our community; and

Whereas across Canada the steel industry employs more than 25,000 middle-class workers, and supports an additional 100,000 high quality jobs from coast-to-coast-to-coast; and

Whereas these jobs and future economic growth are being threatened by a surge of off-shore imports resulting from excess global capacity, and the diversion of imports resulting from changes in trade policy around the globe, including section 232 measures in the United States; and

Whereas the federal government recognized the potential injury caused by these imports to the steel industry and implemented provisional safeguard measures in October 2018 with the intent of stabilizing the Canadian steel market; and

Whereas these provisional safeguard measures are in place for a 200-day period and are set to expire on May 13, 2019; and

Whereas these provisional safeguard measures have had the effect of preventing a continued surge of off-shore imports from damaging the domestic steel industry; and

Whereas the Canadian steel industry, including both Algoma Steel Inc. and Tenaris Algoma Tubes, recently participated in hearings at the Canadian International Trade Tribunal (CITT), and presented the need for continued safeguard measures beyond May 13, 2019; and

Whereas continued safeguard measures are vital, affording the domestic steel industry the necessary market stability to continue to grow and create high quality, middle-class jobs in our community;

Now Therefore Be It Resolved that Sault Ste. Marie City Council support the request of the Canadian steel industry to the federal Minister of Finance to impose final safeguard measures for all seven steel products subject to provisional safeguard measures;

Further Be It Resolved that Sault Ste. Marie City Council support the request that the final safeguard measures be reflective of the remedies requested by the Canadian steel industry during the safeguard hearings held by the CITT in January 2019.

Carried

8.4 Performance Bonds

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Hollingsworth

Whereas the City requires residential developers to provide a letter of credit when they begin a development; and

Whereas it can be challenging for a smaller residential developer to provide a letter of credit prior to beginning a development; and

Whereas the City has accepted performance bonds but does not generally do so for residential developments; and

Whereas smaller developers who may not be able to offer a line of credit may be able to post a performance bond; and

Whereas the City wants to make every reasonable effort to be development-friendly;

Now Therefore Be It Resolved that City Council requests staff to consider accepting performance bonds in lieu of letters of credit and report back to City Council on the appropriateness and advisability of doing so.

Carried

8.5 Municipal Autism Strategy

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Whereas in March of 2018, Autism Ontario released the latest statistics regarding autism spectrum disorder and reported that the rate of the disorder is 1 of 66 live births. Autism is a pervasive spectrum disorder, marked by difficulty in social interactions, which does not discriminate between race, culture, socio-economic status or religion. The rate of autism is higher among males (5 times more likely) than females. Children with autism become adults with autism and there is no cure; and

Whereas as a Northern community we recognize that the number of children and adults who have been diagnosed on the spectrum or who are awaiting a diagnosis has greatly increased. The initial pathway to services is through the Ministry of Child and Youth Services, whose offices are in regional areas that provide mainly administrative services, not actual early intervention; and

Whereas early diagnosis can lead to early programming and success for individuals and families affected by autism disorders; and

Whereas neither the Provincial nor Federal governments have specific autism strategies, leaving many families and individuals without access to the services they require; and

Whereas the City of Sault Ste. Marie values all citizens and wants everyone to have equal opportunities for success;

Now Therefore Be It Resolved that the Ontarians with Disabilities Accessibility Advisory Committee be requested to strike a sub-committee dedicated to working with community partners to develop a municipal autism strategy to assist families, caregivers and individuals dealing with an autism diagnosis

and to create a roadmap for the autism community in shaping the future development of our community.

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 C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2019 04 01 be approved, save and except 2019-63 2019-75 and 2019-76.

Carried

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

11.1.1 By-law 2018-58 (Agreement) Venue Coalition

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-58 being a by-law to authorize the execution of the Agreement between the City and Venue Coalition Inc. for the provision of expertise, outreach, and talent buying services in the live entertainment industry be passed in open Council this 1st day of April, 2019.

Carried

11.1.2 By-law 2019-60 (Property Acquisition) Part 531 Trunk Rd (Silver Birch Developments (Sault) Ltd.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-60 being a by-law to authorize the acquisition of a portion of property located at civic 531 Trunk Road (Silver Birch Developments (Sault) Ltd.) be passed in open Council this 1st day of April, 2019.

Carried

11.1.3 By-law 2019-62 (Regulations) Control & Management of Waste & Recycling

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-62 being a by-law for the management of waste and recycling in the City of Sault Ste. Marie be passed in open Council this 1st day of April, 2019.

Carried

11.1.4 By-law 2019-63 (Zoning) 267 Cathcart Street (David Ellis Architecture Inc.)

Councillor M. Shoemaker declared a conflict on this item. (Property owned by clients of law firm.)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-63 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 267 Cathcart Street (David Ellis Architecture Inc.) be passed in open Council this 1st day of April, 2019.

Carried

11.1.5 By-law 2019-64 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-64 being a By-law to appoint Municipal Law Enforcement Officers and to amend Schedule "A" to By-law 90-305 be passed in open Council this 1st day of April 2019.

Carried

11.1.6 By-law 2019-65 (Tax) 2019 Rates

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-65 being a by-law to provide for the adoption of property tax rates for 2019 be passed in open Council this 1st day of April, 2019.

Carried

11.1.7 By-law 2019-66 (Tax) Tax Ratios

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-66 being a by-law to provide for the adoption of tax ratios be passed in open Council this 1st day of April, 2019.

11.1.8 By-law 2019-67 (Tax) Final Tax Billing

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-67 being a by-law to provide for 2019 final tax billing be passed in open Council this 1st day of April, 2019.

Carried

11.1.9 By-law 2019-68 (Purchase Acquisition) 969 Peoples Road

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-68 being a by-law to authorize the acquisition of property located at civic 969 Peoples Road be passed in open Council this 1st day of April, 2019.

Carried

11.1.10 By-law 2019-69 (Zoning) Accessible Parking Requirements

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-69 being a By-law to revise accessible parking requirements in the City's Zoning By-law for new developments be passed in open Council this 1st day of April, 2019.

Carried

11.1.11 By-law 2019-70 (Zoning) 1805 Queen Street East Sault Ste. Marie Golf Club

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-70 being a By-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 1805 Queen Street East (Sault Ste. Marie Golf Club) be passed in open Council this 1st day of April, 2019.

Carried

11.1.12 By-law 2019-71 (Development Control) 1805 Queen Street East Sault Ste. Marie Golf Club

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-71 being a By-law to designate the lands located at 1805 Queen Street East an area of site plan control (Sault Ste. Marie Golf Club) be passed in open Council this 1st day of April, 2019.

Carried

11.1.13 By-law 2019-72 (Official Plan Amendment) 84 Ruth Street (1972667 Ontario Inc. c/o Gervasi/Stubbs)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-72 being a by-law to adopt Amendment No. 222 to the Official Plan for the City of Sault Ste. Marie (1972667 Ontario Inc. c/o Carlo Gervasi & Brandon Stubbs 84 Ruth Street) be passed in open Council this 1st day of April, 2019.

Carried

11.1.14 By-law 2019-73 (Zoning) 84 Ruth Street (1972667 Ontario Inc. c/o Gervasi/Stubbs)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-73 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 84 Ruth Street (1972667 Ontario Inc. c/o Carlo Gervasi & Brandon Stubbs) be passed in open Council this 1st day of April, 2019.

Carried

11.1.15 By-law 2019-74 (Delegation to Director of Community Services)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-74 being a by-law to authorize the Director of Community Services, or his/her designate, to enter into standard agreements between the City and users of City facilities be passed in open Council this 1st day of April, 2019.

Carried

11.1.16 By-law 2019-75 (Agreement) Firefighters Association (Local 529)

Councillor R. Niro declared a conflict on this item. (Brother employed as a firefighter during the term of this agreement.)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-75 being a by-law to authorize an agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529) be passed in open Council this 1st day of April, 2019.

Carried

11.1.17 By-law 2019-76 (Zoning) 85 Johnson Avenue Fremlin

Councillor S. Hollingsworth declared a conflict on this item. (Relative.)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-76 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 85 Johnson Avenue (Daniel Fremlin) be passed in open Council this 1st day of April, 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

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 M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to discuss two items concerning trade secrets or commercial information, one item concerning solicitor-client privilege and one item concerning labour relations instructions for negotiations.

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 section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26

Carried

14. Adjournment

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

**Outstanding Council Resolutions
as at March
31, 2019**

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
4-Feb-13	EDC	International marketplace	EDC			Preliminary study on possible development of an international marketplace on or near the waterfront, in proximity to the downtown core	P. Christian S. Butland
9-Mar-15	EDC	Evolution of Community Development	EDC		To be integrated in the Strategic Planning process	Destiny Sault Ste. Marie to undertake actions identified in March 9, 2015 report to determine viability of True Growth proposal.	M. Shoemaker R. Romano
13-Apr-15	Corporate Services	Board/Committee Appointment Process	M. White	Q2 2019		Report as to feasibility of requiring criminal record checks for persons appointed or nominated to boards and committees.	M. Shoemaker R. Romano
8-Jun-15		Animation Cel Collection				Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.	S. Butland S. Myers
10-Aug-15	CD&ES	Public Art Policy	T. Vair	Q2 2019		Recommend next steps in adopting a public art policy (including graffiti).	S. Butland S. Myers
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q2 2019	Data received from Stats Canada. Analysis underway	Analysis of number of parks	
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q2 2019		Analysis elimination of outdoor rinks	
11-Apr-16	EDC	Province of Ontario "Vacation Villages"	Tourism SSM			Review and report back regarding the potential for Sault Ste. Marie to host a vacation village.	S. Butland P. Christian
26-Sep-16	CD&ES	Parks Usage	T. Vair	Q2 2019	See also 22 March 2016 request for analysis of number of parks. See info above (number of parks)	Survey as to usage of parks	M. Shoemaker S. Butland
26-Sep-16	Legal	Ridesharing Services	K. Fields	Q3 2019	Info report 28 Jan 2019 (status update). Committee to be established	Reviewing current regulations on local taxi-cab and limousine industry, analyzing ridesharing regulations, engaging community and industry stakeholders throughout the process, and reporting back to Council on a plan of action.	J. Hupponen R. Niro
7-Nov-16	CD&ES	Community Pride Initiative	T. Vair	Q2 2019	Report from Future SSM on hiring of STC for new community promotion and branding provided. Outcomes of work expected in Q1 2019	Review and report as to potential structure, activities and costs of a Community Pride Initiative (further to reports of Planning Division and Mayor regarding community development (Nov 7/16)	R. Romano P. Christian
21-Nov-16	Corporate Services	Employee Innovation Program	M. White	Q2 2019		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth

**Outstanding Council Resolutions
as at March
31, 2019**

23-Jan-17	Corporate Services	Posting of Expenses to Website	M. White	Q2 2019		Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back.	M. Shoemaker S. Hollingsworth
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q3 2019	Future SSM provided updated (10 Dec 18) as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting	P. Christian S. Butland
8-May-17	PW&ES CS&ED	Revenue Generating from Advertising	L. Girardi T. Vair	Q2 2019		Investigate using permanent objects and structures in the City as revenue generating tools.	M. Shoemaker J. Krmpotich
29-May-17	Fire Services	Cost Recovery for Fire Services	P. Johnson	Q2 2019		Report outlining: Ontario cities that have cost-recovery fire services by-laws; what services are charged for in which cities and how much each service is charged out at; analysis of percentage of calls that are chargeable calls vs. non-chargeable calls; revenue broken down by service; any limitations imposed by law on what types of services can be cost-recovered and the amounts that may be charged; estimate of potential revenue the City could expect if it imposes a cost-recovery by-law.	M. Shoemaker P. Christian
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q2 2019	Future SSM provided update 10 Dec 18 as to outcomes of Downtown Development Action Team and related downtown priorities. Initiative to come forward in 2019.	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
26-Jun-17	Corporate Services	Vacant Council Seat	M. White	Q2 2019	To be presented to 2018-2021 Council.	Report with recommended policies and procedures that can be adopted to deal with future Council vacancies	P. Christian M. Shoemaker
21-Aug-17	Legal	No Parking on Saddle Crescent (etc.)		Q2 2019		Report on options to reduce or eliminate occurrences of hospital patrons and/or hospital staff parking on Saddle Crescent and other adjacent/abutting streets.	M. Shoemaker J. Hupponen
11-Sep-17	Legal	Red Pine Drive	K. Fields	Q3 2019		Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
25-Sep-17	Legal	Surplus Municipal Property	K. Fields	Q2 2019		Review and inventory all City-owned property and determine which properties can be declared surplus and listed for sale, and to bring back a proposal to City Council on declaring such land surplus and listing it for sale to the public.	O. Grandinetti S. Butland

**Outstanding Council Resolutions
as at March
31, 2019**

25-Sep-17	PW&ES	Local Improvement Charges for Roads	D. Elliott M. White	Q2/Q3 2019		Develop a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.	O. Grandinetti M. Shoemaker
10-Oct-17		Smart Cities Task Force		ongoing		Task force to develop a compelling Smart Cities initiative	S. Butland M. Shoemaker
23-Oct-17	CD&ES	There's an App for That	T. Vair	Q3 2019	Future SSM team in collaboration with City IT to examine opportunity to create and fund this app	Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.	M. Shoemaker J. Hupponen
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q2 2019	Future SSM provided update 10 Dec 18 as to outcomes of Downtown Development Action Team and related downtown priorities.	Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with the Sault Ste. Marie Police Service, the Downtown Association, and other related community groups seeking to increase public safety.	S. Hollingsworth S. Myers
11-Dec-17	CD&ES	Essar Centre Box Seats	T. Vair	Q2 2019		Bring forward a plan to develop the additional box seats at the Essar Centre and investigate other potential sources of funding.	M. Shoemaker O. Grandinetti
20-Feb-18	Corporate Services	RFP of Group Benefits Brokerage and Underwriting	P. Niro	Q2 2019		Prepare RFP for brokerage and underwriting of the City's group benefits.	M. Shoemaker O. Grandinetti
20-Feb-18	Legal	Payday Lending By-law	K. Fields	Q2 2019		Prepare a by-law requiring pay-day lending institutions to advertise in a prominent manner the cost of borrowing and provide to the borrower credit counselling brochures approved by the City of Sault Ste. Marie	M. Shoemaker S. Butland
5-Mar-18	CD&ES	James Street and Surrounding Area Revitalization Plan	T. Vair	Q3 2019	Initiative underway – to be reported at budget time.	Consult with the Innovation Centre's GIS department to develop James Street and surrounding area revitalization plan	M. Shoemaker O. Grandinetti
9-Apr-18	CD&ES	Snow Dumps	D. McConnell	Q3 2019		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q3 2019		Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
9-Apr-18	Legal	Animal Care and Control (Spruce Haven)	K. Fields	Q3 2019		Consideration to a written agreement between the City and Spruce Haven stating there will be no further expansion of the current business of Spruce Haven relative to the new animal care and control by-law.	S. Butland S. Myers

**Outstanding Council Resolutions
as at March
31, 2019**

23-Apr-18	CD&ES	Sault Ste. Marie Branded Products	T. Vair	Q2 2019	Pending completion of STC community branding. Products now available through EDC and private sector	Investigate and report on feasibility of selling Sault Ste. Marie-branded products both online and by partnering with local retailers.	M. Shoemaker O. Grandinetti
14-May-18	CD&ES	Creation of Parking Lot for Gore Street	T. Vair	Q2 2019		Report – options for a parking lot in proximity to Gore Street business area.	M. Shoemaker R. Niro
14-May-18	CD&ES	Jamestown By-law Enforcement and Property Standards	T. Vair	Q2 2019	Enforcement effort undertaken. Report pending.	Report as to actions required to ensure compliance of all buildings in the Jamestown area with the property standards by-law.	R. Niro M. Shoemaker
14-May-18	PW&ES	Great Northern Road Speed Study	D. Elliott	Q4 2019	Report 14 May 2018 but follow up report on effects of changes requested	Report regarding reduction of speed limit on Great Northern Road from 800m north of Third Line to Fifth Line from 80 km/h to 70 km/h and advise if any further action is required to ensure safety.	M. Shoemaker J. Hupponen
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	CAO Horsman, T. Vair	Q3 2019		Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates	M. Shoemaker R. Niro
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell	Q2 2019		Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned	M. Shoemaker O. Grandinetti
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	K. Fields			Investigate the acquisition of remaining existing class D road private rights-of-way	J. Krmpotich S. Butland
11-Jun-18	Legal	Dogs at Large	K. Fields			Report with options to effectively enforce the running at large provisions of the animal care and control by-law (in concert with Humane Society)	J. Hupponen M. Shoemaker
10-Dec-18	CD&ES	Toys for Tickets	T. Vair	Q3 2019		Report on an annual Sault Ste. Marie Toys for Tickets program beginning in November 2019; consult with Christmas Cheer to determine their interest and willingness to participate in such a program.	M. Shoemaker P. Christian
10-Dec-18	CD&ES	Sault Cycling Proposal	S. Turco	Q3 2019		Assess all costs related to Sault Cycling Club proposal for an Active Trail Network connected to Hub Trail Club and report on costs, project feasibility and recommendations as to whether and how to proceed with the projec	S. Hollingsworth D. Hilsinger
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	M. White	Q2 2021		Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger

**Outstanding Council Resolutions
as at March
31, 2019**

10-Dec-18	Finance	MPAC Real Property Assessment	S. Schell		Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
14-Jan-19	CD&ES	Dog Park	T. Vair	Q3 2019	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.	S. Hollingsworth D. Hilsinger
14-Jan-19	CD&ES	Smart Industrial and Business Park Investment	T. Vair D. Hollingsworth	Q3 2019	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	S. Hollingsworth P. Christian
14-Jan-19	PW&ES	Surface Flooding	L. Girardi	Q4 2019	Conduct environmental assessment to determine a course of action to address surface flooding issues in the People's Road drainage area.	M. Bruni R. Niro
28-Jan-19	CD&ES	Transit Single Use Passes – Local Agencies	B. Lamming	Q4 2019	Allocate single-ride transit passes to Neighbourhood Resource Centre, The Soup Kitchen, St. Vincent's Place and Pauline's Place to be distributed to senior clients who do not qualify for transit pass support from any other sources for medical appointment access. Agencies to track pass distribution and report back by or before December 1, 2019.	L. Vezea-Allen L. Dufour
28-Jan-19	PW&ES	Compliance for Property Standards and Yard Maintenance	F. Pozzebon	Q2 2019	Implement the four recommendations for reducing property standard and yard maintenance compliance time	R. Niro M. Bruni
4-Mar-19	CD&ES	Immigration Committee	T. Vair	Q2 2019	Local Immigration Partnership to form committee tasked with furthering development of a welcoming community where everyone feels accepted, valued and encouraged to be active contributors by promoting diversity and identifying opportunities to facilitate successful transition of newcomers to the city.	L. Vezea-Allen C. Gardi
4-Mar-19	CD&ES	First Nation / Municipal Community Economic Development Initiative	T. Vair		Work with Batchewana First Nation and Garden River First Nation to complete and submit CEDI application.	M. Scott C. Gardi

**Outstanding Council Resolutions
as at March
31, 2019**

4-Mar-19	CD&ES PW&ES	Active Transportation	D. McConnell D. Elliott		Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
4-Mar-19	Corporate Services	Public Works Fleet	S. Schell		Increase public works vehicle reserve \$250,000 in 2020 preliminary budget with a view to providing further increases of \$250,000 in 2021 and 2022 preliminary budgets respectively, pending a Fleet Services Program Review (planned for 2020)	C. Gardi L. Vezeau-Allen
18-Mar-19	CD&ES	Public Input Sessions in Rezoning Application Process	D. McConnell	Q4 2019	Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).	P. Christian M. Shoemaker
18-Mar-19	Corporate Services	Review of City of Sault Ste. Marie Procurement Policy	T. Gowans		Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy	M. Shoemaker C. Gardi
18-Mar-19	CD&ES	Green Laneways	D. McConnell		Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.	M. Shoemaker L. Dufour
18-Mar-19	EDC	Coalition of Algoma Passenger Trains	D. Hollingsworth		Review restoration of Algoma passenger train service presentation and report back to Council.	M. Shoemaker P. Christian
31-Mar-19						



VIA EMAIL

April 3, 2019

Christian Provenzano
Mayor, City of Sault Ste. Marie
9 Foster Drive
Sault Ste. Marie, ON P6A 5X6

RE: Film Production

Dear Mayor Provenzano:

I am the producer of the film entitled "TAINTED" which just wrapped production in Sault Ste. Marie. I am writing this letter to thank you and your city for the support and hospitality you have shown our production, and to highlight the positive impact we had on the local economy.

TAINTED is the fourth movie I was involved in that filmed in your city. Even though the Soo has always been a welcoming place for our industry, the absence of a central office that dealt with film productions was a challenge. I can say unequivocally that the new office established under the FutureSSM initiative has been a huge asset to our production. In particular, Jennifer Mathewson and Travis Anderson have been fantastic in hearing our concerns, coordinating with various city departments and providing excellent support to our production. If it weren't for them our shoot would have been a lot more challenging and our experience less positive.

I also would like to provide some statistics for your consideration. In the seven week period that our production set up shop in your city (from February 4 to March 22, 2019), we contributed to the local economy in the following ways:

- Hard cash injected into the local economy in the form of payment for goods and services paid to Sault Ste. Marie residents and businesses: **\$772,055.00.**
- Number of Full Time Equivalent positions created for SSM residents: **38**
- Number of Part Time Equivalent positions created for SSM residents: **13**
- Number of Sault College students hired in paid positions and provided with training/experience: **7**

Your city is uniquely positioned to have the potential to rival Sudbury and North Bay as a film production centre in Northern Ontario. Despite being further from Toronto, the advantages you have over these other cities include:

- Naturally beautiful and varied landscape that provides an interesting cinematic look;
- Ease of traveling Los Angeles-based actors by flying them to the Sault Ste. Marie, Michigan airport which results in lower travel costs (vs. flying them through Toronto Pearson) and ease of conducting immigration formalities at the land crossing;
- The ability to find all kinds of different filming locations within a 15-minute driving radius of city centre;
- An experienced crew base; and
- A helpful and supportive city liaison office.

Once again, thank you for the hospitality you have shown us, and we look forward to coming back to the Soo with future projects.

Sincerely yours,



Borga Dorter
Producer

CC: Travis Anderson, City of Sault Ste. Marie
Jennifer Mathewson, City of Sault Ste. Marie
Tom Vair, City of Sault Ste. Marie
Melanie Muncaster, NOHFC
Ross Romano, MPP for Sault Ste. Marie

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

April 10, 2019

Mr. Borga Dorter
Producer, Gearshift Films
65 Heward Ave. Suite C 228
Toronto, ON
M4M 2T5

Dear Mr. Dorter:

Thank you for your letter regarding your positive experience in Sault Ste. Marie for the production of the film, "TAINTED". I am also of the opinion that Sault Ste. Marie is uniquely positioned to become a northern film production centre. As outlined in your letter, film production brings numerous economic benefits and through FutureSSM we are working hard to attract more productions to the community.

I was happy to read that Travis Anderson and Jennifer Mathewson provided guidance and support during your time here. They are very good employees and the City is fortunate to have them on our team.

The City looks forward to working with you again for potential future projects and I encourage you to share what you experienced filming in Sault Ste. Marie with your film industry colleagues.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Provenzano".

Christian C. Provenzano, B.A., LL.B., LL.M



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – 2019 Enterprise Resource Planning Software Licensing & Support (2019CRP-IT-04-P)

PURPOSE

Securing of Software Support & Licensing is required on an annual basis for the City's Financial Enterprise Resource Planning Software. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Diamond Software Inc., a CentralSquare Company is a licensed reseller of Microsoft Great Plains Software, the City's ERP solution. They have provided the original software and customization and support since adoption by the City. Approval of sole sourcing is requested on the basis in accordance with the Purchasing By-law when the service can only be supplied by a particular supplier.

ANALYSIS

Diamond Software Inc. has provided pricing for Licensing & Support for 2019.

FINANCIAL IMPLICATIONS

The cost for 2019 Licensing & Support is approximately \$94,750 plus HST. This cost can be accommodated within IT's 2019 approved budget for Software Support.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and the recommendation that the Proposal submitted by Diamond Software Inc., a CentralSquare Company for Licensing & Support for the City's ERP Software in the amount of approximately \$94,750, plus HST, be approved, on a sole source basis.

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

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Risk Management Information System Software

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with ClearRisk Inc. for the provision of Risk Information Management Software as required by the City's Legal Department for a three-year period.

BACKGROUND

The City's Legal Department through the Risk Manager administers risk management and insurance programs for the City. Administration of these programs can best be achieved through the use of software designed for this purpose.

ANALYSIS

ClearRisk Inc. is a leading provider of this software and has a unique presence and usage in the Canadian Market. This includes the City of Greater Sudbury, London, Burlington, Vaughan and Windsor among many others. City Staff have investigated available options finding that the software proposed by Clear Risk Inc. can best meet the City's requirements for effective management of risk and insurance programs. Staff approved single sourcing of the risk management information software from ClearRisk Inc. on this basis for a three-year period at a cost of approximately \$71,000 plus HST; with review to follow prior to further extension of the agreement. The cost proposed was within the staff approval levels as authorized in the Purchasing By-law.

FINANCIAL IMPLICATIONS

Funding for provision of software support was approved in the Information Technology Budget for \$589,573 at the time of 2019 Budget deliberations. The costs for provision of this software can be accommodated within the amount approved; on an annual basis.

STRATEGIC PLAN / POLICY IMPACT

Provision of this software is not contemplated in the Strategic Plan but does align with the City's commitment to eliminate barriers to streamlining processes – part of the Service Delivery Focus Area.

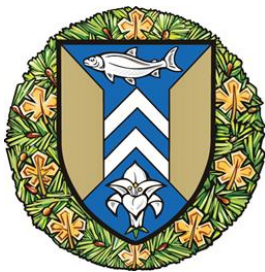
RECOMMENDATION

The relevant By-law 2019-90 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

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



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Development of a Post Secondary New Economy Strategy

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with Coates Holroyd Consulting (Dr. Ken Coates) to develop new economy strategies in the post secondary sector as required by FutureSSM – Community Development and Enterprise Services.

BACKGROUND

In 2017 the City of Sault Ste. Marie released 'A Common Cause and New Direction for Sault Ste. Marie'. The 20-year plan focuses on 4 pillars: Economic Growth and Diversity, Social Equity, Cultural Vitality, Environmental Sustainability and provided a series of recommendations for the City.

It is the intention in developing new economy strategies in the post secondary sector to help Algoma University and Sault College chart a path for academic programming and research that will complement the proposed energy/advanced manufacturing innovation hub being developed by the Sault Ste. Marie Innovation Centre, the Sault Ste. Marie Economic Development Corporation, and FutureSSM.

ANALYSIS

Dr. Ken Coates is a Canada Research Chair in Regional Innovation at the Johnson-Shoyama Graduate School of Public Policy, University of Saskatchewan. Dr. Coates has long-standing professional work in northern development, science and technology.

City Staff determined that the unique expertise and experience possessed by Dr. Coates can best meet the City's requirements for development of these economic

strategies in the post secondary sector. He has previously been engaged by the City to provide the scoping of the Project – this work is a continuation that initiative.

Staff approved single sourcing of the Project to Coates Holroyd Consulting (Dr. Ken Coates) on this basis; at a cost of approximately \$40,200 plus HST. The cost proposed was within the staff approval levels as authorized in the Purchasing By-law.

FINANCIAL IMPLICATIONS

Funding for development of a Post Secondary New Economy Strategy can be accommodated within the approved budget for 2019 for FutureSSM.

STRATEGIC PLAN / POLICY IMPACT

Development of a Post Secondary New Economy Strategy for Sault Ste. Marie is in keeping with FutureSSM's initiatives as related to 'A Common Cause and New Direction for Sault Ste. Marie'.

RECOMMENDATION

The relevant By-law 2019-92 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Development of a Community Youth Welcoming Plan

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with the Sault Community Career Centre to develop & implement a community wide plan to create a safe, welcoming and inclusive City for all newcomer youth (15-29), as well as other minorities, including indigenous and LGBTTTQ as required by FutureSSM – Community Development and Enterprise Services.

BACKGROUND

In 2017 the City of Sault Ste. Marie released 'A Common Cause and New Direction for Sault Ste. Marie'. The 20-year plan focuses on 4 pillars: Economic Growth and Diversity, Social Equity, Cultural Vitality, Environmental Sustainability and provided a series of recommendations for the City.

It is the intention in developing a Community Youth Welcoming Plan to help support FutureSSM's Social Equity Priority (SE-03) of creating a safe, welcoming and inclusive place for all by developing and implementing a community wide plan to welcome newcomers youth and create a safe and inclusive environment for all youth, including Indigenous, LGBTTTQ, and other minorities.

ANALYSIS

The Sault Career Centre is the overarching body that houses the Global Friends organization.

Global Friends (GF) is a youth-led organization that builds cross-cultural relationships between Canadian-born, Indigenous and newcomer youth. The program fosters social capital amongst newcomers in Sault Ste. Marie, but is

unique in that it does not limit the definition of “newcomer” youth to only immigrant youth. For Global Friends, a newcomer refers to a person from out of town, out of the country, or just outside your generally travelled circles. In this way, it creates space to welcome and include a wider variety of youth including refugee youth, marginalized or racialized youth, youth with a disability, Indigenous youth, LGBTQ+ youth, and intergenerational youth on social assistance.

City Staff have investigated available options for development and implementation of the Community Youth Welcoming Plan finding that the unique expertise and experience possessed by Global Friends (GF) can best meet the City’s requirements for development and implementation of this Welcoming Plan. Staff approved single sourcing of development and implementation of the plan from the Sault Community Career Centre (Global Friends) on this basis; at a cost of approximately \$44,250 plus HST. The cost proposed was within the staff approval levels as authorized in the Purchasing By-law.

FINANCIAL IMPLICATIONS

Funding for development and implementation of the Community Youth Welcoming Plan can be accommodated within the approved budget for 2019 for FutureSSM.

STRATEGIC PLAN / POLICY IMPACT

Development and Implementation of a Community Youth Welcoming Plan for Sault Ste. Marie is supported by FutureSSM's Social Equity Priority as related to ‘A Common Cause and New Direction for Sault Ste. Marie’.

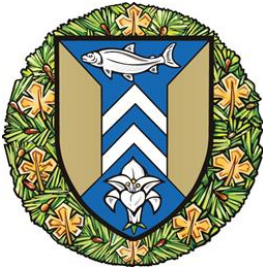
RECOMMENDATION

The relevant By-law 2019-93 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
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The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tenders for Equipment – Group #1

PURPOSE

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held March 26, 2019 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – PWT and the low tendered prices, meeting specifications, have been indicated on their respective summaries.

FINANCIAL IMPLICATIONS

The total purchase price for this equipment replacement is \$805,706.95 including non-rebatable HST.

The Council approved 2019 Capital Budget for Public Works Equipment of \$1,134,650.00 included acquisition of this equipment.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) 58000 GVW Tandem Sander Truck c/w 14' Four Seasons Type Dump Box	TMS Truck Centre Ltd	\$218,755.00
One (1) 4WD Municipal Tractor c/w Snow Blower, V-Plow & Sweeper	Work Equipment Ltd.	\$154,800.00
One (1) 60000 GVW Tandem Truck Cab & Chassis	TMS Truck Centre Ltd.	\$123,734.00
One (1) Portable Asphalt Hot Box	Jade Equipment Co. Ltd.	\$ 32,600.00
One (1) Sidewalk Sander	McDowell Brothers Inc.	\$ 17,125.00
One (1) 3-Wheel Broom Street Sweeper w/Belt Conveyor	FST Canada Inc.	\$244,757.77

for a total amount of \$791,771.77, HST extra, be approved.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION
2019 PWT Equipment Allocation: \$1,134,650

Received: March 26, 2019
File: 2019PWE-PWT-08-T

SUMMARY OF TENDERS
ONE (1) 58000 GVW TANDEM TRUCK SANDER & FOUR SEASONS TYPE DUMP BOX

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
TMS Truck Centre Ltd. Sault Ste. Marie, ON	2020 Western Star 4700SB Cab & Chassis Gin-Cor Equip. Pkg.	170-175 w/days	1 yr/Unlimited KM Basic 5 yr/160,000 km. Ext. Engine & Trans. 1 yr. Equip. Pkg.	\$218,755.00	Meets Specifications
Tru-Nor Truck Centre Ltd. Sault Ste. Marie, ON	2020 International HV607 Cab & Chassis Gin-Cor Equip. Pkg.	120 w/days	1 yr/Unlimited KM Basic 5 yr/160,000 km. Ext. Engine & Trans. 1 yr. Equip. Pkg.	\$207,865.08	Does not meet specifications

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

The total cost to the City will be \$222,605.09 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by TMS Truck Centre Ltd., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2019 PWT Equipment Allocation: \$1,134,650

Received: March 26, 2019
File: 2019PWE-PWT-09-T

SUMMARY OF TENDERS
ONE (1) 4WD MUNICIPAL TRACTOR C/W SNOWBLOWER, V-TYPE PLOW, & SWEEPER ATTACHMENTS

<u>Firm</u>	<u>Opt</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
CUBEX Ltd. Brantford, ON	1	2019 MacLean Engineering MV-4.1 (74 hp)	90-120 w/days	12 months/600 hrs. 24 mon./3000 hrs engine	\$156,710.55	Does not meet Specifications
	2	2019 MacLean Engineering MV-4.1 (115 hp)	90-120 w/days	12 months/600 hrs. 24 mon./3000 hrs engine	\$173,827.53	Does not meet Specifications
Work Equipment Ltd. Courtland, ON		2019 Trackless MT7	30-45 w/days	12 months/600 hrs. 60 mon./5000 hrs engine	\$154,800.00	Meets Specifications

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

The total cost to the City will be \$157,524.48 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Work Equipment Ltd., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2019 PWT Equipment Allocation: \$1,134,650

Received: March 26, 2019
File: 2019PWE-PWT-10-T

SUMMARY OF TENDERS
ONE (1) 60000 GVW SET BACK AXLE TANDEM TRUCK CAB & CHASSIS

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
TMS Truck Centre Ltd. Sault Ste. Marie, ON	2020 Freightliner 108SD Cab & Chassis	115 w/days	2 yr/Unlimited KM Basic 7 yr/402,500 km. Ext. Engine 5 yr/160,000 km. Ext. Trans.	\$123,734.00	Meets Specifications
Tru-Nor Truck Centre Ltd. Sault Ste. Marie, ON	2020 International HV607 SBA Cab & Chassis	90 w/days	1 yr/100,000 KM Basic 7 yr/250,000 mi. Ext. Engine 5 yr/160,000 km. Ext. Trans.	\$127,330.38	Meets Specifications

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

The total cost to the City will be \$125,911.72 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by TMS Truck Centre Ltd., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2019 PWT Equipment Allocation: \$1,134,650

Received: March 26, 2019
File: 2019PWE-PWT-11-T

SUMMARY OF TENDERS
ONE (1) PORTABLE ASPHALT HOT BOX

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Amaco Construction Equipment Inc. Mississauga, ON	2019 Falcon 2 Ton	60-75 w/days	2 Years Parts/Equipment Lifetime Trailer	\$29,499.00	Does not meet specifications
Cubex Ltd. Brantford, ON	2019 Novilco RCG2-AHM	56-75 w/days	12 Months	\$40,986.00	Does not meet specifications
Jade Equipment Company Ltd. Oro-Medonte, ON	2019 Spaulding 2TRS	90-120 w/days	12 Months	\$32,600.00	Meets Specifications
Johnstone Brothers Equipment Corp. Brampton, ON	2019 KM International KM4000T	30 w/days	12 Months	\$31,275.00	Does not meet specifications
Service Rental & Sales Ltd. Sault Ste. Marie, ON	KM International KM4000THDX	45 w/days	12 Months	\$30,065.89	Does not meet Specifications

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

The total cost to the City will be \$33,173.76 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Jade Equipment Company Ltd., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2019 PWT Equipment Allocation: \$1,134,650

Received: March 26, 2019
File: 2019PWE-PWT-12-T

SUMMARY OF TENDERS
ONE (1) SIDEWALK SANDER

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Cubex Ltd. Brantford, ON	2019 Rasco RAS1000	60-90 w/days	24 Months	\$14,467.67	Does not meet specifications
FST Canada Inc. (Joe Johnson Equipment) Innisfil, ON	2018 Epoke SKE8	20 w/days	12 Months	\$18,000.00	Meets Specifications
McDowell Brothers Industries Inc. Sudbury, ON	2019 Epoke SKE8	70 w/days	12 Months	\$17,125.00	Meets Specifications

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

The total cost to the City will be \$17,426.40 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by McDowell Brothers Industries Inc., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2019 PWT Equipment Allocation: \$1,134,650

Received: March 26, 2019
File: 2019PWE-PWT-13-T

SUMMARY OF TENDERS
ONE (1) 3-WHEEL BROOM STREET SWEEPER W-BELT CONVEYOR

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
FST Canada Inc. (Joe Johnson Equipment) Innisfil, ON	2019 Elgin Pelican	80-100 w/days	12 months Basic	\$244,757.77	Meets Specifications
Jade Equipment Ltd. Oro-Medonte, ON	2019 Global M3	90-110 w/days	12 months/1500 hrs Basic	\$259,900.00	Does not meet specifications

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

The total cost to the City will be \$249,065.50 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by FST Canada Inc. (Joe Johnson Equipment), be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Ready-Mix Concrete (2019PWE-PWT-14-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Ready-Mix Concrete required during the 2019 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 2, 2019 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Superintendent of Public Works and the Director of Public Works, and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

A maximum limit of \$182,000.00 has been established for the purchase of Ready-Mix Concrete under this tender. Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and the recommendation that the tender submitted by Lafarge for the supply of Ready-Mix Concrete for the 2019 Construction Season commencing May 1, 2019 at the tendered pricing, HST extra, be approved.

Respectfully submitted,

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

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

SUMMARY OF TENDERS
READY-MIX CONCRETE

Firm Prices for 12-Month Period (HST extra) - May 1, 2019 to April 30, 2020

<u>Description</u>	<u>2018 QUANTITY</u>	<u>Caswell Concrete Sault Ste. Marie, ON</u>		<u>Fisher Wavy Inc. Sault Ste. Marie, ON</u>		<u>Lafarge Sault Ste. Marie, ON</u>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
32Mpa Ready-Mix Concrete (CSA 23.1) (w/Air)	558.30	\$252.00	\$ 140,691.60	\$231.75	\$ 129,386.03	\$220.00	\$122,826.00
Unshrinkable Fill	3.00	\$181.00	\$ 543.00	\$173.00	\$ 519.00	\$166.00	\$498.00
Additional Heating	37.25	\$45.50	\$ 1,694.88	\$36.00	\$ 1,341.00	\$35.00	\$1,303.75
Use of Truck with Conveyor	3.00	\$195.00	\$ 585.00	\$201.00	\$ 603.00	\$275.00	\$825.00
Loads - under 3 cubic metres	12.00	\$150.00	\$ 1,800.00	\$128.75	\$ 1,545.00	\$150.00	\$1,800.00
Total:			\$ 145,314.48		\$ 133,394.03		\$ 127,252.75

Note: Underload charges
for orders under 3.5 cu. Metres

Note: The low tendered prices, meeting specifications, are boxed above.

The above quantities represent a projection of anticipated usage based on actual ordering for the 2018 season (total cost of \$129,492.40 including the non-rebatable portion of the HST)

It is my recommendation that the low tendered prices submitted by Lafarge be accepted.

Tim Gowans
Manager of Purchasing



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

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Asphalt (2019PWE-PWT-15-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Asphalt required during the 2019 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 2, 2019 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Superintendent of Public Works and the Director of Public Works, and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

A maximum limit of \$943,000.00 has been established for the purchase of Asphalt under this tender. Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 04 15 be received and the recommendation that the tender submitted by Palmer Construction for the supply of Asphalt for the 2019 Construction Season commencing May 1, 2019 at the tendered pricing, HST extra, be approved.

Respectfully submitted,

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

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

SUMMARY OF TENDERS
ASPHALT

Firm Prices for 12-Month Period (HST extra) - May 1, 2019 to April 30, 2020

Description

Ellwood Robinson
Sault Ste. Marie, ON

Palmer Construction
Sault Ste. Marie, ON

HL2 Asphalt	\$137.20	Per Tonne
HL3 Asphalt	\$124.20	Per Tonne
HL3A Asphalt	\$132.20	Per Tonne
HL4 Asphalt	\$119.20	Per Tonne
HL8 Asphalt	\$117.20	Per Tonne

\$124.36	Per Tonne
\$119.30	Per Tonne
\$121.20	Per Tonne
\$116.24	Per Tonne
\$114.20	Per Tonne

Note: The low tendered prices, meeting specifications, are boxed above.

Expenditures in 2018 were approximately \$786,652.23 including the non-rebatable portion of the HST;
a portion of which is recoverable.

It is my recommendation that the low tendered prices submitted by Palmer Construction Inc. be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Year End Financial Report – December 31, 2018

PURPOSE

The purpose of this report is to provide Council the Year End Financial Report for December 31, 2018 to seek approval of 2018 year end reserve transfers.

BACKGROUND

The year end financial report provides Council with the fiscal unaudited financial position.

Council approved the Surplus Management Policy on September 11, 2017, which allocates any year end surplus as follows:

- Tax Stabilization Reserve 40%
- Capital Reserves 30%
- Long Term Debt 30%

ANALYSIS

The 2018 year end resulted in a surplus of \$2.8 million. The Third Quarter Report presented to Council on November 5, 2018 conservatively estimated a surplus of \$1.0 to \$1.5 million. Additional revenue from interest on outstanding taxes for one industrial property was not included pending exit from CCAA.

The main variances that account for the 2018 surplus includes, in \$(000,000):

Retiree Benefits	(\$0.2)
Transit Operations	(\$0.5)
GFL Memorial Gardens	\$0.5

Insurance Premium	\$0.4
Long Term Care Home mitigation funding-one time funding extended for one more year	\$0.5
Local Board-Police Services negative variance	(\$0.7)
Supplementary Taxes	\$0.6
Public Works positive variance – \$800k gapping & seasonal layoff, \$250k WSIB positive variance	\$1.4
Fire Services - WSIB/OT	(\$0.4)
Industrial property- additional interest/tax revenue	\$1.2
TOTAL	\$2.8

Other department variances offset.

During 2019 budget deliberations on February 5, 2019 Council passed a resolution that directed staff to utilize internal debt financing for a total of \$1,045,000 of unfunded capital. Possible 2018 surplus was to be used to pay back the amount in accordance to the Surplus Policy allocations for capital and debt. The capital reserve portion and approximately \$196,000 of the long term debt portion will be utilized in 2019 as per this resolution.

FINANCIAL IMPLICATIONS

The 2018 surplus will be transferred as a 2018 year end transaction according to the Surplus Management Policy, with additional allocations as directed by Council during 2019 budget deliberations, as follows (figures rounded):

Tax Stabilization Reserve: \$1.13 million

Capital Reserves: \$850,000 to Asset Management Reserve

Long Term Debt: \$196,000 to Asset Management Reserve

\$652,000 to reduce internally financed long term debt

Year end reserve transfers for 2018 are reflected in Schedule A.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Year End Financial Report-December 31, 201

2019 04 15

Page 3.

Resolved that the report of the Chief Financial Officer & Treasurer dated April 15, 2019 concerning the Year End Financial Report of December 31, 2018 be received as information and the 2018 year end reserve transfers be approved.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

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

CITY OF SAULT STE. MARIE

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage	2017	2017
FISCAL YEAR REMAINING% :	Actual	2018		Budget-Rem	Actual To:	Actual
				0%	December	Year End
REVENUE						
Taxation	(\$113,693,255.17)	(\$113,241,817.65)	\$451,437.52	(0.40%)	(\$112,163,601.30)	(\$112,163,601.30)
Payment in Lieu of taxes	(\$4,366,620.12)	(\$4,160,860.00)	\$205,760.12	(4.95%)	(\$4,541,861.40)	(\$4,541,861.40)
Fees and user charges	(\$35,395,302.73)	(\$35,456,868.12)	(\$61,565.39)	0.17%	(\$33,316,463.76)	(\$33,316,463.76)
Government grants	(\$18,698,501.54)	(\$17,909,149.54)	\$789,352.00	(4.41%)	(\$18,806,827.14)	(\$18,806,827.14)
Interest and Investment income	(\$7,110,245.98)	(\$4,305,000.00)	\$2,805,245.98	(65.16%)	(\$4,958,709.82)	(\$4,958,709.82)
Contribution from own funds	(\$1,388,218.35)	(\$375,500.00)	\$1,012,718.35	(269.70%)	(\$2,148,420.07)	(\$2,148,420.07)
Other income	(\$2,099,249.00)	(\$1,595,350.00)	\$503,899.00	(31.59%)	(\$4,304,769.77)	(\$4,304,769.77)
Change in future employee benefits	(\$220,275.58)		\$220,275.58	0.00%	\$171,251.36	\$171,251.36
	(\$182,971,668.47)	(\$177,044,545.31)	\$5,927,123.16	(3.35%)	(\$180,069,401.90)	(\$180,069,401.90)
EXPENDITURES						
Salaries	\$49,606,029.50	\$50,708,534.18	\$1,102,504.68	2.17%	\$49,049,647.59	\$49,049,647.59
Benefits	\$13,897,326.12	\$14,109,448.64	\$212,122.52	1.50%	\$13,473,764.38	\$13,473,764.38
TOTAL SALARIES/BENEFITS	\$63,503,355.62	\$64,817,982.82	\$1,314,627.20	2.03%	\$62,523,411.97	\$62,523,411.97
Travel and training	\$321,242.81	\$442,575.00	\$121,332.19	27.42%	\$303,356.05	\$303,356.05
Vehicle allowance, maintenance and repairs	\$4,571,596.43	\$3,310,780.00	(\$1,260,816.43)	(38.08%)	\$4,277,246.70	\$4,277,246.70
Utilities and Fuel	\$10,294,740.03	\$10,094,322.00	(\$200,418.03)	(1.99%)	\$9,558,705.70	\$9,558,705.70
Materials and supplies	\$6,496,826.50	\$5,838,625.72	(\$658,200.78)	(11.27%)	\$5,373,956.05	\$5,373,956.05
Maintenance and repairs	\$2,063,783.69	\$2,269,596.00	\$205,812.31	9.07%	\$2,383,583.82	\$2,383,583.82
Program expenses	\$215,839.06	\$182,372.00	(\$33,467.06)	(18.35%)	\$245,571.14	\$245,571.14
Goods for resale	\$666,064.93	\$623,925.00	(\$42,139.93)	(6.75%)	\$576,888.23	\$576,888.23
Rents and leases	\$114,799.22	\$107,645.00	(\$7,154.22)	(6.65%)	\$173,800.89	\$173,800.89
Taxes and licenses	\$1,813,126.45	\$2,109,220.00	\$296,093.55	14.04%	\$2,399,718.21	\$2,399,718.21
Financial expenses	\$4,223,008.27	\$2,649,460.46	(\$1,573,547.81)	(59.39%)	\$5,344,466.89	\$5,344,466.89
Purchased and contracted services	\$9,659,394.10	\$9,834,306.00	\$174,911.90	1.78%	\$8,531,311.59	\$8,531,311.59
Grants to others	\$51,958,527.56	\$51,069,719.31	(\$888,808.25)	(1.74%)	\$51,912,269.69	\$51,912,269.69
Long term debt	\$3,243,871.52	\$3,252,490.00	\$8,618.48	0.26%	\$3,243,871.52	\$3,243,871.52
Transfer to own funds	\$21,381,880.09	\$20,356,448.00	(\$1,025,432.09)	(5.04%)	\$24,131,099.80	\$24,131,099.80
Capital expense	\$255,813.02	\$305,208.00	\$49,394.98	16.18%	\$276,102.92	\$276,102.92
Depreciation				0.00%	\$15,984,633.24	\$15,984,633.24
Gain/Loss on Disposal of Capital Assets				0.00%	\$127,732.36	\$127,732.36
Less: recoverable costs	(\$640,618.75)	(\$220,130.00)	\$420,488.75	(191.02%)	(\$469,832.03)	(\$469,832.03)
TOTAL OTHER EXPENSES	\$116,639,894.93	\$112,226,562.49	(\$4,413,332.44)	(3.93%)	\$134,374,482.77	\$134,374,482.77
	\$180,143,250.55	\$177,044,545.31	(\$3,098,705.24)	(1.75%)	\$196,897,894.74	\$196,897,894.74
NET (REVENUE)/EXPENDITURE	(\$2,828,417.92)	\$0.00	\$2,828,417.92		\$16,828,492.84	\$16,828,492.84
Mayor and Council	\$674,240.45	\$746,116.49	\$71,876.04			
Chief Administrative Officer	\$389,097.79	\$381,389.76	(\$7,708.03)			
Corporate Services	\$11,083,962.75	\$10,157,499.41	(\$926,463.34)			
Legal	\$1,133,170.48	\$1,552,181.84	\$419,011.36			
Fire Services	\$13,611,816.95	\$13,247,553.96	(\$364,262.99)			
Public Works and Engineering	\$40,117,569.15	\$41,521,660.42	\$1,404,091.27			
Community Development and Enterprise Services	\$12,949,996.51	\$13,239,684.46	\$289,687.95			
Levy Board	\$20,823,472.00	\$20,824,139.00	\$667.00			
Outside Agencies	\$29,302,481.71	\$28,577,524.31	(\$724,957.40)			
Outside Agencies - Other	\$1,512,114.88	\$1,482,056.00	(\$30,058.88)			
Economic Diversification	\$500,000.00	\$500,000.00	\$0.00			
Corporate	(\$144,090,204.87)	(\$141,374,875.65)	\$2,715,329.22			
Capital and Debt	\$9,163,864.28	\$9,145,070.00	(\$18,794.28)			
	(\$2,828,417.92)	\$0.00	\$2,828,417.92			

MAYOR AND COUNCIL

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: December	2017 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2018		0%		
REVENUE						
Contribution from own funds	(\$4,260.65)		\$4,260.65	0.00%	<u>(\$5,702.28)</u>	<u>(\$5,702.28)</u>
	<u>(\$4,260.65)</u>	<u>\$0.00</u>	<u>\$4,260.65</u>	<u>0.00%</u>	<u>(\$5,702.28)</u>	<u>(\$5,702.28)</u>
EXPENDITURES						
Salaries	\$486,803.59	\$493,280.00	\$6,476.41	1.31%	<u>\$444,621.80</u>	<u>\$444,621.80</u>
Benefits	\$51,766.22	\$71,371.49	\$19,605.27	27.47%	<u>\$53,250.25</u>	<u>\$53,250.25</u>
TOTAL SALARIES/BENEFITS	<u>\$538,569.81</u>	<u>\$564,651.49</u>	<u>\$26,081.68</u>	<u>4.62%</u>	<u>\$497,872.05</u>	<u>\$497,872.05</u>
Travel and training	\$19,028.38	\$53,500.00	\$34,471.62	64.43%	<u>\$18,899.57</u>	<u>\$18,899.57</u>
Vehicle allowance, maintenance and repairs	\$32,284.25	\$36,030.00	\$3,745.75	10.40%	<u>\$31,252.13</u>	<u>\$31,252.13</u>
Materials and supplies	\$62,598.28	\$63,835.00	\$1,236.72	1.94%	<u>\$40,714.39</u>	<u>\$40,714.39</u>
Purchased and contracted services	\$2,436.73	\$3,100.00	\$663.27	21.40%	<u>\$1,199.62</u>	<u>\$1,199.62</u>
Grants to others	\$6,410.29	\$25,000.00	\$18,589.71	74.36%	<u>\$30,702.28</u>	<u>\$30,702.28</u>
Transfer to own funds	\$17,173.36		(\$17,173.36)	0.00%		
Depreciation			\$0.00	0.00%	<u>\$2,910.58</u>	<u>\$2,910.58</u>
TOTAL OTHER EXPENSES	<u>\$139,931.29</u>	<u>\$181,465.00</u>	<u>\$41,533.71</u>	<u>22.89%</u>	<u>\$125,678.57</u>	<u>\$125,678.57</u>
	<u>\$678,501.10</u>	<u>\$746,116.49</u>	<u>\$67,615.39</u>	<u>9.06%</u>	<u>\$623,550.62</u>	<u>\$623,550.62</u>
NET (REVENUE)/EXPENDITURE	<u>\$674,240.45</u>	<u>\$746,116.49</u>	<u>\$71,876.04</u>	<u>9.63%</u>	<u>\$617,848.34</u>	<u>\$617,848.34</u>

CAO'S OFFICE

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To:	Actual
				0%	December	Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Government grants	(\$224,595.10)	(\$250,009.54)	(\$25,414.44)	10.17%	(\$231,260.71)	(\$231,260.71)
Other income			\$0.00	0.00%	(\$955.25)	(\$955.25)
	(\$224,595.10)	(\$250,009.54)	(\$25,414.44)	10.17%	(\$232,215.96)	(\$232,215.96)
EXPENDITURES						
Salaries	\$429,249.26	\$455,915.14	\$26,665.88	5.85%	\$438,826.90	\$438,826.90
Benefits	\$113,182.18	\$118,684.16	\$5,501.98	4.64%	\$110,143.10	\$110,143.10
TOTAL SALARIES/BENEFITS	\$542,431.44	\$574,599.30	\$32,167.86	5.60%	\$548,970.00	\$548,970.00
Travel and training	\$6,980.51	\$10,715.00	\$3,734.49	34.85%	\$3,161.57	\$3,161.57
Vehicle allowance, maintenance and repairs	\$4,285.02	\$4,480.00	\$194.98	4.35%	\$4,220.97	\$4,220.97
Materials and supplies	\$56,797.26	\$40,915.00	(\$15,882.26)	(38.82%)	\$13,355.95	\$13,355.95
Maintenance and repairs		\$150.00	\$150.00	100.00%		
Purchased and contracted services	\$3,198.66	\$390.00	(\$2,808.66)	(720.17%)	\$17,998.42	\$17,998.42
Capital expense		\$150.00	\$150.00	100.00%		
Depreciation			\$0.00	0.00%	\$1,816.15	\$1,816.15
TOTAL OTHER EXPENSES	\$71,261.45	\$56,800.00	(\$14,461.45)	(25.46%)	\$40,553.06	\$40,553.06
	\$613,692.89	\$631,399.30	\$17,706.41	2.80%	\$589,523.06	\$589,523.06
NET (REVENUE)/EXPENDITURE	\$389,097.79	\$381,389.76	(\$7,708.03)	(2.02%)	\$357,307.10	\$357,307.10

CORPORATE SERVICES

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: December	2017 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2018		0%		
REVENUE						
Fees and user charges	(\$143,768.03)	(\$159,840.00)	(\$16,071.97)	10.06%	(\$126,699.48)	(\$126,699.48)
Government grants	(\$489,554.69)	(\$1,540.00)	\$488,014.69	(31,689.27%)	(\$485,146.79)	(\$485,146.79)
Contribution from own funds	(\$180,515.26)	(\$180,000.00)	\$515.26	(0.29%)	(\$298,026.59)	(\$298,026.59)
Other income	(\$178,533.04)	(\$123,850.00)	\$54,683.04	(44.15%)	(\$110,099.56)	(\$110,099.56)
	(\$992,371.02)	(\$465,230.00)	\$527,141.02	(113.31%)	(\$1,019,972.42)	(\$1,019,972.42)
EXPENDITURES						
Salaries	\$4,352,753.39	\$4,336,280.18	(\$16,473.21)	(0.38%)	\$4,084,932.03	\$4,084,932.03
Benefits	\$1,784,634.98	\$1,621,123.23	(\$163,511.75)	(10.09%)	\$1,709,319.28	\$1,709,319.28
TOTAL SALARIES/BENEFITS	\$6,137,388.37	\$5,957,403.41	(\$179,984.96)	(3.02%)	\$5,794,251.31	\$5,794,251.31
Travel and training	\$82,949.66	\$85,945.00	\$2,995.34	3.49%	\$104,899.34	\$104,899.34
Vehicle allowance, maintenance and repairs	\$1,106.96	\$2,500.00	\$1,393.04	55.72%	\$551.57	\$551.57
Materials and supplies	\$86,481.74	\$169,275.00	\$82,793.26	48.91%	\$45,653.30	\$45,653.30
Maintenance and repairs	\$516,005.20	\$641,413.00	\$125,407.80	19.55%	\$545,536.85	\$545,536.85
Goods for resale	\$19,200.00	\$19,200.00	\$0.00	0.00%	\$19,200.00	\$19,200.00
Rents and leases	\$37,305.16	\$15,625.00	(\$21,680.16)	(138.75%)	\$6,690.06	\$6,690.06
Financial expenses	\$3,862,101.43	\$2,580,191.00	(\$1,281,910.43)	(49.68%)	\$5,367,292.71	\$5,367,292.71
Purchased and contracted services	\$1,138,107.58	\$1,024,830.00	(\$113,277.58)	(11.05%)	\$846,315.12	\$846,315.12
Grants to others	\$959.90	\$2,000.00	\$1,040.10	52.01%	\$2,000.00	\$2,000.00
Transfer to own funds	\$96,631.58		(\$96,631.58)	0.00%	\$193,271.33	\$193,271.33
Capital expense	\$98,096.19	\$124,347.00	\$26,250.81	21.11%	\$93,651.44	\$93,651.44
Depreciation			\$0.00	0.00%	\$432,565.16	\$432,565.16
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$1,413.03	\$1,413.03
TOTAL OTHER EXPENSES	\$5,938,945.40	\$4,665,326.00	(\$1,273,619.40)	(27.30%)	\$7,659,039.91	\$7,659,039.91
	\$12,076,333.77	\$10,622,729.41	(\$1,453,604.36)	(13.68%)	\$13,453,291.22	\$13,453,291.22
NET (REVENUE)/EXPENDITURE	\$11,083,962.75	\$10,157,499.41	(\$926,463.34)	(9.12%)	\$12,433,318.80	\$12,433,318.80
HR	2,044,413.85	1,835,508.76	(208,905.09)	(11.38%)		
Clerks	1,079,482.14	1,078,346.79	(1,135.35)	(0.11%)		
Finance	7,960,066.76	7,243,643.86	(716,422.90)	(9.89%)		
	11,083,962.75	10,157,499.41	(926,463.34)			

LEGAL DEPARTMENT

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	2018		0%	December	Year End
REVENUE						
Fees and user charges	(\$2,282,300.65)	(\$2,149,651.00)	\$132,649.65	(6.17%)	(\$2,314,894.89)	(\$2,314,894.89)
Government grants	(\$48,810.24)		\$48,810.24	0.00%	(\$28,595.90)	(\$28,595.90)
Interest and Investment income	(\$12,452.18)		\$12,452.18	0.00%	(\$7,580.41)	(\$7,580.41)
	(\$2,343,563.07)	(\$2,149,651.00)	\$193,912.07	(9.02%)	(\$2,351,071.20)	(\$2,351,071.20)
EXPENDITURES						
Salaries	\$988,496.26	\$1,043,156.71	\$54,660.45	5.24%	\$1,038,580.74	\$1,038,580.74
Benefits	\$252,760.18	\$276,896.13	\$24,135.95	8.72%	\$264,898.16	\$264,898.16
TOTAL SALARIES/BENEFITS	\$1,241,256.44	\$1,320,052.84	\$78,796.40	5.97%	\$1,303,478.90	\$1,303,478.90
Travel and training	\$21,079.08	\$18,735.00	(\$2,344.08)	(12.51%)	\$15,763.09	\$15,763.09
Materials and supplies	\$80,897.13	\$78,815.00	(\$2,082.13)	(2.64%)	\$64,228.37	\$64,228.37
Maintenance and repairs	\$1,427.00	\$4,000.00	\$2,573.00	64.33%		
Rents and leases	\$67,408.42	\$78,075.00	\$10,666.58	13.66%	\$69,563.66	\$69,563.66
Taxes and licenses	\$1,515,742.71	\$1,797,955.00	\$282,212.29	15.70%	\$2,116,121.26	\$2,116,121.26
Purchased and contracted services	\$374,808.82	\$292,000.00	(\$82,808.82)	(28.36%)	\$249,876.64	\$249,876.64
Transfer to own funds	\$171,585.63	\$102,200.00	(\$69,385.63)	(67.89%)	\$136,646.70	\$136,646.70
Capital expense	\$2,528.32	\$10,000.00	\$7,471.68	74.72%	\$149.27	\$149.27
Depreciation			\$0.00	0.00%	\$3,499.26	\$3,499.26
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$38,718.27)	(\$38,718.27)
TOTAL OTHER EXPENSES	\$2,235,477.11	\$2,381,780.00	\$146,302.89	6.14%	\$2,617,129.98	\$2,617,129.98
	\$3,476,733.55	\$3,701,832.84	\$225,099.29	6.08%	\$3,920,608.88	\$3,920,608.88
NET (REVENUE)/EXPENDITURE	\$1,133,170.48	\$1,552,181.84	\$419,011.36	26.99%	\$1,569,537.68	\$1,569,537.68

