



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

Tuesday, May 21, 2019

4:30 pm

Council Chambers

Civic Centre

Pages

1. Adoption of Minutes

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the Minutes of the Regular Council Meeting of 2019 05 06 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 M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the Agenda for 2019 05 21 City Council Meeting as presented be approved.

5. Proclamations/Delegations

5.1 Mayor's Youth Advisory Council

13 - 25

Rob Sandvik, Chair, Erin Riley, Vice-Chair and Andrew Kenopic, Communications Lead

5.2 Spina Bifida and Hydrocephalus Awareness Month

Troy and Annette Chandler

5.3 Diffuse Intrinsic Pontine Glioma Awareness Day

Gerald Fowler

5.4 Disability Awareness Week

Nancie Scott, Accessibility Coordinator

5.5 City Brand and Visual Identity

Travis Anderson, Project Manager, FutureSSM and Katie Elliott, Communications Coordinator, FutureSSM

5.6 EDC Annual Report

26 - 38

Dan Hollingsworth, Executive Director, Economic Development Corporation

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that all the items listed under date 2019 05 21 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Correspondence

39 - 45

6.2 Finance Committee – Budget Schedule

46 - 48

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 05 21 regarding 2020 Operating and Capital Budget schedule and 2019 Budget Input be approved.

6.3 Cellular Service Contract

49 - 50

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

The relevant By-law 2019-115 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4 RFP – Professional Services – Assessment and Property Taxation Support

51 - 52

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

Mover Councillor M. Bruni

Secondar Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated 2019 05 21 be received and that the provision of additional professional services associated with Assessment and Taxation support for the City of Sault Ste. Marie, at an upset limit of \$145,000 including the non-rebatable portion of the HST by the Municipal Taxation Advisory Group for 2019 and 2020 be approved on a single-source basis.

6.5 RFP – Submersible Pump Replacements 53 - 54

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

Mover Councillor M. Bruni

Secondar Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated 2019 05 21 be received and that the supply and delivery of ten submersible pumps for installation at the City's small pumping stations at a proposed price of \$104,666.27 plus HST by Xylem Canada Company of Sudbury, ON be approved on a sole source-basis.

6.6 Tender for Boiler Replacement – Public Works 55 - 57

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

The relevant By-law 2019-103 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.7 Tenders for Equipment 58 - 63

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

Mover Councillor R. Niro

Secondar Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated 2019 05 21 be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

Two (2) diesel riding mowers w/ front mower deck – Northshore Tractor Ltd.
\$45,900.00

One (1) rear mount hydraulic broom – Service Rentals & Sales \$7,958.72

One (1) eight ton excavator – Northshore Tractor Ltd. \$109,350.00

One (1) walk-behind compactor – Battlefield Equipment \$16,269.00

for a total amount of \$179,477.72 (HST extra) be approved.

6.8 Thomson Farms – By The Glass Liquor Sales 64 - 65

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Deputy City Clerk dated 2019 05 21 concerning Thomson Farms – By the Glass Liquor Sales be received and that Sault Ste. Marie City Council supports Thomson Farms' application to the Alcohol and Gaming Commission of Ontario for a Manufacturer's Limited Liquor Sales Licence to sell and serve wine for consumption by patrons at its manufacturing site, 4057 Second Line West, Sault Ste. Marie, Ontario.

6.9 Investing in Canada Infrastructure Program 66 - 73

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Community Services dated 2018 05 21 concerning application to the Infrastructure Canada Investment Program for 2019-2021 be approved.

The Transfer Payment Agreement will appear on a future Council Agenda.

6.10 Mausoleum Phase XV – Design and Planning 74 - 77

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Community Services dated 2019 05 21 concerning Mausoleum Phase XV – Design and Planning be approved and staff be authorized to issue an RFP for the provision of architectural services to advance the construction of a new mausoleum.

6.11 Downtown Sidewalk Furnishings and Signs 78 - 82

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

The relevant By-laws 2019-122 and 2019-123 are listed under Agenda item 11 and will be read with all by-laws listed under that item.

Mover _____

Seconder _____

Resolved that the report of the Planning Director dated 2019 05 21 concerning Downtown sidewalk furnishings and signs be accepted and that Streets By-law 2008-131 and Sign By-law 2017-35 be amended according to the details as attached.

- 6.12 Downtown Community Improvement Plan Financial Incentive Grants** 83 - 91
- A report of the Senior Planner is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconded Councillor D. Hilsinger
Resolved that the report of the Senior Planner dated 2019 05 21 concerning Downtown Community Improvement Plan Financial Incentive Grants be received and that the following grant applications be approved:
- 421 Bay Street – \$20,000
 - 216 Queen Street East – \$35,000
 - 529 Queen Street East – \$20,000
 - 626 Queen Street East – \$20,000
 - 477 Queen Street East – Tax Increment Equivalent Grant
- 6.13 Designated Property Grant – Wellington Townhouses** 92 - 100
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconded Councillor D. Hilsinger
Resolved that the report of the Manager of Recreation and Culture dated 2019 05 21 concerning a designated heritage property grant for Wellington Townhouses be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee of a combined grant of \$12,000 to the five owners of the Wellington Square Townhouses, each owner to receive up to 19.75% of the cost of restoration and repointing the chimneys and brickwork of their respective unit as presented in the application and as amended by the Committee be approved that final payment be based upon the paid invoices submitted following completion of the project and upon final approval of the work by the S.S.M.M.H.C. further that the funds come from the Designated Heritage Property Grant budget.
- 6.14 Municipal Law Enforcement Officers** 101 - 102
- A report of the Manager of Transit and Parking is attached for the consideration of Council.
- The relevant By-law 2019-89 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.15 Batchewana First Nation Rankin Reserve Fire Protection** 103 - 104
- A report of the Fire Chief is attached for the consideration of Council.
- The relevant By-law 2019-112 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

- 6.16 Batchewana First Nation – Rankin Traffic Access** 105 - 108
- A report of the Director of Engineering is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconded Councillor D. Hilsinger
Resolved that the report of the Director of Engineering dated 2019 05 21 be received and that the recommendations to write two letters of support to the Batchewana First Nation for two new traffic connections to the Rankin Reserve be approved.
- 6.17 ESA Contractor License Application** 109 - 110
- A report of the Director of Public Works and Engineering Services is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconded Councillor D. Hilsinger
Resolved that the report of the Director of Public Works and Engineering Services dated 2019 05 21 concerning ESA Contractor License Application be received and that Council direct the Legal Department to draft the appropriate by-law granting authority for the Director of Public Works to be listed as the Director with signing authority for the application for the ESA Contractor License Agreement and to thereafter have signing authority on behalf of the City of Sault Ste. Marie with regard to the ESA Contractor License agreement and renewals.
- 6.18 Property Declared Surplus – 25 Donna Drive** 111 - 113
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2019-116 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.19 R1.5 – Animal Care and Control By-law – Amendments** 114 - 118
- A report of the Solicitor/Prosecutor is attached for the consideration of Council.
- The relevant By-law 2019-117 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- Mover Councillor R. Niro
Seconded Councillor D. Hilsinger
Resolved that the report of the Solicitor/Prosecutor dated 2019 05 21 concerning Animal Care and Control By-law be received and that a Dangerous Dog Committee be re-established under the said by-law;
- Further that Councillors _____, _____,
_____ and _____ be appointed to the Dangerous
Dog Committee from May 21, 2019 to December 31, 2020.

- 6.20 Ruscio/Martella – 22 MacDonald Avenue – Zoning By-law 2019-80/2019-81 – Zoning Application A-8-19-Z** 119 - 120
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor D. Hilsinger
Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2019 05 21 be received and that Council confirms that despite the appeals, it wishes to proceed with zoning by-law 2019-80.
- 6.21 Municipal Transient Accommodation Tax Update** 121 - 123
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2019-119 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 7. Reports of City Departments, Boards and Committees**
- 7.1 Administration**
- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.3.1 City Brand and Visual Identity** 124 - 129
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 05 21 concerning the City Brand and Visual Identity be received and that Council approve the new logo and brand which will be used as the visual identity for the Corporation of the City of Sault Ste. Marie moving forward.
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**

7.7.1 A-10-19-Z 726 Wellington Street West (BDI Holdings Inc. c/o Brandon Stubbs) 130 - 145

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Planner dated 2019 05 21 concerning Rezoning Application A-10-19-Z be received and that the subject property be rezoned from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a special exception to:

Reduce the south interior side yard from 3m to 1.2m.

Reduce the north exterior side yard from 4.5m to 4m.

Permit three parking spaces in a required exterior side yard.

Increase the maximum fence height in a required front yard from 0.9m to 1.8m.

Permit a 3.05m deck projection into the required front yard.

Require the construction of a 100% visually solid fence between the parking area and the abutting parcel to the east, in accordance with the fencing provisions of Zoning By-law 2005-150.

Require an eavestrough be installed on the semi-detached structure.

7.7.2 Active Transportation Implementation – Cycling Lanes 146 - 155

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Senior Planner dated 2019 05 21 concerning Active Transportation Implementation – Cycling Lanes be received and that the four (4) routes identified in this report be implemented and; that these routes be implemented through the City's annual line painting contract (and through a combination of the 2019 Miscellaneous Construction contract and/or through City resources and/or a separate contract); and that parking prohibitions be extended on the four (4) routes as outlined in this report.

7.8 Boards and Committees

7.8.1 EDC Annual Report 156 - 224

A report of the Executive Director, Economic Development Corporation is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Executive Director, Economic Development Corporation dated 2019 05 21 concerning EDC Annual Report be received as information.

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

8.1 Downtown Trolley

225 - 231

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas in 2003 the City of Sault Ste. Marie commissioned a report that proposed a Downtown Trolley for tourism service between Sault Ste. Marie's tourism attraction spaces; and

Whereas a Downtown Trolley would be a motorized bus with the exterior designed to look like an old-fashioned streetcar; and

Whereas a Downtown Trolley would allow tourists, Agawa Canyon passengers, cruise ship passengers and others more time at various attractions instead of spending time getting to those attractions; and

Whereas a Downtown Trolley could be operated seasonally during Sault Ste. Marie's busiest tourism months; and

Whereas the Local Accommodation Tax may provide funding that, in the past, hasn't been available for the execution of such a project; and

Whereas local tourism partners may be willing to participate in the funding or operation of the Downtown Trolley;

Now Therefore Be It Resolved that staff be requested to study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley in Sault Ste. Marie.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date 2019 05 21 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 2019-89 (Parking) Municipal Law Enforcement Officers** 232 - 234
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor R. Niro
Secondar Councillor M. Shoemaker
Resolved that By-law 2019-89 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 21st day of May, 2019.
- 11.1.2 By-law 2019-103 (Agreement) Boiler Replacement Public Works** 235 - 268
- A report from the Manager of Purchasing is on the Agenda.
- Mover Councillor R. Niro
Secondar Councillor M. Shoemaker
Resolved that By-law 2019-103 being a By-law to authorize the execution of the Agreement between the City and Coco's Plumbing, Heating & Sheet Metal for the Boiler Replacement at Public Works be passed in open Council this 21st day of May, 2019.
- 11.1.3 By-law 2019-112 (Agreement) Batchewana First Nation Rankin Fire Services** 269 - 273
- A report from the Fire Chief is on the Agenda.
- Mover Councillor R. Niro
Secondar Councillor M. Shoemaker
Resolved that By-law 2019-112 being a by-law to authorize the execution of the Agreement between the City and The Batchewana First Nation of Ojibways of Rankin Indian Reserve 15D for a five (5) year renewal for fire protection services be passed in open Council this 21st day of May, 2019.
- 11.1.4 By-law 2019-116 (Property) 25 Donna Drive** 274 - 275
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor R. Niro
Secondar Councillor D. Hilsinger
Resolved that By-law 2019-116 being a by-law to declare the City owned property legally described as PIN 31595-0333 (LT) BLK A H534 KORAH; SAULT STE. MARIE being civic 25 Donna Drive, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 21st day of May, 2019.
- 11.1.5 By-law 2019-117 (Regulation) Animal Care & Control By-law** 276 - 311
- A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor R. Niro

Secondar Councillor M. Shoemaker

Resolved that By-law 2019-117 being a By-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie be passed in open Council this 21st day of May, 2019.

11.1.6 By-law 2019-118 (Street Assumptions) Various Streets 312 - 313

Mover Councillor R. Niro

Secondar Councillor M. Shoemaker

Resolved that By-law 2019-118 being a By-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 21st day of May, 2019.

11.1.7 By-law 2019-119 (Agreement) Municipal Transient Accommodation Tax 314 - 321

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

Mover Councillor R. Niro

Secondar Councillor M. Shoemaker

Resolved that By-law 2019-119 being a By-law to authorize the execution of the Memorandum of Understanding between the City and the Sault Ste. Marie Economic Development Corporation to transfer the 2019 Municipal Transient Accommodation Tax (MAT) allotment be passed in open Council this 21st day of May, 2019.

11.1.8 By-law 2019-122 (Streets) Amend Streets By-law 2008-131 322 - 324

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

Mover Councillor R. Niro

Secondar Councillor M. Shoemaker

Resolved that By-law 2019-122 being a by-law to amend By-law 2008-131 being a by-law respecting streets and related matters be passed in open Council this 21st day of May, 2019.

11.1.9 By-law 2019-123 (Signs) Amend Signs By-law 2017-35 325 - 327

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

Mover Councillor R. Niro

Secondar Councillor M. Shoemaker

Resolved that By-law 2019-123 being a by-law to amend By-law 2017-35 being a by-law for regulating or prohibiting signs and other advertising devices be passed in open Council this 21st day of May, 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 R. Niro

Seconder Councillor D. Hilsinger

Resolved that this Council proceed into closed session to discuss one item concerning instructions for negotiations and one item concerning potential property assessment classification.

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.

14. Adjournment

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



City of
Sault Ste. Marie

Mayor's Youth Advisory Council



Introductions



Who We are



- MYAC is made up of 12 youth members from within the community.
- Students between the ages of 14-24 years old can apply.
- The MYAC provides a voice for the youth of Sault Ste. Marie, while advising City Council of important issues that concerns the City's younger population.
- MYAC is committed to making the City a more welcoming and inspiring place for young people to grow and prosper.

Goals



- To act as a positive advocate for youth in our community.
- Planning diverse social justice initiatives and events.
- Coordinate structural projects aimed at creating and improving youth spaces.
- Support youth outreach with the Youth Initiatives Fund.

Capital Projects



- MYAC has an annual budget of \$27,500, the majority of which is put into capital projects focused on youth.
- Since inception in 2015, MYAC has allocated \$50,457 to projects as such as:
 - bandshell and A/V upgrades at Bellevue Park
 - splash pad project
 - outdoor shelters and kids corner at John Rhodes Centre



Youth Initiatives Fund



- As part of its activities, MYAC administrates a Youth Fund. The Youth Fund is a micro-grant program that can provide financial support to programs, activities and events that benefit youth in the community.
- Since inception in 2015, MYAC has distributed \$8,050 from the Youth Fund to projects like ACCANO: Black History Month Luncheon Celebration, NAMUN, Go Skate Day, and Refugee 705

Impact



“Your generosity and support will ensure our program has the most relevant, interesting and up-to-date technology available to youth.”

Katie Huckson, Digital Creator North



“Your sponsorship will mean a lot to youth. Engaging students and youth in ACCANO will provide them leadership growth opportunities, along with community service and involvement.”

Page 19 of 327

Jane Omollo, ACCANO

Events/Community Involvement



- MYAC's advocacy role includes identifying opportunities to create or support fun and interesting activities and initiatives inclusive of youth.



Events/Community Involvement



- MYAC has organized the Youth Art Gala, and Summer Superhero Series. We have also been a proud supporter of the Community Christmas Tree Lighting Ceremony, You the Soo, Gateway Algoma, ACCANO, Santa Claus Parade, Youth Odena and Bon Soo.



Youth Art Gala



- The Youth Art Gala has become MYAC's signature event. It has quickly become a popular event among local youth and an opportunity to showcase the talents of local artists and musicians, while raising funds for important local groups such as the Neighbourhood Resource Centre and ARCH.



Future Events



- MYAC is organizing a Paint Night for Youth that will raise funds for Koach Katrina's Queer Klub. Katrina Francella is a advocate for the local LGBTQ2 community and through her gym offers a safe space to gather and share, which includes a Youth Night on Fridays.

When: May 23, 7 p.m

Where: Northern Community Centre
Steelton Room



Where to Find Us

- ▶ @MYACSSM on Facebook and Instagram





Thank you!

Questions?



**ANNUAL
REPORT
2018**

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION





OUR DIVISIONS:

- **BUSINESS DEVELOPMENT**
- **TOURISM SAULT STE. MARIE**
- **CORPORATE SERVICES**



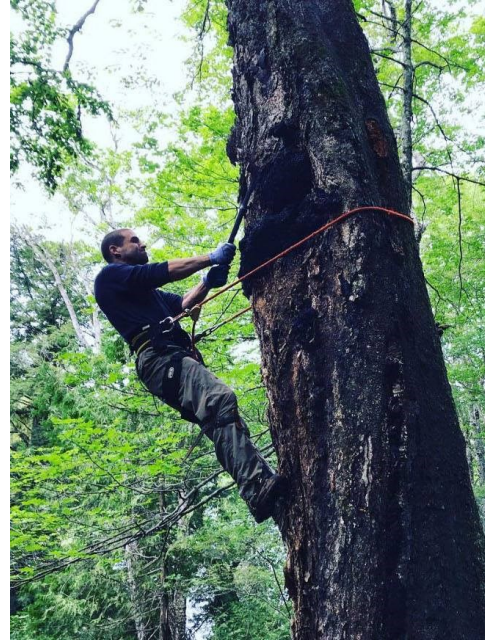
BUSINESS



SMALL BUSINESS SUPPORT



BUSINESS GROWTH SERVICES



INVESTMENT ATTRACTION



TOURISM



CONFERENCES & TOURNAMENTS



GROUP TOURS & CRUISE SHIPS



ATTRACTIONS PACKAGING



WTF

RUSSELL PETERS

FESTIVAL

Sault Ste. Marie, Ontario

DEPORTED

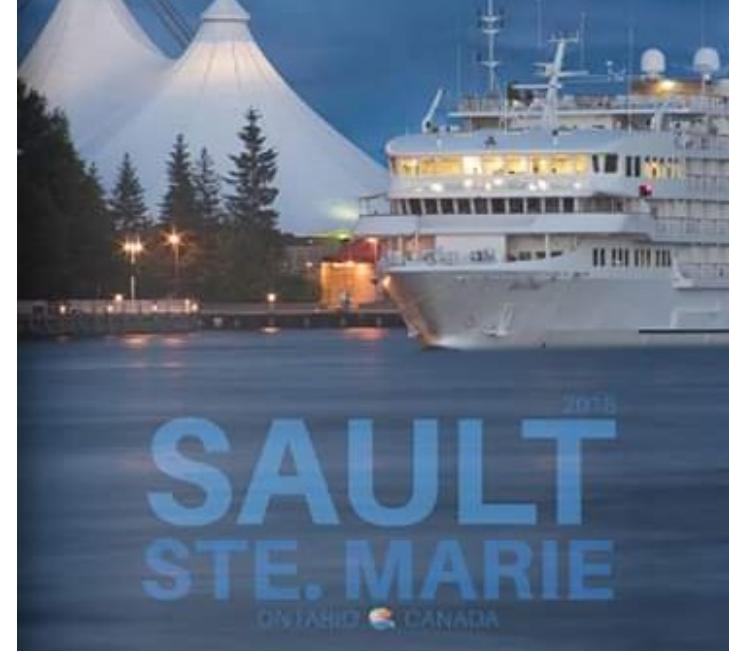
DEPORTED

PETERS

2012/2010 WORLD TOUR

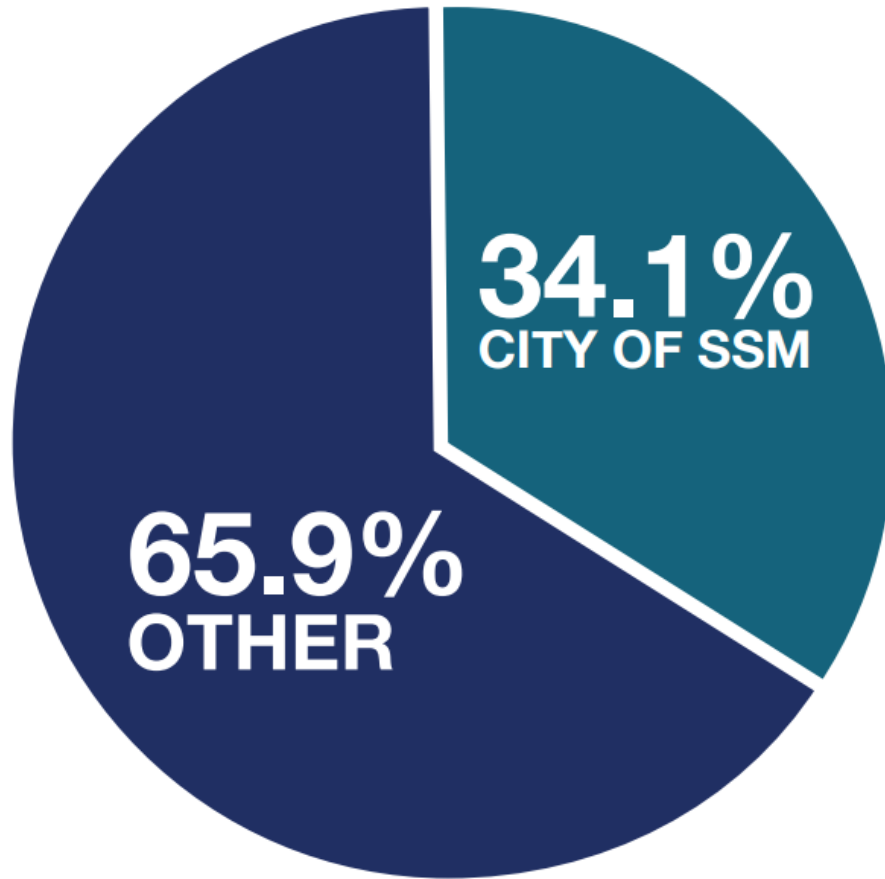
A photo of comedian Russell Peters making a "rock on" hand gesture. He is wearing a dark jacket over a white shirt. A red circular stamp is overlaid on his chest that reads "DEPORTED 2012/2010 WORLD TOUR PETERS".

PRODUCT DEVELOPMENT



TOURISM MARKETING

2018 FUNDING BREAKDOWN



2018 FUNDERS

- City of Sault Ste. Marie
- Destination Northern Ontario
- Destination Ontario
- Employment and Social Development Canada
- FedNor
- Northern Ontario Heritage Fund
- Ontario Ministry of Economic Development, Job Creation and Trade
- Ontario Ministry of Energy, Northern Development and Mines
- Ontario Ministry of Tourism, Culture and Sport
- Ontario Ministry of Training, Colleges and Universities
- SSM Destination Marketing Fund
- Various Private Sector Partners

LEVERAGING

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

May 8, 2019

Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON
M7A 1A1

Honourable Christine Elliott
Minister of Health and Long-Term Care and Deputy Premier
10th Floor, Hepburn Block
80 Grosvenor St.
Toronto, ON
M7A 2C4

Ross Romano
Sault Ste. Marie MPP
390 Bay St., Suite 102
Sault Ste. Marie, ON
P6A 1X2

Dear Premier Ford, Minister Elliott and MPP Romano:

RE: Level III Withdrawal Management facility

I am writing with respect to a resolution passed unanimously by the City of Sault Ste. Marie's City Council at its meeting on April 15, 2019 calling on the Provincial Government to immediately provide the approvals and funding necessary to build and operate a Level III Withdrawal Management facility in Sault Ste. Marie. You will find attached hereto a copy of the resolution.

Furthermore, you will also find attached copies of my previous letters about this project that were sent to Minister Elliott and MPP Romano. Considering the importance of this project to Sault Ste. Marie, I welcome the opportunity to discuss it with the Minister or any of her staff and will make myself available at your convenience.

Sincerely,

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

CC Ila Watson, Acting CEO SAH
City Council

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE



CITY COUNCIL RESOLUTION

Agenda Number: 8.3
Title: Level III Withdrawal Management Facility Funding
Date: Monday, April 15, 2019

Moved by: Councillor L. Dufour
Seconded by: 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 March 15, 2017, 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.

Carried

Christian Provenzano

Tied, Defeated

Defeated

**Officially Read and Not
Dealt With;#Postponed**

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

March 11, 2019

Honourable Christine Elliott
Minister of Health and Long-Term Care and Deputy Premier
10th Floor, Hepburn Block
80 Grosvenor St.
Toronto, ON
M7A 2C4

Dear Minister Elliott:

**RE: Sault Area Hospital Level III Withdrawal Management proposal
Sault Area Hospital Addiction Medicine Consult Team proposal**

I am writing further to my letter of December 5th, 2018, attached hereto for your ease of reference.

The matters raised in my letter of December 5th, 2018, are still of pressing concern to myself, City Council and our community at large.

I appreciate and understand that your schedule may not allow the time necessary to have a discussion with me. However, I would expect that one of your staff or a Ministry official can find the time to discuss the matters with me and provide me with an update on the status of these two very important projects.

Both projects are of critical importance to Sault Ste. Marie and deserve, on their respective merits, to be addressed.

I look forward to hearing from your office or your delegate.

Sincerely,

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

CC City Council
Ross Romano, Sault Ste. Marie MPP
Jérémy Stevenson, NE LHIN Chief Executive Officer
Ila Watson, SAH Interim President and CEO

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

December 5, 2018

Honourable Christine Elliott
Minister of Health and Long-Term Care and Deputy Premier
10th Floor, Hepburn Block
80 Grosvenor St.
Toronto, ON
M7A 2C4

Ross Romano
Sault Ste. Marie MPP
390 Bay St., Suite 102
Sault Ste Marie, ON
P6A 1X2

Jeremy Stevenson
North East Local Health Integration Network CEO
555 Oak St. East, 3rd Floor
North Bay, ON
P1B 8E3

Dear Minister Elliott, MPP Romano and CEO Stevenson:

**RE: Sault Area Hospital Level III Withdrawal Management proposal
Sault Area Hospital Addiction Medicine Consult Team proposal**

I am writing with respect to the two proposals provided by Sault Area Hospital: the Sault Area Hospital Level III Withdrawal Management proposal, and the Sault Area Hospital Addiction Medicine Consult Team proposal, both of which I understand were submitted in spring/fall of 2018.

I recently asked that the senior leadership at Sault Area Hospital provide me with an update on these efforts and this letter is a result of that conversation. I have copied the acting CEO of Sault Area Hospital to keep her apprised of my communication.

I understand that the Sault Area Hospital Level III Withdrawal Management proposal has the support of the NELHIN but is at the Ministry of Health and Long-Term Care for operating funding approval and that it has not yet received that approval.

I understand that the Addiction Medicine Consult Team proposal has been very well received and is generally accepted as a worthwhile approach to immediately addressing a very significant need in our community but that proposal has also not yet received approval.

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

I realize that the opioid epidemic is a problem across our region and province and that you have a responsibility to ensure that the projects your government funds meet a need and deliver value. However, in both of these proposals, you have concrete plans from the leadership in Sault Ste. Marie that are intended to address the mental health and addiction challenges being faced in our community and our region. The opioid crisis is of critical concern to the leadership and health care workers in our community, who are all doing the utmost with the resources currently at their disposal. Those resources are insufficient and we need your government to make the necessary commitments without any further delay.

Considering the amount of time the NELHIN and the Provincial Government have had these proposals, the approval process for the Level III Withdrawal Management proposal should be brought to a favourable conclusion and the Addiction Medicine Consult Team should be funded immediately.

I would appreciate the opportunity to discuss these matters with each of you as soon as your schedules will permit. I will make myself available at your convenience.

Sincerely,

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

CC Ila Watson, Acting CEO SAH
City Council

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

May 8, 2019

Right Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON
K1A 0A2

Honourable Carla Qualtrough
Minister of Public Services and Procurement and Accessibility
House of Commons
Ottawa, Ontario
K1A 0A6

Terry Sheehan
Sault Ste. Marie MP
369 Queen Street East, Suite 102
Sault Ste. Marie, Ontario
P6A 1Z4

Dear Prime Minister Trudeau, Minister Qualtrough and MP Sheehan:

RE: Canada Post Corporation Act amendment

I am writing with respect to a resolution passed unanimously by the City of Sault Ste. Marie's City Council at its meeting on April 15, 2019 in support of amending 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. You will find attached hereto a copy of the resolution.

Considering the impact of the national opioid crisis on Sault Ste. Marie, I welcome the opportunity to discuss it with the Minister or any of her staff and will make myself available at your convenience.

Sincerely,

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

CC City Council



CITY COUNCIL RESOLUTION

Agenda Number: 8.4
Title: Amendment to Canada Post Corporation Act
Date: Monday, April 15, 2019

Moved by: Councillor L. Dufour
Seconded by: 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.

Carried

Tied, Defeated

Defeated

Officially Read and Not
Dealt With;#Postponed

Christian Provenzano



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Finance Committee Recommendations April, 2019

PURPOSE

The purpose of this report is to seek Council approval of the recommendations of the Finance Committee from its April 24, 2019 meeting.

BACKGROUND

The Finance Committee met on April 24, 2019. The 2020 budget schedule (attached) and the 2019 budget input were reviewed. The following recommendations are provided for Council approval.

Moved by: L. Dufour
Seconded by: D. Hilsinger

“The Finance Committee has reviewed the timetable for the 2020 Operating and Capital Budgets, as amended, and recommends to Council the deliberation schedule.”

Moved by: S. Murray
Seconded by: M. Bruni

“The Finance Committee has reviewed the 2019 Budget Input and notes to Council a common theme of maintaining City roads and other infrastructure. The Finance Committee recommends the current focus of Council regarding capital priorities, in particular City roads, be maintained.”

ANALYSIS

The preliminary budget will be presented to Council at the November 18, 2019 Council meeting. Council budget deliberations are scheduled for December 9th and 10th(if required), 2019.

Budget input and engagement with the community and other stakeholders is being reviewed by the Finance Committee. The Committee is looking at different ways to

engage. Positive experiences by FutureSSM and Shape the Sault will provide guidance as well.

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN / POLICY IMPACT

Community engagement aligns with the focus areas of Service Delivery: Delivering Excellent Customer Services and Community Development and Partnerships: Develop Partnerships with Key Stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated May 21, 2019 regarding the Finance Committee recommendations for the 2020 Operating and Capital Budget schedule and 2019 Budget Input be approved.

Respectfully submitted,



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

THE CORPORATION OF THE CITY OF SAULT STE MARIE
2020 BUDGET SCHEDULE
OPERATING & CAPITAL BUDGET

	Completion Date	
● Capital Budget Evaluation Matrix to Finance Committee for review/recommendation	June 12, 2019	
● Deadline for outside agency grant applications	Sept 1/19	
● O/S Agency presentations	TBD, if required	At discretion of Council. Direction to be confirmed in August.
● Preliminary Budget to Council-Operating & Capital User Fees approval	November 18, 2019	Regular Council meeting
● Budget deliberation	December 9 & 10, 2019	
Post Budget Approval		
● Tax Policy Analysis, Options and Tax Rates	March, 2020	
● Capping Options (date is dependent upon release of Education Rates by Province)	April, 2020	



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Cellular Service Contract

PURPOSE

This report has been prepared for Council's information and consideration concerning the provision of cellular service as required by the City of Sault Ste. Marie. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Bell Mobility Inc. (Bell) has been the City's provider of cellular service since the beginning of the use of mobile devices by the City. Cell phones and associated devices are a vital tool with approximately 255 devices in use by the City; 199 phones and 56 data devices. Many of the phones are equipped with data plans allowing for the use of various work-related apps.

ANALYSIS

The contract and pricing utilized to the City is traditionally based on the pricing secured by the RFP issued by the Provincial Ministry of Government & Consumer Services (M.G.C.S.). A Competitive Procurement process is conducted by M.G.C.S. on behalf of Provincial Agencies, and Provincially Funded Organizations (PFOs) such as municipalities. M.G.C.S. selected Rogers Communications Canada Inc. (Rogers) as the primary preferred proponent. The City is eligible for the proposed terms negotiated by M.G.C.S.

Bell has offered the City a contract which mirrors the pricing submitted to M.G.C.S. by Rogers. Voice plans will be priced at \$4.75 monthly for unlimited minutes; presently they are \$5.00. Data will be priced on a tiered basis, based on usage, from \$14.30 for up to 6GB (most data users consume up to approximately 1 - 2 GB monthly) to a maximum of \$45.00 monthly for more than 6 GB; presently \$30.00 for 1 GB to a maximum of \$50.00 monthly.

A switch to another provider would result in penalties for early termination of contracts for individual devices as well as the costs associated with an en-masse change in hardware.

Corporate Services' Information Technology Division supports the cellular devices in use by the City. A switch in providers will represent additional challenges to this support.

FINANCIAL IMPLICATIONS

The cost of cellular devices and service is the responsibility of the individual Department.

The new pricing will result in a 5% reduction in monthly charges for basic cellular service (voice and text) with potential savings of up to 50% monthly for the data consumed by the average user.

STRATEGIC PLAN / POLICY IMPACT

Maintaining efficient and cost effective communications is in keeping with Delivering Excellent Customer Service; part of the Service Delivery Focus Area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated May 21, 2019 be received, and the recommendation that the Contract with Bell Mobility Inc. for the provision of Cellular Devices and Service for a period of four (4) years commencing May 1, 2019, be approved.

By-law 2019-115 authorizing signature of the Bell Mobility Inc. Contract appears elsewhere on the Council Agenda.

Respectfully submitted,



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



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Professional Services - Assessment & Property Taxation
Support for Sault Ste. Marie

PURPOSE

This report has been prepared for Council's information and consideration concerning the provision of additional professional services required for Assessment and Taxation support for the City of Sault Ste. Marie; as required by Corporate Services - Finance. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

In 2017, a Request for Proposal was distributed to proponents for the provision of professional services associated with assessment and taxation. The Proposals received were evaluated and the award for provision of this work was made to the Municipal Taxation Advisory Group. In addition to provision of the services specifically outlined within the RFP, there was a section included to allow the successful Proponent to provide additional similar services as outlined in the RFP on an "as-needed" basis.

ANALYSIS

Finance Staff have reviewed the results of the services provided by the Municipal Taxation Advisory Group to date and determined that approximately an additional \$228,000 annually has been added to City tax revenues – commencing in 2019 and projected to continue thereafter.

Finance is estimating that an additional 568 hours of services will be required in 2019 and 2020. The hours required may be impacted by the number of Assessment Appeals received. The costs associated with the estimated hours exceed Staff Approval Limits and Council Approval is requested.

Approval of single sourcing of the ongoing work is requested on the basis, in accordance with the Purchasing By-law, when the professional services to be provided are a continuation of previous efforts and the use of the knowledge and expertise gained to

date is required for effective performance of these services. The original award was made through the competitive procurement process.

FINANCIAL IMPLICATIONS

Based on the estimated hours required and fees submitted, Finance is seeking to establish an Upset Limit Purchase Order for \$145,000, including the non-rebatable portion of the HST, for provision of these services in 2019 and 2020. This request can be accommodated within the approved funding for the Assessment Appeals and Consulting Fees operating accounts of the Finance Department – Corporate Services.

STRATEGIC PLAN / POLICY IMPACT

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

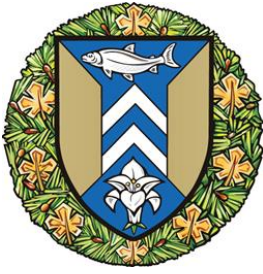
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated May 21, 2019 be received, and the recommendation that the provision of additional professional services associated with Assessment and Taxation support for the City of Sault Ste. Marie, at an Upset Limit of \$145,000 including the non-rebatable portion of the HST, by the Municipal Taxation Advisory Group for 2019 and 2020, be approved, on a single source basis.

Respectfully submitted,



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



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Submersible Pump Replacements – Small Pump Stations

PURPOSE

This report has been prepared for Council's information and consideration concerning the replacement of ten submersible pumps at six of the City's small sanitary pump stations as required by Public Works. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Submersible pumps located in the pump stations are a crucial part of the City's infrastructure. Replacement and upgrades to the submersible pumps is required on a regular basis in order to ensure proper operations and minimize the chance of unplanned failures. Ten pumps located at six stations have been identified as requiring replacement in 2019.

ANALYSIS

The Xylem Canada Company of Sudbury, ON provides the pumps used by the City in its pump stations. This source of supply has been in place for many years. City Staff is familiar with their reliability, operation, and maintenance. In addition, Public Works Staff are not aware of any other supplier of similar equipment.

Approval of sole sourcing of this supply and delivery is requested on the basis, in accordance with the Purchasing By-law, when the standardization and compatibility of a procurement with existing equipment is a paramount consideration; and there is an absence of competition for technical reasons and the equipment can only be supplied by a particular Supplier.

FINANCIAL IMPLICATIONS

During 2019 Budget deliberations, City Council approved the allocation of \$104,500 to Capital from the Sanitary Sewer Surcharge for procurement of this equipment.

Xylem has proposed pricing for the supply and delivery of ten (10) pumps of \$ 104,666.27; the non-rebatable portion of the HST will also apply; totalling \$106,508.40.

This procurement can be accommodated within the approved funding with an additional approximately \$2,000 to be drawn from Public Works operation accounts.

STRATEGIC PLAN / POLICY IMPACT

Maintaining existing Infrastructure is part of the Infrastructure Focus Area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated May 21, 2019 be received, and the recommendation that the supply and delivery of ten submersible pumps for installation at the City's small pumping stations, at a proposed price of \$104,666.27 plus HST, by Xylem Canada Company of Sudbury, ON, be approved, on a sole source basis.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', is positioned above the printed name.

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



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Boiler Replacement – Public Works

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Boiler Replacement at Public Works, as 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 list. A public opening of the tenders was held April 9, 2019 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, MET Energy Systems (Jim Liguori), and the Director of Public Works. Mr. Liguori's report concerning the tenders received is attached for Council's reference.

FINANCIAL IMPLICATIONS

The low tendered price, meeting specifications, as recommended by the City's Consultant is \$258,348.29 including non-rebatable HST.

Funding in the amount of \$330,000.00 was approved during 2018 and 2019 Budget deliberations by City Council. This tendered amount and estimated Engineering fees can be accommodated from within this allocation.

STRATEGIC PLAN / POLICY IMPACT

Maintenance of Existing Infrastructure is included in the Infrastructure focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 05 06 be received and the recommendation that the tender for Boiler Replacement for Public Works be awarded to Coco's Plumbing, Heating & Sheet Metal, at their low tendered price, meeting specifications, of \$253,880.00 plus HST, be approved.

By-law 2019-103 authorizing signature of the Contract for this project appears elsewhere on the Council Agenda.

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



Letter of Recommendation

MET ENERGY SYSTEMS
Consulting Engineering
477 Queen Street East, Suite 204
Sault Ste. Marie, ON P6A 1Z5
Tel: (705) 942-3344
Fax: (705) 942-1477

ATTENTION: Mayor & City Council
COMPANY: City of Sault Ste. Marie
FROM: Jim Liguori
COPIES: Tim Janzen
SUBJECT: **PUBLIC WORKS CENTRE BOILER REPLACEMENT**
CITY FILE # 2019 PWE-PWT-19-T
NO. PAGES: 1 (including this page)

DATE: April 10, 2019
MET REF.: 18M42
DOCUMENT NO.: D001

On April 9th, 2019 four (4) sealed envelopes containing bid tenders for the subject project were submitted to the City Clerk. MET Energy Systems pre-tender estimate was \$270,000 + HST. All tenders received were opened by the Clerk's Department and are summarized as follows:

<u>Contractor</u>	<u>Amount Excluding HST</u>	<u>Addendums Included</u>	<u>Tender/Contract Security</u>	<u>Time to Complete</u>
Coco's Plumbing & Heating	\$253,880.00	1	yes	8 weeks
McLeod Brothers Mechanical	\$258,415.00	1	yes	6 weeks
R.F. Contracting	\$258,900.00	1	yes	10 weeks
S&T Electrical Contactors	\$284,700.00	1	yes	Aug 30

Based on the reviewed tenders, we are recommending award of the contract to **Coco's Plumbing, Heating, & Sheet Metal**, in the amount of **\$253,880.00 (plus HST)**.

MET has overseen many past projects of similar size and scope completed by this contractor, and has no reservations in regards to the successful completion of the subject project.

Feel free to contact us with any questions or concerns.

Regards,

Jim Liguori
MET ENERGY SYSTEMS



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tenders for Equipment – Group #2

PURPOSE

Attached hereto for Council's 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 April 17, 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 \$182,636.52 including non-rebatable HST.

The approved 2019 Capital Budget for Public Works Equipment of \$1,134,650 included acquisition of the Riding Mowers and Hydraulic Broom, and an allocation of \$157,000 from Sanitary Sewer Surcharges to Capital for acquisition of the Excavator and the Compactor.

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 05 21 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

Two (2) Diesel Riding Mowers w/ Front Mower Deck	Northshore Tractor Ltd.	\$ 45,900.00
One (1) Rear Mount Hydraulic Broom	Service Rentals & Sales	\$ 7,958.72
One (1) Eight Ton Excavator	Northshore Tractor Ltd.	\$109,350.00
One (1) Walk Behind Compactor	Battlefield Equipment	\$ 16,269.00

for a total amount of \$179,477.72, 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: April 17, 2019
File: 2019PWE-PWT-21-T

SUMMARY OF TENDERS
TWO (2) DIESEL RIDING MOWERS W/ FRONT MOWER DECKS

<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>
Construction Equipment Co (Sault) Inc. Sault Ste. Marie, ON		2019 Husqvarna P525D	40 w/days	5 years/1500 hrs	\$47,440.00	Does not meet Specifications
Northshore Tractor Ltd. Echo Bay, ON	1	2019 John Deere 1550	20 w/days	2 yrs	\$52,583.78	Meets Specifications
	2	2019 Kubota F2690E	5-10 w/days	2 yrs	\$45,900.00	Meets Specifications
Turf Care Products Canada Limited Newmarket, ON		2019 Toro Groundsmaster 3280	40 w/days	2 years/1500 hrs	\$54,500.00	Does not meet Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be \$46,707.84, after trade-in allowance including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Northshore Tractor Ltd, for Option 2, be accepted.

Tim Gowans
Manager of Purchasing

SUMMARY OF TENDERS
ONE (1) REAR MOUNT HYDRAULIC BROOM

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
Battlefield Equipment Sault Ste. Marie, ON	2019 Sweepster RLH8	25 w/days	1 year	\$10,442.50	Meets Specifications
Construction Equipment Co (Sault) Inc. Sault Ste. Marie, ON	2019 HLA BR963PH	25 w/days	1 year	\$8,189.18	Meets Specifications
Eastern Farm Machinery Ltd. Puslinch, ON	2019 MB SHL-8	45 w/days	1 year	\$9,160.00	Meets Specifications
Equipment World Inc. Sault Ste. Marie, ON	2019 HLA LA-BR963PHC2	20-25 w/days	1 year	\$10,285.00	Meets Specifications
McDowell Brothers Industries Inc. Sudbury, ON	2019 HLA BR96	10 w/days	1 year	\$9,905.00	Meets Specifications
Northshore Tractor Ltd. Echo Bay, ON	2019 HLA BR96	20 w/days	1 year	\$9,920.00	Meets Specifications
Service Rentals & Sales Sault Ste. Marie, ON	2019 HLA BR96	15-18 w/days	1 year	\$7,958.72	Meets Specifications
Tracks and Wheels Val Caron, ON	2019 HLA LA-BR963PHC2	40 w/days	1 year	\$9,605.00	Meets Specifications

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

The total cost to the City will be \$8,098.79, after trade-in allowance including the non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by Service Rentals & Sales, be accepted.

Tim Gowans
Manager of Purchasing

SUMMARY OF TENDERS
ONE (1) EIGHT TON EXCAVATOR

<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>
Construction Equipment Co (Sault) Inc. Sault Ste. Marie, ON	2019 Wacker Neuson ET90	90 w/days	2 yrs/2000 hrs	\$113,730.00	Meets Specifications
Hood Equipment Canada. Rosslyn, ON	2019 Hyundai R80CR-9A	TBC	3 yrs/4000 hrs	\$98,900.00	Does not meet specifications
McDowell Brothers Industries Inc. Sudbury, ON	2019 Bobcat E85	30 w/days	2 yrs/2000 hrs	\$123,650.00	Meets Specifications
Miller Technology Incorporated North Bay, ON	2019 JCB 85Z	120 w/days	2 yrs/2000 hrs	\$137,950.00	Meets Specifications
Northshore Tractor Ltd. Echo Bay, ON	2019 Kubota KX080-4S	15-20 w/days	2 yrs/2000 hrs	\$109,350.00	Meets Specifications
NORTRAX Canada Inc. Lively, ON	2019 HLA BR96	30-60 w/days	1 year	\$149,275.00	Does not meet specifications
StrongCo Limited Partnership Sudbury, ON					Irregular; Bid Not Signed
Toromont CAT Sault Ste. Marie, ON	2019 Caterpillar 308	45 w/days	1 year	\$118,750.00	Meets Specifications

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

The total cost to the City will be \$111,274.56, after trade-in allowance including the non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by Northshore Tractor Ltd., be accepted.

Tim Gowans
Manager of Purchasing

SUMMARY OF TENDERS
ONE (1) WALK BEHIND COMPACTOR

<u>Firm</u>	<u>Opt</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
Battlefield Equipment Sault Ste. Marie, ON	1	2019 Wacker Neuson DPU6555 Heh	7 w/days	3 yrs Machine 2 yrs Engine	\$19,911.00	Meets Specifications
	2	2019 Husqvara LG504	7 w/days	2 yrs	\$16,269.00	Meets Specifications
Conquest Equipment Esteven, SK		2019 Weber CR7 CCD 2.0	10 w/days	2 yrs	\$19,878.00	Meets Specifications
Construction Equipment Co (Sault) Inc. Sault Ste. Marie, ON		2019 Wacker Neuson DPU6555 Hech	5 w/days	5 yrs Machine 3 yrs Engine	\$18,182.56	Meets Specifications
Eastern Farm Machinery Ltd. Puslinch, ON		2019 Swepac FB500	60 w/days	1 year	\$14,750.00	Does not meet specifications
Enduraquip Brampton, ON		2019 Husqvara LG504	30 w/days	1 year	\$16,875.00	Meets Specifications
Equipment World Inc. Sault Ste. Marie, ON	1	2019 Wacker Neuson DPU6555 Hec	5-7 w/days	5 yrs Machine 3 yrs Engine	\$19,341.00	Meets Specifications
	2	2018 (new stock) Wacker Neuson DPU6555 Heh	1 w/days	5 yrs Machine 3 yrs Engine	\$18,543.00	Meets Specifications
OCP Construction Supplies Sault Ste. Marie, ON		2019 HLA BR96	10 w/days	1 year	\$22,848.00	Meets Specifications
Service Rentals & Sales Sault Ste. Marie, ON		2019 Mikasa MVH508DZ	5 w/days	1 year	\$19,964.09	Does not meet specifications
Tracks and Wheels Val Caron, ON		2019 Mikasa MVH508DZ	TBC	1 year	\$19,924.00	Does not meet specifications

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

The total cost to the City will be \$16,555.33, including the non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by Battlefield Equipment, Option 2, be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: Thomson Farms – By The Glass Liquor Sales

PURPOSE

The purpose of this report is to obtain Council support of Thomson Farms' application to the Alcohol and Gaming Commission of Ontario (AGCO) for a By The Glass liquor licence

BACKGROUND

Thomson Farms operates at 4057 Second Line West, Sault Ste. Marie, primarily as a strawberry farm. Thomson Farms is applying to the Alcohol and Gaming Commission of Ontario for a Manufacturer's Limited Liquor (or By The Glass) Sales licence which would permit them to sell and serve their own wine to patrons for consumption at their site. AGCO regulations require that the sale and service be primarily aimed at promoting the manufacturer's product and provide either an enhanced tourist experience or fulfill an educational purpose. AGCO regulations require a municipal resolution of support for a Manufacturer's Limited Liquor licence.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2019 05 21 concerning Thomson Farms – By the Glass Liquor Sales be received and that Sault Ste. Marie City Council supports Thomson Farms' application to the Alcohol and Gaming Commission of Ontario for a Manufacturer's Limited Liquor Sales Licence to sell and serve wine for consumption by patrons at its manufacturing site, 4057 Second Line West, Sault Ste. Marie, Ontario.

Thomson Farms – By The Glass Liquor Sales

2019 05 21

Page 2.

Respectfully submitted,

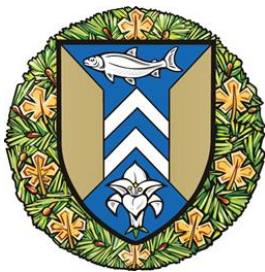
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Rachel Tyczinski

Deputy City Clerk

705.759.5392

r.tyczinski@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Investing in Canada Infrastructure Program

PURPOSE

The purpose of this report is to provide Council information on the Investing in Canada Infrastructure Program Transit Stream and approve staff to prioritize and maximize funding available to the City of Sault Ste. Marie through the application process.

BACKGROUND

On March 14, 2018, Ontario signed an Integrated Bilateral Agreement (IBA) with the federal government for \$11.8 billion in federal funding under the Investing in Canada Infrastructure Program (ICIP) across four streams:

- Public Transit \$8.3 Billion
- Green Infrastructure \$2.8 Billion
- Community Culture and Recreation \$407 Million
- Rural and Northern \$250 Million

For the Public Transit stream, the IBA includes \$8.3 billion of federal and \$7.3 billion of provincial funding that could support transit projects in Ontario for up to 96 municipalities and Metrolinx.

Under the agreement, the Public Transit stream funding is allocated based on ridership to every municipality that receives Provincial Gas Tax funding and has reported ridership data to the Canadian Urban Transit Association for 2015, and Metrolinx.

Phase 1 known as the Provincial Transit Infrastructure Fund (PTIF) had up to 50% for multi-level grant funding. Under ICIP, the federal government will contribute up to 40% to most projects with the Province contributing up to 33.33% and municipalities contributing up to 26.67%. For rehabilitation projects, the federal government will contribute up to 50% with the Province contributing up to 33.33% and municipalities and other organizations contributing up to 16.67%.

The City of Sault Ste. Marie has been approved for \$43,354,392 over eight (8) years (2019-2026) with the City share being \$11,610,622 (Appendix A). This presents the City with an exciting and glorious opportunity to reinvest into Transit Infrastructure where the City has one of the oldest fleets averaging 12.3 years when comparing to Canadian average of 8.6 years and Ontario at 7.6 years.

ANALYSIS

Staff have been in discussions with the Ministry of Transportation (MTO) as well as the Ontario Provincial Transit Association (OPTA) as to the process.

The deadline for Intake One is May 28, 2019 and applications are made through Grants Ontario Website.

- Multiple intakes are planned.
- More information will be available later this year on future intakes.

For projects to be eligible they must meet at least one of the following outcomes, including:

- improved capacity of public transit infrastructure,
- improved quality and/or safety of existing or future transit systems, and
- improved access to a public transit system.

Council approval will also be required when the municipality and the province enter into a transfer payment agreement. This will happen after the project(s) have been submitted, and approved by both Ontario and Canada.

Provincial assessment will be conducted using an outcomes-based approach and will consider: (Appendix B)

1. Technical merit
2. Alignment with provincial transit priorities, provincial growth & land-use policies
3. Financial review

City staff recommend that the City take full advantage of the available funding and will seek Councils approval when the Transfer Payment Agreement are available.

FINANCIAL IMPLICATIONS

Staff will look to maximize the \$43,354,392 (\$11,610,622 City Share 26.67%) in available grant funding to the City and have drafted a detailed plan for the next three (3) years (Appendix C) and a higher level draft plan from 2019-2026.

The 2019 Capital Budget approved \$4,175,000 in transit projects of which \$1,127,250 (26.67%) is funded by the City. The grant application would require City funding of \$1,240,650 for 2020 and \$1,317,600 for 2021. The future year funding requests will be included and considered in the annual capital budget prioritization and financial resource planning.

The MTO did confirm that change orders are part of the process that provides the Municipality with flexibility should budget requirements need to be changed or shifted during the course of the agreement. The process for project change will be communicated to staff by the MTO at a future date.

STRATEGIC PLAN / POLICY IMPACT

The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”

Further the project ties in to the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.”

Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Director of Community Services dated 2018 05 21 concerning application to the Infrastructure Canada Investment Program for 2019-2021 be approved.

Further, that staff will bring the Transfer Payment Agreement back to Council for approval when available.”

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
705.759.5314
b.lamming@cityssm.on.ca

APPENDIX A

Investing in Canada Infrastructure Program: Public Transit Stream Allocations – Municipalities Outside of the Greater Toronto and Hamilton Area

Ultimate Recipient	Federal Allocation (\$)	Provincial Allocation (\$)	Estimated Municipal Cost-Match (\$)*	Total (\$)
Bancroft	84,308	70,250	56,212	210,770
Barrie	23,417,948	19,513,005	15,613,917	58,544,870
Belleville	8,200,178	6,832,798	5,467,469	20,500,445
Blind River	12,533	10,443	8,356	31,332
Bradford West Gwillimbury	231,115	192,577	154,096	577,788
Brantford	14,371,517	11,975,067	9,582,209	35,928,793
Brockville	1,062,382	885,230	708,343	2,655,955
Chapleau	29,888	24,904	19,928	74,720
Chatham-Kent	1,975,116	1,645,765	1,316,909	4,937,790
Clarence-Rockland	1,370,440	1,141,919	913,741	3,426,100
Cobourg	1,007,022	839,101	671,432	2,517,555
Cochrane	58,772	48,972	39,186	146,930
Collingwood	2,002,443	1,668,536	1,335,129	5,006,108
Cornwall	7,275,292	6,062,137	4,850,801	18,188,230
Cramahe	26,278	21,896	17,521	65,695
Deseronto	154,191	128,480	102,807	385,478
Dryden	40,457	33,711	26,975	101,143
Dysart et Al	13,664	11,386	9,110	34,160
Elliot Lake	934,885	778,993	623,335	2,337,213
Espanola	49,370	41,138	32,917	123,425
Fort Erie	524,115	436,719	349,454	1,310,288
Fort Frances	193,680	161,384	129,136	484,200
Greater Sudbury	39,761,939	33,131,636	26,511,273	99,404,848
Greenstone	18,251	15,208	12,169	45,628
Guelph	58,213,891	48,506,725	38,814,112	145,534,728
Hanover	307,125	255,912	204,776	767,813

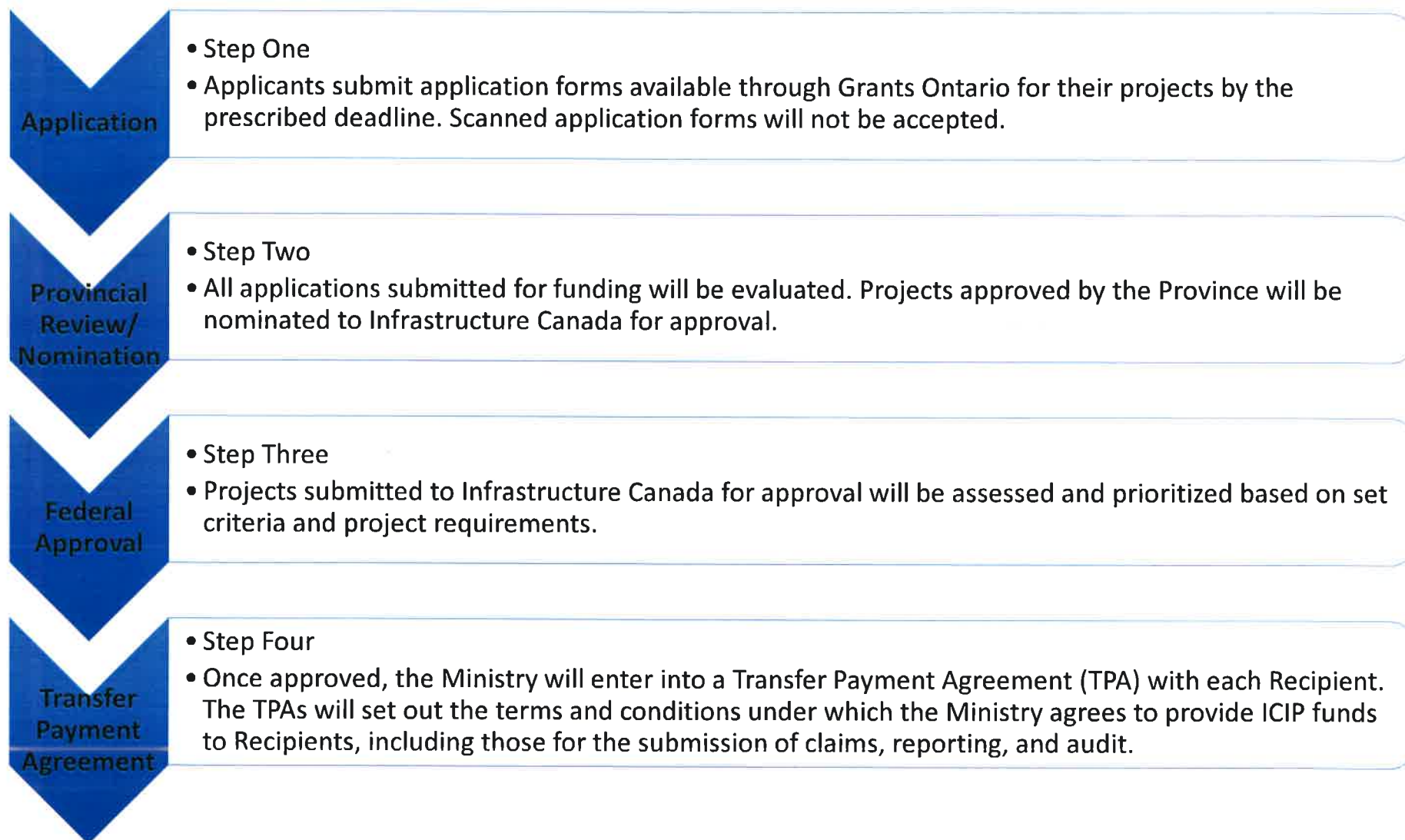
Ultimate Recipient	Federal Allocation (\$)	Provincial Allocation (\$)	Estimated Municipal Cost-Match (\$)*	Total (\$)
Hearst	104,133	86,769	69,431	260,333
Huntsville	262,107	218,401	174,760	655,268
Ingersoll	35,915	29,926	23,946	89,787
Kapuskasing	159,820	133,170	106,560	399,550
Kawartha Lakes	946,802	788,923	631,280	2,367,005
Kenora	617,146	514,237	411,482	1,542,865
Kingston	42,885,998	35,734,758	28,594,239	107,214,995
Lanark County	152,925	127,425	101,963	382,313
LaSalle	28,341	23,615	18,896	70,852
Leamington	257,818	214,827	171,900	644,545
London	204,878,185	170,714,748	136,602,530	512,195,463
Loyalist Township	898,527	748,698	599,093	2,246,318
Machin	8,759	7,298	5,840	21,897
Marmora and Lake	41,208	34,337	27,475	103,020
Meaford	40,258	33,545	26,842	100,645
Midland	491,648	409,666	327,806	1,229,120
Niagara Falls	20,718,476	17,263,670	13,814,044	51,796,190
Niagara Region	1,860,821	1,550,529	1,240,702	4,652,052
Niagara-on-the-Lake	148,916	124,084	99,290	372,290
Norfolk County	64,455	53,707	42,975	161,137
North Bay	14,537,626	12,113,477	9,692,962	36,344,065
North Perth	75,793	63,155	50,535	189,483
Orangeville	1,019,880	849,815	680,005	2,549,700
Orillia	6,862,649	5,718,302	4,575,671	17,156,622
Owen Sound	1,842,316	1,535,110	1,228,364	4,605,790
Parry Sound	9,302	7,751	6,202	23,255
Pembroke	131,017	109,170	87,356	327,543
Perth East	106,749	88,949	71,175	266,873
Peterborough City	31,174,174	25,975,880	20,785,381	77,935,435
Peterborough County	23,970	19,973	15,982	59,925
Point Edward	234,997	195,811	156,684	587,492

Ultimate Recipient	Federal Allocation (\$)	Provincial Allocation (\$)	Estimated Municipal Cost-Match (\$)*	Total (\$)
Port Colborne	239,042	199,182	159,381	597,605
Port Hope	567,124	472,556	378,130	1,417,810
Prince Edward County	71,893	59,905	47,935	179,733
Quinte West	815,586	679,587	543,792	2,038,965
Renfrew	352,007	293,310	234,701	880,018
Russell	475,279	396,026	316,892	1,188,197
Sarnia	11,080,716	9,233,007	7,388,067	27,701,790
Sault Ste Marie	17,413,757	14,510,013	11,610,622	43,534,392
Schreiber	16,840	14,032	11,228	42,100
St. Catharines	47,032,154	39,189,542	31,358,689	117,580,385
St. Marys	105,274	87,720	70,191	263,185
St. Thomas	2,214,728	1,845,422	1,476,670	5,536,820
Stratford	5,667,014	4,722,039	3,778,482	14,167,535
Tecumseh	254,579	212,128	169,741	636,448
Temiskaming Shores	1,248,733	1,040,507	832,593	3,121,833
Thorold	2,962,303	2,468,339	1,975,116	7,405,758
Thunder Bay	33,263,287	27,716,634	22,178,297	83,158,218
Timmins	8,432,904	7,026,717	5,622,639	21,082,260
Trent Hills	36,349	30,288	24,236	90,873
Wasaga Beach	656,517	547,043	437,733	1,641,293
Waterloo Region	187,011,925	155,827,687	124,690,201	467,529,813
Wawa	10,795	8,995	7,198	26,988
Welland	7,835,892	6,529,257	5,224,581	19,589,730
West Elgin	24,649	20,539	16,435	61,623
West Perth	35,064	29,217	23,379	87,660
Windsor	57,910,359	48,253,807	38,611,732	144,775,898
Woodstock	3,260,913	2,717,156	2,174,214	8,152,283
Sub-Total	880,953,214	734,054,273	587,375,559	2,202,383,046

*Municipal cost-match forecasted at 26.67 per cent.