FIRE SERVICES

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: December	2017 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2018		0%		
REVENUE						
Fees and user charges	(\$7,356,190.65)	(\$7,767,189.10)	(\$410,998.45)	5.29%	(\$6,897,395.90)	(\$6,897,395.90)
Government grants	(\$1,680.00)		\$1,680.00	0.00%	(\$2.01)	(\$2.01)
Other income	(\$3,688.77)	(\$6,000.00)	(\$2,311.23)	38.52%	(\$3,555.80)	(\$3,555.80)
	(\$7,361,559.42)	(\$7,773,189.10)	(\$411,629.68)	5.30%	(\$6,900,953.71)	(\$6,900,953.71)
EXPENDITURES						
Salaries	\$14,812,236.81	\$15,139,126.87	\$326,890.06	2.16%	\$14,725,565.72	\$14,725,565.72
Benefits	\$4,296,440.07	\$4,061,562.19	(\$234,877.88)	(5.78%)	\$3,872,148.38	\$3,872,148.38
TOTAL SALARIES/BENEFITS	\$19,108,676.88	\$19,200,689.06	\$92,012.18	0.48%	\$18,597,714.10	\$18,597,714.10
Travel and training	\$60,831.78	\$120,820.00	\$59,988.22	49.65%	\$66,496.47	\$66,496.47
Vehicle allowance, maintenance and repairs	\$296,737.83	\$207,580.00	(\$89,157.83)	(42.95%)	\$278,387.10	\$278,387.10
Utilities and Fuel	\$323,323.50	\$323,260.00	(\$63.50)	(0.02%)	\$326,642.45	\$326,642.45
Materials and supplies	\$353,993.52	\$412,812.00	\$58,818.48	14.25%	\$270,744.73	\$270,744.73
Maintenance and repairs	\$223,790.58	\$196,965.00	(\$26,825.58)	(13.62%)	\$214,048.57	\$214,048.57
Rents and leases		\$3,695.00	\$3,695.00	100.00%	\$2,429.04	\$2,429.04
Taxes and licenses	\$56,775.00	\$57,800.00	\$1,025.00	1.77%	\$44,130.00	\$44,130.00
Financial expenses	\$2,556.79	\$2,500.00	(\$56.79)	(2.27%)	\$3,468.45	\$3,468.45
Purchased and contracted services	\$213,646.27	\$122,446.00	(\$91,200.27)	(74.48%)	\$169,561.62	\$169,561.62
Transfer to own funds	\$317,434.80	\$303,000.00	(\$14,434.80)	(4.76%)	\$352,688.53	\$352,688.53
Capital expense	\$15,609.42	\$69,176.00	\$53,566.58	77.44%	\$43,396.54	\$43,396.54
Depreciation			\$0.00	0.00%	\$425,442.64	\$425,442.64
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$16,594.54	\$16,594.54
Less: recoverable costs			\$0.00	0.00%	(\$200.00)	(\$200.00)
TOTAL OTHER EXPENSES	\$1,864,699.49	\$1,820,054.00	(\$44,645.49)	(2.45%)	\$2,213,830.68	\$2,213,830.68
	\$20,973,376.37	\$21,020,743.06	\$47,366.69	0.23%	\$20,811,544.78	\$20,811,544.78
NET (REVENUE)/EXPENDITURE	\$13,611,816.95	\$13,247,553.96	(\$364,262.99)	(2.75%)	\$13,910,591.07	\$13,910,591.07

PUBLIC WORKS AND ENGINEERING

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				0%	December	Year End
REVENUE						
Fees and user charges	(\$2,390,059.82)	(\$2,257,848.00)	\$132,211.82	(5.86%)	(\$2,442,142.84)	(\$2,442,142.84)
Government grants	(\$734,320.95)	(\$757,000.00)	(\$22,679.05)	3.00%	(\$748,199.58)	(\$748,199.58)
Contribution from own funds	(\$4,881.40)	(\$40,500.00)	(\$35,618.60)	87.95%	(\$5,827.50)	(\$5,827.50)
Other income	(\$170,694.51)	(\$18,500.00)	\$152,194.51	(822.67%)	(\$157,311.37)	(\$157,311.37)
	<u>(\$3,299,956.68)</u>	<u>(\$3,073,848.00)</u>	<u>\$226,108.68</u>	<u>(7.36%)</u>	<u>(\$3,353,481.29)</u>	<u>(\$3,353,481.29)</u>
EXPENDITURES						
Salaries	\$16,095,652.05	\$16,728,227.61	\$632,575.56	3.78%	\$15,718,315.77	\$15,718,315.77
Benefits	\$4,375,507.52	\$4,929,679.81	\$554,172.29	11.24%	\$4,348,653.87	\$4,348,653.87
TOTAL SALARIES/BENEFITS	<u>\$20,471,159.57</u>	<u>\$21,657,907.42</u>	<u>\$1,186,747.85</u>	<u>5.48%</u>	<u>\$20,066,969.64</u>	<u>\$20,066,969.64</u>
Travel and training	\$81,225.28	\$90,040.00	\$8,814.72	9.79%	\$55,473.68	\$55,473.68
Vehicle allowance, maintenance and repairs	\$3,135,701.55	\$2,406,730.00	(\$728,971.55)	(30.29%)	\$2,941,920.73	\$2,941,920.73
Utilities and Fuel	\$6,815,718.10	\$6,793,307.00	(\$22,411.10)	(0.33%)	\$6,338,007.47	\$6,338,007.47
Materials and supplies	\$3,835,351.39	\$3,677,780.00	(\$157,571.39)	(4.28%)	\$3,309,935.44	\$3,309,935.44
Maintenance and repairs	\$240,832.54	\$264,500.00	\$23,667.46	8.95%	\$256,611.16	\$256,611.16
Taxes and licenses	\$56,461.56	\$82,715.00	\$26,253.44	31.74%	\$57,928.66	\$57,928.66
Financial expenses	\$11,096.72	\$2,000.00	(\$9,096.72)	(454.84%)	\$4,418.65	\$4,418.65
Purchased and contracted services	\$6,774,553.01	\$6,923,914.00	\$149,360.99	2.16%	\$6,616,210.21	\$6,616,210.21
Transfer to own funds	\$2,602,329.23	\$2,866,745.00	\$264,415.77	9.22%	\$2,184,511.67	\$2,184,511.67
Capital expense	\$33,715.63	\$50,000.00	\$16,284.37	32.57%	\$25,193.66	\$25,193.66
Depreciation			\$0.00	0.00%	\$13,386,892.78	\$13,386,892.78
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$138,356.69	\$138,356.69
Less: recoverable costs	(\$640,618.75)	(\$220,130.00)	\$420,488.75	(191.02%)	(\$469,632.03)	(\$469,632.03)
TOTAL OTHER EXPENSES	<u>\$22,946,366.26</u>	<u>\$22,937,601.00</u>	<u>(\$8,765.26)</u>	<u>(0.04%)</u>	<u>\$34,845,828.77</u>	<u>\$34,845,828.77</u>
	<u>\$43,417,525.83</u>	<u>\$44,595,508.42</u>	<u>\$1,177,982.59</u>	<u>2.64%</u>	<u>\$54,912,798.41</u>	<u>\$54,912,798.41</u>
NET (REVENUE)/EXPENDITURE	<u>\$40,117,569.15</u>	<u>\$41,521,660.42</u>	<u>\$1,404,091.27</u>	<u>3.38%</u>	<u>\$51,559,317.12</u>	<u>\$51,559,317.12</u>
Public Works	27,219,929.57	28,296,223.17	1,076,293.60	3.80%		
Engineering	12,897,639.58	13,225,437.25	327,797.67	2.48%		
	<u>40,117,569.15</u>	<u>41,521,660.42</u>	<u>1,404,091.27</u>			

PUBLIC WORKS

2018 - YEAR ENDED
DEC 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	2018		0%	December	Year End
REVENUE						
Fees and user charges	(\$2,378,267.09)	(\$2,248,048.00)	\$130,219.09	(5.79%)	(\$2,432,441.44)	(\$2,432,441.44)
Government grants	(\$702,664.11)	(\$717,000.00)	(\$14,335.89)	2.00%	(\$719,473.08)	(\$719,473.08)
Contribution from own funds	(\$4,881.40)	(\$40,500.00)	(\$35,618.60)	87.95%	(\$5,827.50)	(\$5,827.50)
Other income	(\$170,548.29)	(\$18,500.00)	\$152,048.29	(821.88%)	(\$157,311.37)	(\$157,311.37)
	<u>(\$3,256,360.89)</u>	<u>(\$3,024,048.00)</u>	<u>\$232,312.89</u>	<u>(7.68%)</u>	<u>(\$3,315,053.39)</u>	<u>(\$3,315,053.39)</u>
EXPENDITURES						
Salaries	\$14,153,420.90	\$14,650,804.87	\$497,383.97	3.39%	\$13,901,933.72	\$13,901,933.72
Benefits	\$3,896,661.77	\$4,401,975.30	\$505,313.53	11.48%	\$3,852,824.98	\$3,852,824.98
TOTAL SALARIES/BENEFITS	<u>\$18,050,082.67</u>	<u>\$19,052,780.17</u>	<u>\$1,002,697.50</u>	<u>5.26%</u>	<u>\$17,754,758.70</u>	<u>\$17,754,758.70</u>
Travel and training	\$77,098.14	\$78,040.00	\$941.86	1.21%	\$51,538.26	\$51,538.26
Vehicle allowance, maintenance and repairs	\$3,121,980.21	\$2,391,530.00	(\$730,450.21)	(30.54%)	\$2,932,395.28	\$2,932,395.28
Utilities and Fuel	\$1,639,771.28	\$1,614,627.00	(\$25,144.28)	(1.56%)	\$1,454,674.41	\$1,454,674.41
Materials and supplies	\$3,704,114.49	\$3,504,270.00	(\$199,844.49)	(5.70%)	\$3,181,336.03	\$3,181,336.03
Taxes and licenses	\$56,461.56	\$82,715.00	\$26,253.44	31.74%	\$57,928.66	\$57,928.66
Financial expenses	\$11,096.72	\$2,000.00	(\$9,096.72)	(454.84%)	\$4,418.65	\$4,418.65
Purchased and contracted services	\$3,202,611.64	\$3,284,694.00	\$82,082.36	2.50%	\$3,017,680.73	\$3,017,680.73
Transfer to own funds	\$1,248,855.63	\$1,526,745.00	\$277,889.37	18.20%	\$1,423,348.11	\$1,423,348.11
Capital expense	\$4,836.87	\$3,000.00	(\$1,836.87)	(61.23%)	\$2,676.29	\$2,676.29
Depreciation			\$0.00	0.00%	\$2,490,092.51	\$2,490,092.51
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$138,180.53	\$138,180.53
Less: recoverable costs	(\$640,618.75)	(\$220,130.00)	\$420,488.75	(191.02%)	(\$469,632.03)	(\$469,632.03)
TOTAL OTHER EXPENSES	<u>\$12,426,207.79</u>	<u>\$12,267,491.00</u>	<u>(\$158,716.79)</u>	<u>(1.29%)</u>	<u>\$14,284,637.43</u>	<u>\$14,284,637.43</u>
	<u>\$30,476,290.46</u>	<u>\$31,320,271.17</u>	<u>\$843,980.71</u>	<u>2.69%</u>	<u>\$32,039,396.13</u>	<u>\$32,039,396.13</u>
NET (REVENUE)/EXPENDITURE	\$27,219,929.57	\$28,296,223.17	\$1,076,293.60	3.80%	\$28,724,342.74	\$28,724,342.74
Operations						
Winter Control: Roadways and Sidewalks	7,682,822.40	7,268,007.64	(414,814.76)	(5.71%)		
Sanitary Sewers	1,925,754.46	1,915,075.49	(10,678.97)	(0.56%)		
Storm Sewers	369,018.05	521,893.14	152,875.09	29.29%		
Roadways and Sidewalks	2,878,352.59	3,595,612.29	717,259.70	19.95%		
Supervision and Overhead	3,124,318.61	3,067,822.61	(56,496.00)	(1.84%)		
Traffic & Communications	1,452,764.15	1,685,623.57	232,859.42	13.81%		
Carpentry	647,373.74	616,488.99	(30,884.75)	(5.01%)		
Administration	1,609,867.88	1,742,314.25	132,446.37	7.60%		
Buildings & Equipment	2,098,267.96	2,024,209.36	(74,058.60)	(3.66%)		
Waste Management	2,311,240.64	2,651,480.00	340,239.36	12.83%		
Parks	3,120,149.09	3,207,695.83	87,546.74	2.73%		
	<u>27,219,929.57</u>	<u>28,296,223.17</u>	<u>1,076,293.60</u>			

ENGINEERING

2018 - YEAR ENDED
DEC 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: December	2017 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2018		0%		
REVENUE						
Fees and user charges	(\$11,792.73)	(\$9,800.00)	\$1,992.73	(20.33%)	(\$9,701.40)	(\$9,701.40)
Government grants	(\$31,656.84)	(\$40,000.00)	(\$8,343.16)	20.86%	(\$28,726.50)	(\$28,726.50)
Other income	(\$146.22)		\$146.22	0.00%		
	(\$43,595.79)	(\$49,800.00)	(\$6,204.21)	12.46%	(\$38,427.90)	(\$38,427.90)
EXPENDITURES						
Salaries	\$1,942,231.15	\$2,077,422.74	\$135,191.59	6.51%	\$1,816,382.05	\$1,816,382.05
Benefits	\$478,845.75	\$527,704.51	\$48,858.76	9.26%	\$495,828.89	\$495,828.89
TOTAL SALARIES/BENEFITS	\$2,421,076.90	\$2,605,127.25	\$184,050.35	7.06%	\$2,312,210.94	\$2,312,210.94
Travel and training	\$4,127.14	\$12,000.00	\$7,872.86	65.61%	\$3,935.42	\$3,935.42
Vehicle allowance, maintenance and repairs	\$13,721.34	\$15,200.00	\$1,478.66	9.73%	\$9,525.45	\$9,525.45
Utilities and Fuel	\$5,175,946.82	\$5,178,680.00	\$2,733.18	0.05%	\$4,883,333.06	\$4,883,333.06
Materials and supplies	\$131,236.90	\$173,510.00	\$42,273.10	24.36%	\$128,599.41	\$128,599.41
Maintenance and repairs	\$240,832.54	\$264,500.00	\$23,667.46	8.95%	\$256,611.16	\$256,611.16
Purchased and contracted services	\$3,571,941.37	\$3,639,220.00	\$67,278.63	1.85%	\$3,598,529.48	\$3,598,529.48
Transfer to own funds	\$1,353,473.60	\$1,340,000.00	(\$13,473.60)	(1.01%)	\$761,163.56	\$761,163.56
Capital expense	\$28,878.76	\$47,000.00	\$18,121.24	38.56%	\$22,517.37	\$22,517.37
Depreciation			\$0.00	0.00%	\$10,896,800.27	\$10,896,800.27
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$176.16	\$176.16
TOTAL OTHER EXPENSES	\$10,520,158.47	\$10,670,110.00	\$149,951.53	1.41%	\$20,561,191.34	\$20,561,191.34
	\$12,941,235.37	\$13,275,237.25	\$334,001.88	2.52%	\$22,873,402.28	\$22,873,402.28
NET (REVENUE)/EXPENDITURE	\$12,897,639.58	\$13,225,437.25	\$327,797.67	2.48%	\$22,834,974.38	\$22,834,974.38

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage	2017	2017
	Actual	2018		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				0%	December	Year End
REVENUE						
Fees and user charges	(\$9,754,474.55)	(\$9,045,360.02)	\$709,114.53	(7.84%)	(\$9,154,449.87)	(\$9,154,449.87)
Government grants	(\$1,601,705.51)	(\$1,445,400.00)	\$156,305.51	(10.81%)	(\$1,817,322.35)	(\$1,817,322.35)
Contribution from own funds	(\$260,812.92)	(\$75,000.00)	\$185,812.92	(247.75%)	(\$748,123.94)	(\$748,123.94)
Other income	(\$203,124.92)	(\$47,000.00)	\$156,124.92	(332.18%)	(\$185,854.67)	(\$185,854.67)
	(\$11,820,117.90)	(\$10,612,760.02)	\$1,207,357.88	(11.38%)	(\$11,905,750.83)	(\$11,905,750.83)
EXPENDITURES						
Salaries	\$12,410,391.87	\$12,512,547.67	\$102,155.80	0.82%	\$12,598,646.89	\$12,598,646.89
Benefits	\$3,001,034.97	\$3,010,131.63	\$9,096.66	0.30%	\$3,098,152.98	\$3,098,152.98
TOTAL SALARIES/BENEFITS	\$15,411,426.84	\$15,522,679.30	\$111,252.46	0.72%	\$15,696,799.87	\$15,696,799.87
Travel and training	\$49,148.12	\$62,820.00	\$13,671.88	21.76%	\$38,662.33	\$38,662.33
Vehicle allowance, maintenance and repairs	\$1,101,480.82	\$653,460.00	(\$448,020.82)	(68.56%)	\$1,020,914.20	\$1,020,914.20
Utilities and Fuel	\$3,155,698.43	\$2,977,755.00	(\$177,943.43)	(5.98%)	\$2,894,055.78	\$2,894,055.78
Materials and supplies	\$808,014.87	\$893,263.72	\$85,248.85	9.54%	\$826,392.04	\$826,392.04
Maintenance and repairs	\$1,081,728.37	\$1,162,568.00	\$80,839.63	6.95%	\$1,367,387.24	\$1,367,387.24
Program expenses	\$215,839.06	\$182,372.00	(\$33,467.06)	(18.35%)	\$245,571.14	\$245,571.14
Goods for resale	\$646,864.93	\$604,725.00	(\$42,139.93)	(6.97%)	\$557,688.23	\$557,688.23
Rents and leases	\$10,085.64	\$10,250.00	\$164.36	1.60%	\$95,118.13	\$95,118.13
Taxes and licenses	\$184,147.18	\$170,750.00	(\$13,397.18)	(7.85%)	\$181,538.29	\$181,538.29
Financial expenses	\$182,343.17	\$64,769.46	(\$117,573.71)	(181.53%)	\$77,633.56	\$77,633.56
Purchased and contracted services	\$634,035.64	\$982,166.00	\$348,130.36	35.45%	\$591,817.29	\$591,817.29
Grants to others	\$155,873.89	\$239,000.00	\$83,126.11	34.78%	\$315,860.80	\$315,860.80
Transfer to own funds	\$1,027,563.99	\$274,331.00	(\$753,232.99)	(274.57%)	\$416,558.59	\$416,558.59
Capital expense	\$105,863.46	\$51,535.00	(\$54,328.46)	(105.42%)	\$113,712.01	\$113,712.01
Depreciation			\$0.00	0.00%	\$1,731,506.67	\$1,731,506.67
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$10,086.37	\$10,086.37
TOTAL OTHER EXPENSES	\$9,358,687.57	\$8,329,765.18	(\$1,028,922.39)	(12.35%)	\$10,484,502.67	\$10,484,502.67
	\$24,770,114.41	\$23,852,444.48	(\$917,669.93)	(3.85%)	\$26,181,302.54	\$26,181,302.54
NET (REVENUE)/EXPENDITURE	\$12,949,996.51	\$13,239,684.46	\$289,687.95	2.19%	\$14,275,551.71	\$14,275,551.71
Building Permit/Inspection	47,036.25	68,149.35	21,113.10	30.98%		
Planning	911,416.68	893,253.87	(18,162.81)	(2.03%)		
Recreation & Culture	1,481,756.60	1,544,405.81	62,649.21	4.06%		
Community Centres						
John Rhodes Community Centre	1,303,743.03	1,462,804.64	159,061.61	10.87%		
McMeeken Centre	115,256.36	140,646.00	25,389.64	18.05%		
Northern Community Centre	(49,766.91)	(48,139.43)	1,627.48	(3.38%)		
Outdoor Pools/ Misc Concessions	98,757.35	116,771.31	18,013.96	15.43%		
Administration	869,466.99	951,557.96	82,090.97	8.63%		
GFL Memorial Gardens	148,143.78	612,358.41	464,214.63	75.81%		
Locks	22,821.74	44,050.31	21,228.57	48.19%		
Cemetery	114,144.94	114,144.94	0.00	.00%		
Transit	6,365,049.50	5,887,359.66	(477,689.84)	(8.11%)		
School Guards	282,899.75	299,290.00	16,390.25	5.48%		
FutureSSM	444,656.00	444,656.00	0.00	.00%		
Parking	101,717.23	72,002.24	(29,714.99)	(41.27%)		
Administration	692,897.22	636,373.39	(56,523.83)	(8.88%)		
	12,949,996.51	13,239,684.46	289,687.95			

LEVY BOARDS

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: December	2017 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2018		0%		
REVENUE						
EXPENDITURES						
Grants to others	\$20,823,472.00	\$20,824,139.00	\$667.00	0.00%	\$20,461,965.00	\$20,461,965.00
TOTAL OTHER EXPENSES	\$20,823,472.00	\$20,824,139.00	\$667.00	0.00%	\$20,461,965.00	\$20,461,965.00
	\$20,823,472.00	\$20,824,139.00	\$667.00	0.00%	\$20,461,965.00	\$20,461,965.00
NET (REVENUE)/EXPENDITURE	\$20,823,472.00	\$20,824,139.00	\$667.00	0.00%	\$20,461,965.00	\$20,461,965.00

OUTSIDE AGENCIES - MAIN

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: December	2017 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2018		0%		
REVENUE						
Fees and user charges			\$0.00	0.00%		
Government grants	(\$142,635.05)		\$142,635.05	0.00%	(\$161,299.80)	(\$161,299.80)
	(\$142,635.05)	\$0.00	\$142,635.05	0.00%	(\$161,299.80)	(\$161,299.80)
EXPENDITURES						
Grants to others	\$3,524,293.71	\$3,400,885.00	(\$123,408.71)	(3.63%)	\$3,479,751.80	\$3,479,751.80
Transfer to own funds	\$80,000.00	\$80,000.00	\$0.00	0.00%	\$303,802.40	\$303,802.40
TOTAL OTHER EXPENSES	\$3,604,293.71	\$3,480,885.00	(\$123,408.71)	(3.55%)	\$3,783,554.20	\$3,783,554.20
	\$3,604,293.71	\$3,480,885.00	(\$123,408.71)	(3.55%)	\$3,783,554.20	\$3,783,554.20
NET (REVENUE)/EXPENDITURE	\$3,461,658.66	\$3,480,885.00	\$19,226.34	0.55%	\$3,622,254.40	\$3,622,254.40

OUTSIDE AGENCIES - OTHER

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	2018		0%	December	Year End
REVENUE						
Fees and user charges	(\$121,128.20)	(\$120,000.00)	\$1,128.20	(0.94%)	(\$132,664.94)	(\$132,664.94)
Contribution from own funds	(\$204,527.14)	(\$80,000.00)	\$124,527.14	(155.66%)	(\$88,443.30)	(\$88,443.30)
	(\$325,655.34)	(\$200,000.00)	\$125,655.34	(62.83%)	(\$221,108.24)	(\$221,108.24)
EXPENDITURES						
Materials and supplies	\$201,880.34	\$200,000.00	(\$1,880.34)	(0.94%)	\$221,108.25	\$221,108.25
Grants to others	\$1,605,831.00	\$1,482,056.00	(\$123,775.00)	(8.35%)	\$1,926,712.04	\$1,926,712.04
TOTAL OTHER EXPENSES	\$1,807,711.34	\$1,682,056.00	(\$125,655.34)	(7.47%)	\$2,147,820.29	\$2,147,820.29
	\$1,807,711.34	\$1,682,056.00	(\$125,655.34)	(7.47%)	\$2,147,820.29	\$2,147,820.29
NET (REVENUE)/EXPENDITURE	\$1,482,056.00	\$1,482,056.00	\$0.00	0.00%	\$1,926,712.05	\$1,926,712.05

EDF

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To: December	2017 Actual Year End
FISCAL YEAR REMAINING% :	Actual	2018		0%		
REVENUE						
Contribution from own funds	(\$730,220.98)		\$730,220.98	0.00%	(\$318,624.20)	(\$318,624.20)
	(\$730,220.98)	\$0.00	\$730,220.98	0.00%	(\$318,624.20)	(\$318,624.20)
EXPENDITURES						
Materials and supplies	\$730,220.98		(\$730,220.98)	0.00%	\$318,624.20	\$318,624.20
Transfer to own funds	\$500,000.00	\$500,000.00	\$0.00	0.00%	\$500,000.00	\$500,000.00
TOTAL OTHER EXPENSES	\$1,230,220.98	\$500,000.00	(\$730,220.98)	(146.04%)	\$818,624.20	\$818,624.20
	\$1,230,220.98	\$500,000.00	(\$730,220.98)	(146.04%)	\$818,624.20	\$818,624.20
NET (REVENUE)/EXPENDITURE	\$500,000.00	\$500,000.00	\$0.00	0.00%	\$500,000.00	\$500,000.00

CORPORATE FINANCIALS

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage	2017	2017
<i>FISCAL YEAR REMAINING% :</i>	Actual	2018		Budget-Rem	Actual To:	Actual
				0%	December	Year End
REVENUE						
Taxation	(\$113,693,255.17)	(\$113,241,817.65)	\$451,437.52	(0.40%)	(\$112,163,601.30)	(\$112,163,601.30)
Payment in Lieu of taxes	(\$4,366,620.12)	(\$4,160,860.00)	\$205,760.12	(4.95%)	(\$4,541,861.40)	(\$4,541,861.40)
Fees and user charges	(\$13,026,639.59)	(\$13,606,980.00)	(\$580,340.41)	4.27%	(\$11,896,833.41)	(\$11,896,833.41)
Government grants	(\$15,455,200.00)	(\$15,455,200.00)	\$0.00	0.00%	(\$15,335,000.00)	(\$15,335,000.00)
Interest and Investment income	(\$7,097,793.80)	(\$4,305,000.00)	\$2,792,793.80	(64.87%)	(\$4,951,129.41)	(\$4,951,129.41)
Contribution from own funds	(\$3,000.00)		\$3,000.00	0.00%	(\$683,672.26)	(\$683,672.26)
Other income	(\$1,543,207.76)	(\$1,400,000.00)	\$143,207.76	(10.23%)	(\$3,846,993.12)	(\$3,846,993.12)
Change in future employee benefits	(\$220,275.58)		\$220,275.58	0.00%	\$171,251.36	\$171,251.36
	(\$155,405,992.02)	(\$152,169,857.65)	\$3,236,134.37	(2.13%)	(\$153,247,839.54)	(\$153,247,839.54)
EXPENDITURES						
Salaries	\$316.17		(\$316.17)	0.00%	\$157.74	\$157.74
Benefits	\$22,000.00	\$20,000.00	(\$2,000.00)	(10.00%)	\$14,000.00	\$14,000.00
TOTAL SALARIES/BENEFITS	\$22,316.17	\$20,000.00	(\$2,316.17)	(11.58%)	\$14,157.74	\$14,157.74
Materials and supplies	\$280,662.21	\$301,930.00	\$21,267.79	7.04%	\$263,199.38	\$263,199.38
Financial expenses	\$164,910.16		(\$164,910.16)	0.00%	(\$108,346.48)	(\$108,346.48)
Purchased and contracted services	\$518,607.39	\$485,460.00	(\$33,147.39)	(6.83%)	\$38,332.67	\$38,332.67
Grants to others	\$863.72		(\$863.72)	0.00%	\$479,323.76	\$479,323.76
Transfer to own funds	\$10,328,427.50	\$9,987,592.00	(\$340,835.50)	(3.41%)	\$13,779,537.32	\$13,779,537.32
TOTAL OTHER EXPENSES	\$11,293,470.98	\$10,774,982.00	(\$518,488.98)	(4.81%)	\$14,452,046.65	\$14,452,046.65
	\$11,315,787.15	\$10,794,982.00	(\$520,805.15)	(4.82%)	\$14,466,204.39	\$14,466,204.39
NET (REVENUE)/EXPENDITURE	(\$144,090,204.87)	(\$141,374,875.65)	\$2,715,329.22	(1.92%)	(\$138,781,635.15)	(\$138,781,635.15)

CAPITAL LEVY & DEBT

2018 - YEAR ENDED
DECEMBER 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	2018		0%	December	Year End
REVENUE						
Fees and user charges	(\$320,741.24)	(\$350,000.00)	(\$29,258.76)	8.36%	(\$351,382.43)	(\$351,382.43)
	(\$320,741.24)	(\$350,000.00)	(\$29,258.76)	8.36%	(\$351,382.43)	(\$351,382.43)
EXPENDITURES						
Long term debt	\$3,243,871.52	\$3,252,490.00	\$8,618.48	0.26%	\$3,243,871.52	\$3,243,871.52
Transfer to own funds	\$6,240,734.00	\$6,242,580.00	\$1,846.00	0.03%	\$6,264,083.26	\$6,264,083.26
TOTAL OTHER EXPENSES	\$9,484,605.52	\$9,495,070.00	\$10,464.48	0.11%	\$9,507,954.78	\$9,507,954.78
	\$9,484,605.52	\$9,495,070.00	\$10,464.48	0.11%	\$9,507,954.78	\$9,507,954.78
NET (REVENUE)/EXPENDITURE	\$9,163,864.28	\$9,145,070.00	(\$18,794.28)	(0.21%)	\$9,156,572.35	\$9,156,572.35

Appendix A

CORPORATION OF THE CITY OF SAULT STE. MARIE RESERVE TRANSFERS TO BE APPROVED BY COUNCIL DECEMBER 31, 2018

<u>Details</u>	<u>From Reserve</u> \$	<u>To Reserve</u> \$
Mayor's Youth Advisory Council Funds budgeted and received in 2018 for MYAC program were not fully spent. Requested to be transferred to reserve for use in 2019 to complete John Rhodes Kids Corner project. (ONE TIME) Transfer to Parks & Rec Reserve		6,435
FutureSSM City funds budgeted in 2018 were not fully spent due to delay in the program's start. Remaining funds requested to be transferred to reserve for use in 2019 and future years if necessary. (ONGOING) Transfer to FutreSSM Reserve (*new reserve)		375,625
Surplus Allocation Annual surplus allocation as per the 2017 Surplus Management Policy. Transfer to Tax Stabilization Reserve Transfer to Asset Management Reserve (Capital Reserves) Transfer to Asset Management Reserve (Long Term Debt allocation to capital)		1,131,367 848,525 196,475
Total	-	2,558,427
net	-	<u>2,558,427</u>



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Adrian DeVuono, Local Immigration Partnership Coordinator

DEPARTMENT: Community Development and Enterprise Services

RE: IRCC Funding Amendment for the Local Immigration Partnership

PURPOSE

The purpose of this report is to request Council's authorization to amend the 2017-2020 Contribution Agreement between Immigration, Refugees and Citizenship Canada (IRCC) and the City of Sault Ste. Marie.

BACKGROUND

In September 2009, the IRCC began providing full funding to the City of Sault Ste. Marie for the formation of a Local Immigration Partnership (LIP) under the stewardship of the municipality. LIP is currently comprised of over 50 local and regional organizations representing all sectors of the community, as well as three staff members to coordinate the activities of its robust partnership network. LIP helps create a more welcoming and inclusive community by forming and maintaining strong partnerships to implement strategies and initiatives that assist in the settlement, integration and retention of newcomers to Sault Ste. Marie.

ANALYSIS

IRCC will provide funding in the amount of \$690,930 over the three years, which is amended from the previous agreement of funding in the amount of \$657,562, approved by Council in April 2018 (Amendment #1, By-Law 2018-73), providing an increase to the overall funding of \$33,368.

FINANCIAL IMPLICATIONS

LIP is fully funded by IRCC. Currently, LIP is operating at full staffing capacity as agreed in past contribution agreements. The community as a whole will benefit from the implementation of strategic plans, initiatives and programs developed through LIP and its partnerships.

STRATEGIC PLAN / POLICY IMPACT

The item is linked to and supports Focus Area #3: Quality of Life – Welcome and Seek Out Immigration in the corporate strategic plan as well as Goal #5, “Invite Immigration and Welcome Newcomers” in the “FutureSSM: A Common Cause and New Direction for Sault Ste. Marie” Executive Summary Report.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That Council authorize the 2017-2020 Local Immigration Partnership Agreement Amendment (#2) between the City of Sault Ste. Marie’s Community Development and Enterprise Services Department and Immigration, Refugees and Citizenship Canada (IRCC) for the time period of April 1, 2017 to March 31, 2020.

By-law 2019-100 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Adrian DeVuono
Coordinator, Local Immigration Partnership
705.759.5896
a.devuono@cityssm.on.ca



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: FutureSSM Project Update

PURPOSE

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

BACKGROUND

On May 28, 2018 Council passed the following resolution:

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

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

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

Whereas this is critical to the future of our community;

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

At the March 4th, 2019 Council meeting staff provided an update that NOHFC funding agreement was terminated effective March 31, 2019.

This report provides the regular, quarterly update to Council on the initiatives underway with FutureSSM and also the updated budget for the project.

ANALYSIS

The FutureSSM project continues to advance a number of important projects in the community and maintains a high level of community engagement and support. A report from the FutureSSM Project Manager is provided (Attachment A).

As it relates to the budget, with the termination of the NOHFC funding agreement, staff has been working to re-profile the project. We have been able to develop a budget that retains the staff working on the FutureSSM team and continues to advance a number of important projects. The budget will be revised as indicated in Table 1. It should be noted these numbers are approximate as staff have recently submitted the final claim to NOHFC and it is anticipated the City will receive final confirmation of funding for costs incurred up to March 31st later this month.

Table 1: Revised FutureSSM Budget

	Original Project Total	Revised Project Total	Variance
Project Staff	\$1,928,973	\$ 1,641,747	\$ (287,226)
Consultants & Marketing	\$ 1,885,270	\$ 821,829	\$ (1,063,441)
Travel, Meetings, Material, Equipment and Phones	\$ 172,050	\$ 122,717	\$ (49,333)
Office Space and Project Oversight (in-kind)	\$ 24,500	\$ 24,500	\$ -
Total	\$ 4,010,793	\$ 2,610,793	\$ (1,400,000)

The loss of the NOHFC funding will largely affect the resources that were being directed to engage experts in undertaking research, developing business cases and feasibility studies, providing design services, etc. that would assist in advancing community projects. Alternative sources for these community projects will be sought and the FutureSSM team will work with community stakeholders to identify and pursue project funding for these initiatives. It should be noted that a number of the funding programs available do not cover these types of costs and it was envisioned these resources would help the community advance priority projects identified by the Community Development Roundtable and related Action Teams in a more rapid fashion.

Also, Council will note the line item for Project Staff is reduced. This is due to two factors – the final salaries of the team were less than budgeted and also there was an additional Project Coordinator role that was hoped to be included in the project that will not be hired.

Moving forward, staff is confident that many positive outcomes will still be accomplished with the team in place and the resources currently within the revised budget. The remaining budget line item for consultants and marketing will be put to good use to advance a number of projects including the community cultural plan, community promotion, downtown arts projects, social equity initiatives and other priority projects identified by the Community Development Roundtable and related Action Teams.

Three projects that have been in development for some time appear on the agenda tonight in by-laws 2019-91, 2019-92, 2019-93 for approval. These projects are described more fully in Attachment A but include:

- 1) Arts and Culture Pillar – Collaboration with the Downtown Association to undertake a community art project starting with a focus on several large-scale murals at strategic locations within the downtown core. Mural selection will be a blend of public solicited proposals as well as direct selection artists/art work. By-Law 2019-91
- 2) Economic Growth and Diversity Pillar and Post-Secondary Institution Growth Goal – Collaboration with Algoma University and Sault College to engage Dr. Ken Coates to assist in the development of innovative programming and research to complement current work being undertaken by local companies, the SSM Innovation Centre and SSM Economic Development Corporation. Dr. Coates is a Canada Research Chair in Regional Innovation at the Johnson-Shoyama Graduate School of Public Policy, University of Saskatchewan. Dr. Coates has long-standing professional work in northern development, science and technology. By-Law 2019-92
- 3) Social Equity Pillar – Collaboration with Sault Community Career Centre (Global Friends team) to develop & implement a community wide plan to create a safe, welcoming and inclusive place for all newcomer youth (15-29), as well as other minorities, including indigenous and LGBTQ2S+. By-Law 2019-93

Staff will continue to look for funding opportunities to advance projects and will also examine any opportunities to free up resources within the project. This includes looking for opportunities to shift project staff resources into the City staff complement without impact on the levy.

FINANCIAL IMPLICATIONS

The decrease in funding for the FutureSSM project has resulted in re-profiling of the project and reducing the resources available to engage experts for advancing various community projects. The FedNor funding level is anticipated to remain the same. Final approval has not been received at this time but FedNor is anticipated to provide a revised agreement that keeps their contribution the same. Staff will return to Council with the new agreement when it is provided. City funding of the project previously approved by Council remains the same.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors exactly the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

The implementation plan will also address the focus area of “Community Development and Partnerships” and its priorities including Create Social and Economic Activity, Develop Partnerships with Key Stakeholders and Maximize Economic Development and Investments.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 04 15 regarding FutureSSM project be received as information and further that three projects appear elsewhere on the agenda as by-law 2019-91 – Community Art Project; by-law 2019-92 – Post-secondary collaboration with Dr. Coates and 2019-93 – Community Welcoming Plan with Sault Community Career Centre.

Respectfully submitted,

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

Tom Vair

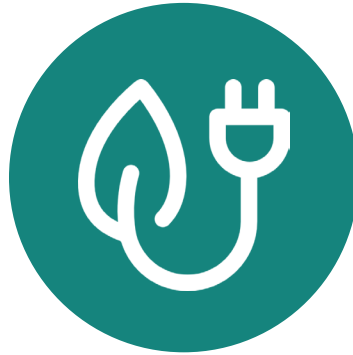
Deputy CAO, Community Development and Enterprise Services

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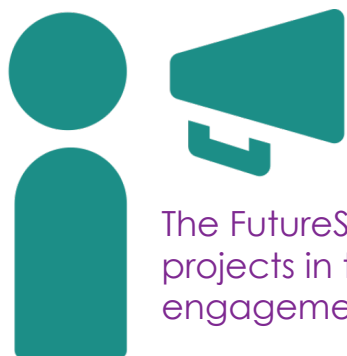


Quarterly Report



April, 2019

www.futuresm.com



HIGHLIGHTS

The FutureSSM project continues to advance a number of important projects in the community and maintains a high level of community engagement and support. Below are some key highlights this quarter.

300+ students have received training and mentorship opportunities through the Community Art Project (CAP).

\$1,196,000 of direct and indirect money was spent in SSM by the film, *Tainted*.

Major employers have taken concrete actions to recruit Indigenous youth as a result of the Indigenous Employment Roundtables.

95 parents completed surveys to provide important input on Early Years Services.

110 citizens attended an open house to provide positive input on the proposed Farmer Lake Bike Trail.

Film, Television & Digital Media



I can say unequivocally that the new [film] office established under the FutureSSM initiative has been a huge asset to our production."

Borga Dorter, Producer, *Tainted* (Gearshift Films)

The crime thriller *Tainted* wrapped up filming in Sault Ste. Marie after a 15 day shoot in a typical 'off-season' (February 25th - March 15th). FutureSSM's Film, Television & Digital Media Coordinator supported the film from pre-production, right through to filming to ensure City permitting processes, location scouting and crew identification went smoothly. In the time that *Tainted* was in Sault Ste. Marie (Feb. 4th - March 22nd), the film contributed to the local economy in the following ways:

\$772,055 spent in the form of goods and services paid to Sault Ste. Marie residents and businesses.

\$424,000 of in-direct spending.

1,250 Hotel room nights booked.

50 Sault Ste. Marie residents hired as background extras.

38 Full-time equivalent positions created for Sault Ste. Marie residents.

13 Part-time equivalent positions created for Sault Ste. Marie residents.

7 Sault College students hired in paid positions and provided with training/experience.

Infrastructure

Facilitated by FutureSSM, and supported by the Economic Development Fund, post-production company *Rolling Pictures* is setting up permanent shop in Sault Ste. Marie's downtown core. The addition of a post-film production facility represents a major step forward for the local film industry, and adds to the City's competitive advantages in attracting and supporting film and television production. In their application to the EDF, *Rolling Pictures* cited high bandwidth, low cost of operations, and access to local talent via the Sault College Digital Film Production program as reasons why Sault Ste. Marie offers "a perfect environment to create and grow a post-production hub capable of servicing international clients remotely."

Upcoming Films in Sault Ste. Marie

2019 is promising to be a very big year for Sault Ste. Marie's film, television and digital media industry. Overall, we have not seen this amount of interest since 2014, and this year has the potential of being one of the busiest years ever for filming in the community.

Looking ahead, Paragraph Pictures has confirmed that they will shooting a feature film in Sault Ste. Marie in 2019, and the web series 'My Roomate's an Escort' has also confirmed they will be creating their second season here this spring. In addition, two more feature films have expressed interest in filming in Sault Ste. Marie in 2019 and are in the process of finalizing their finances.

Labour Force Development

Recruitment Efforts

Based on recent discussions with local employers, the City of Sault Ste. Marie is acutely aware of the need to attract professionally skilled workers to our community. For this reason, an overarching goal of FutureSSM is to build our local labour force through a multi-pronged approach that includes, but is not limited to, promotion and recruitment programs.

As part of these efforts, FutureSSM has been actively getting the message to the public that Sault Ste. Marie has many high skilled jobs available, and offers an exceptional lifestyle for young people, families and newcomers. In particular, FutureSSM's Labour Force Development Coordinator (LFDC) reached out to the General Motors Oshawa Plant where approximately 2,600 autoworkers are about to lose their jobs.

Because of these efforts, several separate but related stories have appeared in local, provincial and national media outlets:

'Sault Ste. Marie is short on workers – and thinks it may know where to find some' (TVO, Feb. 6, 2019)

'Sault Ste. Marie, Ont. Looking for workers to fill hundreds of jobs' (CBC, Radio Canada, National Post, CTV, BNN Bloomberg, the Calgary Herald and Huffington Post Canada, among others, Feb. 7, 2019)

"Sault Ste. Marie eyes possibility of employing Oshawa GM workers" (Global News, Feb. 8, 2019)

Durham College is working on a proposal submission to General Motors related to external recruitment for staff losing their jobs due to the plant closure. Therefore, any Durham-GM facilitated job fair/open house/information sessions will not happen until late summer.

Related to these activities, the LFDC is developing a 'Recruit, Retain, Repatriate' document that will serve as a road map going forward to address skilled labour shortages in our community by targeting local youth and ex-pats from our community. This plan will be complemented by a Spousal Recruitment Advisory Committee and a Diversity Recruitment Advisory Committee that is being struck by the LFDC.

Part of these efforts also involve the organization of two recruitment events in Toronto and Mississauga:

1. Sault Ste. Marie Career Fair in partnership with the Toronto Region Immigrant Employment Council (TRIEC) April 16th at the Ontario Investment and Trade Centre.

a. While in Toronto, an evening Sault Network event will take place with members of the Sault Network.

2. Sault Ste. Marie Career Fair in partnership with the Newcomer Centre of Peel (Rural Immigration Partnership) April 17th at Mississauga City Hall.

The following employers have confirmed their attendance at these events:

- Algoma Family Services/THRIVE
- Algoma Steel Inc.
- Algoma University
- EACOM Timber
- JD Aero Maintenance
- Sault College

- Sault Area Hospital
- Ontario Lottery and Gaming Corporation (OLG)
- PQA Testing

Although not able to attend, other local employers will also be providing information on job opportunities and be represented at a booth, hosted by FutureSSM, at the career fairs.

In addition, FutureSSM is working on recruitment website that will include a job portal directly related to highly skilled positions that have been identified as priorities by employers. This website is meant to promote Sault Ste. Marie as a vibrant community that offers excellent opportunities and a balanced, affordable lifestyle.

The FutureSSM team also contributed to the development of the Rural and Northern Immigration Pilot application which was submitted on behalf of the community by the Sault Ste. Marie Economic Development Corporation (SSMEDC).

Indigenous Employment Roundtables

As part of our overarching goal to improve Indigenous relations in the community, FutureSSM's Labour Force Development Coordinator has been working in partnership with local employers and service providers to organize and facilitate Indigenous Employment Roundtables. The purpose of these roundtables are to:

- facilitate introductions between leadership/HR staff of local employers and local Indigenous Employment Service providers;
- share information and discuss possible employment related partnerships.

Between December 2018 and March 2019, four roundtables were held at the Delta Hotel (December 5th), Sault Area Hospital (January 23rd), Algoma Steel Inc. (February 11th) and JD Aero (March 27th). Upcoming roundtables include partnerships with Employment Solutions and Sault Ste. Marie Construction Association.

Indigenous employment service providers from Garden River First Nation, Batchewana First Nation, Thessalon First Nations, Métis Nation of Ontario, Indigenous Friendship Centre Employment and Training, Algoma University Anishinaabe Initiatives and Sault College School of Indigenous Studies and Academic Upgrading all participated.

Direct actions coming out of those roundtable discussions include:

- Algoma Steel has taken concrete actions to recruit Indigenous youth as part of their summer student program.
- Algoma Steel organized a career fair in partnership with Garden River First Nation. Over 30 people attended.
- Sault Area Hospital and Delta Hotel are participating in an upcoming career fair in Garden River First Nation.
- Sault Area Hospital has begun conducting their own Indigenous Employment Roundtables.

In addition to these priorities, the LFDC is also working to address the local labour demand shortage by participating on the following committees:

- Sault College Electrical/Mechanical Advisory Committee
- Association of Municipalities of Ontario Municipal Immigration Committee
- Local Immigration Partnership Employment Advisory Committee
- North East Local Health Integration Network Task Force (Personal Support Worker shortage)

Arts & Culture

Community Cultural Plan

In December, 2018, Lord Cultural Resources (LCR) was awarded the contract to develop Sault Ste. Marie's Community Cultural Plan. The goals of the plan are to:

- foster investment and economic development in arts and culture;
- strengthen connectivity amongst those in the creative sector;
- strengthen partnerships to promote cultural vitality in the community.

Since the award, FutureSSM's Arts & Culture Coordinator has been working with LCR to engage the Sault's arts and culture community, as well as the community at large. A committee of key stakeholders from the arts & culture sector has been formed to guide this process.

On January 21st, 2019, two stakeholder workshops were held to gather input for the plan. 90+ people participated in these workshops. On January 22nd, 2019, a "pop-up" consultation session was held in partnership with Shape the Sault. 80+ people attended that session.

Two online surveys have also been posted online to gather feedback from community members. Anyone can visit www.futuressm.com/communityculturalplan to fill them out.

A public consultation report will be completed by May, 2019, and a final plan will be delivered by the end of June, 2019.

Community Art Project

We are using public art (the piano project as an example), as a medium to revitalize the downtown, provide training opportunities for youth, bring in tourism dollars, and promote arts and culture in the community. To date, this project has involved over **300+ students by providing real-world training and mentorship opportunities**. The following projects are currently underway:

1. Traffic Wrap Project

Sault College graphic design students have completed the artwork that will be used to wrap traffic boxes in identified locations around the community. Weather permitting, installation will take place beginning in April. FutureSSM is supporting the students grad show that is taking place May 2, 2019 at the Sault Ste. Marie Museum from 4:30 - 8:30pm.

2. GFL Memorial Gardens Mural Mentorship Project

The GLF Mural Mentorship Project consists of the development of two indoor murals in the GFL Memorial Gardens by students in the Algoma District School Board (ADSB). Led by FutureSSM, project partners including the GFL, Soo Greyhounds, ADSB, the Royal Canadian Legion, Algoma Veterans Association, Shaw Spotlight and the Sault Ste. Marie Museum, are currently in the planning stages for the project. Project implementation began March 20, 2019 with a successful kick-off event. Installation of the murals by students will take place April 26 - May 20, 2019.

3. Downtown Revitalization Mural Project

FutureSSM has partnered with the Sault Ste. Marie Downtown Association (DTA) to assist with the implement this community project that will see several large-scale murals painted on privately-owned buildings in our downtown core. Artists are currently being identified and confirmed. Execution of the murals will begin as early as June, 2019, followed by a public unveiling in July, 2019. This project is described in more detail later in this report as part of the Downtown Development update.

Sault Ste. Marie Branding & Visual Identity

Since the process to assess, improve and develop Sault Ste. Marie's visual identity began in the spring of 2017, over 750 people have been involved in providing input and feedback.

Since October, 2018, Scott Thornley & Company (STC) and FutureSSM staff have consulted over 250 individuals via 15 one-on-one interviews, 12 theme board workshop sessions, 11 Brand Platform consultations sessions, other one-on-one feedback sessions, and 3 'pop-up' sessions at the Sault Ste. Marie Soup Kitchen Community Centre, Algoma University and Sault College.

Participants have been diverse, and included community members from the Indigenous Friendship Centre, STRIVE Young Professionals Group, the Mayor's Youth Advisory Council, FutureSSM Community Development Roundtable, and Action Teams, Garden River First Nation, SSM Local Immigration Partnership, Algoma Workforce Investment Corporation, local entrepreneurs and business owners, Sault Ste. Marie Innovation Centre, and many more.

The Steering Committee, comprised of members from Sault College, Algoma University, Tourism Sault Ste. Marie, the Sault Ste. Marie Economic Development Corporation, the Corporation of the City of Sault Ste. Marie and FutureSSM, is now in the final stages of review and feedback with STC, and is targeting to present the final brand towards the end of May.

Social Equity

Social Equity Action Team Priorities

The Social Equity Action Team has confirmed their priorities. They are as follows:

- Support the initiatives of the Poverty Reduction Roundtable and assist with the implementation of specific actions as they are defined.
- Support the development and implementation of the Early Years System Plan
- Work with community partners to develop and inclusive community plan.

Early Years System Planning

Following with the Adjustment Committee recommendation to improve the Early Development Indicator domains: Social Competency, Emotional Maturity and Physical Health & Well-being, the Social Equity Coordinator has been tasked with creating the Early Years Services system plan for the District of Sault Ste. Marie Social Services Administration Board. This system plan will be designed to align with positive growth within these Early Development Instrument domains. To date, a literature review has been written and focus groups with the Child & Family Network and Child Care supervisors have been completed.

A public survey has been created and disseminated widely to Sault Ste. Marie residents to seek input on how children and families can be supported by Early Years services as well as providing opportunity for teachers and classroom Early Childhood Educators to provide insight from their perspective.

In addition, the Social Equity Coordinator has completed five focus groups with various service providers, parents and teachers that are involved in Early Years services. To date, there have been

four additional teacher surveys completed, 89 English and 2 French translated parent surveys completed. There has also been a literature review completed that highlights the connection between Early Development Indicators and neighbourhood socio-economic status.

Throughout this process, the Social Equity Coordinator has met with the Early Years services manager, system planning manager and Sault Ste. Marie Innovation Centre to discuss and provide feedback on the Environmental Scan currently being written by SSMIC. A preliminary highlight of emerging themes was also presented to the Child & Family Network on March 28th, 2019 prior to the commencement of their strategic planning session, to which the Social equity coordinator participated.

Improving Indigenous Relations

The Social Equity Coordinator has been involved in the work of the Indigenous Women's Anti-violence task force providing space to host discussions regarding the development of this Indigenous-led initiative. The Social Equity Coordinator aided in the planning and organizing of the annual Murdered Missing Indigenous Women's March including co-presenting to City Council a proclamation requesting February 14 to be recognized as a day of awareness and remembrance. This proclamation was passed and Mayor Christian Provenzano read the proclamation during the event.

Welcoming & Safe Community

FutureSSM is working with Global Friends to develop & implement a community wide plan to create a safe, welcoming and inclusive place for all newcomer youth (15-29), as well as other minorities, including Indigenous and LGBTTQ.

Global Friends (GF) is a youth-led organization that builds cross-cultural relationships between Canadian-born, Indigenous and newcomer youth. The program fosters social capital amongst newcomers in Sault Ste. Marie, but is unique in that it does not limit the definition of "newcomer" youth to only immigrant youth. For Global Friends, a newcomer refers to a person from out of town, out of the country, or just outside your generally travelled circles. In this way, it creates space to welcome and include a wider variety of youth including refugee youth, marginalized or racialized youth, youth with a disability, Indigenous youth, LGBTQ2S+ youth, and intergenerational youth on social assistance.

Since 2016, GF has hosted over 60 events, engaged over 1000 community members and established a diverse network of partners and volunteer base. GF supports newcomers by increasing their social connections and by familiarizing families with established institutions in the community. GF programming includes, family-oriented welcome events, leadership and volunteer opportunities, artistic and musical workshops/performances at their youth hub to ensure newcomer youth integrate successfully.

Global Friends will support FutureSSM's Social Equity Priority (SE-03) of creating a safe, welcoming and inclusive place for all, by developing and implementing a community wide plan to welcome newcomers youth and create a safe and inclusive environment for all youth, including Indigenous, LGBTTQ2S+ and other minorities. Furthermore, our recent application to the Rural and Northern Immigration Pilot identified Global Friends as a significant part of its community-wide strategy to welcome and settle new immigrants. Of note, Global Friends is expected to play a crucial role in supporting the pilot's employment outcomes by helping facilitate the social integration of families, in particular youth, of internationally-trained immigrants arriving through the pilot.

Safe Spaces Walk

FutureSSM is co-leading a safe-space walk in order to identify the areas in the downtown area where women have issues of safety. This event will engage women from across Sault Ste. Marie to take a closer look at the downtown areas and, with the assistance of the Downtown Association, Sault Ste. Marie Police Service and the City of Sault Ste. Marie, make suggestions which could include items such as increased security, additional lighting, garbage/harm reduction containers, landscape maintenance or removing old structures.

The event will be co-led by women who live in the downtown area with FutureSSM's Social Equity Coordinator. Women who may be apprehensive about walking and experiencing downtown may enjoy walking and sharing with others and ultimately become more comfortable with the downtown area after the walk has been completed.

The event is still in the planning stages, but will take place on June 13th from 6-8:30pm. Potential partners include the Neighbourhood Resource Centre, Indigenous Women's Anti-Violence Task Force, Women in Crisis, the Downtown Association and H.O.P.E. Alliance.

Poverty Reduction

FutureSSM is supporting the work of the organizations who are currently involved in poverty reduction within the city. The Social Equity Coordinator has attended the Poverty Roundtable hosted by the United Way. It is hoped that the identified pillars of the Poverty Roundtable can be supported by this position with concentrated effort to provide initiation and coordination to workforce entry.

The Social Equity Coordinator attended a meeting with the United Way's Essential Services priority area working group on March 19. This meeting's intent was to determine which indicators could be used for this priority area. During this meeting, the Social Equity Coordinator was asked to sit with the United Way, NORDIK Institute and SSMIC to be guided through the process with Tamarack Institute. Sault Ste. Marie was selected as one of the recipients of this pilot program to assist cities involved in poverty reduction to create indicators based on their unique community.

In addition to assisting with the creation of the indicators for the Poverty Roundtable, the Social Equity Coordinator has also been tasked with writing a concept paper for a Labor Market Skills position that will be a partnership between the City of SSM and the DSSMSSAB for the Ontario Labour Market Partnerships Program. This new position will bring forward skills that are required by employers to hire those who are currently ready-to-work, typically moving from being in receipt of social assistance to gain employable skills to and for long-term employment.

Downtown Revitalization

The Downtown Development Action Team has been working closely with the Downtown Association and City Planning to create a more vibrant downtown that will attract more locals and tourists to shop at local stores and eat at local restaurants, thereby supporting economic development in Sault Ste. Marie. Initiatives underway include:

Improving the overall appeal of the downtown by creating vibrant, creative, cultural experiences that will benefit residents and businesses alike. These experiences include:

- The development and installation of unique downtown furniture, including chairs, benches and street pianos in key locations.
- Programming of space i.e. street pianos, arts & culture programming and downtown events including block parties, etc.

- Development of the community Art Project (CAP) Downtown Mural Project. Murals create destinations resulting in increased foot traffic while adding colour, vibrancy and character to the downtown environment. Specific to the CAP, it is the goal of the FutureSSM program in 2019 to work with the Downtown Association (DTA) and other partners to create the foundational policies, procedures and methodologies for the development of CAP (in various forms) on its way to becoming a self-sustaining annual community arts festival by 2021. Additionally, the DTA and FutureSSM will build additional programming into CAP, including music, food and other events that will coincide with the murals, which will increase the overall programming and vibrancy in the downtown. FutureSSM sees the DTA as being a key partner in the realization of these goals. The DTA has the necessary organizational capacity and resources to continue to execute and grow the program in conjunction with the existing arts and culture organizations, groups and individuals in the community. Additionally, we believe the DTA brings the following critical elements to the table which are essential to implementing a community project, such as the CAP project:

1. The operating capacity to implement the the CAP project as a community partner.
2. Their status as a registered non-profit will make it eligible for funding to implement CAP initiatives in future years.
3. A significant membership of for-profit organizations, which can be leveraged to implement the CAP project.
4. The DTA plays a lead role in downtown development initiatives.
5. A membership to provide services and man-power for development and implementation of festivals and events (both sponsorship and in-kind).
6. The credibility and support of downtown merchants and the community at large.
7. Data and feedback on community wants and needs with regards to project initiatives.
8. Large contact/media list that could be used to promote the CAP project and draw the community downtown for the event.
9. The DTA is an enthusiastic partner and wants to participate in all activities related to downtown revitalization.

Trail System

Trails are a great addition to Sault Ste. Marie's tourism portfolio and a high value asset to attract people to visit and live in our community. FutureSSM is currently working with Tourism SSM, the Sault Cycling Club and other partners, to support the development of a new ~15 km mountain bike trail network on the north end of the City.

The proposed trail, named the Farmer Lake Mountain Bike Trail Network, would be located on Sault Ste. Marie Conservation Authority (SSMRCA) land within the Hiawatha Highlands.

Although purpose-built for mountain biking, this trail will be a multi-use trail system open to all human-powered users. Besides mountain bikers, trail users could include runners, hikers, and dog walkers in the summer months, and fat tire biking, snowshoeing and backcountry skiing in the winter months. The trail network would also be able to host existing tourism events such as Crank the Shield, and future events such as trail running races, and winter fat bike and summer mountain bike races.

Similar trail systems in the Lake Superior Region, including in Marquette MI, and Copper Harbor MI, have had resulted in significant contributions to the local and regional tourism markets, with over 25,000 people coming to those regions each summer specifically to mountain bike. Given the quality of existing trail and terrain, we believe the addition of a new mountain bike trail system could be developed into a significant resource that could support the development of a mountain bike

tourism strategy focused on 2-3 day visitors. This approach involves the following elements:

- Infrastructure Development
- Events
- Marketing & Promotion

FutureSSM and partners presented to the Board of Directors and Staff of SSMRCA on March 19, 2019. The purpose of the meeting was to present an overview of the proposed trail system and to seek their approval for the development and construction of the Farmer Lake Trail Network. SSMRCA are currently reviewing the findings of the presentation and will respond back to FutureSSM in mid-April with their decision.

As a requirement of the decision making process of the SSMRCA an open-house related to the Farmer Lake Trail Network was held on March 21st at the Civic Centre. The event was well attend with over 110 citizens attending. The open house provide the opportunity for the general public to review the proposed trail network and ask questions to FutureSSM, Sault Cycling Club and Tourism SSM staff who were present at the event and provide comments for consideration. Approximatley 20 written comments were received, all of which demonstrated stong community support for the initiative.

Environmental Sustainability

Climate Change Coordinator Position

FutureSSM has been granted \$125,000 in funding from the Federation of Canadian Municipalities' (FCM) Climate change staff grants initiative to hire a two year Climate Change Coordinator position. The position will help address staffing gaps and increase our capacity to adapt to the effects of climate change or reduce greenhouse (GHG) emissions. Sault Ste. Marie is among 59 communities across Canada benefitting from this initiative.

FutureSSM posted the position with a closing date of March 22, 2019, and management is currently working with the City of Sault Ste. Marie's HR department to go through the hiring process, The expected start date will be mid-May.



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Mill Market Update

PURPOSE

The purpose of this report is to provide Council with an update on the Mill Market and seek approval to proceed for an extension with Mill Market Incorporated on a short term basis to transition to a non-profit market structure.

BACKGROUND

On February 18, 2014 the City entered into a lease agreement with Mill Market, Inc (MMI) to locate a temporary farmers'/public market at the former municipal fish hatchery property located at 35 Canal Drive. The intention was that MMI would relocate the market to the board mill on the former St. Mary's Paper site as part of their redevelopment efforts. This agreement terminates on March 31, 2019 and City staff has been in discussions with a representative from MMI to determine the future of the market.