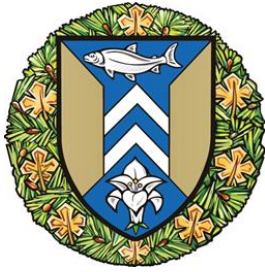
Overall Process

APPENDIX B



APPENDIX C

ICIP 2019-2021	Project Title	Quantity	Cost per unit	Total Cost	City's Share	
Year One - 2019	Replace three 40' Buses	3	\$ 575,000	\$ 1,725,000	\$ 465,750	Capital
	Replace 40' buses with 35' buses	2	\$ 565,000	\$ 1,130,000	\$ 305,100	Capital
	Replace one Para Bus with Low Floor Unit	1	\$ 145,000	\$ 145,000	\$ 39,150	Capital
	Replace existing AVL	40	\$ 12,500	\$ 500,000	\$ 135,000	Capital
	Transit Shelters installed	5	\$ 10,000	\$ 50,000	\$ 13,500	Capital
	Northern Transfer Point	1	\$ 500,000	\$ 500,000	\$ 135,000	Capital
	Terminal Roof - 160 Queen St	1	\$ 100,000	\$ 100,000	\$ 27,000	Asset Mgt
	Terminal HVAC	1	\$ 25,000	\$ 25,000	\$ 6,750	Asset Mgt
	Total Capital Cost for 2019					\$ 1,127,250
Year Two - 2020	Replace three 40' Buses	3	\$ 575,000	\$ 1,725,000	\$ 465,750	Capital
	Replace two 40' buses with 35' buses	2	\$ 565,000	\$ 1,130,000	\$ 305,100	Capital
	Replace one Para Bus with Low Floor Unit	2	\$ 145,000	\$ 290,000	\$ 78,300	Capital
	New Community Buses	2	\$ 150,000	\$ 300,000	\$ 81,000	Capital
	Replace one Transit Vehicle	1	\$ 50,000	\$ 50,000	\$ 13,500	Capital
	Replace Fare Boxes	40	\$ 25,000	\$ 1,000,000	\$ 270,000	Capital
	Transit Shelters installed	10	\$ 10,000	\$ 100,000	\$ 27,000	Capital
	Total Capital Cost for 2020					\$ 1,240,650
Year Three - 2021	Replace three 40' Buses	3	\$ 575,000	\$ 1,725,000	\$ 465,750	Capital
	Replace one 40' buses with 35' buses	1	\$ 565,000	\$ 565,000	\$ 152,550	Capital
	Replace two Para Bus with Low Floor Unit	2	\$ 145,000	\$ 290,000	\$ 78,300	Capital
	New Community Buses	1	\$ 150,000	\$ 150,000	\$ 40,500	Capital
	Replace one Transit Vehicle	1	\$ 50,000	\$ 50,000	\$ 13,500	Capital
	Relocate Downtown Terminal	1	\$ 2,000,000	\$ 2,000,000	\$ 540,000	Capital
	Transit Shelters installed	10	\$ 10,000	\$ 100,000	\$ 27,000	Capital
	Total Capital Cost for 2021					\$ 1,317,600
	Total Capital Cost for 2019-2021			\$ 13,650,000	\$ 3,685,500	



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: New Mausoleum, Design and Planning, Phase XV

PURPOSE

The purpose of this report is to provide Council with information, regarding the general planning for construction of a new mausoleum in Holy Sepulchre Cemetery (intent to break ground in fall 2019, with substantial completion and sales in early 2020).

BACKGROUND

In October, 2011, City Council approved a Master Plan prepared by EPOH Inc. (now operating as IDEA Inc.), for the expansion of municipal mausoleum services. Phase XIV was completed in 2016, with 152 crypts, most of which are sold. The cemetery has room for 8 to 9 more mausoleums, depending on demand and size. Current demand indicates the practical need for a new mausoleum.

ANALYSIS

The cemetery division anticipates the supply of crypts, both single and companion, will be sold out by the end of the current year, 2019. Average annual sales for mausoleum crypts is 18, for each type. Current inventory levels (as of May 8, 2019) are 10 single and 11 companion crypts.

The new Mausoleum would have 120 units featuring both single and double crypts. Please find a plan attached (Appendix A) indicating where the new Mausoleum construction is planned.

Staff is recommending that a request for proposal process be followed for architectural services. Staff will provide a subsequent report to Council, to seek approval for the engagement of architectural services for the planning, registration, and tendering for the construction of Phase XV (15) of the Master Plan. The report will include financial details (final cost, revenue, etc.).

Funding for the proposed mausoleum will derive from the cemetery reserve.

FINANCIAL IMPLICATIONS

The estimated total cost of the new mausoleum will be similar to the structure built in 2016 (\$856,777: included architect, less HST). Costs for design and construction will be covered by the cemetery reserve. The number of crypts in the new unit will provide for 3 to 4 years of inventory (approximately 60 singles; 60 companions).

The Cemetery Reserve Account has \$958,000 at present. The build is anticipated to be fully covered by this amount and sale proceeds from crypts in 2019 would provide a buffer for any unforeseen expenditures.

STRATEGIC PLAN / POLICY IMPACT

The plan to continue mausoleum services contributes to the strategic plan, in terms of providing a service requested by the families in Sault Ste. Marie. The mausoleums provide a viable and enduring option for interment, and contribute to the beauty of the cemetery grounds as a whole.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Director of Community Services dated 2018 05 21 concerning New Mausoleum, Design and Planning, Phase XV, be approved and Council authorize staff to issue an RFP for the provision of architectural services to advance the construction of a new mausoleum.”

Respectfully submitted,

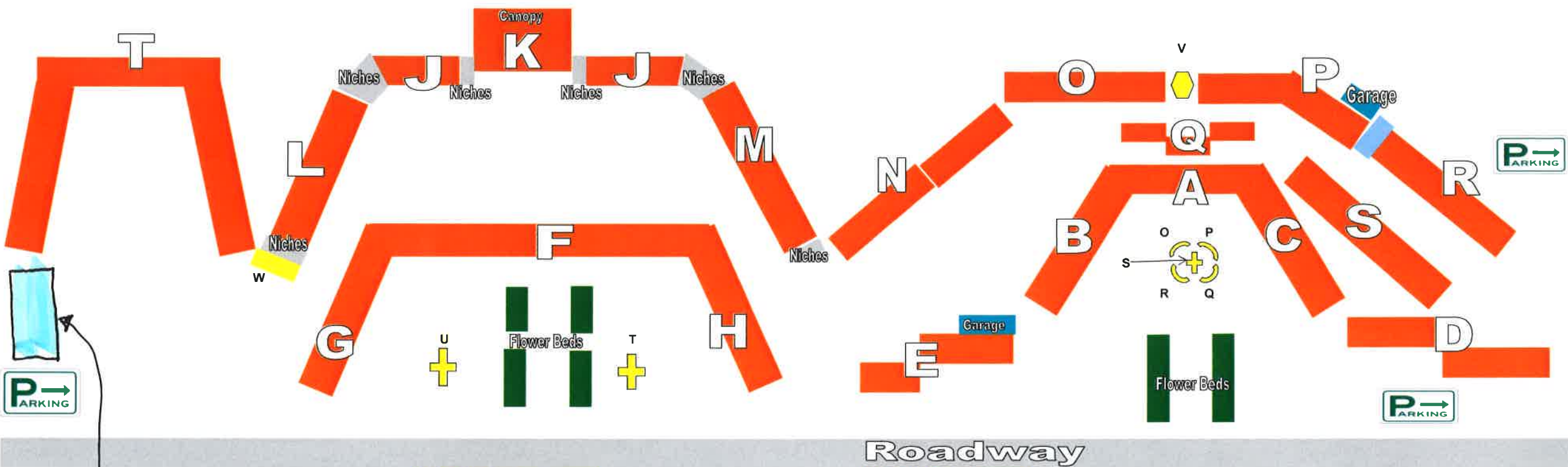


Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
705.759.5314
b.lamming@cityssm.on.ca

APPENDIX A

MAUSOLEUMS

AND COLUMBARIA
HOLY SEPULCHRE CEMETERY
SAULT STE. MARIE, ONTARIO



- Marked in yellow**
- Columbarium O built in 2001
 - Columbarium P built in 2001
 - Columbarium Q built in 2001
 - Columbarium R built in 2001
 - Columbarium S built in 2008
 - Columbarium T built in 2012
 - Columbarium U built in 2012
 - Columbarium V built in 2012
 - Columbarium W built in 2017

- Marked in Orange**
- Mausoleum A built in 1983
 - Mausoleum B & C built in 1985
 - Mausoleum D built in 1987
 - Mausoleum E built in 1990
 - Mausoleum F built in 1992
 - Mausoleum G & H built in 1994
 - Mausoleum J & K built in 1995
 - Mausoleum L & M built in 1998

- Mausoleum N built in 2001
- Mausoleum O built in 2004
- Mausoleum P & Q built in 2006
- Mausoleum R built in 2009
- Mausoleum S built in 2012
- Mausoleum T built in 2016

New Mausoleum Location.





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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

Patrick Lo, Planning Intern

DEPARTMENT: Community Development and Enterprise Services

RE: Downtown Sidewalk Furnishings and Signs

PURPOSE

The purpose of this report is to recommend conditions to allow small-scale street furnishings, A-Frame signs, overhanging signs, awnings, canopies and small-scale overhead fixtures in the Downtown without the need for an encroachment agreement. Building Permits will still be required in some instances.

The recommendation is to amend Streets By-law 2008-131 and Sign By-law 2017-35, as applied to the above mentioned streetscape components in the Downtown.

BACKGROUND

Roger Brooks, a downtown consultant, has recommended that private businesses be encouraged to create a better street environment by placing benches, planters and other furnishings in front of their businesses. The installation of such furnishings on municipal sidewalks presently requires an encroachment agreement with the City.

A-Frame signs (also known as sandwich boards) are currently allowed without a sign permit as per the City's Sign By-law. They are discussed as part of this report as they are also recognized as items that contribute to a street's environment.

Roger Brooks also recommended the use of overhanging signs which are small signs placed at 90 degrees to the front wall of buildings. Overhanging signs not larger than 1.0 m² in area are permitted as per the City's Sign By-law, but currently require an encroachment agreement to overhang municipal sidewalks.

Awnings, canopies and other small overhead fixtures that can improve a street's environment, such as hanging planters, flags and small light fixtures, also currently

require encroachment agreements in order to be installed above municipal sidewalks.

The City's Legal Department, Public Works and Engineering Services Department, Building Division, the Accessibility Advisory Committee, and the Downtown Association have reviewed and support the recommendations of this report.

ANALYSIS

Four categories of items that may be placed on or above municipal sidewalks in the Downtown are discussed in this section. A discussion on liability and risk analysis is included under FINANCIAL IMPLICATIONS.

1. Small Street Furnishings

Examples of small street furnishings include small benches, planters, decorations and small seating arrangements. Larger seating arrangements will require a patio permit from the City.

It is recommended that small street furnishings be allowed without an encroachment agreement on municipal sidewalks in the Downtown, subject to the following conditions:

- a) Only be placed abutting the premises where the business operates, within 0.75 m (2.5 ft) of the front of the building.
- b) A 1.5 m (5 ft) wide unobstructed walkway shall be maintained on the sidewalk.
- c) A 3.0 m (10 ft) wide unobstructed walkway is required adjacent to an intersection.
- d) Shall not be placed within 1.5 m (5 ft) of a driveway or laneway.
- e) Shall not be placed between October 15 and May 15, inclusive.
- f) Shall not be placed in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
- g) Shall be removed at the City's discretion and not replaced based on, but not limited to, safety concerns or required street maintenance.

2. A-Frame Signs

As defined in the Sign By-law, an "A-Frame sign" is a freestanding temporary sign with no more than two faces joined at the top of the sign that is intended for temporary use during the hours of the business to which it applies and that is constructed in a manner and of materials such that it can be placed and moved manually by a person without mechanical aid.

It is recommended that A-Frame signs be allowed without an encroachment agreement on municipal sidewalks in the Downtown, subject to the following conditions:

- a) Only be used and displayed during the actual hours of operation of the business that it is advertising.
- b) Only be used and displayed in front of the premises where the business operates.
- c) Only one A-Frame sign is allowed per business.
- d) Shall not be larger than 0.6 m² (6.5 sq. ft) in sign area and shall not be taller than 1.25 m (4.1 ft) in sign height.
- e) A 1.5 m (5 ft) wide unobstructed walkway shall be maintained on the sidewalk.
- f) A 3.0 m (10 ft) wide unobstructed walkway is required adjacent to an intersection.
- g) Shall not be placed within 1.5 m (5 ft) of a driveway or laneway.
- h) Shall not be placed between October 15 and May 15, inclusive.
- i) Shall not be placed in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
- j) Shall comply with all other applicable regulations in the Sign By-law.
- k) Shall be removed at the City's discretion and not replaced based on, but not limited to, safety concerns or required street maintenance.

3. Overhanging Signs

As defined in the Sign By-law, an "overhanging sign" is a sign not directly supported from the ground but generally erected perpendicular to a supporting building wall.

It is recommended that overhanging signs be allowed without an encroachment agreement above municipal sidewalks in the Downtown, subject to the following conditions:

- a) A building permit shall be required.
- b) Only be erected on commercially zoned properties.
- c) Only be erected on premises where the business it is advertising operates.
- d) Only one overhanging sign is allowed per business.
- e) Shall not be larger than 1.0 m² (10.8 sq. ft) in sign area.
- f) Shall not project more than 1.25 m (4.1 ft) from the building wall to which the sign is attached.
- g) Shall not be illuminated by a light source located on or within the sign.
- h) Shall be erected such that the lowest part of the sign is not less than 2.5 m (8.2 ft) above the surface of the sidewalk.
- i) Shall not be erected in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
- j) Shall comply with all other applicable regulations in the Sign By-law.

4. Awnings, Canopies and Small Overhead Fixtures

As defined in the Sign By-law, an "awning" is a roof like structure comprised of material stretched on a frame that serves as a shelter above an entrance or window, while a "canopy" is a structure which projects from the exterior face of a building wall and extends across part or all of that exterior face of a building wall or is a self-supporting unenclosed structure.

Small overhead fixtures refer to items such as hanging planters, flags and small light fixtures.

It is recommended that awnings, canopies and small overhead fixtures be allowed without an encroachment agreement above municipal sidewalks in the Downtown, subject to the following conditions:

- a) A building permit shall be required.
- b) Only be erected on commercially zoned properties.
- c) Shall not project more than 1.25 m (4.1 ft) from the building wall to which it is attached.
- d) A retractable awning shall not project more than 1.83 m (6 ft) from the building wall to which it is attached.
- e) Shall not be an awning or canopy that is illuminated by a light source located on or within the awning or canopy.
- f) Shall be erected such that its lowest part is not less than 2.5 m (8.2 ft) above the surface of the sidewalk.
- g) Shall not be erected in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
- h) Shall comply with all other applicable regulations in the Sign By-law.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

By way of encroachment agreement, the City presently allows many examples of the accommodations addressed in this report. In amending the referenced by-laws to be more inclusive, we will remove the need for those encroachment agreements thus eliminating the associated indemnity and insurance provisions. As a result, the City may face a slight increase in its liability exposure – however, this exposure already exists by virtue of any existing encroachments, and, given view of the provisions of the by-laws themselves, is viewed as being negligible.

STRATEGIC PLAN / POLICY IMPACT

The recommendations outlined in this report are consistent with:

- The Corporate Strategic Plan - specifically in relation to Quality of Life in terms of creating vibrant and attractive downtown areas, Service Delivery in terms of eliminating barriers to business and streamlining processes, and

Community Development & Partnerships in terms of creating social and economic activity including through revitalizing public spaces.

- The City's Downtown Strategy - in relation to items such as facilitating beautiful streets and open spaces, encouraging active use of downtown spaces, and ensuring strong, cohesive leadership and collaborative action.
- The Downtown Association Strategic Plan: Create Empower - in relation to multiple beautification items within the Downtown Association's strategic plan that detail creating a more vibrant downtown, collaboration with the City of Sault Ste. Marie and an increased effort to bring return on investments to all members.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-laws 2019-122 and 2019-123 are listed under Agenda item 11 and will be read with all by-laws listed under that item.

Respectfully submitted,

A handwritten signature in black ink, reading "D.B. McConnell". The signature is written in a cursive, flowing style.

Donald B. McConnell MCIP RPP
Director of Planning & Enterprise Services
705.759.5375
d.mcconnell@cityssm.on.ca



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: DCIP – Financial Incentive Grant Applications – May 2019

PURPOSE

As part of the City's Downtown Community Improvement Plan (DCIP), a series of financial incentive grant programs have been implemented. The purpose of this report is to recommend a number of grant applications for Council's approval.

BACKGROUND

In November 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the Downtown, with the objective of encouraging the re-use of under-utilized downtown spaces, fostering residential development, and focusing on aesthetic improvements and place-making initiatives.

In support of this strategy, City Council, in May 2017, approved a Community Improvement Plan (legislated under section 28 of the Planning Act) to allow for various building improvement grants for smaller businesses and commercial buildings, and tax rebates for major new development in the Downtown.

To facilitate the provision of these grants, the City was successful in receiving \$600,000 from NOHFC, which matched the City's budget allocation for the implementation of the DCIP.

There are five grant programs within the DCIP:

- Tax Increment Equivalent Grant
- Façade Improvement Grant
- Building Activation Grant for Vacant Spaces
- Upper Floor Residential Conversion Grant
- Patio Conversion Grant

Other than the Tax Increment Equivalent Grant, all other grants are administered on a matching basis (i.e. matching private sector investment is necessary to be eligible for a grant). In addition, projects must demonstrate a comprehensive improvement, and not

simply a series of selected maintenance or piece-meal upgrades. To incentivize the best possible design for projects, pre-application design fees are considered as an eligible project cost. A description of each program is outlined below:

Tax Increment Equivalent Grant: The Tax Increment Equivalent Grant (TIEG) is a financial incentive program that provides the opportunity to redevelop buildings or lands. Redevelopment typically increases the assessed value of a property. To offset the increase in municipal property tax, eligible property owners may receive grants in instalments over a maximum four-year period. Before the issuance of a grant, all work associated with redevelopment or remediation must be completed, and completed work must result in an increase in the assessed value of the property (and associated property taxes). To be eligible for this program, projects must be able to demonstrate an investment of at least \$500,000 in the development or redevelopment of a commercially zoned property in the Downtown Community Improvement Project Area (CIPA).

Façade Improvement Grant: The Façade Improvement Grant (FIG) incentivizes property and business owners to address external design projects, which are often not prioritized. External façades of a buildings play a critical role, both in attracting customers to a business, but also adds to a more visually appealing Downtown commercial area. To be eligible, projects must have a significant impact on the public realm by adding visual interest and a high level of aesthetic to the streetscape, all while respecting the character of the street and historical features of the building. A conceptual drawing from a registered design professional demonstrating colours, materials, signage, lighting, windows, doors, etc. must be submitted. Grants are administered on a matching funds basis, to a maximum of \$20,000.

Building Activation Grant for Vacant Spaces: Although there has been an improvement over the last number of years, the prevalence of vacant spaces is a major issue affecting the Downtown. This grant provides developers and property owners with financial support to convert and/or rehabilitate vacant commercial properties into viable commercial uses (or residential, where permitted). Properties must be commercially zoned, vacant, and located in the CIPA. The focus of this grant is to transform interior spaces to attract long term tenants. Cosmetic and other minor improvements will only be eligible if they are part of a major renovation. The grant is administered on a matching funds basis, to a maximum of \$20,000.

Upper Floor Residential Conversion Grant: New residents are key to a successful Downtown, providing a constant market for the goods and services that are provided in this area. To encourage opportunities to create livable spaces in the Downtown, the Upper Floor Residential Grant assists property owners with the cost of improvements related to the conversion of vacant, upper-floor commercial space to residential dwelling units. The grant is administered on a matching funds basis, to a maximum of \$15,000.

Patio Conversion Grant: Downtown is a place to gather and socialize. As demonstrated both locally and in other cities, patios associated with restaurants and bars attract people to an area. To foster the creation of these gathering spaces, the Patio Conversion Grant encourages businesses to capitalize on underutilized privately owned space by establishing permanent patio infrastructure. The grant is allocated on a matching funds basis of up to \$5,000.

ANALYSIS

The grant programs are a proven tool in attracting private sector investment into the Downtown. Included in this report is a summary of six property owners requesting a number of different grants. These projects, when completed, will contribute in excess of \$2.7 million of private sector investment into the Downtown, facilitating new façade upgrades, establishing new businesses, and creating new residential living spaces.

Address/ Applicant	Grant Requested/Amount: Description of Work
421 Bay Street/421 Bay Street Inc. (Joe Ruscio)	Façade Grant/\$20,000: Extensive renovations to the exterior of the office building, including new windows, brick staining, exterior lighting, signage and architectural treatments.
216 Queen Street East/Barzan Dentistry (Anthony Barzan)	Façade Grant/Upper Floor Residential Grant/ \$35,000: Complete modernization of the façade with metal and woodgrain panelling, new signage, new windows; conversion of vacant commercial office space into a new residential unit.
298 Queen Street East/Village Media (Jake Cormier)	Building Activation Grant/\$20,000: The building was recently purchased and will be the new offices for Village Media. The building was vacant, with demolition work recently completed. The ground floor will be renovated for new office spaces, facilitating Village Media's continued growth, and expanding their capacity to hire new staff.
529 Queen Street East/George's Shawarma (George Al Khouré)	Building Activation Grant/\$20,000: Renovation of vacant restaurant space to accommodate the opening of a new Middle Eastern dining space. Improvements include new flooring,

	millwork, lighting as well as kitchen retrofits to accommodate updated standards for venting and fire suppression.								
626 Queen Street East/Square One Mall (Krista Nolan)	Façade Grant/\$20,000: Renovation works, adding architectural treatments that are more compatible with the original look of the building; work to include architectural moldings, new retractable awnings, repairing entrance patio stones, as well as upper floor masonry repairs.								
477 Queen Street East/Queencentre Group Inc. (SalDan – Sam Biasucci)	Tax Increment Equivalent Grant: <table border="1"> <tr> <td>Year One</td><td>100%</td></tr> <tr> <td>Year Two</td><td>75%</td></tr> <tr> <td>Year Three</td><td>50%</td></tr> <tr> <td>Year Four</td><td>25%</td></tr> </table> Substantial exterior renovations, including paint staining of the entire brick façade, masonry repairs, as well as the construction of a new atrium on the south side of the building (facing Bay Street). The value of the grant is equal to 100% of the tax increase of the municipal portion of the property tax resulting after the completion. Thereafter, it is provided on a declining rate basis until the fourth year (as per the table above). After the fourth year, the full municipal taxes will be paid by the property owner.	Year One	100%	Year Two	75%	Year Three	50%	Year Four	25%
Year One	100%								
Year Two	75%								
Year Three	50%								
Year Four	25%								

FINANCIAL IMPLICATIONS

The total budget to implement the Downtown Community Improvement Plan is \$1,300,000. NOHFC and the City are both contributing \$600,000, while \$90,000 is being provided through the Ontario Main Street Revitalization Initiative. The Downtown Association is also contributing \$10,000. The funding allocation for the financial incentive programs is \$600,000. The amount of grants from the applications outlined in this report will total \$115,000. With these applications, \$260,000 has been committed to grant applications.

The tax rebate will result in a levy increase, which will negate the assessment growth during the four years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period.

STRATEGIC PLAN / POLICY IMPACT

Approval of these grants is consistent with the City's Corporate Strategic Plan which specifically identifies Vibrant Downtown Areas as a key strategic direction within the Quality of Life focus.

SUMMARY

The applications received to date are a positive indication of the determination of downtown property owners to reinvest in their buildings to support businesses and to attract people to this important area of the community. Applications recommended for approval in this report represent more than \$2.7 million in new investment in the downtown.

Staff will continue to receive applications during the course of the DCIP. Applications will be accepted until the budget allocation for the financial incentive programs has been exhausted. With respect to the administration of approved applications, grant applicants must complete the work and pay all contractors, consultants, labourers, materials, etc. in full. Projects must be completed prior to the issuance of the grant (i.e. a new façade, a leasable commercial space, new residential unit ready to be rented, or a new patio ready for service).

As well, for all construction related projects, building permits must be obtained to ensure work is done in accordance with the standards prescribed by the Ontario Building Code. Once the work is completed, paid for, and inspected, the grants are then provided to the applicant. If there are any outstanding work orders, fire code violations, or zoning or other municipal by-law infractions, staff will not issue the grants.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2019 05 21, concerning the Downtown Community Improvement Plan Financial Incentive applications be accepted as information, and that the grant applications listed in this report be approved.

Respectfully submitted,



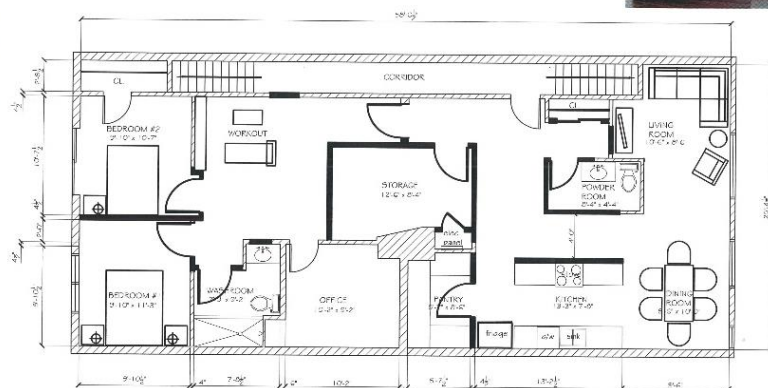
Steve Turco
Senior Planner
705-759-5279
s.turco@cityssm.on.ca



Façade Improvement: 421 Bay Street



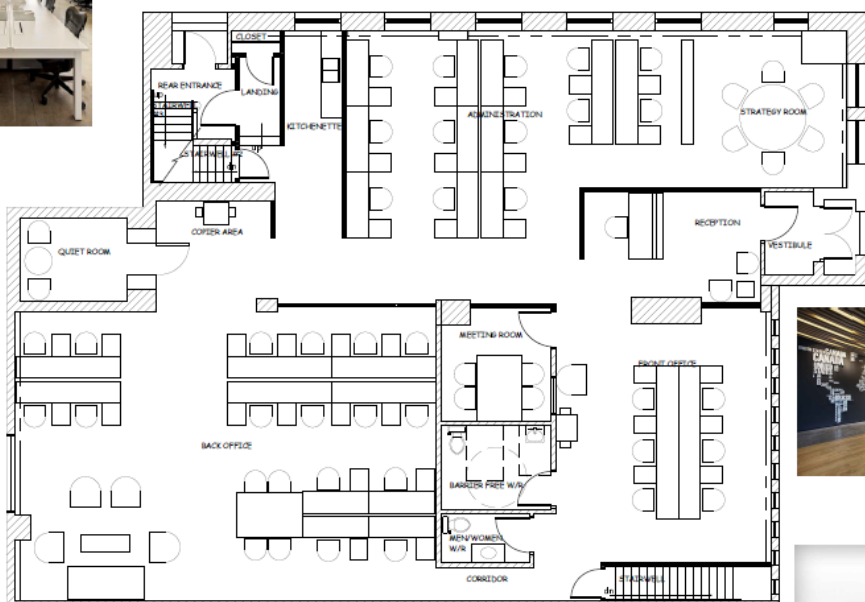
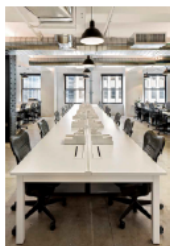
Façade Improvement: 216 Queen Street East

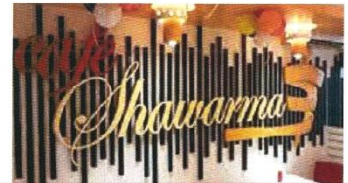


2nd Floor - Proposed Apartment Schematic
2 April 2019



Upper Floor Residential: 216 Queen Street East







Façade Update: North Elevation

Redevelopment: 477 Queen Street East



New Atrium: South Elevation



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

COUNCIL REPORT

May 21, 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: Designated Property Grant – Wellington Townhouses

PURPOSE

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) in April of 2019 from the owners of Wellington Square Townhouses to assist with the repairs to the exterior of the building. Wellington Square Townhouses is a heritage building designated under Part IV of the Ontario Heritage Act in 1983. A grant is being recommended by the S.S.M.M.H.C. in the amount of \$12,000 to assist in the cost of the project.

BACKGROUND

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may make application to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grants generally do not exceed 67% of the approved project cost to a maximum of \$3,000 for a single applicant.

In this case, the five owners submitted a joint application since the exterior of the building required repairs extending across all units. Therefore, the amount of the grant being recommended reflects the multiple applicants. The same owners applied for and

received grant funding for a project completed in 2016 to address the exterior repairs to the front of the units.

ANALYSIS

The Wellington Square Townhouses were erected in 1913 at the corner of Pim and Wellington Streets and consisted of five townhouses financed by the Lake Superior Paper Company for their executives. Over the years as the fortunes of the company changed the building was purchased by private interests and each unit is now under separate ownership although on the exterior it appears as one large building. The building was designated under Part IV of the Ontario Heritage Act on February 28, 1983.

Each year the S.S.M.M.H.C. along with a city building official completes an inspection of the building and identifies work to be completed to maintain the building. This application is for restoration and repointing the chimneys and brickwork to all 5 units. The total cost estimate for the work is \$62,570 plus HST. The application was considered at the May 1st meeting of the S.S.M.M.H.C. Upon review it was decided that most of the application could be supported except for one component in the quote for 778 Wellington Street in the amount of \$1,800 reducing the cost estimate to \$60,770 plus HST, a total of \$68,670. It was agreed that the grant would be to a maximum of \$12,000. Each owner would receive 19.75% of the actual pre-tax cost of the proposed work on their respective unit as supported by paid invoices from the contractor. The following resolution was passed:

Moved By: D. Greenwood

Seconded by: J. van Haften

“Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse a combined grant of \$12,000 to the five owners of the Wellington Square Townhouses, each owner to receive up to 19.75% of the cost of restoration and repointing the chimneys and brickwork of their respective unit as presented in the application and as amended by the Committee and further that final payment be based upon the paid invoices submitted following completion of the project and upon final approval of the work by the S.S.M.M.H.C. and further that the funds come from the Designated Heritage Property Grant and further that a report be sent to City Council for their approval prior to the project commencing.”

CARRIED

FINANCIAL IMPLICATIONS

The 2019 budget for heritage property grants is \$12,000 and there are no commitments to date. In addition, the Designated Heritage Property Grant Reserve currently has a balance of \$12,000 to support grant requests from owners of properties designated under Part IV of the Ontario Heritage Act.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2019 05 21 concerning a designated heritage property grant for Wellington Townhouses and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee a combined grant of \$12,000 to the five owners of the Wellington Square Townhouses, each owner to receive up to 19.75% of the cost of restoration and repointing the chimneys and brickwork of their respective unit as presented in the application and as amended by the Committee and further that final payment be based upon the paid invoices submitted following completion of the project and upon final approval of the work by the S.S.M.M.H.C. and further that the funds come from the Designated Heritage Property Grant budget, be approved."

Respectfully submitted,



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



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name	Mark Coleman (for the group)	Telephone (include area code)	[REDACTED]
Address	193 Pim Street, SSM, ON	Postal Code	P6A 3H1

2. Property for which application is being made: **SAME AS ABOVE**
189/191/193 Pim; 778/780 Wellington

3. Have you previously received a Designated Property Grant for this property?

☒ Yes ☐ No (If "Yes, give date and amount)

Date	Amount
2017	Varied for each of us

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
The work is to include repairs to the masonry and mortar. The estimates for each unit are included with application.	\$62,570 +HST
Some of the window sills will also be replaced all in line with the recommendations of the Heritage Committee over the past few years.	see individual estimates

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount
2/3 to 1/2 of the repair cost would be appreciated.	\$
Other Level of Government Funding	
N/A	\$
Private Funds	
Each owner will cover their own costs as required.	\$

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant

Date April 25th, 2019

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.

Snell Stone Masonry
 75 Tamarack Ave
 Sault Ste. Marie ON P6A5K9
 Canada



Mark Coleman
 193 Pim st

Estimate # 0000019
 Estimate Date July 9, 2018
Estimate Total (CAD) \$14,723.90

Item	Description	Unit Cost	Quantity	Line Total
Sills	Removal of damaged concrete sill. Form and pour new concert sill to match existing colour	1,000.00	1	1,000.00
Sills	Removal of damaged concrete sill. Form and pour new concert sill to match existing colour	600.00	1	600.00
Sills	Removal of damaged concrete sill. Form and pour new concert sill to match existing colour	800.00	2	1,600.00
Repointing	Repointing of brick where mortar is missing or deteriorated	1,100.00	1	1,100.00
Repointing	Repointing of stone where mortar is missing or deteriorated	900.00	1	900.00
Brick	Supply and installation of new brick best matching the existing brick.	2,880.00	1	2,880.00
Chimney	Supply and installation of new chimney cap.	1,200.00	1	1,200.00
Equipment	Elevated work platform	1,750.00	1	1,750.00
Other	Safety and property protection equipment	1,000.00	1	1,000.00
Repointing	Repointing of brick where mortar is missing or deteriorated at lower base of rear chimney	1,000.00	1	1,000.00
Subtotal				13,030.00
HST 13%				1,693.90
Estimate Total (CAD)				\$14,723.90

This estimate was sent using 

Snell Stone Masonry
 75 Tamarack Ave
 Sault Ste. Marie ON P6A5K9
 Canada



Mark Coleman
 191 Pim st

Estimate # 0000018
 Estimate Date July 9, 2018
Estimate Total (CAD) \$10,791.50

Item	Description	Unit Cost	Quantity	Line Total
Sills	Removal of damaged concrete sill. Form and pour new concert sill to match existing colour	1,000.00	3	3,000.00
Repointing	Repointing of Stone where mortar is missing or deteriorated	1,350.00	1	1,350.00
Brick	Supply and installation of new brick best matching the existing brick. Replacement of upper window arch	1,200.00	1	1,200.00
Chimney	Removal and disposal of damaged existing chimney, supply and installation of new chimney and replace damaged flashing	2,800.00	1	2,800.00
Repointing	Repointing of brick where mortar is missing or deteriorated	1,200.00	1	1,200.00
Subtotal				9,550.00
HST 13%				1,241.50
Estimate Total (CAD)				\$10,791.50

This estimate was sent using  FRESHBOOKS

Snell Stone Masonry
 75 Tamarack Ave
 Sault Ste. Marie ON P6A5K9
 Canada



Mark Coleman
 189 Pim st

Estimate # 0000017
 Estimate Date July 9, 2018
Estimate Total (CAD) \$8,814.00

Item	Description	Unit Cost	Quantity	Line Total
Brick	Supply and installation of new brick best matching the existing brick. Replace window arch	1,200.00	1	1,200.00
Repointing	Repointing of Stone where mortar is missing or deteriorated	1,200.00	1	1,200.00
Chimney	Removal and disposal of damaged existing chimney, supply and installation of new chimney and replace damaged flashing. Installation of new concrete chimney cap.	2,800.00	1	2,800.00
Repointing	Repointing of brick where mortar is missing or deteriorated	800.00	1	800.00
Sills	Removal of damaged concrete sill. Form and pour new concrete sill to match existing colour	900.00	2	1,800.00
Subtotal				7,800.00
HST 13%				1,014.00
Estimate Total (CAD)				\$8,814.00

This estimate was sent using  FRESHBOOKS

Snell Stone Masonry
 75 Tamarack Ave
 Sault Ste. Marie ON P6A5K9
 Canada



Mark Coleman
 780 Wellington st

Estimate # 0000016
 Estimate Date July 9, 2018
 Estimate Total (CAD) \$8,927.00

Item	Description	Unit Cost	Quantity	Line Total
Repointing	Repointing of brick where mortar is missing or deteriorated	2,500.00	1	2,500.00
Sills	Removal of damaged concrete sill. Form and pour new concert sill to match existing colour	1,000.00	3	3,000.00
Brick Repair	Removal of damaged existing brick, Supply and installation of new brick to best match the existing brick.	1,200.00	1	1,200.00
Repointing	Repointing of stone where mortar is missing or deteriorated	1,200.00	1	1,200.00
Subtotal				7,900.00
HST 13%				1,027.00
Estimate Total (CAD)				\$8,927.00

Notes

There is a possible fourth sill to be replaced at the wellington street entrance at the owners discretion

This estimate was sent using **FRESHBOOKS**

Snell Stone Masonry
 75 Tamarack Ave
 Sault Ste. Marie ON P6A5K9
 Canada

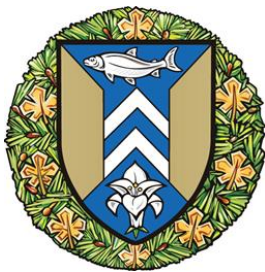


Mark Coleman
 778 Wellington St

Estimate # 0000015
 Estimate Date July 9, 2018
Estimate Total (CAD) \$27,447.70

Item	Description	Unit Cost	Quantity	Line Total
Chimney	Removal and disposal of damaged existing chimney, supply and installation of new chimney and replace damaged flashing	3,800.00	1	3,800.00
Chimney	(Rear Chimney)Removal and disposal of damaged existing chimney, supply and installation of new chimney and replace damaged flashing	4,200.00	1	4,200.00
Brick Repair	Removal of damaged existing brick, Supply and installation of new brick to best match the existing brick. removal of damaged flashing	3,890.00	1	3,890.00
Demolition	Removal and disposal of concrete step at back entrance form and pour new step and fill gap around existing pad and building	1,800.00	1	1,800.00
Flashing	Supply and installation of flashing on west facing parapet wall	3,000.00	1	3,000.00
Repointing	Repointing of brick where mortar is missing or deteriorated	2,400.00	1	2,400.00
Sills	Removal of damaged concrete sill. Form and pour new concert sill to match existing colour	1,000.00	2	2,000.00
Other	Safety site protection	1,000.00	1	1,000.00
Equipment	Elevated work platform	2,200.00	1	2,200.00
Subtotal				24,290.00
HST 13%				3,157.70
Estimate Total (CAD)				\$27,447.70

This estimate was sent using FRESHBOOKS



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

May 21, 2019

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

PURPOSE

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

BACKGROUND

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

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

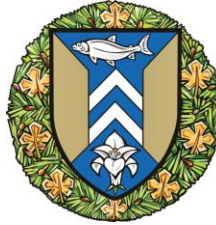
By-law 2019-89 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

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

The Corporation of the
City of Sault Ste. Marie



Community Development and
Enterprise Services
Nicole Maione
Manager of
Transit & Parking

2019 05 01

Karen Fields, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

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

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

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

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
747	Scott, Ryan	YMCA	235 McNabb St
748	Graham, Timoth	Pine/Allard Apts	751 Pine Street
749	Corbett, Thomas	G4S Secure Solutions	Sault Area Hosp/ 750 Great Northern Rd

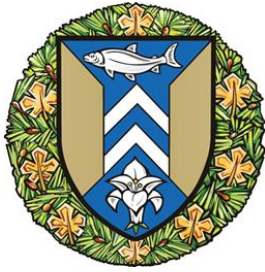
Would you please amend By-law 90-305 with the new attached Schedule "A."

Thank you.

Yours truly,

A handwritten signature in blue ink, appearing to read "Nicole Maione".

Nicole Maione
Manager of Transit and Parking



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Fire Chief Peter Johnson

DEPARTMENT: Fire Services

RE: Batchewana First Nation Rankin Reserve Fire Protection Agreement

PURPOSE

The purpose is to seek Mayor and Council approval for a five (5) year renewal to provide fire protection services for the Batchewana First Nations Rankin Reserve.

BACKGROUND

The City of Sault Ste. Marie and Fire Service has a long standing relationship that dates back to 1976 with Batchewana First Nations (BFN). Presently, an agreement to provide fire protection expired in December 2018. However, due to elections and the formation of BFN's new Council in April 2019, the agreement is now prepared to proceed.

ANALYSIS

Sault Ste. Marie Fire Service provides emergency response to the Rankin Reserve. This includes response for fires, medical response, auto-accidents resulting in extrication, carbon monoxide and commercial fire alarms. The renewed agreement has no changes to it, however annual formulary changes are included in our invoicing to determine the costs associated with the delivery of fire protection. The agreement is found elsewhere on the agenda for review.

FINANCIAL IMPLICATIONS

The Fire Protection agreement generates \$129,810 in revenue for the City of Sault Ste. Marie.

STRATEGIC PLAN / POLICY IMPACT

n/a

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved, that the report of the Fire Chief dated May 21, 2019 concerning the Fire Protection Agreement with the Batchewana First Nation Rankin Reserve 15D be approved for an additional five (5) year term. The relevant By-law # 2019-112 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Peter Johnson

Fire Chief

705.949.3333

p.johnson@cityssm.on.ca



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Batchewana First Nation – Rankin Traffic Access

PURPOSE

The purpose of this report is to obtain Council endorsement for two potential additional street connections to the Batchewana First Nation Rankin Reserve.

BACKGROUND

Attached are two letters from Chief Dean Sayers of the Batchewana First Nation requesting two additional street connections to the Rankin Reserve. The first is for a connection between the existing north limit of Anna Street and the south limit of Bawahting Miikun. The second is for a potential road connection to Batchewana Street southerly across the Huron Central Railway to Trunk Road, which is almost directly opposite the road access to White Pines Collegiate.

ANALYSIS

There are no traffic related reasons to object to either of these proposals; however, the City has obligations under the Environmental Assessment (EA) Act for any road extensions within City Limits.

Anna Street at Bawahting Miikun

This connection is essentially the removal of physical barriers and signage, and a very short road extension. There is a letter in City files dated March 2010 from the consulting engineer for Batchewana First Nation notifying residents on Anna Street of the construction of the road and services, but that there were no plans for a traffic connection to Anna Street. There was a one-foot strip of property in private ownership at the time which is now owned by the Batchewana First Nation. For reasons articulated in the attached letter, the Batchewana First Nation wishes to proceed with the connection.

Even though there is very little road work required, a Schedule B EA may be required under the EA Act. As a minimum, the City should notify the residents on Anna Street and in the immediate area and, based on interest generated, either proceed with the connection or conduct the EA. It is recommended that Council approve a letter be written to Chief Sayers advising that the City will proceed with notification to the residents. Staff

Batchewana First Nation – Rankin Traffic Access

2019 05 21

Page 2

will report back to Council with a recommended source of funds if a Schedule B EA is deemed necessary.

Batchewana Street at Trunk Road

This project will require a new road, a new at-grade rail crossing, and possibly a signalized intersection on Trunk Road. A Schedule B EA will be required. There could be EA requirements on the Batchewana First Nation side also, so there may be merit in jointly retaining one consultant to complete EA requirements for the road and obtain Transport Canada and Huron-Central approvals for the rail crossing.

It is recommended that Council approve that a letter be sent to Chief Sayers advising that the City endorses this undertaking in principle and is willing to assist with the environmental assessment work required. Staff will report back to Council when the path forward is known and recommend a source of funds for the City's portion.

FINANCIAL IMPLICATIONS

There are no significant capital funds required for the Anna Street connection. There will be a modest study cost if an EA is required. The City portion of capital for the Batchewana Street connection to Trunk Road is not known at this time, but in all likelihood can be allocated within a future capital roads plan. Funding for the City's portion of EA work will be recommended in future reports to Council.

STRATEGIC PLAN / POLICY IMPACT

Traffic circulation with neighboring jurisdictions is linked to the 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 05 21 be received, and that the recommendations to write two letters of support to the Batchewana First Nation for two new traffic connections to the Rankin Reserve, be approved.

Respectfully submitted,



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



BATCHEWANA FIRST NATION OF OJIBWAYS

RANKIN RESERVE 15D
GOULAIS BAY RESERVE 15A
OBADJIWAN RESERVE 15E
WHITEFISH ISLAND 15

Administration Office 236 Frontenac Street
Rankin Reserve 15D
Batchewana First Nation, Ontario P6A 6Z1
Ph. (705) 759-0914 / C&C Fax (705) 759-8213
www.batchewana.ca

April 15, 2019

Mr. A. Horsman, CAO
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Mr. Horsman

Subject: Anna Street at Bawahting Miikun

It is the request of the Batchewana First Nation to have a traffic connection to Anna Street at Bawahting Miikun as a thru-way.

Presently, Anna Street is barricaded at Bawahting Miikun as part of the 2010 Agreement. The Agreement was set in this manner due to a one (1') foot boundary owned by Mr. Farquhar. As Mr. Farquhar has passed away some time ago, and through combined efforts with the City of Sault Ste. Marie, Batchewana First Nation was successful in purchasing the one (1') foot boundary.

With the purchase of this one (1') foot boundary, and Batchewana First Nation anticipating growth on the Rankin Reserve, north of Bawahting Miikun near Anna Street, it would be helpful to access Anna Street as a thru-way in order to help alleviate the traffic pressures. This would also provide better access for snow removal and emergency services as well. At present more than two hundred (200) homes and businesses use Vera Street as the main access and at peak traffic times a congestion of traffic hinders the continuous flow.

Batchewana First Nation is willing to work with the City of Sault Ste. Marie to construct Anna Street at Bawahting Miikun to a thru-way to help alleviate the bottleneck of congestion for the two hundred (200) homes and businesses on Batchewana First Nation.

Yours truly

Chief Dean Sayers

:sk

cc

L. Girardi, Director of Public Works & Transportation
S. Hamilton Beach, Deputy Director Public Works & Transportation
E. Dubois, Capital Manager, BFN
A. Lidstone, O&M Manager, BFN
K. Lambert, BFN CEO
BFN Council



BATCHEWANA FIRST NATION OF OJIBWAYS

RANKIN RESERVE 15D
GOULAIS BAY RESERVE 15A
OBADJIWAN RESERVE 15E
WHITEFISH ISLAND 15

Administration Office 236 Frontenac Street
Rankin Reserve 15D
Batchewana First Nation, Ontario P6A 6Z1
Ph. (705) 759-0914 / C&C Fax (705) 759-8213
www.batchewana.ca

April 15, 2019

Mr. A. Horsman, CAO
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Mr. Horsman

Subject: Batchewana Street at Trunk Road

Batchewana First Nation is requesting the support of the City of Sault Ste. Marie in the form of a letter regarding a traffic connection between Batchewana Street and Trunk Road.

Presently Batchewana Street stops at Frontenac Street due to land usage by Huron Central Railway. With Batchewana First Nation anticipating growth to the Rankin Reserve residency and further growth of businesses, it would be helpful to access Trunk Road at Batchewana Street. This traffic change would assist in the traffic flow to businesses and residential areas in Rankin Reserve and increase safety regarding the high school youth that access this corridor.

Further, this proposal would alleviate the traffic pressures at Frontenac Street and Adeline Street and Vera Street and Adeline Street.

Batchewana First Nation thanks you in advance for your willingness to work collaboratively on this issue of traffic safety.

Yours truly

Chief Dean Sayers

:sk

cc

L. Girardi, Director of Public Works & Transportation
S. Hamilton Beach, Deputy Director Public Works & Transportation
E. Dubois, Capital Manager, BFN
A. Lidstone, O&M Manager, BFN
K. Lambert, BFN CEO
BFN Council



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, Director

DEPARTMENT: Public Works and Engineering Services

RE: ESA Contractor License Application

PURPOSE

The purpose of this report is to delegate authority to the Director of Public Works to be identified as a Director of the Corporation on the application for our Electrical Safety Authority (“ESA”) Contractor License Application. Council is also asked to grant the Director of Public Works the signing authority with respect to any documents associated with this application and ongoing renewal of the license.

BACKGROUND

The Traffic Division of Public Works and Engineering Services has applied to the Electrical Safety Authority for a Contractor License. As part of the application, the Directors of the Corporation are to be listed on the application. As the City of Sault Ste. Marie is not structured as a regular corporation, we require signing authority. The ESA has stated that they will accept this designate.

ANALYSIS

The Traffic Division of Public Works and Engineering Services (PWES) is pursuing obtaining an ESA Contractor License to allow PWES to potentially become the Electrical Contractor for all city- owned facilities. The current electricians employed by the City of Sault Ste. Marie focus on maintaining the City’s traffic infrastructure and assisting with pump station maintenance. Over the last few years, the City’s electricians have become more involved with maintenance and new work at the Public Works site.

The Traffic Division has always had a very close and positive working relationship with the Electrical Safety Authority. Electrical safety and awareness has always been a priority of both groups. It is out of these priorities that it would be a natural fit for the City of Sault Ste. Marie to obtain an ESA Contractor License and to continue to develop and grow this relationship and expand its duties and responsibilities beyond our site at 128 Sackville Rd.

The City’s main priority will be the traffic control signals but as the PWES apprenticeship program develops, the potential level of service with the Corporation may expand.

FINANCIAL IMPLICATIONS

Application costs and any ongoing fees will be funded through the Traffic Division's Operational budget.

STRATEGIC PLAN / POLICY IMPACT

Obtaining our ESA Contractor License helps to support a number of areas in the Corporate Strategic Plan. Infrastructure – Asset Management, Maintaining Existing Infrastructure and Community Development Partnership – Develop Partnerships. Dealing with it on a daily basis, maintaining current infrastructure cost effectively is the basis for a strong community. Developing relationships with the local educational partners in the electrical industry, through a renewed apprenticeship program, is helping the City of Sault Ste. Marie take part in investing in the future.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Direct the Legal Department to draft the appropriate bylaw granting the authority for the Director of Publics Works to be listed as the Director with signing authority for the application for the ESA Contractor License Agreement and to thereafter have signing authority on behalf of the City of Sault Ste. Marie with regards to the ESA Contractor License agreement and renewals.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Director, Public Works
705.759.5207
s.hamiltonbeach@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Property Declared Surplus – 25 Donna Drive

PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31595-0333 (LT) BLK A PL H534 KORAH; SAULT STE. MARIE, being civic 25 Donna Drive be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a map of 25 Donna Drive, the "Subject Property".

BACKGROUND

The Legal Department received a request on November 30, 2015 from Robert J. Dumanski (Laidlaw Paciocco Dumanski Spadafora & Johnson LLP) on behalf of his client 1890714 Ontario Inc. to ascertain if the Subject Property could be declared surplus. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comment ("SSMRCA"). The Legal Department was advised that the City should retain ownership of this property.

In late 2018, a request to declare 25 Donna Drive surplus was again brought to the attention of the Legal Department by Mr. Dumanski on behalf of his client. The request was recirculated to various City Departments and the SSMRCA. The Public Works & Engineering Services Department recommends that the Subject Property be declared surplus. Although zoned Parkland, the Subject Property has always been "part" of the school grounds and was previously maintained by the Algoma District School Board and now the abutting owner. The limited frontage would make a proper public/crew access very difficult.

The Engineering Department has no objections.

The Planning Department has advised that for all intents and purposes, the Subject Property is currently landlocked. If the property is sold to the abutting owner it will be

merged with the abutting property and will no longer be landlocked. Planning has no objection to the Subject Property being declared surplus.

The Building Department also has no objection to the sale of the Subject Property, however, noted that the property is zoned Parkland, Parks & Recreation zone and may need rezoning regarding future development.

The Community Development & Enterprise Services Department has no issue with declaring this property surplus.

The SSMRCA advised that the Subject Property is not located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176-06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. SSMRCA does not object to the intent to declare the Subject Property surplus.

ANALYSIS

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page with the notation that it will be sold to the abutting property owner.

FINANCIAL IMPLICATIONS / POLICY IMPACT

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

COUNCIL DIRECTION

It is therefore recommended that Council take the following action:

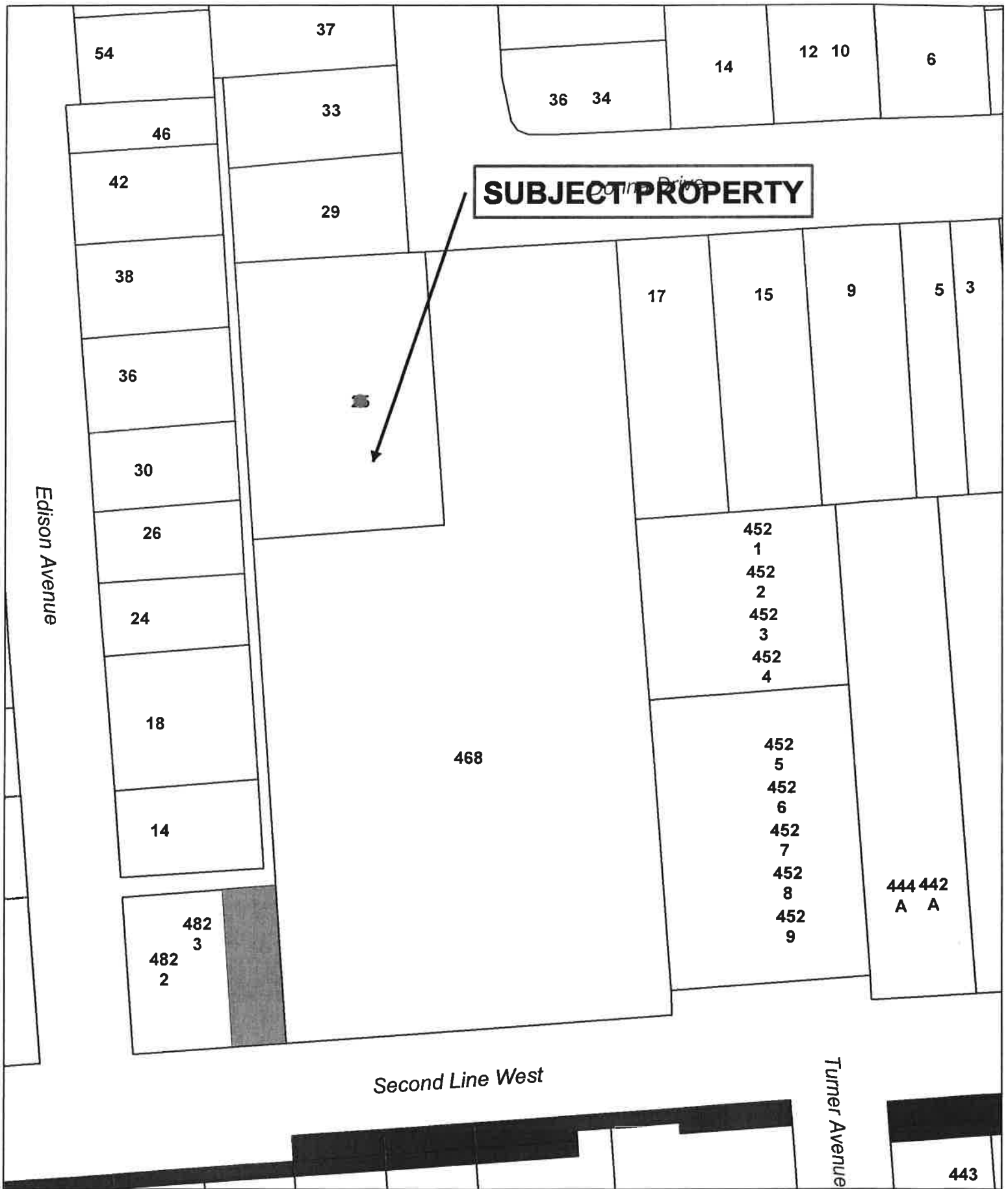
That City Council declare the City owned property described as PIN 31595-0333 (LT) BLK A PL H534 KORAH; SAULT STE. MARIE, being civic 25 Donna Drive, surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land, to the abutting owner. By-law 2019-116 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
MBS/da
Attachment

LEGAL\STAFF\COUNCIL\REPORTS\2019\PROPERTY DECLARED SURPLUS - 25 DONNA DRIVE.DOCX



SCHEDULE "A"



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: R1.5 – Animal Care and Control By-law – Dog At-Large and Amendments

PURPOSE

The purpose of this report is to respond to a June 11, 2018 Council resolution regarding possible improvements to the enforcement of “dog At-Large” complaints within the City and to recommend the updated and substantially amended Animal Care and Control By-law to more effectively respond to such complaints as well as other animal related concerns.

BACKGROUND

The Legal Department in collaboration with the Sault Ste. Marie Humane Society (hereinafter: “Society”) undertook a large-scale consolidation and review of its animal control legislation extending the same to animal care in June of 2018.

At that time, the following resolution was tabled:

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

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

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

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

The referenced Council resolution and the need to make the by-law more functional for localized issues, such as, unsanctioned breeding, selling, and appropriate boarding of animals within the city, lead to the recommended changes as noted in the below analysis.

The proposed amendments ensure that the applicable enforcement Agency, being the Society, can more efficiently and globally address animal related complaints at a local level.

ANALYSIS

The Legal Department worked alongside the Society, in drafting the amended by-law to best regulate localized issues within the City. This resulted in a line by line review and analysis of the past by-law and various amendments to achieve effective enforcement of the localized issues in addition to dogs being At Large. These amendments include the following:

- Primarily, the focus was to ensure sanctions both immediate and via the courts to address At-Large animals. Therefore, we reinserted language around a third conviction and impoundment, meaning that a dog known to be continuously at-large can be held by the Pound Keeper until they are satisfied that the owner has taken all measures to ensure the dog from escaping. Further, the Society needed to establish ownership under the past versions of City related animal by-laws, making the assertion of a charge more difficult. In cases where individuals do not register their dog or do not come forward to claim it as their own, the Society's hands were tied rendering enforcement and prosecutorial action impossible. The Society has and continues to respond and enforce, where possible, the infraction of a dog At-Large. Complaints can continue to be directed to the Society and ensures action will be taken where they can properly identify the owner and successfully retrieve the dog.
- The high standards for animal care in the past by-law remain and were inspired by other municipalities who took a forward step to see better care for animals. These provisions, along with others, have not changed drastically, however; as deemed a point of difficulty in the bullet above, they have been expanded to capture a larger audience. The original by-law sought to hold the owner of the animal accountable for infractions. Now, under the proposed amended by-law, a person having care and control of

the animal may also be subject to a sanction for many provisions, including: a dog At-Large, proper care for the animal, an attacking or biting dog, an animal causing a nuisance, control in off-leash areas, as well as the stoop and scoop provision. This will enable more flexibility to the prosecution and a more generalized enforcement approach from the Society. The general penalty provision has also been updated to support more flexible enforcement by holding either an owner or person having care and control of the animal accountable. The impact of the above is to facilitate enforcement by eliminating the prosecutions requirement to establish ownership.

- Notably, is also the approach taken to combat unsanctioned breeders that operate within the City. The call to limit the number of dog and cats allowable has always been debated and ultimately included in this amended version to prevent and allow the Society a greater reach when dealing with the above. The inclusion of a discretionary exemption applicable by the Society's Pound Keeper was added for application in specific situation where animal care is not of concern. Generally, the new by-law will see the allotment of three (3) dogs, and five (5) cats, per household, all of which must be kept in regards to the general care provisions under the by-law. Other municipalities of like size and structure have experienced success with the narrower allotment. It goes without saying that the Pound Keepers discretion will be tested at the early onset implementing this provision. Phasing this in for households that have more than the allotted animals will be carefully monitored. Ultimately the goal will remain to protect animals that are poorly cared for.
- A licensing requirement for cats was added. The population of cats within the City, which greatly exceeds the number of dogs, will require an annual licence similar to the current dog licence requirements. This consideration is applied in other municipalities, such as Sudbury. This will help the Society control the number of animals per household and ensure an additional revenue source to fund their activities. Cat owners will not need to licence their cat immediately. The licensing provision for a cat will take full force and effect as of January 1, 2020, allowing cat owners until March 31, 2020 to acquire the mandatory licence. It should further be noted that cats are always encouraged to reside indoors, but in the event they escape, having the mandatory licence will further assist the Society with their retrieval.