A high level summary of the agreement was that MMI would remediate the building and operate a market on the site and, when the Board Mill was ready, they would demolish the fish hatchery building in exchange for use of the building. The initial term of the contract was five years with a clause that contemplated an extension for further time upon terms agreed to by the parties. The facility was provided rent free however MMI was responsible for payment of any taxes that may be assessed on the subject site.

The Mill Market has proven to be a very popular addition to the community and receives up to 3,000 people on Saturdays throughout the summer months. It has provided an outlet for local farmers, food product producers and artisans.

From a financial perspective, MMI has indicated to the City that they have been able to generate revenue to cover the operating costs of the market (including one part-time salary, utilities, insurance, etc.) but have not generated sufficient revenues to pay the taxes on the facility. Currently, taxes outstanding as of March 31st, 2019 amount to

\$76,500. They also have outstanding POA fines for building infractions of approximately \$25,500.

Given the benefits of the market and its popularity, staff has been working to develop a strategy to enable the market to continue. Staff has been in parallel discussions with MMI and with proponents representing the vendors who have been investigating the potential to establish a new, non-profit entity to operate the Mill Market. A number of the vendors are enthusiastic about establishing a non-profit and operating the market moving forward. They feel that they can have things in place for May 18th which represents the next payment date for vendors to participate in the summer season.

In discussions with MMI, they are prepared to cooperate in the transition of the Mill Market to a non-profit. They are also willing to operate the market until May 18th. Staff has been in discussion with them to identify the equipment that could come over with the market and assign a reasonable value. These items include vendor tables, picnic tables, walk-in freezer, social media assets (Facebook account, website), name/brand, and access to past financial records to assist the new non-profit in its formation and operations. The discounted value of these items is estimated by City staff to be approximately \$50,000.

As mentioned, MMI currently owes taxes of \$76,500 and POA fines of \$25,500 for a total of \$102,000. In exchange for the items of value, the continued operation of the Mill Market to May 18th and cooperation in transitioning to the non-profit organization, it is proposed the City reduce the outstanding obligation by \$50,000. This is an exchange of value and represents potential costs the City and/or non-profit would incur in setting up operations. The outstanding amount of \$52,000 will be paid in two installments (end of May, end of August).

ANALYSIS

Staff has undertaken research on farmers markets (Attachment A). In most municipalities, farmers markets are operated by the city or in conjunction with an organization like a BIA or non-profit group.

If the building is owned by the municipality, the facility can receive approval through MPAC to be a municipal capital facility which would avoid the need for the operator to pay taxes. This is through O. Reg. 603/06: Municipal and School Capital Facilities – Agreements and Tax Exemptions which, in this case, applies for municipal facilities used for cultural, recreational or tourist purposes.

The approach staff recommends is to work with a to-be-formed non-profit organization to operate the Mill Market moving forward. Through the rental revenue obtained from vendors, it is hoped that that bulk of market operations will be covered for the non-profit to operate. In addition, the non-profit would be eligible to apply for funding for internships and capital upgrades which were not previously available to the private sector owners.

Given the benefits of the market and its popularity, staff feels a negotiated agreement with MMI that enables the market to transition smoothly is preferable. A negotiated agreement will see the market operated by MMI until May 18th when the non-profit group is established and able to take over operations. This avoids the need to close the market for a period of time or the City attempting to take over operations until May 18th.

The end goal of this process has been to find a way to continue the successful market. Having a non-profit group operate the market will facilitate future collaboration and funding opportunities to enhance and grow the market in the future. The new non-profit group may need some assistance from staff resources in the short term to establish. There may also be a need for financial support but this needs to be determined and would likely be referred to the Economic Development Fund for review and approval, if required.

FINANCIAL IMPLICATIONS

The financial implications to the City of this agreement would be to decrease the tax obligation by up to \$50,000 in exchange for items of value for the operations of the market. The remaining balance of \$52,000 would be collected in two installments (May 31st, August 31st).

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas including the focus area of "Quality of Life" and the priorities identified which include Promote Quality of Life Advantages, Promote and Support Arts & Culture and Create Vibrant Downtown Areas.

RECOMMENDATION

It is therefore recommended that Council take the following action:

An agreement related to this report appears elsewhere in the agenda package as By-law 2019-94.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Vair", with a stylized flourish at the end.

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca

City	Model
Thunder Bay	Non-profit run, located in a non-profit building
Sudbury	City operated with advisory group; new winter market pilot being set up by a group of vendors
North Bay	Non-profit
Timmins	Two markets - Urban Park Market put on by BIA;
Barrie	Mount Joy Market (rent free in City arena)
Ottawa	City operated; located at City Hall
	Byward Market - run by BIA
Guelph	Ottawa Farmers Market - four locations - producer run - started in 2006 with 19 vendors at Lansdowne Park - grown to four locations – Lansdowne Park, Westboro, Orléans, and Riverside South
	City operated
Hamilton	City operated - 2015 creation of a community and vendor based Board of Directors to govern the Market including representation from City of Hamilton Council and Public Health.
St. Jacobs	Private - founder Mercedes Corp. announced plans to sell the market to Schlegel Urban Developments in 2018
Halifax	Halifax Port Authority

Hours/Days of Operation

Saturdays 8 am – 1 pm, Wednesdays 3:30 – 6:30 pm

Saturdays June 2 to October 27 8 a.m. to 2 p.m. at
CP/VIA Rail Station on Elgin.

Thursdays from June 7 to October 4 2 p.m. to 6 p.m. at
the York Street parking lot across from Bell Park.

Saturday market is open from 8:30 a.m. to 1 p.m. – rain
or shine in Parking Lot 10; Winter Market in Mall

Saturday's 10:00 am – 2:00 pm

Urban Park - Thursday 11am-3pm; Mount Joy Market

Saturdays 8am-2pm

Year round every Saturday 8:00 am to noon

Open Saturdays year-round from 7 a.m. to 12 noon

Year round - TUESDAY / THURSDAY / FRIDAY 8AM TO
6PM, SATURDAY 7AM TO 5PM

Farmers Market - Thursday & Saturday, year-round (7
am – 3:30 pm); Market Road Antiques - Open daily (10
am – 6 pm)

Hours: Tuesday-Friday – 10 a.m. to 5 p.m.; Saturday – 7
a.m. to 3 p.m.; Sunday – 9 a.m. to 3 p.m.

Website

www.thunderbaycountrymarket.com

www.greatersudbury.ca/play/the-market/

www.northbayfarmersmarket.com

[https://www.facebook.com/mtjoyfarmersmarket/;](https://www.facebook.com/mtjoyfarmersmarket/)

<https://www.facebook.com/urbanparkmarket/>

www.barriefarmersmarket.ca/

www.byward-market.com/en/home/

www.ottawafarmersmarket.ca/

<https://guelph.ca/living/recreation/rec-facilities/farmers-market/>

<https://hamiltonfarmersmarket.ca>

<http://stjacobsmarket.com/>

www.halifaxfarmersmarket.com



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Request for Financial Assistance for National/
International Sports Competitions-Holly Lasante-Power
Lifting

PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are assessed and specific levels of financial assistance are outlined. City Council gives final approval of all applications.

ANALYSIS

The attached application was received from Holly Lasante for a financial assistance grant to attend the World Classic Power Lifting Championships to be held June 3rd – 15th, 2019 in Helsingborg, Sweden. The Parks and Recreation Advisory Committee reviewed the application at their meeting on April 2nd, 2019 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: R. Carricato

Seconded by: S. Milne

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Holly Lasante for financial assistance for participation in the World Classic Power Lifting Championships to be held J June 3rd – 15th, 2019 in Helsingborg, Sweden in the amount of \$200.00 and that a report be sent to City

Council for their approval.”

CARRIED.

FINANCIAL IMPLICATIONS

The City's Operating Budget provides an annual amount to fund the Financial Assistance for National/International Sports Competition Program. The budget for 2019 is \$5,000 and can accommodate this request.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2019 04 15 concerning the Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a financial assistance grant in the amount of \$200.00 for Ms. Lasante's participation at the World Classic Power Lifting Championships to be held June 3rd – 15th, 2019 in Helsingborg, Sweden be approved.

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Holly Rosante

Address: [REDACTED]

Postal Code: [REDACTED]

Phone: [REDACTED] (H) [REDACTED] (W) Fax: [REDACTED]

Email: [REDACTED]

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: Holly Rosante

Address: [REDACTED]

Postal Code: [REDACTED]

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

WORLD CLASSIC POWERLIFTING CHAMPIONSHIPS

Date(s) of Competition:

JUN 3-15 2019

Location of Competition:

HELSINGBORG SWEDEN

Name of Sports Governing Body:

INTERNATIONAL POWERLIFTING FEDERATION

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 200 -

Please specify, as accurately as possible, how the financial assistance will be used if approved.

TOWARDS FLIGHT

Have you previously requested financial assistance from the City?

No _____ Yes ✓ Amount \$ \$200

If yes, please indicate the year(s):

2018

If this application for funding is approved, the payment cheque should be payable to:

Holly Lesante

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2019 03 25
Year Month Day

<u>Holly Lesante</u> Name (Applicant)	<u></u> Title (If applicable)	<u>[Signature]</u> Signature	<u>[Redacted]</u> Phone Number
<u>Holly Lesante</u> Name (Club Official)	<u></u> Title	<u>[Signature]</u> Signature	<u>[Redacted]</u> Phone Number

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.

For more information on the 2019 Financial Assistance Policy - sports competitions form



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Request for Financial Assistance for National/
International Sports Competitions-Sault Surge Aquatic Team

PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are assessed and specific levels of financial assistance are outlined. City Council gives final approval of all applications.

ANALYSIS

The attached application was received for members of the Sault Surge Aquatic Team in Sault Ste. Marie. The application is for financial assistance to attend the 2019 Canadian Junior Swimming Championships to be held in Calgary, Alberta from July 24th – 29th, 2019 sanctioned by Swim Ontario and Swim Canada. Team members attending the championship include: Paige Banton, Olivia Strazomski, Raili Kary & Aliah Robertson, Logan Belanger, Kaelyn Albert. The Parks and Recreation Advisory Committee reviewed the application at their meeting on April 2, 2019 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: M. Kontulainen

Seconded by: T. McClelland

"Resolved that the Parks and Recreation Advisory Committee endorse the application by the Sault Surge Aquatic Team for financial assistance to attend the

Request for Financial Assistance for National/International Sports Competitions-
Sault Surge Aquatics Team
2019 04 15
Page 2.

2019 Canadian Junior Swimming Championships to be held in Calgary, Alberta from July 24th – 29th, 2019 in the amount of \$400.00 and that a report be sent to City Council for their approval.”

CARRIED.

FINANCIAL IMPLICATIONS

The City's Operating Budget provides an annual amount to fund the Financial Assistance for National/International Sports Competition Program. The budget for 2019 is \$5,000 and can accommodate this request.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2019 04 15 concerning the Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a financial assistance grant in the amount of \$400.00 for the Sault Surge Aquatic Team for financial assistance to attend the 2019 Canadian Junior Swimming Championships to be held in Calgary, Alberta from July 24th – 29th, 2019 be approved.

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Sarah MacDonald

Address: 4-260 Elizabeth St.

Sault Ste. Marie, ON

Postal Code :

Phone:

(W)

Fax:

Email:

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: Team list attached

Address:

Postal Code

Name of Team or Club (if applicable):

Sault Ste. Marie Aquatic Team

Name of National or International Sporting Competition:

Canadian Junior Championships

Date(s) of Competition:

24-29 July 2019

Location of Competition:

Calgary, AB

Name of Sports Governing Body:

Swimming Canada

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 400.00

Please specify, as accurately as possible, how the financial assistance will be used if approved.

The funds will be used to offset the cost of entry fees for the athletes to make the event less financially prohibitive.

Have you previously requested financial assistance from the City?

No _____ Yes X Amount \$ 400.00

If yes, please indicate the year(s):

2018, 2017

If this application for funding is approved, the payment cheque should be payable to:

Sault Surge Aquatic Team

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2019 03 22
Year Month Day

Name (Applicant)	Title (If applicable)	Signature	Phone Number
<u>Sarah MacDonald</u>		<u>Sarah MacDonald</u>	<u>[REDACTED]</u>

Name (Club Official)	Title	Signature	Phone Number
<u>Helen Lindfors</u>		<u>[Signature]</u>	<u>[REDACTED]</u>

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

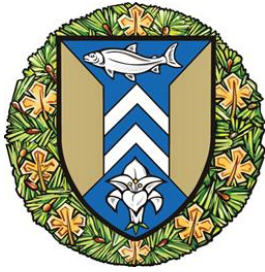
PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod – Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Financial Assistance for Miscellaneous National and International Competitions – Team iSMAK

PURPOSE

The purpose of this report is to seek City Council's approval of an application for Financial Assistance for Miscellaneous National and International Competitions.

BACKGROUND

Financial Assistance Program for Miscellaneous National/International Competitions is a program endorsed by City Council to support individuals and non-profit groups to participate in miscellaneous competitions that fall outside of the cultural or sporting competitions. The program has a set of criteria by which applications are assessed and specific levels of financial assistance are outlined. City Council gives final approval of all applications.

ANALYSIS

The attached application was received for members of the Team iSMAK in Sault Ste. Marie. The application is for financial assistance to attend the 2019 VEX Worlds Robotics Championship to be held in Louisville, Kentucky from April 28-30th, 2019. Team members attending the championship include: Max Shillingford, Kavi Giroux and Ila Giroux. Staff has reviewed the application and it meets the criteria of the Financial Assistance for Miscellaneous Competitions Policy.

FINANCIAL IMPLICATIONS

The City's Operating Budget provides an annual amount to fund the Financial Assistance for National/International Sports Competition and Miscellaneous Competitions Program. The budget for 2019 is \$5,000 and can accommodate this request.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Financial Assistance for Miscellaneous National and International Competitions – Team
iSMAK
2019 04 15
Page 2.

“Resolved that the report of the Manager of Recreation and Culture dated 2019 04 15 concerning the Request for Financial Assistance be received and that City Council approve a financial assistance grant in the amount of \$400.00 for Team iSMAK to attend the 2019 VEX Worlds Robotics Championships to be held in Louisville, Kentucky from April 28th – 30th, 2019 be approved.”

Respectfully submitted,

A handwritten signature in black ink, appearing to read "V McLeod". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM**

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Raquel Lehto

Address: [REDACTED]

Postal Code: [REDACTED]

Phone: [REDACTED] (H) [REDACTED] (W) Fax: [REDACTED]

Email: [REDACTED]

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: see attached list - 3 participants

Address: [REDACTED]

Postal Code [REDACTED]

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

VEX Worlds Robotics Championship

Date(s) of Competition:

April 28, 29, and 30th, 2019

Location of Competition:

Louisville, Kentucky

Name of Sports Governing Body:

Robotics Education & Competition Foundation (REC)

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Have you previously requested financial assistance from the City?

No no Yes _____ Amount \$ _____

If yes, please indicate the year(s):

If this application for funding is approved, the payment cheque should be payable to:

Raquel Lehto

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2019 03 11
Year Month Day

<u>Raquel Lehto</u>	<u>Coach</u>	<u>[Signature]</u>	<u>[Redacted]</u>
Name (Applicant)	Title (If applicable)	Signature	Phone Number
<u>Mark Carlucci</u>	<u>Robotics Coordinator</u>	<u>[Signature]</u>	<u>[Redacted]</u>
Name (Club Official)	Title	Signature	Phone Number

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2019 Road Resurfacing

PURPOSE

The purpose of this report is to obtain Council approval of the 2019 road resurfacing program.

BACKGROUND

Each year, the majority of the miscellaneous construction budget is allocated to road resurfacing. The \$1.3M miscellaneous construction budget is insufficient to meet the needs of many small capital construction items due to the increasing need to resurface roads. Further, rising construction costs are slowly eroding the effectiveness of the program especially when the budget has not been increased in decades. Several arterial and collector roads are in need of new surfaces, thereby requiring that a portion of the capital roads budget be redirected to resurfacing, which only defers capital road reconstruction.

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

- Class A: Asphalt roads with curbs and storm sewers
- Class B: Asphalt roads with roadside ditches
- Class C: Surface treated roads
- Class D: Gravel surfaces

The resurfacing budget includes allowances for surface treatment and for crack sealing. The City has many surface treated roads that would perform better with an asphalt surface. Surface treatment is a comparably inexpensive method of providing a hard surface on low-volume roadways. It does not perform well on higher volume roads, or bus routes. For several years, some of the surface treatment allocation has been used to convert class C roads that are bus routes to class B roads to improve longevity.

ANALYSIS

The recommended 2019 includes the following streets:

Class A:

- Grosvenor Ave – Bruce Street to Trelawne Avenue: Resurfacing
- *(Note that two other streets will be resurfaced under the capital roads plan: Bay Street from Gore to Pim, and St. Georges/McNabb between Grand Boulevard and Pim Street)*

Class B:

- Allen's Side Road – Second Line to Base Line: Resurfacing
- Ransome Drive – Rosita Street to Allen's Side Road: conversion from class C to class B, bus route
- Ellis Road – Nixon Road to Rosita Street: conversion from class C to class B surface, bus route
- Nixon Road – Ellis Road to Second Line: conversion from class C to class B surface, bus route

Class C (surface treatment)

- North Eden - Second Line to Eden Square
- Roosevelt Avenue – North Eden to south limit
- Cameron Avenue – Wawanosh Avenue to McNabb Street
- Blake Avenue – Champlain Street to McNabb Street

A quantity of crack sealing and full lane patches may be included in the tender, budget permitting.

FINANCIAL IMPLICATIONS

The 2019 resurfacing budget is \$1,980,000. That includes the allowance of \$1,250,000 in the 2019 capital roads budget and \$730,000 from miscellaneous construction.

STRATEGIC PLAN / POLICY IMPACT

Road resurfacing is linked to the asset management and infrastructure components of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2019 04 15 be received and that the 2019 road resurfacing program be approved.

Respectfully submitted,

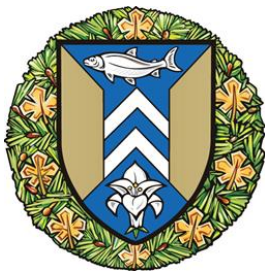
2019 Road Resurfacing

2019 04 15

Page 3

A handwritten signature in blue ink, appearing to read 'Don Elliott', with a stylized, cursive script.

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



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Investing in Canada Infrastructure Program – Candidate Project

PURPOSE

The purpose of this report is to obtain Council approval of the candidate project for the first intake of the Investing in Canada Infrastructure Program.

BACKGROUND

Canada and Ontario recently announced the first intake for the Investing in Canada Infrastructure Program (ICIP). The ICIP is a bilateral 10-year agreement between Canada and the Provinces for the investment of \$30 billion into infrastructure. There are four streams:

- Public Transit
- Green Infrastructure
- Community, Culture and Recreation
- **Rural and Northern Communities**

This recent intake announcement is for \$250 million in the Rural and Northern Communities stream only. Intakes for the other streams will likely follow soon. The objective of the current intake under the Rural and Northern Communities stream is to support improved and/or more reliable road assets, bridge assets, air infrastructure assets, and marine infrastructure assets. The maximum total eligible cost per project for a single applicant is \$5 million.

This intake is a competitive process with applications due May 14, 2019. The Province will review the applications, and will nominate projects to the Federal government for consideration. Estimated timelines suggest provincial recommendations in the summer, and federal funding decisions in the fall. Projects must be complete by October 31, 2026.

ANALYSIS

Senior Staff discussed several projects primarily in the road category. Possible candidates included Black Road widening between McNabb and Second Line, which awaits funding under the Connecting Link program, Sackville Road extension to Third Line, and Third Line

between Black Road and the entrance to the hospital. It was agreed by staff that the recommended project should be Third Line reconstruction.

This project fits well with the eligibility criteria, and the primary reasons for this recommendation are as follows:

- Critical road infrastructure – one of the main access routes to the hospital
- Technical merit - in need of increased platform width and improved vertical geometry
- Environmental Assessment has been completed – project can proceed to design and construction
- City road assets are in critical need of capital funds
- Good fit for \$5M project size criterion - costs are in the \$5-6 million range
- Priority project under the City's Asset Management plan and tentatively scheduled for reconstruction in 2020 in the five year capital roads plan
- Secondary truck route

It is recommended that Council authorize staff to submit an application to the ICIP under the Rural and Northern Communities stream for the reconstruction of Third Line between Black Road and the Hospital entrance.

FINANCIAL IMPLICATIONS

The project is scheduled for construction in 2020 using City capital funds. If the application is successful, the amount of funding can be redirected to other capital projects such as Queen Street revitalization in 2020, which is currently not fully funded in the capital plan. Staff can complete the application; however, there may be a small financial cost to the EA consultant to update the cost estimate. This cost can be procured within staff approval thresholds.

STRATEGIC PLAN / POLICY IMPACT

Road reconstruction is linked to the asset management and infrastructure components of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2019 04 15 be received and that the recommendation to designate the reconstruction of Third Line between Black Road and the Sault Area Hospital entrance as the candidate for the first intake of the Rural and Northern Communities stream under the Investing in Canada Infrastructure Program, be approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Don Elliott', is positioned above the contact information.

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



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design & Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Fort Creek Aqueduct Reconstruction – John Street Laneway

PURPOSE

The purpose of this report is to obtain approval to award Contract 2019-1E. The project includes the last two phases in improvements to the Fort Creek Aqueduct, which includes the reconstruction of the existing aqueduct that is located within the laneway on the east side of John Street between Edinburgh and Albert Streets.

BACKGROUND

Tenders received for Contract 2019-1E were opened at a public meeting Wednesday, March 27, 2019 in the Biggings Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

ANALYSIS

A total of two (2) tenders were received. All tenders submitted were found to be complete, checked for errors and corrected and are summarized on the attached report from Tulloch Engineering. The low tender of \$8,349,495.71 (excluding HST) was received from Avery Construction Limited.

The Engineering Division determined that there may be an economy of scale in designing and tendering both of these phases together as one project, and giving the contractor the ability to construct the works over 2 years. Accordingly, \$5.4M was budgeted in the 2019 capital roads budget and \$5.4M is projected in the 5-year capital plan for 2020 for a total estimated cost of \$10.8M.

FINANCIAL IMPLICATIONS

This project is part of the Small Communities Fund (SCF) portion of the Build Canada Fund (BCF) in which the City, the Province and the Federal government will share the \$31.26M project in thirds, or \$10.42M each.

When recoverable PUC costs are removed and allowances for engineering, utility relocation costs and non-recoverable HST are added, the total costs for this phase of the project are anticipated to be \$8,967,293. Within this amount, \$5,978,195 will be covered by the SCF grant and the remaining \$2,989,098 is the City's share. In the 2019 Capital

budget there is \$1,800,000 in City funding allocated to this project, and an additional \$1.8M in City funding is projected in the 2020 capital roadworks plan for a total of \$3.6M over the term of this contract. This represents an anticipated underrun of approximately \$600,000 below the original estimated City share. Since Council cannot approve an expenditure of the 2020 budget, staff recommends that the City's remaining share of \$1,189,098 be covered within the \$2.3M that the City had allocated in 2019 for its share of the 2019 Connecting Link project. The Black Road widening project is not anticipated to proceed in 2019 given that MTO has not announced a 2019 Connecting Link intake.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 04 15 concerning Fort Creek Aqueduct –John Street Laneway, be received and the recommendation that Contract 2019-1E be awarded to Avery Construction Limited and that \$1,189,098 be reallocated from the Black Road widening project to the Fort Creek Aqueduct reconstruction, be approved.

By-law 2019-97 authorizing execution of Contract 2019-1E and By-law 2019-98 authorizing the intermittent road closures of John Street at Edinburgh Street and Cathcart Street between John Street and Brown Street during the construction seasons in 2019 and 2020 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager, Design & Transportation
Engineering
705.759.5379
c.rumiel@cityssm.on.ca

Attach.

March 29, 2019
18-1166
Rev. 1

The Corporation of the City of Sault Ste. Marie
Engineering Department - Level 5
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Attention: Mr. Carl Rumiel, P.Eng.
Manager of Design and Transportation Engineering

Re: Contract 2019-1E
Fort Creek Aqueduct Reconstruction – Laneway – Edinburgh Street
to Albert Street

Dear Sir:

Provided herein is our Tender Evaluation Report and recommendations on the tenders received for City Capital Project 2019-1E, Fort Creek Aqueduct Reconstruction – Laneway – Edinburgh Street to Albert Street.

Project Description

The tendered work generally consists of the reconstruction of the large concrete box storm sewer from the inlet located at John Street/Edinburgh Street intersection, to the existing concrete box culvert located on the North side of Albert Street West. The route of the new box sewer is via the laneway located between Brown Street and John Street. The reconstruction work generally consists of the installation of new precast concrete arch structure inside the existing structure. The new storm sewer will also be connected to the existing bypass storm sewer on John Street. The project duration is anticipated to take 2 years to construct.

Tendering of the Works

The call for tenders was advertised in the City Information Column of the Sault Star on Saturday March 2nd, 2019 and with the Sault Ste. Marie Construction Association. The call for tenders was picked up by National Tender Advertising websites such as MERX. Copies of the Contract Documents were available at the City of Sault Ste. Marie Engineering Department, the Sault Ste. Marie Construction Association and the office of the Consultant.

Three (3) Addenda were issued to the contract. Tenders closed at the Civic Centre on March 27th, 2018 at 3:00 pm and were opened publically by representatives of the City and TULLOCH Engineering Inc. at approximately 3:15 pm on the same day.

Tender Prices

Two (2) tenders were received for the works. The tender prices excluding HST, as read at the tender opening were as follows:

Contractor	Total Tender Price	Rank
Avery Construction Ltd.	\$8,305,585.29	1
Pioneer Construction	\$10,425,535.31	2

The tenders were checked for arithmetic accuracy. An error of \$43,910.37 in Section C of the tender and minor errors of \$0.01 and \$0.37 were noted in the low bid of Avery Construction resulting in an increase of the submitted price. An error of \$451,038.80 for Part B within Pioneer Construction's bid was noted, resulting in a substantial increase to their submitted total price. The table below lists the corrected tender prices excluding HST. Note that the corrections do not change the ranking of the bids received.

Contractor	Total Tender Price	Rank
Avery Construction Ltd.	\$8,349,495.71	1
Pioneer Construction	\$10,876,574.11	2

All the tenders were submitted with the appropriate Tender Deposit in the amount of \$250,000.00, Agreements to Bond and other required documentation. The Tender Deposits were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of \$250,000.00. The pre-tender estimate for the work was \$9,086,142.56 excluding HST.

Tender Evaluation

Both tender submittals were complete, and no irregularities were found. The three Addenda that were issued were acknowledged by the bidders. The necessary Agreement to Bond were included and both tender submittals are considered formal.

Pricing Evaluation

The submitted corrected low bid of \$8,349,495.71, (excluding HST) is \$736,646.85 below our pre-tender estimate.

Completion Dates

The contract documents require that all work be completed by November 9th, 2020.

TULLOCH Engineering's Experience with the Low Bidder

TULLOCH Engineering is very familiar with Avery Construction Ltd. and has worked with them on numerous projects. Avery Construction's Tender Submission – Statement Sheet CD1, Tenderer's Experience on Similar Projects listed two (2) box sewer installation projects one of

which they were the prime contractor. Additionally, we know that Avery Construction regularly completes road reconstruction projects for the City of Sault Ste. Marie, and has done so for many years.

Based on the aforementioned and our experience working with the low bidder, TULLOCH Engineering is of the opinion that Avery Construction has sufficient experience, equipment and manpower to complete the project satisfactorily in the allotted timeframe.

Tender Validity

The tender contract documents stipulated that tenders be held open for acceptance for a period of 60 days following the closing date, or until May 29th, 2019.

Approvals

An Environmental Compliance Approval (ECA) from the Ministry of Environment and Climate Change (MOECC), under the Ontario Water Resources Act is required on this project prior to commencing with the construction. The ECA application is required for sewer and has been submitted under the Transfer of Review Program through City staff, and we expect to receive the approval shortly.

A permit from the Sault Ste. Marie Region Conservation Authority under Regulation 176-06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" has been submitted and we do not foresee any issues with such and fully expect a permit to be issued.

The waterworks portion of the contract is pre-approved under PUC's Drinking Water Works Permit (DWWP) and the appropriate documentation is on file with PUC Services Inc.

Recommendation

TULLOCH Engineering Inc. recommends that the City award the tender to Avery Construction Ltd. for a revised Total Tender Price of \$8,349,495.71 (excluding HST) subject to receipt of Environmental Compliance Approvals for sewage works from the Ministry of Environment and Climate Change.

Tender Deposits

We recommend that the tender bid bond deposits of Avery Construction Ltd. and Pioneer Construction, the two bidders, be retained until such time as a contract has been executed between the City and Avery Construction.

Conclusion

Enclosed with this report, please find the original copies of the submitted Tenders, a copy of the revised Schedule of Prices, together with a completed Agreement for your use at Council. Contract documents for execution are being finalized and will be forwarded to Avery Construction once official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,
TULLOCH Engineering Inc.

A handwritten signature in blue ink, appearing to read 'J. McDonald'.

John V. McDonald, P.Eng.
Project Manager

JVM/bt

Encls.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager of Design and Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Reconstruction of Leo Avenue

PURPOSE

The purpose of this report is to obtain approval to award Contract 2019-2E. The project includes the reconstruction of Leo Avenue from Queen Street East to Victoria Street.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the reconstruction of Leo Avenue is planned for 2019.

Tenders received for Contract 2019-2E were opened at a public meeting Wednesday, April 3, 2019 in the Steelton Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

ANALYSIS

A total of four (4) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report from WSP. The low tender of \$1,644,399 (excluding HST) was received from Boyer Construction Limited.

FINANCIAL IMPLICATIONS

When recoverable PUC costs are removed and allowances for engineering and non-recoverable HST are added, the City's cost to complete this project is projected to be \$1,585,516. This is above the allocation in the 2019 capital budget of \$1,437,000. When individual budget allocations are considered, the project is under the urban only allocation by \$99,138, it is over the overall capital allocation by \$205,451 and over the sanitary sewer budget by \$42,203.

However, the projects all carry contingency allowances built into the contracts that often are not spent. As subsequent tenders come in for the other projects, staff will monitor the 2019 Construction Program to ensure that they come in, on or near budget. Staff will continue to keep Council informed.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated 2019 04 15, concerning the reconstruction of Leo Avenue, be received and the recommendation that Contract 2019-2E be awarded to Boyer Construction Limited, be approved.

By-law 2019-95 authorizing execution of Contract 2019-2E and By-law 2019-96 authorizing the road closure of Leo Avenue between Queen Street East and Victoria Street from May 30, 2019 until October 31, 2019 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager, Design & Transportation
Engineering
705.759.5379
c.rumiel@cityssm.on.ca

Attach.



April 04, 2019

Mr. Carl Rumiel, P.Eng.
Design & Construction Engineer
Corporation of the City of Sault Ste. Marie
99 Foster Drive, Civic Centre
Sault Ste. Marie, ON P6A 5N1

Dear Mr. Rumiel:

Subject: City Contract No. 2019-2E - Leo Avenue Reconstruction - Tender Report

We are pleased to provide our Tender Evaluation Report and recommendation for the Tenders received for the reconstruction of Leo Avenue.

PROJECT DESCRIPTION

The work generally consists of the complete reconstruction of Leo Avenue, from Queen Street East to Victoria Avenue including storm and sanitary sewers, watermains, appurtenances and service connections.

TENDERING OF THE WORKS

The call for tenders was advertised in the City Information Column of the Sault Daily Star on March 9, 2019. Copies of the contract documents were also made available for review at the Sault Ste. Marie Construction Association as well as the Consulting Engineer's office.

Three Addendums were issued to the contract on March 20, March 28, and April 1, 2019.

Tenders closed at the Civic Centre on April 3, 2019 at 3:00 p.m. and were opened publicly in the Steelton Room by representatives of the City and WSP, at approximately 3:15 p.m. on the same day.

TENDER PRICES

Four (4) tenders were received for the works. The tender prices, inclusive of H.S.T. were as follows:

CONTRACTOR	TOTAL TENDER PRICE (INCLUDING HST)	RANKING
Boyer Construction	\$ 1,858,170.87	1
Avery Construction	\$ 1,878,997.67	2
Palmer Construction	\$ 1,943,215.80	3
Trimount Construction	\$ 1,948,450.16	4

185 East Street
Sault Ste. Marie, ON
Canada P6A 3C8

T: +1 705 942-2070
F: +1 705 942-3532
wsp.com



The tenders were checked for arithmetic accuracy, Boyer Construction's tender had a minor arithmetic error resulting in a **corrected Total Tender Price of \$1,855,006.87**. The ranking remained unchanged.

All of the tenders were submitted with the appropriate Tender Deposit in the amount of 10% of the tender price, Agreements to Bond, and other required documentation. The Tender Deposits were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of \$100,000.

A breakdown of the bids by Tender Items is attached.

The Pre-Tender Estimate for the work was \$1,786,483.67 (including HST).

WSP'S EXPERIENCE WITH THE LOW BIDDER

WSP is very familiar with Boyer Construction and have worked on several municipal projects with them. It is our opinion that they are qualified and have the ability to successfully complete the assignment.

COMPLETION DATE

The contract documents required that all work be Complete by October 25, 2019. Final paving and restoration must be completed by June 30, 2020.

TENDER VALIDITY

The contract documents stipulated that tenders be open for acceptance for a period of 60 days following the closing date, or until June 2, 2019.

APPROVALS

An Environmental Compliance Approval under the Ontario Water Resources Act for sewer works on the project is required from the Ministry of the Environment, Conservation and Parks (MECP) prior to commencing construction. The application for this approval has been made, and we expect to receive the approval shortly.

AWARD

WSP recommends that the City award the Tender to 1531161 Ontario Inc. o/a Boyer Construction for a corrected Total Tender Price of \$1,855,006.87 (inclusive of HST), subject to receipt of the Environmental Compliance Approval for the sewage works from the MECP.

Attached with this letter is the required City Agreement between Boyer Construction and the City of Sault Ste. Marie.

TENDER DEPOSITS

We recommend that the tender deposits for 1531161 Ontario Inc. o/a Boyer Construction and Avery Construction, the two low bidders, be retained until such time as a contract has been executed between the City and Boyer Construction.



The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Marc Pilon', written over a light blue circular stamp.

Marc Pilon, P.Eng.
Project Manager

Encl.

WSP ref.: 181-13698-00



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: City Laneway Cleanup – Costs Recovery Measures

PURPOSE

The purpose of this report is to provide information to Council regarding a resolution dated May 28th, 2018 moved by Councillors Niro and Shoemaker for consideration on a cost recovery mechanism for refuse clean up when left on laneways and other city owned property.

BACKGROUND

For many years, the City has relied on, and continues to rely on, a multipronged approach to clean up, perform remediation and the collect costs when refuse is improperly disposed of on city property. In addition to provincial legislation and enforcement from the Ministry of Environment, Conservation and Parks (MOECP), the City's efforts can involve Police, By-law enforcement and the Public Works Department.

The MOECP process can be summarized as follows:

- A range of regulatory tools and penalties are available, including investigation and possible prosecution.
- Under the *Environmental Protection Act* an individual or company could face significant penalties for each offence committed.
- An Environmental Officer can assess the site and make all reasonable efforts to find the owner of the waste and require them to remove it.
- If the person who owns the waste cannot be found then the owner is required to remove the waste and clean up the site as soon as possible.
- Collection of personal costs can be discussed with the owner's insurance provider.

In practice, the MOECP does not respond to issues of improper waste disposal unless the consequences are substantial.

The City's recently passed Waste Collection By-law states in Section 12 that:

City Laneway Cleanup – Costs Recovery Measures

2019 04 15

Page 2.

Where waste or recyclables are not collected for any reason and are left to cause an untidy or unsanitary condition, the Deputy CAO shall make a written demand to the Owner/Occupant requesting removal. Should the Occupant fail to perform the work necessary to remove the waste, it will be performed by the City, and failing payment by the Owner/Occupant within ten (10) days after notice in writing of the cost of such work, the cost will be recovered in the same manner as Municipal taxes.

This process allows costs to be collected on the tax roll if not paid upon demand. In addition, and depending on the factual circumstances, the City can resort to civil action for the recovery of costs or turn to its insurance policy if the matter warrants.

Paragraph 9(1)(d) of the City's Streets and Related matters By-law sets out an offence for a person who fouls or encumbers a street with materials that includes rubbish. A Street is defined as encompassing: any common or public highway, road, street, lane, alley, bridge, square, place, thoroughfare or way within the City Subsection 14(2) of the By-law goes on to authorize that:

In default of the doings of any matter or thing by any person required by the provisions of this by-law to do it, such matter or thing shall be done by the Corporation at his or her expense, and the expense incurred in doing it shall be recovered by action, or in like manner as municipal taxes or from any deposit made hereunder.

ANALYSIS

A specific cost collection process for refuse left on laneways and other city owned property was reviewed and considered by relevant staff and are deemed to be best covered under the current operations and legislation. Current procedures include the multipronged means outlined above wherein legislative and civil remedies exist. Both By-law Enforcement and Public Works play an active role in the process of cleaning and recovering costs within the above framework. The MOECP can further offer relief, but does so primarily in more aggravating scenarios.

Legal believes that the lack of tools to recover costs is not of issue in the City's case. The primary point of issue rest solely on an uncontrollable element to the act, which is the identification of culprits. Like with other offences, this continues to be an issue caused purely by the nature of the act of dumping refuse. This act is primarily carried out in the cloak of darkness and when witnesses are absent making holding a specific person accountable and often times causing the owner of the land to remedy the issue with little recourse. In situations where the City is left to bare the cost of clean up without any recourse, the act of the offender in essence has a direct cost to all constituents, including the offender. Further, the concept of applying the cost to remedy is only viable in situation where identification can be established.

City Laneway Cleanup – Costs Recovery Measures

2019 04 15

Page 3.

Furthermore, when in the field responding to rubbish, often a staffer is left with the difficult decision to balance time and the costs of cleanup. To remedy the issue by removing the rubbish is sometimes faster and more cost effective than chasing down an endless trail. That said, the above collection measure are not shied away from when the situation is ripe for the picking.

Finally, staff are hopeful that education in conjunction with the new Waste Collection By-law and simplified residential waste disposal procedures, will have a positive effect to reduce incidents and the negative impacts of improper refuse disposal.

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 and not process with any further action.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/tj

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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Deeming By-law – Wilding Park Subdivision, Plan 6541 (534 Wallace Terrace and 101 McFadden Avenue) (Reliable Automotive & Industrial Radiator Inc.)

PURPOSE

The purpose of this report is to bring to Council a request received from the solicitor for the owners of LT 258-263 PL 6541 KORAH; PT LT 257, 285 PL 6541 KORAH AS IN T371531; PT LANE PL 6541 KORAH CLOSED BY T220739 PT 5 1R4796; SAULT STE. MARIE (PIN 31593-0225) (534 Wallace Terrace and 101 McFadden Avenue) (Reliable Automotive & Industrial Radiator Inc.)

ATTACHMENT

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

BACKGROUND

The solicitor for the owners of LT 258-263 PL 6541 KORAH; PT LT 257, 285 PL 6541 KORAH AS IN T371531; PT LANE PL 6541 KORAH CLOSED BY T220739 PT 5 1R4796; SAULT STE. MARIE (PIN 31593-0225) (civic 534 Wallace Terrace and 101 McFadden Avenue) have requested that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

ANALYSIS

The request has been circulated to Don McConnell, Director of Planning & Enterprise Services, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of these properties.

FINANCIAL IMPLICATIONS

Approval of this report will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that By-law 2019-77 which has the effect of deeming LT 258-263 PL 6541 KORAH; PT LT 257, 285 PL 6541 KORAH AS IN T371531; PT LANE PL 6541 KORAH CLOSED BY T220739 PT 5 1R4796; SAULT STE. MARIE (PIN 31593-0225), Wilding Park Subdivision, Plan 6541 as not being part of a plan of subdivision be recommended for approval. By-law 2019-77 appears elsewhere on the agenda.

Respectfully submitted,



Karen Fields
City Solicitor

KF/da
Attachment

Schedule "A"

Douglas Street

Carufel Avenue

McFadden Avenue

Wallace Terrace



Subject Property

Subject Property

553 551

549

545

543

541

539 B 539 A

559

561

120

123

122

120

118

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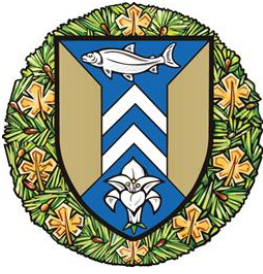
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534

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102

101



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Prince Township Agreement for Building Inspection Services

PURPOSE

The purpose of this report is to seek Council's approval of a renewing agreement (the "Agreement") between the City of Sault Ste. Marie (the "City") and the Township of Prince (the "Township"). The Agreement outlines the terms and conditions of the plans examination and building inspection services (the "Plans Examination & Inspection Services") that the City provides to the Township.

BACKGROUND

In 2014 the City and the Township entered into an agreement whereby the City would provide Plans Examination & Inspection Services to the Township for an annual fee of \$7,000.00 plus H.S.T., plus an additional \$50.00 per hour for any non-residential development Inspection Services. This agreement expired and a new agreement was entered into with a term of one year. The new Agreement would be a four year term to align with the election years.

ANALYSIS

As both parties wish to renew the agreement and continue the said services, the Legal Department has drafted the above mentioned Agreement. The Agreement follows the same terms, save for the duration, the City will continue to collect fees directly from the permit applicant. The fees for the required permit are based on the service index as listed in Schedule "A" to the Agreement and are the same as the fees paid by residents of the City of Sault Ste. Marie. This amount shall comprise the full cost of The Building Division Plans Examination & Inspection Services inclusive of enforcement and clerical duties, mileage and miscellaneous expenses for inspections related to all Building Classification. The term of the Agreement will be four years commencing on January 2, 2019 and ending December 31, 2022. Either party can cancel the Agreement at any time by giving thirty days' notice.

Prince Township Agreement for Building Inspection Services

2019 04 15

Page 2.

FINANCIAL IMPLICATIONS

The Building Division collects permit fees from residents of the Township, which covers the costs of the Plans Examination & Inspection Services.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-84 authorizing the execution of the Renewing Agreement appears elsewhere on the agenda and is recommended for approval.

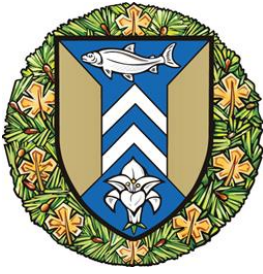
Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jeffrey King', is written over a faint, larger blue ink signature that is partially visible in the background.

Jeffrey King
Solicitor/Prosecutor

JK/tj

FILE # B1.6 \\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\Prince Township Agreement for Building Inspection Services.docx



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

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Housekeeping (McNabb Street to Gladstone Avenue Project –
Great Lakes Honda 415 Pim Street)

PURPOSE

The purpose of this report is to request Council's approval of an Agreement between the City and Sault North Holdings Ltd. o/a Great Lakes Honda. The Agreement allows the registration of a City easement and the transfer and leaseback of certain City owned lands.

BACKGROUND

On July 16, 2018 City Council approved the Agreement between the City and Sault North Holdings Ltd. o/a Great Lakes Honda and By-law 2018-145 was recommended for approval.

On July 16, 2018 City Council approved By-law 2018-145 which inadvertently authorized the execution of the Agreement between the City and Sault North Auto Ltd. o/a Great Lakes Honda.

SCHEDULE "A"

Attached as Schedule "A" is a copy of the Council Report dated July 16, 2018.

ANALYSIS

As the Agreement inadvertently referred to Sault North Auto Ltd., it was necessary to obtain a new Agreement between the City and Sault North Holdings Ltd. o/a Great Lakes Honda.

FINANCIAL IMPLICATIONS

As previously advised estimated costs associated with the Project, including additional improvements or arrangements, are included in the City's total approved capital budget for the Project of \$5,538,542. This amendment does not change that.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-88 authorizing the execution of the corrected Agreement and repealing By-law 2018-145 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. Fields', is positioned above the printed name and title.

Karen Fields
City Solicitor

KF/da



Schedule "A"

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 16, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: McNabb Street to Gladstone Avenue Project – Great Lakes Honda – 415 Pim Street

PURPOSE

The purpose of this report is to request Council's approval of an Agreement (the "Agreement") between the City and Sault North Holdings Ltd. o/a Great Lakes Honda ("GLH"). The purpose of the Agreement is to allow for the registration of a City easement and the transfer and leaseback of certain City owned lands.

BACKGROUND

On May 29, 2017 Council approved the Revised McNabb Street to Pim Street Drainage Improvements (the "Project") and awarded Contract 2017-3E to Boyer Construction Limited. This Project requires easements be obtained for several properties and access be granted to the City to complete the work and maintain the storm sewer system.

ANALYSIS

The Agreement stipulates that GLH will grant to the City an easement over a portion of their property for the purposes of completing and maintaining the City's storm sewer system. In exchange, the City will transfer to GLH certain City owned lands abutting GLH's property, which includes the City snow dump site (the "Subject Property"). GLH will lease back the snow dump site (for consideration of \$1) to the City for a period of 5 years or until the City secures another site(s) for the snow dump, whichever comes first.

The agreement allows GLH to use the snow dump site lands (while the City still occupies the site) for the following purposes: to place snow removed from GLH's property onto lands in the winter, and to use the lands as a test track area for ATVs in the summer.

McNabb Street to Gladstone Avenue Project – Great Lakes Honda – 415

Pim Street

2018 07 16

Page 2.

City departments were consulted on the sale and leaseback and provided the following comments:

- 1) The City will need to retain an easement over the Subject Property in order access the storm water management facilities and other culverts/sewers located there.
- 2) Bell and PUC will require easements over a portion of the Subject Property.
- 3) The Blake Street right of way is currently being used by abutting property owners for access and parking, in accordance with an existing Encroachment Agreement.
- 4) The Subject Property is under the jurisdiction of the Sault Ste. Marie Region Conservation Authority (“SSMRCA”) and any proposed development would require a permit from the SSMRCA. Further, filling or dumping on the slopes or ravine is prohibited and any future building within 15 meters of the top of the slope setback would require a geotechnical review and/or engineered footings.

These comments were addressed in the Agreement to the satisfaction of City departments. For instance, the Agreement sets out that the Encroachment Agreement shall be assigned to GLH in order to allow the abutting property owner to continue using the Blake Street right of way for parking and access purposes.

Further, the City shall retain easement rights over the sloped bank for maintenance purposes, and Bell and PUC shall retain easement rights in order to accommodate their respective facilities.

FINANCIAL IMPLICATIONS

Estimated costs associated with the Project, including additional improvements or arrangements, are included in the City’s total approved capital budget for the Project of \$5,538,542.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

McNabb Street to Gladstone Avenue Project – Great Lakes Honda – 415

Pim Street

2018 07 16

Page 3.

By-law 2018-145 authorizing the execution of the Agreement appears elsewhere on the agenda and is recommended for approval.

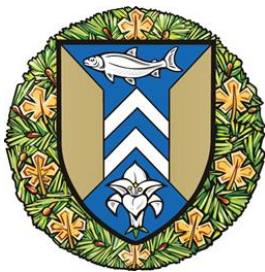
Respectfully submitted,

A handwritten signature in dark ink, consisting of a stylized 'N' followed by a long horizontal stroke that curves slightly upwards at the end.

Nuala Kenny
City Solicitor

NK/hh

mw \\citydata\\Legal\\Dept\\Legal\\Staff\\COUNCIL\\REPORTS\\2018\\McNabb Street to Gladstone Avenue Project - Great Lakes Honda - 415 Pim Street.docx



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: MUNICIPAL CAPITAL FACILITIES EXEMPTION REQUEST –
1972703 ONTARIO INC., OPERATING AS BEAVERTAILS, ROBERTA
BONDAR PARK

PURPOSE

The purpose of this report is to recommend that Council authorize a Municipal Capital Facilities Agreement between the City and 1972703 Ontario Inc. On March 18, 2019, the City entered into an agreement with 1972703 Ontario Inc. (operating as Beavertails) in the Roberta Bondar Park. The report also seeks Council's authorization of a by-law exempting 1972703 Ontario Inc. from taxation for municipal and school purposes. Finally, the report requests Council's approval for a declaration pursuant to section 6(1)(b) of Ontario Regulations 603/06, namely that property used by 1972703 Ontario Inc. located at Roberta Bondar Park is for the purpose of the municipality and is for public use.

SCHEDULE "A"

Attached as Schedule "A" is a drawing showing the Subject Property.

BACKGROUND

1972703 Ontario Inc. contacted the City to request permission to lease the Subject Property for the purpose of a restaurant/lounge/retail space. On March 18, 2019 Council authorized an Agreement with the City as Landlord and 1972703 Ontario Inc. as Tenant for the Subject Property.

Section 110 of the *Municipal Act*, 2001 authorizes a municipality to enter into a Municipal Capital Facilities Agreement which in turn will exempt a municipal capital facility from taxes levied for municipal and school purposes.

ANALYSIS

The City owns the lands and premises located at Roberta Bondar Park. Further, the City entered into a lease agreement with 1972703 Ontario Inc. for a restaurant/lounge/retail space comprising a portion of the southwest building and patio area at Roberta Bondar Park and shown on Schedule "A" attached hereto, consisting of approximately 750 square

feet of leasable area. Designating the property as a municipal capital facility and providing an exemption from taxes will assist in attracting tourists to the waterfront as well as increasing tourism opportunities for the numerous cruise ships which dock in this area. An agreement between the City and 1972703 Ontario Inc. is necessary to declare the lands and premises a Municipal Capital Facility for 1972703 Ontario Inc. to enjoy the tax exemption status provided under section 110 of the *Municipal Act, 2001*.

Further, a resolution by Council is required, declaring that the Roberta Bondar Park property is for the purposes of the municipality and is for public use in order to finalize the exemption process pursuant to section 6(1)(b) of Ontario Regulations 603/06.

FINANCIAL IMPLICATIONS

The property located in the Roberta Bondar Park is owned by the City and is being leased to 1972703 Ontario Inc. Although properties owned by the City are typically exempt from taxation, 1972703 Ontario Inc. is a taxable tenant and therefore subject to taxation. The annual property taxes are estimated at \$3,820 (municipal \$2,795, education \$1,025).

Providing a property tax exemption will result in forgoing approximately \$2,795 in municipal property tax revenue. The education portion will no longer be required to be remitted once the exemption takes effect and will have no impact to the City.

STRATEGIC PLAN / POLICY IMPACT

Not Applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

WHEREAS section 110 of the *Municipal Act, 2001* S.O. c.25 as amended authorizes a municipality to enter into a Municipal Capital Facilities Agreement; and

WHEREAS section 110(6) of the *Municipal Act, 2001* authorizes a municipality to exempt all or part of the taxes on which a Municipal Capital Facility is located ; and

WHEREAS section 6(1)(b) of O. Reg. 603/06 Council for the Municipality authorizes the said taxation exemption for 1972703 Ontario Inc. located at Roberta Bondar Park for the purpose of the municipality and are for public use;

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie enacted By-law 2019-85 on April 15, 2019 authorizing an agreement between The Corporation of the City of Sault Ste. Marie and 1972703 Ontario Inc. located at Roberta Bondar Park, identified as assessment roll number 57-61-020-044-018-00-0000-00 as a Municipal Capital Facility for cultural, recreational or tourist purposes for the public; and

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie enacted By-law 2019-86 on April 15, 2019, exempting 1972703 Ontario Inc. located at Roberta Bondar Park from taxation for municipal and school purposes for the lands and Municipal Capital Facilities located thereon; and

NOW THEREFORE be it resolved that By-law 2019-85 which authorizes the execution of the agreement between the City and 1972703 Ontario Inc. for the provision of a Municipal Capital Facility at 1972703 Ontario Inc., located at Roberta Bondar Park appears elsewhere on the agenda and is recommended for approval. Further By-law 2019-86 appears elsewhere on the agenda and exempts 1972703 Ontario Inc., located at Roberta Bondar Park from taxation for municipal and school purposes for the lands and Municipal Capital Facilities thereon and is recommended for approval.

Respectfully submitted,



Karen Fields
City Solicitor

KF/da

Schedule "A"

Appendix A



Areas circled in yellow denote area to be licensed under AGCO.

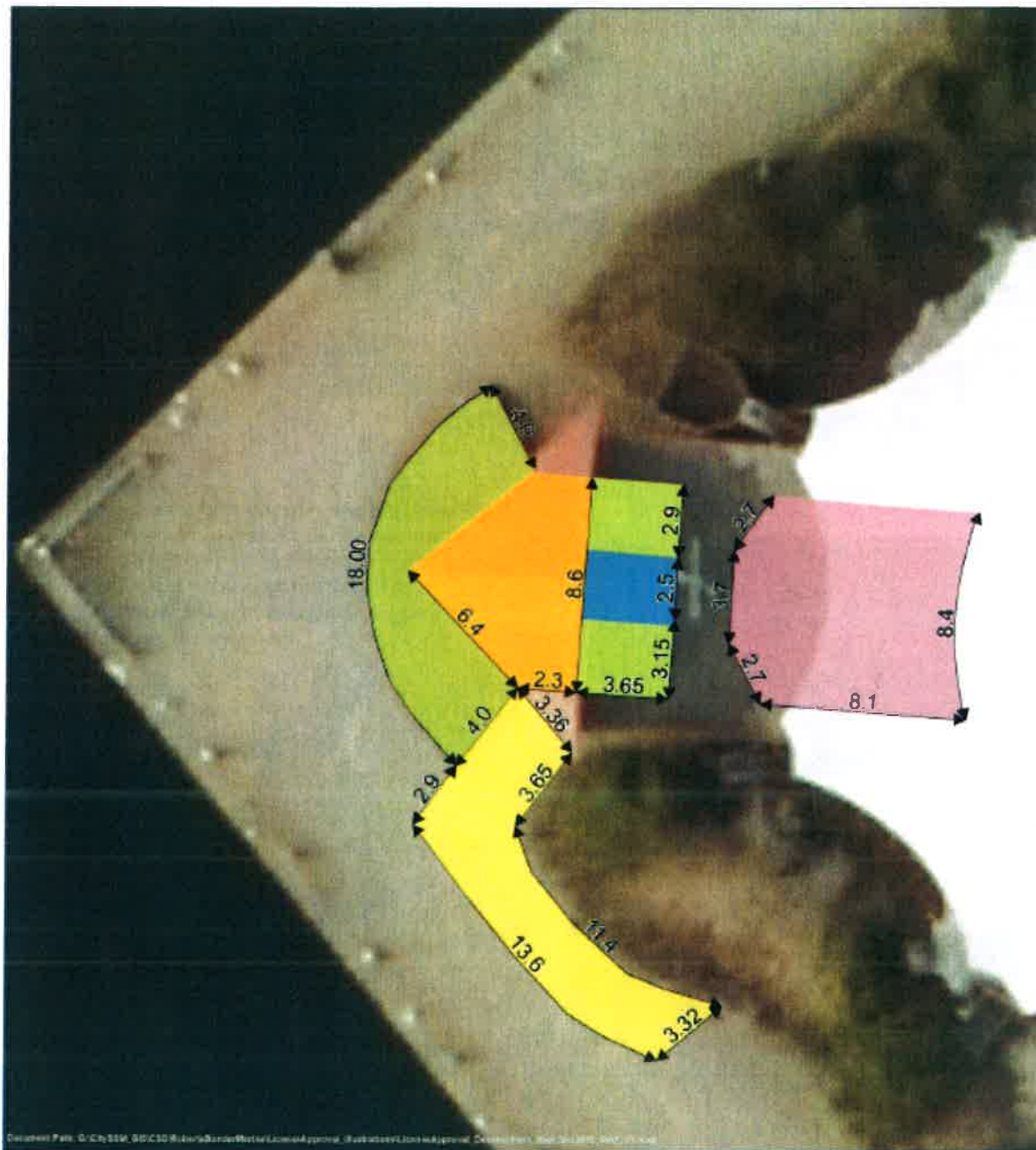
Below the flower bed area will be removed; replaced with patio stone for seating area base and a section of the concrete surround will be cut out for access (red circled area below)

Additional railing will be added on the curved concrete to surround the seating area.



Schedule "A"

Appendix B



Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment ☒ Illustration	Legal Department Reference	 City of Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Services Department 98 Foster Drive, Sault Ste. Marie, ON P6A 5X6 SaultSteMarie.ca 765-759-5368 planning@cityssm.on.ca This map is for general reference only. Orthorectified: 2016 20cm Colour Projection: UTM Zone 18N WAD: 1983 UTM Zone 18N GCS North American 1983 1" = 100' 0 100 200 300 400 500 North Arrow
Property Information Civic Address: 65 Foster Drive Roll No.: 020044015000090 Map ID: Roberta Bondar Park Marina Development Date Created: Dec. 12, 2018	Legend Water Working: 20' (1m x) Berthing: 10' (1m x) Outdoor Piers: 48' (1m x) Storage: 25' (1m x) Outdoor Spillway: 5' (1m x) Wharves: 73' (1m x)	



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

COUNCIL REPORT

April 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: MUNICIPAL CAPITAL FACILITIES EXEMPTION REQUEST – MILL MARKET, HURON STREET

PURPOSE

The purpose of this report is to recommend that Council authorize a Municipal Capital Facilities Agreement between the City and the Mill Market Inc. The report also seeks Council's authorization of a by-law exempting the Mill Market Inc. from taxation for Municipal and school purposes. Finally, the report requests Council's approval for a declaration pursuant to sections 110(1) and (6(c)) of the *Municipal Act, 2001* that is, that this property is "used or intended to be used for a service or function that may be provided by a municipality" and section 6(1)(b) of Ontario Regulation 603/06, namely that the Mill Market located at Huron Street is "for the purposes of the municipality and are for public use".

SCHEDULE "A"

Attached as Schedule "A" is a drawing showing the Subject Property.

BACKGROUND

Mill Market Inc. had contacted the City to request permission to lease the Subject Property for the purpose of housing a temporary Farmers' Market and related uses, referred to as the Mill Market. Through negotiations with the City's Planning and Legal Departments, Mill Market Inc. proposed to remediate and clean the Subject Property at no cost to the City, in exchange for occupying the Subject Property. Following the remediation of the Subject Property, Mill Market Inc. agreed to provide the City certification from a professional Engineer that confirmed the Subject Property had been successfully remediated. Upon receipt of such certification to the satisfaction of the City, Mill Market Inc. started operating the Farmers' Market and related uses on the Subject Property.

MUNICIPAL CAPITAL FACILITIES EXEMPTION REQUEST – MILL MARKET, HURON STREET

2019 04 15

Page 2.

Section 110 of the *Municipal Act*, 2001 authorizes a municipality to enter into a Municipal Capital Facilities Agreement which in turn will exempt a Municipal Capital Facility from taxes levied for municipal and school purposes.

ANALYSIS

The City owns the lands and premises located at Huron Street. Further, the City entered into a lease agreement with the Mill Market Inc. for a Farmers' Market along with associated parking on the Subject Site and related uses. Designating the property as a municipal capital facility and providing an exemption from taxes will assist in attracting tourists to the waterfront as well as increasing tourism opportunities for the numerous cruise ships which dock in this area. An agreement between the City and the Mill Market Inc. is necessary to declare the lands and premises a Municipal Capital Facility for the Mill Market Inc. to enjoy the tax exemption status provided under section 110 of the *Municipal Act*, 2001.

Further, a resolution by Council is required, declaring that the Mill Market property is for the purposes of the municipality and is for public use in order to finalize the exemption process pursuant to section 6(1)(b) of Ontario Regulation 603/06.

FINANCIAL IMPLICATIONS

The property located at 00 Huron Street is owned by the City and is being leased to Mill Market Inc. Although properties owned by the City are typically exempt from taxation, Mill Market Inc. is a taxable tenant and therefore subject to taxation. The annual property taxes are estimated at \$25,660 (municipal \$18,770, education \$6,890).

Providing a property tax exemption will result in forgoing approximately \$18,770 in municipal property tax revenue. The education portion will no longer be required to be remitted once the exemption takes effect and will have no impact to the City.

STRATEGIC PLAN / POLICY IMPACT

Not Applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

WHEREAS section 110 (1) of the *Municipal Act*, 2001 S.O. c.25 as amended authorizes a municipality to enter into a Municipal Capital Facilities Agreement; and

WHEREAS section 110(6) of the *Municipal Act*, 2001 authorizes the Council of a municipality to exempt all or part of the taxes on which a municipal capital facility is located; and

MUNICIPAL CAPITAL FACILITIES EXEMPTION REQUEST – MILL MARKET, HURON STREET

2019 04 15

Page 3.

WHEREAS section 6(1)(b) of O. Reg. 603/06 Council for the Municipality authorizes the said taxation exemption for the Mill Market located on Huron Street for the purpose of the Municipality and are for public use; and

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie enacted By-law 2019-78 on April 15, 2019 exempting from all or part of the taxes levied for municipal and school purposes the land on which a municipal capital facility is located, namely the Mill Market located on Huron Street, identified as assessment roll number 57-61-040-031-104-01-0000-00; and

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie enacted By-law 2019-78 on April 15, 2019, exempting the Mill Market Inc. located on Huron Street from taxation for municipal and school purposes for the lands and Municipal Capital Facilities located thereon; and

NOW THEREFORE be it resolved that By-law 2019-78 which authorizes the execution of the agreement between the City and Mill Market Inc. for the provision of a Municipal Capital Facility at the Mill Market, located on Huron Street appears elsewhere on the agenda and is recommended for approval. Further By-law 2019-79 appears elsewhere on the agenda and exempts the Mill Market Inc., located on Huron Street from taxation for municipal and school purposes for the lands and Municipal Capital Facilities thereon and is recommended for approval.

Respectfully submitted,



Karen Fields
City Solicitor

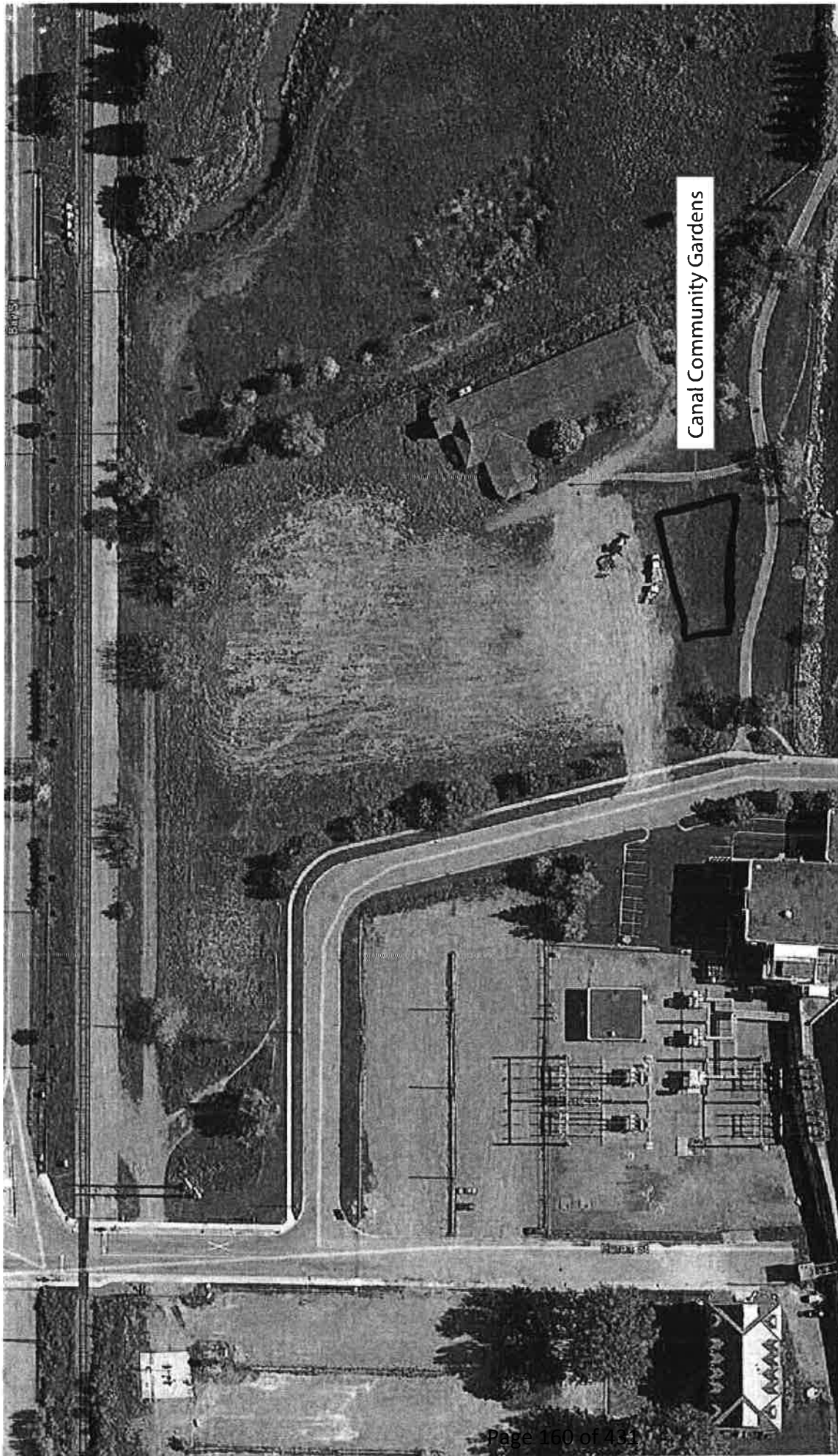
KF/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\MUNICIPAL CAPITAL FACILITY MILL MARKET INC.DOCX

MUNICIPAL CAPITAL FACILITIES EXEMPTION REQUEST – MILL MARKET, HURON STREET

2019 04 15

Page 4.



Schedule "A"

April 14, 2019

Good morning Mr. White;

My neighbours have come up with some interesting questions for me to seek answers. Some may go to accounting or taxation. Some may go to planning or to another department with which I do not know about yet. I trust your knowledge of the ins and outs of city hall to direct them appropriately.

To ensure openness and transparency, please copy this request for the council for their meeting of April 15.

At the end of the council meeting of April 1, 2019, one of the developers, indeed the last person allowed to speak even though others had risen to address the council, made a comment, which might have been interpreted as threatening. He challenged the council with 'if this project does not go through, what will you do with this property?' or words to that effect.

Several questions which require answers have arisen:

We were under the impression that the developer had purchased the property.

If the property belongs to the developers then it is **their challenge** to find a use for the property, which addresses the very many fiscal, demographic, environmental and esthetic concerns which have been raised by residents of the neighbourhood.

Some neighbours have expressed concern that the city might revert to using the as a snow dump. My impression is that the city does not dump on private property. The taxpayers in the city would be very concerned to find that the city had in its budget the funds to lease/rent that property for snow dumping. Or do they?

If the developers did purchase the property, were there conditions, waivers or stipulations which the city must fulfill? If so, what were they? Such information might shed light on the lightening speed with which this rezoning has whipped through planning and council.

Thank you for the time and effort that you have put in to address the very many issues which are causing so much stress in our family oriented, heritage neighbourhood. We look forward to what your research into our concerns reveals.

Yours respectfully,

M. Loretta Harrison

Copies: Mayor

Councillors

Neighbours

April 12, 2019

Loretta Harrison
36 Hearst St.
City P6B1J7

Councilor Vezeau-Allen;

I realize that you will not be able to move to reconsider or postpone the implementation of the rezoning application for A-8-19-Z (22 MacDonald AVE.) Perhaps you could persuade fellow councilors, such as Mr. Dufour to reconsider the council's very hasty discussion made with incomplete and in some cases erroneous information. When looking at the reports and information, which was provided for council, my husband noted the absence of mention of sewers. This morning, I did review the Tulloch engineering report. If I read the report correctly, currently there is no sewer, water or PUC service to the property.

My concerns:

The plan calls for the sewers and water to be connected through MacDonald Ave. to Fauquier Ave.

How is that traffic going to get up the hill when MacDonald is closed for construction? Who will pay the costs for this construction?

Looking at the map in the planning documents, there will be similar road closures and expenses to bring water to the property. Who will absorb this cost? If the city, was council provided with estimates of the costs? Estimates were not in any of the public documents, which I had access to.

The PUC also lists the building of a transformer because the developer does not want power coming from 2 sources. Who will pay these costs? What are the estimates?

If it is the city, neighbours and other citizens need to know that their tax dollars are supplementing a luxury seniors' residence, when 30 to 40 percent of the clients will not even spend the winter in these luxury accommodations.

I am formally requesting that my questions and answers be entered into the public minutes.

Citizens want to know how much of their tax dollars are going into luxury seniors' accommodation when that is not a demonstrated need.

Thank you for your time and service to our community.

Respectfully,

M. Loretta Harrison
M. Loretta Harrison

Copies: neighbours

Council

City Staff

Councilor Vezeau-Allen;

I am sending you this letter because you expressed sincere concern regarding Macdonald Ave.'s ability to handle the additional traffic. The more that neighbours and I consider our neighbourhood, the more concerned we become about the ability of MacDonald, Gladstone and Bruce Streets to handle the additional traffic. Especially since the city is also considering adding the traffic from a new fire hall to the mix.

You said that you knew the area, then you know that when MacDonald is closed for construction, its traffic will cause increased congestion on Bruce hill. Those 'in-the-know' will go up Hearst hill, a narrow road that ends in a sharp curve. We had city buses using Hearst and Lansdowne during recent, albeit necessary construction on Bruce Street. That is an invitation to accidents.

As an aside, during the discussion of MacDonald's unsuitability, you were assured that there is no parking on MacDonald. In fact there is. The parking on Macdonald, which touches Gladstone, goes right to the corner, the exact spot where the streets touch.

Have a good week-end.

Loretta

April 13, 2019

Councilor Dufour;

I am forwarding a copy of the email which I sent to councilor Vezeau-Allen regarding the council's recent decision on the MacDonald 22 rezoning application.

M.L. Harrison

Copy: Councilor Vezeau-Allen

TO THE CITY COUNCIL OF Sault Ste. Marie Ont.

We, the eligible voters and property owners Ward 2, PETITION CITY COUNCIL
to RECONSIDER OR DELAY, PASSING INTO BYLAW the re-zoning of
22 MACDONALD AVE to facilitate the construction of a 12 STOREY 90 UNIT
APARTMENT BUILDING Application # A-8-19-Z)) WE OBJECT TO THIS

RECEIVED
CITY CLERK

APR 15 2019

NO.: 53843

PROJECT GOING AHEAD

Chadwick

Name	Address	Date	Postcode	Signature
1. John H. Crowder	75 Fauquier Ave	April 12 2019	P6B2P2	John Crowder
2. Julie Fongemyl	59 Fauquier Ave	April 12 2019	P6B2P2	[Signature]
3. Andrew Greenfield	59 Fauquier Ave	April 12, 2019	P6B2P2	[Signature]
4. Marie MacKay	178 Woodward Ave	Apr 12 / 19	P6A 3T7	[Signature]
5. Tim Beckwith	63 Fauquier Ave	Apr 14 / 19	P6B 2P2	[Signature]
6. Katherine Ray	63 Fauquier Ave	Apr 14 / 19	P6B 2P2	[Signature]
7. Lincoln Lottitt	27 Barron Ave.	Apr 14 / 19	P6B 1E7	[Signature]
8. Jennifer Lottitt	27 Barron Ave	April 14 / 19	P6B 1E7	[Signature]
9. Bolding Shaugbnessy	31 Barron	Apr 14 / 19	P6B 1E7	B Shaugbnessy
10. R.P. Lottitt	27 South Goldstone	Apr 14 / 19	P6B 4W3	[Signature]
11. Dan Fitch	40 South Goldstone	Apr 14 / 19	P6B 2P2	[Signature]
12. Kier	206 Mulholland Ave	April 14 / 19	P6B 1H3	[Signature]
13. A. Kymiciv	81 Barron	April 14 / 19	P6B 1G7	[Signature]
14. Pat Langeleur	179 Macdonald	Apr 14 / 19	P6B 1H4	[Signature]

TO THE CITY COUNCIL OF Sault Ste. Marie Ont.

We, the eligible voters and property owners Ward 2, PETITION CITY COUNCIL

to RECONSIDER OR DELAY, PASSING INTO BYLAW the re-zoning of

22 MACDONALD AVE to facilitate the construction of a 12 STOREY 90 UNIT

APARTMENT BUILDING .Application # A-8-19-Z)) WE OBJECT TO THIS PROJECT GOING AHEAD

Name	Address	Date	Postcode	Signature
1. C. POUW	24 GROSVENOR AVE	APR 12/2019	P6B 2G9	C. Pouw
2. Gen Sinclair	39 Laird St	Apr 12/2019	P6B 2R8	Gen Sinclair
3. Colin Lee	1024 Queen St. E	Apr. 21/2019	P6A 2C6	Colin Lee
4. David Belonen	103 De 11 Ave	April 13/2019	P6A 5C8	David Belonen
5. Skip Bailey	149 Denwood Dr	Apr 13/2019	P6A 5R4	Skip Bailey
6. Karen Nisbet	29 Lansdowne Ave	Apr 13 2019	P6B 1K4	Karen Nisbet
7. Michael DeVoni	258 LAKE ST SSM	APRIL 13 2019	P6A 4B1	Michael Dillon
8. Doreen De	1024 Queen St E	APR 13/19	P6A 2C6	Doreen De
9. Leo Cantelano	250 Pin St.	April 13/19	P6B 2T2	Leo Cantelano
10. L. Pond	250 Pin St	April 13/19	P6B 2T2	L. Pond
11. L. POND	100 Fauquier Ave	April 14 2019	P6B 2P4	L. Pond
12. Alan Carshawitz	100 Fauquier Ave	Apr 14 2019	P6B 2P4	Alan Carshawitz
13. Doreen Harwood	78 Garment Ave	Apr 14/2019	P6B 2S7	Doreen Harwood
14. Carolyn S. Harwood	" "	"	"	Carolyn S. Harwood

TO THE CITY COUNCIL OF Sault Ste. Marie Ont.

We, the eligible voters and property owners Ward 2, PETITION CITY COUNCIL

to RECONSIDER OR DELAY, PASSING INTO BYLAW the re-zoning of

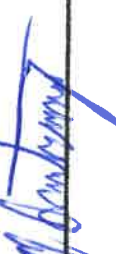
22 MACDONALD AVE to facilitate the construction of a 12 STOREY 90 UNIT

APARTMENT BUILDING .Application # A-8-19-Z)) WE OBJECT TO THIS PROJECT GOING AHEAD

Name	Address	Date	Postcode	Signature
1. DAVID W STOKES	122 MACDONALD AVE	APRIL 12/19	P6B 1H3	David W Stokes
2. QUEENVILLE FURNITURE	123 MACDONALD AV	APRIL 12/2019	P6B 1H3	Charles G. Gervais
3. PATRICIA STOKES	122 MAC DONALD AVE	APRIL 13, 2019	P6B 1H3	Patricia Stokes
4. Céline Langelier	139 MacDonald Ave	APRIL 14, 2019	P6B 1H4	W. Seguin
5. Brazen William 99 Sault		April 14, 2019		Brazen William
6. J. Demarest	96 Summit	APRIL 14/19	P6B 2S7	J. Demarest
7. ANGELA SNAPE	92 Summit	APRIL 14/19	P6B 2S7	Angela Snape
8. Chudy Taylor	14 Laird Street	April 14/2019	P6B 2R9	Chudy Taylor
9. NICOLE VAC	18 LAIRD STREET	APRIL 14/2019	P6B 2R9	Nicole VAC
10.				
11.				
12.				
13.				
14.				

TO THE CITY COUNCIL OF Sault Ste. Marie Ont.

We, the eligible voters and property owners Ward 2, PETITION CITY COUNCIL
to RECONSIDER OR DELAY, PASSING INTO BYLAW the re-zoning of
22 MACDONALD AVE to facilitate the construction of a 12 STOREY 90 UNIT
APARTMENT BUILDING .Application # A-8-19-Z)) WE OBJECT TO THIS PROJECT GOING AHEAD

Name	Address	Date	Postcode	Signature
1. Susan Richie	140 Wellington St E	04/12/2019	P6A 2N9	
2. Chris Farrell	15 Laird St	04/12/19	P6B 2R8	
3. Haie (Lucy) Couture	15 Laird St	04/12/2019	P6B 2R8	
4. Colleen Lymburner	1040 Wellington St E	04/12/2019	P6A 2N9	
5. Norm LeBel	31 LAIRD ST	04/14/2019	P6B 2R8	
6. Matt Armstrong	36 Laird St	14/Apr/2019	P6B 2R9	
7.				
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14.				

TO THE CITY COUNCIL OF Sault Ste. Marie Ont.

We, the eligible voters and property owners Ward 2, PETITION CITY COUNCIL
to RECONSIDER OR DELAY, PASSING INTO BYLAW the re-zoning of

22 MACDONALD AVE to facilitate the construction of a 12 STOREY 90 UNIT

APARTMENT BUILDING Application # A-8-19-Z)) WE OBJECT TO THIS PROJECT GOING AHEAD.

Name	Address	Date	Postcode	Signature
1. Maria Ellis	143 Chippewa st	April 10, 2019	P6C 3A2	m. Ellis
2. Alana McIntyre	74 Manitou	April 10, 2019	P6B 5K6	a. McIntyre
3. Sachia Tasz	992 Hwy 552w	Apr 11, 2019	P6S 1E0	S. Tasz
4. DAVID LYON	17 SUMMIT AVE	April 12, 2019	P6B 5B3	David Lyon
5. Grace Barker	6 Algoma Ave	April 11, 2019	P6B 3P5	Grace Barker
6. Bob LaFreniere	33 Algoma Ave	Apr 14 2019	P6B 2F6	Bob LaFreniere
7. David Thompson	34 Algoma Ave	Apr 14 2019	P6B 2P7	David Thompson
8. Candia Thompson	34 Algoma Ave	Apr 14 2019	P6B 2P7	Candia Thompson
9. Lance Thundel	35 Algoma Ave	Apr 14 2019	P6B 2P7	Lance Thundel
10. Joshua Strake	41 Algoma Ave	Apr 14 2019	P6B 2F6	Joshua Strake
11. Joe Sisson	52 ALGOMA	APR 14 2019	P6B 2P7	Joe Sisson
12. Gordon Fidler	372 Bruce	April 17/2019	P6B 1R2	Gordon Fidler
13. Laima	123 Salisbury Ave	April 14/2019	P6B 1M3	Laima
14. Tricia Cuarell	119 Salisbury Ave	April 14/2019	P6B 1M3	Tricia Cuarell

TO THE CITY COUNCIL OF Sault Ste. Marie Ont.

We, the eligible voters and property owners Ward 2, PETITION CITY COUNCIL

to RECONSIDER OR DELAY, PASSING INTO BYLAW the re-zoning of

22 MACDONALD AVE to facilitate the construction of a 12 STOREY 90 UNIT

APARTMENT BUILDING .Application # A-8-19-Z)) WE OBJECT TO THIS PROJECT GOING AHEAD .

Name	Address	Date	Postcode	Signature
1. Michel Cardinal	35 Lansdowne Ave	April 11 2019	P6B 1K4	Michelle Caroline
2. GLORIA CARDINAL	35 LANSDOWNE AVE	APRIL 11 2019	P6B 1K4	Gloria Cardinal
3. Dan Parise	25 Lansdowne Ave.	April 11/2019	P6B 1K4	Dan Parise
4. Wayne Hill	14 Lansdowne Ave	Apr 11/19	P6B 1K4	Wayne Hill
5. Jerry Thelander	22 Lansdowne Ave	Apr. 11/19	P6B 1K3	Jerry Thelander
6. Kerri Francella	22 Hearst St.	Apr. 13/19	P6B 1J7	Kerri Francella
7. Byron Jankowski	7 HEARST ST.	Apr. 13/19	P6B 1J7	Byron Jankowski
8. Jeff O'Leary	3 MacDonald	Apr 13/19	P6B 1J7	Jeff O'Leary
9. M. Roy	140 MacDonald	Apr 14/19	P6B 3R2	M. Roy
10. L. W. Cudde	136 G. Audette	April 14/19	P6B 2R2	L. W. Cudde
11. Kate Mikulak	132 Gladstone	April 14/19	P6B 2R2	Kate Mikulak
12. Sean Hudson	19 HEARST ST.	APRIL 14/19	P6B 1J7	Sean Hudson
13. M.L. Harrison	36 Hearst St.	April 15/19	P6B 1J7	M.L. Harrison
14. Harrison	36 Hearst St.	April 14/19	P6B 1J7	Harrison

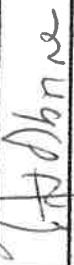
TO THE CITY COUNCIL OF Sault Ste. Marie Ont.

We, the eligible voters and property owners Ward 2, PETITION CITY COUNCIL

to RECONSIDER OR DELAY, PASSING INTO BYLAW the re-zoning of

22 MACDONALD AVE to facilitate the construction of a 12 STOREY 90 UNIT

APARTMENT BUILDING .Application # A-8-19-Z]) WE OBJECT TO THIS PROJECT GOING AHEAD .

Name	Address	Date	Postcode	Signature
1. Kristen Bartok	6 Algoma Ave.	April 11th, 2019	P6B 2P5	
2. Dan Belsito	6 Algoma Ave.	April 11th 2019	P6B 2P5	
3. Valyne Prie	3 Gladstone Ave	April 14 2019	P6B 2P8	
4. Denis Bernard	3 Gladstone Ave	April 14. 2019	P6B 2P8	
5. Kevin Kacine	67 Coulson Ave	Apr 14 2019	P6A 3X4	
6. Joelle Racine	67 Coulson Ave	April 14 2019	P6A 3X4	
7. Art Osborne	65 Lansdowne	April 14, 2019	P6B 1K5	
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Name	Address	Date	Postcode	Signature
1. Cheryl Montgomery	122 Lakeshore St. Sault Ste. Marie ON	April 14, 2019	P6A 4A7	Cheryl Montgomery
2. Vance Boulet	131 McMeeken St. Sault Ste. Marie	April 14, 2019	P6A 3L7	Vance Boulet
3. Chris MacHattie	131 McMeeken St. Sault Ste. Marie	April 14, 2019	P6A 3L7	Chris MacHattie
4. Vance MacHattie	12 Grandview Ave	April 14, 2019	P6B 3V8	Vance MacHattie
5. Vance MacHattie	12 Grandview Ave	April 14, 2019	P6B 3V8	Vance MacHattie
6. Don McDonald	328 River Rd	April 14, 2019	P6A 5K4	Don McDonald
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Name	Address	Date	Postcode	Signature
1. BRAD E MACDONALD	145 SAUSBURY AVE	APR 14/19	P6B 1M3	[Signature]
2. H. MASTERS	121 LANSDAUNE	"	P6B 1K5	[Signature]
3. T. ANTON	74 LANSDAUNE	APR. 14/19	P6B 1K5	[Signature]
4. E. PETERSEN	94 LANSDAUNE	APR. 14/19	P6B 1K5	[Signature]
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Name	Address	Date	Postcode	Signature
1. Patricia Grogan	17 Ferris Ave	April 11/19	P6B2R5	P Grogan
2. Perry Richards	17 Ferris Ave	April 11/19	P6B2R5	Perry Richards
3. Patricia Richards	17 Ferris Ave	April 12/19	P6B3G1	Perry Richards
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Name	Address	Date	Postcode	Signature
1. Ignara Paul	125 Salisbury Ave	April 14 2019	P6B 1M3	Ignara Paul
2. Suzanne Dean	145 Salisbury Ave	" " "	P6B 1M3	Suzanne Dean
3. Kathryn Saisa	2 Algoma Ave	4/14/19	P6B 2P5	Kathryn Saisa
4. F. L. W. 110-560m	" "	" "	" "	F. L. W.
5. J. BARTOK	6 ALGOMA AVE.	" "	P6B 2P5	J. Bartok
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Name	Address	Date	Postcode	Signature
1. Debbie	21 Ferris	April 13/2019	P6B2R5	D Steinberg
2. Gil	21 Ferris	April 13/2019	P6B2R5	G. Tamin
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Name	Address	Date	Postcode	Signature
1. KLAUS ZIMMERMAN	25 FERRIS AVE	April 13/19	P6B-2K5	K. Zimmer
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Name	Address	Date	Postcode	Signature
1. Shawn Poliszczak	16 Ferris Ave	Apr. 13 2019	P6B 2R4	<i>Shawn Poliszczak</i>
2. Tammy Poliszczak	16 Ferris Ave.	Apr. 13/2019	P6B 2R4	<i>Tammy Poliszczak</i>
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Name	Address	Date	Postcode	Signature
1. BRETT DENNENY	37 BORROR AVE	Apr 13/2019	P6B 1E8	
2. SHAWNA HILTO	37 BORROR AVE.	APRIL 13, 2019.	P6B 1E8	
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Name	Address	Date	Postcode	Signature
1. Robert Mergat	70 Barron Ave	Apr 14 / 2019	P6B1E6	
2. Laura Mergat	70 Barron Ave	Apr 14 / 2019	P6B1E6	
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Name	Address	Date	Postcode	Signature
1. Don Masters	20 South Gloucester	April 19	P6B2K6	D Masters
2.				
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Name	Address	Date	Postcode	Signature
1. N. Wilson	57 Borden	Apr 17, 2019	P6B 1G1	[Signature]
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Name	Address	Date	Postcode	Signature
1. KEN GIBBS	21 LAIRD ST	APR 13 / 19	P6B2R8	Kenneth Gibbs
2. Pam Gibbs	21 Laird St.	Apr. 13 / 19	P6B2R8	Pam Gibbs
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Name	Address	Date	Postcode	Signature
1. Deanna Croteau	69 Barron Ave	April 12 th / 2019	P6B1G1	
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Name	Address	Date	Postcode	Signature
1. Vern Barkley	9 Laird St.	Apr 13/19	P6B2R8	Vern Barkley
2. Penny Leishman	9 Laird	Apr 13/19	P6B2R8	Penny Leishman
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Name	Address	Date	Postcode	Signature
1. Gordon Shaughnessy	31 Borron Ave	April 13	P6B1E7	Gordon Shaughnessy
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

April 1, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Support for Foreign Trade Zone Point Designation Application

PURPOSE

The Sault Ste. Marie Economic Development Corporation (SSMEDC), through its Invest Sault Ste. Marie program has been working with stakeholders and government officials to explore the benefits of obtaining a Foreign Trade Zone Point designation from the federal government to enhance international trade and investment opportunities for Sault Ste. Marie. SSMEDC has determined that such a designation would provide clear benefits for the community and is developing a formal application that require the support of the City of Sault Ste. Marie and other stakeholders to ensure its success.

BACKGROUND

In today's era of global supply chains, the free flow of goods is more important than ever. Also, with increased national security concerns, borders need to be both security-focused and as frictionless as possible. To address this, the Canadian government has aggressively pursued international free trade deals in North America, Europe, and the Pacific Rim. Canada has also facilitated trade through five programs that effectively make all of Canada a Foreign Trade Zone.

The Canadian government offers programs across the country that are similar to those available in designated Foreign Trade Zones in the U.S. Individual companies can take advantage of five key federal programs for exporters/importers:

- ◆ Duties Relief
- ◆ Duties Drawback
- ◆ Customs Bonded Warehouse
- ◆ Export Distribution Centre

- ◆ Exporters of Processing Services

However, in order to facilitate trade and to attract foreign investments at key international trade gateways and multi-modal logistical centres, the federal government also has the option of designating a community or region as a Foreign Trade Zone Point.

Having this official designation provides additional benefits for a community or region as these areas are promoted to a greater extent as trade gateways. The overriding goals for achieving designation of Sault Ste. Marie as an FTZ Point include:

- ◆ To become a Northern Ontario focal point for international trade
- ◆ To significantly strengthen international trade for existing businesses in the region
- ◆ To attract more new businesses and investment to Sault Ste. Marie that engage in international trade activities.

Achievement of these overall goals will help to strengthen and diversify the Sault's economic base, taking advantage of its strategic location.

The overall approach taken with the federally designated Foreign Trade Zone Point (FTZ Point) in Canada is to have a Working Group of government officials and business leaders create a "one window" access point for companies in a specific FTZ Point. The Working Group typically consists of the following:

- ◆ Federal, provincial, and local government officials from appropriate departments and agencies
- ◆ Business leaders, chambers of commerce, and boards of trade
- ◆ Key service providers (e.g. - customs brokers, freight forwarders, trade insurance providers).

The "one window" access concept involves partnering with multiple agencies in all three levels of government, and would be facilitated by the Sault Ste. Marie Economic Development Corporation.

The FTZ Point designation can be leveraged for marketing and branding purposes to highlight our strategic location and attract investment.

For more detail and information please see the attached slide deck.

ANALYSIS

A business case was developed by a third party consultant to identify the benefits and costs of the FTZ Point designation, best practices from existing FTZ Points in Canada, and recommendations for pursuing the designation. The report recommended pursuing the designation.

The business case was vetted by the City's Transportation Infrastructure Task Force that provided its full support.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

The opportunities that arise from this exercise align with the focus area of Community Development & Partnerships in the Corporation of the City of Sault Ste. Marie Strategic Plan, specifically to maximize economic development & investment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer, Sault Ste. Marie, dated 2019 04 15 be accepted and that Council indicate its support of the Sault Ste. Marie Economic Development Corporation pursuing the designation of Foreign Trade Zone Point for Sault Ste. Marie.

Respectfully submitted,



Al Horsman
Chief Administrative Officer
City of Sault Ste. Marie
705.759-5347
cao.horsman@cityssm.on.ca



FTZ Point Designation Project

April 1, 2019



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**





FTZ Point – What?

1. Invest SSM is working on behalf of the community to become a federally recognized Foreign Trade Zone Point.
2. There are currently 12 FTZ Points in Canada including two in Ontario (Windsor-Essex and Niagara region).
3. FTZ Points receive additional support and access to government expertise to help create a “one window” access point for companies looking to access five key federal programs for exporters/importers.
 - Duty Relief, Duty Drawback, Customs Bonded Warehouse, Export Distribution Centre, Exporters of Processing Services
4. A business case and go forward strategy has been completed.



FTZ Point – Why?

1. An FTZ Point designation would help Sault Ste. Marie to become a Northern Ontario focal point for international trade.
2. Following designation and creation of an FTZ Point Task Force, new and existing businesses will receive greater support and access to the five federal programs.
3. FTZ Point designation will strengthen Sault Ste. Marie's positioning on the investment attraction "map" and enhance promotion of the region for international trade.
4. Enhance collaboration of the community's trade partners and activities, including economic development, investment attraction, service providers, government, business and industry.
5. Provide a dedicated focus on facilitating trade through community leadership.



FTZ Point – How?

1. Secure SSMEDC Board resolution/support.
2. Present to City Council and secure resolution of support.
3. Obtain letters of support from stakeholders.
4. Prepare and submit formal application to FedNor.
5. Form FTZ Point Task Force to meet quarterly or as needed to assist exporters/importers.
6. Upon approval organize formal announcement with government.
7. Stage information sessions for the business community.
8. Promote designation and utilize in marketing materials/website and investment attraction efforts.



Introduction – Foreign Trade Zones

- All of Canada is a Foreign Trade Zone. Companies can take advantage of five key federal programs for exporters/importers:

Program	Main Benefit	Main Qualifications
<i>Duties Relief</i>	Upfront relief of duties	Goods must be exported within 4 years
<i>Duties Drawback</i>	Refunds duties for exported goods	Goods must have been exported within 4 years
<i>Customs Bonded Warehouse</i>	Defers/relieves duties and taxes	Goods must not be substantially altered
<i>Export Distribution Centre</i>	Upfront relief of GST/HST on certain imports and domestic purchases	Must be export-oriented commercial entity that adds only limited value to goods
<i>Exporters of Processing Services</i>	Upfront relief of GST/HST on certain imports	Goods must belong to non-resident and be re-exported after being processed

- However, they require individual businesses to initiate contact and work with the individual federal officials associated with each program.
- Also, many companies may be unaware of some or all of these programs.



FTZ Point Designation

- The advantage of a Foreign Trade Zone Point (FTZ Point) in Canada is to have a Working Group of government officials and business leaders create a “one window” access point for companies.
- The FTZ Point itself can be a catalyst to contribute additional value to the regional economy through:
 - Improving coordination of the community’s trade promotion efforts by bringing together local, provincial and federal officials with a mandate to promote and facilitate international trade.
 - A dedicated focus on facilitating trade through community leadership which can identify gaps in hard and soft infrastructure and then advocating for investment in this infrastructure.
 - Providing “one-window” access to the five federal programs, as well as to other public sector (federal, provincial, local) and private sector trade facilitation services (legal, customs brokers, transportation, etc.)
 - Leveraging the FTZ Point Designation and the “one-window” access to effectively brand Sault Ste. Marie as a major international trade gateway.



Goals of FTZ Point

- The overriding goals for achieving designation of Sault Ste. Marie as an FTZ Point include:
 1. To become a Northern Ontario focal point for international trade.
 2. To significantly strengthen international trade for existing businesses in the region.
 3. To attract more new businesses and investment to Sault Ste. Marie that engage in international trade activities.
- Achievement of these overall goals will help to strengthen and diversify Sault Ste. Marie's economic base, taking advantage of its strategic location.



Objectives

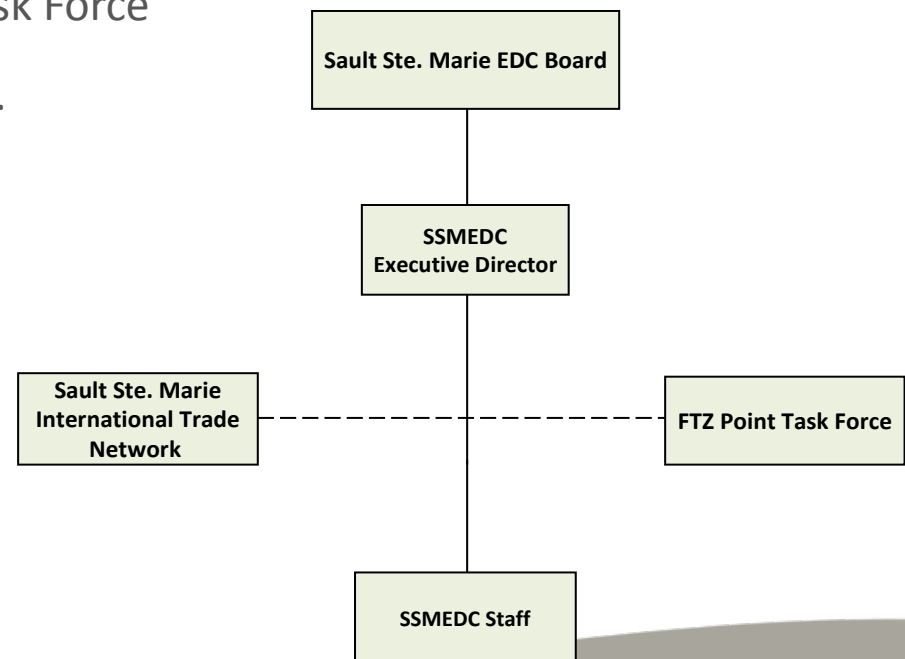
1. To enhance the visibility of Sault Ste. Marie as a Foreign Trade Zone
2. To establish a one-window seamless foreign trade service point
3. To strengthen Sault Ste. Marie's positioning on the investment attraction "map" and enhance promotion of the region for investment attraction
4. To enhance collaboration among the region's trade and investment attraction partners
5. To provide enhanced government outreach to the community vis-a-vis foreign trade
6. To be an important interface between government and business



Governance

There are three principal components recommended for the governance of the Sault Ste. Marie FTZ Point:

- FTZ Point Task Force, which is the overall governing body, and interfaces with the SSMEDC
- Trade Leadership Network (proposed), which is an advisory group that interfaces with the SSMEDC and the FTZ Point Task Force
- Staff support provided by the SSMEDC.





Governance

The FTZ Point itself, and the Task Force represents the minimum organizational requirement for FTZ Point designation. The business of the Task Force (which would likely meet quarterly) is to initiate and follow up on applications for the five Foreign Trade programs.

- Regular meetings of the Task Force can provide opportunities for locally-based and Ottawa-based federal officials, as well as provincial and local officials, to develop relationships that can provide insights about the local export economy and trade promotion priorities of senior governments.
- However, the central purpose of the Task Force is to facilitate and expedite access to the five programs, not to provide overall leadership on local/regional trade issues and services.



Recommended Taskforce

- ✓ SSMEDC
- ✓ City of Sault Ste. Marie
- ✓ FedNor
- ✓ Canadian Border Services Agency (CBSA)
- ✓ Export Development Canada
- ✓ Canada Revenue Agency (CRA)
- ✓ Transport Canada
- ✓ Global Affairs Canada
- ✓ Ministry of Energy, Northern Development and Mines (MENDM)
- ✓ Sault Ste. Marie Airport
- ✓ Sault Ste. Marie International Bridge Authority
- ✓ Three or four private sector business leaders representing major local companies heavily involved in international trade.



Trade Leadership Network

Sault Ste. Marie could consider establishing a Trade Leadership Network. This could be called the Sault Ste. Marie International Trade Network and would include some of the officials on the Task Force, but would be augmented with membership from local businesses and organizations who have potential impact on the community's effectiveness as a trade gateway. These additional players could/should include:

- Leaders from key trade infrastructure providers such as the Airport Authority, the Bridge Authority, as well as marine, port and rail providers
- Business leaders from major trade-dependent companies in the area (i.e. manufacturers, logistics companies)
- Representatives of trade facilitation service providers (e.g. freight forwarders, customs brokers)
- Economic development agencies (local, provincial, federal, and not-for-profit)
- Other organizations that may provide support to local businesses (e.g. Chamber of Commerce, Sault College and Algoma University).



Next Steps

- Three phases in the development and leveraging of the FTZ Point in Sault Ste. Marie are recommended as follows:
 1. Phase 1 – Preparing for the FTZ Point designation
 - Complete FTZ Point business plan and seek endorsement by Transportation Infrastructure Committee
 - Finalize governance structure and agree upon roles and responsibilities
 - Organize broader community support for FTZ Point (including letters of support) and City Council resolution
 - Prepare formal application for designation
 2. Phase 2 – Promoting the FTZ Point
 - Organize for formal announcement
 - Develop marketing materials to promote FTZ
 - Stage information session with the business community



Next Steps

3. Phase 3 – Leveraging the FTZ Point Designation

- Form FTZ Point Task Force and staff support for implementation
- Integrate the FTZ Point into marketing and BR&E programs
- Integrate the FTZ Point into broader Trade Leadership Network
- Engage in potential joint marketing efforts with Sault, Michigan FTZ
- Undertake monitoring and evaluation of implementation progress

Development of a Foreign Trade Zone Point in Sault Ste. Marie – Business Plan



**Prepared for
Sault Ste. Marie Economic Development Corporation**



By



ECONOMIC GROWTH SOLUTIONS INC.

February 2019

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EXECUTIVE SUMMARY

This Business Plan was prepared for the Sault Ste. Marie Economic Development Corporation (SSMEDC). The research and consultation process deployed during the preparation of this Business Plan included the following key tasks:

1. Reviewing existing relevant documents and information sources relevant to Canada's Foreign Trade Zone (FTZ) Point concept and its value and applicability to Sault Ste. Marie.
2. Examining best practices with regard to Foreign Trade Zone Points in Canada, particularly those with some similar characteristics to Sault Ste. Marie's economic and geographic context.
3. Conducting a business planning session with key FTZ Point prospective partners in Sault Ste. Marie to obtain input and feedback on the concept.
4. Preparing an action plan to facilitate implementation of the Foreign Trade Zone Point in Sault Ste. Marie, including governance, operational and financing recommendations.

FOREIGN TRADE ZONE POINT CONCEPT

All of Canada is a Foreign Trade Zone, offering programs across the country that are similar to those available in designated Foreign Trade Zones in the U.S. Anywhere in Canada, individual companies can take advantage of five key federal programs for exporters/importers:

- ◆ Duties Relief
- ◆ Duties Drawback
- ◆ Customs Bonded Warehouse
- ◆ Export Distribution Centre
- ◆ Exporters of Processing Services

The Foreign Trade Zone Point program originated as a result of the need for a more locally focused foreign trade zone (similar to the U.S. definition), in order to attract U.S. site selectors looking for the equivalent of a U.S. Foreign Trade Zone.

The overall approach taken with the federally designated Foreign Trade Zone Point (FTZ Point) in Canada is to have a Working Group of government officials and business leaders create a "one window" access point for companies in a specific FTZ Point.

VALUE ADDED OF FTZ POINT FOR THE SAULT

The FTZ Point itself can be a catalyst to contribute additional value to the regional economy through:

- ◆ Improving coordination of the community's trade promotion efforts by bringing together local, provincial and federal officials with a mandate to promote and facilitate international trade.
- ◆ A dedicated focus on facilitating trade through community leadership which can identify gaps in hard and soft infrastructure and then advocating for investment in this infrastructure.
- ◆ Providing “one-window” access to the five federal programs, as well as to other public sector (federal, provincial, local) and private sector trade facilitation services (legal, customs brokers, transportation, etc.)
- ◆ Leveraging the FTZ Point Designation and the “one-window” access to effectively brand Sault Ste. Marie as a major international trade gateway.

GOALS OF SAULT STE. MARIE FTZ POINT

The overriding goals for achieving designation of Sault Ste. Marie as an FTZ Point include:

- ◆ To become a Northern Ontario focal point for international trade
- ◆ To significantly strengthen international trade for existing businesses in the region
- ◆ To attract more new businesses and investment to Sault Ste. Marie that engage in international trade activities.

Achievement of these overall goals will help to strengthen and diversify the Sault's economic base, taking advantage of its strategic location.

CHECKLIST FOR IMPLEMENTING SAULT STE. MARIE FTZ POINT

The recommended Action Plan for implementing the Sault FTZ Point includes a series of 12 key steps as follows:

1. Complete the FTZ Point Business Plan and seek endorsement by Transportation Infrastructure Committee.
2. Finalize governance structure and agree upon roles/ responsibilities.
3. Organize broader community support for the FTZ Point and City Council Resolution:
 - Letters of support from community groups, business leadership organizations, local government, the provincial government and other stakeholders (e.g. service providers, infrastructure providers)

- City Council Resolution in support of establishing Sault Ste. Marie as a designated FTZ Point.
4. Prepare the formal application for FTZ Point Designation, based on the requirements outlined by the federal government and incorporating material from this Business Plan.
 5. Organize for a formal announcement.
 6. Develop initial materials to promote the FTZ Point:
 - Highlight the FTZ Point on the SSMEDC web page and in communications with the business community.
 - Prepare a strong power point presentation to explain the FTZ program and how it will positively impact the community.
 - Develop a brochure that partners and staff dealing with business clients can display and distribute.
 7. Stage information sessions for the business community
 8. Form the FTZ Point Task Force and provide staff support for implementation
 9. Integrate the FTZ Point into Marketing and Business Retention programs
 10. Integrate the FTZ Point in a broader Trade Leadership Network
 11. Engage in potential joint marketing efforts with counterparts on the U.S./Michigan side of the border
 12. Undertake monitoring and evaluation of implementation progress.

1 – INTRODUCTION AND PROJECT CONTEXT

In today's era of global supply chains, the free flow of goods is more important than ever. Also, with increased national security concerns, borders need to be both security-focused and as frictionless as possible. To address this the Canadian government has aggressively pursued international free trade deals in North America, Europe, and the Pacific Rim. Canada has also facilitated trade through five programs that effectively make all of Canada a Foreign Trade Zone.

In order to facilitate trade and to attract foreign investments at key international trade gateways and multi-modal logistical centres, the federal government also has the option of designating a community or region as a Foreign Trade Zone Point.

This Business Plan for designating Sault Ste. Marie as a Foreign Trade Zone Point encompasses the following:

- ◆ Examination of the viability and value added of a Sault Ste. Marie FTZ Point
- ◆ Review of the experience of other existing relevant FTZ Points across Canada, for insights on the best approach for Sault Ste. Marie
- ◆ A suggested governance structure to meet the FTZ Point requirements and to leverage the value of the FTZ Point
- ◆ Resource and budget implications of establishing a Sault Ste. Marie FTZ Point
- ◆ An implementation plan for achieving FTZ Point designation and leveraging that designation to strengthen the Sault's profile internationally as a place to invest and create jobs.

SAULT STE. MARIE AS AN INTERNATIONAL TRADE GATEWAY

Sault Ste. Marie is an international trade gateway – by land and waterway, and by rail and air access. The city has long been a major centre for resource processing and transportation, and manufacturing in Northern Ontario. It is the major Northern Ontario gateway for Canada-U.S. trade by rail and truck across two dedicated bridges, and by marine transport through the Great Lakes/St. Lawrence Seaway. In 2017 the total value of trade across the International Bridge was \$1.629 billion U.S. – \$838.2 million in exports to the U.S. and \$791.1 million in imports to Canada.¹

Strategically located at the nexus between Canada's East-West road and rail networks and U.S. North-South rail and highway systems, Sault Ste. Marie is well-positioned to facilitate trade

¹ Source: *Sault Ste. Marie Bridge Authority Business Plan 2019-2023*, pp. 26-29

between the heartlands of the two countries with the largest two-way trading relationship in the world.

International trade, especially two way Canada-U.S. trade, has long been the life blood of Canada's economy. Trade volumes have continued to grow between the two countries following NAFTA.

FOREIGN TRADE ZONE POINT CONCEPT

All of Canada is a Foreign Trade Zone, offering programs across the country that are similar to those available in designated Foreign Trade Zones in the U.S. Anywhere in Canada, individual companies can take advantage of five key federal programs for exporters/importers, as shown in Figure 1.1.

Figure 1.1: Federal Programs for Exporters/Importers

Program	Main Benefit	Main Qualifications
<i>Duties Relief</i>	Upfront relief of duties	Goods must be exported within 4 years
<i>Duties Drawback</i>	Refunds duties for exported goods	Goods must have been exported within 4 years
<i>Customs Bonded Warehouse</i>	Defers/relieves duties and taxes	Goods must not be substantially altered
<i>Export Distribution Centre</i>	Upfront relief of GST/HST on certain imports and domestic purchases	Must be export-oriented commercial entity that adds only limited value to goods
<i>Exporters of Processing Services</i>	Upfront relief of GST/HST on certain imports	Goods must belong to non-resident and be re-exported after being processed

Source: Department of Finance Canada

The five programs are not of equal value. Because of Canada's tariff reduction or elimination through numerous trade agreements, duties programs currently have less impact than GST/HST relief programs. Based on our consultations with existing FTZ Points, possibly the most popular is the Customs Bonded Warehouse program. All of these programs are available to any qualifying firm doing business anywhere in Canada.

- ◆ However, they require individual businesses to initiate contact and work with the individual federal officials associated with each program.
- ◆ Also, many companies may be unaware of some or all of these programs.

Origin of FTZ Point Concept

The Foreign Trade Zone Point program originated with Winnipeg, which in 2008-2009 was positioning itself as an inland trade port. They saw a need for a more locally focused foreign trade zone (similar to the U.S. definition), in order to attract U.S. site selectors looking for the equivalent of a U.S. Foreign Trade Zone.

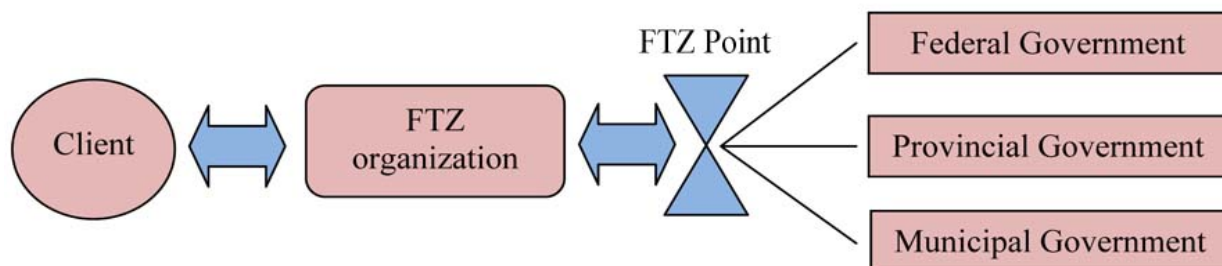
The overall approach taken with the federally designated Foreign Trade Zone Point (FTZ Point) in Canada is to have a Working Group of government officials and business leaders create a “one window” access point for companies in a specific FTZ Point. The Working Group typically consists of the following:

- ◆ Federal, provincial, and local government officials from appropriate departments and agencies
- ◆ Business leaders, chambers of commerce, and boards of trade
- ◆ Key service providers (e.g. - customs brokers, freight forwarders, trade insurance providers).

The “one window” access concept involves partnering with multiple agencies in all three levels of government (see diagram in Figure 1.2). The federal government departments and agencies involved include:

- ◆ Canada Border Services Agency
- ◆ Canada Revenue Agency
- ◆ Export Development Canada
- ◆ FedNor (in Northern Ontario)
- ◆ Global Affairs Canada
- ◆ Innovation, Science and Economic Development Canada
- ◆ Transport Canada.

Figure 1.2: “One Window” Partnering Concept of an FTZ Point



Source: Department of Finance Canada

At the provincial level potential partners include the Ministry of Economic Development, Job Creation and Trade (MEDJCT), Ministry of Energy, Northern Development and Mines (MENDM), and Northern Ontario Heritage Fund Corporation (NOHFC). Municipal level partners can include the SSMEDC, the City of Sault Ste. Marie, and other local/regional agencies such as the Community Futures Development Corporation.

Existing FTZ Points in Canada

There are currently 12 existing FTZ Points in Canada. As shown in the diagram of Figure 1.3, there are none in Northern Ontario. Also, Niagara and Windsor-Essex are the only other border crossing FTZ Points in Canada.

Figure 1.3: Existing FTZ Points Across Canada



Source: Consultants' research and analysis

BUSINESS PLANNING PROCESS FOR DEVELOPING SAULT STE. MARIE FTZ POINT

This Business Plan was prepared for the Sault Ste. Marie Economic Development Corporation (SSMEDC). The research and consultation process deployed during the preparation of this Business Plan included the following key tasks:

1. Reviewing existing relevant documents and information sources relevant to Canada's Foreign Trade Zone (FTZ) Point concept and its value and applicability to Sault Ste. Marie.
2. Examining best practices with regard to Foreign Trade Zone Points in Canada, particularly those with some similar characteristics to Sault Ste. Marie's economic and geographic context.
3. Conducting a business planning session with key FTZ Point prospective partners in Sault Ste. Marie to obtain input and feedback on the concept.
4. Preparing an action plan to facilitate implementation of the Foreign Trade Zone Point in Sault Ste. Marie, including preliminary organization, staffing, operational and financing recommendations.

2 – BEST PRACTICE EXAMPLES OF FOREIGN TRADE ZONE POINTS

As noted earlier, of the twelve FTZ Points in Canada, only two currently exist in Ontario, and there are currently no FTZ Points designated in Northern Ontario.

There are three types of geographic situations represented in this group of twelve:

- ♦ FTZ Points not at a land border crossing, but near major marine ports – e.g. Halifax, Saint John.
- ♦ FTZ Points that are inland, not adjacent to a border crossing or a major marine port, but at major multi-modal logistics hubs – e.g. Calgary, Winnipeg.
- ♦ FTZ Points located at major land border crossings – e.g. Windsor, Niagara

The existing FTZ Points also vary by their tenure. Winnipeg's CentrePort was the first FTZ Point designated, in 1998, and in fact can be said to have co-invented the FTZ Point concept with the federal government. Most of the other FTZ Points were designated within the last three-four years, and several of these are still at an early stage of development.

REVIEW OF THE MOST RELEVANT EXISTING FTZ POINTS IN CANADA

Based on our research and consultation, the three most relevant FTZ Point examples for Sault Ste. Marie are the following:

- ♦ Winnipeg – although an “inland” FTZ Point, and located in Western Canada, the Winnipeg example is helpful in understanding the genesis of the FTZ Point concept and in seeing how a fully developed FTZ Point might evolve over time.
- ♦ Niagara – includes a major land border crossing in Ontario
- ♦ Windsor – also located at an Ontario land border crossing point.

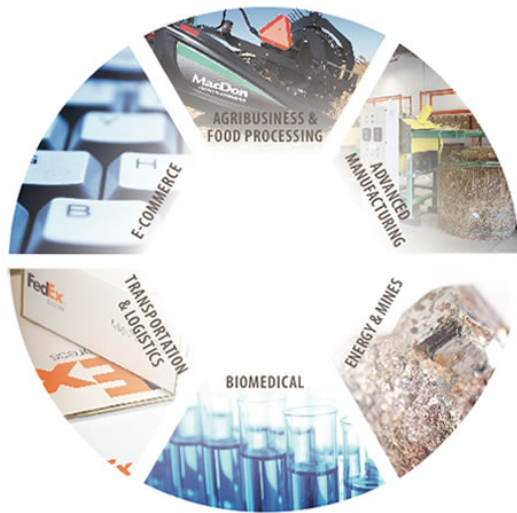
CentrePort Winnipeg (designated in 2009)

CentrePort Winnipeg is a non-profit corporation created by the Manitoba government in the mid-1990s. It was conceived in response to the competition taking place at that time among a number of different contenders for “NAFTA Super Highway” status.

CentrePort built on Winnipeg's status as a major mid-Canadian multi-modal trans-shipment point. Although Winnipeg was a major inland transportation node – for example its airport was, and still is, the largest cargo airport in Canada – it needed a bold intervention to reposition itself as an international trade centre. To achieve



this repositioning and to take advantage of opportunities related to NAFTA, the Province of Manitoba initiated CentrePort. The basic objective of this re-positioning was to attract external investment opportunities arising from NAFTA.



CentrePort was endowed by the Province with ownership of strategic lands adjacent to some of its key trade and transportation facilities, particularly the airport. It also gave special land use planning powers to CentrePort, allowing it to quickly develop the lands in its portfolio with minimal barriers to development.

Emergence of the FTZ Point Concept

Early in its existence, and in pursuit of its inward investment attraction mandate, CentrePort found itself competing for site location projects with other similarly positioned trade and transportation nodes in the U.S., many of which had Foreign Trade Zones within their jurisdictions. Despite the fact that most of

the tax and tariff advantages available in a U.S. Foreign Trade Zone are actually available throughout Canada, CentrePort realized that many U.S. site location consultants did not understand that concept. These consultants were looking for the economic advantages conferred on a localized geographic area, as they were familiar with in their own country.

To address this, and in an effort to create the kind of locally-focused “special” designation that U.S. site locators were looking for, CentrePort began a process with the federal Government that culminated in the creation of the Foreign Trade Zone Point concept. In 2009, Winnipeg CentrePort was designated as the first Foreign Trade Zone Point in Canada, with a “one-window” point of access to all of the Foreign Trade Zone programs at the federal level.

This FTZ Point designation was very helpful in building awareness of Winnipeg as a major North American multi-modal transportation and trade node, and in providing the kind of place-specific trade advantages that U.S. site locators were looking for. It was very important in building Winnipeg’s brand as an international trade nexus.

Today, a decade later, CentrePort sees the FTZ Point as a fairly modest part of its offer, for several reasons:

- ◆ As Canada has been very aggressive in signing free trade agreements and reducing tariffs with many countries, the value of duty deferral and some other programs have become less important.
- ◆ As there are now twelve FTZ Points across Canada, Winnipeg’s status as the first Point has lost some of its initial appeal.

- ◆ As site locators and international companies have begun to recognize that “all of Canada is a Foreign Trade Zone”, the FTZ Point has somewhat less impact.
- ◆ Most importantly, CentrePort now has a much larger offer for investors looking for a trade/multi-modal location, well beyond the initial FTZ Point advantage. In the past decade it has expanded and built out:
 - Hard trade/transportation infrastructure such as dedicated Customs Bonded Warehouses and multi-modal facilities.
 - An array of serviced industrial lands and appropriate buildings both on its owned land and at other privately held industrial parks.
 - Soft trade facilitation infrastructure such as its Affiliates Program of service providers (customs brokerage, freight forwarding, legal, construction, financial, etc.).

Insights for Sault Ste. Marie

Winnipeg CentrePort is a one-of-a-kind trade and transportation project in Canada. Its provincially-conferred governance and status, and its deep asset base, makes it unique among Canada’s FTZ Points. Nonetheless, there are several broader lessons to be learned from its experience:

- ◆ The FTZ Point designation provides an opportunity to generate awareness of, and to reposition, perceptions of a place.
- ◆ The Affiliates Program effectively organizes soft infrastructure for trade facilitation, enhancing the “one-window” access to government programs and support.
- ◆ It suggests how a place can use the FTZ Point at the start of a process and build on it to truly expand and create a compelling offer as a centre/gateway for trade.

Niagara Regional FTZ Point (designated in 2016)

Niagara Region provides another relevant example which provides important insights. Like Sault Ste. Marie, Niagara Region is in Ontario, shares a name with its cross-border neighbor, and lies adjacent to a major land border crossing with nearby marine transport facilities.

Along with tourism, the movement of goods and people across the international border has been central to the economy of Niagara Region for decades. In early 2015, in an effort to

consolidate that position, the Niagara Region Economic Development Corporation initiated a process to become a designated FTZ Point. The key driver for this effort was to provide an additional attractor for inward investment to the region.



Process for Achieving FTZ Point Designation

Because of its two-tiered municipal government structure a great deal of effort was required to get support and buy-in from the various local governments in the area. Eventually it was agreed that the Regional EDC would take the lead in developing the Application for an FTZ Point, and would be identified in the Application as the lead organization for staffing the Point and its activities.

As this was the first FTZ Point Application in Ontario, another challenge was getting Provincial government approval – not because there was resistance, but because it was a first and the Ontario government needed to understand the nature of support it was being asked for. While any provincial support is helpful, the area that seems to need to sign off is the Trade Policy section at MEDJC (formerly MEDT). The process to achieve designation was also slowed by the 2015 federal election.

In early 2016, the federal government announced that Niagara would be designated a Foreign Trade Zone Point. As the program was being developed and rolled out, Niagara's Regional government restructured its economic development organization and removed/lost a number of staff officials, including the Manager who had developed the application and who was to have managed it. After many months of political and inter-organizational struggles, the staff lead for the FTZ Point has been taken up recently by a group in Fort Erie, the local municipality immediately across the bridge from Buffalo, NY. This organizational and political infighting has significantly slowed the development of Niagara's FTZ Point.

Insights for Sault Ste. Marie

The experience of developing the Niagara FTZ Point does provide some insights that the Sault should take into consideration:

- ◆ Ensure the broadest support possible for the application before it is submitted.
- ◆ To avoid delay in the designation process, try to avoid being stuck in a pre- and post-election period when getting decisions made is difficult.
- ◆ Ensure that the proposed governance and operational models are solidly thought through and agreed to early in the process to avoid issues that may impede progress later.

Windsor Essex Foreign Trade Zone Point (designated in 2017)

The FTZ Point in Windsor Essex is possibly the most relevant best practice example for Sault Ste. Marie as it considers its own FTZ Point. Like Sault Ste. Marie, Windsor is located in Ontario, at a major land border on the Great Lakes/St. Lawrence Seaway. It is also viewed as one of the most successful FTZ Points after only about 18 months in existence.



Process for Achieving FTZ Point Designation

The international border crossing at Windsor-Detroit is critical to the economies of the region, southwest Ontario, and Canada. Understandably, Windsor had very little trouble convincing the federal Government to designate it as an FTZ Point. However, because the border and trade are so central to Windsor's economy (more so than even Niagara), and because of its two-tier municipal government structure, the challenge of gaining widespread support and agreement on its governance and operations was daunting.

As a two-tier municipal government partnership, Windsor-Essex Economic Development Corporation was very careful and thorough in building support locally and clearly setting out roles, responsibilities, and governance in its application for an FTZ Point. In fact, the process from inception to application to designation took over a year in Windsor.

Because of the central importance of cross-border trade and transportation to its regional economy, Windsor already had a large number of public sector agencies, support programs, and service providers facilitating trade and cargo flows. Therefore, while the Foreign Trade Zone Point was viewed as highly appropriate for Windsor, it was also viewed with skepticism and even as a threat by some stakeholders. Windsor-Essex EDC and its partners were very careful to position the FTZ Point as an enhancement to the existing offer, and as an umbrella/network organization to bring together those existing organizations, programs, and services.

Through the Windsor FTZ Point, Windsor Essex EDC is able to provide leadership in the region through:

- ◆ Providing local staff leadership for the “one-window” access to federal foreign trade programs through the local Task Force
- ◆ An umbrella/network for the other trade-facilitating entities in the region
- ◆ An inventory of, and access to, all of the hard and soft trade infrastructure in the region for local companies and potential investors from outside the region
- ◆ A comprehensive program to market this to potential investors as part of the Windsor offer and its positioning as a critical trade corridor.

Insights for Sault Ste. Marie

The Windsor Essex FTZ Point is perhaps the best practice model for Sault Ste. Marie, and offers the following insights:

- ◆ It is very important to get strong buy-in and clarity among the partners and stakeholders about roles, responsibilities, protocols and governance during the planning process.
- ◆ The FTZ Point designation is important as a support for Windsor's brand as a trade corridor.