- Provisions that would likely not survive court scrutiny have been removed to aid in maintaining the overall integrity of the by-law. Primarily being the mandatory spaying or neutering of an animal. This amendment may seem inconsistent with the goal to reduce unsanctioned breeding, but enforcement will be fruitful from the more stringent kennel provisions. Further, this allows for consistency with the by-laws prior stipulated fee increase for an unaltered dog. Furthermore, the aforesaid structured animal number allotment will play a large role in striking a balance regarding overpopulating.
- Paragraph 3(j) of the Schedule prohibiting zoos has been updated to be more consistent with the grandfather clause as debated before Council during the time of enacting the new by-law. This was completed in order to be encompassing of any agreement with the City that may be reached and to ensure the exempt zoo is being lawfully kept. The same amendment is present within the prohibited animal provisions. To be clear, Spruce Haven will continue to be exempt as requested in a past Council vote, however; the wording has been amended to more accurately depict the grandfather clause sought. The requirement of “any agreement” be entered into and the fact that the zoo be “lawfully kept” have been added.
- The Society’s desire to revive the Dangerous Dog applications and the Committee in support of the same following a recent conference was also considered. It was felt that with the *Dog Owners’ Liability Act* would cause the above Committee to be redundant, but with growing court dockets, orders take more time than desired. The revival of the Dangerous Dog Committee will see a dog held for approximately 15 days compared to the four (4) to sixteen (16) month window under the court route. In the past, the Society has seen a dog held for over a year and a half before a court decision was rendered. This raises concerns for the wellbeing of the dog. Further, Legal supports this as a means to reduce liability as a rightfully deemed dangerous dog will see the applicable restriction apply more immediately and with less stress to the animal and owners.
- A reduction to the requirement for persistent barking was also added to this version reducing twenty (20) minutes to ten (10) minutes.
- Other amendments include reducing redundant definitions wherein the plain language would suffice.

FINANCIAL IMPLICATIONS

While the implementation of such amendment may increase the volume of calls received by the Society, they currently receive a significant number of complaints without the authority to rectify the situation. By having the power to address these incidents in their early stages, it will avoid the increased costs associated with more serious infractions.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor dated 2019 05 21 concerning Animal Care and Control By-law be received and that a Dangerous Dog Committee be re-established under the said by-law;

Further that Councillors _____, _____,
_____ & _____ be appointed to the Dangerous
Dog Committee from May 21, 2019 to December 31, 2020;

Furthermore, that By-law 2019-117, being the revised City of Sault Ste. Marie Animal Care and Control By-law, appears elsewhere on the Agenda and is approved as per recommendation of the Solicitor/Prosecutor.

Respectfully submitted,



Jeffrey King
Prosecutor/Solicitor

JK/



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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Ruscio/Martella – 22 MacDonald Avenue – Zoning By-law 2019-80/2019-81 – Zoning Application A-8-19-Z

PURPOSE

The purpose of this report is to advise Council of two appeals that have been filed regarding Zoning By-law 2019-80. First, an appeal was filed by Mary Loretta Harrison in the Clerk's Office on Tuesday, April 30, 2019. A second appeal was filed by Lynden Pond in the Clerk's Office on Friday, May 3, 2019.

Under the provisions of the *Planning Act*, R.S.O. 1990 the Legal Department has sent a package of material to the Local Planning Appeal Tribunal (LPAT) and in due course the LPAT will set a hearing date for the appeal if LPAT decides that the issues raised in the appeals warrant a hearing.

BACKGROUND

City Council passed By-laws 2019-80 and 2019-81 on April 15, 2019. The purpose of By-law 2019-80 is to change the zone designation of 22 MacDonald Avenue 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 stories.
2. That the maximum required lot coverage for the apartment building be increased to 35% from 33%.

The purpose of By-law 2019-81 is to designate the lands located at 22 MacDonald Avenue an area of site plan control. No appeal has been filed in relation to By-law 2019-81.

As required by the *Planning Act* notice was sent to all residents within 120m from the subject lands. The above two Appeals relate to Zoning By-law 2019-80 and were filed pursuant to Section 34(19) of the Planning Act.

ANALYSIS

A copy of the appeals may be viewed in the Legal Department

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

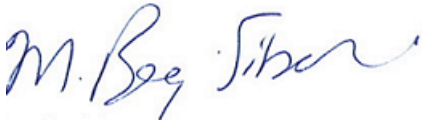
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that Council accept this report as information and pass a resolution confirming that despite the appeals, Council wishes to proceed with Zoning By-law 2019-80.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "M. Borowicz-Sibenik".

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj

Enclosure

P1.1(1)\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2019\2019-80(Z) 2019-81(DC) 22 MacDonald Avenue\LPAT Appeal - Report to Council.docx



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

COUNCIL REPORT

May 21, 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: Update – Municipal Transient Accommodation Tax

PURPOSE

The purpose of this report is to provide an update on the Municipal Transient Accommodation Tax (MAT) transfers to the Sault Ste. Marie Economic Development Corporation (SSMEDC) and seek Council approval to enter into an agreement with the SSMEDC to transfer the 2019 MAT allotment.

BACKGROUND

In 2017, the Province of Ontario passed Bill 127, Stronger, Healthier, Ontario Act 2017 that among other things amended the Municipal Act, 2006 to provide municipalities with the legislative authority to levy a tax on transient accommodations of 30 days or less.

All municipalities that adopted an accommodation tax but also had an existing destination marketing fee would be required to share their hotel tax revenue with the appropriate not-for-profit tourism organization in an amount that matches the total revenue generated by the DMF program in place prior to the new tax being implemented.

On August 13, 2018, City Council passed the following resolution:

Resolved that the Corporation of the City of Sault Ste. Marie implement a municipal transient accommodation tax effective January 1, 2019 consistent with the requirements prescribed under O Reg. 435/17 Transient Accommodation Tax; and

Further that the Chief Administrative Officer, Chief Financial Officer/Treasurer, Deputy CAO - Community Development and Enterprise Services and SSMEDC Executive Director develop the framework to administer and implement the tax; and

Further that an Advisory Committee consisting of City staff, SSMEDC staff and representatives from the accommodation partners report back for Council approval prior to actual allocation of the tax revenue in 2019 with a revised City/SSMEDC MOU to reflect the use of the tax revenue for promotion of tourism including product development; and,

Further that the revised City/SSMEDC MOU include a provision for affected short term accommodation stakeholders to have input on use of the funds to promote tourism.

Revenue shared with an eligible tourism entity must be used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products. The regulations also require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose outlined above.

ANALYSIS

City staff has been working with the SSMEDC and accommodation partners that were involved in the previous DMF. Progress is being made to establish a framework for the allocation of the MAT proceeds which will inform the finalization of an MOU. However, given the framework is not finalized at this point, staff is recommending that an agreement be approved which will provide the 2019 MAT proceeds obligated to be provided by the City.

The DMF proceeds for 2018 were \$732,700 and, as per the legislation and mentioned above, the City is required to share their hotel tax revenue with the SSMEDC in an amount that matches the total revenue generated by the DMF program in place prior to the new tax being implemented.

This will enable the SSMEDC to execute their planned tourism promotion spending for 2019 which was developed with the accommodation partners and is consistent with their strategic plan. Further, the MOU signed with the SSMEDC does already

include a number of metrics that the SSMEDC must report on related to the tourism sector and provide a measure of accountability for this funding.

For further clarity, 2019 will be operated consistently with the funding level and activities supported by the SSMEDC and accommodation partners previously.

Staff will return to City Council later this year with a framework and agreement for Council approval which will outline how the additional funds will be allocated to advance the tourism sector.

FINANCIAL IMPLICATIONS

The MAT tax is presently being collected and the City is obligated to provide the \$732,700 in 2019. Staff is confident the funds generated by the MAT will cover the costs of this transfer to the SSMEDC, should receipts be lower than this amount the City is not obligated to provide funding beyond what is received (and less administration costs).

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the corporate Strategic Plan

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 05 21 be approved.

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

Respectfully submitted,



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 21, 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: City Brand and Visual Identity

PURPOSE

The purpose of the report is to seek Council's approval of the new City brand and visual identity developed through a design process led by the FutureSSM team.

BACKGROUND

An extensive process has been undertaken to develop a new brand and visual identity for the City of Sault Ste. Marie and for community promotion with partners including the Sault Ste. Marie Economic Development Corporation and Tourism SSM, Algoma University and Sault College. The process timeline is below:

- **Spring 2017** - Community Adjustment Committee recommends Sault Ste. Marie better promote our community. "We need to develop a broad and cohesive community brand and communications strategy that celebrates our strengths, improves community spirit and sells our community to the world at large."
- **May 2017** – Using funds left available from the Community Adjustment Committee funding, an RFP process awards Trajectory the first phase of developing a community visual identity and promotion strategy.
- **June 2017** - Trajectory begins work to update and develop a community visual identity and promotion strategy.
- **June 2017 - April 2018** - Trajectory engages and consults with over 500 participants with four workshops, 461 survey responses and 15 one-on-one sessions.
- **June 2018** - Trajectory presents its final report, 'Sault Ste. Marie Brand Evolution', to City Council.
- **September 2018** - A Steering Committee is formed comprised of City staff and FutureSSM project team members, Algoma University, Sault College, Tourism Sault Ste. Marie, and the Sault Ste. Marie Economic Development Corporation. The Visual Identity & Branding Steering Committee was critical in gathering feedback, thoughts and opinions from community members, and taking that

feedback to explore and refine Sault Ste. Marie's approach to the project. Visual Identity & Branding Steering Committee members include:

- Tom Vair, Deputy CAO, Community Development & Enterprise Services
 - Brent Krmpotich, Director of Enrollment Management and International Operations
 - Tony Bitonti, Senior Planner Marketing & Creative Services, Sault College
 - Dan Hollingsworth, Executive Director, Sault Ste. Marie Economic Development Corporation and Tourism Sault Ste. Marie
 - Ally Brown, Graphic Designer, Tourism Sault Ste. Marie
 - Tessa Vecchio, Corporate Communications Officer, City of Sault Ste. Marie
 - Marc Foggia, Web Content Specialist, City of Sault Ste. Marie
 - Travis Anderson, FutureSSM Project Manager
 - Katie Elliott, FutureSSM Communications Coordinator
- **October 2018** - RFP process awards Scott Thornley & Company (STC) to build on Trajectory's report to assess, improve and develop the community's current visual identity and promotional efforts. STC conducts over 15 one-on-one interviews with community leaders and stakeholders. During a series of two pop-up sessions at Algoma University and Sault College, and 12 consultation workshops with 150+ participants, STC undertakes a positioning exercise that presents seven areas of exploration. Based on feedback from these sessions, the following areas were selected to build upon:
 - Sault Ste. Marie is a Meeting Ground.
 - Sault Ste. Marie has Positive Energy.
 - There's a Spirit of Place.
 - **November 2018** - Based on stakeholder and community feedback from the areas of exploration, four Theme Areas are developed and reviewed with the Steering Committee and stakeholders for feedback. A competitive review (examining other municipalities) is also completed by STC to help guide the process.
 - **January 2019** - A Brand Platform is presented to 150+ community members and stakeholders via 11 consultation sessions, several one-on-one meetings and one pop-up session at the Sault Ste. Marie Soup Kitchen Community Centre. Members from many diverse organizations and businesses participated in the process. This is in addition to general community members who provided feedback at public 'pop-up' sessions. Participants included individuals from the following organizations:
 - Community Development Roundtable
 - Sault College Student's Union
 - Algoma Country Tourism
 - Sault Ste. Marie Local Immigration Partnership
 - Tourism Sault Ste. Marie

- Sault Ste. Marie Innovation Centre
- Sault Ste. Marie Economic Development Corporation
- STRIVE Young Professionals Group of Sault Ste. Marie
- Downtown Association
- Village Media
- Algoma Workforce Development Corporation
- NORDIK Institute (Urban Indigenous Youth for Change)
- Great Lakes Music Institute
- Algoma University
- Sault College
- STEaM
- Sault College Indigenous Initiatives
- Garden River First Nation
- Parks Canada
- Village Electric
- Ermatinger Clerge National Historic Site
- Canadian Bushplane Heritage Centre
- Community Development Corporation of Sault Ste. Marie
- Velorution
- Destination Ontario
- Algoma University Indigenous Initiatives
- Outspoken Brewing
- Delta Hotel
- Mayor's Youth Advisory Council
- Indigenous Friendship Centre
- Sault Ste. Marie Soup Kitchen Community Centre
- Algoma Steel
- Algoma District School Board
- District of Sault Ste. Marie Social Services Administration Board
- Metis Nation of Ontario
- The Catalina Motel
- + others

Based on the feedback from community members, the Steering Committee worked with STC over the course of a month to narrow the focus of the story and visual identity. The culmination of all of this work has led to the final brand story and visual identity guide. A hyperlink is provided due to the file sizes. Printed copies will be available for Council members at the Council meeting.

https://futuressm.com/UploadedFiles/files/SSM_BrandStory-StyleGuide.pdf

ANALYSIS

Visual identity, branding & promotional efforts are part of the larger community vision to build a place where people want to visit, live and do business. The impact of a powerful

place brand has been well documented and the City of Sault Ste. Marie is employing industry best practices.

The City of Sault Ste. Marie exists in a competitive environment. Taking the step to rebrand our municipality is one way that Sault Ste. Marie will stand out when promoting our community. Whether we're competing for businesses, travelers, new residents or students, the way we tell our story matters. By being bold and confident in how we tell our story, we will inspire others in the community to do the same.

The story of Sault Ste. Marie is about people, ideas, history, geography and innovation and it needs to resonate with both stakeholders and target audiences and be adaptable for tourism, economic development and city building.

This is not just about a logo, name or tagline. It is about collectively, as a community, telling our story and building a platform and strategy around it that attracts others who share that vision. A brand considers your reputation, your stakeholders and the many ways in which our story is told. How you 'show up' everywhere from signage, to City communications, to economic development trade fairs, to a Google search. All of these media (and more) need to be considered.

Our brand must resonate with our desired target audiences while also feeling authentic to our City's many stakeholders, which is why engagement has been such a critical component of this project.

The result is a brand that has come directly from the collective stories, histories and future aspirations of our community.

Objective:

1. Lift up community and build pride.
2. Attract people (visitors, employers and employees).

We have a great opportunity in front of us to enhance our visual identity and create alignment on promotional material that succinctly tells the story of our community. A story that provides not only pride of place for locals, but is open and inclusive, and able to assist with attracting businesses and newcomers.

Audience:

1. The community of Sault Ste. Marie
2. Employers (Investment and Economic Development)
3. Youth (Attract Millennials to stay and move to Sault Ste. Marie)
4. Tourism (Increase tourism)

Strategy:

- Focus on youth (in and outside of Sault Ste. Marie)
- Build a platform for good-news stories (about people, research, organizations and other positive developments).
- Lift people up and build community.
- Be aspirational and future-focused. Attract people and businesses.

The broad consensus heard from the community was supportive of the brand and visual identity brought to City Council for approval. This has been a rigorous process to ensure that the brand the City rolls out will help achieve immediate and measurable objectives today and well into the future.

It is also important to note that we have full support from the SSM Economic Development Corporation, Tourism SSM, Algoma University and Sault College for this brand and associated promotional messaging. This was a key goal at the outset of the project and provides an opportunity to have these organizations working together to amplify the messaging and brand of Sault Ste. Marie.

It is important to note that the City will be taking a phased-in approach to implement the new visual identity. During this phased-in approach, the old and new visual identity will co-exist until such time that all applications are converted.

A phased-in approach is more cost-effective and fiscally responsible, allowing for all City departments to plan for the transition and properly allocate funds. A phased-in approach will also allow time for key audiences (youth, the community of Sault Ste. Marie, tourists, employers, and potential newcomers) to adjust to the new visual identity; in particular audiences internal to Sault Ste. Marie and provides the City with an opportunity to effectively communicate the change.

Effective communication will be essential to the success of this roll out and the implementation moving forward. FutureSSM staff and Corporate Communications are preparing these communications and a brand roll out plan which will convey the high level of consultation with community members, support and excitement for the new brand and professionalism of the package created for Sault Ste. Marie.

Staff is building on best practices from other communities and the advice of our consulting team at STC to launch the new brand effectively.

FINANCIAL IMPLICATIONS

The immediate costs related to the brand rollout will be undertaken through FutureSSM as allocated and budgeted for within the project. As indicated above, the broader

corporate roll-out of the logo will take place over time as items are being replaced and within departmental budgets.

STRATEGIC PLAN / POLICY IMPACT

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

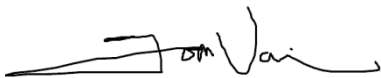
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 05 21 concerning the City visual identity and brand be received and,

Further, that Council approve the new logo and brand which will be used as the visual identity for the Corporation of the City of Sault Ste. Marie moving forward.

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 & Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-10-19-Z 726 Wellington Street West (BDI Holdings Inc. c/o Brandon Stubbs)

PURPOSE

The Applicant is seeking to rezone the subject property to permit the construction of a semi-detached dwelling, consisting of two dwelling units. To accommodate development, the existing single-detached dwelling will be demolished.

PROPOSED CHANGE

The Applicant, BDI Holdings Inc., is requesting to rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a special exception to:

- Reduce the south interior side yard from 3m to 1.2m.
- Reduce the north exterior side yard from 4.5m to 4m.
- Permit portions of the required parking spaces to be located in the north exterior side yard.
- Increase the maximum fence height in a required front yard from 0.9m to 1.8m.

Subject Property

- Location – located on the south east corner of Wellington Street West and Bainbridge Street.
- Lot Size – irregular shaped lot with approximately 21.8 metres (72') of frontage along Wellington Street West and 39.25 metres (129') of frontage along Bainbridge Street. Total area is 651 square metres (0.16 acres).
- Present Use – vacant single-detached dwelling.
- Owner – BDI Holdings Inc.

BACKGROUND

No other planning applications have been made for this property.

ANALYSIS

The Official Plan

The Official Plan designates the site as Residential, which provides for a mixture of housing types and promotes infill development. Higher density residential development that is compatible with the character of the neighbourhood in terms of massing and setbacks is encouraged.

Applicable residential policies are outlined as follows:

R.1: A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.

R.2: Low and high density development should be integrated and compatible in density, height and building setbacks.

R.4: Small scale intensification may be permitted in all residential areas, unless adequate supporting infrastructure is not available or significant physical constraints exist.

A semi-detached dwelling in a neighbourhood predominantly consisting of single-detached dwellings, contributes to the mixture of housing types that could also potentially support a diversity of ownership and tenure forms.

This proposal is an example of a low-moderate density residential dwelling that can be integrated within the existing neighbourhood, which is characterized as low density. No land use impacts are anticipated from permitting a semi-detached dwelling and its associated increased density.

The proposal meets the definition of small-scale intensification. A semi-detached dwelling is a minor departure from what is permitted and already existing in the neighbourhood. The subject property is within the built-up area of the city and well supported by infrastructure, including an identified urban arterial roadway (Wellington Street West). No significant physical constraints exist.

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council's decision to be consistent with the PPS.

Promoting intensification, efficient development, redevelopment of appropriate sites, and a range and mix of housing types and densities are applicable policies found within the PPS. The PPS supports this proposal.

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. The proposal supports the Growth Plan's policies of optimizing the use of existing infrastructure and does not conflict with any of the Plan's policies.

Comments

Neighbourhood Character

The area surrounding the subject property is primarily single-detached residential, with commercial uses located approximately 180 metres (590') north at the intersection of Wellington Street West and Second Line West. Directly across Bainbridge Street is a recently approved triplex. According to Municipal Property Assessment Corporation (MPAC) data, a number of nearby dwellings have been converted to duplexes along Wellington Street West.

Given the size of the subject lot, the existing land uses and multi-family dwellings in the neighbourhood, the proposal represents a minor and acceptable departure from what is permitted and what currently exists.

Intensity and Size of Development

Frontage

The subject property has approximately 21.8 metres (72') of frontage along Wellington Street West. Bainbridge Street, which is where the proposed development is orientated, has 39.25 metres (129') of frontage.

R3 regulations specify a minimum frontage of 18 metres.

Setbacks

Two setback reductions are being sought:

- North exterior side yard: from 4.5 metres to 4 metres (0.5 metre reduction).
- South interior side yard: from 3 metres to 1.2 metres (1.8 metre reduction).

The north exterior side yard reduction is to permit a minor encroachment of the dwelling structure into the required exterior side yard.

The applicant is also seeking a reduction to the south interior side yard setback. Interior side yard setbacks for semi-detached dwellings are intended to accommodate a driveway and parking space beside the unit. In this case, the applicant is proposing a consolidated parking area and there will be no driveway within the south interior side yard. Therefore, the setback reduction is appropriate and recommended. The proposed setback distance is typical for this neighbourhood.

Lot coverage and size

The lot coverage percentage is one indicator of the intensity of development. A greater percentage suggests a higher concentration of development and use on a site. The proposal presents a single-story development with a lot coverage percentage of 26%, which is significantly lower than the 40% maximum specified in the R3 zoning regulations.

The subject lot is 651 square metres, which exceeds the minimum lot size requirement for a semi-detached dwelling in the R3 zone, which is 600 square metres.

Parking and Access

The three parking spaces proposed adhere to the minimum parking requirements.

A portion of the spaces are within the north exterior side yard, which the zoning by-law does not permit. The geometry of the lot is somewhat challenging, as it gradually narrows from west to east, resulting in the spaces occupying the narrow segment of the property.

The proposed parking configuration shifts parking access from a busy urban arterial road (Wellington Street West) onto a quiet residential street, which optimizes access management to and from the property.

Given that there are no anticipated land use impacts with parking and access, it is appropriate to permit parking in this side yard.

Fencing

Fence Height

A 1.8 metre high perimeter fence is proposed to delineate the amenity space within the front yard, exceeding the maximum permitted height of 0.9 metres. The subject property is a corner lot and the semi-detached structure is orientated towards the exterior side lot line (Bainbridge Street), resulting in the location of amenity space in the front yard. Permitting higher fencing to maintain privacy is appropriate in order to accommodate infill development on this site.

Deck Projection

A covered patio is proposed to project 3.05 metres into the required front yard, which exceeds the by-laws maximum of 2.5 metres; however, a 7.5 metre separation between the existing property line to the edge of the patio is maintained.

This degree of separation between a structure and property line is typical of many properties along this side of Wellington Street West.

Consultation

Circulated Agencies

The following Departments/Agencies commented on this application as part of the consultation process:

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

Engineering division states that before the applicant obtains a culvert permit, direction of the municipal ditch flow should be confirmed. Drainage should also be directed away from the adjacent lot.

Building division states that a swing calculation may be required to confirm clearance from the power lines. Upon further discussion with the building division, a condition will be placed on the fence permit that will require the owner to remove any fencing within the daylight triangle should Wellington Street be widened.

Public Comments – Submissions

As of the date this report was written, planning staff received one submission from the abutting neighbour to the east (301 Bainbridge Street) requesting that a fence be erected between the proposed parking area and 301 Bainbridge Street.

The Applicant has agreed to erect a fence between the proposed parking area and the abutting lot to the east, in accordance with the fencing provisions of the zoning by-law. It is noted that there exists a Bell easement between the parking area and the east lot line of the subject property. Consequently, the actual location of the fence can be determined by the applicant, based upon input from Bell.

Public Open House

The Applicant held a neighbourhood meeting on May 7, 2019 at the Norquay Engineering office (500 Wellington Street West). The applicant was given mailing labels of all properties within 120 metres of the subject property to mail out notices of the open house. The meeting was attended by three neighbours, both ward councillors and planning staff. The Applicant presented building renderings, an interior layout plan, a site plan, and fielded questions.

Generally, neighbours supported the proposed site redevelopment, which at present is described as a vacant property, and in a deteriorated physical condition.

The abutting neighbours to the south, welcomed the development, but had concerns related to drainage. To address the neighbour's drainage concerns, the applicant has agreed to install an eavestrough with downspouts directed away from the abutting property to the south to prevent storm water run-off.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The Applicant is seeking to rezone the subject property to permit the construction of a semi-detached dwelling. The proposal is an improvement of the site and is an example of infill development that is supported by the Official Plan and provincial policies.

The proposal is welcomed by neighbours and is compatible and appropriate with the existing character of the neighbourhood. No land use impacts are anticipated. Concerns from the public were minor and have been addressed.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 2019 05 21 concerning Rezoning Application A-10-19-Z be received, and that City Council rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a special exception to:

1. Reduce the south interior side yard from 3m to 1.2m.
2. Reduce the north exterior side yard from 4.5m to 4m.
3. Permit three parking spaces in a required exterior side yard.
4. Increase the maximum fence height in a required front yard from 0.9m to 1.8m.
5. Permit a 3.05m deck projection into the required front yard.
6. Require the construction of a 100% visually solid fence between the parking area and the abutting parcel to the east, in accordance with the fencing provisions of Zoning By-law 2005-150.
7. Require an eavestrough be installed on the semi-detached structure.

A-10-19-Z - 726 Wellington Street West (BDI Holdings Inc.)

2019 05 21

Page 6.

Respectfully submitted,

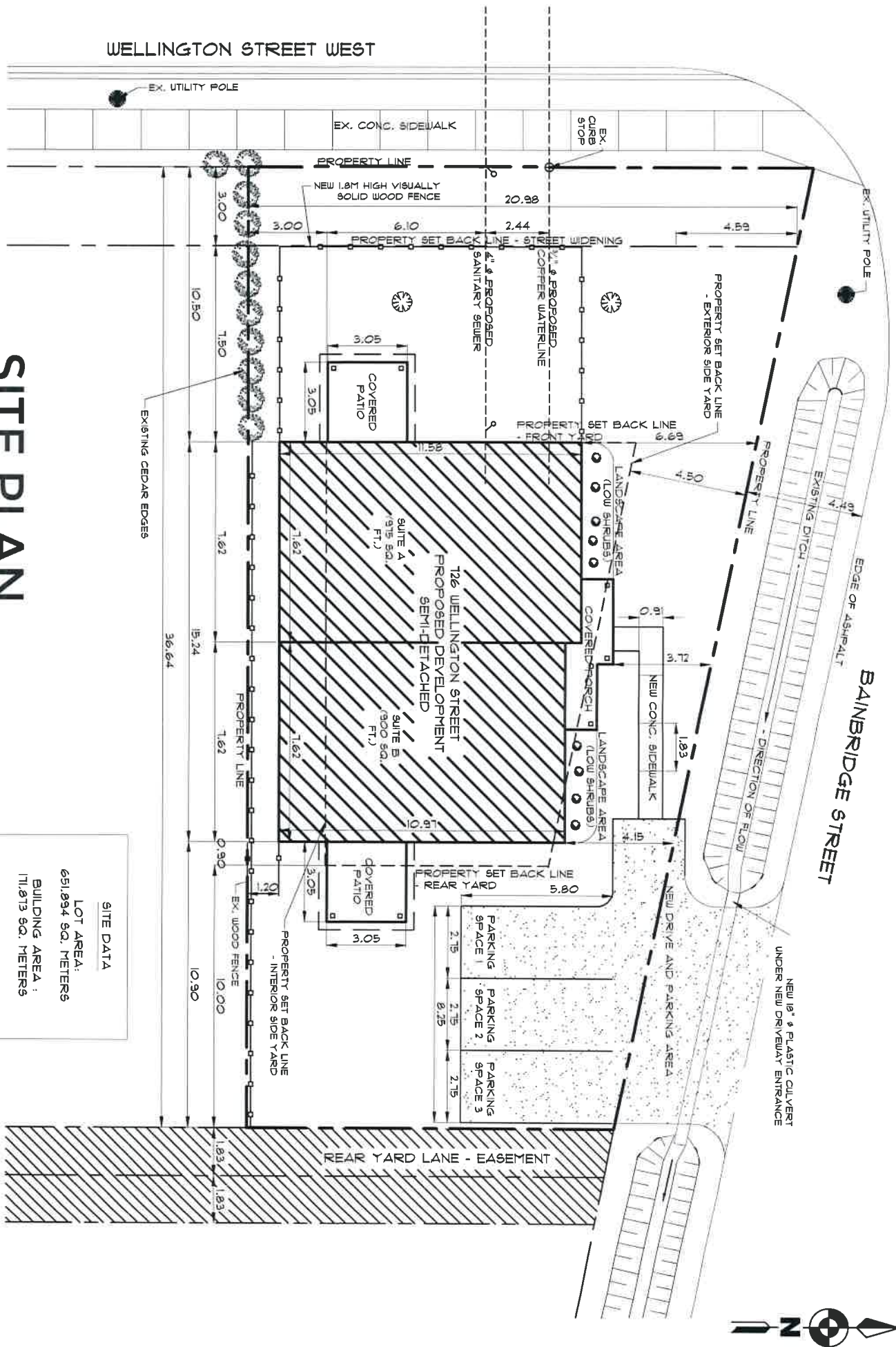
A handwritten signature in blue ink, appearing to read "J. Kircal".

Jonathan Kircal

Planner

(705) 759-6227

j.kircal@cityssm.on.ca



SITE PLAN

SCALE: 1:200

NOTE:
THIS IS NOT A LEGAL BINDING SURVEY. THIS PLAN IS TO OUTLINE PROPERTY AND BUILDING MEASUREMENTS ONLY. IT IS NOT A LEGAL DOCUMENT. A TIE IN SURVEY WOULD FINALIZE EXACT BUILDING LOCATION AND DIMENSIONS.