- ◆ The FTZ Point concept is familiar to many international investors.
- ◆ When effectively managed, the governance of the network can provide not only “one window” access to the federal FTZ programs, but also to a range of public and private sector support organizations.
- ◆ After a lot of work getting organized for the application, and a burst of intense activity promoting it locally and widely after designation, the steady state requires less work than might be expected, so becomes a fairly modest incremental activity.
- ◆ Windsor has now integrated these activities into its core work – one staff person is the in-house expert of the FTZ Point programs and the rest of the trade support network, but all staff carry brochures and promote the advantages it provides when meeting with local companies or potential investors from outside the region.

OBSERVATIONS AND CONCLUSIONS: VALUE ADDED OF FTZ POINT FOR SAULT STE. MARIE

Becoming a federally-designated Foreign Trade Zone Point provides value to a local/regional economy in several of ways. The basic functionality of the FTZ Point designation derives from the Task Force that includes, at minimum, representatives of a variety of trade-related federal government departments and agencies, provincial trade development officials and local economic development officials. This organization provides the “one-window” access to key officials in order to expedite access to the five federal Foreign Trade Zone programs.

Value of Task Force and Related Trade Support Network

The Task Force can be a part of, and a catalyst for, a larger trade facilitation governance network that can essentially provide leadership on all local trade facilitation efforts and issues. This governance structure might begin with the “one-window” Task Force, but over time may take on a larger mandate to achieve the following:

- ◆ Coordinating a network of public and private sector trade supports and providing a one-window access to these
- ◆ Promoting trade and the value of export markets for local companies
- ◆ Identifying gaps in trade infrastructure that may need to be filled – for example Customs Bonded Warehouse facilities
- ◆ Partnering on and leveraging incoming or outgoing trade missions, information seminars, etc.
- ◆ Advocating for the area as a gateway with senior governments and supporting key trade infrastructure investments

This type of “joined-up” approach to trade facilitation leadership creates value in a number of ways and to a number of different stakeholders. These include:

- ◆ Value for local companies and potential investor companies
- ◆ Value for local economic development stakeholders and trade facilitators
- ◆ Value for promoting to, and attracting, investors from outside the region.

Value for Local Companies and Potential Investors

The FTZ Point Task Force is the mechanism that unlocks the basic value proposition conferred by a Point designation. It is the mechanism that provides for “one-window” access to the five federal FTZ programs. Although companies anywhere in Canada can apply directly to these programs, the FTZ Point Task Force provides additional value to local and potential investor companies:

- ◆ The FTZ Point Task Force can promote these programs to local companies and inward investors who might otherwise not know they exist.
- ◆ The Task Force can help companies that might not know how to find the right department, agency, or official for a given program.
- ◆ The Task Force also provides transparency and accountability in the process of accessing these program supports, and is a mechanism to follow up and possibly expedite applications in process.
- ◆ A broader Trade Leadership Network (built around, or alongside the FTZ Point Task Force) can provide a “one window” access point for other trade support programs and private sector support services (e.g. freight forwarders, trade finance, customs brokers, legal, etc.).

Value for Local Economic Development Efforts

The Task Force and Trade Leadership Network can also provide value by being a forum for partnership on any number of trade initiatives.

- ◆ For local economic development officials, as well as for local “field” representatives of federal and provincial agencies, the FTZ Point Task Force provides direct connections to key officials at the “headquarters” of the involved departments.
- ◆ A Trade Leadership Network can provide a focal point for:
 - Coordinating and leveraging all of the partners’ trade promotion and facilitation efforts in the region
 - Identifying gaps in the hard and soft infrastructure in the region
 - Advocating for regional trade and infrastructure priorities
 - Partnering on incoming/outgoing trade missions, conferences and seminars/workshops

Value for Promoting Investment Attraction

Attracting external investment was the initial reason for Winnipeg CentrePort and the federal government to jointly develop the Foreign Trade Zone Point concept. In each of the FTZ Point locations studied in this report, increasing inward investment was seen as the major benefit of the designation. Also, recent material reviewed from the federal government suggests that this is still seen as the principal purpose of the FTZ Point program. Specifically, an FTZ Point can contribute to inward investment efforts in a number of ways.

- ◆ Outside investors are familiar with the concept and some are looking specifically for areas with a Foreign Trade Zone.
- ◆ The status from being a federally designated FTZ Point appeals to foreign investors generally, and confers a sense of government support that appeals particularly to some Asian investors.
- ◆ The FTZ Point can be a powerful component of developing brand awareness of a place as an international trade corridor/gateway.
- ◆ FTZ Point status may help build on efforts to jointly market the Sault Ste. Marie area as a cross-border bi-national trade gateway.

3 – GOALS, OBJECTIVES AND STRATEGIC ATTRIBUTES

OVERALL GOALS

The overriding goals for achieving designation of Sault Ste. Marie as an FTZ Point include:

- ◆ To become a Northern Ontario focal point for international trade
- ◆ To significantly strengthen international trade for existing businesses in the region
- ◆ To attract more new businesses and investment to Sault Ste. Marie that engage in international trade activities.

Achievement of these overall goals will help to strengthen and diversify the Sault's economic base, taking advantage of its strategic location.

SPECIFIC OBJECTIVES

The specific objectives for Sault Ste. Marie as a designated Foreign Trade Zone Point include the following:

1. To enhance the visibility of Sault Ste. Marie as a Foreign Trade Zone
2. To establish a one-window seamless foreign trade service point
3. To strengthen Sault Ste. Marie's positioning on the investment attraction "map" and enhance promotion of the region for investment attraction
4. To enhance collaboration among the region's trade and investment attraction partners
5. To provide enhanced government outreach to the community vis-a-vis foreign trade
6. To be an important interface between government and businesses

STRATEGIC ATTRIBUTES/FEATURES OF SAULT STE. MARIE'S FTZ POINT

Key attributes provide additional strength for positioning Sault as a Foreign Trade Zone. As part of the formal application process for designation as an FTZ Point, it is important to demonstrate Sault Ste. Marie's strengths relative to a series of ten specific attributes or features that indicate commitment to the concept and the distinct advantages of the region in relation to international trade. In the following paragraphs we have summarized these ten key strategic attributes and features for Sault Ste. Marie.

Much of this information has been sourced from the most recent edition of the Sault Ste. Marie Community Profile, the Invest Sault Ste. Marie website and the SSMEDC website. The material has been edited and adapted, as appropriate, to be in a form that will best support the Sault FTZ Point application.

Additional information requirements for the formal application have been noted, where needed, and can likely be sourced by the SSMEDC from information it has access to.

1. An Economic Priority for the Region

There are several ways that the Sault can clearly indicate that international trade is an important feature of its present and future economy, and that designation as an FTZ Point is a priority for strengthening international trade:

- ◆ International trade is already identified as an important priority by the SSMEDC in its Strategic Plan, on its website and on the Invest Sault Ste. Marie website, as well as in associated investment attraction marketing and promotional materials.
- ◆ The SSMEDC already has a senior staff member assigned to the position of Manager of Trade, Investment & Community Marketing, demonstrating the important priority assigned to international trade. Therefore, the SSMEDC focuses much attention on fostering international relationships, global logistics and regional partnerships. Its International Relations and Global Logistics Strategy includes the following goals:
 - Generating and developing international relations, including the pursuit of a Global Transportation Gateway designation
 - Enhancing global logistics for business-to-business economic development opportunities
 - Establishing and maintaining sister-city arrangements/agreements and developing regional partnerships with Ontario's North Economic Development Corporation (ONEDC) and the Michigan Upper Peninsula Economic Development Network
 - Creating import/export-related business and economic growth opportunities, including the development of inbound and outbound trade and exploratory missions
 - Responding to enquiries from companies with a specific need/interest in international export/import trade matters, including global logistics.
- ◆ The prominence of international trade and international investment attraction is further demonstrated by major international investments made in local companies such as:
 - KKR & Company which purchased the 60-megawatt solar farms project in the Sault (\$300 million investment)
 - Brookfield Prince Windmill Project (\$400 million investment)
 - Tenaris Algoma Tubes, a manufacturer of seamless and welded steel pipe products (\$30 million investment)
 - Heliene Canada, a manufacturer of photovoltaic solar panels (\$6.5 million investment)

- Sutherland Global Services, which operates a business-process outsourcing (BPO) centre in Sault Ste. Marie
- Arauco N.A., which purchased and operates a medium density fibreboard mill
- Agero, operates a contact centre in Sault Ste. Marie, providing roadside assistance services on behalf of major U.S. car manufacturers.
- ◆ The SSMEDC, supported by the Transportation Infrastructure Committee, is seeking a City Council resolution in support of establishing the FTZ Point.
- ◆ There is strong local, provincial and federal government commitment to the restructuring and modernization of Algoma Steel which relies heavily on international trade and cross-border flows of goods and services.
- ◆ International consultant KPMG ranked Sault Ste. Marie in the top tier in Ontario in its International Competitive Analysis, which support's the SSMEDC's emphasis on attracting international investment.
- ◆ A joint economic growth agreement with Sault Michigan which endorses establishment of Foreign Trade Zone Point is also being pursued by the SSMEDC.
- ◆ The SSMEDC is seeking formal letters of support for designation as an FTZ Point from elected provincial and federal government officials. This is in recognition of the potential for contributing to the strength of the regional, provincial and national economies as the only FTZ Point in Northern Ontario and with a strategic international border crossing location.

2. Private Sector Leadership and Commitment

The SSMEDC is the local economic development agency, which has a private sector led board of directors. The SSMEDC has spearheaded this initiative to establish the Sault as a designated FTZ Point. This commitment is clear from the development of this Business Plan which was commissioned by the SSMEDC. The formal FTZ Point application should also show private sector leadership as follows:

- ◆ A description of the membership and function of the Trade Leadership Network
- ◆ Letters of support from business associations such as the Chamber of Commerce, along with other local/regional business or sector support organizations
- ◆ Letters of support from key companies, particularly large manufacturing, transportation and trading companies.

3. Dedicated Governance Body

It is proposed that the Sault Ste. Marie FTZ Point will have a dedicated FTZ Point Task Force as its governing body. Details of the governance and organizational structure for the Sault FTZ Point are provided in chapter 4 of this report.

It is intended that this FTZ Task Force interface with the SSMEDC as this would be the private sector led incorporated organization with operational responsibility for the FTZ Point.

The FTZ Point will also have a clearly defined value proposition, as outlined in the preceding chapter of this report:

- ◆ Value of task force and related trade support network
- ◆ Value for local companies and potential investors
- ◆ Value for local economic development efforts
- ◆ Value for promoting investment attraction.

The operationalization of the FTZ Point is intended to build on the value proposition in stages:

- ◆ Initial stage (start-up) – plans for creating local awareness, marketing
- ◆ Steady stage (full ongoing operations) – regular meetings, staff leadership, sustainability
- ◆ Leveraging the FTZ Point for International investment recruitment efforts.

4. Local and Provincial Government Support to Participate in the FTZ Task Force

The FTZ Point Application should include details on the membership and composition of the FTZ Task Force as well as the commitment and membership of the proposed Trade Leadership Network, as outlined in chapter 4 of this report. The Task Force will need to be set-up according to federal FTZ Point requirements but, as indicated in Chapter 4, will likely include several members of the existing Sault Ste. Marie Transportation Infrastructure Task Force. The Application should also include:

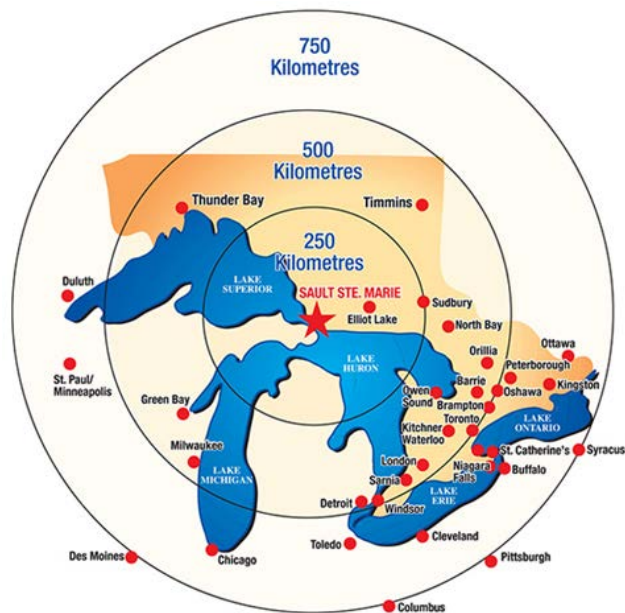
- ◆ Letters of support for a potential for U.S. / Canadian Bi-national venture
- ◆ Letters of support from foreign trade facilitators on both sides of the border
- ◆ References to how this will be supported in local economic development strategies and other strategic plans
- ◆ References that show alignment with any provincial strategies (growth corridors?)
- ◆ Reference to letters of support from MEJCT Trade Policy Branch and MENDM
- ◆ Funding/resourcing commitments, including staff time, dedicated staff and other pledged support from partners.

5. Favorable Business Environment

There are several factors that are indicative of a favorable business environment in Sault Ste. Marie, including the following:

- ◆ **Internationally-linked manufacturing sector.** Restructuring of Algoma Steel now complete and undertaking upgrading and expansion
 - Several other major companies and industries are experiencing strong business conditions
- ◆ **Robust local and regional tourism industry.** The tourism sector continues to be an ongoing major component of the economy and has been experiencing stable market conditions.
- ◆ **Strategic location and proximity to major North American markets.** Sault Ste. Marie is located at the centre of the Great Lakes economy which, according to the Council of the Great Lakes Region, is a highly integrated trading zone encompassing more than 50% of all U.S./Canadian bilateral border trade and over 200 million tons of cargo shipped annually. The region includes ten U.S. states and two provinces, with a total GDP of US\$6 trillion. The Sault's strategic location within this region is illustrated in the map of Figure 3.1.

Figure 3.1:



Source: Invest Sault Ste. Marie

- ◆ **Overall costs of doing business are highly competitive.** Sault Ste. Marie offers numerous cost benefits over business operations in larger cities. This includes quality talent and expertise at an affordable rate, low business operating costs, and low costs for land and real estate. Businesses in the city also have access to financial incentives and programs for new and existing clients.
 - In 2016, Sault Ste. Marie ranked 10th globally out of 111 cities in KPMG's Competitive Alternatives study which examined competitive business cost structure.

- ◆ **Competitive utility rates with high degree of reliability.** Sault Ste. Marie is well-serviced by local and provincial utility companies and agencies with low to average costs relative to other Ontario municipalities.
 - Electricity – Sault Ste. Marie offers the lowest cost of electricity in northern Ontario and has surplus reliable power with uninterrupted back-up capabilities. Also, Hydro One Sault Ste. Marie is the second largest electricity transmitter in Ontario. The Sault area generates about 1,200 megawatts of electricity, mostly from clean, renewable sources like solar, wind and hydroelectric – enough to power several hundred thousand homes.
 - Water – The Public Utilities Commission operates a direct water filtration plant with a peak capacity of 60,000 m³/day, and provisions already made to double this capacity in future. Water for industrial purposes is also available from area lakes and rivers.
 - Natural Gas – Sault Ste. Marie is also serviced by Union Gas, a major Canadian natural gas storage, transmission and distribution company.
- ◆ **Sault Ste. Marie offers extensive business support and startup resources.** In addition to federal and provincial government business support agencies with offices in the Sault (such as FedNor, Business Development Bank of Canada, and NOHFC) several local organizations provide expertise and support for local industries and businesses:
 - Sault Ste. Marie Economic Development Corporation
 - Sault Ste. Marie Innovation Centre
 - Millworks Centre for Entrepreneurship
 - Sault Ste. Marie Chamber of Commerce
 - Community Development Corporation of Sault Ste. Marie and Area.
- ◆ **Sault Ste. Marie Economic Development Corporation (SSMEDC).** This is an independent not-for-profit agency and the lead organization in the community with respect to economic development. SSMEDC supports existing businesses and attracts external businesses to create jobs and increase the municipal tax base. It does this by promoting the city's strategic advantages to businesses around the world.
- ◆ **Sault Ste. Marie Innovation Centre (SSMIC)** functions as a catalyst for economic development and diversification in the information technology and knowledge-based sectors. Beyond supporting the growth and development of local science and technology companies, SSMIC operates an internationally recognized, award-winning community geomatics centre (ACORN).
- ◆ **The Community Partners** (Economic Development Corporation, Innovation Centre, Community Development Corporation and the Chamber of Commerce) have the expertise in accessing the many government funding programs available to qualifying businesses for establishing, relocating or expanding operations.

Other information that could be included in support of this key feature could include:

- ◆ Commitments to further improve the business environment (future commitments by City Council or other partners)
- ◆ Information on tax rates, showing they are competitive relative to other cities and regions.

6. Available Land

The Invest Sault Ste. Marie website tracks available commercial and industrial properties and, as of early February 2019, showed an inventory of 91 commercial and industrial properties available for sale or lease, including 330 acres of prime airport lands for sale in four parcels, each already serviced to the property line.

The Sault's *Community Improvement Plan* and the *Downtown Community Improvement Plan* show the City's commitment to enhancing commercial and industrial lands and buildings with appropriate planning and zoning policies, as well as business incentives for enhancement.

In the formal FTZ Point application it will be helpful to include or append the following information:

- ◆ Description of available commercial and industrial lands and buildings, including some basic specs such as sizes, ownership, servicing
- ◆ Highlights of strategic properties available such as those adjacent to the airport, port, and international bridge, etc.
- ◆ Future commercial and industrial lands that will be brought on-stream over time, based on the City's *Official Plan*.

7. High Quality Infrastructure

Sault Ste. Marie is located at the heart of the Great Lakes, sharing a border with Michigan, and providing access via air, rail, road and ship. This locational advantage ensures rapid and economical transportation of people, raw materials and information to markets globally, including access to 60 million consumers within 500 miles. Essential for enhancing international trade, the city has high quality transportation and communications infrastructure, as summarized in the following paragraphs.

- ◆ **Access to highway system infrastructure.** Sault Ste. Marie has direct access to Canadian markets via Highway 17 (part of the Trans-Canada Highway), which links to the east coast, west coast and to Southern Ontario via Highway 400. Direct access to the U.S. market is provided by Interstate Highway I-75 located across the International Bridge.
- ◆ **Air infrastructure and access.** The Sault Ste. Marie Airport features unrestricted landing (24 hours) with category five certification. The site boasts two 6,000 ft. x 200 ft. runways with approval in place for a 2,000 ft. extension. Sault Ste. Marie is connected to

major international air travel hubs by several airlines offering multiple daily scheduled flights, including:

- Air Canada with multiple daily non-stop flights to/from Toronto International Airport (Canada's busiest and largest airport), which has numerous U.S. and worldwide daily non-stop connections.
- Porter Airlines, with multiple daily flights to/from Toronto Island Airport which offers non-stop connections to Ottawa, Montreal, Quebec City, Moncton, Halifax, St. John's, Thunder Bay, Sudbury, New York, Boston and Chicago.
- Bearskin Airlines, which flies direct to Winnipeg, Thunder Bay, Sudbury, Timmins, Ottawa and numerous other locations in Northern Ontario and Manitoba.
- Delta Airlines flights from nearby Sault Ste. Marie, Michigan, which connect daily with Detroit Metro Airport.

Sault Ste. Marie Airport also has two fixed base operators capable of servicing scheduled and charter aircraft, including jets up to the size of a Boeing 737. Sault Airport is also a major base for the Province's forest fire fighting service.

- ◆ **Rail access and infrastructure.** Sault Ste. Marie has rail access to the North American marketplace via Canadian National, Canadian Pacific and Huron Central railways.
 - These routes provide coast-to-coast service with access to manufacturing facilities in Canada and the United States.
 - With a rail bridge crossing the St. Mary's River into Michigan, Sault Ste. Marie also has direct rail access to more than 10,000 U.S. route-miles with linkages to major U.S. cities such as Detroit, Minneapolis, Chicago, Milwaukee and Duluth.
- ◆ **Marine and port infrastructure.** Sault Ste. Marie has a Seaway-depth marine port located at Algoma Steel on the St. Lawrence Seaway system, which serves a region of 95 million people accounting for about 45 percent of the U.S. manufacturing base. There are plans underway to develop a second deep water port. The port and nearby Sault Locks can accommodate 1,000-foot freighters used on the Great Lakes, as well as ocean going vessels. More than 94 million net tons of freight moves through the Sault Locks each year.
- ◆ **Communications infrastructure.** Sault Ste. Marie offers an advanced communication infrastructure to suit the needs of any project. The unique geographic location of the community located directly on the U.S. border provides the ability for redundant access to major American telecommunication backbones. The city has the only fibre optic connection to the U.S. located on the upper Great Lakes via the Sault Ste. Marie International Bridge. This is a unique advantage to locating a business in Sault Ste. Marie. The region is served by three independent broadband carriers each offering OC192 network lines with 10Gbps and GbE capacity, so it can meet the Information and communication technology needs of any company.

8. Active Participation in and Connection to Global Supply Chains

There are a range of companies that are an active part of the North American and/or global supply chains, including both manufacturing and service companies. These companies make use of domestic and imported inputs and export various goods and services. Several good examples of companies integrated with the North American and/or global supply chains include:

- ◆ **Steel manufacturing and fabrication.** Algoma Steel is the third largest integrated steel manufacturer in North America and produces various grades of steel sheets and plates to service the automotive industry, energy sector, bridge construction and more.
 - Tenaris Algoma Tubes manufactures seamless pipe used by the oil and energy sectors.
 - Many more steel fabricators and re-manufacturers such as Soo Foundry & Machine, China Steel Inc., Rector Machine Works and SIS Manufacturing, which produce custom steel products ranging from welded beams to locomotive chassis for export.
 - Sault Ste. Marie also boasts a growing defence sector including steel fabricators and other companies having controlled goods certifications.
- ◆ **Forestry and forest products.** Sault Ste. Marie continues to be a significant forestry production and export centre with companies like Arauco N.A. producing high quality MDF, Eacom producing engineered wood products, Boniferno Millworks (hardwood lumber), Bioforest Technologies, among others.
 - Sault Ste. Marie is the headquarters of the Ontario Ministry of Natural Resources' Forest Division staff, and three forest research centres including the Ontario Forest Research Centre, Great Lakes Forestry Centre (federal) and provincial Invasive Species Centre.
 - Valuable cutting-edge research and development in Sault Ste. Marie at these institutions builds national and international knowledge and expertise in forestry and related scientific and environmental issues.
- ◆ **Smart energy, clean tech and renewable energy.** The Sault area produces over 500 MW of renewable made up of wind (250 MW), solar (60 MW), hydro (203 MW) and co-generation (110 MW feeding Algoma Steel). Sault Ste. Marie has also become an important venue for experimental energy and clean tech projects, including gasification of waste, reverse polymerization of tires, smart grid technology, and currently a promising 7 MW battery energy storage project between Convergent Energy and the Sault Ste. Marie Public Utilities Commission.
 - Heliene Canada is a solar panel manufacturer is based in Sault Ste. Marie which exports panels mainly throughout North America.
 - The Sault Ste. Marie Public Utilities Commission (PUC) has initiated a \$33 million community-wide smart grid project with Infrastructure Energy LLC, as well as a 48MW energy storage system, the largest of its kind in Canada. These two projects will create a more resilient, reliable and intelligent electrical system for Sault Ste. Marie, and will significantly lower electricity costs for large and mid-sized businesses.

- ◆ **Lottery and gaming industry.** Sault Ste. Marie is the headquarters of the Ontario Lottery & Gaming Corporation - one of the largest gaming organizations in North America. For over 20 years expertise on operating and growing Ontario's lottery business has been developing in Sault Ste. Marie and a cluster of businesses servicing the lottery and gaming sector naturally continues to develop. Companies like Canadian Bank Note, Pollard Banknote and Brooks Marketing are based in Sault Ste. Marie or have a presence here supporting lottery game development, operations and promotion.
- ◆ **Digital economy.** Sault Ste. Marie's burgeoning IT and digital economy sector is comprised of software development, web development, business process outsourcing, digital marketing, app development, game development and cloud-based software companies. Some examples include business process software company Workiva, online media company Village Media, Insightworks (online training and onboarding), Microsoft 365 technical support firm Createch, Veracity, Canada Bank Note, SSI System Solutions, Lucidia, Miramar, Cavera and others.
 - Sault Ste. Marie recently ranked in the top 10 for competitiveness in the digital entertainment and software design industries in the 2016 KPMG Competitive Alternatives Study. Local digital companies enjoy lower labour costs, overall operating costs, and affordable leasing/rental costs for office space.
 - Also, the Sault Ste. Marie Innovation Centre works closely to support local science and technology companies from startup through growth.
- ◆ **Aviation/aerospace sector.** Aviation focused companies include J D Aero, Springer Aerospace, Humphrey Aviation, Ontario Ministry of Natural Resources Air Services, Sault College aviation program, World Fuels, AvJet Fuels and other companies. J D Aero provides aircraft maintenance, repairs and overhaul services for airlines in Canada and overseas, including Air Canada Jazz, Air New Zealand, Austrian Airlines and Porter Airlines. Also, there are over 1,000 acres of commercial/industrial land available for development adjacent to the Sault Ste. Marie airport.

Information that could be added under this key feature includes:

- ◆ Alignment with national policies, such as the National Policy Framework for Strategic Gateways and Corridors
- ◆ International trade data showing imports and exports via Sault Ste. Marie and/or on the part of major Sault Ste. Marie companies.

9. Access to a Skilled Labour Force

In recognition of the importance of having a diversified, highly skilled labour force available to support existing and future businesses, the City of Sault Ste. Marie has hired a full-time Labour Force Coordinator. The Sault already has a highly skilled workforce and access to hundreds of new graduates annually from local post-secondary educational institutions.

The existing labor market encompasses a multiplicity of skills including: technical, manufacturing, and related trades; information technology; sales and service; business and management; scientific and research and development. Additional strengths related to the labour force include:

- ◆ **Access to training and education.** Sault Ste. Marie is serviced by three post-secondary institutions, with Algoma University and Sault College in Sault Ste. Marie, Ontario and Lake Superior State University just across the International Bridge in Sault Ste. Marie, Michigan.
 - With a combined enrollment of over 6,000, Algoma University and Sault College offer a wide range of degree and diploma courses in disciplines, such as Digital and Graphic Design, Human Resources, Business, IT and Computer Science, Gaming Technology and Hospitality and the Culinary Arts.
 - Sault College and Algoma University generate over 1,200 graduates every year who are armed with the skills to succeed.
- ◆ **Low unemployment rate and high participation rate indicate a vibrant economy.** In 2018 Sault Ste. Marie had a low unemployment rate, which was approximately 4.2 per cent in September of 2018. The community also had a high labour force participation rate (64.3 per cent) and employment rate (61.6 per cent) in 2018, significantly higher than a year earlier.
- ◆ **Competitive labour rates and costs.** In the formal FTZ Point application it may be helpful to include wage rates for key occupations, showing how they compare to provincial averages and/or other cities.

10. Access to a Multimodal Transportation System

Sault Ste. Marie has good access to all passenger and freight transportation modes – road, rail, air and marine. Facilities are available for direct intermodal transfers of freight including the following: truck to/from rail, marine and air; rail to/from truck and marine; air to/from truck; and marine to/from rail and truck. Large industrial companies like Algoma Steel are serviced directly by marine, rail and truck, as needed.

Other important features and attributes of the region's multi-modal transportation system include:

- ◆ Access to major highway networks – Sault Ste. Marie has direct access to Canadian markets via Highway 17 (part of the Trans-Canada Highway), which links to the east coast, west coast and to Southern Ontario via Highway 400. Just across the International Bridge, where wait times are a fraction of what they are at southern Ontario border crossings, Interstate-75 provides direct access to a large portion of the U.S.
- ◆ Sault Ste. Marie has rail access to much of the North American marketplace via Canadian National, Canadian Pacific and Huron Central railways. These routes provide coast-to-coast service with access to manufacturing facilities in Canada and the United States.

- ◆ The Sault Airport has 24-hour capability and is well-connected to other cities in Northern Ontario and major hub airports in Toronto. Also, service to U.S. airports in Detroit and Minneapolis-St. Paul is available from the nearby airport in Sault Michigan (Chippewa County International Airport).
- ◆ The Port of Algoma is currently the 4th largest port on the Canadian Great Lakes (by volume), handling approximately 500 vessels a year and is strategically located by the Sault Locks on the St. Lawrence Seaway System.

In the formal FTZ Point application the following additional information should be included:

- ◆ Details of specific intermodal transfer facilities
- ◆ Inventory of major warehousing and trans-loading facilities, including any existing Customs Bonded Warehouse facilities
- ◆ Importing and exporting service providers – here it would be helpful to provide a list of customs brokers, freight forwarders, etc.
- ◆ Other relevant information regarding the local capabilities of each transportation mode, including inter-modal transfer capabilities and the extent of local primary and support service providers for each mode.

4 – GOVERNANCE AND OPERATIONAL REQUIREMENTS

This report has made clear that an FTZ Point designation can provide an effective “one-window” approach to facilitating access for local and regional businesses to the five foreign trade programs offered by the federal government. This is clearly a source of added value for local businesses. The FTZ Point itself can also be a catalyst to contribute additional value to the regional economy through:

- ◆ Improving coordination of the community's trade promotion efforts by bringing together local, provincial and federal officials with a mandate to promote and facilitate international trade.
- ◆ A dedicated focus on facilitating trade through community leadership which can identify gaps in hard infrastructure (ports, lands, specialized facilities) and soft infrastructure (private service providers) and then advocating for investment in hard infrastructure and by organizing soft infrastructure.
- ◆ Providing “one-window” access to the five federal programs, as well as to other public sector (federal, provincial, local) and private sector trade facilitation services (legal, customs brokers, transportation, etc.)
- ◆ Leveraging the FTZ Point Designation and the “one-window” access to effectively brand Sault Ste. Marie as a major international trade gateway.

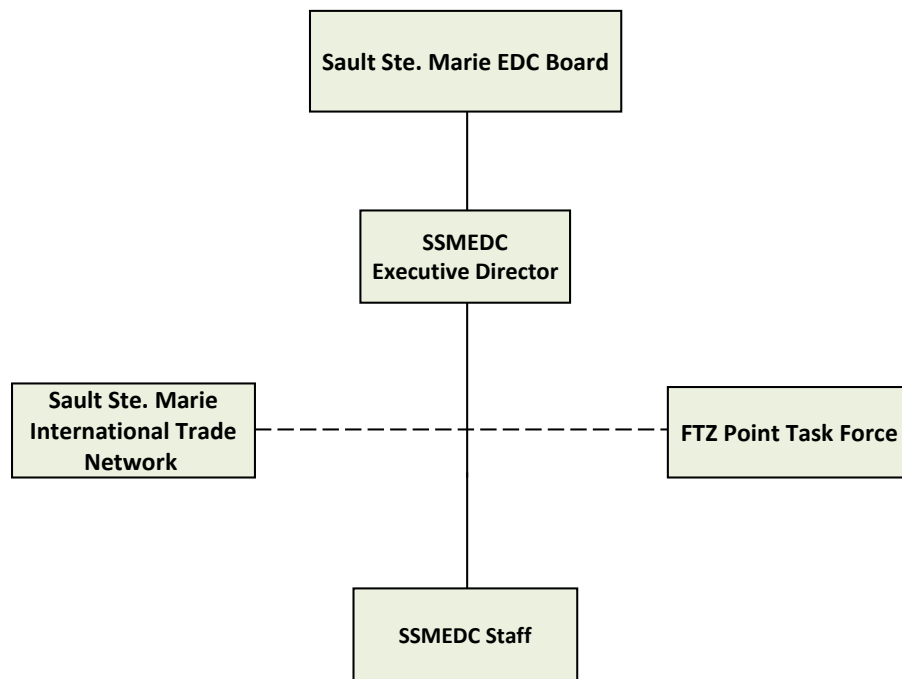
OVERALL GOVERNANCE

There are three principal components recommended for the governance of the Sault Ste. Marie FTZ Point:

- ◆ FTZ Point Task Force, which is the overall governing body, and interfaces with the SSMEDC
- ◆ Trade Leadership Network, which is an advisory group that interfaces with the SSMEDC and the FTZ Point Task Force
- ◆ Staff support provided by the SSMEDC.

The overall governance for the Sault Ste. Marie FTZ Point is shown schematically in Figure 4.1, on the following page.

Figure 4.1: FTZ Point Overall Governance



Source: Consultants' analysis

This chart shows the relationships among each of the components of the overall FTZ Point governance.

The FTZ Point Task Force

The FTZ Point itself, and the Task Force that provides “one-window” access to the foreign trade programs, represents the minimum organizational requirement for FTZ Point designation. The business of the Task Force (which would likely meet quarterly) is to initiate and follow up on applications for the five Foreign Trade programs.

- ◆ Regular meetings of the Task Force can provide opportunities for locally-based and Ottawa-based federal officials, as well as provincial and local officials, to develop relationships that can provide insights about the local export economy and trade promotion priorities of senior governments.
- ◆ However, the central purpose of the Task Force is to facilitate and expedite access to the five programs, not to provide overall leadership on local/regional trade issues and services.

The FTZ Point Task Force is typically chaired by a senior official from the appropriate federal regional development agency. In the case of Sault Ste. Marie, this will be FedNor. The additional federal government departments/agencies represented on the Task Force include

Transport Canada, Canada Revenue Agency, Canada Customs and Security Agency, and Global Affairs Canada. These federal representatives are typically joined on the Task Force by relevant provincial government officials, local government and economic development officials (who typically are the lead staff people for the FTZ Point), and a small number of business and/or community leaders. For Sault Ste. Marie the recommended composition of the FTZ Point Task Force is as follows:

- ◆ SSMEDC
- ◆ City of Sault Ste. Marie
- ◆ FedNor
- ◆ Canadian Border Services Agency (CBSA)
- ◆ Canadian Export Development Corporation (CEDC)
- ◆ Canada Revenue Agency (CRA)
- ◆ Transport Canada
- ◆ Global Affairs Canada
- ◆ Ministry of Energy, Northern Development and Mines (MENDM)
- ◆ Sault Ste. Marie Airport
- ◆ Sault Ste. Marie International Bridge Authority
- ◆ Three or four private sector business leaders representing major local companies heavily involved in international trade.

Trade Leadership Network

While the Task Force is the mechanism for facilitating “one-window” access, it is not intended to be a governance mechanism for overall trade promotion leadership in the community. Therefore, Sault Ste. Marie should consider organizing a Trade Leadership Network. This could be called the *Sault Ste. Marie International Trade Network* and could be governed by a Board which would include some of the officials on the Task Force, but would be augmented with membership from other local businesses and organizations who have potential impact on the community’s effectiveness as a trade gateway. These additional players could/should include:

- ◆ Leaders from key trade infrastructure providers such as the Airports Authority, the Bridge Authority, as well as marine, port and rail providers
- ◆ Business leaders from major trade-dependent companies in the area (i.e. manufacturers, logistics companies)
- ◆ Representatives of trade facilitation service providers (e.g. freight forwarders, customs brokers)

- ◆ Economic development agencies (local, provincial, federal, and not-for-profit)
- ◆ Other organizations that may provide support to local businesses (e.g. Chamber of Commerce, Sault College and Algoma University).

The Trade Leadership Network would operate alongside the Task Force and would share some, but not all, of the same members. It can act as a governance vehicle to provide local leadership on leveraging the practical and brand value arising from the FTZ Point designation by ensuring that there is a coalition of interests and a proper forum for cooperation on trade promotion and facilitation.

Specifically, the Trade Leadership Network should be a vehicle to discuss and collectively address the following priorities:

- ◆ Developing a seamless “one-window” approach not only to the five designated foreign trade programs, but also to broader public and private trade facilitation and promotion services.
- ◆ Identifying gaps in hard and soft trade infrastructure (physical bottlenecks, skills shortages, inadequate service providers) and address these through advocacy and coordination.
- ◆ Coordinating local/regional trade promotion activities such as incoming and outgoing trade and investment missions.
- ◆ Jointly promoting Sault Ste. Marie as an international trade gateway.

STAFFING, OPERATING, AND FUNDING REQUIREMENTS

The principal staff support for promoting and managing local access to the “one-window” Task Force is typically provided by the principal local/regional economic development agency – in this case Sault Ste. Marie Economic Development Corporation (SSMEDC).

Recognizing that existing staff of the SSMEDC are fully committed to existing responsibilities, incremental staff resources will be required to implement and operate the FTZ Point on an ongoing basis. As a result of research and consultation undertaken during preparation of this Business Plan, it is recommended that one full-time equivalent position be established to manage the initial implementation and ongoing operations of the FTZ Point, particularly during the first year.

- ◆ A key responsibility will be to promote and explain the advantages of the FTZ Point to local stakeholders and external investors and facilitate one-window access to the various foreign trade programs.
- ◆ After the first year of operation, the staff requirements for ongoing management of the FTZ Point will likely reduce to less than one-half FTE, although there may be merit in

retaining the full-time staff position and allocating other foreign trade marketing and promotion responsibilities to this individual.

- ◆ A key role could be providing staff support to the Sault Ste. Marie International Trade Network.

A preliminary estimate of the annual incremental operating budget required during the first year of operation is shown in Figure 4.2 and amounts to a little over \$70,000 including the staff position, which during the first year may be a contract position. Other costs are allocated to incremental marketing/promotion, networking and public relations costs that will be incurred by the SSMEDC in support of the FTZ Point.

Figure 4.2: Estimated FTZ Point Year 1 Operating Costs

FTZ Point Cost Component	Cost Estimate
Staffing costs	\$55,000
Development of promotional material	\$3,500
Website development and e-marketing	\$4,500
Direct marketing initiatives	\$1,000
Public relations activities	\$2,000
FTZ Point Advertising	\$2,000
Networking via industry associations	\$1,500
Miscellaneous	\$1,000
Total Budget	\$70,500

Source: Consultants' analysis

The SSMEDC may be able to access appropriate federal government financial assistance program support for these incremental costs. During subsequent years of operation the staffing costs will be more predominantly related to supporting the International Trade Network's activities, once the initial FTZ Point implementation stages have been completed.

5 – ACTION PLAN FOR IMPLEMENTING SAULT STE. MARIE FTZ POINT

Three phases in the development and leveraging of the FTZ Point in Sault Ste. Marie are recommended as follows:

- ◆ Phase 1 – Preparing for the FTZ Point designation
- ◆ Phase 2 – Promoting the FTZ Point
- ◆ Phase 3 – Leveraging the FTZ Point Designation

Each of these three phases requires different skills and leadership from different partners in Sault Ste. Marie. Overall staff leadership and coordination for these phases will be provided by Sault Ste. Marie Economic Development Corporation, but to make this program truly successful, all of the major stakeholders will have to be supportive and take leadership for specific tasks.

We have developed a Year 1 Action Plan for Implementation of the three phases, as shown in Figure 5.1 and described on the following pages.

Figure 5.1: Year 1 Action Plan for Implementation

Action Plan Step	Responsibility	Timing (2019/20)											
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1. Complete the FTZ Point Business Plan and seek endorsement by Transportation Infrastructure Committee	• Consultants, SSMEDC, Transportation Infrastructure Committee	■											
2. Finalize governance structure and agree upon roles/ responsibilities	• SSMEDC		■										
3. Organize broader community support for the FTZ Point and City Council Resolution	• SSMEDC		■	■									
4. Prepare the formal application for FTZ Point Designation	• SSMEDC and partners			■	■								
5. Organize for a formal announcement	• SSMEDC and partners					■	■	■					
6. Develop initial materials to promote the FTZ Point	• SSMEDC and partners						■	■					
7. Stage information sessions for the business community	• SSMEDC and partners							■	■	■			
8. Form the FTZ Point Task Force and provide staff support for implementation	• SSMEDC, FTZ Point Task Force, FTZ staff							■	■	■	■		
9. Integrate the FTZ Point into Marketing and Business Retention	• SSMEDC, FTZ Point Task Force, FTZ staff									■	■		

Action Plan Step	Responsibility	Timing (2019/20)											
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
programs													
10. Integrate the FTZ Point in a broader Trade Leadership Network	• SSMEDC, FTZ Point Task Force, FTZ staff												
11. Engage in potential joint marketing efforts with counterparts on the U.S./Michigan side of the border	• SSMEDC, FTZ Point Task Force, FTZ staff												
12. Undertake monitoring and evaluation of implementation progress	• SSMEDC, FTZ Point Task Force, FTZ staff												

Source: Consultants' analysis

PHASE 1: PREPARING FOR THE FTZ DESIGNATION

This first phase should be undertaken over a two to three-month period and will focus on clarifying the roles and responsibilities of the various partners, ensuring broad-based business community support, and writing the application for the FTZ Point. It is strongly recommended that the stakeholders initiate and complete this phase as soon as possible, in order to have any chance of receiving the designation prior to the fall federal election. The federal government has been known in other cases of FTZ Points to take a long time to make and communicate its decision to Designate. At least one of the FTZ Points we reviewed in detail had their designation decision significantly delayed by a federal election.

There are four key steps involved in Phase 1:

- 1. Complete the FTZ Point Business Plan and seek endorsement by Transportation Infrastructure Committee.** This first step will need to be undertaken upon completion of this Business Plan.
- 2. Finalize governance structure and agree upon roles and responsibilities.** These must be outlined clearly in the application for designation. Recommended roles and governance are discussed in chapter 4 of this report.
- 3. Organize broader community support for the FTZ Point and City Council Resolution.** Several of the other FTZ Points' experiences suggest that letters of support from community groups, business leadership organizations, local government, the provincial government and other stakeholders (e.g. service providers, infrastructure providers) are very helpful in achieving a positive decision from the federal government.
- 4. Prepare the formal application for FTZ Point Designation.** The application will require a research effort to pull together key statistics (which will likely require input from several of the partner organizations), and should be well written and compelling. A suggested outline for the application is included in Figure 5.2. This is based on the requirements outlined by the federal government and the consultants' review of an actual submission.

Figure 5.2: Outline of FTZ Point Application Submission

Chapter or Section	Sources of Information
A - Introduction – Summary of Key Points	♦ Excerpts from the remainder of this application document
B - Regional Context	♦ Existing Community Profile, SSMEDC promotional materials, and Invest Sault Ste. Marie website
C - Sault Ste. Marie's Manufacturing and Export Economy	♦ Existing Community Profile, SSMEDC promotional materials, Invest Sault Ste. Marie website, and other relevant economic data
D - Importance of an FTZ Point to Sault Ste. Marie	♦ Develop narrative based on the preceding that emphasizes importance of the FTZ Point designation to the Sault area export economy
E - Sault Ste. Marie Investment Attraction Activities	♦ Existing Community Profile, SSMEDC promotional materials, and Invest Sault Ste. Marie website
F – Sault Ste. Marie's FTZ Point Proposal	♦ Goals and objectives from Ch. 3 of Business Plan ♦ Organizational and operational requirements from Ch. 4 of Business Plan ♦ Action plan for implementing FTZ Point from Ch. 5 of Business Plan ♦ Ten Strategic Attributes from Ch. 3 of Business Plan
Attachments – Letters of Support	♦ Letters of support from business community ♦ Letters of support from City of Sault Ste. Marie, its Transportation Infrastructure Task Force, and local/regional business and economic development agencies ♦ Copy of City Council Resolution in support of establishing an FTZ Point ♦ Letters of support from MPP, MENDM, MEDJCT ♦ Letters of support from MP, FedNor and other federal partners to be involved in FTZ Point

Source: Consultants' research and analysis

The material in sections A through D should be quite succinct, likely no more than a page in each case. The main part of the application document is section F, and much of the material for this is contained in this Business Plan. The letters of support, or other documents indicating support for the Sault FTZ Point concept should be obtained as soon as possible. It is likely they will not all be on hand when the application is submitted, but it will be helpful to have at least several key letters of support already attached to the initial submission (with more to follow).

This Phase 1 preparatory work will likely require the equivalent of 1 full-time equivalent (FTE) in dedicated staff support. If this Phase is not done well, the application may be turned down, and the following two phases will not happen.

PHASE 2: PROMOTING THE POSITIVE DECISION FOR DESIGNATION

With a strong Application, broad-based support, and given that this would be the first FTZ Point in northern Ontario, a positive decision to designate a Sault Ste. Marie FTZ Point should be expected.

Once the stakeholders/applicants are informed of a positive decision (before a formal announcement), local partners will want to promote the Designation, as follows.

- 5. Organize for a formal announcement.** It would not be unexpected that a senior federal minister would want to come to Sault Ste. Marie for a formal announcement of the Designation. Local leaders will want to leverage that as a vote of confidence in the Sault Ste. Marie economy, and as a message to business and potential investors.
- 6. Develop initial materials to promote the FTZ Point.** At the least this program should be highlighted on the SSMEDC web page and in any regular communications with the local business community. A strong power point presentation should be prepared to explain the FTZ program and how it will positively impact the community. Staff may also want to develop a brochure that all partners and staff dealing with business clients can display and distribute.
- 7. Stage information sessions for the business community.** The Windsor-Essex FTZ Point (identified as the most relevant best practice example for Sault Ste. Marie in this report) found that doing these seminars saved a lot of staff time and potential misunderstanding of the programs, as well as creating excitement and word-of-mouth promotion.

This phase may also require something close to a FTE staff person, depending on the work required to develop the materials and how many information sessions are offered.

PHASE 3: OPERATIONALIZING AND LEVERAGING THE FTZ POINT

The most successful FTZ Points are integrated into the overall economic development effort, and leverage the Point as a differentiator, and a support for the community's brand. The recommended key steps in Phase 3 include:

- 8. Form the FTZ Point Task Force and provide staff support for implementation.** The Task Force should be as prescribed by the federal government program. Although more meetings may be needed early on, most FTZ Point Task Forces meet approximately quarterly to review new requests to the program and to review progress on these files.
- 9. Integrate the FTZ Point into Marketing and Business Retention programs.** In Windsor, all staff visiting businesses carry information brochures on the FTZ Point, with the name of

the staff lead/contact included. Not all staff need to be trained on the specifics of the programs, but one local staff person should become the in-house expert. The FTZ Point should also be prominent in the community's branding materials.

- 10. Integrate the FTZ Point in a broader Trade Leadership Network.** This structure, described earlier in this report, can help identify gaps in the trade support/facilitation infrastructure, and coordinate trade facilitation programs across the broader region.
- 11. Engage in potential joint marketing efforts with counterparts on the U.S./Michigan side of the border.** This might take the form of a Bi-national Sault Ste. Marie International Trade Gateway that both sides can market to their respective clients.
- 12. Undertake monitoring and evaluation of implementation progress.** This will be an ongoing process and entail systematic evaluation of the effectiveness of the FTZ Point, as described in the next section of this report.

Managing the FTZ Point program specifically (dealing with clients wanting to access the program and supporting the Task Force) is likely to require less than one FTE once the program is up and running. If the partners in Sault Ste. Marie are looking to manage a Trade Leadership Network to leverage the FTZ Point into a more fulsome Trade/Investment/Branding program, this could easily merit an additional permanent full-time staff person.

MONITORING AND EVALUATING PROGRESS

This report has identified a number of ways in which a Foreign Trade Zone Point should provide value to the Sault Ste. Marie economy. In the short term there are a number of ways to monitor the FTZ Point's effectiveness in achieving each of these sources of value.

- ◆ Value for local companies and potential investors through one-window access to the five foreign trade zone programs.
 - How many local companies are aware of these programs and is there growth in numbers of local firms applying and getting approvals for the five federal programs?
 - Is the Task Force clearing the case load of applications in a timely way?
 - Are non-local companies inquiring about the FTZ Point and its benefits?
- ◆ Value for local economic development efforts.
 - Are companies engaging with SSMEDC and other partners to access solutions for their needs as traders and transporters of products (the five programs plus other trade facilitation resources and programs)?
 - Is there an increase in the cooperation between trade facilitation providers in the city region (partnership on trade missions, seminars, uptake of programs, etc.)?
 - Are local/regional firms increasingly viewing Sault Ste. Marie as an effective platform for international trade?

- Is there a consensus in the community about the most important investments (hard and soft infrastructure) needed to increase trade through the Sault Ste. Marie international trade corridor?
- ◆ Value for Promoting Investment Attraction.
 - Has the city's brand pitch effectively integrated its status as a key international trade gateway?
 - How many inquiries are coming into the FTZ Point from non-local firms asking about the benefits of Sault Ste. Marie as a platform for international trade and transportation/logistics?
 - Does staff perceive that the FTZ Point status and the city's messaging about Sault Ste. Marie as an international trade gateway is resonating with potential investors?

In the longer run, the effectiveness of the FTZ Point and the efforts of the partners to reposition and promote Sault Ste. Marie as an international trade gateway should be monitored based on measures such as:

- ◆ Trends in the value of shipments coming through the Sault Ste. Marie port of entry, compared with the competition.
- ◆ Investments in hard infrastructure (marine, rail, road, air, multi-modal, warehouses, etc.) that facilitate trade and transportation.
- ◆ Growth in the soft infrastructure to facilitate trade – increases in employment in related fields such as freight forwarding, customs brokers, etc.
- ◆ New investments and expansions by firms drawn to the city/region as a location for international trade and transportation/logistics

APPENDIX A: LIST OF PARTICIPANTS IN CONSULTATION PROCESS

List of Participants in Consultation Process

The individuals listed below participated in the consultation process undertaken during the preparation of this Business Plan.

Jeff Avery – Owner, Avery Construction (SSM)

Terry Bos – CEO, Sault Ste. Marie Airport Authority

Nevin Buconjevic – Manager of Trade, Investment & Community Marketing, Sault Ste. Marie Economic Development Corporation

Paul Connor – (former) Manager of Strategy, Niagara Region Economic Development

Patti Dunlop – Business Development Manager, Transport and Logistics, Calgary Economic Development

Diane Grey – President and CEO, CentrePort Canada (Winnipeg)

Dan Hollingsworth – CEO, Sault Ste. Marie Economic Development Corporation

Al Horsman – CAO, City of Sault Ste. Marie

Pam McRae – Initiatives Officer, FedNor (SSM)

Don Mitchell – Vice President, Algoma Financial (SSM)

Dave Murphy – Transportation Taskforce (SSM)

Rakesh Naidu – (former) Chief Operating Officer, Windsor Essex Economic Development Corporation

Hairani Othman – Northern Development Advisor, Ontario Ministry of Energy, Northern Development and Mines

Yvon Pellerin – Principal, Drawback Experts Canada (former CBSA official in charge of FTZ Points)

Peter Petainen, General Manager, International Bridge Administration

Sheila Purvis – Manager, Purvis Marine, Multimodal (SSM)

Rory Ring – CEO, Sault Ste. Marie Chamber of Commerce

Glen Vine – Area Manager, Ontario Ministry of Energy, Northern Development and Mines

Michael Zucchetti – Senior Director of Operations, Tenaris Algoma Tubes (SSM)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-77

SUBDIVISION CONTROL: (PR6) A by-law to deem not registered for purposes of subdivision control certain lots in the **Wilding Park Subdivision**, pursuant to section 50(4) of the *Planning Act*. (civic 534 Wallace Terrace and 101 McFadden Avenue) (Reliable Automotive & Industrial Radiator Inc.)

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Wilding Park Subdivision** was registered in the Land Titles Division on **June 11, 1912 as J6541**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Wilding Park Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF WILDING PARK SUBDIVISION DEEMED NOT REGISTERED**

LT 258-263 PL 6541 KORAH; PT LT 257, 285 PL 6541 KORAH AS IN T371531; PT LANE PL 6541 KORAH CLOSED BY T220739 PT 5 1R7496; SAULT STE. MARIE Wilding Park Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Douglas Street

Carufel Avenue

McFadden Avenue

Wallace Terrace



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-78

AGREEMENT: (AG 130) A by-law to authorize an agreement between the City and the Mill Market Inc. for the provision of a Municipal Capital Facility at the Mill Market, Huron Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Municipal Capital Facility Agreement for the Mill Market, dated April 15, 2019, between the City and the Mill Market Inc. attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK - MALCOLM WHITE

Schedule "A"

THIS AGREEMENT made this 15th day of April, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

- and -

MILL MARKET INC.

(hereinafter called the "Mill Market")

WHEREAS the City is the owner of the lands in the City of Sault Ste. Marie known as the Mill Market at Huron Street, Parts 1, 2, 3, 4, 10, 11, 12 IR5809 PCL 11121 AWS identified as assessment roll number 57-61-040-031-104-01-0000-00 and operates an existing Farmers' Public Market along with associated parking on the Subject Site thereon which services the residents of the City;

AND WHEREAS subsection 110(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended (hereinafter called "the Act") provides that the Council of a municipality may enter into agreements for the provision of "municipal capital facilities" by any person and Ontario Regulation 603/06 provides that such an agreement can be entered into for a municipal capital facility used for the provision of cultural, recreational or tourist purposes (s.2, para. 16 of O.Reg. 603/06);

AND WHEREAS the City and the Mill Market have been cooperating and working together to continue to provide a local cultural, recreational or tourist attraction in order to encourage community cohesiveness;

NOW THEREFORE the parties hereto agree as follows:

1. This is an agreement for the provision of a municipal capital facility by the City under s.110(1) of the *Act*;
2. The municipal capital facility is a cultural, recreational and tourist centre, known as the Mill Market, serving cultural, recreational and tourism purposes for the public;
3. The City shall cause its Clerk to give the necessary notice of the by-law permitting the City to enter into this agreement to the Minister of Finance as provided for in s.110(5) of the *Act*;

4. Upon the signing of this Agreement, the City shall pass a by-law under s.110(6) of the *Act* and s.6(1)(b) of O.Reg.603/06 exempting the Mill Market from taxation for municipal and school purposes for the lands and the municipal capital facilities thereon, with the sole exception of the business, retain and operating offices shown:
 - a. on the attached map which is marked as Schedule "A" hereto;
5. The City shall, upon the passing of the tax exemption by-law referred to above, cause its Clerk to give written notice of the contents of the by-law to the entities, as required under s. 110(8) of the *Act*;
6. If the lands are no longer used for the provision of cultural, recreational or tourist purposes for the benefit of the public, the City may at its discretion determine to remove the tax exemption status implemented pursuant to paragraph 4 herein. If the Mill Market terminates or allows the expiry of the lease agreement between themselves and the City for use of the Mill Market, the tax benefits of this Agreement shall no longer be in force; and
7. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

MILL MARKET INC.

I have the authority to bind the corporation.



Canal Community Gardens

Schedule "A"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-79

TAXATION EXEMPTION: (AG130) A by-law to provide for the taxation exemption for the Mill Market Inc. as a Municipal Capital Facility.

WHEREAS subsection 110(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, authorizes a local municipality to enter into a Municipal Capital Facilities agreement;

AND WHEREAS section 110(6) of the *Municipal Act, 2001* authorizes a municipality to exempt all or part of a Municipal Capital Facility from taxes levied for municipal and school purposes;

AND WHEREAS section 6(1)(b) of O. Reg. 603/06 authorizes the said taxation exemption for municipal capital facilities only where the municipal council declares such municipal capital facilities for public use;

AND WHEREAS the agreement between The Corporation of the City of Sault Ste. Marie and the Mill Market Inc. dated April 15, 2019 declared the Mill Market Inc. located at Huron Street, Parts 1, 2, 3, 4, 10, 11, 12 IR5809 PCL 11121 AWS, identified as assessment roll number 57-61-040-031-104-01-0000-00 as a Municipal Capital Facility for cultural, recreational or tourist purposes for the public;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **EXEMPTION FROM TAXATION**

The lands in the City of Sault Ste. Marie known as the Mill Market Inc., located at Huron Street, operating as a Farmers' Public Market along with associated parking on the Subject Site is exempted from taxation for municipal and school purposes for the lands and municipal capital facilities thereon.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

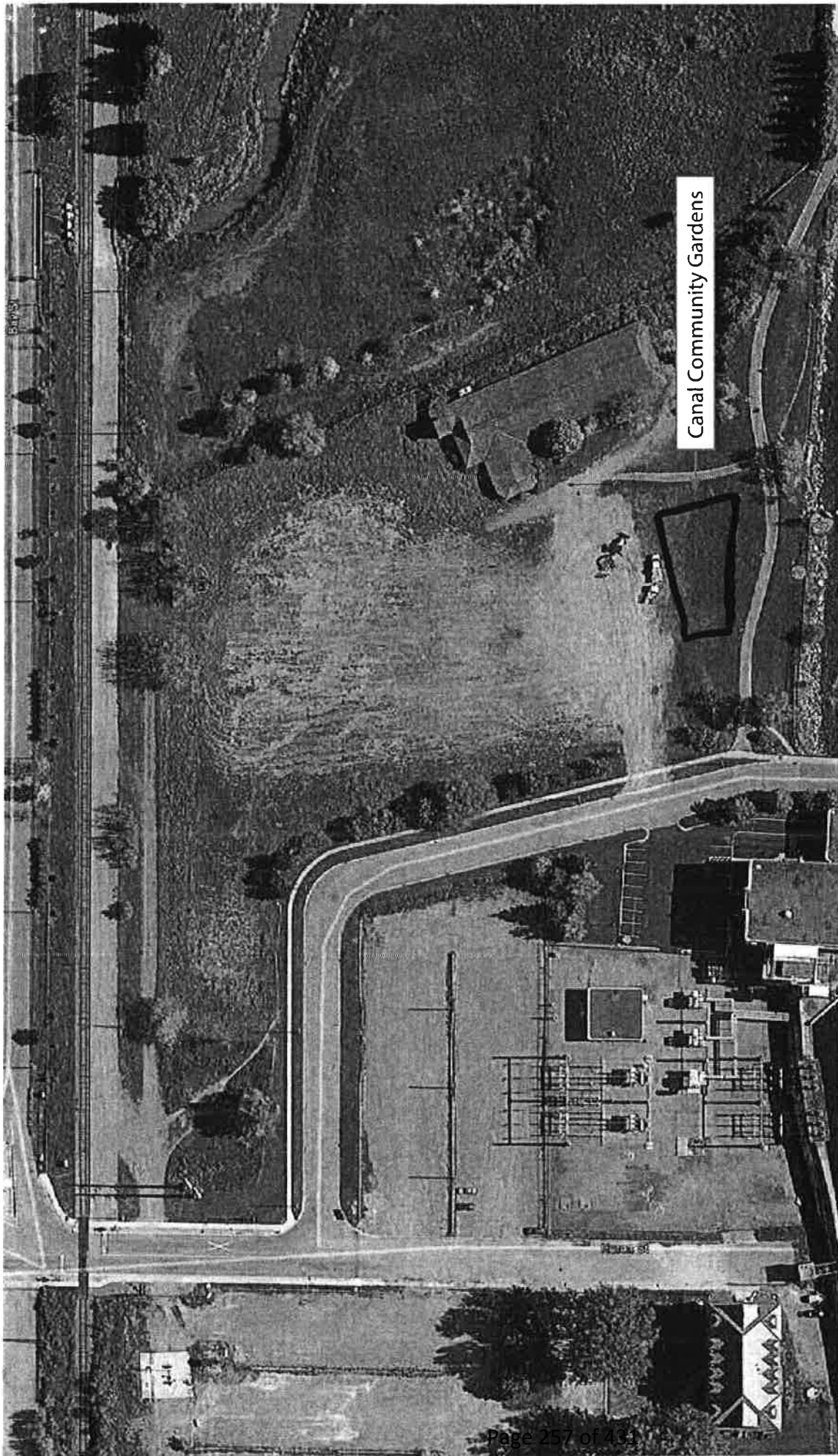
This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-79 TAXATION EXEMPTION MILL MARKET INC.DOC



Schedule "A"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-80

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Ruscio & Martella).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **22 MACDONALD AVENUE; LOCATED ON THE NORTHWEST CORNER OF MACDONALD AND GLADSTONE AVENUES; CHANGE FROM PR TO R5.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-30 of Schedule "A" to By-law 2005-150, is changed from PR (Parks and Recreation) zone to R5.S (High Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(383) and heading as follows:

"2(383) 22 MacDonald Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northwest corner of MacDonald and Gladstone Avenues having civic no. 22 MacDonald Avenue outlined and marked "Subject Property" on the map attached as Schedule 383 hereto is changed from PR (Parks and Recreation) zone to R5.S (High Density Residential) zone subject to the following special exception:

1. That the proposed apartment building not exceed 12 storeys.
2. That the maximum required lot coverage for the apartment building be increased to 35% from 33%."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

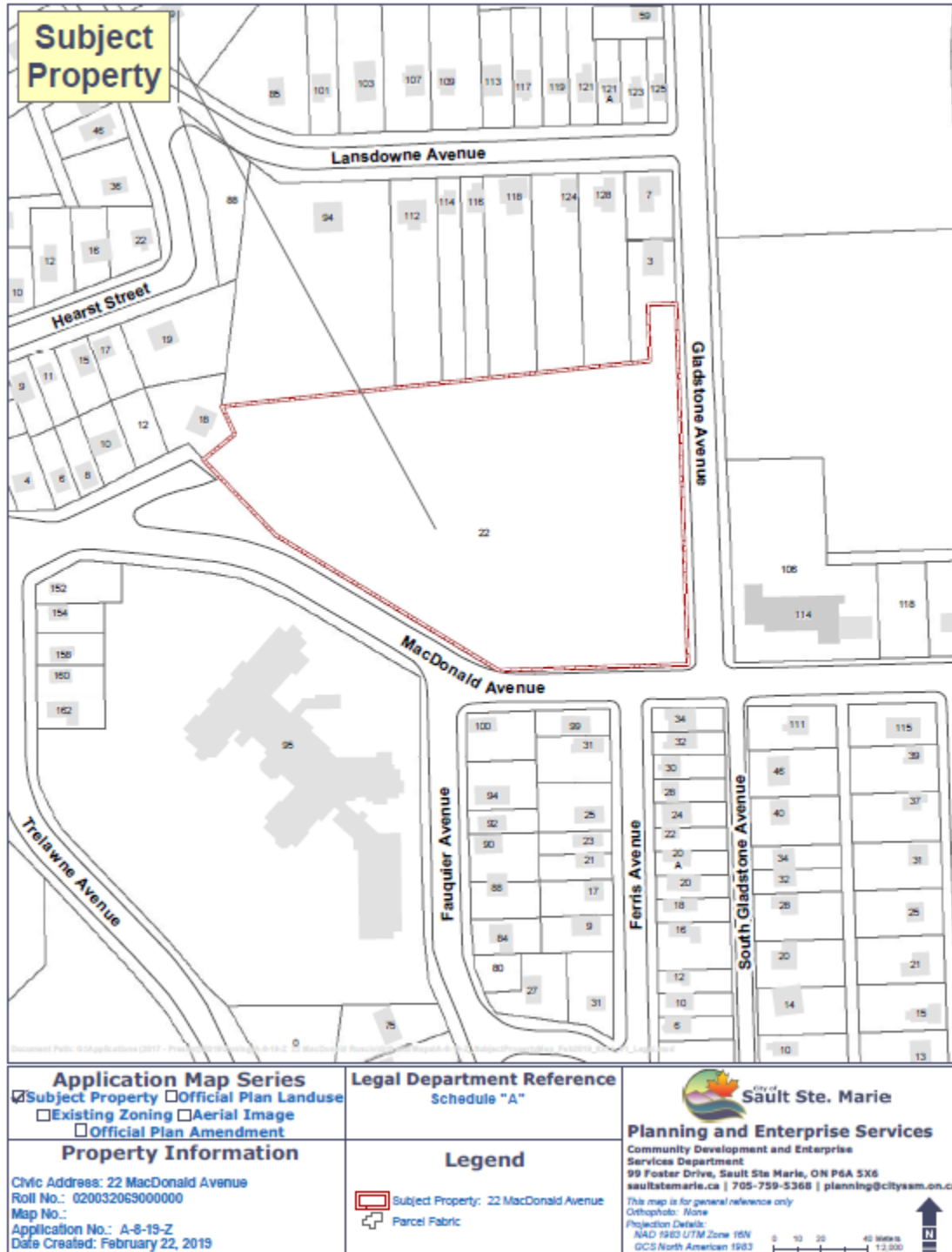
PASSED in Open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2019\2019-79(Z) 2019-80(DC) 22 MacDonald Avenue\2019-79 (Z) 22 MacDonald.docx

SCHEDULE "A" TO BY-LAW 2019-80 AND
SCHEDULE 383 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-81

DEVELOPMENT CONTROL: A by-law to designate the lands located at 22 MacDonald Avenue an area of site plan control (Ruscio & Martella).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

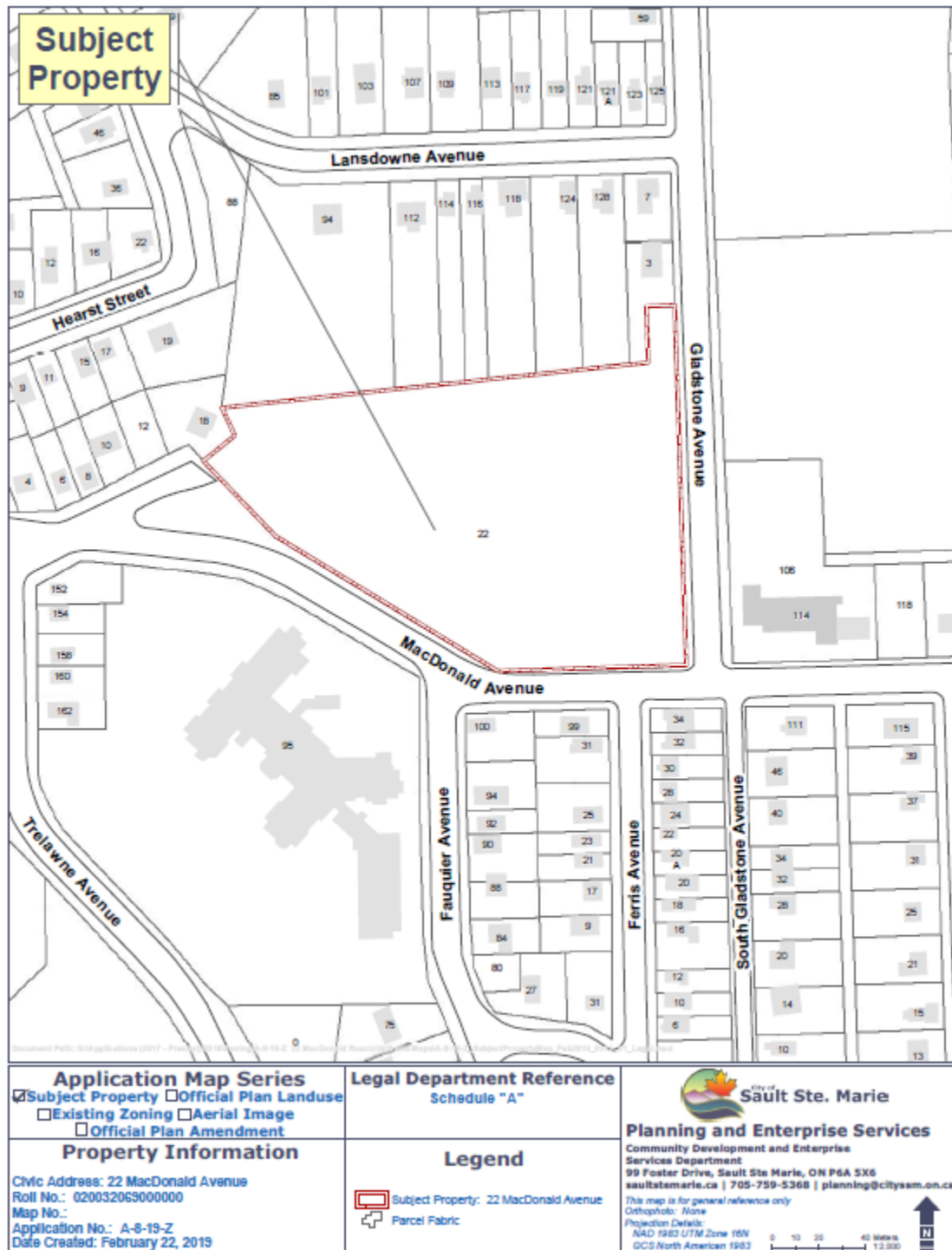
This by-law takes effect from the date of its final passing.

PASSED in open Council this 15th day of April, 2019

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2019-81



THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2019-82

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 223 to the Official Plan for the City of Sault Ste. Marie (Second Units).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 223 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

AMENDMENT NO. 223
TO THE
CITY OF SAULT STE. MARIE OFFICIAL PLAN

PURPOSE:

This Amendment contains amendments to the text of the Official Plan to authorize second units in Sault Ste. Marie. This is in response to the requirements of the Planning Act, 1990 and the Strong Communities through Affordable Housing Act, 2011, which require all municipalities in Ontario to permit second units.

LOCATION:

The proposed changes to the Official Plan apply to the entirety of the City of Sault Ste. Marie.

BASIS:

In 2011, the Ontario government passed the Strong Communities through Affordable Housing Act, which made amendments to the Planning Act that require all municipalities in Ontario to authorize second residential units. As per the Planning Act, second units are to be allowed within single detached, semi-detached and multiple attached (townhouse) dwellings, as well as within an accessory building located on the same lot as the above noted dwelling types, to a maximum of 1 second unit per lot.

AMENDMENT DETAILS:

- a) Under PART VI - PHYSICAL DEVELOPMENT - BUILT ENVIRONMENT, within Section 2.3 Land Use, the following is added as a new Section 2.3.8:

2.3.8 Second Units

Introduction

Second units are self-contained accessory residential units built within dwellings, built as part of accessory structures such as garages, or built as standalone accessory structures. Basement apartments, second floor apartments, garage suites and coach houses are all examples of second units.

The intent of the policies in this section is to authorize second units in the City of Sault Ste. Marie and to provide a framework for regulating second units in a manner that ensures they are developed appropriately and compatibly with the City's built and natural environment.

Policies

- SU.1 Second units shall be permitted on lots with single detached, semi-detached and multiple attached (townhouse) dwelling units.
- SU.2 Second units shall be permitted in both urban and rural areas.
- SU.3 A maximum of 1 second unit shall be permitted per lot.
- SU.4 Second units shall be permitted within the main building (the primary dwelling unit), as part of an accessory building (such as a garage) and as a standalone accessory building.
- SU.5 A second unit shall be subordinate in nature to the primary dwelling unit upon the lot.
- SU.6 Reduced parking requirements for second units, especially in the Downtown, shall be supported.
- SU.7 Exterior alterations undertaken to construct a second unit shall be consistent with the existing character of the surrounding neighbourhood.
- SU.8 Development constraints applicable to any residential use, such as environmental protections and hazards, shall apply to second units.
- SU.9 Second units shall be appropriately serviced with either municipal services or private on-site services.
- SU.10 Second units shall meet all applicable Building Code, Fire Code, Electrical Safety Code, Sault Ste. Marie PUC and Algoma Public Health standards.

INTERPRETATION:

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-83

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning Second Units.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. That the amendments attached as Schedule “A” to authorize and regulate “second units”, in response to Provincial direction for municipalities to permit secondary residential units be accepted.

2. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 223.

PASSED in Open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEUPTY CITY CLERK – RACHEL TYCZINSKI

AMENDMENT TO
ZONING BY-LAW 2005-150

AMENDMENT DETAILS:

- a) The following is added into Section 1.1 *ACCESSORY USES* as a new Section 1.1.8:

1.1.8 *ACCESSORY USE: SECOND UNIT*

A dwelling unit built within a single detached dwelling, semi-detached dwelling or multiple attached dwelling, as part of an accessory building such as a garage, or as a standalone accessory building. Basement apartments, second floor apartments, garage suites and coach houses are all examples of accessory use second units. An accessory use second unit is subordinate to and intended only as an accessory use to the primary dwelling unit located on the same lot. Refer to Section 4.15 for regulations.

- b) Section 4.14.5 BUILDING ON WATERFRONT PROPERTIES is replaced by the following:

4.14.5 BUILDING ON WATERFRONT PROPERTIES

- A. Openings to any building, other than an *accessory building not containing an accessory use second unit*, along the lower St. Mary's River shall not be located below **178.6m** Canadian Geodetic Datum.
- B. Openings to any building, other than an *accessory building not containing an accessory use second unit*, along the Upper St. Mary's River shall not be located below **184.7m** Canadian Geodetic Datum.

- c) Section 5.7 MINIMUM PARKING REQUIREMENTS FOR ALL PERMITTED USES is amended as follows:

- i) The row titled "Residential Uses" is amended such that the result is as follows (the headers are provided here for convenience only):

Permitted Uses	Required Parking	Required Parking in <i>The downtown</i>
Residential Uses (Excluding Multiple Attached Dwellings and Accessory Use Second Units)	1.25 spaces / <i>Dwelling Unit</i>	

- ii) A new row is added below the row titled "Multiple Attached Dwellings" as follows (the headers are provided here for convenience only):

Permitted Uses	Required Parking	Required Parking in <i>The downtown</i>
Accessory Use Second Units	1 space / <i>Accessory use second unit</i>	None required

- d) Section 8.5.1, which contains the permitted uses list for the RURAL AREA ZONE (RA), is amended by adding the following item below "*Accessory uses*":

Accessory use second units - Refer to Section 4.15 for additional regulations.

- e) Section 9.5.1, which contains the permitted uses list for the ESTATE RESIDENTIAL ZONE (R1), is amended by adding the following item to the top of the list:

Accessory use second units - Refer to Section 4.15 for additional regulations.

- f) Section 9.6.1, which contains the permitted uses list for the SINGLE DETACHED RESIDENTIAL ZONE (R2), is amended by adding the following item to the top of the list:

Accessory use second units - Refer to Section 4.15 for additional regulations.

- g) Section 9.7.1, which contains the permitted uses list for the LOW DENSITY RESIDENTIAL ZONE (R3), is amended by adding the following item to the top of the list:

Accessory use second units - Refer to Section 4.15 for additional regulations.

- h) Section 9.8.1, which contains the permitted uses list for the MEDIUM DENSITY RESIDENTIAL ZONE (R4), is amended by adding the following item to the top of the list:

Accessory use second units - Refer to Section 4.15 for additional regulations.

- i) Section 9.9.1, which contains the permitted uses list for the HIGH DENSITY RESIDENTIAL ZONE (R5), is amended by adding the following item to the top of the list:

Accessory use second units - Refer to Section 4.15 for additional regulations.

- j) The following is added as a new Section 4.15:

4.15 REGULATIONS FOR ACCESSORY USE SECOND UNITS

Notwithstanding any other regulations in this By-law, the regulations in this Section shall apply to all buildings, *structures* and *lots* containing *accessory use second units*.

4.15.1 PERMITTED PRIMARY USES

An accessory use second unit shall be permitted only as an accessory use to a single detached dwelling, semi-detached dwelling or multiple attached dwelling.

4.15.2 PERMITTED ZONES

An accessory use second unit shall be permitted only on land located in a zone where accessory use second units is explicitly listed as a permitted use.

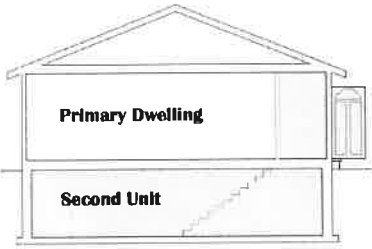
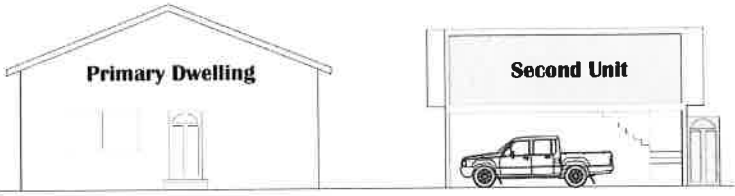
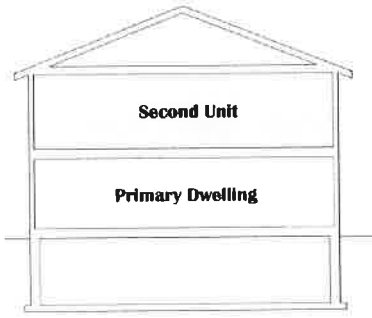
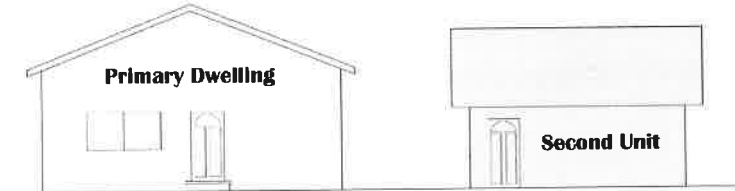
4.15.3 MAXIMUM NUMBER PER LOT

A maximum of 1 accessory use second unit shall be permitted per lot.

4.15.4 PERMITTED BUILDINGS

An accessory use second unit shall be permitted to be located within the main (primary dwelling unit) building, as part of an accessory building, or as a standalone accessory building. An accessory use second unit shall not be located in an accessory building designed as a shared garage or carport between two abutting residential lots, as described in Section 9.1.6.

Table 11.1 : Illustration of Examples of Accessory Use Second Units

Examples of Accessory Use Second Units	
Basement Apartment (Within/Joined to Main Building) 	Garage Suite (Part of an Accessory Building) 
Second Floor Apartment (Within/Joined to Main Building) 	Coach House (Standalone Accessory Building) 
Note: Illustration only. Not all types represented.	

4.15.5 PARKING

4.15.5.1 MINIMUM PARKING REQUIREMENT

1 parking space shall be required for each *accessory use second unit*, with the exception of an *accessory use second unit* on a *lot* located in the *downtown*.

4.15.5.2 STACKED PARKING SPACES

Required parking for *accessory use second units* may be in the form of *stacked parking spaces*.

4.15.5.3 PERMITTED PARKING SPACE LOCATION

Required parking for *accessory use second units* shall not be located in a *required front yard*.

4.15.6 BUILDING REGULATIONS FOR DIFFERENT TYPES OF ACCESSORY USE SECOND UNITS

	Maximum Building Height	Required Minimum Setback Distances	Maximum Accessory Use Second Unit Size (Gross Floor Area of living space)	Required Lot Frontage and Area, and Maximum Lot Coverage
Within or joined to Main Building	Same as for <u>main</u> building - specific height dependent on zoning.	Same as for <u>main</u> building - specific distances dependent on zoning.	Not larger in <i>gross floor area</i> than the <i>dwelling unit</i> that is the <i>lot's</i> primary use.	Same as for <u>main</u> building - specific requirements dependent on zoning.
As part of an Accessory Building	8.0m in <u>Rural Area (RA)</u> zone. 6.0m in all other zones.	Same as for <u>accessory</u> buildings - specific distances dependent on zoning - to a minimum of: 1.2m for 1 <i>storey</i> building. 1.8m for 2 <i>storey</i> building.	Not larger in <i>gross floor area</i> than the <i>dwelling unit</i> that is the <i>lot's</i> primary use, to a maximum of: 90m ² (969ft ²) in the <u>Estate Residential (R1)</u> and <u>Rural Area (RA)</u> zones.	
As a standalone Accessory Building	1 <i>storey</i>	Same as for <u>accessory</u> buildings - specific distances dependent on zoning - to a minimum of 1.2m.	75m ² (807ft ²) in all other zones.	

4.15.7 NON-CONFORMING LOTS, BUILDINGS AND STRUCTURES

4.15.7.1 EXISTING NON-CONFORMING LOTS

Accessory use second units shall not be permitted on *existing lots* that lack the *required lot frontage* or *lot area*, with the exception of *lots* in the *downtown*.

4.15.7.2 EXISTING NON-CONFORMING BUILDINGS AND STRUCTURES

An *existing* building or *structure* that does not conform to the provisions set out in this By-law may contain an *accessory use second unit*, so long as the building or *structure* is not enlarged.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-84

AGREEMENT: (B1.6) A by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for building inspection 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 dated April 15, 2019 between the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule "A" hereto. This Agreement is for building inspection 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 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

THIS AGREEMENT (the "Agreement") made this 15th day of April, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
(hereinafter referred to as the "Township")

WHEREAS the Township has requested that the City provide technical assistance to the Township in administering the provisions of the Ontario Building Code and Township by-laws relating to construction of buildings;

AND WHEREAS the City has agreed to provide such technical assistance subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

GENERAL PROVISIONS

1. The City shall provide plans examination and building inspection services (the "Plans Examination & Inspection Services") as follows:
 - a. Plans examination and review for compliance with the Ontario Building Code and the Township's building and zoning by-laws, excluding the Township's property standards by-law;
 - b. Written correspondence describing plan review and inspection deficiencies to applicant and associated parties;
 - c. Analyses of written responses or amended plans resulting from the plan review and inspection;
 - d. Written notices to the Township regarding matters that pertains to the building permits;
 - e. Inspections of buildings under construction as required upon notification by the applicant directly to the City of Sault Ste. Marie Building Division;
 - f. Attendance in court for the purpose of providing evidence on behalf of the Township in the event that the Township undertakes a prosecution arising from non-compliance;
 - g. Enforcement and prosecutorial services;
 - h. Building permit applications will be submitted directly to the Sault Ste. Marie Building Division;
 - i. Building permit and inspection statistical data will be submitted on a monthly basis to the Township.

2. The said Plans Examination & Inspection Services shall be performed by duly qualified City employees and City employees shall be subject to direction from the City only.
3. City employees providing Plans Examination & Inspection Services to the Township shall maintain a work log indicating the dates and lengths of time that such employees have performed Plans Examination & Inspection Services and the nature of such services.
4. The City, as employer, shall pay all salaries, wages and costs associated with its Building Division.
5. The Township shall appoint by by-law any person(s) employed by the City as its inspectors pursuant to the Building Code Act.

COST OF INSPECTION SERVICES

6. Permit fees to be provided to the City of Sault Ste. Marie Building Division by the permit applicant at the time of application. The fees for the required permit are based on the service index as listed in The City of Sault Ste. Marie Schedule "A" User Fees. This amount shall comprise the full cost of The Building Division Plans Examination & Inspection Services inclusive of enforcement and clerical duties, mileage and miscellaneous expenses for inspections related to all Building Classification.

COMMENCEMENT AND TERMINATION OF AGREEMENT

7. This Agreement shall be in force for four years commencing on the 2nd day of January 2019 and shall conclude on the 31st day of December 2022 (the "Term").
8. Either party to this Agreement may terminate this Agreement at any time and for any reason upon thirty (30) days written notice of termination to the other party. Should a notice to terminate be given, the City shall continue to collect permit fees and provide the Plans Examination & Inspection Services outlined in this Agreement up to and including the date of such termination.

NOTICE

10. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Chief Administrative Officer/Clerk-Treasurer
Corporation of the Township of Prince
3042 Second Line West
Prince Township, ON P6A 6K4

ENTIRE AGREEMENT

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 15th day of April, 2019.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Mayor – Christian Provenzano

Deputy City Clerk – Rachel Tyczinski

We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF PRINCE

Per:

Reeve – Ken Lamming

CAO/Clerk-Treasurer – Peggy Greco

We have authority to bind the Corporation.

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-85

AGREEMENT: (AG 130) A by-law to authorize an agreement between the City and 1972703 Ontario Inc. for the provision of a Municipal Capital Facility at 1972703 Ontario Inc., Roberta Bondar Park.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Municipal Capital Facility Agreement for 1972703 Ontario Inc., dated April 15, 2019, between the City and 1972703 Ontario Inc. attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS AGREEMENT made this 15th day of April, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

- and -

1972703 ONTARIO INC. (hereinafter called the "Leasee")

WHEREAS the City is the owner of the lands in the City of Sault Ste. Marie shown in Schedule "A" attached, identified as assessment roll number 57-61-020-044-018-00-0000-00 and has entered into an agreement with 1972703 Ontario Inc. to operate a restaurant/lounge/retail space along with associated parking on the Subject Site thereon which services the residents of the City;

AND WHEREAS subsection 110(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended (hereinafter called "the Act") provides that the Council of a municipality may enter into agreements for the provision of "municipal capital facilities" by any person and Ontario Regulation 603/06 provides that such an agreement can be entered into for a municipal capital facility used for the provision of cultural, recreational or tourist purposes (s.2, para. 16 of O.Reg. 603/06);

AND WHEREAS the City and 1972703 Ontario Inc. have been cooperating and working together to continue to provide a local cultural, recreational or tourist attraction in order to encourage community cohesiveness;

NOW THEREFORE the parties hereto agree as follows:

1. This is an agreement for the provision of a municipal capital facility by the City under s.110(1) of the Act;
2. The municipal capital facility is a cultural, recreational and tourist centre, known as BeaverTails, serving cultural, recreational and tourism purposes for the public;
3. The City shall cause its Clerk to give the necessary notice of the by-law permitting the City to enter into this Agreement to the Minister of Finance as provided for in s.110(5) of the Act;
 - a. Upon the signing of this Agreement, the City shall pass a by-law under s.110(6) of the Act and s.6(1)(b) of O.Reg.603/06 exempting 1972703 Ontario Inc. from taxation for municipal and school purposes for the lands and the municipal capital facilities as shown on the attached map which is marked as Schedule "A" hereto;

4. The City shall, upon the passing of the tax exemption by-law referred to above, cause its Clerk to give written notice of the contents of the by-law to the entities, as required under s. 110(8) of the Act;
5. If the lands are no longer used for the provision of cultural, recreational or tourist purposes for the benefit of the public, the City may at its discretion determine to remove the tax exemption status implemented pursuant to paragraph 4 herein. If 1972703 Ontario Inc. terminates or allows the expiry of the Lease Agreement between themselves and the City for use of the property, the tax benefits of this Agreement shall no longer be in force; and
6. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

1972703 ONTARIO INC.

PRESIDENT – SHEILA PURVIS

I have the authority to bind the corporation.

Schedule 'A'

Appendix A



Areas circled in yellow denote area to be licensed under AGCO

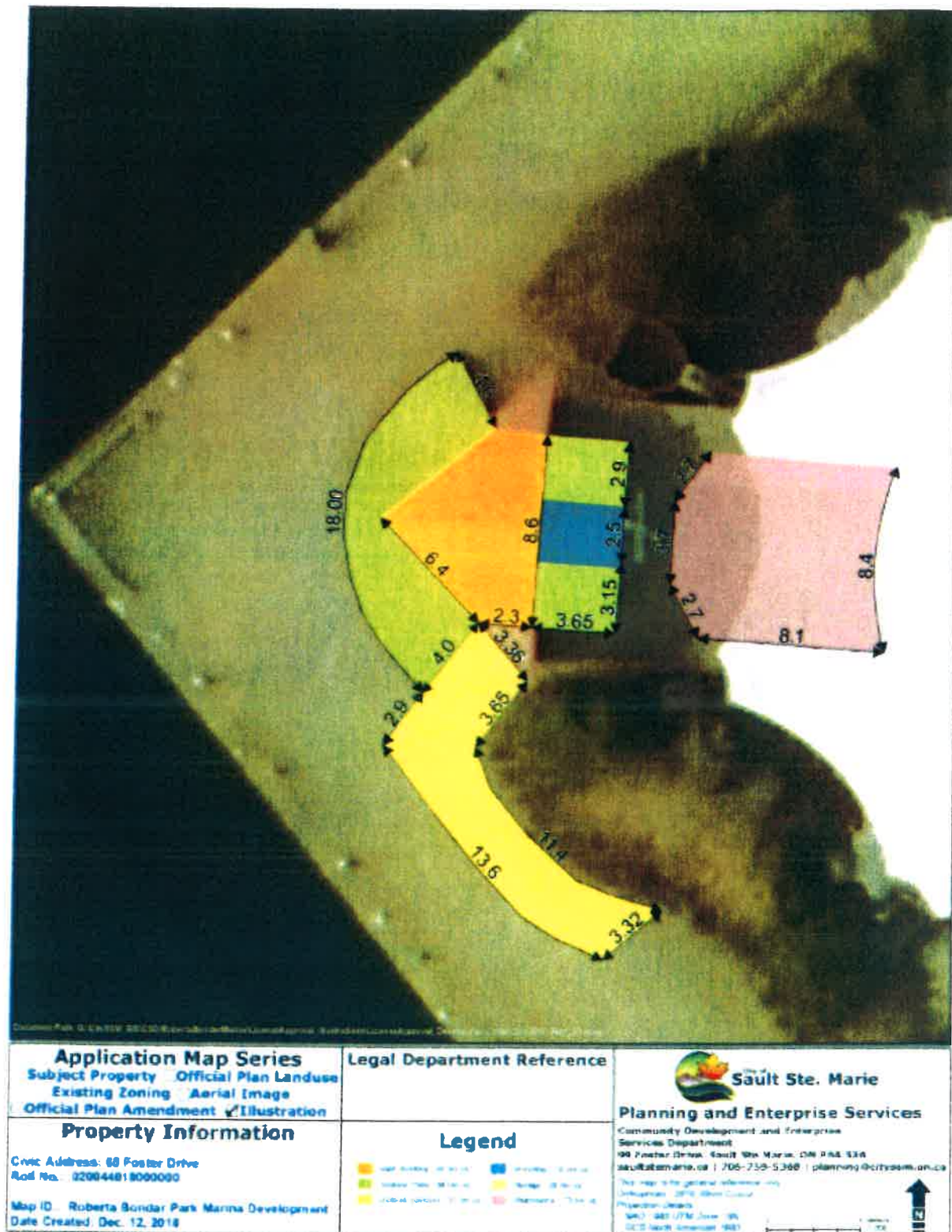
Below the flower bed area will be removed; replaced with patio stone for seating area base and a section of the concrete surround will be cut out for access (red circled area below)

Additional railing will be added on the curved concrete to surround the seating area.



Schedule "A"

Appendix B



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-86

TAXATION EXEMPTION: (AG130) A by-law to provide for the taxation exemption of the property being used by 1972703 Ontario Inc. located at Roberta Bondar Park as a Municipal Capital Facility.

WHEREAS subsection 110(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, authorizes a local municipality to enter into a Municipal Capital Facilities agreement;

AND WHEREAS section 110(6) of the *Municipal Act, 2001* authorizes a municipality to exempt all or part of a Municipal Capital Facility from taxes levied for municipal and school purposes;

AND WHEREAS section 6(1)(b) of O. Reg. 603/06 authorizes the said taxation exemption for municipal capital facilities only where the municipal council declares such municipal capital facilities for public use;

AND WHEREAS the agreement between The Corporation of the City of Sault Ste. Marie and 1972703 Ontario Inc. dated April 15, 2019 declared the 1972703 Ontario Inc. located at Roberta Bondar Park, identified as assessment roll number 57-61-020-044-018-00-0000-00 as a Municipal Capital Facility for cultural, recreational or tourist purposes for the public;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **EXEMPTION FROM TAXATION**

The lands in the City of Sault Ste. Marie known as Roberta Bondar Park, located at Foster Drive being used by 1972703 Ontario Inc. for a restaurant/lounge/retail space on the Subject Site is exempted from taxation for municipal and school purposes for the lands and municipal capital facilities thereon.

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 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-86 TAXATION EXEMPTION 1972703 ONTARIO INC.DOC

Schedule 'A'

Appendix A



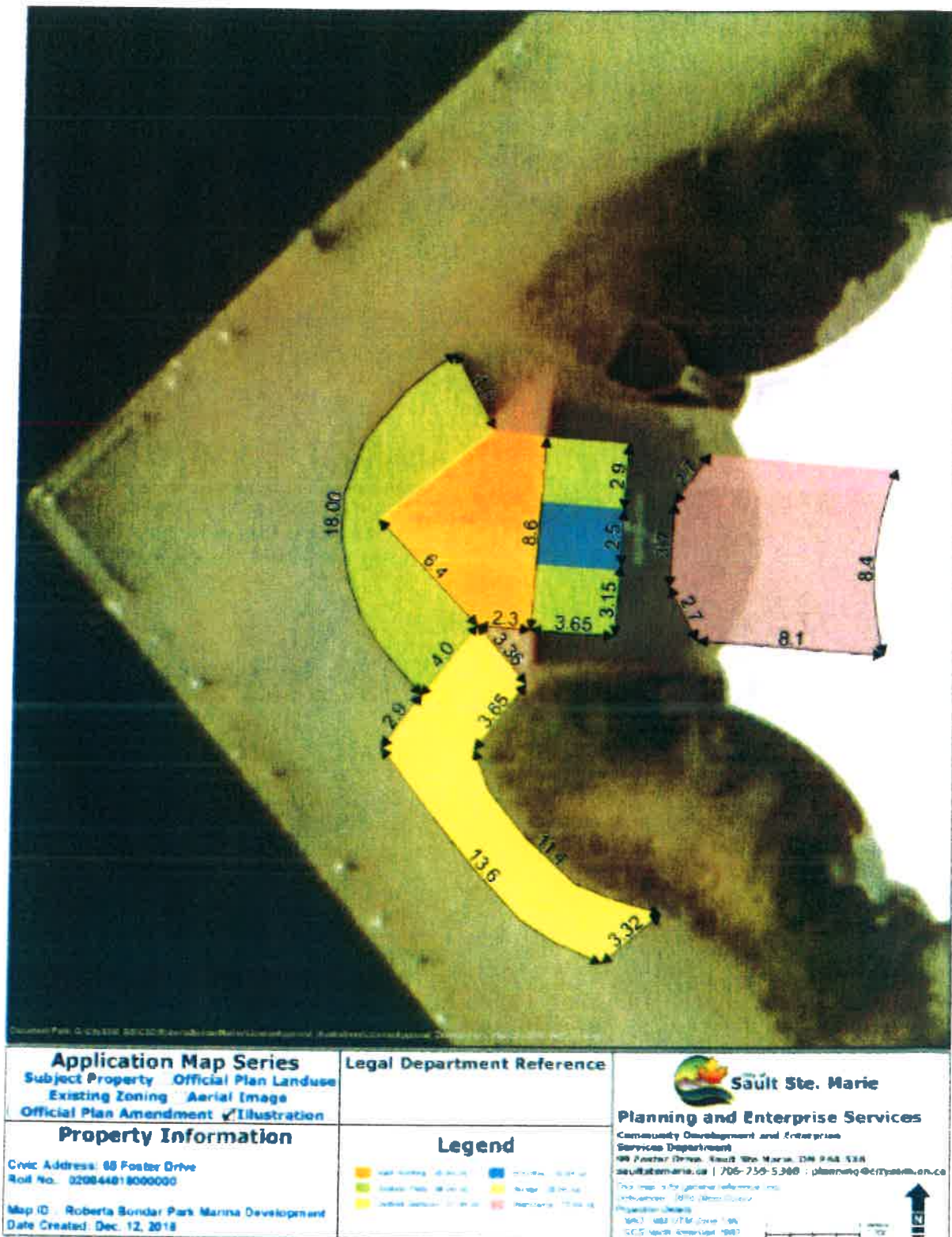
Areas circled in yellow denote area to be licensed under AGCO

Below the flower bed area will be removed; replaced with patio stone for seating area base and a section of the concrete surround will be cut out for access (red circled area below)

Additional railing will be added on the curved concrete to surround the seating area



Appendix- B



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-87

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 728 Wellington Street West (Nicastro).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **728 WELLINGTON STREET WEST; LOCATED ON THE NORTH EAST CORNER OF THE WELLINGTON STREET WEST AND BAINBRIDGE STREET INTERSECTION; CHANGE FROM R3.S.330 TO R3.S.330 WITH AN AMENDED “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 58/1-72 of Schedule “A” to By-law 2005-150, is changed from R3.S.330 (Low Density Residential) zone with a “Special Exception” to R3.S.330 (Low Density Residential) zone with an amended “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended as follows:

2(330)

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north east corner of the Wellington Street West and Bainbridge Street intersection and having civic no. 728 Wellington Street West and outlined and marked “Subject Property” on the map attached as Schedule 330 hereto is changed from R3.S.330 (Low Density Residential) zone with a “Special Exception” to R3.S.330 (Low Density Residential) zone with an amended “Special Exception” by deleting “2 units” and inserting “3 units and 3 parking spaces in the exterior side yard.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 15th day of April, 2019.

MAYOR CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2019-87 AND
SCHEDULE 330 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-88

AGREEMENT: (PR1.89(5)) A by-law to authorize the execution of the Agreement between the City and Sault North Holdings Ltd. o/a Great Lakes Honda for the registration of a City easement and the transfer and leaseback of certain City owned lands.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 22, 2019 between the City and Sault North Holdings Ltd. o/a Great Lakes Honda, a copy of which is attached as Schedule "A" hereto. This Agreement is for the registration of a City easement and the transfer and leaseback of certain City owned lands.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **BY-LAW 2018-145 REPEALED**

By-law 2018-145 is hereby repealed.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AGREEMENT

THIS AGREEMENT made this 22nd day of March, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

SAULT NORTH HOLDINGS LTD. O/A GREAT LAKES HONDA
hereinafter referred to as "GLH"

WHEREAS GLH is the registered owner in fee simple in possession of lands known municipally as 415 Pim Street, Sault Ste. Marie, ON and legally described as LT 4-6 BLK 3 PL 285 ST. MARY'S; LT 1-2, 5-6 BLK 2 PL 285 ST. MARY'S; LANE BLK 3 PL 285 ST. MARY'S CLOSED BY T13892; PT LT 3-4 BLK 2 PL 285 ST. MARY'S; PT LT 1-3 BLK 3 PL 285 ST. MARY'S; PT LT 3-4 BLK 4 PL 285 ST. MARY'S; PT LYON PLACE, MOWAT PLACE, DAWSON PLACE PL 285 ST. MARY'S CLOSED BY T76962, T129952; PT 1 & 2 1R9329; PT 1 1R9586 EXCEPT PT 2 1R9586; S/T T412611, T446364; SAULT STE. MARIE, PIN 31546-0038 (LT) ("GLH's Lands");

AND WHEREAS the City is the registered owner in fee simple in possession of lands legally described as LT 13-14 BLK 8 PL 285 ST. MARY'S; SAULT STE. MARIE, PIN 31546-0030 (LT); lands municipally known as Atlantic Street and legally described as PIN 31546-0031(LT); lands legally described as PIN 31546-0029(LT); and lands municipally known as Blake Street and legally described as PIN 31546-0012(LT) (the "City's Lands");

AND WHEREAS the City shall be completing certain drainage improvements and storm water management works on a portion of properties from McNabb Street to Gladstone Avenue (the "Project"), which Project includes the installation and perpetual maintenance of a new storm sewer;

AND WHEREAS a portion of the proposed storm sewer shall be installed on GLH's Lands, at the location marked on the Tulloch Engineering drawing attached as Schedule "A" to this Agreement, specifically the 0.84-hectare area shown in pink (the "Easement Lands");

AND WHEREAS the City has expressed to GLH its interest in acquiring an easement over GLH's Lands to facilitate the construction and ongoing maintenance of the storm sewer (the "Easement");

AND WHEREAS GLH has expressed an interest in acquiring a portion of the City's Lands, as represented in blue on the GIS map attached as Schedule "B" to this Agreement (the "Subject Lands");

AND WHEREAS GLH is prepared to grant the aforesaid Easement to the City, and the City is prepared to transfer the aforesaid Subject Lands to GLH, subject to the terms and conditions set forth herein;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

THE EASEMENT:

1. GLH hereby agrees to grant the City the Easement over the Easement Lands.
2. GLH hereby agrees to allow work to take place on the south parking lot, including the blocking of the south entrance to GLH's business, and consents to the removal of the sign, base and ramp.
3. The parties hereby acknowledge and agree to the following:
 - a. The Easement will be perpetual;
 - b. A reference plan will be prepared by the City together with all transfer documents and registered by the City after review and approval by GLH;
 - c. The Easement will be constructed so that to the greatest degree possible there is no reduction in the area that can be or is currently being used by GLH for parking;
 - d. At the conclusion of construction, the City will re-pave the area and replace the sign base, sign and ramp;
 - e. GLH can continue to park on the Easement Lands, specifically on the area above the top of the slope;
 - f. The repair of asphalt paving in the future is the responsibility of GLH.
4. Upon GLH and the City agreeing to the terms of this Agreement, GLH will give permission to the Ministry of the Environment and Climate Change ("MOE") to allow the City to access to the site.
5. Following the registration of the reference plan, the City shall register the Easement, with the terms and conditions outlined in Schedule "C" hereto, on title to the Easement Lands.

THE SALE:

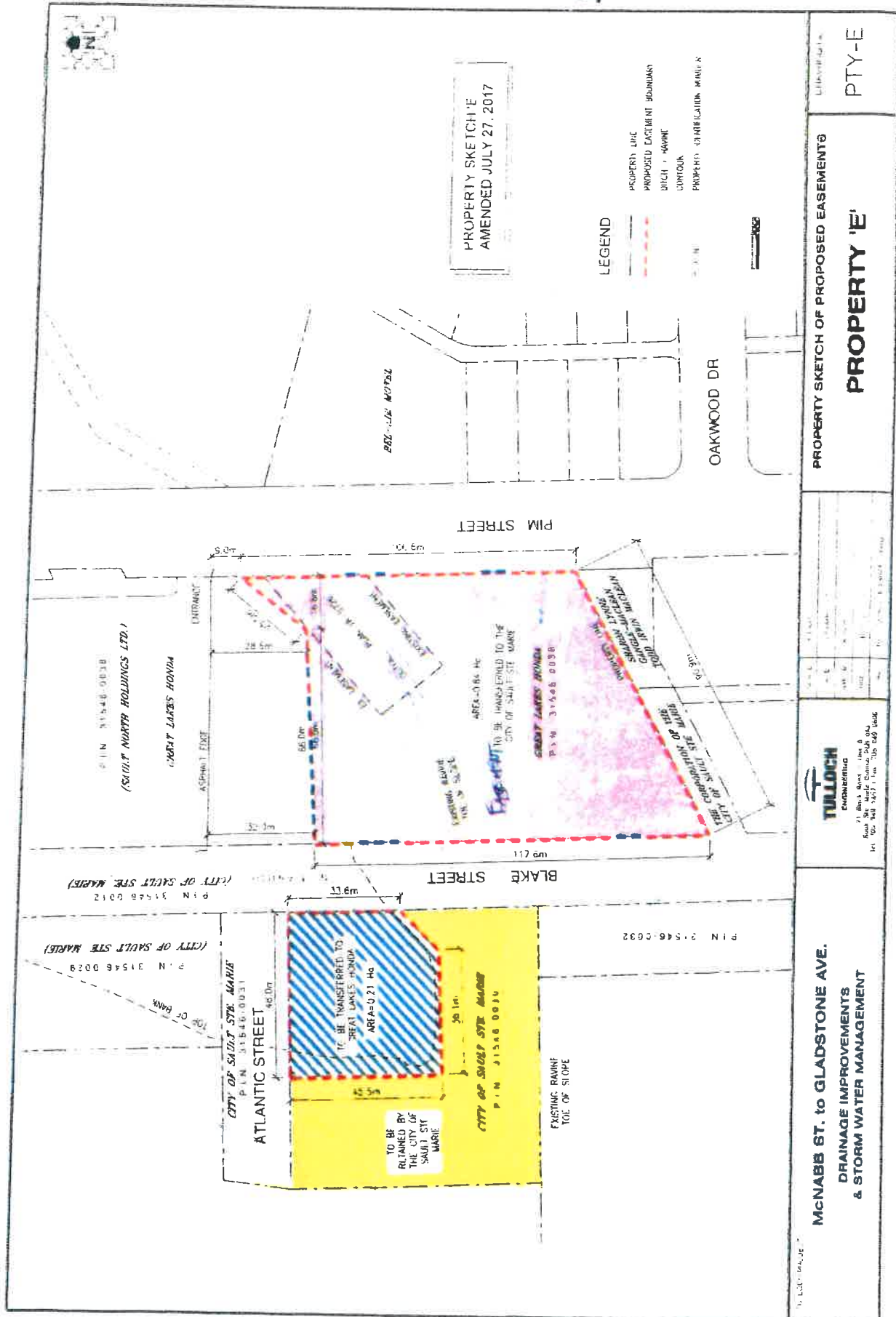
6. The City hereby agrees to transfer the Subject Lands to GLH in exchange for the transfer of the Easement, subject to the following conditions:
 - a. Bell Canada and PUC Distribution Inc. shall retain easement rights over the Blake Street right of way to accommodate their respective buried and aerial facilities.
 - b. The Encroachment Agreement, attached as Schedule "D" to this agreement shall be assigned from the City to GLH to allow the owner of 426 Bruce Street to continue utilizing that section of the Blake Street right of way shown in red on Schedule "B" attached. This property will be identified on a reference plan.
 - c. The City shall retain easement rights over the sloped bank, namely parts 5, 8, 9 and 12 on the preliminary sketch attached as Schedule "E" to this agreement, for maintenance purposes.

7. GLH acknowledges that it is receiving the Subject Property in an "as is" condition and that the City has made no representation or warranty as to the condition of the Subject Property or its suitability for GLH's purposes or activities.
8. The parties agree that any opinion of value and reference plan will be obtained and prepared by the City.
9. Following the registration of the reference plan, the City shall complete the transfer of the Subject Lands to GLH.

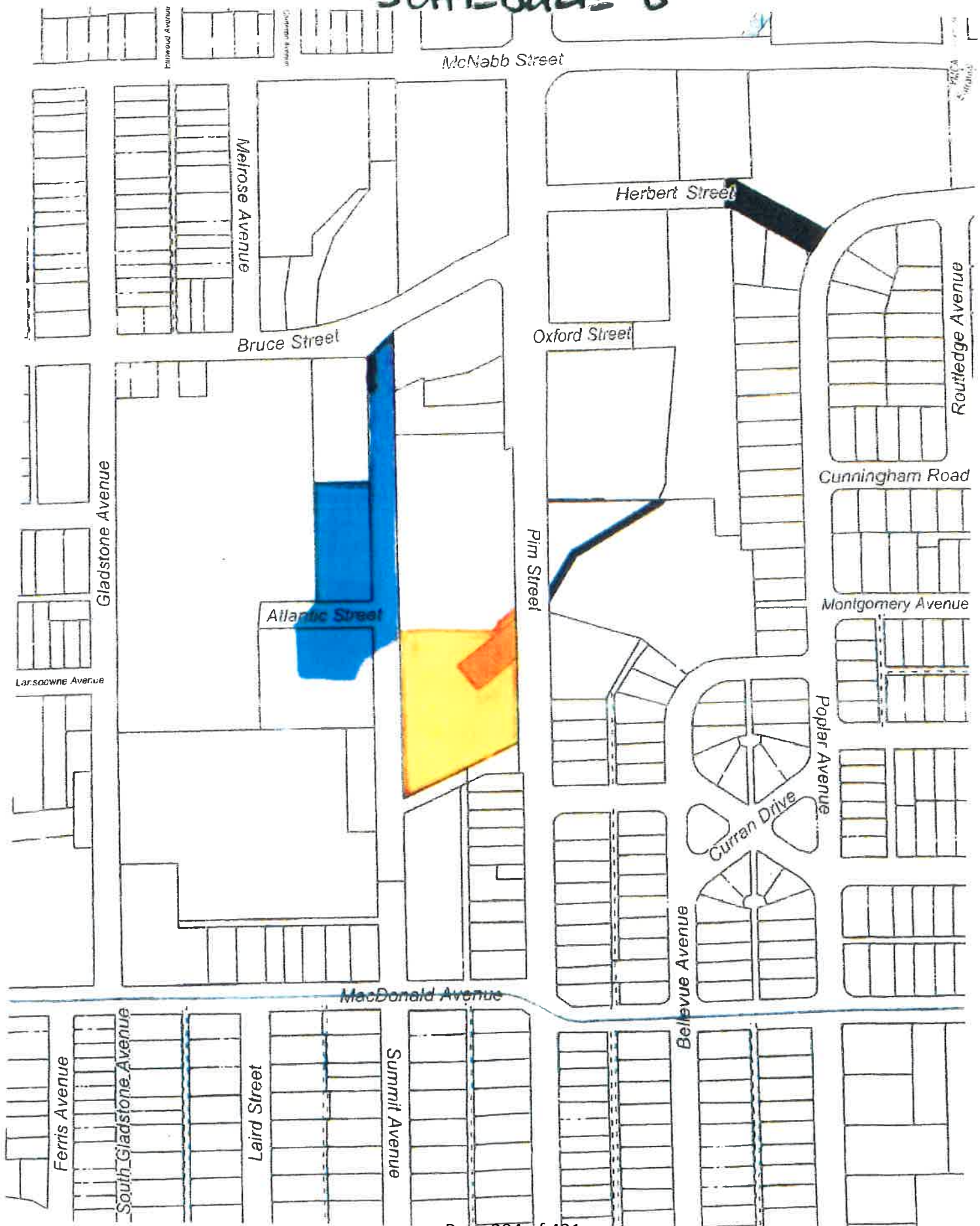
THE LEASE:

10. GLH grants a triple net lease to the City for \$1 base rent for the area identified in blue cross hatch on Schedule "A" to this Agreement, specifically the 0.21-hectare area (the "Snow Dump Site") for the City's continued use of the land as a snow dump site (the "Lease") as has been used in the past, the Lease having a term ending the earlier of:
 - a. Five years, commencing on July 15, 2017, or;
 - b. Until the City has acquired, developed and can use the proposed Black Road site or another site(s) for a snow dump.
11. The City undertakes to diligently and in good faith use best efforts to acquire an additional snow dump site and keep GLH apprised of the progress in obtaining such additional site(s).
12. Subject to section 10, above, once an additional snow dump site(s) is acquired and prepared for use the Lease from GLH will terminate.
13. During the currency of the Lease, GLH can apply for rezoning of the land transferred to it to allow development of the land for uses ancillary to GLH's dealership (land to be a lot addition).
14. During the currency of the Lease, GLH shall be permitted to place snow removed from GLH's property during the winter on the Snow Dump Site.
15. During the currency of the Lease, GLH may use the Snow Dump Site, from March 1st to December 1st of each year, for a test track area for ATVs sold by GLH.
16. The City agrees to repair all pavement on GLH lands which has been damaged by the Easement construction, including those areas of the south entrance.
17. During the currency of the Lease, the City's Public Works Department shall retain access rights over the Blake Street right of way to for the purposes of accessing and utilizing the Snow Dump Site.
18. During the currency of the Lease, the City shall maintain the private storm sewer system located in the Blake Street right of way. The parties acknowledge and agree that upon the

SCHEDULE "A"



SCHEDULE "B"



SCHEDULE "C"

CONDITIONS OF STORM SEWERS EASEMENT IN GROSS

Sault North Auto Ltd. (hereinafter referred to as the "Transferor") does hereby grant, convey and transfer unto The Corporation of the City of Sault Ste. Marie (hereinafter referred to as the "Transferee"), its successors and assigns the exclusive right, liberty, privilege and easement in, over, along, upon, under and through the lands of the Transferor hereby described for the following purposes, namely:

1. To construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said lands, drainage ditches and mains and pipes for storm sewers including all pipes, mains, conduits, connections, valves, apparatus, appliances, manholes, catchbasins and fixtures necessary or incidental thereto and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Transferee shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.
2. The Transferor shall have the right to fully use and enjoy the land subject always to and so as not to interfere with the rights and easements hereby granted to the Transferee.
3. The Transferee covenants to fill in all excavations and as far as practicable restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereon.
4. The Transferee shall be responsible for any damages to the property of the Transferor caused directly or indirectly by the acts or omissions of the Transferee or persons acting under the authority of the Transferee.
5. The Transferor shall be responsible for any damages to the property of the Transferee caused directly or indirectly by the acts or omissions of the Transferor or persons acting under the authority of the Transferor.
6. The Transferor for themselves, their successors and assigns, covenant with the Transferee, its successors and assigns, to keep the said land free and clear of any trees, buildings, structures or obstructions; not to deposit on or remove any fill from the said land without first obtaining the prior consent of the Transferee; not to do or suffer to be done any other thing which might injure or damage the said storm sewer system of the Transferee and not to cover over or otherwise interfere with any catchbasin, manhole or other appliance that is level with or about the surface of the said lands.
7. The Transferor covenants with the Transferee that it has the right to convey the said easement to the Transferee notwithstanding any acts of the Transferor.



Schedule "D"
Document General
Form 4 — Land Registration Reform Act

HYE & DURHAM CO. INC. — Form No. 985
Amended NOV. 1992

D

FOR OFFICE USE ONLY	T 3 7 2 7 5 5	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 3 pages	
	'96 01 2 12 25	(3) Property Identifier(s)	Block _____ Property _____	Additional: See Schedule ☐
		(4) Nature of Document ENCROACHMENT AGREEMENT		
		(5) Consideration ONE----- Dollars \$ 1.00		
		(6) Description FIRSTLY: Lots 1 to 8 (incl.), Plan 20169, Benninghaus Subdivision, City of Sault Ste. Marie, District of Algoma SECONDLY: A 15ft. lane bounded to the north by Lots 1 to 4 and on the south by Lot 5, Plan 20169 (as described in Instrument No. T-187926) (lane closed by by-law registered as Instrument No. T-140986) City of Sault Ste. Marie, District of Algoma		
	New Property Identifiers	Additional: See Schedule ☐		
Executions	Additional: See Schedule ☐	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☒ (b) Schedule for Description ☐ Additional Parties ☐ Other ☒		

(8) This Document provides as follows:

See Schedule attached

Continued on Schedule ☐

(9) This Document relates to Instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s)		
THE CORPORATION OF THE CITY OF		1995 12
SAULT STE. MARIE	MAYOR-JOSEPH M. FRATESI	
		1995 12
	CLERK-WILLIAM G. LINDSAY	
	Donna King	

(11) Address for Service 99 FOSTER DRIVE, SAULT STE. MARIE, ONTARIO

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s)		
CAMPANA, ANN MARIE		1995 12

(13) Address for Service c/o 426 Bruce Street, Sault Ste. Marie, Ontario

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax
426 Bruce Street Sault Ste. Marie, Ont.	City Solicitor Civic Centre 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6	Registration Fee
		Total

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

TERMS OF ENCROACHMENT AGREEMENT AUTHORIZED BY BY-LAW 85-29

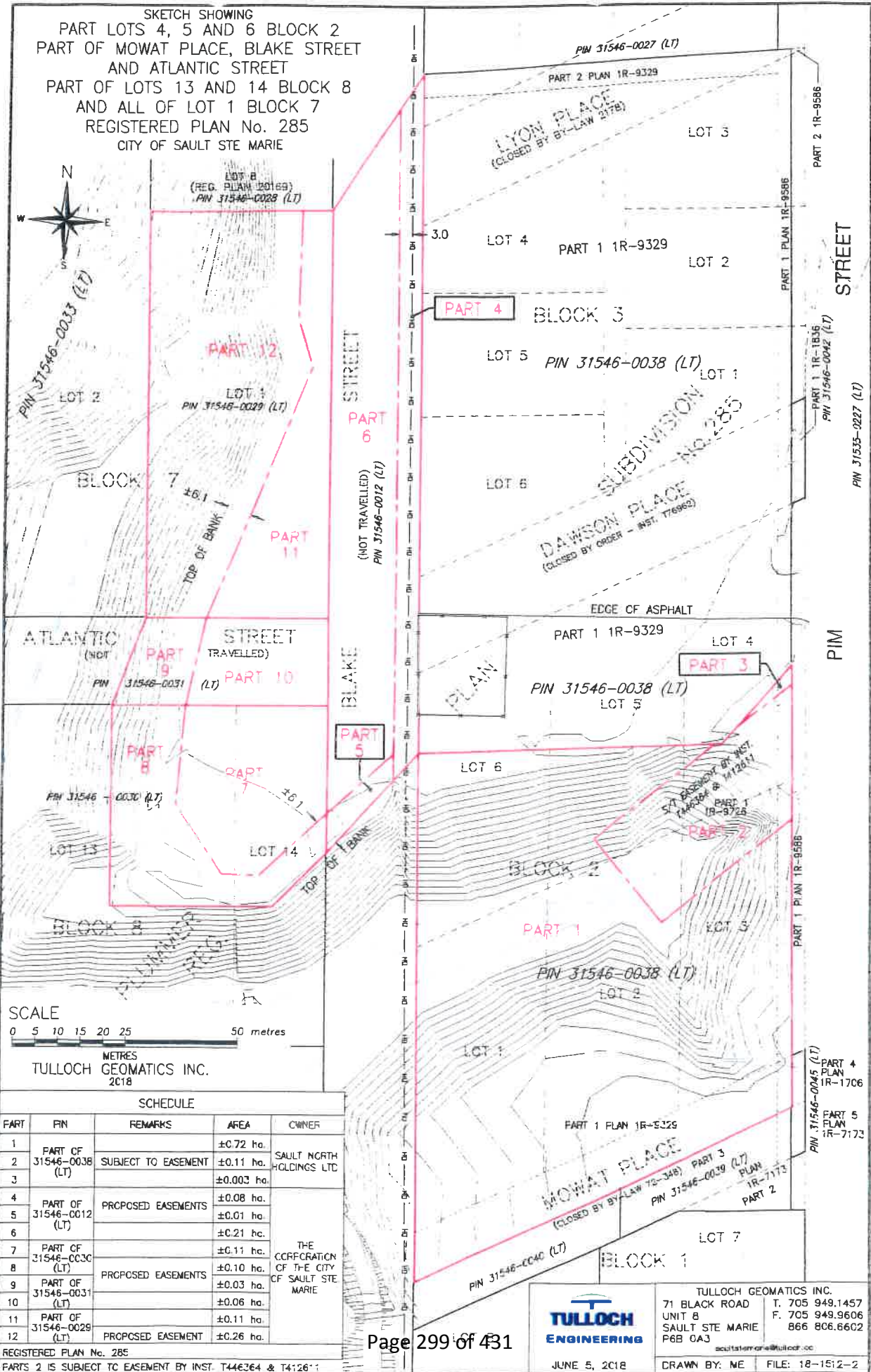
WHEREAS Ann Marie Campana is the registered owner of civic no. 426 Bruce Street, Sault Ste. Marie, Ontario.

NOW THIS AGREEMENT WITNESSETH that the encroachment as shown on page 3 hereto may continue but shall be deemed to be with the licence of the Corporation to the intent that the Owner(s) shall not acquire any other interest therein.

1. The Owner(s) shall pay to the Corporation on the signing of this agreement and annually thereafter the sum of ONE DOLLAR (\$1.00) for the privilege hereby granted.
2. If the Corporation requires that the item encroaching on the Corporation's property be removed, the Owners shall, at their own expense, remove it within six (6) months of receiving written notice to that effect.
3. The Owner(s) hereby agree to indemnify the Corporation against all claims, demands, expense, loss, damage and liability which may result directly or indirectly from the said encroachment.
4. The Owner(s) hereby consent to the registration of this agreement on the title described as Lots 1 to 8, Plan 20169 and a 15 ft. lane, Plan 20169, Benninghaus Subdivision, City of Sault Ste. Marie, District of Algoma.
5. It is expressly agreed that upon destruction, removal or replacement of the said encroachment, or upon partial destruction or damage of the said encroachment from any cause, including the voluntary act of the Owner(s) thereto, the permission hereby granted shall without any action or notice and at the sole option of the Corporation, be terminated and at an end. The Corporation may require the Owner(s) to remove the said encroachment forthwith, and upon failure so to do may itself do all things necessary for the removal of the said encroachment and for such purpose may enter upon the said lands and premises of the Owner(s) forthwith upon demand, and payment of such expense may be enforced in the same manner as payment of taxes for the current year.
6. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties respectively.

Schedule "E"

SKETCH SHOWING
 PART LOTS 4, 5 AND 6 BLOCK 2
 PART OF MOWAT PLACE, BLAKE STREET
 AND ATLANTIC STREET
 PART OF LOTS 13 AND 14 BLOCK 8
 AND ALL OF LOT 1 BLOCK 7
 REGISTERED PLAN No. 285
 CITY OF SAULT STE MARIE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-90

AGREEMENT: (INS16) A by-law to authorize the execution of the Agreement between the City and Clear Risk Inc. for the provision of Risk Information Management Software for a three year period, beginning April 15, 2019 and ending April 14, 2022.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 15, 2019 between the City and Clear Risk Inc. a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of Risk Information Management Software for a three year period beginning April 15, 2019 and ending April 14, 2022.

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 15th day of April, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CLEARRISK CLAIMS SERVICES AGREEMENT

THIS AGREEMENT is made at St. John's, in the Province of Newfoundland and Labrador, this 15th day of April 2019.

BE TWE E N:

CLEAR RISK INC., a body corporate, organized and existing under the laws of the Province of Newfoundland and Labrador ("Clear Risk")

of the first part

AN D:

The Corporation of the City of Sault Ste. Marie ("Client")

of the second part

WHERE AS:

- A. ClearRisk provides a software product that manages claims and risk information ("ClearRisk Claims"); and
- B. ClearRisk has agreed to licence to Client and Client has agreed to licence from ClearRisk pursuant to the terms and conditions contained herein.

WITNESSETH that for and in consideration of the sum of one dollar (\$1.00) and the respective covenants and agreements of the parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), it is hereby agreed as follows:

I Interpretation

1.1 Definitions

- a "Business Day" means any day other than Saturday, Sunday or a day that is a statutory holiday as observed by the City of St. John's, in the Province of Newfoundland and Labrador.
- b "ClearRisk" means Clear Risk Inc.
- c "Client" means Corporation of the City of Sault Ste. Marie
- d "ClearRisk Claims" has the meaning as set out in the recitals of this Agreement.
- e "Confidential Information" means all confidential information, data, or know-how disclosed by one party (the "Discloser") to the other party (the "Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of

information and the circumstances of disclosure. Confidential Information does not include information, technical data or know-how which:

- i is in the possession of the Recipient at the time of disclosure as established by the Recipient's files and records immediately prior to the time of disclosure;
 - ii prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Recipient; or
 - iii is approved for public release by Discloser in writing.
- f "Discloser" has the meaning as set out in Subsection 1.1(e).
- g "Event of Default" has the meaning set out in Section 8.1 hereto.
- h "Party" means ClearRisk or Client and "Parties" ClearRisk and Client.
- i "Policy" has the meaning as set out in Subsection 9.6a hereto.
- j "Protected Parties" shall have the meaning set out in Section 9.4 hereto.
- k "Recipient" has the meaning as set out in Subsection 1.1(e).