SITE DATA

LOT AREA:
651,894 SQ. METERS
BUILDING AREA:
171,873 SQ. METERS
COVERED PATIO AREA:
26,072 SQ. METERS
LANDSCAPE AREA:
390,468 SQ. METERS



500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781

PROJECT: 726 WELLINGTON STREET WEST					
DRAWING: PROPOSED SEMI-DETACHED DEVELOPMENT					
ADDRESS			ADDRESS		
DRN BY:	J.M. FRENCH	SCALE:	1:200	JOB No:	NQ-19031
CKD BY:	P.G. DECLERCK	DATE:	APRIL 17, 2019		
No.	ISSUANCE		DATE	INITIALS	
1	FOR REZONING		12/04/2019	PGD	
2	REVISED FOR REZONING		17/04/2019	PGD	

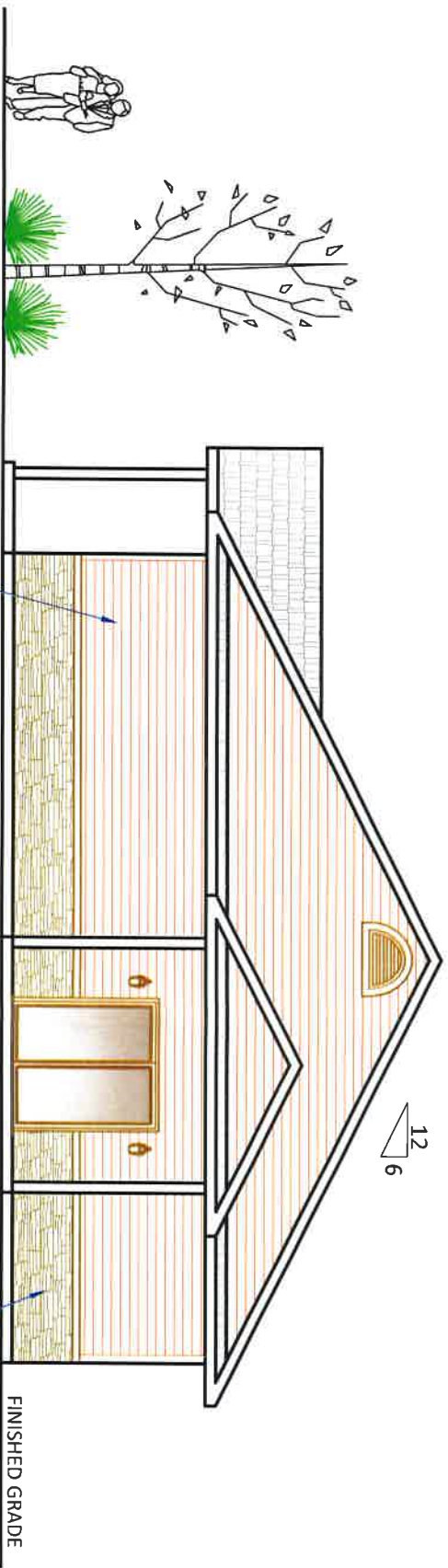
DRW No.

SP.1



NORTH ELEVATION (LOOKING FROM BAINBRIDGE STREET)

SCALE: 3/16" = 1'-0"



WEST ELEVATION (LOOKING FROM WELLINGTON STREET WEST)

SCALE: 3/16" = 1'-0"



**NORQUAY
ENGINEERING**

500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 943-0963 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781

PROJECT:		PROPOSED			
		NEW SEMI DETACHED			
DRAWING:		EXTERIOR ELEVATIONS			
ADDRESS		726 WELLINGTON STREET WEST, SAULT STE MARIE, ON			
DRN BY:		P.G.D.	SCALE: 3/16" = 1'-0"	JOB No:	NQ-19031
CKD BY:		P.G. DECLERCK	DATE:	MAY 06, 2019	
No.	ISSUANCE			DATE	INITIALS
1	FOR PERMIT				

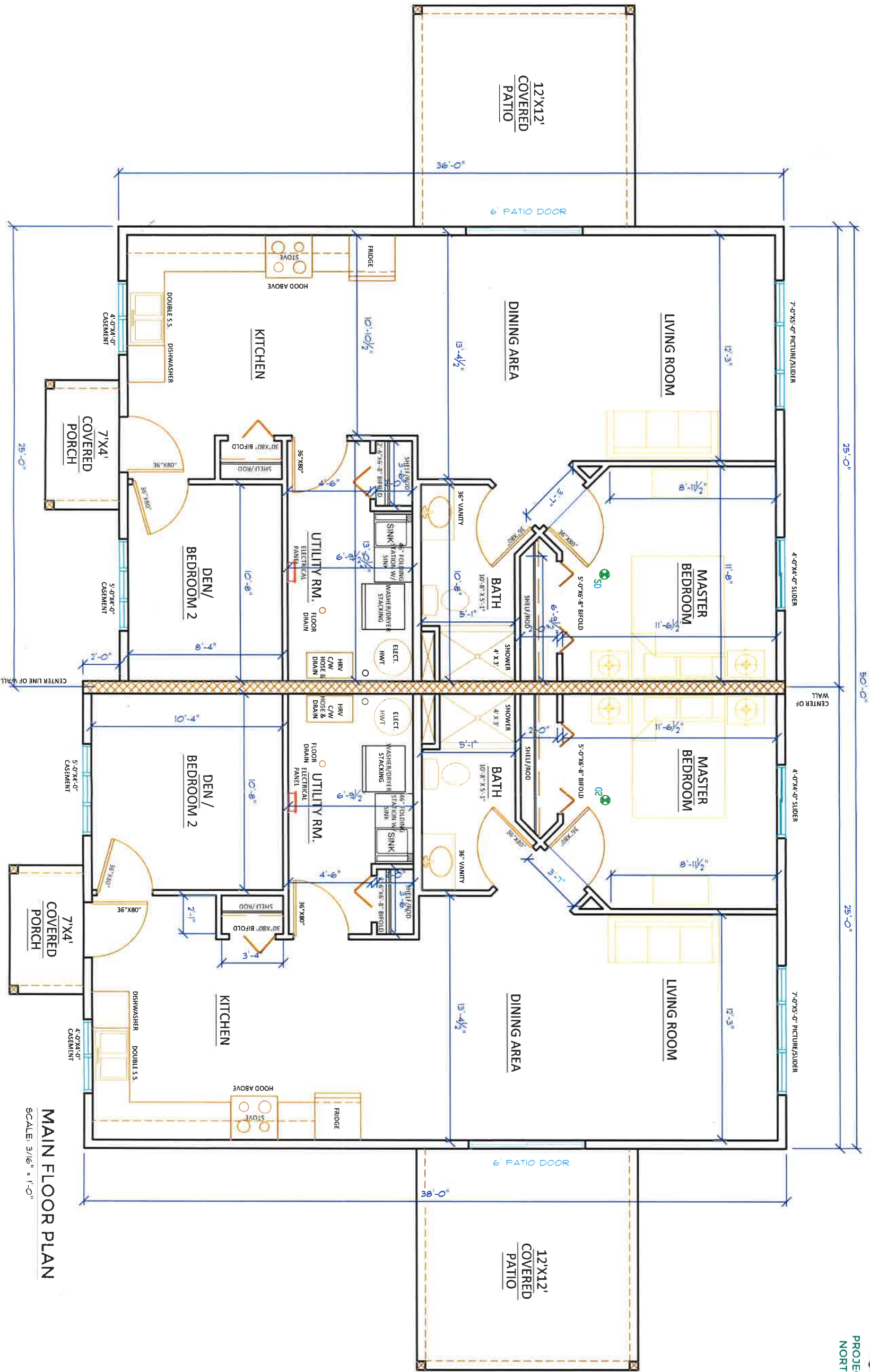
A-2

1 OF 2



**NORQUAY
ENGINEERING**

500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 943-0963 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781



MAIN FLOOR PLAN

SCALE: 3/16" = 1'-0"

MAIN FLOOR PLAN

SCALE: 3/16" = 1'-0"

PROJECT:

PROPOSED
NEW SEMI DETACHED

DRAWING:

MAIN FLOOR PLAN

ADDRESS	726 WELLINGTON STREET WEST, SAULT STE MARIE, ON			
DRN BY:	F.G.D.	SCALE:	3/16" = 1'-0"	JOB No: NQ-19031
CKD BY:	P.G. DECLERCK	DATE:	MAY 06, 2019	
No.	ISSUANCE	DATE	INITIALS	
1	FOR PERMIT			

DRW NO.

A-1

1 OF 2

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



**Public Works &
Engineering Services**

2019 05 02

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-10-19-Z
726 Wellington Street West
BDI Holdings Inc. (c/o Brandon Stubbs)

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

- The Site Plan shows the municipal ditch flowing to the east while our records show the ditch flows to the west to a municipal catchbasin. This should be verified prior to obtaining culvert permit.
- Drainage should be directed away from adjacent lot.
- There is one sanitary lateral to service the semi-detached residences on this property. If in the future the Owner wants to sever into two properties, a second lateral may be required to separate the flow from the individual residences.

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

A handwritten signature in black ink, appearing to read 'M. McAuley', is written over a horizontal line.

M. McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

REZONING APPLICATION A-10-19-Z

BUILDING DIVISION COMMENTS

ADDRESS: 726 Wellington Street West

Date: 2019-05-02

To: PLANNING DEPARTMENT: Don McConnell

From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zoning = R2 Single Detached Residential
- Proposed Zoning = R3 - Low Density Residential
- R3 Setbacks
 - Front yard – minimum required setback is 7.5 meters
 - Interior side yard – minimum required setback is 3 meters – Application is seeking to reduce to 1.2 m.
 - Exterior side yard – minimum required setback is 4.5 meters – Application is seeking to reduce to 4 m.
 - Rear yard – minimum required setback is 10 meters
 - Maximum Lot Coverage: 40% - 30% Proposed as per application site plan.
 - Additional 3 meter setback required on both sides of Wellington Street West between Lyons Ave. and Second Line. – Provided on application site plan.
- Parking Requirements:
 - Residential Uses (Excluding Multiple Attached Dwellings) – 1.25 spaces per dwelling unit. – 3 parking spaces provided on application site plan.

Comments

- The proposed covered front patio is projecting into the required front yard by 3.05 meters, section 4.2 of the 2005-150 Zoning By-law only allows for 2.5 meters.
- The proposed fence appears to be within the 9 meter sightline triangle for intersections which as per 7.3.1 of the 2005-150 Zoning By-law only allows for the fence to be 0.75 meters in height within the 9 meter triangle.
- There are overhead power lines running along Bainbridge Street. A swing calculation may be required to be completed by PUC on the overhead power lines to confirm the clearances required under 3.1.19. of the Ontario Building Code, prior to the issuance of a building permit, if the proposed construction is less than 6 meters from the closest power line.
- Besides the previously mentioned comments the Building Division has no objections.

Mike Lemay
705 945 9398

301 Bainbridge St.

App # A-10-19-7

I live @ 301 Bainbridge St.
AND I have no problem with her
Building on that lot, the ONLY thing
I want is a fence Between her AND
my Back yards.

THANK YOU



**Subject
Property**



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-10-19-Z_726 Wellington Street West (BDI Holdings Inc.)\GIS_and_Maps\A-10-19-Z_AerialMap_April2019_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 726 Wellington Street West
Roll No.: 050002009000000
Application No.: A-10-19-Z
Date Created: April 18, 2019

Legal Department Reference

Legend



Subject Property: 726 Wellington Street West
Parcel Fabric

Page 142 of 327



City of
Sault Ste. Marie

Planning and Enterprise Services

Community Development and Enterprise
Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: 2016 20cm Colour
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000



**Subject
Property**



Document Path: G:\Applications\2017 - Present\2019\Zoning\A-10-19-Zoning\Wellington Street West (BDI Holdings Inc)\GIS_and_Maps\A-10-19-Z_SubjectPropertyMap_April2019_8x11_V1.mxd

Application Map Series
☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information
 Civic Address: 726 Wellington Street West
 Roll No.: 050002009000000
 Application No.: A-10-19-Z
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Legend
 Subject Property: 726 Wellington Street West
 Parcel Fabric
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 **City of Sault Ste. Marie**
Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca
 This map is for general reference only
 Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983
 0 5 10 20 Meters
 1:1,000




Document Path: G:\Applications (2017 - Present)\2019\Zoning\Map_Apr2019_8x11_V1.mxd

Wellington Street West (BIO Holdings Inc.) GIS_and_Maps\A-10-19-Z_Zoning\Map_Apr2019_8x11_V1.mxd

Application Map Series

☐ Subject Property ☐ Official Plan Landuse

☒ Existing Zoning ☐ Aerial Image

☐ Official Plan Amendment

Property Information

Civic Address: 726 Wellington Street West

Roll No.: 050002009000000

Application No.: A-10-19-Z

Date Created: April 18, 2019

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone
C3 - Riverfront Zone; C3hp	R6 - Mobile Home Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
C5 - Shopping Centre Zone; C4hp	EM - Environmental Management Zone
HZ - Highway Zone	PR - Parks and Recreation Zone
M1 - Light Industrial Zone	RA - Rural Area Zone
M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock
	Parcel Fabric

City of Sault Ste. Marie

Planning and Enterprise Services

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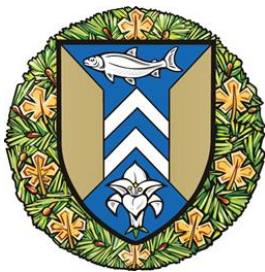
Bainbridge Street

Shafer Avenue

Wellington Street West

RES





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

COUNCIL REPORT

May 21, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Active Transportation Implementation – Cycling Lanes

PURPOSE

The purpose of this report is to recommend the implementation of four (4) priority cycling routes this summer, as part of the City's annual line painting contract.

BACKGROUND

In May of 2017, City Council endorsed an Active Transportation implementations strategy. The strategy outlined a number of priorities from the Transportation Master Plan, the Cycling Master Plan, and the John Rowsell Hub Trail Spoke Study, and provided an outline to implement these priorities over the next four years. Included in this strategy were nine (9) key bike routes that were selected based on the objective of maximizing the number of users, and based on the which streets could be easily retrofitted for cycling.

Last August, staff presented a report to Council, advising that the City was successful in obtaining funding through the Ministry of Transportation's "Ontario Commuter Cycling" Program. With funding in place, staff initiated the necessary work to begin implementing the priority cycling routes.

After completing the required due diligence for four (4) of these routes, staff hosted a public open house on May 2, 2019, at the John Rhodes Community Centre. The open house was well attended, with almost 100 community residents participating. The response to the information session was overwhelmingly positive and staff received many comments and suggestions from the public regarding bicycle route dimensions, signage, intersection design, safety issues, as well as possible route extensions. A summary of the comments received are attached to this report.

ANALYSIS

To implement the priority routes identified, staff worked with WSP, a multi-disciplinary design firm that specializes in cycling infrastructure. Staff and WSP assessed the priority routes, and analyzed traffic volumes and speeds on these routes. With this data, Ontario Traffic Manual Book 18 (Cycling Facilities) was used to then determine the most appropriate cycling facilities.

Out of the nine routes identified, 4 routes are recommended for implementation this summer. These include:

- Pine Route – Queen Street to Northern Avenue.
- Queen Route – Sault Ste. Marie Golf Club to Dacey Road.
- Willow Route – McNabb Street to Northern Avenue.
- Willoughby /Wawanosh Route – Grandmont Crescent to Pine Street.

For Pine Street, Willow Avenue, and Queen Street, the recommended cycling facility is a buffered bike lane. This would include line paintings set back approximately 1.5m to 1.8m from the curb, with a 0.3m to 0.5m buffer. A painted bike symbol and diamond, as well as regulatory signage would also be utilized on these routes. The Willoughby/Wawanosh route will be a “signed only” bike route, without painted bike lanes.

The implementation of cycling facilities will impact existing on-street parking along these routes. For the majority of Pine Street, Willow Avenue, and Queen Street, on-street parking is already prohibited. In order to effectively implement the bike lanes on these streets, staff is recommending that the remaining on-street parking be removed. For Willoughby and Wawanosh, on-street parking will be maintained along the residential sections of these roads. However, it is recommended that on-street parking be removed from approximately 115m east of the Great Northern Road intersection. The removal of on-street parking is recommended to reduce possible conflicts between motorists and cyclists.

FINANCIAL IMPLICATIONS

The City received \$580,000 through the Ontario Commuter Cycling program. In previous budgets, Council approved \$125,000, and as part of the 2019 Budget, approved another \$20,000. This has resulted in a total implementation budget of \$725,000.

Staff in consultation with WSP estimate the cost to implement the four bike routes is \$120,000. This includes line painting, bike symbols and signage. The estimate assumes completing the bike path line painting under the overall City contract for the PW line painting program.

STRATEGIC PLAN / POLICY IMPACT

A robust active transportation network contributes to enhancing quality of life, a key priority identified in the Corporate Strategic Plan. It reduces traffic congestion, improves air quality, provides residents with opportunities for physical activity, and gives people additional mobility choices. The implementation of these routes are also consistent with the City’s Cycling Master Plan.

SUMMARY

The implementation of active transportation infrastructure has been endorsed by Council, and the four routes identified in this report have been overwhelming well

received by the community. It is recommended that the four routes discussed in this report be implemented as part of the 2019 Annual line painting contract. It is anticipated that the line painting will occur at the beginning of June.

While the lines for the cycling lanes can be painted as part of this contract, the bike symbols and signage will have to be done separately. Staff will investigate whether these measures can be implemented either through City resources, as part of the 2019 Miscellaneous construction contract, or through a separate contract.

In addition, at this time, staff is only recommending line painting between the major intersections (i.e. bike lanes will transition to “shared” lanes as they approach intersections). Staff will continue to assess additional measures that can be implemented at the intersection (e.g. studying turn movements to determine if turning lanes can be eliminated).

Also, one of the main issues that was heard at the open house was the possibility of extending the Pine Street bike lanes to Second Line East. This suggestion does have merit, given that St. Mary’s College is located at this intersection, and there being a multi-use path on the north side of Second Line which leads to the Strathclair Sports Complex. However, prior to recommending the extension of these bike lanes, staff would like to further investigate what measures are required to ensure cyclists can safely cross Second Line East.

Finally, as indicated in this report, in order to effectively implement the proposed cycling facilities, staff is recommending that parking prohibitions be extended along the entire routes of Pine Street, Willow Avenue, and Queen Street, and on a portion of Willoughby Street, between Great Northern Road and Willow Avenue. If approved, a subsequent report will be presented to council with recommended amendments to Traffic By-law 77-200.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2019 05 21, concerning Active Transportation Implementation – Cycling Lanes, be accepted, and that staff implement the four (4) routes identified in this report, and: that these routes be implemented through a the City’s Annual line painting contract (and through a combination of the 2019 Miscellaneous Construction contract and/or through City resources and/or a separate contract); and that parking prohibitions be extended on the four (4) routes, as outlined in this report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Stephen Turco'.

Stephen Turco, RPP

Senior Planner

s.turco@cityssm.on.ca

705-759-5279

General themes

- Vast majority of comments are positive about bicycle infrastructure, and want to see more or expanded designs.
 - Strong support for extending Pine Street route north of Northern Avenue to Second Line to serve St. Mary's College and Strathclair Park.
 - Concern about allowing parking on Pine Street - especially down the hill near Ontario Avenue (Garrison Way) at the Armoury.
 - Concern about current poor road conditions on some routes - examples given are Wawanosh, Willoughby and Pine.
 - Ideas for additional bicycle infrastructure designs that will increase safety and comfort:
 - Separated active trails / multi-modal sidewalks
 - Physical barriers separating bike lanes from car lanes (e.g. boulevard/curb, jersey barriers, flexible bollards) - though the proposed buffer idea did get support too
 - Painted bike boxes at intersections
 - Clear signing of routes
 - Crossings that consider not only drivers but also pedestrians and cyclists (e.g. pedestrian signals correspond directly to driver signals)
 - Good bike parking - can lock the bike frame
 - Support for / ideas about bicycle routes elsewhere:
 - West end links to Hub Trail
 - Northern Avenue
 - St. George's Avenue
 - Black Road
 - Ravines / green spaces to get up & down the hill
 - Generally, that the city should look at beyond the Hub Trail
-

Individual comments

- Wide shoulders on Black Road from **Second Line** to Old Garden River Road.
- On-route signage for alternate bike routes.
 - e.g. on Great Northern Road pointing out Willow Avenue is a bike route
- West end link into Hub Trail please! Currently there is not a safe route to it for families or inexperienced cyclists. A connection would be awesome!
- Extend Pine Street all the way to **Second Line**.
- Build it and they will come!
- Like the progress so far! Really like the designated bike lane with buffer - a great safe way to cycle in the city. Long time coming!
- Line painting, chevrons, bike symbol is a challenge as line painting goes into July/August.
- Keep it coming - need more bike lanes to move into the city not just around i.e. Hub Trail.
- Awesome initiative, keep it coming!! Bike racks around town are important. Love to see a connection from Hub Trail to 4th Line (Hiawatha).
- Excited to have this network in town!

- Excellent to see the Cycling Master Plan moving ahead. Hoping to see also the Active Trail Network to move some cycling, walking, wheelchairs, scooters away from traffic, especially for kids and seniors.
- Please make sure that any additional bike parking lock up areas accommodate locking the bike frame. Thanks!
- Great plans - please extend Pine to **Second Line**.
- It's great to see that the city is embracing cycling - healthier & more environmentally friendly. I hope to see it continue in the future.
- Plow the bike path along Carmen's Way in the winter!
- Add Northern Avenue to cycle map.
 - Pine Street extension
 - Cycle Master Plan on social media
 - Cafe Natura (??)
- Cut back trees on Pine hill to make vision from Ontario better.
- I have serious concerns about the condition of the pavement on several of these streets, especially along the curb where cyclists will be. (Wawanosh was horrible last year; there is a permanent pothole at Pine & McNabb; lower Pine is terrible.) But I support the movement towards more cycling routes around the city, and encouraging cyclists to stay off the major roads (like Trunk Road, Great Northern Road).
- The Cycle Ontario website (<https://www.cycleontario.com/>) does not show the Hub Trail. Provide information to them to help promote tourism to the Sault.
- Extend the proposed bike lanes on Pine Street north to **Second Line** for better access to the high school & the sports fields on **Second Line**.
- I think that the plan for Pine Street bike lanes to extend past Northern Avenue to **Second Line** to service St. Mary's College and existing path to Strathclair sports fields
- Where is the route to Walmart & Home Depot.
- Pedestrian cross walk signs on Hub Trail street crossing should automatically change with the street lights (we now have to push the button). If you do not get to the intersection prior to the light turning green to push button, the hand signal will not change to green/walk.
- Extend Pine Street to **Second Line**.
- Plan for bike paths on all streets for when re-work is being done (e.g. repaving).
- Physical barriers are essential for the protection of cyclists (and motorists). Incorporate boulevard cycling (i.e. separated from the roadway with a curb).
- Great to see some progress! One step at a time. Some sort of pedestrian/cyclist crossing of Queen Street at Bellevue Park is really needed.
- On Queen Street West just before Huron Street - change the disruptive design of the easterly catch basin surface to allow cyclists / electric wheelchair operators to use the paved boulevard.
 - "open" catch basin disrupts the continuity of the boulevard; catch basin covers designed to maintain the continuity of the boulevard
- Looks great - thank you.
- Separate cycling (where possible) from motorized traffic:

- Boulevards
- Jersey barriers ("mini-jerseys" could be used: more versatile, movable/removable)
- Flexible bollards
- Curbs
- Multi-modal sidewalks (already in common usage on Queen Street West)
- Intersection of **Second Line** & Great Northern Road - can't get to island with bike to push pedestrian button.
- No parking on Pine Street going south at Armoury. Not safe as moving fast on bike, cars speed down & bike shifting towards traffic.
- East of Great Northern Road - riding on a multi-modal pathway/sidewalk is MUCH SAFER than cycling on **Second Line** (if safety is a consideration).
- Extend Pine bike lane to **Second Line**.
- Monitor street-side parking on Pine; seems very common now, poor enforcement could be very dangerous. No parking near Pine & Ontario, be mindful of the hill.
- Extend cycling route to the Pine Street Marina as a connector to the Hub Trail from Bellevue Park.
- It is one thing to designate cycling routes, but they need to be signed! Please, please sign the routes and use the safest marking of lanes with the cyclists at the forefront. Cyclists need to be safe. Bike boxes (painted at intersections) are great!
- Agree with extending lanes on Pine Street to **Second Line**. Also speed up Northern Avenue road diet from Pine to North Street.
- Choose smooth roads (where possible). Willoughby is one of the roughest.
- Winter fat bike trails would be great! Groomed and safe trails would be an asset to the city!
- Pine Street - extend Pine Street lanes all of the way to St. Mary's High School.
- Reconfigure crossing where Pine Street and **Second Line** meet - it is awkward. Extend Pine Street to **Second Line**.
- Extend Pine Street north to **Second Line**.
- Thanks for looking at alternate transport (bikes) as a future for our great city.
 - Pine Street extension to **Second Line** would be beneficial even if just painted bike lane to try.
 - Problem area is Old Garden River Road & **Second Line** with cars merging into Hub Trail for going down Old Garden River Road.
 - More connectors to access Hub Trail.
- If something could be done to facilitate bike use of St. George's Avenue (or perhaps Knox Avenue) it would seem to fill a gap in the current plan.
- I'd like to see bicycle awareness signage placed around the city on routes other than planned bike routes to raise general awareness of bikes in the community.
- Don't use roundabouts for pedestrians & cyclists.
- I'd like to see the city explore the use of existing green space and ravines to create off-highway routes up and down the hill at various points, which would double as additional park space - possible to include a gravity park area at one point.

Notes Submitted by Dolores Proietti, 72 Willow Ave. for the May 21st mtg.

Where we are in favour of the Province's positive approach to safety for cyclists, we would like to express concerns with regards to the decision to create cycling lanes and to remove street parking on Willow Ave. and Pine St.

Since we, the residents, mostly affected by the City's decision, were not consulted, informed or invited in the rollout of this Ministry initiative, this is our only venue to express our concerns. Thank you for allowing us to do so.

Safety of Cyclists and Homeowners and People Accessing Health Facilities and Businesses.

1. We have serious concerns for the safety of cyclists, of homeowners, drivers, pedestrians and the many citizens in the area using assistive devices.
- Steve Turco said that candidate routes were selected using speed and volume of traffic. It would be interesting to know when and how these 2 factors were measured.
- Those familiar with Willow Ave and Pine Sts. know that these are very busy streets with high volume of traffic, motorists not observing speed limits.
- The Cycling Facilities Manual states consideration be given to more than traffic volume and speed

“The safety and risk exposure of cyclists must be considered when selecting candidate routes. The factors that influence the level of safety and risk exposure for a particular bikeway include: user conflicts, traffic volume and speed, truck and bus volumes, on-street parking, surface quality, sightlines, maintenance considerations and human factors. The roadway and safety characteristics of the candidate route should also be considered.

Candidate routes located on heavily travelled or high-speed roadways may be frequently used by experienced utilitarian cyclists, but recreational cyclists may not be comfortable with this type of facility. A parallel route should be selected where possible in order to accommodate those user groups.” Page 21, 2.4.5 (Ontario Traffic Manual, Cycling Facilities.)

Since I live on Willow Ave. I will speak to other factors on Willow

- Street traffic includes cars,
- City buses both Northbound and Southbound
- Transport Trucks servicing the Mall
- Delivery trucks
- Parabuses and School busses
- Seniors on scooters, wheelchairs and walkers attempting to cross the road
- Pedestrians
- AND

- Very importantly, we are a Designated Emergency Route with Ambulances, Firetrucks and EMS vehicles.
- Vehicles travel at high speeds even the City Buses not observing speed limits.
- Backing out of our driveways, is often impossible with all of the above mentioned traffic. Not only do we have to observe road and sidewalk traffic, we have to be careful of people coming out of the businesses or Group Health driveways when backing out.
- There is a high risk of collision on this street also due to the fact that there is a high frequency of driveways, 30 of which are in a 650 m. length of road from McNabb St. to Willoughby Ave. on the East side of Willow. There are 38 driveways total in the 1.3 km. range along this East side.
- There are 15 driveways on the West side, of which 9 are residences.
- Cycling lanes would add another factor, another obstacle for residents to watch backing out of the driveways.
- The number of driveways in this concentrated area is a high risk for cyclists.
- One resident living across from the Group Health Centre expressed fear in having to back out with a bike lane added to the many obstacles, as GH produces much traffic coming in and out and many people go the wrong way so they have to be extra careful. This, along with watching the traffic that turns off of McNabb onto Willow Ave. is stressful for homeowners.

Removal of Street Parking

Standard practice in the roll out of Cycling Routes in the Sault seems to be to create cycling lanes and take away street parking for homeowners. The plan is to continue with these routes east and west on city streets also. Therefore creating more streets with no parking.

- We don't think that the intention of the Ontario Gov't was to improve the Quality of life for cyclists with consequence to the homeowners who are greatly affected by these changes.
- Steve Turco told me that not many park on Willow. Again when and how was this determined?
- Willow is an older street where homes are close to each other therefore the majority of us have driveways the width of one vehicle and driveways are close to each other as mentioned creating a larger ratio in a short distance.

- We do not use the street as a driveway, but, because we don't have much room, we do need to access the road. Some examples would be when workmen are doing work on homes, when we are working on our houses and need to move our vehicles. When we have family and friends over. When we are clearing our driveways in Winter. And any number of other reasons.
- We don't believe the Ministry intended an entire street, 1.3 km. of street parking to be wiped out completely.
- During the Winter months we don't have many places to put the snow. How will bike lanes then affect this very real aspect of life in Winter in Sault Ste. Marie?
- This decision is totally unfair to the homeowners.
- This practice also lowers the value of our homes. In the big picture, it creates areas where homeowners want to move making it difficult to sell our homes therefore creating lower value neighbourhoods. Do we want more of these in the Sault?

Alternative to Cycling Lanes and Parking Removal

- Recommendation as mentioned in the Manual would be to choose a quieter, parallel street with not as many residences, driveways and traffic such as Allard St. that runs between Pine and Willow which goes all the way to Willoughby and is easy access to the east end lot of Sault College.
- In the Ministry Manual, there are a multitude of suggestions and of choices of bicycle facilities once a candidate street is chosen that could be a win/win for all stakeholders.
- We want you to consider what is right not what is easy.
- It is clear from this Manual, that the Ministry was not out to consequence homeowners. We believe the expectation was that Municipalities create harmony and acceptance in finding solutions that would be in everyone's best interest.

We ask that you do not vote in favour of cycling lanes with the removal of parking on Willow Ave. and Pine St. We believe these streets to be very unsafe and the removal of street parking unfair to those living on the streets. Please take more time, and when choosing candidate streets and bicycle facilities, we ask that more research and time be taken to consider the safety of cyclists, as well as all users of a street and with no consequence to the homeowner. We also ask that in future there be transparency and inclusion of all stakeholders with a more collaborative process to help achieve a win/win solution for everyone.



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**

BUSINESS PLAN 2019

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INTRODUCTION

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is the community's lead agency for economic development. The organization works to create and retain jobs, draw visitors, attract and support companies, generate wealth for the community, and increase the municipal tax base.

This Business Plan, and the targets and key performance indicators contained with it, is consistent with the Memorandum of Understanding signed by the SSMEDC and City of Sault Ste. Marie in December 2017.

MISSION STATEMENT

The mission of the SSMEDC is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings that facilitate:

- The creation and retention of wealth in the community;
- Increasing productivity and global competitiveness;
- Inward investment and trade; and
- The marketing and promotion of local business development and tourism.