1.2 Schedules and Recitals

The recitals to this Agreement are hereby incorporated into and form part of this Agreement. The following Schedules are attached hereto and form part of this Agreement:

Schedule "A" SFDC Service Agreement

Schedule "B" Pricing of ClearRisk Claims

For greater certainty, Client acknowledges and agrees that the terms and conditions set forth in the attached Schedule "A" form part of this Agreement and Client agrees to be bound by those terms and conditions. Client acknowledges and agrees that the terms set out in the attached Schedule "A" are terms imposed upon ClearRisk by its suppliers and a breach by Client of the terms and conditions set forth therein could impact and/or prevent Client from being able to access ClearRisk Claims.

2 Term

2.1 Term of Agreement

This Agreement comes into force as of the date hereof and has a term of three years from the date on which this Agreement comes into force unless it is renewed in accordance with the provisions of Section 2.2 hereto.

2.2 Renewal unless cancelled

This Agreement shall renew for succeeding one year terms unless a Party notifies the other Party of its intention not to renew this Agreement no less than thirty (30) days prior to the next renewal date.

3 Grant of License

ClearRisk hereby grants to Client, subject to the terms and conditions of this Agreement (including the schedules attached hereto), a non-exclusive, non-transferable license to use ClearRisk Claims.

4 License Fee

Client agrees to pay the fees and other charges for ClearRisk Claims and other services provided under this Agreement as specified in Schedule "B". All amounts payable hereunder are exclusive of any and all taxes, and Client is responsible for payment of such taxes (excluding taxes based on ClearRisk's net income). All prices are stated, and Client shall pay, in Canadian dollars. Payment received by ClearRisk after the due date shall be subject to a late fee equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law. At the end of the initial term of this Agreement and any subsequent renewal terms, ClearRisk may adjust the fee payable under this Agreement by providing Client written notice of such adjustment at least sixty (60) days prior to the beginning of the new term.

4.1 Annual Cost Escalation

Client agrees that all annual software license fees as specified in Schedule "B" will increase by 5% each and every year at the anniversary date.

5 Intellectual Property

5.1 ClearRisk Claims

Subject to the limited rights expressly granted hereunder, ClearRisk reserves all rights, title and interest in and to ClearRisk Claims, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth in this Agreement. ClearRisk retains all right, title and interest in and to ClearRisk Claims at all times, and regardless of the form or media in or on which the original or other copies may subsequently exist. Finally, any suggestions, ideas or inventions that Client, its employees or agents, voluntarily and optionally disclose to ClearRisk through any means will be used, or not used, by us at ClearRisk's sole discretion; and, ClearRisk will have no obligation to Client, its employees and/or agents regarding any ideas or inventions that Client, its employees and/or agent disclose through such means.

5.2 Content

The Parties hereto agree that Client shall retain all right, title and interest in any and all data Client provides for inclusion in the ClearRisk Claims. ClearRisk agrees that it will not share any data it receives from Client with any other party.

6 Confidentiality

6.1 Use and Protection of Confidential Information

- (i) It is agreed that the Confidential Information will only be used in ClearRisk Claims. The Recipient also undertakes not to use the Confidential Information or allow its use by a third party for any personal, commercial or other purpose, or for any other reason whatsoever.
- (ii) Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- (iii) ClearRisk shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. ClearRisk shall not (a) modify Client Data, (b) disclose Client Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in writing by Customer, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

6.3 Non-Discretionary Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6.4 Breach Notification

To the extent a state, provincial, or federal security breach law applies to a security breach, ClearRisk will comply with the applicable law. To the extent no such law applies to a security breach, ClearRisk will notify customer of a security breach, following the discovery or notification of such security breach, in the most expedient time possible under the circumstances, without unreasonable delay, consistent with the legitimate needs of applicable law enforcement, and after taking any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. ClearRisk will send any applicable notifications regarding a security breach to the notification email address or via direct communication with the Customer (e.g. phone call, in-person meeting etc.) For purpose of this Section, "Security Breach" means an actual disclosure, or reasonable belief that there has been a disclosure, by ClearRisk of Customer Data to any unauthorized person or entity.

6.5 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

ClearRisk acknowledges that the Client is a municipality in the Province of Ontario and is therefore bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) ("MFIPPA"). ClearRisk further acknowledges that any information provided to the City in connection with this Agreement may be subject to disclosure in accordance with MFIPPA. ClearRisk further represents and warrants that it has advised all other providers associated with this Agreement (ie. digital platform providers as per Schedule "A") of the Client's obligations under MFIPPA as set out herein.

7 Disclaimer of Warranty

SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OTHERWISE PROVIDED IN THIS AGREEMENT, CLIENT'S USE OF USE OF CLEARRISK CLAIMS IS AT CLIENT'S OWN RISK. CLEARRISK PROVIDES CLEARRISK CLAIMS ON AN "AS IS", "WHERE IS", BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT. CLEARRISK ALSO DISCLAIMS ALL LIABILITY WITH REGARD TO CLIENT'S VIEWING OF ANY WEB SITES THAT MAY BE LINKED FROM CLEARRISK CLAIMS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. CLEARRISK MAKES NO WARRANTY THAT CLEARRISK CLAIMS IS ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CLEARRISK CLAIMS WILL BE RELIABLE, THE QUALITY OF ANY PRODUCTS OBTAINED OR PURCHASED THROUGH THE USE OF CLEARRISK CLAIMS WILL MEET CLIENT'S EXPECTATIONS OR ANY ERRORS IN CLEARRISK WILL BE CORRECTED.

8 Default and Termination

8.1 Events of Default

The Parties agree that an Event of Default shall include:

- (i) A breach by Client or ClearRisk of a term of this Agreement (including the Schedules);

8.2 Termination by Party upon Event of Default

- (i) Upon the occurrence of an Event of Default attributable to Client under this Agreement, ClearRisk may issue a notice in writing of default and on failure of Client to remedy the same or cause the same to be remedied within thirty (30) Business Days' after the issuance of the notice, ClearRisk may at its option terminate this Agreement by notifying the Client in writing of its election so to do. In the event that this Agreement is terminated, such termination shall not prevent ClearRisk from collecting from Client any sums or payments owing that accrued prior to termination.
- (ii) Upon the occurrence of an Event of Default attributable to ClearRisk under this Agreement, then Client may issue a notice in writing of default and on failure of

ClearRisk to remedy the same or cause the same to be remedied within thirty (30) Business Days' after the issuance of the notice, Client may at its option terminate this Agreement by notifying ClearRisk in writing of its election so to do. In the event that this Agreement is terminated, such termination shall not relieve Client of any obligations that have accrued as of the date of such termination, including, without limitation, any sums or payments then due.

8.3 Irreparable Harm

Client agrees that should it breach or violate any obligations set out in this Agreement, ClearRisk shall be irreparably harmed and that such harm cannot be adequately compensated for in damages. Client further agrees that in the event that Client breaches its obligations set out in this Agreement, ClearRisk will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have at law or equity.

8.4 Data provided upon Termination

In the event of Termination under 8, ClearRisk shall backup Client's data and provide electronic copies of Client Data through a ClearRisk provided FTP folder to Client within 30 days of termination. All data will be uniquely identified for efficient processing. Client data will be provided as follows:

- Text data in CSV format with appropriate titles and column headers
- Notes and file attachments in their native format provided in .zip folder
- Once data is accepted by Client, ClearRisk will delete all data from existing servers and provide confirmation to Client.

Once data has been provided to Client as described above, ClearRisk will have no further responsibility to Client.

9 Indemnification and Insurance

9.1 Indemnification by Client

Client agrees that it shall at all times promptly indemnify and hold ClearRisk safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by ClearRisk for, arising from or in any way connected with a breach by Client or of this Agreement.

9.2 Indemnification by ClearRisk

ClearRisk shall defend Client against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that the use of ClearRisk Claims as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Client for any damages finally awarded against, and for reasonable legal fees incurred by, Client in connection with any such claim, provided that Client (a) promptly gives ClearRisk written notice of the claim, (b) gives ClearRisk sole control of the defence and settlement of the Claim (provided that ClearRisk may not settle or defend any claim unless it unconditionally releases

Client of all liability), and (c) provides to ClearRisk all reasonable assistance, at ClearRisk's expense.

ClearRisk shall at all times promptly indemnify and hold Client safe and harmless from and against any and all other actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by Client for, arising from or directly connected with a breach by ClearRisk or of this Agreement.

9.3 Indemnification of Third Party Claims - Client

Client agrees that it shall at all times promptly indemnify and hold ClearRisk safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by ClearRisk for, arising from or in any way connected with Client's use of ClearRisk Claims or breach of this Agreement.

9.4 Indemnification of Third Party Claims – ClearRisk

Subject to Sections 7, and 9.5 herein, ClearRisk agrees that it shall at all times promptly indemnify and hold Client safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by Client for, arising from or directly connected with a breach by ClearRisk of this Agreement.

9.5 Limitation of Liability

IN NO EVENT WILL EITHER "CLEAR RISK" OR THE "CLIENT" OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT GREATER THAN THE LIMITS OF ANY AVAILABLE INSURANCE COVERAGE TO EITHER "CLEAR RISK" OR THE "CLIENT". THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

9.6 Insurance

ClearRisk agrees that:

- a That the property, assets, undertakings, activities and liability of ClearRisk are insured against risks, loss and/or damages under a policy of insurance (the "Policy") with insurers who are satisfactory to Client in amounts, for risks and otherwise on terms which are reasonable in relation to such assets and activities of ClearRisk and as is prudent having regard to the business conducted by ClearRisk.

- b That the General Liability Insurance Policy will, at a minimum, carry per occurrence limits of not less than five million dollars (\$5,000,000.00) per claim and have a deductible of not more than ten thousand dollars (\$10,000.00).
- c That the Cyber Liability Insurance Policy will, at a minimum, carry per occurrence limits of not less than five million dollars (\$5,000,000.00) per claim and have a deductible of not more than ten thousand dollars (\$10,000.00).
- d That Client is named as an additional insured under the general liability insurance provisions of the Policy with respect to liability arising from or out of the ClearRisk Claims by Client.
- e That the Policy shall apply as primary insurance and contain an undertaking by the insurers to notify Client in writing not less than thirty (30) days prior to any material change, cancellation or termination and that ClearRisk itself will notify Client within 48 hours of receipt of notification by insurers of any cancellation or termination of the Policy.
- f That certificates of insurance, together with copies of the coverage sheet, policy and any amending endorsements, in a form acceptable to Client, will be delivered to Client and ClearRisk upon execution of this Agreement, and upon every renewal of the Policy for so long as this Agreement remains in effect.
- g That there has been no default or failure by the party or parties insured under the provisions of such Policy which would prevent the recovery by the Party or Parties insured there under of the full amount of any insured loss.

10 Miscellaneous

10.1 Further Assurances

The Parties and each of them shall at any time and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required so as to accomplish and carry into effect the intentions of this Agreement.

10.2 Waiver of Breach

No delay or omission of either of the Parties to exercise any right or power accruing upon any default or breach under this Agreement shall impair any such right or power or shall be construed to be an acquiescence therein or waiver of any such default or breach or of any right or power accruing upon any such default or breach or any subsequent default or breach under this Agreement.

10.3 Client Feedback, Suggestions, Ideas and Comments

ClearRisk may use your feedback, suggestions, testimonials, comments or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials including brochures, case studies, website pages and including client company logo. Client grants ClearRisk a perpetual, worldwide, fully transferable, sub-

licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to ClearRisk in any way.

10.4 Waiver of Terms

None of the conditions, covenants or agreements contained in this Agreement may be waived in whole or in part unless such waiver is in writing and signed by the Party in whose favor the representations, warranties, conditions, covenants or agreements so waived operate.

10.5 Assignment and Sublicenses

Client shall not be permitted to assign this Agreement or any of its obligations hereunder without the prior written consent of ClearRisk, which consent may be withheld by ClearRisk in its sole discretion. Client also agrees that it shall not have the right to grant sublicenses under this Agreement without the prior written agreement of ClearRisk.

10.6 Notice

Any notice or other document required or permitted to be given to any party hereunder shall be validly given if delivered personally (including by courier service) or sent by facsimile transmittal addressed to the addressee thereof at the following respective addresses:

(a) if to ClearRisk at:

5 Hallett Crescent, Suite 8
St. John's, NL
A1B 4C4

Attention: Craig Rowe
Email: craig@clearrisk.com
Fax: 1(877) 734-7475; and

(b) if to Client at:

99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Attention: Frank Coccimiglio
Email: f.coccimiglio@cityssm.on.ca
Phone: (705) 759-5303

Any notice or other document if delivered shall be deemed to have been received by and given to the addressee on the date of delivery, and if given by facsimile transmittal shall be deemed to have been received by and given to the addressee on the next Business Day following the day of sending. Any party may at any time give notice in writing to the others of any change of address for these purposes. In the event of actual or threatened postal interruption in Canada, no such notice shall be deemed to have been received until it has in fact been received by the party for whom it is intended.

10.7 Rules of Interpretation

Words importing the singular number shall include the plural and vice versa and words importing the use of any gender shall include all genders. Headings used in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose including, without limitation, its interpretation. Expressions such as “hereof”, “hereunder” and “hereby” shall be construed as referring to the entire Agreement and not only to the particular Article, section, subsection or clause in which they appear. In determining beneficial ownership by a person, such person shall be considered as having a beneficial ownership interest in the assets of any company controlled, directly or indirectly, by such person. This Agreement shall not be construed or interpreted so as to create any rights to or be enforceable by any person who or which is not now, or does not in future become, a party to this Agreement.

10.8 Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of such Province.

10.9 Business Days

In the event that any act is required hereunder to be done, any notice is required hereunder to be given, or any period of time is to expire hereunder on any day that is not a Business Day, such act shall be required to be done or notice shall be required to be given or time shall expire on the next succeeding Business Day.

10.10 Severability

The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct, and no provision or part thereof shall be deemed dependent upon any other provision or part thereof unless expressly provided for herein.

10.11 Counterparts and Facsimiles

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement, and may be delivered by any of the parties to any other party by facsimile transmittal.

10.12 Time of the Essence

Time shall in all respects be of the essence of this Agreement.

10.13 Currency

All dollar amounts referred to herein refer to lawful money of Canada.

10.14 Enurement

This Agreement and everything contained herein shall enure to the benefit of and are binding upon each of the Parties hereto and their respective successors and permitted assigns as fully and as effectually as if the same had been mentioned herein.

10.15 Entire Agreement

This Agreement, including the schedules attached hereto, is the entire agreement between the parties made to date regarding the subject matter and supersedes any prior agreements or understandings between the parties relating to its subject matter. No modification or variation of this Agreement shall be effective unless in writing signed by the Parties.

IN WITNESS WHEREOF the signature of a duly authorized director of each of ClearRisk and Client were hereunto affixed in accordance with their rules and regulations in that behalf contained, the day and year first before written.

CLEAR RISK INC.

Client: ^{The} Corporation of the City of Sault
Ste. Marie

Per: 
Craig Rowe

Per: _____
Christian Provenzano - Mayor

Per: _____
Malcolm White - City Clerk

We ~~I~~ I have authority to bind
The (Corporation of the City of Sault
Ste. Marie)



Schedule "A"
SFDC Service Agreement

"AppExchange" means the online directory of on-demand applications that work with the SFDC Service, located at <http://www.appexchange.com> or at any successor websites..

"Platform" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"Reseller" means Clear Risk Inc.

"Reseller Application" means ClearRisk Claims.

"SFDC Service" means the online, Web-based service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications. For purposes of this SFDC Service Agreement, the SFDC Service does not include the Platform.

"SFDC" means salesforce.com.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties and are identified as third-party applications, including but not limited to those listed on the AppExchange and the Reseller Application.

"Users" means Your employees, representatives, consultants, contractors, agents and third parties with whom You conduct business who are authorized to use the Platform subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

"Your data" means all electronic data or information submitted by You as and to the extent it resides in the Platform or SFDC Service.

1. Use of Platform.

- (a) Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Platform). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application.

If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess of the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access or use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

- (b) If Your subscription to use the Platform hereunder includes Salesforce Mobile, You understand that prior to purchasing Salesforce Mobile, You should refer to the Mobile Device list located at <http://www.salesforce.com/mobile/devices/> for information on mobile devices that are supported by SFDC. You agree that SFDC will not provide any refunds, credits or other compensation or remedies in connection with Your purchase of Salesforce Mobile for any mobile devices that are not supported by SFDC. Third party mobile device, operating system and network connectivity providers may, at any time, cease distribution of, interrupt, deinstall and/or prevent use of Salesforce Mobile clients on supported mobile devices without entitling You to any refund, credit or other compensation or remedies.
- (c) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- (d) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform.
- (e) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy

rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

- (f) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform and/or the SFDC Service such as by exchanging data with the Platform and/or the SFDC Service or by offering additional functionality within the user interface of the Platform and/or the SFDC Service through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

3. **Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party

Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.

4. **Access by Reseller.** To the extent Reseller serves as the administrator of the Reseller Application for You, You acknowledge that your use of the Reseller Application may be monitored by Reseller and Reseller may access Your Data submitted to the SFDC Service or Reseller Application. By agreeing to this SFDC Service Agreement, you are consenting to such monitoring and access by Reseller.
5. **Return of Your Data.** You have thirty (30) days from the date of termination your Reseller Application subscription term in which to request a copy of Your Data, which will be made available to You in a .csv format. Any modifications to such Your Data made by the Reseller Application outside of the Platform (if any) will not be captured in Your Data as returned and the return of any such modified data shall be the responsibility of Reseller.
6. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.
7. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
8. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
9. **Suspension and Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the Reseller Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the Reseller Application (a "Shared org") You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In

no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.

10. **Subscriptions Non-Cancelable**. Subscriptions for the Platform are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
11. **No Warranty**. SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
12. **No Liability**. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Further Contact**. SFDC may contact you regarding new Platform and SFDC Service features and offerings.
14. **Third Party Beneficiary**. SFDC shall be a third-party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

Schedule "B"
Pricing of ClearRisk Claims

Payment Terms: ClearRisk requires payment within 30 days of annual invoice date. If payment is not received, ClearRisk will suspend Client access until payment is received in full.



GENERAL PRICING

Implementation

This one-time fee includes account setup, user training, scoping sessions and support including project schedule creation, full data migration and 100 field customizations.

Full Admin Users

These are full users who have no restrictions. They have full access to all modules, reporting and dashboards. These users can be restricted if needed, i.e. staff member from the Fleet Department only needing to access vehicle records or defined claim types.

Delegate Users

These users have restrictions around their functionality. They are strictly data-entry/view only users. They can view reports and dashboards, but have no access to create or edit them. These users can be restricted if needed, i.e. staff member from the Fleet Department only needing to access vehicle records or defined claim types.

Supervisor Users

These users have the ability to receive customized reports directly from the system without having to access it themselves.

Online Web Portal for Data Submission

The online web portal is a one-way intake form that can be customized to fit your organizational needs. The online web portal eliminates duplicate data entry and improves data integrity with mandatory, drop-down fields.

Interface Creation/Coding Customization

ClearRisk has built many custom modules for customers looking to incorporate more functionality and data in one location. All projects would be fully scoped and a quote provided to the customer prior to commencing work. This can certainly be discussed on a future call. Excellent and efficient way to eliminate redundant systems, spreadsheets, etc.

CLEAR RISK PRICING

DESCRIPTION	FEE TYPE	STANDARD PRICING	DISCOUNTED PRICING	DIFFERENCE (STANDARD vs. DISCOUNTED)
Annual Base Package (Includes 2 Admin Users, 1 Delegate User and 2 Web Forms)	Annual Recurring	\$22,500	\$19,750	\$2,750
Implementation	One-Time	\$12,000	\$8,000	\$4,000
TOTAL		\$34,500	\$27,750	\$6,750

DESCRIPTION	PRICE	NOTES
Additional Admin Users	\$4,500	Annual Recurring Fee
Additional Delegate User	\$2,250	Annual Recurring Fee
Supervisor Users	TBD based on volume	Annual Recurring Fee
Additional Web Forms	\$3,500	Annual Recurring Fee
Interface Creation/Coding Customization	\$250/hour	One-Time Fee

CLEARRISK PRICING

INSERTED FEB 13TH, 2019

Year 1 Pricing

DESCRIPTION	UNIT	QTY	PRICE
Annual Base Package (Includes 2 Admin Users, 1 Delegate User and 2 Web Forms)	\$19,750	1	\$19,750
Implementation	\$8,000	1	\$8,000
TOTAL			\$27,750

Annual Recurring for 2020 and 2021

DESCRIPTION	UNIT	QTY	PRICE
Annual Base Package (2020) (Includes 2 Admin Users, 1 Delegate User and 2 Web Forms)	\$20,737.50*	1	\$20,737.50
Annual Base Package (2021) (Includes 2 Admin Users, 1 Delegate User and 2 Web Forms)	\$21,774.38*		\$21,774.38
TOTAL			\$42,511.88

*annual recurring fees increase by 5%/year as per section 4.1 of ClearRisk's standard agreement

Appendix A
ClearRisk/ (Sault Ste Marie) Statement of Work



ClearRisk/City of Sault Ste. Marie

ATTN: Adam Shier and Frank Coccimiglio

STATEMENT OF WORK

February 15th, 2019

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Introduction

ClearRisk provides Claims, Incident and Risk Management software solutions for organizations with varying risk environments, complexities and volume. By having a centralized hub for all risk and insurance data, ClearRisk enables our customers to implement a streamlined approach to data collection, analysis and reporting.

The overall goal of any risk and insurance program is to reduce costs, automate processes and lower the frequency and severity of occurrences. ClearRisk allows organizations to identify trends, pinpoint high-risk areas, implement corrective actions and track progress of their program effectiveness while streamlining internal and external workflows.

Risk and claims departments often have many deadlines imposed for documentation with team members typically spending their time filing paperwork, producing claims documents and updating internal and external stakeholders. ClearRisk's cloud-based application eliminates these tedious, administrative tasks by integrating with external platforms and enabling access to multiple users in various locations for effortless data collection and communication.

ClearRisk's application is built on the global leader in cloud-computing, Salesforce.com. Leveraging SFDC's technology allows ClearRisk's customers to benefit in world-class security, uptime and performance.

Objective

City of Sault Ste. Marie has identified the need to implement a cloud-based, Claims, Incident and Risk Management System. The ClearRisk platform will provide an overall solution for managing incidents, claims and related insurance data.

Goals of City of Sault Ste. Marie throughout this project include but are not limited to the following:

- Reduce the organizational cost of risk by:
 - reducing the frequency and severity of risk
 - automating processes required to manage data
 - increasing effectiveness in trend reporting and mitigation
 - enhancing communication of risk trends across the organization
- Implement a centralized system that improves data integrity, eliminates duplication and automates reporting
- Provide ways to document, store, retrieve, and quickly manipulate claims and incident

- data, track incident reports, and identify and analyze risk trends and exposures
- Implement a flexible, stable, and reliable system that is capable of accommodating future growth and changes within City of Sault Ste. Marie

Scope of Work

ClearRisk is providing City of Sault Ste. Marie with access to the ClearRisk Claims, Incident and Risk Management system built on the Salesforce platform. This cloud-based application provides City of Sault Ste. Marie the ability to manage and track data related to its risk and insurance program in the following modules:

- Insurance Claims/Incidents
- Insurance Policies
- Organizational Hierarchies
- Property Management
- Vehicle Management
- Contract Management
- Insurance Certificate Management
- Contacts
- Risk Mapping
- Reports & Dashboards

It is important to note that additional, requested modules can be scoped and added at a later date.

Account Overview

Implementation

City of Sault Ste. Marie's account implementation commences once ClearRisk receives the executed contract and invoice payment. Implementation is expected to run 15* weeks. Below outlines the specific items addressed in the implementation:

Implementation completion is currently estimated at 15* weeks from project kickoff

Please refer to attached document – City of Sault Ste. Marie *Implementation Project Schedule* – for breakdown of phases and projected completion dates. ClearRisk will schedule a weekly project update meeting (1 hour/week).

*Timeline is subject to change based on responsiveness of City of Sault Ste. Marie during the data migration stage.

System Users

Admin users have access to:

- Create/edit/delete all records, list views, tasks, notes, files, reports, dashboards

Delegate users have access to:

- Create/edit/delete all records, list views, tasks, notes, files

Online Web Portal

ClearRisk will be implementing an online web portal which allows external and internal incident submissions. The standard online web portal will be implemented as per initial requirements.

Expectations from ClearRisk:

- Initial mirroring of existing form(s) from the City of Sault Ste. Marie into ClearRisk
- The initial form would be provided to City of Sault Ste. Marie for any edits/workflows
- Edits and workflow will be implemented and tested by both parties
- Once approved by City of Sault Ste. Marie, it will be mapped and coded in to ClearRisk
- Notification workflows will be decided, implemented and tested

Expectations for City of Sault Ste. Marie:

- Provide their existing form(s) and list of people to be notified
- Available for Webform edit meetings

Once final edits are implemented and web portal(s) is live, any additional customization will be scoped to determine cost to implement.

Data Migration

Data upload is carried out by CSV file format upload. ClearRisk will provide City of Sault Ste. Marie with data templates to copy/paste their data for migration. This will be fully discussed during the Introductory/On-Boarding Session.

Data is transmitted between City of Sault Ste. Marie to ClearRisk via secure FTP provided by ClearRisk.

User Training

During the implementation kickoff, City of Sault Ste. Marie will be introduced to its project team and provided all contact details. This team will be made up of experienced ClearRisk

➤ Account customization

- 100 field customizations (edits, additions) are included as part of the base implementation package. After implementation is complete (or after this threshold is met), any additional customization to the City of Sault Ste. Marie account will be scoped to determine cost to implement. All customization to fields and modules is handled by ClearRisk.

Period of Performance

Initial contract term is 3 years. City of Sault Ste. Marie will be billed on an annual basis on the anniversary of the signed contract date. The implementation period of 15 weeks is included in the 3-year contract.

Location of Performance

ClearRisk performs all ongoing implementation and ongoing user support from its headquarters in St. John's, NL. All communication is held via phone, email, teleconference or web conference. If in-person meetings are required, ClearRisk will prepare a fee package for client approval. City of Sault Ste. Marie will be responsible for any and all fees associated with providing support outside of which has been negotiated in our mutual agreement.

Stakeholders

City of Sault Ste. Marie

Adam Shier - Risk Manager

Frank Coccimiglio - IT Manager

ClearRisk

Paul MacKinnon - Implementation and Support

Aisham Fatima - Customer Success

Project Milestones

Implementation completion is currently estimated at 15* weeks from project kickoff

Please refer to attached document – City of Sault Ste. Marie *Implementation Project Schedule* –

specialists who have implemented over 100 organizations. They bring a wealth of knowledge to the implementation and will be providing suggestions based on learnings taken from current customers.

City of Sault Ste. Marie will be provided with a series (5) of interactive, web-based training sessions. These sessions are hosted online and recorded for future reference.

Each session will be scheduled for 1.0-1.5 hours depending on the need of the user(s). Training sessions are completed in a group setting online via web conference. The ClearRisk project team is responsible for monitoring progress and ensuring success and is readily available for any questions or concerns that arise.

Data Storage

Initial storage provided within the City of Sault Ste. Marie account:

- 1 GB text data (≈ 500,000 claim records, for example)
 - additional text data storage can be added at any time for an additional cost
- 21 GB file data
 - additional file data storage can be added at any time for an additional cost

Ongoing Support, Maintenance & Customization

After implementation, City of Sault Ste. Marie will continue to be supported by the project team.

The role of this ClearRisk team includes:

- Direct point of contact for all support related matters including:
 - Additional training requests
 - User issues and questions
 - This function is included in City of Sault Ste. Marie's annual subscription
- Administering all changes/updates to user accounts, such as:
 - Adding new users
 - Deleting users
 - Editing new and current users: user restrictions, employee transition/turnover, etc.
 - This function is included in City of Sault Ste. Marie's annual subscription

for breakdown of phases and projected completion dates. ClearRisk will schedule a weekly project update meeting (1 hour/week).

*Timeline is subject to change based on responsiveness of City of Sault Ste. Marie during the data migration stage.

Pricing Breakdown

Annual Subscription

Item	Cost
Annual Subscription Package Includes: • 2 Admin users • 1 Delegate user • 2 Web Forms	\$19,750*

*Annual Subscription Package will increase by 5%/year, as per section 4.1 of the ClearRisk/City of Sault Ste Marie Agreement

Implementation

Item	Cost
Data Migration Account Configuration User Setup & Training Web Form Setup	\$8,000

Acceptance

The terms and conditions of the ClearRisk / City of Sault Ste. Marie apply in full to the services and products provided under this statement of work. This statement of work is valid for **30 Days** from its issuance date February 15th, 2019.

This quote is based on the information provided to ClearRisk to develop the estimate. Should there be a difference in the actual amount of work to be performed or other factors, a change request may be required to accommodate for the increased effort and time.

This SOW is an appendix to the agreement between ClearRisk and the City of Sault Ste. Marie. As such, contract execution is deemed acceptance by both parties.

Appendix B

ClearRisk SLA



Service Level Agreement

Version 1.5

Updated November 2018

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Introduction

This Service Level Agreement ("SLA") describes certain performance and security components regarding the services provided by ClearRisk Inc. ("ClearRisk") and its partners/service providers.

Help Desk Support Services

The Service Level for Response Times for Help Desk Support Services relates to the speed with which ClearRisk will respond to requests from the Client and do not describe how quickly the end user support may take place.

ClearRisk provides the following response times to Client requests for end user support:

Requests for end user support will be responded to within six (6) hours of the start of the next business day, excluding Canadian holidays (9:00am-5:00pm Eastern Time).

Many end user support inquiries can be answered immediately by the ClearRisk support specialist who receives the request. However, if the Client's question is more complex, or where product specialists or training staff are not immediately available, the request will be scheduled with the next available specialist or trainer within a reasonable time delay.

Eligibility - Help Desk Support Services

Help Desk support does not extend to Client's computer systems and devices, any software other than ClearRisk (which includes the Salesforce.com software platform ("Salesforce")) or any private or public network or communication system or device used to access and/or use ClearRisk. ClearRisk shall be under no obligation to provide Client with any other support services, except as provided herein or in a separate agreement entered into, in writing, between ClearRisk and Client.

End user support is available to individual users or groups of users, within Client organizations who have been specifically named as users.

Any individual named as a licensed user will be entitled to use the Help Desk support services. The Client may request ClearRisk to provide a list of the Client's authorized users.

Exceptions - Help Desk Support Services

ClearRisk will not provide Client with Help Desk support services if Client is in breach of any of its material obligations under the ClearRisk Subscription Agreement (including, without limitation any schedule thereto).

Contact Information – Help Desk Support Services

Client will be provided contact information for its Client Support Team at the kickoff of implementation.

System Performance

ClearRisk utilizes Salesforce as its managed hosted solution and platform provider. Salesforce is a fully-managed dedicated infrastructure application hosting service that provides a full hardware and platform solution. This solution is designed as a reliable, secure, high-availability, 24x7 presence.

ClearRisk is responsible for responding to Clients' problems related to ClearRisk and the Salesforce managed hosted solution. The Service Level for response time shall be as stated in Table 1.

Response Times for Production Environments (Table 1)

Severity Level	Description	Response Time
#1 Critical	No access to the software's core functionality for all users' due to system server or business impact issue	Within 1 hour
#2 High	Issue that prevents the business from carrying out its functions related to the operations of the software or significantly affects its capabilities to do so	Within 4 hours - during regular response hours
#3 Medium	Issue that reduces the usability of the Software and thus impacts the productivity of the users	Within 24 hours – during regular response hours
#4 Low	Issue that causes inconvenience to the user and/or for which a workaround is reasonably apparent	Within 48 hours – during regular response hours

ClearRisk's regular response hours are 9:00am-5:00pm Eastern Time, Monday-Friday, excluding Canadian holidays.

Service Availability and Penalty for Non-Compliance with Availability Requirement (Table 2)

	9am-8pm ET Mon-Sat (286 hours of availability based on 30-day month)		All other times (434 hours of availability based on a 30-day month)	
Service Availability	Minutes Unavailable	Service Level Credit	Minutes Unavailable	Service Level Credit
≥ 98.75% or greater	0-215 minutes	0%	0-326 minutes	0%
≥ 98.5% but <98.75%	216-257 minutes	5%	327-391 minutes	5%
≥ 98% but <98.5%	258-343 minutes	10%	392-521 minutes	10%
≥ 95% but <98%	344-858 minutes	25%	522-1302 minutes	25%
<95%	+859 minutes	100%	+1303 minutes	100%

Non-Compliance

Per month, if Service Availability is less than 98.75% during the periods 9:00am-8:00pm ET, Monday to Saturday (excluding Canadian holidays and scheduled maintenance) or less than 98.75% at other times (excluding scheduled maintenance), ClearRisk will issue a service credit (a "Service Level Credit") to the Client in accordance with the schedule in Table 2 above, with the Service Level Credit being calculated on the basis of the monthly Service Charge for the affected Services.

Force Majeure Definition:

Circumstances beyond ClearRisk's or Salesforce's reasonable control including without limitation: acts of any government body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, DNS issues outside the control of Salesforce or ClearRisk, outages elsewhere on the Internet that hinder access to your account.

Service Level Credit – Definition

In the event that the Services fail to meet the Availability Requirement Client shall be entitled to receive a Service Level Credit equal to the applicable percentage set forth in Table 2 above applied against the Services Charges for the month during which the failure to achieve the Availability Requirement occurs and shall be applied no later than thirty (30) days following the end of such month.

Clients Responsibilities Regarding Problem Resolution

In connection with problem diagnosis and resolution, Client shall provide sufficient, suitably qualified staff, if necessary, to assist ClearRisk in its work. ClearRisk shall not be liable for delays in responding to the support issues where such delays are attributable to

communication problems beyond the reasonable control of ClearRisk.

Quarterly Reports

The Service Level Report will be delivered to Customer when requested and will include:

- a) for each Service Level, identify the Service Level metrics achieved by the Supplier in performing the Services during each month of such quarter;
- b) identify each incidence of Supplier's failure to achieve a Service Level (each a "Service Level Failure") during such quarter (including the number of consecutive months in which Supplier has had a Service Level Failure for such Service Level and, the number of months in the past twelve months that Supplier has had a Service Level Failure for such Service Level).

Data Backup, Data Recovery and Disaster Recovery

A combination of near real-time data replication and data backups are utilized to protect Customer Data. Data centers are configured in pairs, so primary production infrastructure and production data are fully replicated to secondary sites.

The mirror site is a passive site containing equal capacity of the production data center, as the systems are the same as the primary. Salesforce Services production data in application databases is backed up using incremental backups, which are merged daily to create full backups, and hourly archive log backups. Archive log backups may have a slight delay to allow for additional processing.

Salesforce Services database backups of customers' production data are retained for a minimum of 90 days and backups of customers' test data (sandboxes) are retained for 30 days. Salesforce Services attachments which reside on Fileforce servers are replicated and/or backed up. Deleted attachments on Fileforce servers are purged after 90 days in production instance and 30 days in customer sandbox instances. Data deemed important by the customer is retained by that customer.

Formal processes and procedures to securely dispose of any device that may contain Customer Data including backup media and hard drives have been developed. The media management procedures apply to all data center environments and include procedures for physical destruction. Backups of customer files (attachments) are sent to disk and then written to tape.

Backup media does not leave secure data center facilities until the media is securely wiped and destroyed through a secure destruction process.

Service agreements are in place for each of the alternate processing facilities and failover to

the alternate processing facilities are logically controlled and do not require physical access to the production infrastructure to execute the failover. In addition, each production data center is served by multiple Internet Service Provider (ISP)

Salesforce has a Global Business Continuity program which is managed by the Business Continuity Team. The Technology and Customer Support business continuity plans are reviewed, exercised, and approved by the respective teams with Business Continuity Management (BCM) coordination annually. This program is overseen by senior management for each of the key functional areas within Salesforce, and is supported by executive leadership at the highest level. Individual teams are responsible for the development and maintenance of their respective plans. The Technology and Customer Support business continuity plans are reviewed, exercised, and approved by the respective teams with the BCM team coordination. Contingency documentation is made available to all personnel who also receive on-the-job training as a part of contingency planning testing activities.

Salesforce also performs an annual Business Impact Analysis (BIA) to identify the operational and financial impacts of any unplanned disruption to Salesforce's business operations. The BIA captures process criticality, possible qualitative and quantitative impacts, critical applications and vendors, locations, and other information that will help identify any recovery risks and/or any recovery gaps where mitigation is needed.

A Disaster Recovery Plan (DRP) outlines the actions to be followed to meet availability and system requirements. The disaster recovery plan includes, among others, details regarding recovery time objectives, key personnel, and recovery processes to be followed in the event of a declared disaster. A formal Disaster Recovery exercise is executed annually to test the effectiveness of the contingency planning, site switching and data restoration process. Salesforce has a Global Crisis Management Team (CMT) comprised of select executives from key departments globally. The CMT is mobilized when a crisis or significant event occurs, and is responsible for evaluating the situation and responding accordingly. Depending on the severity and nature of an incident, the CMT Leader may request engagement from various support teams to assist with mitigation of the incident. The CMT meets periodically for training, education, and review of the documented Global Crisis Management Team Plan, or as required due to a crisis or significant event. CMT members have specified roles and responsibilities and are expected to be available at all times (24/7).

The documented Global Crisis Management Team Plan (CMP) identifies response strategies for any hazard, including pandemics and emerging health threats and incidents that may impact the Salesforce reputation. Exercises are completed annually to test the effectiveness of the CMP and training of individual members occur as necessary throughout the year. As part of developing a viable Disaster Recovery Plan and program, Salesforce schedules Disaster Recovery exercises which are conducted several times per year with and without

customer participation.

Additionally, disaster communication processes are exercised using the mass notification system during each exercise, which includes call-outs with response requests to Salesforce Crisis Management Team and the production Disaster Recovery teams. Salesforce will test its disaster recovery plan at minimum on an annual basis and will continue to enhance and develop processes and its technology related to disaster recovery to further reduce RPOs and RTOs.

Business Recovery Plan

Business Continuity Plan

Salesforce maintains business continuity plans (BCP) for critical business functions globally. BCPs outline the procedures for the restoration of critical business processes in the event that various resources are unavailable, including the loss of building, technology, human resources, third party vendors, vital records, and equipment. BCPs are broken down into four sections: Prepare, Emergency Response, Recovery, and Restoration. BCPs are reviewed quarterly and exercised at least once annually, with BCM oversight.

As part of the planning and maintenance process, a Business Impact Analysis (BIA) has been integrated into the program and is continually and consistently updated as new business functions and processes are identified and/or as significant changes to plans are completed. In addition, a formal BIA review is completed yearly to ensure alignment with each BCP.

The BIA has been built on the Salesforce platform and is continuously live and evergreen. Being built on the Salesforce platform allows for users to create custom reports and dashboards as needed for compliance, management oversight, as well as for incident and disaster response.

Risk Management

Salesforce conducts an annual risk assessment to identify and evaluate key risks facing the company's operations. Changes to the risk environment, including adjustments to existing risk ratings and identification of emerging risks, as well as the status of risk mitigation plans are monitored throughout the year. The Compliance and Risk Committee meets periodically to discuss and evaluate existing and emerging risks.

Production Site Recovery Methodology

To maximize availability, the Salesforce Services are hosted from enterprise-class data centers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instance". Each Instance is capable of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. Each data center provides production services for a set of primary Instances and secondary [disaster recovery (DR)] services for other Instances. Salesforce also maintains separate production-class research and development labs. All data centers utilize carrier-grade components designed to support millions of users at the highest levels of performance and availability. Extensive use of high availability servers and network technologies, combined with a multi-carrier and carrier-neutral network strategy, mitigate the risk of single points of failure (SPOF) and provide a resilient environment to support service continuity and performance.

The Salesforce Services' disaster recovery plans currently have the following target recovery objectives: (a) restoration of the Salesforce Service within a Recovery Time Objective (RTO) of 12 hours after Salesforce's declaration of a disaster; and (b) maximum Customer Data loss, or Recovery Point Objective (RPO), of 4 hours. However, should a disaster, or multiple disasters, cause the compromise of both data centers at the same time, these targets may be adjusted. Recovery priorities exclude development and test bed environments, such as the Sandbox service.

Salesforce uses vendor-supplied replication technologies to optimize the accuracy and integrity of replication between primary and secondary storage systems. These replication software tools are proven products that are widely used in the industry and are known for their reliability. During normal operation, data is copied from the primary data center to the secondary data center. Salesforce uses other third-party software products to continuously monitor data changes from the primary storage and to provide up-to-the-minute information on the status of all of Salesforce's storage systems. These software tools continuously monitor the data replication process and send alerts based on pre-defined threshold levels to Salesforce technical staff in our 24/7 Site Reliability Center. Currently, for each production Instance, Salesforce maintains a minimum of 4 online copies or mirrors of data at any given time.

Data is transmitted between Salesforce data centers across a dedicated, encrypted link utilizing AES-256 encryption.

Files stored in the Salesforce Services are backed up daily at all production data centers. A copy of each daily backup is maintained in, and never physically removed from, Salesforce's secure facilities. All tape backups remain secure under strict chain of custody by Salesforce full time employees. Other data stored in the Salesforce Services is backed up using a disk-based de-duplication appliance that works in conjunction with the database's incremental merge process.

Data Center Recovery Planning Progress

As a part of developing a viable disaster recovery plan and program for the production environment and platforms, Salesforce conducts disaster recovery exercises a minimum of annually.

The scope of the disaster recovery exercise is to validate the ability to failover (simulated) a production Instance from the primary data center to the secondary data center utilizing developed operational and disaster recovery procedures and documentation.

Key elements of proof include:

- Network access
- Hardware and / or server component accessibility (Instance)
- Application(s) accessibility
- Data currency (RPO)
- Plan elements are reviewed and updated
- Tasks, scripts and procedures remain current

The disaster recovery teams, on numerous occasions, have successfully activated a production Instance in a secondary data center with customer participation. The runlist, scripted processes, and individual tasks were validated; data loss potential was measured and determined to be well within current stated limits, and customers have successfully completed their disaster recovery exercise tasks in the secondary data center in an extended maintenance window. Additionally, disaster communication processes were exercised utilizing the mass notification system, which included call-outs with response requests to Salesforce's Crisis Management Team (CMT) and the production disaster recovery teams. Salesforce will continue to test its disaster recovery plan at least annually.

Data Center Facilities

The Salesforce Services run from various enterprise-grade data centers globally. Cameras

(static, PTZ, and IR-based) provide interior and exterior surveillance, monitored by onsite security guards around the clock. Multiple security challenges that incorporate two-factor authentication are required to reach the Salesforce environment through various combinations of card-key access, and PIN-based and biometric systems. Electrical power, telecommunications, and environmental systems (cooling, fire suppression, etc.) are fully redundant with redundant power supply units, diesel generators, and water supplies available for emergency use. Heat, smoke, fire detection and suppression systems are strategically located throughout the facility with special attention paid to the reliability of the support systems. Advanced building logic control systems monitor temperature, humidity, and other environmental conditions. Notification via email/paging mechanisms and on-screen dashboards display all critical functions and any alarm conditions.

Power

Uninterruptible power supply (UPS) and Continuous Power Supply (CPS) solutions are used, including chemical-based battery strings and rotary-based flywheel technology set up in a N+1 configuration at both the UPS/CPS and emergency/generator power levels. Both solutions can provide the Salesforce Services with power while the load is being transitioned to emergency/generator power in the case of a utility outage. All data centers are designed to have power capacity to support the load for the entire facility for a minimum of 48 hours on emergency generator power with multiple vendors to supply fuel as required. In the event of a critical data center facility failure or disaster, Salesforce has the ability to transition to a full-scale, data-replicated, geographically diverse alternate data center.

Staffing in the Event of a Disaster

The Salesforce Services are based on a multi-tenant architecture. If a Salesforce site were to go down, all staff resources would be dedicated to restoring that site. Each customer's org would be recovered with the Instance that contains its org.

Activation/Notification

All customers can review status updates for the environment on the Trust site at <https://status.salesforce.com/status>. Additionally, during significant incidents, Salesforce has implemented a process where ClearRisk would be notified of the issue through an email sent to designated contacts. In the unlikely event, such an incident should exceed 60 minutes, these designated ClearRisk contacts are invited to a conference call with

Salesforce executives to hear an update on the issue and action plan. This information would then be communicated immediately to the Client primary admin(s).

In the event of an actual declared disaster (including a force majeure event), to the extent such a disaster is not fully addressed by this Disaster Recovery/Business Continuity Plan, Salesforce will use commercially reasonable efforts to provide disaster recovery services to restore the service to pre-disaster functionality as quickly as possible.

ClearRisk coordinates activities with the Client and Salesforce in situations such as those described above.

Versioning

All standard changes are implemented during scheduled maintenance windows by authorized personnel with the appropriate skills and experience. Salesforce and ClearRisk maintain a record of all changes, including the implemented solution, roll-back plans and any issues arising from the change.

Client users will be updated of any upcoming maintenance windows when signing into ClearRisk. Additional information for upcoming maintenance windows can be obtained by contacting the ClearRisk Customer Success Team (success@clearrisk.com) or via trust.salesforce.com.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-91

AGREEMENT: (L1.26(1)) A by-law to authorize the execution of the Agreement between the City and The Downtown Association for a community art project.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 15, 2019 between the City and The Downtown Association, a copy of which is attached as Schedule "A" hereto. This Agreement is for a community art project.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

ENGAGEMENT FOR A COMMUNITY ART PROJECT

FOR THE CITY OF SAULT STE. MARIE

THIS AGREEMENT is made April 15, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

-and-

THE DOWNTOWN ASSOCIATION

(herein referred to as the "DTA")

WHEREAS the City identified the Community Art Project as a priority in the development of the arts and culture sector;

AND WHEREAS the project will consist of a number of public art initiatives which will be implemented over the term of the project;

AND WHEREAS the parties would like to work together to create the foundational policies, procedures and methodologies for the development of the Community Art Project;

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

This agreement shall commence on April 15, 2019 and conclude on July 31, 2019. The City reserves the right to extend the Agreement upon mutual agreement of the parties hereto and on completion of the Term as set out herein.

2. DESCRIPTION OF THE WORK

The parties will work together to implement the following Community Art Project:

- 1) The project will result in five large-scale murals that reflect and celebrate the diverse creative culture and heritage of the community;
- 2) The murals will be strategically located to support other downtown revitalization/redevelopment initiatives; and
- 3) Programming is to be developed to support the mural project and to create digital marketing tools to support the programming of apps, and interactive maps.

3. ROLES AND RESPONSIBILITIES

Will be as set out in Schedule "A" attached.

4. FEES

The DTA will invoice the City for the costs of the Community Art Project which is not to exceed the sum of \$34,790.00 inclusive. The City will pay the invoices within 30 days of receipt provided the invoices are detailed and contain all relevant cost information.

IN WITNESS HERETO the Parties have signed this Agreement this 15th day of April, 2019.

DOWNTOWN ASSOCIATION

Per: _____

NAME:

TITLE:

I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

MAYOR – CHRISTIAN PROVENZANO

Per: _____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Future SSM – Community Art Project (CAP) Downtown Mural Project Organization

Project Organization: For discussion

The project will be overseen and managed by a Steering Committee comprised of Travis Anderson (FutureSSM - Project Manager), Todd Fleet (FutureSSM - Arts & Culture Coordinator), Josh Ingram (Downtown Association - Director) and any lead members of participating community groups or organizations (TBD) as well as business and building owners where appropriate. The Steering Committee will be responsible for determining the locations of the CAP Projects, thematic approach and design brief development, sponsorship development, creative and personnel development and general project implementation and management. The Steering Committee may at its discretion form ad-hoc sub-committees as needed to oversee various stages/components of the project.

CAP Project Steering Committee Members:

Travis Anderson – Project Manager, FutureSSM (CDES – City SSM).

Todd Fleet – Arts & Culture Coordinator, FutureSSM (CDES – City SSM).

Josh Ingram – Executive Director, Downtown Association.

Other partner organization staff/members– TBD.

Roles & Responsibilities:

Organizational Responsibilities:

1) FutureSSM will provide:

- Funding support for CAP project in the form of organizing and developing sponsorship and funding applications.
- Procurement support of supplies, materials and equipment, as well as artist recruitment
- Project management and administrative and technical expertise for the development of new proposed murals/projects
- Marketing and promotional support through FutureSSM and City web and other media resources
- Provide networking and coordination between CAP project participants, partners and community stakeholders

- Communicate outcomes, partner and participant feedback and community benefit data/statistics to project partners and City stakeholders

2) DTA will provide:

- Management of project funds secured for CAP projects from FutureSSM and the City, as well as those raised from its members and/or the community
- DTA will act as flow through or lead organization for CAP project funding applications
- Development and management of partnerships with DTA membership and arts and culture individuals/groups/organizations. Engaging and coordinating these groups to participate in CAP projects as stakeholders/funders/participants
- Support CAP projects by coordinating with new and/or existing DTA festivals/events/initiatives and include as part of DTA marketing and promotion
- Communicate outcomes, partner and participant feedback and community benefit data/statistics to project partners

Staff Responsibilities:

1) Travis Anderson – FutureSSM Project Manager –

- Provide Over-all responsibility and support for CAP Project development and implementation in consultation with the DTA
- Provide Over-all responsibility and support for CAP budget and fund development in consultation with the DTA
- Provide Over-all responsibility for schedule and final deliverables in consultation with the DTA

2) Todd Fleet – FutureSSM - Arts & Culture Coordinator –

- Coordination of activities and information between CAP project participants/partners
- Responsible for tracking of schedule, budget and deliverables
- Provide support for procurement of materials/supplies/equipment/artists for project
- Provide funding application support
- Provide support for marketing and promotion of project

- Provide support for development of metrics and tracking for achievement of goals and objectives of project (surveys, participation numbers, community/participant impact, etc.)
- Provide feedback and guidance to project participants throughout entire development and implementation process

3) Josh Ingram – Downtown Association – Executive Director –

- Liaison with FutureSSM, DTA membership and CAP project participants to implement various project initiatives
- Coordinate participation of necessary stakeholders/groups/individuals for various CAP projects
- Organize space/amenities for CAP project unveils as part of current DTA activities
- Act as lead organization in CAP project funding applications
- Provide review of CAP project proposals for final selection
- Provide/support project communications for community recognition/awareness
- Provide participant and user feedback and statistics

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-93

AGREEMENT: (L1.26(3)) A by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Community Career Centre to develop and implement a community wide plan to create a safe, welcoming and inclusive place for all newcomer youth (15-29), as well as other minorities, including indigenous and LGBTTTQQ2s+.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 15, 2019 between the City and the Sault Ste. Marie Community Career Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is to develop and implement a community wide plan to create a safe, welcoming and inclusive place for all newcomer youth (15-29), as well as other minorities, including indigenous and LGBTTTQQ2s+.

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 15th day of April, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

ENGAGEMENT FOR A SOCIAL EQUITY PRIORITY PLAN FOR THE CITY OF SAULT STE. MARIE

THIS AGREEMENT is made April 15, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

-and-

Sault Ste. Marie Community Career Centre

(herein referred to as the "Career Centre")

WHEREAS the City identified the Social Equity Priority of creating a safe, welcoming and inclusive place for all;

AND WHEREAS the plan will be to develop and implement a community wide plan to create a safe and inclusive environment for all newcomer youth;

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

Career Centre (Global Friends), in collaboration with the Local Immigration Partnership (LIP) and FutureSSM, will develop and implement a community wide plan for the creation of a safe and inclusive environment for all newcomer youth. Global Friends shall deliver a completed plan to LIP and FutureSSM by January 2020 and be available for implementation by February 2020. Should elements of the Plan be available for implementation prior to February 2020, Global Friends shall make every reasonable efforts to implement at such time.

2. DESCRIPTION OF WORK

Career Centre will develop and implement a community wide plan to welcome newcomers youth. The Plan will set out how to create a safe and inclusive environment for all youth, including indigenous, LGBTTTQQ2s+ and other minorities.

3. FEES

The City will pay to Global Friends the sum of \$50,000 including HST for the development and implementation of the Plan. The payment schedule is as follows:

- 30% following signing of agreement (April 2019)
- 20% following delivery of annotated Table of Contents (June 2019)
- 20% following delivery of first draft of report (October 2019)
- 20% following delivery of final report (January 2020)
- 10% following acceptance of final report. (February 2020)

4. ENTIRE AGREEMENT

Career Centre acknowledges that there are no representations, agreements of conditions other than as set out in this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 15th day of April, 2019.

CAREER CENTRE INC.

Per: _____

NAME:

TITLE:

I/We have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

MAYOR – CHRISTIAN PROVENZANO

Per: _____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-95

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and 1531161 Ontario Inc. o/a Boyer Construction for the reconstruction of Leo Avenue from Queen Street East to Victoria Street (Contract 2019-2E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated April 15, 2019 between the City and 1531161 Ontario Inc. o/a Boyer Construction, a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Leo Avenue from Queen Street East to Victoria Street (Contract 2019-2E).

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"
CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT 2019-2E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 15th day of April in the year 2019 by and between 1531161 Ontario Inc. o/a Boyer Construction, hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the labour, equipment, and materials and all of the works shown and described in the Contract Documents entitled:

**Reconstruction of Leo Avenue
Contract No. 2019-2E**

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, "the Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, including the Contract Administrator, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or

an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation: The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

The Contractor: 1531161 Ontario Inc. o/a Boyer Construction
53 Gran Street
Batchewana First Nation, Sault Ste. Marie, ON

The Contract Administrator: WSP Canada Inc.
185 East Street
Sault Ste. Marie, Ontario, P6A 3C8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – Christian Provenzano

(seal)

CITY CLERK – Malcolm White

THE CONTRACTOR

1531163 Ontario Inc. o/a Boyer Construction
COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-96

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Leo Avenue from Queen Street East to Victoria Street from May 30, 2019 until October 31, 2019 for the reconstruction of Leo Avenue

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF LEO AVENUE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Leo Avenue from Queen Street East to Victoria Street from May 30, 2019 until October 31, 2019 for the reconstruction of Leo Avenue.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-97

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the last two phases in improvements to the Fort Creek Aqueduct, which includes the reconstruction of the existing aqueduct that is located within the laneway on the east side of John Street between Edinburgh and Albert Streets (Contract 2019-1E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated April 15, 2019 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the last two phases in improvements to the Fort Creek Aqueduct, which includes the reconstruction of the existing aqueduct that is located within the laneway on the east side of John Street between Edinburgh and Albert Streets (Contract 2019-1E).

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 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

CORPORATION OF THE CITY OF SAULT STE MARIE

**Contract No 2019-1E
Fort Creek Aqueduct Reconstruction
Laneway – Edinburgh Street to Albert Street**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **15th** day of **April** in the year **2019**, by and between

Avery Construction Limited, hereinafter called the "**Contractor**",
AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the "**Corporation**".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**Corporation of the City of Sault Ste. Marie
Contract No 2019-1E
Fort Creek Aqueduct Reconstruction– Laneway – Edinburgh Street to Albert Street**

which have been signed in triplicate by both parties and which were prepared by TULLOCH Engineering Inc., acting as Agent and Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages,

costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation: The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

The Contractor: Avery Construction Limited
940 Second Line W
Sault Ste. Marie, Ontario, P6C 2L3

The Contract Administrator: TULLOCH Engineering Inc.
71 Black Road, Unit 8
Sault Ste. Marie, Ontario, P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(seal)

MAYOR – Christian Provenzano

CITY CLERK – Malcolm White

THE CONTRACTOR

Avery Construction Limited

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-98

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the intermittent closings of John Street at Edinburgh Street and Cathcart Street between John Street and Brown Street during the construction seasons in 2019 and 2020 for the Fort Creek Aqueduct Reconstruction.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF JOHN STREET AND CATHCART STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of John Street at Edinburgh Street and Cathcart Street between John Street and Brown Street during the construction seasons in 2019 and 2020 for the Fort Creek Aqueduct Reconstruction.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-99

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the Finger Dock Replacement at the Roberta Bondar Marina.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 15, 2019 between the City and Poralu Marine Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Finger Dock Replacement at the Roberta Bondar Marina.

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 15th day of April, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

CCDC 2

stipulated price contract

2 0 0 8

Bondar Marina Docks Replacement

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.

COMITÉ CANADIEN DES DOCUMENTS D'INGÉNIEURIE ET D'ARCHITECTURE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- 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

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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 15th day of April in the year 2019.

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Poralu Marine Inc.

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
Bondar Marina Docks Replacement

located at

65 Foster Drive, Sault Ste. Marie, ON

insert above the name of the Work

for which the Agreement has been signed by the parties, and for which
STEM Engineering Group Inc.

insert above the Place of the Work

is acting as and is hereinafter called the "*Consultant*" and

insert above the name of the Consultant

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 27th day of May 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 24th day of June 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

*

1) Poralu Marine Proposal:

Scope of Works - Bondar Marina - Replacement

Proposal V01

Project: DEV19-06

Ref: PMC-19-06-14

Dated: 03/25/2019

2) Letter of Intent prepared by STEM Engineering Group Inc. dated April 2, 2018.

* (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:

Seven Hundred Thirty Eight Thousand Five Hundred Sixty Five
_____/100 dollars \$ 738,565.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Ninety Six Thousand Thirteen and Forty Five Cents
_____/100 dollars \$ 96,013.45

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Eight Hundred Thirty Four Thousand Five Hundred Seventy Eight and Forty
Five Cents
_____/100 dollars \$ 834,578.45

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

N/A

(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, ON P6A 5X6

address

705-759-8447

facsimile number

r.borean@cityssm.on.ca

email address

Contractor

Poralu Marine Inc.

*name of Contractor**

345 Boulevard Industriel, St-Eustache, QC J7R 6C9

address

450-491-3379

facsimile number

s.fischer@poralu.com

email address

Consultant

STEM Engineering Group Inc.