VISION STATEMENT

"Our community, City Council and other partners recognize and value the corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

STRATEGIC GOALS

As outlined in the SSMEDC's Strategic Plan, the organization has the following strategic goals:

ENTREPRENEURIAL GROWTH

To diversify and grow the local economy, the community needs to accelerate and support entrepreneurship and innovation. Support for young entrepreneurs and an ecosystem that encourages new business ideas will lead to growth. Entrepreneurship is vital for community diversification through the creation of new products and services and ideas that will drive the community as a leader in the global marketplace.

INVESTMENT FOR GROWTH

To attract investment, the community must be ready for new opportunities through strategic investments in infrastructure. Infrastructure is more than roads, water, waste water and electricity. It may include information communication technology and transportation infrastructure. The goal is to work with partners and stakeholders to identify requirements that promote investment. Understanding the current supply chain environment by way of supporting new investment will be a catalyst in investment attraction.

DIVERSIFIED ECONOMY

Promote and support sectoral growth to provide a strong, diversified and resilient economy to ensure that economic impacts in any sector do not impact the economic health and vitality of the community. The goal also enables the workforce to have meaningful employment in industries that exist and are evolving. The sectors may be traditional, such as manufacturing and tourism, to evolving opportunities in energy, clean tech and digital.

CORPORATE OVERVIEW

To achieve its objectives of creating and retaining jobs, drawing visitors, attracting and supporting companies, generating wealth for the community, and increasing the municipal tax base, the SSMEDC is organized around three operating divisions: Business Development, Tourism Sault Ste. Marie and Corporate Services. Though the divisions have unique roles, they work together on undertaking projects and delivering programs.

To deliver programs and undertake projects, the SSMEDC works with a variety of local and regional stakeholders, including the City of Sault Ste. Marie, Province of Ontario, Government of Canada, Sault Ste. Marie Chamber of Commerce, Community Development Corporation of Sault Ste. Marie & Area, Algoma University, Sault College, Sault Ste. Marie Innovation Centre, Algoma Kinniwabi Travel Association, Startup Sault Ste. Marie, Destination Canada, Destination Ontario, Destination Northern Ontario, Algoma Workforce Investment Corporation, Ontario's North Economic Development Corporation, Cruise Ontario, and Great Lakes Cruising Coalition.



OUR TEAM

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is a not-for-profit organization led by a volunteer Board of Directors consisting of business owners, executives and professionals from the private, public and non-profit sectors. Guidance and oversight is provided by the Board, and programs and services are delivered by the staff team.

BOARD OF DIRECTORS

Terry Rainone, President

Director of Business
Development for the Pioneer /
FisherWavy Group of Companies and
President of Rain-One Investments Inc.

Robert Reid, Past-President

Owner of N-Sci Technologies Inc., an
energy consulting and engineering firm

Paul Skeggs, Vice-President

Barrister & Solicitor at Skeggs Paciocco
Lawyers LLP

Lori Naccarato, Secretary/Treasurer

Senior Account Manager at Business
Development Bank of Canada

Bill Freiburger

Commissioner of Finance (retired) at the
City of Sault Ste. Marie

Sandra Hollingsworth

Ward 1 City Councillor

Frank O'Connor

Co-owner and operator of The
Voyageurs' Lodge & Cookhouse

Christian Provenzano

Mayor of Sault Ste. Marie

Sheila Purvis

General Manager of Purvis Marine Ltd.

Pramod Shukla

Community Member

Tom Vair

Deputy CAO of Community
Development and Enterprise Services
for the City of Sault Ste. Marie

Kevin Wyer

(Chair of Tourism Sault Ste. Marie)

General Manager of the Delta
Sault Ste. Marie Waterfront Hotel

STAFF

Daniel Hollingsworth, MBA
Executive Director

BUSINESS DEVELOPMENT

Nevin Buconjic, MBA
Manager, Trade, Investment &
Community Marketing

John Febbraro, MBA
Manager, Business Development

Harleen Puaar
Acting Manager, Millworks -
Centre for Entrepreneurship

Zoltan Virag
Manager, Small Business
Advisory Services

Megan Marotta
Small Business Program Coordinator

TOURISM SAULT STE. MARIE

Vacant
Director of Travel & Tourism
Development

Alana Kenopic
Manager, Sports Tourism & Special Events

Jennifer King-Callon
Manager, Meetings & Conventions

Lindsey Ackland
Coordinator, Visitor & Media Relations

Tara Lucarelli
Tourism Partnership Coordinator

CORPORATE SERVICES

Karen Madigan
Director, Corporate Services

Adam Bouillion
Graphic Design & Social Media Coordinator

Marc Capancioni, MA
Communications Coordinator

Jessica Maione
Finance & Administration Coordinator

BUSINESS DEVELOPMENT

The Business Development division of the Sault Ste. Marie Economic Development Corporation (SSMEDC) assists current and aspiring entrepreneurs in their startup and expansion. Staff also works to attract new firms and investment to the community and undertakes strategic projects. As well, the division provides clients with professional business advice, reviewing and assisting with business plan development, and delivers seminars and other outreach activities. The ultimate goal is to create and retain jobs while building a foundation for economic growth. The SSMEDC delivers programs geared to assist companies ranging from summer businesses to large manufacturing firms, and everything in between. Its staff provides a continuum of services for entrepreneurs and businesses of all sizes.

OBJECTIVES:

1. Assist companies in their startup, growth and retention
2. Support small businesses and entrepreneurs with training, mentoring and incubation services
3. Increase investment attraction and trade opportunities
4. Identify and assist in developing clusters in growth or emerging sectors
5. Undertake special projects to grow economic infrastructure

AREAS OF FOCUS

- ▶ Small Business Support
- ▶ Business Growth Services
- ▶ Investment Attraction
- ▶ Special Projects & Initiatives

ENTERPRISE SERVICES / SMALL BUSINESS SUPPORT

Small business is the backbone of the Canadian economy. From its Millworks - Centre for Entrepreneurship at the Machine Shop, the SSMEDC delivers enterprise services programs to support this sector. Staff provides assistance to current and aspiring entrepreneurs from the idea stage to execution. The goal is to facilitate small business startups, which ultimately creates jobs. One of the most important services provided in this regard is private counselling to clients interested in specific information about starting a business. The SSMEDC's experienced advisors provide a variety of services to clients during the counselling process. The services and amount of detail vary with particular client needs. However, staff is dedicated to providing as much information as possible to ensure client success.



Another key service provided by the SSMEDC is delivering small business training seminars and events, such as the annual Bridges to Better Business. These educational forums give current and aspiring entrepreneurs an opportunity to learn all aspects of an enterprise.

Though the SSMEDC provides general assistance to entrepreneurs, staff also delivers two flagship small business programs, Starter Company Plus and Summer Company, both of which are funded by the Province of Ontario. The former provides training, mentoring and access to grants for entrepreneurs of all ages. The latter program is focused on youth entrepreneurship targeted at high school and post-secondary students, and it provides them with training, mentoring and grants to establish a business during the summer months.

The SSMEDC's Millworks - Centre for Entrepreneurship, which was established in the spring of 2016, also features a small business incubator. This facility houses a number of new business startups. The program is designed to offer clients shared use of services, reduced initial costs and a higher level of access to core SSMEDC support staff. The goal of the incubator is to support businesses during the first few years of startup and, ultimately, to help position clients for long-term success in the community.

In 2019, the SSMEDC will launch three new initiatives from its Millworks - Centre for Entrepreneurship:

1. The Start-up Visa Program is intended to attract foreign entrepreneurs who wish to establish new, high-growth businesses in Canada that will support innovation and job creation. Under this program, the SSMEDC can recommend entrepreneurs to receive a Start-up Visa from the Government of Canada. To promote and facilitate this program, staff will also work with community partners, including both post-secondary institutions, the Sault Ste. Marie Innovation Centre and Sault Ste. Marie Chamber of Commerce. If accepted into Millworks' incubation stream, entrepreneurs will receive a letter of support from the SSMEDC. Entrepreneurs can then apply for a Start-up Visa directly to the Federal Government, which will then proceed to verify that the applicant meets the program's eligibility requirements and complete the formal application process. In 2019, it's expected that the SSMEDC will receive approval from Government of Canada and work with other partners to launch the initiative.

2. The Entrepreneur Opportunity Network program is funded by the Ministry of Economic Development, Job Creation and Trade. It's an initiative of Ryerson University. This program has the goal of ensuring young Ontario entrepreneurs have access to a wide range of mentors, networks, resources and thought leadership, regardless of the community they call home. The program will help youth build on existing foundational entrepreneurial skills, aptitudes and capacity to enable participants to achieve higher levels of growth in their new or existing business. In 2019, the SSMEDC will be the program's delivery partner in the Algoma region.

3. The SSMEDC team will work on developing a stronger entrepreneurial ecosystem through "The Catalyst." This initiative is an effort to build a stronger support system for entrepreneurs. A partnership will be formed and composed of organizations that believe in making the Sault a top entrepreneurial community. The SSMEDC is leading the alignment of these organizations within this task force, which is responsible for creating a cohesive startup ecosystem through the following means:

- Connectivity - creating a cohesive startup ecosystem
- Collaboration - strategic alignment among stakeholders identifying opportunities for collaboration and avoiding duplication
- Communication - through information sharing
- Branding – partnership development to unify outreach

OBJECTIVES AND TARGETS 2019:

Facilitate more than 500 consultations with current and aspiring entrepreneurs

Assist clients in starting more than 100 new small businesses

Generate more than 50 new jobs

Serve 8 business clients in the Millworks incubation program

Deliver 40 workshops and seminars, including Bridges to Better Business

Attract 500 attendees at workshops and seminars

For youth programs, visit 10 classrooms and engage 200 participants

Support 15 students through the Summer Company youth entrepreneurship program (note: program spaces are allocated by the Province of Ontario and may change year-over-year)

Continue to roll out the Start-up Visa, Entrepreneur Opportunity Network, and Catalyst programs

BUSINESS GROWTH SERVICES

A majority of economic growth comes from within. That is to say: growing local business is a cornerstone to a prosperous community.

The SSMEDC's Business Retention & Expansion program helps companies grow by evaluating and addresses clients' key needs and concerns and by helping firms become more globally competitive. Under the program, staff undertakes a consultation process to gather intelligence and develop strategies to address the needs of a business. If a client needs financial assistance to purchase new equipment, or needs to enhance infrastructure, a funding application is made to an agency, such as the Northern Ontario Heritage Fund Corporation, FedNor or the Business Development Bank of Canada. As well, the SSMEDC works on funding solutions with private investors and commercial lending institutions.

The SSMEDC's Business Retention & Expansion Program also focuses on helping companies export their products and services, which creates and retains jobs in Sault Ste. Marie. Existing local firms that are in expansion mode have the ability to further grow their enterprises through export opportunities. As the local market subject matter experts, the SSMEDC prioritizes opportunities that can leverage support from Ontario's International Trade Team and Canada's Trade Commissioner Service. As well, SSMEDC staff coordinates and promotes ongoing export educational and awareness activities organized by partner agencies.

Under the Business Retention & Expansion Program, the SSMEDC formed a strategic partnership with the Sault Ste. Marie Airport Development Corporation in 2015. The goal is to develop the airport site with additional commercial and industrial components. This initiative will continue in 2019.

Other activity under the SSMEDC's Business Retention & Expansion Program for 2019

includes:

- Partnering with Excellence in Manufacturing Consortium on programs for improving efficiencies and education on current issues and trends for local companies;
- Industrial Technology Benefits program – the SSMEDC partnered with Ontario's North Economic Development Corporation and FedNor to develop opportunities for businesses to take advantage of Federal contracts in aerospace and defense;
- Sector specific work for opportunities in mining for supply services in the region;
- Assessment and planning for a Smart Industrial Park for new investment attraction opportunities; and
- Clustering opportunities of key industries in advanced manufacturing, digital and information communications technology.

OBJECTIVES AND TARGETS 2019:

Service 50 targeted and unique clients through the BR&E program

Foster new investment in growth of existing firms of \$20 million
(note: largely contingent on the status of government funding programs, some of which remain uncertain)

Generate more than 75 new full-time equivalent jobs

Retain more than 200 full-time equivalent jobs in the community

Increase municipal tax assessment by \$3 million through SSMEDC business client support activities



INVESTMENT ATTRACTION & COMMUNITY MARKETING

Through its Invest Sault Ste. Marie program, the SSMEDC focuses a considerable amount of effort on positioning and marketing the community as an ideal location to establish and grow a business. The goal of this initiative is to attract business and investment by enhancing the Sault's economic development capacity and performance in key sectors. The focus of the program is two pronged: developing a solid foundation towards creating opportunities for local business and enhancing investment attraction programming for the community.

To attract external business and investment, Sault Ste. Marie must convey strong and convincing messages that effectively communicate the city's competitive advantage and value proposition. This requires thoughtful marketing and promotional strategies, along with the establishment of effective networks of individuals and organizations involved in the continuum of investment attraction services. Under its Invest Sault Ste. Marie program, the SSMEDC undertakes strategic marketing campaigns and makes formal pitches to external companies and investors. The goal is to have new businesses set up operations in Sault Ste. Marie.

In its investment attraction efforts, the SSMEDC established a partnership with the Economic Development Corporation of Sault Ste. Marie, Michigan and those in Chippewa County and the Eastern Upper Peninsula.

Under the agreement, the organizations will begin to collaborate on cross-promotion activity. For instance, if an American company is looking to set up in Canada, staff from Sault, Michigan will pass on the lead to – and work with staff from – Sault, Ontario. The same can be said for Canadian businesses looking to establish a base of operations in the United States. This partnership between these organizations is the result of the Joint International Relations and Economic Growth Agreement, which was signed by the two communities in 2014.

To further build new investment opportunities and extend Sault Ste. Marie's reach into the global marketplace, creating a foreign trade zone (FTZ) in the community would be beneficial on many fronts to attract new industries and grow regional businesses. An FTZ generally refers to a specific location within a country that is officially designated for eligibility for tariff and tax exemptions with respect to the purchase or importation of raw materials, components or finished goods. Such materials and goods can generally be stored, processed or assembled in the FTZ for re-export, in which case taxes and duties generally would not apply, or for entry into the domestic market, in which case taxes and duties would be deferred until the time of entry. During 2019, the SSMEDC will create a steering committee and develop a plan for an FTZ in the community.



OBJECTIVES AND TARGETS 2019:

Take part or lead two outbound business trade missions to the U.S. and international markets

Participate in three international sector-specific trade shows

Facilitate five new local firms entering the export market

Deliver 15 pitches to external businesses and foreign direct investors

Host 10 companies and investors for inbound exploratory visits

Host 10 companies and investors for inbound exploratory visits

Close two deals with external companies and have them set up shop in Sault Ste. Marie

Generate 25 full-time equivalent jobs through new external business startups

Continue to work on developing a foreign trade zone (FTZ) in the community

SPECIAL PROJECTS & INITIATIVES

Economic development is a fast-moving field. Opportunities often present themselves, and economic developers need to jump on them. At the SSMEDC, staff undertakes special projects and initiatives when major opportunities arise. The projects, which generally span the course of several years, support community growth and the further engagement of private sector capital to create new employment opportunities. For 2019, the SSMEDC will undertake the following special projects and initiatives:

► **Ferrochrome Production Facility:** Noront Resources Inc. is planning to build a ferrochrome production facility in Northern Ontario. If realized, the complex is expected to employ around 500 people. A project team, led by the SSMEDC and City of Sault Ste. Marie, developed a comprehensive business case and presented it to the company in 2018. Throughout the year, this investment attraction initiative remained ongoing, with a number of activities undertaken. Noront eventually shortlisted Sault Ste. Marie and Timmins as possible host locations. In 2019, the SSMEDC will continue to work on securing this major employment opportunity.

► **Paper Mill District:** the SSMEDC is working with local investors to advance a destination attraction on the former St. Marys Paper site. This proposed project would include a number of components, including destination development

components, recreational and educational experiences, Group of Seven exhibits, and outdoor community entertainment space. Preliminary design and concept work has been completed. The SSMEDC will continue to work on this project in 2019.

- ▶ **Public Access Port:** the SSMEDC is actively working with community partners and the private sector to develop a commercially-accessible port complex on Algoma property. The proposed 440-acre development, located west of the International Bridge, would give Sault Ste. Marie and local firms a major competitive advantage by allowing more products to be shipped to and from the community via waterway, which is the cheapest and most efficient form of transportation. The SSMEDC will continue to work on this infrastructure project in 2019.

- ▶ **Agawa Canyon Tour Train:** the SSMEDC is working to develop a new operating model for the train tour, the region's No. 1 travel generator. Working with CN Rail, which owns the attraction, the SSMEDC is also developing a business case. A request for proposal (RFP) will be issued in 2019,

with the goal of generating ideas to grow passenger levels on the Agawa Canyon Tour Train. This project remains ongoing.

- ▶ **Centre of Manufacturing, Energy and Technology:** the SSMEDC is working to develop this project, with the goal of attracting new investment, supporting innovative companies and growing local firms. The centre would be an internationally-recognized leader in innovation, accelerating the development of new energy opportunities and advanced manufacturing techniques. In developing this initiative, the SSMEDC will partner with private and public sector organizations, along with post-secondary education institutions. This project remains ongoing.

OBJECTIVES AND TARGETS 2019:

Continue to work to attract a ferrochrome production facility

Continue to work to develop a destination attraction on the former St. Marys Paper site

Continue to work to redevelop the public access port facilities for commercially-accessible use

Continue to work to develop a new operating model for the Agawa Canyon Tour Train

Continue to work to establish a Centre of Manufacturing, Energy and Technology





TOURISM SAULT STE. MARIE

Visitors inject new capital into the community, which makes the tourism sector especially valuable for the local economy. The Tourism Sault Ste. Marie division of the Sault Ste. Marie Economic Development Corporation (SSMEDC) works to draw visitors to the community. To do this, staff uses a number of methods and tactics. The division's core techniques are securing and supporting major conferences, sports tournaments and special events, attracting cruise ships, motor coach tours and other group excursions, selling vacation packages online and direct to consumers around the world, developing tourism infrastructure and new products, and marketing area attractions and festivals to strategic locations across Ontario and the U.S.

As a higher-level objective, the SSMEDC will work with partners to 'reset' tourism and build a stronger organization in 2019. Through the Destination Next process, the SSMEDC will develop a new Tourism Master Plan and build a stronger brand for tourism in Sault Ste. Marie. When a destination thinks and acts like a genuine brand, the entire community understands what the promise is and how to deliver the right experience. Leading destinations that deliver on their promise to their guests, stakeholders and influencers will benefit from enhanced guest satisfaction and community support. The right strategy provides profitable pricing opportunities for the business sector as well as an enhanced community pride, tax benefits and the power of a positive experience.

OBJECTIVES:

1. Increase year-round overnight leisure travel to Sault Ste. Marie
2. Diversify product offerings through packages and itineraries
3. Enhance product and tourism infrastructure development
4. Strengthen the Sault's position as a sports tourism and conference destination
5. Leverage the community's location to build outdoor opportunities
6. Focus on building and improving festivals and events and the associated network

AREAS OF FOCUS

- ▶ Conferences, Sports Tournaments & Special Events
- ▶ Travel Trade, Group Tours & Cruise Ships
- ▶ Attractions Packaging
- ▶ Product & Tourism Infrastructure Development
- ▶ Tourism Marketing

The SSMEDC will undertake the following tourism activities in 2019:

- Create a new Tourism Master Plan and refine the Memorandum of Understanding with the City of Sault Ste. Marie
- Execute the Destination Next model

CONFERENCES, SPORTS TOURNAMENTS & SPECIAL EVENTS

The SSMEDC works with local partners to secure major conferences, sports tournaments and special events. Staff has expertise in preparing comprehensive bid packages for events, which are submitted to regional, national and international organizations that hold major tournaments, meetings and conventions. The SSMEDC makes a business case on why the events should be held in Sault Ste. Marie.

When a major event is slated to take place in the community, the SSMEDC also provides general support to organizers. Staff can help secure funding from the various levels of government and offers a number of other services to help make the event a success. The goal is to ensure the conferences and tournaments attract as many visitors to the community as possible and that – wherever possible – the event returns to Sault Ste. Marie.

To generate event leads, the SSMEDC attends marketplace forums like the Canadian Sport Tourism Alliance Sports Events Congress and Canadian Society of Professional Event Planners (CanSPEP) Conference. At these and other tradeshows, staff promotes Sault Ste. Marie as prime location to host an event. The SSMEDC also coordinates regular familiarization (FAM) tours with conference planners and sports organizations to further support the bid process. Direct sales calls to

these agencies are also made. The overall goal is to attract major events to the community.

On the special events front, the SSMEDC also develops new initiatives. One recent example is the WTF Festival. Established in 2018, the multi-day event is held in May and is designed to attract visitors in a historically quiet tourism month between the end of the winter ski season and the start of the summer Agawa Canyon Tour Train season. The SSMEDC's goal is to make it an annual, sustainable festival.

OBJECTIVES AND TARGETS 2019:

Bid on 20 new conferences and sports events

Worked with community groups to secure 25 events and host these events

Generate 20,000 visitor days from event attraction and hosting

Generate \$3 million in direct visitor spending from event attraction and hosting



TRAVEL TRADE, GROUP TOURS & CRUISE SHIPS

The SSMEDC works to attract motor coach tours, cruise ships and other group travel to the community. The focus of these excursions generally centres around the Agawa Canyon Tour Train and driving tours along Lake Superior. Another common feature for these tours is culture, heritage and the arts, including the Group of Seven product offering that was developed by the SSMEDC in 2015. It includes stops at the Art Gallery of Algoma, the Ermatinger-Clergue National Historic Site, Canadian Bushplane Heritage Centre and Agawa Canyon. On the tour, visitors view original works, learn about the painters and even take part in a tutorial by a professional artist.

Group travel is typically from Canada and the U.S., though there has been an uptick from the Asian and European market in recent years – specifically from South Korea, Japan, China, the United Kingdom and Germany. The SSMEDC attracts group tours by meeting and establishing relationships with tour company representatives at travel trade events, such as the American Bus Association Marketplace, Rendez-vous Canada Marketplace, National Tour Association Travel Exchange, Ontario Motor Coach Association Marketplace and Canadian Inbound Tourism Association Marketplace. At these forums, the SSMEDC promotes Sault Ste. Marie using marketing material and face-to-face pitches. Working in partnership with Destination Northern Ontario, Destination Ontario and Destination Canada, the SSMEDC also provides familiarization (FAM) tours to group travel operators. Attractions and scenery are showcased, with the goal of having the operators send group tours to Sault Ste. Marie.

A relatively new area of group tour travel in Sault Ste. Marie is cruise ships. The SSMEDC works with luxury passenger liners to attract the vessels to the community. These ships make regular day stops here, and passengers tend to visit downtown attractions and businesses, including the Canadian Bushplane Heritage Centre, Ermatinger-Clergue National Historic Site and Sault Ste. Marie Museum. Coastal driving excursions are also offered and used to give the visitors a Lake Superior experience. The various itineraries are available for passengers to pre-book before their departure. The SSMEDC partners with cruise ship companies to develop unique land itineraries.

OBJECTIVES AND TARGETS 2019:

Attract and host 250 motor coach tours

Generate 17,000 visitor days from motor coach tours

Generate \$2.5 million in direct visitor spending from motor coach tours

Attract 20 cruise ship visits that bring more than 4,000 visitors to the community

ATTRACTION PACKAGES

The SSMEDC develops vacation packages and sells them online and direct to consumers around the world. These two-and-three-night accommodation bundles feature a wide range of experiences for visitors to choose from, including:

- Agawa Canyon Train Tour
- Downhill skiing
- Cross-country skiing and snowshoeing
- Heritage, culture and culinary
- Golf
- Fishing/Outdoors

Packages may also include events that come to Sault Ste. Marie, such as concerts and major sports events. Offering visitors a bundled experience provides an add-on opportunity and encourages an extended stay. The goal of selling vacation packages is to give visitors a valued purchase.

Another goal is to offer a convenient one-stop-shop location where traffic is driven to the SSMEDC's Tourism website, www.saulttourism.com, which gives exposure to all of the other attractions and visitor features in the community. These bundles are sold on the SSMEDC's Online Reservation System. The web portal was developed and unveiled in 2011 as the first of its kind in Northern Ontario.

OBJECTIVES AND TARGETS 2019:

Sell 4,100 vacation packages

Generate 8,500 visitor days from vacation package sales

Generate \$1.2 million in direct visitor spending from vacation package sales

Review and potentially update the SSMEDC's Online Reservation System

PRODUCT & TOURISM INFRASTRUCTURE DEVELOPMENT

To attract visitors, the SSMEDC works to develop new products and tourism infrastructure. The goal is to provide fresh and exciting opportunities for group and individual travellers. For example, the SSMEDC works with partners to build strong arts and cultural assets, including Group of Seven, Indigenous tourism and culinary experiences. Staff also develops educational itineraries for student group travel, driving tours along Lake Superior, and new signature events like the WTF Festival.

For tourism infrastructure, the SSMEDC works with partners to develop new initiatives. Examples include cycling trails, Indigenous experiences, cultural and culinary offerings, snowmobile and powersport opportunities, and enhancements to the Agawa Canyon Tour Train. Here, too, the goal is to attract visitors by providing new experiences and product enhancements to provide market ready products for travellers to enjoy in the Sault Ste. Marie area.

OBJECTIVES AND TARGETS 2019:

Continue to develop Group of Seven product experiences and Great Lakes driving tours

Continue to enhance the Sault area's cycling trail infrastructure

Continue to develop Indigenous and culinary tourism offerings

Continue to enhance the Agawa Canyon Tour Train with onboard technology and park activities

Continue to develop snowmobile and powersport opportunities that originate in Sault Ste. Marie

TOURISM MARKETING

To attract visitors, the SSMEDC undertakes a vast amount of tourism marketing activity. The organization produces an annual Visitors Guide, which is available in both hard copy and digitally, along with a Visitor Map. Staff also maintains the Tourism Sault Ste. Marie website, www.saulttourism.com, and provides content to the Northern Ontario visitor web portal, www.northernontario.travel. Social media is another key medium. The SSMEDC conducts visitor-focused marketing through the Sault Ste. Marie Ontario Facebook page, Northern Ontario Facebook page, and @SaultTourism Twitter and Youtube channels. To enhance its marketing efforts, staff works with partner businesses and industry organizations, including Destination Northern Ontario and Algoma Country.

The SSMEDC also delivers seasonal marketing campaigns to promote major attractions. For the summer and fall, the focus is on the Agawa Canyon Tour Train, the region's No. 1 travel generator. The attraction is promoted through targeted campaigns on social media, along with print and television advertising. Thanks to these efforts, along with some lobbying efforts by the SSMEDC and its partners, the tour train was recently named by Destination Canada as a "Canadian Signature Experience," the only one in Northern Ontario. The iconic attraction is generally promoted in strategic markets in Southern Ontario and the American midwestern states of Michigan, Wisconsin, Ohio, Indiana and Illinois. In recent years, it has also been marketed globally in targeted countries like Germany, Japan, the United Kingdom, China and South Korea. Along with the train tour, the

SSMEDC markets additional attractions and tourism offerings, including fishing and other outdoor opportunities, cultural and culinary experiences, and various festivals and events.

For the winter season, the SSMEDC's tourism marketing is focused on Searchmont Resort, the region's largest ski hill. To promote the resort, the SSMEDC delivers targeted marketing campaigns in Northern Ontario and Michigan using social media and other digital channels, along with print and television ads. The campaigns emphasize the mountain's terrain, vertical, snowfall and ticket price point. For winter months, the SSMEDC also focuses its marketing on cross-country skiing, snowshoeing, ice fishing and other outdoor activities available in Sault Ste. Marie.

In its tourism marketing efforts, the SSMEDC also hosts television productions, travel writers and other media personnel for familiarization (FAM) tours. The goal is to generate significant advertisement for Sault Ste. Marie and area attractions. The SSMEDC typically generates these opportunities by attending industry tradeshow, such as the Canada Media Marketplace, Travel Media Association of Canada Conference and GoMedia forum. At these events, pitches are made to attract travel media to the city.

OBJECTIVES AND TARGETS 2019:

Foster growth in Agawa Canyon Tour Train ridership

Foster growth in Searchmont Resort visitations

Generate \$750,000 in unpaid media exposure through media FAM tours

CORPORATE SERVICES

Corporate Services plays an important role in all aspects of the Sault Ste. Marie Economic Development Corporation (SSMEDC). The division provides overall support for the delivery of the organization's programs and services. Its focus includes the following areas: accounting, financial management, asset management, contract management, procurement, human resources, Board governance, customer information services, creative design and branding, and corporate communications.

ACCOUNTING

Staff ensures accuracy in the general ledger to generate timely month-end and year-end reports, including variance analysis. This provides financial statement users with accurate and timely financial information. Staff also manages the audit process, including working papers, to ensure compliance with accounting standards, corporate by-laws and the SSMEDC's Memorandum of Understanding with the City of Sault Ste. Marie.

FINANCIAL MANAGEMENT

Division staff manages the process to develop annual budgets to ensure accuracy and completeness. Accounts payable and accounts receivable are managed to ensure positive cash-flow for the corporation. Staff also prepares quarterly meeting packages for the Finance & Audit Committee and Board

of Directors for distribution one week prior to meetings. As well, staff continues to review and create financial policies on an annual basis to ensure effective policy development.

ASSET MANAGEMENT

Staff coordinates maintenance and preventative care of existing SSMEDC assets to ensure good working order for employee safety and retaining value. The division also manages a rotation schedule for all information technology assets to ensure proper system requirements are available to allow staff to effectively perform their duties. As well, staff manages the disposal of all existing assets to maintain inventory schedules and maximize value.

CONTRACT MANAGEMENT

The division coordinates with all staff to satisfy reporting requirements, as outlined in contribution agreements from multiple government agencies. Staff also completes a due diligence process on all legal agreements to mitigate risk for the corporation.

PROCUREMENT

Staff manages Request for Proposal processes for the corporation to ensure compliance with procurement policies and to obtain the best value for goods and services. All procurement policies are reviewed on an annual basis.



HUMAN RESOURCES

Staff delivers on the following HR activities: recruitment and selection, succession planning, legislative compliance, job analysis and job design, performance management, compensation and benefits, corporate culture, health and safety, and policy development. The division's goal is to ensure continuity and foster professional growth.

BOARD GOVERNANCE

Division staff coordinates Board of Directors and Executive Committee meeting packages to ensure information is complete and distributed in a timely manner. The division also coordinates with the Nominations Committee to ensure Board membership is complete and in compliance with the corporation's by-laws and the SSMEDC's Memorandum of Understanding with the City of Sault Ste. Marie. Staff also coordinate and prepare materials for the Annual General Meeting.