*name of Consultant**

875 Queen St. E., Suite 2, Sault Ste. Marie, ON P6A 2B3

address

705-942-7515

facsimile number

mail@stemeng.ca

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

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

signature

name of person signing

name of person signing

Mayor Christian Provenzano

signature

signature

name of person signing

name and title of person signing

Deputy City Clerk - Rachel Tyczinski

WITNESS

CONTRACTOR

Poralu Marine Inc.

name of Contractor

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

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 indemnity 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



SCOPE OF WORKS

Bondar Marina – Replacement

PROPOSAL V01

Project: DEV19-06

Ref: PMC-19-06-14

03/25/2019

CLIENT

City of Sault Ste. Marie

Manager:

Philippe Lemay, Eng.
General Manager
 Office: (450)491-6505 x 229
p.lemay@poralu.com



Contract prepared by:

Stephen Fischer
Sales & Business Development
 Cell: (416) 389-4429
s.fischer@poralu.com

Item	Description	Unit price	Qty.	TOTAL
A	<u>TECHNICAL SPECIFICATION</u>			
1	GANGWAYS	sub-total		status
	Welded Structure marine aluminium grade 6005 A T-5 – 1.25m wide and 7.0m' length Polypropylene decking with a high UV screen, non-slip, dark brown- 10 year warranty. AODA Compliant ramp and rail system Articulated system at gangway. Roller system with polyethylene wheels, access & rolling plates on top of dock; with angle for high water level compensation Maximum deflection of L/300 where L is gangway's length Capacity: 250 Kg/m ² (51 lbs/ft ²) Security Gate with Locking System			included
2	FLOATING DOCKS & FINGERS	sub-total		Status
	Welded Structure marine aluminium grade 6005 A T-5 Polypropylene decking with a high UV screen, non-slip, dark brown colour – 10 year warranty. Standard Fender in low density polyethylene, high UV screen mineral colour - 10 year warranty. Maintenance free polyethylene floats filled with expanded polystyrene. High resistance to impacts, ice and severe conditions. Built-in utility duct (for electricity, water, phone, internet, etc) Seamless structure (no welding, no added top) Marina docks, as per layout Buoyancy: 250 Kg/m ² (50 lbs/ft ²) Freeboard: 0.6 ± 0,025m (22 ± 1 in) Low-profile Dock with height transition step – 40' long x 8' wide Buoyancy: 100 Kg/m ² (20 lbs/ft ²) Freeboard: 0.17 ± 0,025m (7 ± 1 in) Fingers are at 36" wide and 250kg buoyancy (various lengths)			Includes: - Side fenders, corner bumpers, Eco-Style decking, dark brown colour
3	ACCESSORIES	sub-total		status
	Aluminium Cleats 2.5 tonne capacity (with stainless steel hardware) for fingers		102	included
	Additional Aluminium Cleats for side mooring and t-heads		60	included
	Pedestals (23) – 30 and 50 amp double sided (2 reused) – electrical supply in existing panels assumed to be sufficient for current layout		23	included
	Ladders (7)		7	included
	Fire Panels and Life Rings (3)		3	included
	Slip Numbering		1	included
4	ANCHORING SUPPLY	sub-total		Status
	Chain anchoring system attachment guides within the docks		20 points	Included
	Galvanised steel chain, diameter 5/8" - 16 mm:		20 lengths	Included
	Concrete blocks		20 blocks	Included
	Anchor setup and anchoring for large vessel docking at t-heads (4 blocks per)		2 units	included
	Galvanized H-beams and pile guides (for new connections on west sheet pile)		6	included
	Customized pile guides to connect to north piles		4	included
8	SHIPPING & UNLOADING	sub-total		status
	By Truck from St-Eustache, QC factory (near Montreal) telehandler rental and handling by Poralu			By truck, included

9	INSTALLATION	sub-total		status
	Installation by Poralu crew working in conjunction with City Staff deemed necessary by City; including electrical and plumbing connections to existing services (assumed to be up to Code)			Included in
9	Currency: CAD\$	Subtotal (tax not included):		\$738,565.00
		HST	13.00%	\$96,013.45
		Total (tax included):		\$834,578.45

DESIGN CRITERIA

Client information and area statistics:

Maximum Wave action: 1.5 ft. - occasionally
Current speed: minimal, wind driven
Maximum wind speed: 100 km/h
Water level variation: 2 feet (0.6 m)
Refer to General Layout number: N/A

CONSIDERATIONS: *Our scope of supply is limited to the equipment and services specified in this offer*

Equipment / Services NOT Included:

- Acquisition and cost of any and all working permits
- The installation of existing ramps; staff can provide direction/assistance
- The removal and disposal of any existing docks
- Site surveys, pre- or post- installation, delivery

Work Execution Conditions:

- The Client must provide a site that is accessible for trucks and work equipment and must allow for the necessary manoeuvring for the unloading of equipment, without any restraints. Any traffic control costs or requirements are the responsibility of the Client.
- The access to the site shall be forbidden to all non-authorized persons during the work term.
- The Client shall provide a safe storage and storage zone for all material and equipment for the duration of the work phase(s).
- If additional operation were to be necessary because of the non-respect of the conditions mentioned above, they would be at the charge of the Client.
- All alteration to Poralu Marine structures made by an inexact localisation of concrete footings specified by the Client would be at the expense of the Client.
- Assumes that water connections to municipal services are available and are up to Code.
- Assumes that existing electrical panels are sufficient for current layout and are up to Code?

Non-Responsibility:

Poralu Marine cannot be held responsible, even partially, for breaks or damages to equipment during delivery. All damages caused by a third party, shall be the responsibility of the Client, as written in Article 1470 of the Civil Code of Quebec, including the use of the delivering and handling equipment in non-conformities of the rules of handling.

Delivery and installation delays:

The equipment described in this contract will be delivered and installed in an estimated time of 2 weeks to the date of the reception of the complete payment by Poralu Marine. A complete planning will be given in the two weeks following the reception of the deposit payment. The planning may vary of the initial estimation (production availability, vacations ...)

Contractual Warranty:

Poralu Marine Inc. provides, as the law prescribes it, a warranty of two (2) years on all handwork and default of fabrication on the equipment that it manufactures. The warranty described above will take effectiveness at the date of installation of the equipment and will apply exclusively on hidden defect described in the article 1726 of the Civil Code of Quebec. Is excluded of this warranty, all defects dues to conceptions default or bad construction of concrete footings or walls.

The warranty will not be applicable and Poralu Marine will not be held responsible by the Client, the buyer, the owner, the users or any other third party for costs, expenses or damages including direct, indirect, fortuitous, consecutive or punishable damage resulting of:

1. Negligence or non-adequate utilisation or modifications of the products, by any outside party.
2. The boat anchoring exceeding the design criteria provided by Client on plans.
3. The site conditions exceeding the ones provided by the Client and forming the design criteria documented in Section B

Slatted decking:

The slatted decking is guaranteed for ten 10 years to the date of installation against cracking, welding, deterioration and discoloration caused by UV rays.

The Warranty covers a normal utilisation of the product and does not cover abusive use, negligence or alteration of the product in any ways. The decking must be installed as prescribed by the fabricant on an adequate structure. Poralu Marine obligation to the original owner is limited to the replacement or the reparation of the defective decking caused by a fabrication default. Unless mentioned above, the warranty does not apply on all damages direct or indirect neither on the installation of the new decking. If the proof of a manufacture default is presented, it is at the discretion of Poralu Marine to proceed with the replacement or the repairs of the product.

Ice:

Poralu Marine cannot assure the resistances of the equipment against the ice movements in a basin. A study of the movement of the ice shall be made by the Client to ensure that the ices are truly static.

Standard Municipal

35% deposit for production drawings, permits, etc.
30% upon delivery and acceptance
35% upon completion

All payments subject to the 10% holdback

Sales Terms:

Modifications: Poralu Marine allows itself, if required by technical considerations, to change the work in an additive, supressing or modifying way by employing a product or an equivalent method of equal quality or greater without modifying other conditions of the present contract. These modifications may occur regardless of a shop or production detail previously approved by the Client.

Scope: This contract and any appendix signed by both of the parties constitute an agreement exclusive between those parties. It cancels and replaces all agreements or previous conventions (written or oral) that may have existed between the parties. Aside from those actions mentioned in the paragraph Modifications, all modifications of the actual contract shall be signed by both of the parties.

Reserve of property: No transfer of property will occur until the Client has completed the totality of the payments for sales of the equipment. After the delivery of all equipment, if the Client does not pay the full payment, including late fees, Poralu Marine will be free to request the payment or resolve the sale by repossessing the equipment. In case of repossessing, all Poralu Marine and Poralu Marine representatives will be allowed, without any notice or formalities, to present themselves at a determined place and take possession of the equipment. All payments made by the Client before this resolution will not be refundable and will be considered as damages, fees in favour of Poralu Marine.

Elections: Both parties agree that, for all reclaims or pursuits in relation with the execution or the interpretation of the present contract, the judiciary district of Montreal, in the Province of Quebec, Canada will be chosen as the place of the proceedings of those reclaims or pursuits excluding all other judiciary districts.

Potential Considerations:

- | | |
|--------------------------------------|-----------------------|
| 1. Connection of Fuel Dock to A-Dock | \$ 64,583.00 plus HST |
|--------------------------------------|-----------------------|

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

The Client, City of Sault Ste. Marie, the "Client",

- and -

The "Seller", PORALU MARINE INC, of 345 Boul Industriel, St-Eustache, Qc J7R 6C9

Representing the City of Sault Ste. Marie

Mayor Christian Provenzano

~~I have the authority to bind the Client and/or the Corporation representing the Client.~~

Deputy City Clerk Rachel Tyczinski



Stephen Fischer

Sales & Business Development

Poralu Marine Inc.

I have the authority to bind the Seller, and/or the Corporation representing the Seller

TERMS AND CONDITIONS OF SALE AND SERVICES (TCS)



1 Application of the Terms and Conditions of Sale - Opposability

These TCS's govern all contracts and all sales transactions entered into between PORALU MARINE and its client; they set out the Parties' rights and obligations. The placing of any order carries the assumption that the client is informed of these TCS and results in the latter's agreement to these CGS and the waiving of its own general and special conditions of sale. These TCS's therefore have binding force between the Parties, and without their acceptance by the client, PORALU MARINE would not have entered into the agreement.

These TCS's are accompanied by special conditions which should be referred to for anything that is not mentioned herein.

Any condition to the contrary called upon by the client in opposition will therefore be non-invoicable against PORALU MARINE, regardless of the time at which it was informed thereof. Any instance of PORALU MARINE not insisting upon any one of these TCS's at any given time cannot be interpreted as a waiving of the right to take advantage of any one of the said conditions whatsoever at a subsequent time.

2 Offers - Orders - Establishment of the contract

All orders will only have binding force, and therefore involve an undertaking to sell, through the issuing of a written acknowledgement of acceptance by PORALU MARINE. The terms and conditions of sale (products, prices, deadlines, conditions of delivery etc.) adopted in order to honour the contract are those indicated in the acknowledgement of acceptance.

3 Allowed Times

The sole delivery or dispatch times applicable for the order are those given in the acknowledgement of acceptance of the order.

These allowed times remain subject to respect on the part of the client of the schedule of due dates indicated in the special conditions. That is to say, any failure on the part of the client to respect, for example, the dates for validation of the "Approval for Manufacture" plans for the making of part payments, for the lifting of administrative clauses taken care of by itself, or failure to respect preconditions for action by PORALU Marine terms, may give rise to modification of the delivery/dispatch times by PORALU Marine without calling the conditions stipulated under the contract into question, and without the client being able to claim that it has suffered any prejudice whatsoever.

4 Site conditions and establishment of dimensions

The site conditions, which are decisive for the siting of the products, shall be given to PORALU Marine before acceptance of the order. PORALU Marine cannot be held liable for any prejudice linked to inaccuracies in its information and their impact on the choice of products or their implementation. Any losses in the transmission of this information to PORALU Marine may lead to modification of the allowed time.

The measuring of dimensions on the site is the client's responsibility. Any errors in the information transmitted by the client may generate additional work payable exclusively by the client.

5 Modification of orders

Any changes to or rescheduling of orders requested by the client will only be valid after being transmitted in writing with explicit acceptance from PORALU Marine.

Any changes to orders may give rise to changes in prices and/or allowed times, at the discretion of PORALU Marine.

In case of remuneration - in whole or in part - by the client of its order, PORALU MARINE reserves the right to request compensation. If PORALU MARINE does not accept the modification or rescheduling as notified by the client and regardless of the date of this notification, the part payments that have been made will be considered as a non-refundable deposit paid to the former party.

PORALU MARINE reserves the right to make any changes at any time to its products and services that it deems necessary, while informing the client thereof, particularly if the conditions of fulfillment of the order have been changed by the client.

PORALU MARINE reserves the right to change the models described in its leaflets and catalogues without prior notice.

6 Tests and Studies

Any tests or studies conducted by PORALU MARINE do not have the result of obliging PORALU MARINE to achieve any particular results whatsoever.

7 Administrative Formalities - Authorisations - Town Planning

The client is responsible for obtaining the administrative authorisations necessary for the proper execution of the order and for providing due proof thereof to PORALU MARINE in such a way that PORALU MARINE's liability cannot be sought in any capacity whatsoever as a result of the absence or incomplete nature of the said authorisations.

8 Prices

The contract is entered into for prices of services "excluding tax". The invoice presented to the client will show the amounts for the taxes in force at the date of invoicing.

The prices appearing on estimates are only valid for a maximum period of one month.

9 Payment

Unless specified otherwise in special conditions, all orders and debts are subject to a part payment of a minimum of 20% excluding tax, payable and invoiced at the time of acceptance of the order or contract by PORALU MARINE. The balance is invoiced on installation of the facilities and payable 45 days after the end of the month in the course of which the invoice was issued. Orders for products and spare parts are paid on proforma invoice, at least one week before the agreed dispatch date; the invoice is issued on the day of dispatch.

The due dates specified in our invoices are obligatory, any delay in their payment leading ipso jure to the payment of interest for lateness equal to the legal rate multiplied by 3.

In the event of late payment, PORALU Marine reserves the right to suspend or cancel any orders in progress, without prejudice to any other recourse. Costs for the return of products are payable by the client.

10 Fulfilment of the order

In case of action by a Technical Inspection Agency for design validation, PORALU MARINE shall only commence manufacturing the products after written agreement from this Agency has been received.

Where PORALU MARINE is in charge of the installation of its products, the client shall guarantee access to a water supply, the provision of a work area and of secure storage. Any difficulty occurring due to lack of information from the client that gives rise to additional cost (training etc.) will be payable by the client.

When the client is in charge of the installation of PORALU MARINE products, the latter undertakes to authorise the carrying out of a technical inspection. Any refusal on the part of the client to allow this technical inspection to be carried out or to carry out the modifications requested in the report from this inspection, will invalidate the guarantee offered by PORALU MARINE.

11 Delivery

11.1. Deadline - Overrunning of delivery times cannot give rise to any damages or deductions or to the annulment of any orders under way.

In any event, delivery within the allowed times can only occur if the client is up to date in its obligations towards PORALU MARINE, regardless of the cause.

11.2. Risks - In all cases, in the event of damaged or missing items, it is the client's responsibility to report all of the necessary facts and to confirm its reserves on the delivery note provided by the carrier.

11.3. Taking Delivery - Without prejudice to the provisions to be taken in relation to the carrier, claims for conspicuous defects or for non-conformity of products delivered shall be made in writing and sent within eight days of the arrival of the products.

It is the client's responsibility to provide any proof with regard to the reality of the defects and anomalies ascertained. The client shall give PORALU MARINE every opportunity to establish the facts of these defects and to put them right. The client shall refrain from taking their own action and from engaging third parties to take action for that purpose.

12 Force Majeure

PORALU Marine is released from its delivery and/or installation obligations in the case of any chance occurrence or case of force majeure, such as fire, flood, total or partial strikes and lockouts. The quantities ready for delivery and for installation at the time of the event shall be accepted by the client.

13 Guarantee

13.1. Scope

13.1.1 - PORALU Marine provides a contractual guarantee for the entirety of the products manufactured.

PORALU MARINE guarantees that its products comply with the standards for its activity (Réf. GUIDE DE CONCEPTION DES PONTOONS DE PLAISANCE (SAILING PONTOONS DESIGN GUIDE)) S.T.C.P.M.V.N³ ed. 92

PORALU MARINE provides a guarantee to the client against all defects in material design, in manufacture and in provision. This guarantee shall only come into force after verification by

PORALU Marine that the equipment sold was indeed installed and used according to the conditions described in the technical study (site conditions, conditions of use, rules of installation).

This guarantee comes to an end one year (1 YEAR) after the signature of an acceptance report or, in the absence of such a report, one year after the invoice date.

Actions taken under the guarantee cannot have the effect of extending the period of this guarantee.

13.1.2 - Under this guarantee, the sole obligation incumbent upon PORALU MARINE shall be, at its discretion, the replacement or repair of the product or element which has been recognised as being defective, without charge, except where this method of compensation proves impossible or out of all proportion.

In order to be able to take advantage of the guarantee, all products shall first be submitted to PORALU MARINE's after sales service department, whose agreement is essential for any replacement, in particular after verification of the conditions of installation, site conditions and conditions of use.

For the fulfillment of its guarantee, PORALU MARINE makes the necessary products available "Ex Works". The delivery costs shall be systematically payable by the client. The client cannot claim any damages whatsoever in the event of immobilisation of the property due to the application of the guarantee.

13.2. Exclusions

PORALU MARINE does not guarantee consumable parts, of which a list can be supplied to the client at the latter's request.

The guarantee does not apply to conspicuous defects.

The guarantee does not apply when the client defaults in the payment of the price of the order.

The client is solely responsible for the final choice of products.

Defects and damage caused by normal wear and tear or by external accidents, as well as by modifications of the product not provided for or specified by PORALU MARINE, are excluded.

PORALU MARINE shall be entitled to require that the client hand over the official documents of the port authority and Port registers prior to handling its request for fulfillment of provisions under the guarantee.

14 Retention of title

PORALU MARINE retains ownership of goods delivered until their price in principal and interest has been paid in full.

In the absence of payment by the client of any single part of the price at the agreed due dates and 48 hours after a formal notice has been issued to which no response is received, PORALU MARINE may demand repossession of the goods delivered, without the client being able to oppose this. The repossession is a purely conservatory measure and does not automatically lead to rescindment of the sale contract, which remains in full force.

15 Industrial and Intellectual Property

When PORALU MARINE performs work involving creative activity on its part that is protected by French or international law on intellectual and industrial property, all rights attached to this creation shall accrue to it, including in case of receipt of special remuneration or transfer of ownership of the material medium of the rights to the client.

The client shall refrain from any reproduction or use of PORALU MARINE's creations - by whatever means - without the latter's express, written and prior authorisation.

The client authorises PORALU MARINE to use the client's name and the image of the products installed as a business reference.

16 Applicable Law - Applicable Language

The law applicable to the order and to the contract is French law. International transactions are subject to the rules of international trade (Incoterms 2012) as specified in the special conditions of the transaction.

The language applicable to the order and to the contract is French.

17 Disputes - Jurisdiction

In case of related dispute, the parties will above all seek an amicable agreement and will provide to the other party any relevant information that is required for this purpose.

In the absence of an amicable settlement of the dispute within a maximum allowed time of three (3) months, the courts of BOURG-EN-BRESSE (AIN - FRANCE) will have exclusive jurisdiction.

18 Indivisibility

In case of nullity of any stipulation of the special or Terms and Conditions whatsoever, the stipulation in question will be considered to be unwritten. However, the other stipulations will remain all of their force and scope unless the litigious clause is considered by PORALU MARINE to be fundamental and decisive for its agreement or where its nullity breaks the overall balance of this agreement.

³ "Services à la demande" - services on demand. Prices for a maximum of 1000 units of 1000 units.

April 2, 2019

Project #: 17069.01

LETTER OF INTENT

Poralu Marine Inc.
345 Boulevard Industriel
St-Eustache, QC J7R 6C9

Attention: Philippe Lemay, Eng. & Stephen Fischer

Subject: Sault Ste. Marie ON - Bondar Marina Dock Replacement

This is to notify you that the above noted project was approved by the Owner, the Corporation of the City of Sault Ste. Marie, on April 1st, 2019. It is the Owner's intent to enter into a contract with Poralu Marine Inc. as per the terms of your Proposal dated March 25, 2019 with subject work in the amount of **\$738,565.00 + HST**.

We have been instructed by the Owner to proceed with the preparation and signing of the contract. Please begin to provide our office with the following deliverables:

- Performance Bond for 100% of the Contract Price
- Labour and Material Bond for 50% of the Contract Price
- Certificates of Insurance naming the Owner "The Corporation of the City of Sault Ste Marie" and "STEM Engineering Group Inc." as additional insured
- Project Schedule
- WSIB Clearance Certificate
- Proof of compliance to the City's Contractor Pre-Qualification Program
- List of Sub-trades to be used on the site and proof of their compliance to the City's Contractor Pre-Qualification Program

This is your confirmation to proceed with fabrication, ordering materials, and preparing your work schedule. We will be contacting you soon to arrange a pre-construction meeting.

Should you have any questions with the above please contact the undersigned.



Andrew Mallette, P.Eng.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-100

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, represented by the Minister of Immigration, Refugees and Citizenship, authorizing to amend the 2017-2020 Contribution Agreement between Immigration, Refugees and Citizenship Canada (IRCC) and the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 15, 2019 between the City and Her Majesty the Queen in Right of Canada, represented by the Minister of Immigration, Refugees and Citizenship, a copy of which is attached as Schedule "A" hereto. This Agreement is to amend the 2017-2020 Contribution Agreement between Immigration, Refugees and Citizenship Canada (IRCC) and the City of Sault Ste. Marie.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of April, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



AMENDMENT TO THE CONTRIBUTION AGREEMENT

AGREEMENT NUMBER: S183295049
AMENDMENT NUMBER: 2

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, represented by the Minister of Immigration, Refugees and Citizenship, hereinafter referred to as the "Department".

AND: Corporation of the City of Sault Ste. Marie, hereinafter referred to as the "Recipient".

THIS AMENDMENT TESTIFIES that, in consideration of the mutual covenants herein, the parties agree to amend the Agreement above referenced, as follows:

- ☒ The Contribution Agreement (see attached);
- ☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results* (see attached);
- ☒ Schedule 2, entitled *Description of Eligible Costs* (see attached);
- ☐ Schedule 3, entitled *Terms of Payments* (see attached);
- ☒ Schedule 4, entitled *Supplementary Terms and Conditions* (see attached).

PRECEDENCE:

All other clauses and schedules contained in the Agreement remain unchanged, and in the event of any inconsistencies, the provisions of the current Agreement including this amendment, take precedence over those of the original Agreement and any previous amendment(s).

The parties hereto have signed this Amendment to the Contribution Agreement through duly authorized representatives.

Recipient

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

The Department

Name (Print)

Position

Recipient

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

Signature

Date (YYYY-MM-DD)



CONTRIBUTION AGREEMENT

AGREEMENT NUMBER: S183295049
AMENDMENT NUMBER: 2

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Immigration, Refugees and Citizenship, hereinafter referred to as the "Department".

5343 Dundas St. West, Suite 105
Etobicoke, ON, M9B 6K5
Canada

AND: Corporation of the City of Sault Ste. Marie, hereinafter referred to as the "Recipient".
99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1
Canada

Whereas the Recipient wishes to provide services and/or activities to Eligible Clients under the Settlement Program and has applied to the Department for funding under the said Program; and the Department wishes to provide a Contribution to the Recipient to assist it in carrying out such services and/or activities; the Department and the Recipient undertake and agree as follows:

1.0 AGREEMENT

1.1 This Agreement, including the attached Schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Recipient, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

- ☒ The Contribution Agreement
- ☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results*
- ☒ Schedule 2, entitled *Description of Eligible Costs*
- ☐ Schedule 3, entitled *Terms of Payments*
- ☒ Schedule 4, entitled *Supplementary Terms and Conditions*

2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to an Agreement that is subject to being accounted for and audited.
- 2.2 "Project" means the services and/or activities described in Schedule 1 which are directly delivered to Eligible Clients or which contribute indirectly to the resettlement, adaption, settlement and integration of Eligible Clients.
- 2.3 "Eligible Costs" means the costs described in Schedule 2 required by the Recipient to deliver the Project which are:
- A) incurred and paid by the Recipient in relation to the Project during the Funding Period, or during the fiscal year in the case of multi-year funding; or
 - B) incurred by the Recipient in relation to the goods and services purchased during the last two (2) months of the Funding Period and paid within 60 days of the conclusion of the Funding Period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries;

Restrictions:

- i) Costs associated with validating credentials of Eligible Clients are not eligible.
- ii) Profit is neither a "cost" nor an "expense" and therefore may not be included as an Eligible Cost.

C) deemed to have been incurred based on a funding formula.

2.4 "Capital Costs" means costs that the Recipient expects to incur and pay for capital assets purchased and/or leased (with option to buy and there is reasonable assurance that the lessee will obtain



ownership at the end of the lease term), in whole or in part, and costing is in excess of \$1000. Capital assets must be recorded according to the "whole asset" approach, taking into account the quantity of items purchased.

2.5 "Eligible Client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada.
- ii) Protected persons as defined in section 95 of the *Immigration and Refugee Protection Act* (IRPA).
- iii) Individuals who have been selected, inside or outside Canada, to become permanent residents (pending verifications) **and** who have been informed, by a letter from the Department.
- iv) Convention refugees and protected persons outside Canada who have been selected for resettlement in Canada by the Department.
- v) Live-in Caregivers
Temporary foreign workers who hold or received approval of a work permit under section 112 of the *Immigration and Refugee Protection Regulations* (IRPR) are eligible for all settlement services with the exception of language training.

Note: "Individuals selected" described in A) iii) above means individuals who have received a Positive Eligibility Decision on their Application for Permanent Residence.

Restrictions:

- 1) To access language training funded by the Department, an Eligible Client must first undergo a language assessment by a qualified assessor and be of legal school-leaving age within their applicable province or territory.
- 2) Temporary workers, including those nominated under Provincial Nominee Programs, are not eligible for services under the Settlement Program except for those described in A) iii) and v) above.

B) For the Resettlement Assistance Program (RAP), the following individuals and their accompanying dependents, as defined in the RAP Terms and Conditions:

- i) Government Assisted Refugees (GARs), including those sponsored under the Joint Assistance Sponsorship (JAS) Program.
- ii) Privately Sponsored Refugees (PSR), including Blended Visa Office-Referred (BVOR) clients (primarily Port of Entry Services).
- iii) Other groups admitted under a public policy established by the Minister and deemed eligible for RAP.
- iv) Eligible resettled refugees arriving on temporary resident permit (e.g., urgent protection cases).
- v) One-Year Window (OYW) arrivals.
- vi) Other groups admitted as members of any current or future humanitarian-protected person abroad class.

2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of Eligible Clients while they attend short term and/or long term settlement services.

2.7 For RAP, "Temporary Accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.

2.8 "Funding Period" means the period specified in Schedule 2 in the section entitled *Duration of Activity / Funding Period*.

2.9 "Term of the Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one (1) year after the end of the Funding Period.

2.10 "Compliance Audit" means an independent assessment done by an accredited auditor (in accordance with section 5815 of the *Chartered Professional Accountants Canada Handbook*) to provide assurance of a Recipient's compliance with the Agreement. Audited Financial Statements do not constitute a compliance audit.

3.0 CONTRIBUTION



- 3.1 In order to assist the Recipient in delivering the Project, and subject to the terms of the Agreement, the Department will make a Contribution to the Recipient in respect of the Eligible Costs of the Project of an amount not exceeding the lesser of:
- A) 100% of the Eligible Costs; or
 - B) the total maximum Contribution specified in Schedule 2.
- 3.2 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Department:
- A) directly related to and necessary for delivery of the Project;
 - B) reasonable; and
 - C) allowable expenditures.
- 3.3
- A) The Recipient will notify the Department in writing with respect to all proposed adjustments to the Agreement. Depending upon the extent and significance of the adjustments, prior written approval by the Department or an amendment to the Agreement may be required.
 - B) The Recipient may reallocate Eligible Costs from the Capital Cost category to the Program Delivery category, without prior written approval, when the sum of all transfers is less than 5% of the Capital Cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
 - C) The Recipient may reallocate Eligible Costs between existing line items within the same cost category, without prior written approval, when the sum of all transfers is less than 5% of the cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
 - D) In addition to any amendment decision made by the Department under clause 3.3 A), amendments to the Agreement will be required for:
 - i) increases to the total maximum Contribution identified in Schedule 2;
 - ii) the inclusion of new line items or cost categories;
 - iii) increases in fiscal year allocations;
 - iv) changes to the Funding Period; and
 - v) changes related to the scope of the Project outlined in Schedule 1.
 - E) Note that for the RAP Temporary Accommodation, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.
 - F) With respect to prior written approval (including email, fax, memo or written letter) described in clauses 3.3 A), B), C) and E), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the relevant details indicated in the Agreement schedules.
- 3.4 Additionally, in cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under section 5.1, repayment of the pro-rata share of the Contribution from the Department will be required by the Department.
- 3.5 Notwithstanding any other provision of this Agreement:
- A) No Contribution is payable by the Department in respect to any portion of the cost of any Eligible Costs for which the Recipient receives a rebate or reimbursement.
 - B) Only that portion of the provincial and/or federal tax (GST/HST) which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an Eligible Cost.
 - C) Any interest or any other income earned on advances of the Contribution shall be accounted for by the Recipient and considered part of the Contribution, be included in the calculation of claims, and may result in a repayment.
- 3.6 Notwithstanding section 3.1:
- A) No Contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family of the Recipient, or, if the Recipient is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Recipient or officer or director of the Recipient, as the case may be.



- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with the Recipient, or officer or director of the Recipient, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

- 4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the Contribution by reimbursement, upon receipt from the Recipient of claims for Eligible Costs as identified in section 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the fiscal year in which the payment is to be made and to there being funds available. Furthermore, should the Department's funds be reduced by Parliament, the Department may reduce or cancel the Contribution.
- 4.3 Claims for reimbursement of Eligible Costs are to include supporting documents (if requested by the Department) and narrative reports which provide statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.
- 4.4 Claims from the Recipient for the Project should be submitted according to the reporting frequency specified in Schedule 1.
- 4.5 The Department may make advance payments of a Contribution in approved cases, where the Recipient has requested such payment and the request accords with conditions specified in Schedule 3.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the Funding Period except in the case of an expense for a Compliance Audit that may be incurred after the end of the Funding Period, if such is required by the Department.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Recipient from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Recipient shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charges Regulations* will apply.
- 4.8 Amounts due to the Recipient under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.
- 4.9 Where the Department determines that a change in reporting frequency (monthly, quarterly or semi-annual intervals) identified in Schedule 1, or holdback amount identified in Schedule 3 is warranted, it will notify the Recipient in writing and provide details of any changes. The written communication between the Department and the Recipient shall constitute part of the Agreement and will supersede the reporting frequency or holdback amount indicated in Schedule 1 or 3 of the Agreement.
- 4.10 The Department reserves the right to not process or pay Contribution funds in relation to claims for Eligible Costs submitted more than 60 days after the end of the Funding Period.

5.0 RECIPIENT'S OBLIGATIONS

The Recipient also agrees to abide by the following obligations during the entire Funding Period and where relevant, during the entire term of this Agreement:

- 5.1 To submit to the Department, prior to the start of the Agreement, a disclosure of all confirmed or potential sources of funding or in-kind participation for program activities and/or Eligible Costs related to the Agreement. The Recipient shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedules 1 and 4, and shall do so within 30 days of their occurrence. The Recipient shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 1 or 4.
- 5.2 To keep all records and provide all services and/or activities during the Funding Period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel.
- 5.3 To ensure that all personnel designated by the Recipient to deliver the Project described in Schedule 1



of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1.

5.4 To adhere to the following Official Language requirements:

- ☐ A) To inform Eligible Clients of services available in the client's official language through other organizations.
- ☐ B) To organize activities, projects, and programs to forge ties between Canada's two official language communities.
- ☒ C) To annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the Department.
- ☐ D) To offer services in both official languages based on an assessment of needs by the Department; this will include:
 - i) making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication; and
 - ii) provision of equal quality services for the public in both official languages, and for individuals in the language of their choice.
- ☒ E) Identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.
- ☐ F) The Department has deemed that the requirements under this section are not applicable.

5.5 To deliver the Project in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to beginning the Project, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required.

5.6 To ensure that all members of the Board of Directors:

- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
- B) are fully informed about the management and operations of the Recipient; and
- C) are familiar with the principles of board governance.

5.7 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department.

5.8 In the case of an Agreement that includes the provision of funds for Care for Newcomer Children services or daycare services, the following requirements must be met:

- A) The Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial or territorial legislation(s) for licensed daycare are met, where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive Settlement Program services.
- B) The Recipient must ensure that any contracted third party is licensed by the province or territory, where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive Settlement Program services.

5.9 The Recipient shall notify the Department in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership of the Board of Directors.

5.10 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this Agreement (e.g., human resources, financial administration). Should any changes to such policies occur during the course of the Agreement, the Recipient shall provide the Department with a copy of the amended policy within 14 days of the change.

5.11 Where special training needs of clients with disabilities have been identified, the Recipient shall submit to the Department for consideration a rationale and a budget for the cost of such enhancements.

6.0 MONITORING AND REPORTING REQUIREMENTS

In order to fulfill the Department's management and accountability requirements, the Recipient further agrees to abide by the following obligations:



6.1 During the entire Funding Period, the Recipient will:

- A) ensure that authorized representatives of the Department are permitted reasonable access to all premises where the Project is being delivered under this Agreement, or which provide support for this Project, in order to monitor all aspects of the Recipient's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
- B) keep and maintain a secure data collection system containing protected information, as required by the Department, about each Eligible Client to whom services are provided.

6.2 During the entire Term of the Agreement, the Recipient will:

- A) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
- B) retain all invoices, receipts, proofs of payment (e.g., cancelled cheques, bank and/or credit card statements, etc.) vouchers and other supporting documents relating to the financial books and records.

6.3 For each reporting period identified in Schedule 1, during the entire Term of the Agreement, the Recipient shall also submit to the Department claims for Eligible Costs (with supporting documents if requested by the Department), and reports, both statistical and narrative, against progress towards and achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency.

6.4 The Recipient shall complete an annual project performance reporting exercise using a template provided by the Department. It must be submitted to the Department at the end of the Agreement for single-year Agreements (or less), or at the end of each fiscal year for multi-year Agreements.

6.5 During the entire Term of the Agreement, and for seven (7) years afterwards, the Recipient agrees to:

- A) make such information as described in section 6.1, 6.2, 6.3 and 6.4, regardless of format (e.g., paper or electronic), available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom, ensuring that all protected information is protected as per departmental policies;
- B) make available proper facilities for any such inspection, audit and monitoring by representatives of the Department;
- C) show evidence of a documented disposition procedure and provide any other information that may be required with respect to the books and records described in 6.1, 6.2, 6.3 and 6.4;
- D) send copies of any information to the Department, which has been collected on its behalf, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the Project; and
- E) safeguard appropriately for its level of classification or designation, collected protected information as described in section 6.1 B). Protected information must be retained only for as long as the client continues to receive services, after which all written or electronic copies of the record must be immediately destroyed. The manner of destruction must be appropriate to the level of classification or designation and the storage media in which it has been retained (e.g., paper, electronic). If the Recipient is required to maintain the record for uses outside of the Agreement (e.g., a client obtaining services from multiple funders), all identifying information specific to the Department must be removed from the record.

6.6 During the entire Term of the Agreement, and for greater certainty further to section 6.1 B), the Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program.

The Recipient also agrees:

- ☒ A) to use the system(s) provided by the Department and maintain internal training and support activities related to these systems; or
- ☐ B) that additional requirements under this section as identified by the Department, are not applicable.

6.7 The Recipient shall submit to the Department, within 60 days of the end of the Funding Period or as otherwise specified in Schedule 1 or 4:

- A) a final claim for Eligible Costs (with supporting documents if requested by the Department);
- B) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind, for the Project; and



C) a final progress report as detailed in Schedule 1.

6.8 Recipients shall be subject to monitoring by the Department, as set out in sections 6.1 to 6.7, in relation to their planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved; whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order.

6.9 The Department may request a Compliance Audit of the Project to ensure compliance with the terms of the Agreement. The scope and timing of such an audit will be determined by the Department.

7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Personal information collected or maintained by the Recipient within Canada is subject to the provisions of the applicable federal, provincial or territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

Recipients delivering a Project overseas will:

- A) comply with the current national or domestic laws of the countries where such services are being provided, including any laws that may be enacted after the beginning of the Agreement; and
- B) acknowledge that nothing in the applicable laws derogates from, prevents compliance with or conflicts with the requirements of this Agreement. The Recipient must notify the Department immediately, and where possible in advance, of a change to applicable laws that derogate from, prevent compliance or conflict with the requirements of this Agreement.

7.2 Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming, and must be proportional to the benefit to be derived from the expected outcomes of the Project.

7.3 Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. When requested, recipients shall provide clients with reasonable access to view their information that the Recipient has collected for purposes of programming funded by the Department.

7.4 The Recipient shall take all security measures reasonably necessary to protect any such personal information using methods that are generally used by prudent public and private sector organizations from time to time. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Recipients delivering a Project outside Canada will ensure cross-border transmission of personal information between its offices in countries where the Recipient is delivering the Project and fulfilling its obligations pursuant to this Agreement must only be done when necessary or required for the performance of the Project and shall be in compliance with all sections of this Agreement. If requested by the Department, the Recipient shall provide a description of cross-border transmission of information that is necessary for the Project.

7.5 Where the Recipient has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Department of the privacy breach. The Recipient will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The Department may direct the Recipient to take specified steps to resolve and prevent a recurrence.

7.6 Despite the provisions of this Agreement, in the event that the Recipient is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Recipient shall notify the Department and the affected client immediately and where possible in advance.

7.7 In addition to the above as it relates to section 6.6 specifically, the Recipient agrees:

- ☒ A)
 - i) to make available an electronic, paper or other version of the document that explains the purpose and privacy implications of collecting a client's information;
 - ii) if the client is illiterate, to verbally transmit in a summary way, within the capacity of the Recipient, the contents of the document;



- iii) for clients preferring to read the document in a language other than English and French, to make the translation of the document available to these clients, as far as reasonably possible; and;
 - iv) to comply with the systems related security manual and other related departmental policies and instructions governing security matters.
- ☐ B) that additional requirements under this section as identified by the Department, are not applicable.

7.8 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Recipient of its obligations pursuant to this Agreement. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Recipient of its obligations pursuant to this Agreement. The Department is not liable for the physical safekeeping and privacy of documents provided to the Recipient while such documents are in the possession or control of or under the responsibility of the Recipient, or in the process of being transferred or transmitted to the Department.

7.9 Any violation of the above-noted clauses will be considered a default pursuant to section 8.0 of the Agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Recipient, or the Recipient is dissolved.
- C) The Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Recipient has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Recipient has failed to deliver the Project in an acceptable manner.
- F) The activities or anticipated activities of the Recipient are contrary to Canadian law.

8.2 In the event of default and after consultation with the Recipient, the Department may direct that changes be made to the Project.

8.3 The Department may also avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Recipient in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the Eligible Costs of the Project contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction; and/or
- B) by written notice to the Recipient in the event of default, immediately terminate any obligation to contribute or continue to contribute to the Eligible Costs of the Project contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that the needs of Eligible Clients would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.

8.4 Furthermore, in the event of default and termination of the Agreement by the Department:

- A) the Recipient shall dispose of assets as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent the Department in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

9.1 This Agreement is an agreement for a Contribution to the Recipient only, and nothing in it or done pursuant to it is to be construed as constituting the Recipient as the Department's agent, representative,



employee or co-venturer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.

- 9.2 More specifically, the Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement, including, but not limited to, the following:
- A) non-payment by the Recipient of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Recipient becomes bankrupt or insolvent or is placed in receivership;
 - B) any injury or death of a person;
 - C) any loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the Project;
 - D) any settlement for wrongful dismissal by the Recipient; and
 - E) any infringement of the third party's Intellectual Property Rights, including claims that stem from the use of hardware or software provided to the Recipient by the Department or acquired by the Recipient with funds pursuant to this Agreement.
- 9.3 As soon as the existence of a claim from a third party as described in section 9.2 E) is made known to the Department, the Department is entitled to prohibit the Recipient from making further use of the hardware or software described above and to issue instructions to the Recipient regarding such claims. If the Recipient does not comply with any instructions issued by the Department pursuant to section 9.2 E) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.
- 9.4 Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that they shall also be personally, jointly and severally liable for any and all obligations of the Recipient under this Agreement, and for any debt that may become due to the Department hereunder.
- 9.5 The Recipient shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.
- 9.6 When the Recipient contracts for products or services which are the subject of this Agreement, the Recipient must:
- A) use a fair process in obtaining price quotes from prospective contractors;
 - B) ensure value for money;
 - C) retain, and readily provide to the Department on request, copies of all contracts with third parties; and
 - D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i) during the entire Term of the Agreement; and
 - ii) for seven (7) years afterwards.
- 9.7 Additionally, the Recipient must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:
- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.
 - B) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the Department's representatives for inspection and audit.
 - C) The third party must be bound to the same privacy and security obligations that apply to the Recipient under section 7.0 of the Agreement.

10.0 INTELLECTUAL PROPERTY

- 10.1 "Intellectual Property Right" means any Intellectual Property Right recognized by law, including any protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.
- 10.2 Where in the course of carrying out the Project, the Recipient produces any work subject to Intellectual Property Rights, these rights shall vest in the Recipient.
- 10.3 Recipients should, or must if applicable, negotiate a copyright license with one of the Canadian copyright licensing agencies in order to have rights on all copyright materials for use by clients and



recipient staff.

- 10.4 Where the production of the work has been funded, in whole or in part, by the Contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.
- 10.5 Additionally, with respect to any work licensed under this section, the Recipient:
- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
 - B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in 10.5 A) of this Agreement; and
 - C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.
- 10.6 If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of its Intellectual Property Rights, the Recipient must inform the Department immediately in writing of the claim.
- 10.7 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with Contribution funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient, subject to the following:

- 11.1 That such assets be insured for replacement costs.
- 11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Recipient. The inventory should include sufficient information such as purchase date, purchase price, make, model and serial number for easy identification of the assets.
- 11.3 That the Recipient neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.
- 11.4 That at the termination of the Agreement and ending of the funding relationship between the Department and the Recipient, the latter will ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:
- A) be sold, at fair market value, and that the revenue be applied to eligible Project costs, which may no longer be claimed for reimbursement;
 - B) be turned over to a registered charitable organization;
 - C) assigned to another organization (as approved by the Department); or
 - D) be retained by the Agreement holder.

12.0 GENERAL

- 12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.3 This Agreement is binding on the parties and their successors and permitted assigns.
- 12.4 This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Recipient and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.
- 12.5 The Department may, by notice to the Recipient, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than **one month** written notice of intention to terminate. In



the event of a suspension, the Department will notify the Recipient of the obligations to be met. In the event of a termination notice being given by the Department under this section:

- A) the Recipient shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
- B) all Eligible Costs incurred by the Recipient up to the date of termination, not exceeding the maximum amount of the Department's Contribution payable under this Agreement, will be paid by the Department, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement; and
- C) the amount of any Contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.

12.6

- A) Any notice or other communication with respect to this Agreement (the "Notice") shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:
 - i) in the case of the Department, to:
Director of Integration
5343 Dundas St. West, Suite 105
Etobicoke, ON, M9B 6K5
Canada
 - ii) in the case of the Recipient, to:
Sean Halliday
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1
Canada

or to such other address, facsimile number, email address or addressed to such other individual as either party may from time to time designate in writing to the other party.

- B) Any notice that is delivered will have been received on delivery; any notice sent by facsimile will be deemed to have been received one (1) day after having been sent; any notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.

- 12.7 The Recipient represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.8 The Recipient represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Recipient enforceable with its terms.
- 12.9 The Recipient represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.
- 12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Recipient and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Recipient in carrying out its obligations under this agreement, and the Recipient will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.
- 12.12 The Recipient will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have Intellectual Property Rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to



such rights, and the Recipient will indemnify and save harmless the Department from any such claims.

- 12.13 When direct services and/or activities are provided to clients, the Recipient shall erect at a suitable location on its premises a sign in both of Canada's official languages, which the Department considers appropriate, indicating that the Recipient's Project is funded by the Government of Canada.
- 12.14 Where in the opinion of the Department there is a demand, the Recipient will ensure that services and documentation intended for public use be available in both official languages.
- 12.15 The Recipient shall also publicly acknowledge the Government of Canada's Contribution in the following manner:
- A) by clearly and prominently identifying the Government of Canada's Contribution to the Project, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example: "The Government of Canada provides funding to support this Project"; and
 - B) by acknowledging the Government of Canada's Contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.
- 12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.17 The Recipient warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.
- 12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the public.
- 12.19 It is a term of this Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 12.20 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.
- 12.21 The parties agree that unless otherwise specified in writing in this Agreement, the law of the province or territory where the Recipient's head office is located shall be the applicable provincial law.
- 12.22 The Recipient shall declare in writing to the Department if the Recipient, members of its Board of Directors or any of its officers or employees engaged in this Project:
- A) were convicted during a period of three (3) years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or
 - B) are under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.
- The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into the Agreement, such conviction or sanction.
- 12.23 The Recipient acknowledges that the name of the Recipient, the amount of the Contribution and the general nature of the Project funded may be made publicly available by the Department in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.
- 12.24 The Recipient acknowledges that the Department is subject to the *Access to Information Act*, RSC 1985, Chapter A-1, and information obtained by the Department pertaining to this Agreement may be disclosed to the public upon request under the aforementioned act.



The Recipient acknowledges having read and understood the Agreement in its entirety and agrees with its contents. The parties hereto have signed this Agreement through duly authorized representatives:

Recipient

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

The Department

Name (Print)

Position

Recipient

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

Signature

Date (YYYY-MM-DD)



Settlement Program – Schedule 1
Statement of Planned Activities and Intended Results

Recipient Name: Corporation of the City of Sault Ste. Marie	File Number: S183295049
Agreement Title: Sault Ste. Marie and Area Local Immigration Partnership	Amendment Number: 2

STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS

PROJECT DESCRIPTION AND OBJECTIVE(S):

The Sault Ste. Marie (SSM) Local Immigration Partnerships (LIPs) are community-based partnerships that systematize local engagement of local/regional government, immigrant serving agencies, language training providers, employment service providers, educational institutions, and cultural institutions. The partnerships support community-level research and strategic planning, and ensure that there is an effective coordination of services that facilitate immigrant settlement and integration.

The Sault Ste. Marie LIPs will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers in Sault Ste. Marie as well as measuring performance progress and impact through use of community data.

The objectives of the SSM LIP program are:

- To ensure that all immigrants/newcomers/refugees to Sault Ste. Marie and area are aware of settlement services available prior to and upon their arrival. All immigrants/newcomers will have fair access to these settlement services which will increase retention rates by easing integration into the community's social fabric and workforce.
- To develop and implement a protocol to support the Equity and Inclusiveness Policy in local school boards. Recognizing that these protocols may need to be unique for each school board, the LIP will ensure all protocols are developed to fully and effectively assist with welcoming and integrating newcomer students and families into local schools.
- To enhance and develop employment services geared to assisting immigrants to Sault Ste. Marie. Continue partnership development to ease access for Internationally Trained Professionals to enter the community's workforce and help satisfy existing and pending labour shortages.
- To promote the importance of cross-cultural communication education and cultural sensitivity training to social services agencies/organizations staff members, small/medium/large business, direct/indirect service providers and educational institutions staff. Sault Ste. Marie's workforce will be fully trained for "cultural sensitivity in the workplace" and cross-cultural communication.
- To encourage the celebration of all cultures in Sault Ste. Marie. Creating a positive environment for all new and existing cultural clubs/groups to plan and host events, activities and programs to share all aspects of each culture with community members.
- To ensure that immigrants/newcomers to Sault Ste. Marie will have easily accessible contact information for sports and recreation activities through developed communication and referral systems. Encouragement and implementation of new sports to include popular recreational activities from other countries will be ongoing through development of strong partnerships.

PLANNED ACTIVITIES:

- Activity:** Indirect - Local Immigration Partnership
Activity Narrative: The Focus Area Action Plan (FAAP) will examine community needs and gaps in seven major areas:
1. Social and Settlement Services
 - Affordable and suitable housing
 - Presence of newcomer-serving agencies that can successfully meet the needs of newcomers
 - Municipal features and services sensitive to the presence and needs of newcomers
 - Available and accessible public transit



STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS (cont'd)

- Positive relationship with the police and justice system
- Safety

- 2. Education
 - Educational Opportunities

- 3. Employment
 - Employment Opportunities

- 4. Cultural Sensitivity
 - Positive attitudes towards immigrants, cultural diversity, and the presence of newcomers in the community

 - Presence of diverse religious organizations
 - Favourable media coverage and representation

- 5. Health Care
 - Accessible and suitable healthcare

- 6. Cultural Celebration
 - Fostering of social capital
 - Social engagement opportunities

- 7. Sports and Recreation
 - Opportunities for use of public space and recreation facilities

In 2017-18, the LIP will finalize the plan, and a two-year implementation stage will follow.

Year 1: Includes quantitative and qualitative data and information gathering of multi-sectors through a variety of sources which will help to develop and prioritize themes. Sources include Stats-Can, Innovation Centre, Community Services, Service Providers, Newcomer Provider stats, Immigration Forum, City Planning, Program/event information gathering and Newcomer experience data collection.

A report on the data and information collected will be submitted within 10 days of the end of fiscal year 1, 2017-2018.

Year 2: Priority Plan development on three levels: community, organization, and individual action items based on research of identified themes. A strategy/implementation plan will be developed for each priority.

A report on the priority plan development will be submitted within 10 days of the end of fiscal year 2, 2018-2019.

Year 3: Continued implementation of action items, as well as measuring performance progress and impact through use of community data compiled in year one, two, and in the performance measurement.

A report on the implementation and progress of the action items will be submitted within 10 days of the end of fiscal year 3, 2019-2020.

Output Description: Outcomes: Performance measures will be identified for action items in each priority plan of the FAAP. Identified priorities will be researched for impact on immigrant populations by local experts in related fields and LIP staff.

EXPECTED OUTCOMES:

- Partners and stakeholders are engaged in settlement and implement strategies to address newcomers needs
- Provision of settlement services is consistent, innovative and coordinated

REPORTING:

- The Recipient agrees to submit to the Department:

FORECAST OF CASH FLOW

- The Department may request submission of a revised cash flow for the Project.



STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS (cont'd)

CLAIMS

Quarterly Claims

- Claims for Eligible Costs incurred to support the achievement of objectives shall be submitted by the Recipient, for each year of the Agreement, as follows:
 1. April, May, June and July (in August)
 2. August and September (in October)
 3. October and November (in December)
 4. December, January, and February (in March)
 5. March (in April)

Claim 4 (December, January, and February) shall be accompanied by an estimate of anticipated costs for March. A revised Forecast of Cash Flow should be used for this purpose. Reports are to be submitted to the Department within **10 days** of the end of the reporting period. Narrative reports shall be submitted as outlined in Schedule 4.

FINAL CLAIM

- Following completion of the Project, the final claims of Eligible Costs, shall be accompanied by a final progress report detailing the actual achievements of the Project against the Project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to the Department within **60 days** of the end of the funding period.



Settlement Program – Schedule 2
Description of Eligible Costs

Recipient Name: Corporation of the City of Sault Ste. Marie		File Number: S183295049
Address: 99 Foster Drive Sault Ste. Marie, ON, Canada P6A 5N1		
Telephone Number: (705) 759-5485	Facsimile Number: (705) 759-1639	Amendment Number: 2
Agreement Title: Sault Ste. Marie and Area Local Immigration Partnership		

Duration of Activity / Funding Period	From:	2017-04-01 YYYY-MM-DD	To:	2020-03-31 YYYY-MM-DD	Fiscal Years:	3
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DEPARTMENTAL CONTRIBUTION – SEE ATTACHED FOR COST CATEGORY DETAILS

FISCAL YEAR	PROGRAM DELIVERY	ADMINISTRATIVE	CAPITAL	TOTAL CONTRIBUTION
2017-2018	\$225,794	\$4,516	\$0	\$230,310
2018-2019	\$225,794	\$4,516	\$0	\$230,310
2019-2020	\$225,794	\$4,516	\$0	\$230,310
TOTAL COST CATEGORY	\$677,382	\$13,548	\$0	\$690,930

AMENDMENT VALUE	\$33,368
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Recipient Name: Corporation of the City of Sault Ste. Marie	File Number: S183295049
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Fiscal Year: 2017-2018

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Conferences and workshops	Annual Immigration Forum	\$9,476
	Salaries, wages and benefits	Program Coordinator	\$69,862
	Salaries, wages and benefits	Executive Assistant/Researcher	\$57,798
	Salaries, wages and benefits	Outreach Worker	\$35,782
	Travel, accommodation and related costs	Staff travel	\$4,280
	Delivery assistance tools and material	Photocopy/ printing	\$200
	Publicity	Awareness campaigns to locals and newcomers (videos, commercials, radio, newspaper, social media, productions	\$8,270
	Eligible GST/HST		\$241
	Salaries, wages and benefits	MERCS/Benefits	\$39,885

Total Program Delivery: **\$225,794**

ADMINISTRATIVE

Line Item	Description/Details	Amount for fiscal year
Negotiated Administrative Rate	2%	\$4,516

Total Administrative: **\$4,516**

Total Maximum Departmental Contribution for Fiscal Year: **\$230,310**



Recipient Name: Corporation of the City of Sault Ste. Marie	File Number: S183295049
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Fiscal Year: 2018-2019

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Salaries, wages and benefits	Coordinator, Outreach Worker, Executive Assistant/ Researcher	\$164,544
	Salaries, wages and benefits	MERCs/Benefits	\$41,019
	Conferences and workshops	Annual Immigration Forum	\$9,476
	Publicity	Awareness campaigns to locals and newcomers	\$8,770
	Travel, accommodation and related costs	Staff travel	\$1,644
	Delivery assistance tools and material	Photocopy/ printing	\$100
	Eligible GST/HST		\$241

Total Program Delivery: **\$225,794**

ADMINISTRATIVE

Line Item	Description/Details	Amount for fiscal year
Negotiated Administrative Rate	2%	\$4,516

Total Administrative: **\$4,516**

Total Maximum Departmental Contribution for Fiscal Year: **\$230,310**



Recipient Name: Corporation of the City of Sault Ste. Marie	File Number: S183295049
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Fiscal Year: 2019-2020

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Conferences and workshops	Annual Immigration Forum	\$5,000
	Salaries, wages and benefits	Program Coordinator, Outreach Worker, Executive Assistant/Researcher	\$166,876
	Travel, accommodation and related costs	Staff travel to conferences	\$500
	Delivery assistance tools and material	Photocopy/ printing	\$500
	Publicity	Awareness campaigns to locals and newcomers	\$581
	Eligible GST/HST		\$0
	Salaries, wages and benefits	MERCs and Benefits	\$52,337

Total Program Delivery: **\$225,794**

ADMINISTRATIVE

Line Item	Description/Details	Amount for fiscal year
Negotiated Administrative Rate	2%	\$4,516

Total Administrative: **\$4,516**

Total Maximum Departmental Contribution for Fiscal Year: **\$230,310**



Settlement Program – Schedule 4
Supplementary Terms and Conditions

Recipient Name: Corporation of the City of Sault Ste. Marie	File Number: S183295049
Agreement Title: Sault Ste. Marie and Area Local Immigration Partnership	Amendment Number: 2

SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

General Requirement:

1. Recipients have the obligation to ensure that clients receive services in a safe, secure, respectful and harassment-free environment, and that their staff have the tools and training to ensure that this occurs.

Lobbying and Advocacy:

1. Further to section 8.1 of the Agreement, the parties agree that the Recipient will be considered in default of the Agreement should any of the services and/or activities contemplated by this Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) be organized with the express intent of lobbying or advocating against government policies or programs.
2. The parties further agree that where the Recipient has shared plans with the Department about planned services and/or activities and the Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the services and/or activities, the Recipient will either eliminate the services and/or activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the services and/or activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the Agreement.

Communications Protocol:

1. The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
2. The Recipient will advise the Department at least 30 days in advance of any special event (e.g., official opening, conference, ribbon cutting, etc.) the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. Furthermore, the Recipient consents to having the Department or its designates participate in any such event.

Performance Monitoring and Outcome Reporting:

1. Further to Article 6.0 of the Agreement, the Department may request that the Recipient carry-out project-level performance monitoring and assessment activities in accordance with requirements to be set out by the Department to inform project-level outcome reporting and analysis. These requirements may include, but not be limited to, Recipient-run surveys to measure project-level outcomes of clients in priority areas determined by the Department.

Narrative Reporting:

Narrative reports shall be submitted by the Recipient on a biannual basis, for each year of the Agreement, as follows:

1. April to June (due July 31st)
2. July to October (due November 30th)



SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

Narrative reports are to be submitted to the Department within 30 calendar days of the end of the reporting period.

Annual Project Performance Reports (APPR) for indirect services should be completed and submitted to the Department by May 31 of the following fiscal year. The Department may choose to withhold payment of claims submitted by the Recipient if, in the opinion of the Department, the Recipient is not discharging its responsibility in relation to the submission of reports.

Other:

1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
2. International travel is not an eligible cost and will not be reimbursed by the Department under this Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-92

AGREEMENT: (L1.26(2)) A by-law to authorize the execution of the Agreement between the City and Dr. Ken Coates, Coates Holroyd Consulting to assist in the development of innovative programming and research to complement current work being undertaken by local companies, the SSM Innovation Centre and SSM Economic Development Corporation.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 15, 2019 between the City and Dr. Ken Coates, Coates Holroyd Consulting, a copy of which is attached as Schedule "A" hereto. This Agreement is to assist in the development of innovative programming and research to complement current work being undertaken by local companies, the SSM Innovation Centre and SSM Economic Development Corporation.

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 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

**ENGAGEMENT OF NEW ECONOMY STRATEGIES PROJECT FOR
ALGOMA UNIVERSITY, SAULT COLLEGE AND THE CITY OF SAULT STE. MARIE**

THIS AGREEMENT is made April 15, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

-and-

DR. KEN COATES, COATES HOLROYD CONSULTING

(herein referred to as "Dr. Coates")

WHEREAS the parties all share the goal of enhancing the community's socio-economic condition through collaboration in the development of "new economy" strategies;

AND WHEREAS the parties acknowledge the unique expertise of Dr. Coates who is Canada Research Chair in Regional Innovation at the Johnson-Shoyama Graduate School of Public Policy, University of Saskatchewan;

AND WHEREAS the parties would like to work together to create the funding proposal which may form part of the preparation for expected Federal and Provincial funding proposals;

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

This agreement shall commence on April 15, 2019 and conclude on December 31, 2019. The City reserves the right to extend the Agreement upon mutual agreement of the parties hereto and on completion of the Term as set out herein.

2. DESCRIPTION OF THE WORK

- 1) The City will provide the funding for this project, payable to Dr. Coates;
- 2) Dr. Coates will prepare a report that details the path for academic programming and research that will complement the proposed energy manufacturing innovation hub currently being developed the City and will provide the parties with professional services as set out in Schedule "A" attached.

3. FEES

The cost of the project is \$42,025 including HST. This sum will be paid by the City to Dr. Coates. Financial reporting will be provided by Dr. Coates to the City at the conclusion of the project.

4. **ASSIGNMENT**

Dr. Coates agrees not to assign this Agreement or any portion thereof without the prior written consent of the City.

5. **INDEPENDENT CONTRACTOR STATUS**

Dr. Coates is an independent contractor and not an employee of the City.

6. **AMENDMENTS**

The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by all parties.

7. **ENTIRE AGREEMENT**

The parties acknowledge and agree that there are no covenants, representation, warranties, agreements or conditions forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and attachments hereto.

8. **GOVERNING LAW**

The parties acknowledge and agree that this Agreement is made in the Province of Ontario and the Court of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS HERETO the Parties have signed this Agreement this 15th day of April, 2019.

DR. KEN COATES, COATES HOLROYD CONSULTING

Per: _____

NAME:

TITLE:

I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

MAYOR – CHRISTIAN PROVENZANO

Per: _____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-94

AGREEMENT: (AG130) A by-law to authorize the execution of the Agreement between the City and Mill Market Inc. for a lease extension.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 15, 2019 between the City and Mill Market Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for a lease extension.

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 15th day of April, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made this 15th day of April, 2019

IN PURSUANCE OF THE *SHORT FORMS OF LEASES ACT*

BETWEEN

THE CORPORATION OF THE CITY

OF SAULT STE. MARIE

(herein referred to as the "City")

-and-

MILL MARKET INC.

(herein referred to as the "Mill Market")

WHEREAS the City is the owner of the lands in the City of Sault Ste. Marie known as the Mill Market at Huron Street, Parts 1, 2, 3, 4, 10, 11, 12 IR5809 PCL 11121 AWS identified as assessment roll number 57-61-040-031-104-01-0000-00 and operates an existing Farmers' Public Market along with associated parking on the Subject Site thereon which services the residents of the City;

AND WHEREAS the parties had a Lease agreement that expired on March 31, 2019;

AND WHEREAS the parties wish to enter into a further short-term Lease agreement;

NOW THEREFORE in consideration of the following items agreed to by the parties stated in this agreement and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The City agrees to lease the above noted property and associated ancillary parking to Mill Market for a period commencing April 15, 2019 to May 18, 2019 ("the Term").
2. This Agreement may be extended for such further time and upon such terms as may be agreed to by the parties hereto.
3. The Agreement may be terminated by either party upon seven (7) days written notice of its intent to terminate.
4. The property shall be used only for the operation of a Farmers' Market/Public Market and related uses (hereinafter referred to as "Farmers' Market") along with ancillary parking for same.

5. The Mill Market will pay to the City the sum of \$52,000 for outstanding *Provincial Offences Act* fines and tax arrears. Upon signing this lease agreement Mill Market will provide the City with two postdated cheques, one dated May 31, 2019 for \$25,500 and the other dated August 31, 2019 for the sum of \$26,500, payable to the City.
6. After May 18, 2019, the Mill Market agrees that the name "Mill Market" can continue to be used, in perpetuity for the Farmers' Market. The City acknowledges there are other Mill Market locations in Northern Ontario.
7. The Mill Market agrees to provide the new entity that will be leasing the Mill Market location on May 19, 2019, with the following:
 - a. the social media accounts and web-site;
 - b. current market guidelines and forms;
 - c. past financial records;
 - d. all furnishings in the market including picnic tables, walk-in freezers, vendor tables, bar stools, electrical equipment, signage and the furnace.
8. The City will then remove \$50,000 from the outstanding tax obligation currently owing on the property by Mill Market.
9. The Mill Market will remove the sheds located outside of the main building by May 18, 2019.
10. This Agreement shall not be assigned by Mill Market Inc. without the prior written approval of the City.

Signed, Sealed and Delivered

MILL MARKET INC.

NAME: JUSTUS VELDMAN
TITLE: PRESIDENT

I have authority to bind the Corporation

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK - RACHEL TYCZINSKI