CUSTOMER INFORMATION SERVICES

The division provides reception services for the corporation, including the direction of walk-in traffic and phone calls, and provides general information to public inquiries.

CREATIVE DESIGN AND BRANDING

Corporate Services facilitates projects with staff to ensure a professional and consistent

look and feel with the organization's brand. The division also provides recommendations to enhance current branding styles.

CORPORATE COMMUNICATIONS

The division is responsible for developing and implementing a strong and effective communications strategy, including the creation and dissemination of communications materials such as press releases, backgrounders, speaking notes, articles, advertisements, social media and digital campaigns, letters and website updates. Corporate Services develops key messaging to keep partners and citizens aware of SSMEDC activity, results generated and return on investment.

CORPORATE COMMUNICATIONS OBJECTIVES AND TARGETS 2019:

Develop a balanced annual budget

Provide accurate and timely monthly financial statements for management and Executive Committee

Provide accurate and timely quarterly financial statements to the Finance & Audit Committee and Board of Directors

Develop a Succession Plan

Develop a Training and Development Plan

Coordinate monthly meeting packages for the Executive Committee and Board of Directors

Develop and publish an Annual Report and four Quarterly Reports to highlight SSMEDC activity and results generated

Develop and publish an Annual Report and four Quarterly Reports to highlight SSMEDC activity and results generated

Foster the development of a new Corporate website

Support the other SSMEDC divisions with the development and publication of the Strategic Plan, corporate Business Plan and Visitors Guide

Provide recommendations to enhance an effective Corporate Communications Strategy

Generate 45 press release that generate positive news stories worth the equivalent of \$300,000 in publicity value.

Publish 240 Facebook posts that generate 500,000 views and 25,000 engagement

Publish 220 LinkedIn posts that generate 170,000 views

Publish 750 Twitter tweets that generate 300,000 views

Grow each corporate social media platform by 200 followers

Nominate SSMEDC projects and initiatives for various provincial and national economic development awards

Maintain the SSMEDC's online Calendar of Events

2019 BUDGET SUMMARY

The 2019 budget is balanced and includes required financial resources to deliver key programs and services identified under each SSMECD division. Municipal funding includes the new Municipal Accommodations Tax (MAT) in the amount of \$700,000, which is conservative based on 2018 actuals. Municipal funding also includes allocations for salaries and benefits for all three SSMECD divisions and GIS services. Under Corporate Services, salaries and benefits include all staff, except for allocations specifically tied to government funding programs and projects. Development expenses include FAM tours, group tours, development prospects, events and workshops, consulting fees, sponsorships, GIS system, and general development (product development, train tour shortfall payment, etc.).

	TOTAL	TRAVEL & TOURISM DEVELOPMENT	BUSINESS DEVELOPMENT	CORPORATE SERVICES
REVENUE				
Municipal Funding	2,002,649	700,000	51,749	1,250,900
Federal Funding	192,184	—	188,824	3,360
Provincial Funding	976,051	593,185	379,866	3,000
Other	760,183	279,500	224,413	256,270
Deferred Capital Contributions	247,558	—	—	247,558
Total Revenue	4,178,625	1,572,685	844,852	1,761,088
EXPENSES				
Salaries & Benefits	1,689,997	55,000	338,150	1,296,847
Administration	202,151	27,300	42,238	132,612
Amortization	278,129	—	—	278,129
Brochures	27,375	22,500	3,875	1,000
Promotional Items	141,600	62,850	53,950	24,800
Advertising	476,228	456,158	10,070	10,000
Travel	115,000	72,000	41,500	1,500
Development	1,200,855	835,237	350,619	15,000
Membership/Subscriptions	47,290	41,640	4,450	1,200
Total Expenses	4,178,625	1,572,685	844,852	1,761,088
Net Income (Deficit)	—	—	—	—

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

705-759-5432 | INFO@SSMEDC.CA
WWW.SAULT-CANADA.COM



**ANNUAL
REPORT
2018**

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

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PRESIDENT'S MESSAGE

In 2018, we saw some major projects begin and others come to completion. It definitely was an interesting year.

One of our most significant results was the sale of Searchmont Resort. In 2014, the SSMEDC purchased the ski hill. The transaction was required to ensure the community asset remained open and sustainable. From the start, our goal was to facilitate capital improvements to the resort, then sell it to a viable new owner. In November 2018, following a years-long asset management process, we reached our goal by selling the ski hill to Wisconsin Resorts Inc.

Also in 2018, our staff led a project team that, in partnership with the City of Sault Ste. Marie, submitted a proposal to Noront Resources, a company that's planning to build a ferrochrome processing facility in Northern Ontario. Ours was one of four submissions sent to Noront and, in the summer, we were shortlisted with Timmins to move onto the final stage of the site selection process. This and other investment attraction initiatives will continue in 2019.

Meanwhile, in our business support efforts, 2018 was also a strong year. Our staff delivered 776 client consultations, which led to 177 business startups and 31 business expansions. This activity created 243 jobs, retained another 180 jobs, and spurred more than \$19 million in new investments towards growth and development projects.

On the visitor-attraction front, our Tourism Sault Ste. Marie division secured or supported 20 events and sold 3,513 vacation packages. Our staff also attracted 253 motor coach tours and 15 cruise ship visits. In total, this activity generated more than 59,000 visitor days and \$8.87 million in direct visitor spending.

For their role in producing these results, I thank the SSMEDC staff team. As well, I'd like to give kudos to all of our volunteer Board and

Committee members for their work in driving economic growth. I also thank our many partner organizations for their continued support. For economic development to be effective, a team effort is required. I'm very proud to say that we have a great team here in Sault Ste. Marie.

As a final point, I'd like to thank you, the reader, for taking the time to view our 2018 Annual Report. This document outlines our activity and results generated. Our organization receives operating funds from all levels of government and the private sector. This publication serves as a value tool for the public and our partners to see the return on their investment.

For more information on what we do, along with the programs and services we offer, please visit our website at www.sault-canada.com or come see us in our office on the first level of the Sault Ste. Marie Civic Centre.



Terry Rainone
President and Chair of the Board of Directors
Sault Ste. Marie Economic Development
Corporation





INTRODUCTION

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is the community's lead agency for economic development. The organization works to create and retain jobs, draw visitors, attract and support companies, generate wealth for the community, and increase the municipal tax base.

MISSION STATEMENT

The mission of the SSMEDC is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings that facilitate:

- The creation and retention of wealth in the community;
- Increasing productivity and global competitiveness;
- Inward investment and trade; and
- The marketing and promotion of local business development and tourism.

VISION STATEMENT

"Our community, City Council and other partners recognize and value the corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

CORPORATE OVERVIEW

To achieve its objectives of creating and retaining jobs, drawing visitors, attracting and supporting companies, generating wealth for the community, and increasing the municipal tax base, the SSMEDC is organized around three operating divisions:

- Business Development
- Tourism Sault Ste. Marie
- Corporate Services

Though the divisions have unique roles, they work together on undertaking projects and delivering programs. Economic development takes a team effort involving various stakeholders. To deliver programs and carry out projects, the SSMEDC works with a variety of local and regional partners, including the City of Sault Ste. Marie, Province of Ontario, Government of Canada, Sault Ste. Marie Chamber of Commerce, Community Development Corporation of Sault Ste. Marie & Area, Algoma University, Sault College, Sault Ste. Marie Innovation Centre, Algoma Kinniwabi Travel Association, Startup Sault Ste. Marie, Destination Canada, Destination Ontario, Destination Northern Ontario, Algoma Workforce Investment Corporation, Ontario's North Economic Development Corporation, Cruise Ontario, and Great Lakes Cruising Coalition.

OUR TEAM

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is a not-for-profit organization led by a volunteer Board of Directors consisting of business owners, executives and professionals from the private, public and non-profit sectors. Guidance and oversight is provided by the Board, and programs and services are delivered by the staff team.

BOARD OF DIRECTORS

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Director of Business
Development for the Pioneer /
FisherWavy Group of Companies and
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Owner of N-Sci Technologies Inc., an
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Senior Account Manager at Business
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Pramod Shukla

Community Member

Tom Vair

Deputy CAO of Community
Development and Enterprise Services
for the City of Sault Ste. Marie

Kevin Wyer

(Chair of Tourism Sault Ste. Marie)

General Manager of the Delta
Sault Ste. Marie Waterfront Hotel



STAFF

Daniel Hollingsworth, MBA
Executive Director

BUSINESS DEVELOPMENT

Nevin Buconjic, MBA
Manager, Trade, Investment &
Community Marketing

John Febbraro, MBA
Manager, Business Development

Harleen Puaar
Acting Manager, Millworks -
Centre for Entrepreneurship

Zoltan Virag
Manager, Small Business
Advisory Services

Megan Marotta
Small Business Program Coordinator

TOURISM SAULT STE. MARIE

Vacant
Director of Travel & Tourism
Development

Alana Kenopic
Manager, Sports Tourism & Special Events

Jennifer King-Callon
Manager, Meetings & Conventions

Lindsey Ackland
Coordinator, Visitor & Media Relations

Tara Lucarelli
Tourism Partnership Coordinator

CORPORATE SERVICES

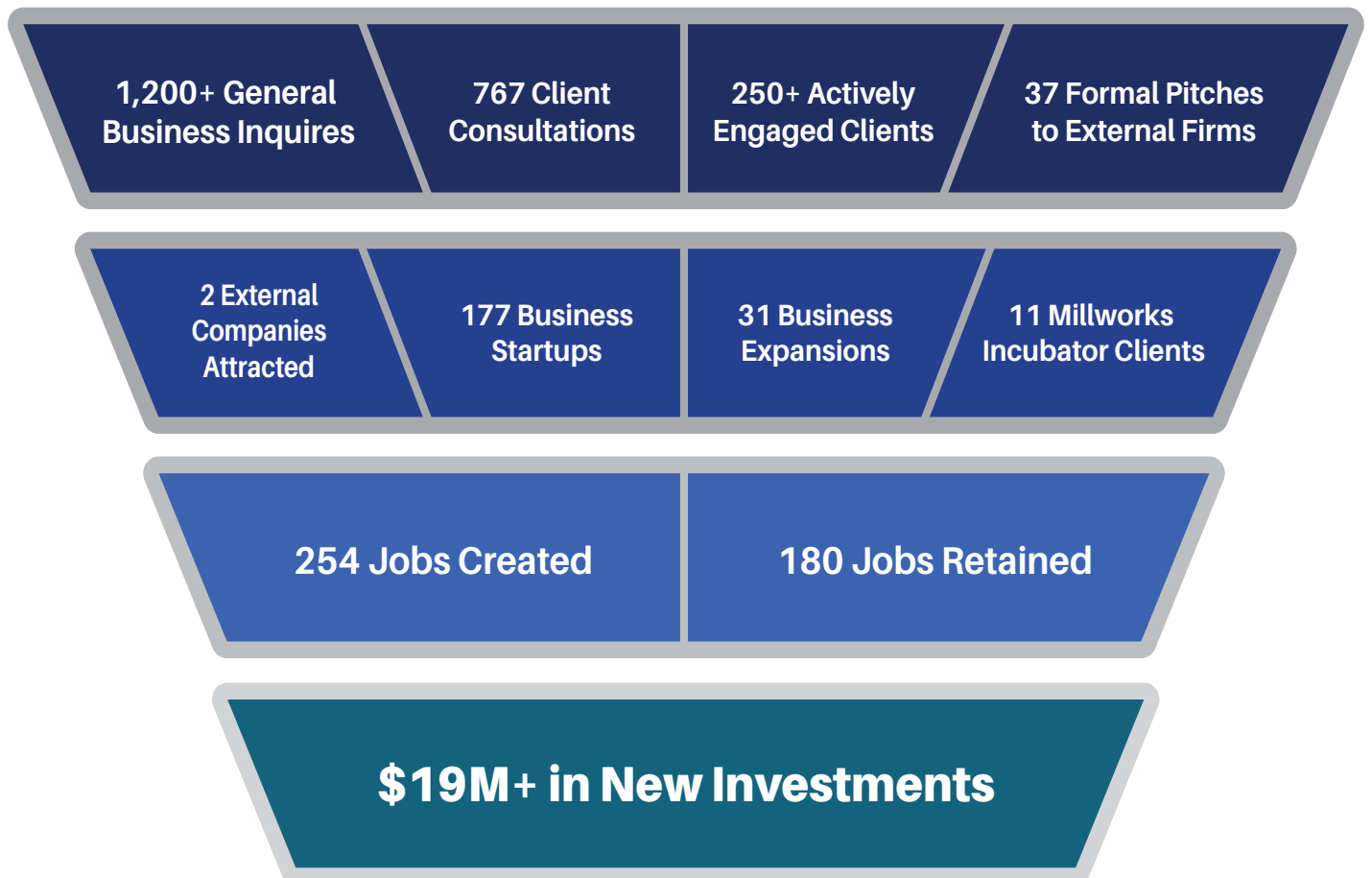
Karen Madigan
Director, Corporate Services

Adam Bouillion
Graphic Design & Social Media Coordinator

Marc Capancioni, MA
Communications Coordinator

Jessica Maione
Finance & Administration Coordinator

BUSINESS HIGHLIGHTS





BUSINESS DEVELOPMENT

The Business Development division of the Sault Ste. Marie Economic Development Corporation (SSMEDC) assists current and aspiring entrepreneurs in their startup and expansion. Staff also works to attract new firms and investment to the community and undertakes strategic projects. As well, the division provides clients with professional business advice, reviewing and assisting with business plan development, and delivers seminars and other outreach activities. The ultimate goal is to create and retain jobs while building a foundation for economic growth. The SSMEDC delivers programs geared to assist companies ranging from summer businesses to large manufacturing firms, and everything in between. Its staff provides a continuum of services for entrepreneurs and businesses of all sizes.

OBJECTIVES

1. Assist companies in their startup, growth and retention
2. Support small businesses and entrepreneurs with training, mentoring and incubation services
3. Increase investment attraction and trade opportunities
4. Identify and assist in developing clusters in growth or emerging sectors
5. Undertake special projects to grow economic infrastructure

RESULTS

In 2018, the SSMEDC delivered 767 business consultations with entrepreneurs and business owners. The goal of these sessions is to help people start and grow companies. For a single start-up or expansion, numerous consultations totalling dozens of hours are typically required. In 2018, the SSMEDC also handled more than 1,200 general business inquiries from entrepreneurs and owners seeking information.

In 2018, the SSMEDC facilitated and helped its business clients undertake more than \$19 million in new investment towards growth and development projects. This activity led to 177 new business startups and 34 business expansions. A breakdown of company names, along with the SSMEDC program they were assisted by, is available in the following sections. Also noteworthy is the fact that, throughout 2018, the SSMEDC had more than 250 active client files with companies in various stages of startup and growth.

With SSMEDC clients starting or expanding their businesses, 254 jobs were created in 2018. Another 180 jobs were retained in the community. Note: for these statistics, calculating small business is straightforward, as they typically only involve one to five employees. For larger companies that expand under an SSMEDC program, the jobs figures from the government funding application are

used. Funding agencies like the Northern Ontario Heritage Fund Corporation have these applications vetted by professional accounting firms.

PROGRAMS, SERVICES & ACTIVITY

ENTERPRISE SERVICES / SMALL BUSINESS SUPPORT

Small business is the backbone of the Canadian economy. From its **Millworks - Centre for Entrepreneurship** at the Machine Shop, the SSMEDC delivers enterprise services programs to support this sector. Staff provides assistance to current and aspiring entrepreneurs from the idea stage to execution. The goal is to facilitate small business startups, which ultimately creates jobs. One of the most important services provided in this regard is private counselling to clients interested in specific information about starting a business. The SSMEDC's experienced advisors provide a variety of services to clients during the counselling process. The services and amount of detail vary with particular client needs. However, staff is dedicated to providing as much information as possible to ensure client success. In 2018, the SSMEDC delivered 511 consultations to current and aspiring small business owners. To educate entrepreneurs, staff also hosted or facilitated 118 training sessions and other enterprise service forums, which attracted 936 attendees. One example would be the SSMEDC's annual Bridges to Better Business event.

The SSMEDC administers the **Starter Company Plus** program. Funded by the Province of Ontario, it provides training, mentoring and potential access to funding for non-students to open or grow a business. The corporation also provides general assistance and training to entrepreneurs. In 2018, the SSMEDC assisted a total of 164 small business clients in their business

startup projects. As of December 31, 2018, this activity created 176 jobs. With SSMEDC support, these entrepreneurs made more than \$465,000 in new investments in the community. It's important to note, though, that some of the companies are home-based and don't have commercial locations in the city. Though not all businesses wish to be named, some of the SSMEDC's 2018 small business clients include:

- Alimole Bakery
- Angling Algoma
- Berry Blessings Fruit Farm
- Canadian Shield Ceramics
- Couturier Carpentry
- Dance Core Inc.
- Fetching Photo
- Kelsey Dugas Counselling
- L & D's Art Gallery and Framing
- Lindsay Glass
- MarLo Construction
- Northern Quantity Surveyors
- Orozco Commercial Cleaning
- PhoenixEdge North Development Inc.
- Pinks Nail Spa
- Primal Plastering
- Rachel's Lil' Rockers Tot School
- RW Plumbing & Heating
- SkYn Aesthetic Laser Center
- Twin Contracting
- WellGuard Home Health Advisors

The SSMEDC also administers Summer Company throughout the region. Funded by the Province of Ontario, the young entrepreneur program provides mentoring and grants for students to start and operate their own business during the summer months. To promote the program, the SSMEDC facilitates youth-focuses seminars and workshops. Staff also visits area high schools and post-secondary institutions. In 2018, presentations

were made to 240 students from 12 classes. As well, youth outreach events attracted 772 attendees. With this and other promotional activity, a total of 13 young entrepreneurs took part in 2018 Summer Company program. The businesses were:

- Aiyana Beauty
- Beau Monde
- Bite Media
- Buckle Up Marketing
- Cha Yen inTEAnational
- Copper Country Coffee Roasters
- Enfin Media
- Get Rekt Records
- Hockleycrest Spoon Co.
- Hot Dog Sammy's World Famous Weenies
- P1 Property Maintenance
- SSM Dog Walking & Pet Sitting
- Wil's Badminton Services

Note: Summer Company spaces are allocated to the Sault area by the Province of Ontario. The SSMEDC generally fills the number of allocated program spots every year.

The SSMEDC's Millworks - Centre for Entrepreneurship, which celebrated its two-year anniversary in May 2018, also features a small business incubator. This facility houses a number of companies and provides direct support to entrepreneurs. The goal of the incubator is to support businesses during the first few years of startup and, ultimately, to

help position clients for long-term success in the community. In 2018, the facility hosted 11 businesses, which is near full capacity, including:

- BonZa Global Inc.
- Copper Country Coffee Roasters
- Diverse Computing Inc.
- Eqol
- Jeronamo Solutions
- NorthStar Consulting Ltd.
- On Focus Now
- Possibilities Group
- Success With Digital
- UMG Media Corp.
- WFG Securities Inc.

Note: A few of these companies left the incubator and set up in other locations during 2018. A few others began operating at the incubator in 2018 as office space became available.

	TARGET	ACTUAL
Small Business Startups	30	177
Job Creation	50	189

THREE-YEAR COMPARISON	2016	2017	2018
Small Business Startups	30	184	177
Job Creation	37	186	189

- Small business startups are based partially on how many grant spaces are allocated by the provincial government to the Sault area for the Starter Company and Summer Company programs. However, beginning in 2017, the province opened up the newly-named Starter Company Plus to entrepreneurs of all ages, and the SSMEDC began offering program training to all area entrepreneurs, regardless of whether they were applying for grant money. This change greatly increased the number of small business startups for 2017 and 2018. Moving forward, the annual targets will be altered to reflect the higher number of client startups in recent years.



The SSMEDC was a great resource. Their staff helped me develop a business plan, which I used to secure funding and ultimately start my company. I thank the SSMEDC team for all their support.

Adam Vallee
Owner of Angling Algoma

BUSINESS GROWTH SERVICES

A majority of economic growth comes from within. That is to say: growing local business is a cornerstone to a prosperous community. The SSMEDC's Business Retention & Expansion program helps companies grow by evaluating and addresses clients' key needs and concerns and by helping firms become more globally competitive. Under the program, staff undertakes a consultation process to gather intelligence and develop strategies to address the needs of a business. If a client needs financial assistance to modernize or expand capacity, purchase new equipment, or needs to enhance infrastructure, a funding application is made to an agency, such as the Northern Ontario Heritage Fund Corporation, FedNor or the Business Development Bank of Canada. As well, the SSMEDC works on funding solutions with private investors and commercial lending institutions.

In 2018, the SSMEDC conducted 201 client consultations under its Business Retention & Expansion program. Staff visited and worked with a total of 76 companies. This activity led to 31 local businesses expanding their operations. As of December 31, 2018, the investments made into these growth projects totaled \$16.5 million, 66 new full-time jobs were created and another 180 jobs were retained. Moving forward, if all the 2018 growth projects for SSMEDC clients continue to advance in 2019 and beyond, total job creation will be 272 full-time positions and total growth investments made in the community will be \$36.1 million. This further activity will be reported on in future SSMEDC Annual Reports. Note: for job creation and economic impact figures, the SSMEDC pulls the information from the funding applications submitted by SSMEDC business clients to government agencies and financial institutions. These organizations have the applications vetted by professional accounting

firms, which provides an added level of credibility to the metrics being reported on.

Though not all clients wish to be named publically due to confidentiality concerns, and some business owners don't want specific details on their project released, clients assisted by the SSMEDC under its Business Retention & Expansion program in 2018 include:

- Atlas Autoparts
- Avery Construction & Transportation Services
- Beta Fluid Power
- Dixie Lee Fried Chicken
- Fallen Angels Cleaning Service
- Jax & Hail SugarBrig
- Kumon Educational Services
- Lallemand Plant Care
- SIS Group
- Searchmont Ski Resort
- Soo Foundry & Machine
- Staite Builders
- Strong Minds Fitness
- Trimount Construction
- Vibe Eatery & Juice

“It is through the SSMEDC's efforts that keep our wheels spinning for both ideas and opportunities that will enhance our business, keep people employed and create synergies between local companies. We appreciate the discretion and professionalism that we receive when discussing and exploring the very needs of our business.”

Jeff Avery

President of Avery Construction
& Transportation Services

Under the Business Retention & Expansion Program, the SSMEDC also undertakes strategic, multi-year initiatives. In 2018, for example, the corporation advanced a number of projects designed to assist local companies in their growth, including:

- Airport Expansion Initiative, an SSMEDC-led project designed to develop the airport site with additional industrial and commercial components
- Industrial Technology Benefits (ITB) program, a partnership between the SSMEDC, FedNor and Ontario's North Economic Development Corporation to develop opportunities for area businesses to take advantage of Federal Government contracts in aerospace and defense
- An SSMEDC-led project to develop opportunities for local companies to enter into the mining supply and services sector
- Paper Mill District initiative, a partnership between the SSMEDC and local investors to develop a destination attraction on the former St. Marys Paper site

	TARGET	ACTUAL
Business Expansions	30	31
New Investments	\$20M	\$16.5M

THREE-YEAR COMPARISON	2016	2017	2018
Business Expansions	20	38	31
New Investments	\$34.7m	\$17M	\$16.5M

- This SSMEDC program typically deals with large businesses that undertake large-scale development projects. As such, a single major growth initiative, which can total tens of millions of dollars and hundreds of jobs, would skew results for that year. This is why the investment figure from 2016 is considerably higher than 2017 and 2018. Also, with a provincial election held in 2018, business grant and loan programs were halted for several weeks, which impacted client growth projects.

“BioForest and its parent company **Lallemand Plant Care** have benefited from the support of the SSMEDC's Business Development staff. The team helped connect us with resources to support our continued investment in the community, as well as information to help promote Sault Ste. Marie as a place to do business.”

Michael Pratt
Commercial Director for Lallemand Plant Care

Left: Digital transformation expert and business owner Andrew Au delivers the keynote address at the SSMEDC's Bridges to Better 2018.

Below: Members of the SSMEDC team with local business owners and political representatives at the 2018 PDAC Global Mining Expo.



INVESTMENT ATTRACTION

Through its Invest Sault Ste. Marie program, the SSMEDC focuses a considerable amount of effort on positioning and marketing the community as an ideal location to establish and grow a business. The goal of this initiative is to attract business and investment by enhancing the Sault's economic development capacity and performance in key sectors. The focus of the program is two pronged: developing a solid foundation towards creating opportunities for local business and enhancing investment attraction programming for the community.

To attract external business and investment, the SSMEDC undertakes strategic marketing campaigns and makes formal pitches to external companies and investors. The goal is to have new businesses set up operations in Sault Ste. Marie. In 2018, staff made 37 formal pitches to external businesses and investors. These pitches were detailed and involved extensive meetings often over the course of several days. The SSMEDC also made 251 informal pitches, which would include comprehensive yet relatively short discussions with external businesses at trade shows and other forums. Overall, the pitches included development opportunities in the following sectors:

- Agriculture
- Aviation
- Financial Services
- Information Technology
- Manufacturing
- Publishing and Filmmaking
- Renewable Energy
- Ski Resort

In 2018, the SSMEDC also hosted four foreign delegations and companies for inbound exploratory visits. They were from

the Czech Republic, South Africa, Australia and the United States. Of these pitches and prospective deals listed in the paragraph above, two were closed by year-end. One was related to an external publishing and filmmaking company that's set to operate in Sault Ste. Marie at the SSMEDC's Millworks incubator in early-2019. The other was a U.S.-based company, Wisconsin Resorts Inc., which purchased Searchmont ski hill in November 2018. This transaction led to an immediate investment of \$2 million into the community. However, the company is planning to expand the attraction in years to come, which is expected to generate millions more in investments. Job creation numbers related to these two new businesses setting up in the Sault area will be calculated in future years.

	TARGET	ACTUAL
Business Attraction Formal Pitches	15	37
Business Attraction Successes	2	2

THREE-YEAR COMPARISON	2016	2017	2018
Business Attraction Formal Pitches	n/a	17	37
Business Attraction Successes	n/a	3	2

- *Invest Sault Ste. Marie is a relatively new program for the SSMEDC and, as such, statistics for 2016 are not available. The investment figures for business attraction activity for that year were captured under Business Growth Services results.*

Throughout 2018, the SSMEDC continued to lead a project designed to attract a ferrochrome processing facility to Sault Ste. Marie. Noront Resources Inc. is planning

to build the complex in Northern Ontario. If realized, it's expected to employ more than 300 people while also generating a significant amount of indirect and induced job opportunities. A project team, led by the SSMEDC and City of Sault Ste. Marie, developed a comprehensive business case and presented it to the company in 2018. During the year, this investment attraction initiative remained ongoing, with a number of activities undertaken. Noront eventually shortlisted Sault Ste. Marie and Timmins as possible host locations. In 2019, the SSMEDC will continue to work on securing this major employment opportunity.

Under its Invest Sault Ste. Marie program, the SSMEDC also assists business clients in entering the export market. With local companies selling products and services to global markets, jobs are created and retained in Sault Ste. Marie. In 2018, the SSMEDC conducted 55 export-specific consultations with various companies. This activity ultimately helped seven local businesses enter or further expand into the exporting market. The firms included:

- Black Fox Fishing
- Norpro Company
- OC Bath & Body Manufacturing
- Ontario Wild
- TruNorth Chaga
- SIS Manufacturing
- Soo Foundry & Machine

To generate exporting opportunities for clients and attract investment to the community, the SSMEDC attends a number of sector-specific trade shows. In 2018, staff took part in nine such forums:

- Best Defense Conference
- Canadian Business Aviation Association

(CBAA) Aviation Conference

- CANSEC Defense Tradeshow
- International Manufacturing Technology Show
- MicroGrid Conference
- National Business Aviation Association (NBAA) Business Aviation Convention & Exhibition
- Northern Ontario Road to Defence
- Procurement Employment Partnerships (PEP) 2018 Indigenous Conference
- Prospectors & Developers Association of Canada (PDAC) Global Mining Expo

To promote Sault Ste. Marie and generate investment opportunities, the SSMEDC also takes part in outbound business trade missions and exploratory visits to international markets. In 2018, staff engaged in four such missions to Michigan and northern Nevada.

During 2018 we continued to expand our heavy component work in wind towers, across Canada. This work involves a lot of training, marketing, and capital investment. Along the way, we have had many questions regarding possible assistance in those areas. My first call is always to the SSMEDC.

Robert Cohen
President of Soo Foundry & Machine

The SSMEDC team successfully helped my company from start to finish with our NOHFC application and walked us through the complete process from start to finish. Their professionalism and knowledgeable staff was able to guide us through this very long process with a positive outcome.

Tyler Onofrio
Co-Founder & Owner,
OC Hair Bath & Body Manufacturing

SPECIAL PROJECTS

Economic development is a fast-moving field. Opportunities often present themselves, and economic developers need to jump on them. At the SSMEDC, staff undertakes special projects and initiatives when opportunities arise. The projects, which generally span the course of several years, support community growth and the further engagement of private sector capital to create new employment opportunities. For 2018, the SSMEDC made progress on the following special projects and initiatives:

- Smart Energy Strategy – the SSMEDC is working to create a nationally-recognized Centre of Excellence in this sector to attract private and public sector partners for research and development, commercialization, and to provide experiential learning for post-secondary students and to incubate energy firms.
- Foreign Trade Zone – to help local businesses grow their import and export opportunities, the SSMEDC is working to establish a foreign trade zone in Sault Ste. Marie. FTZs are a specific location within

a country that is officially designated for eligibility for tariff and tax exemptions with respect to the purchase or importation of raw materials, components or finished goods. Such materials and goods can generally be stored, processed or assembled in the zone for re-export, in which case taxes and duties typically would not apply, or for entry into the domestic market, in which case taxes and duties would be deferred until the time of entry.

- Industrial Land Development – to help market the community's industrial and commercial properties, the SSMEDC works with area realtors to promote business opportunities to global investors while also providing external firms with an efficient method of tapping into local development prospects.



Right: Prior to the Searchmont sale announcement, former SSMEDC President Don Mitchell (left) greets Joe Kosik from Wisconsin Resorts.

Below: In May 2018, SSMEDC client Norpro Company expanded and opened an office in Sault Ste. Marie, Michigan.



“The SSMEDC was extremely helpful in getting our business off of the ground. I am very fortunate to have received all the assistance that we did.”

Lars Moffatt
Owner of Copper Country Coffee Roasters



“The Sault Ste. Marie Economic Development Corporation helped me in taking my business to the next level. The assistance was a huge help for me.”

Cody McElrea
Owner of TruNorth Chaga

“We couldn't ask for a better location to be operating the launch of our WFG business here in Sault Ste. Marie. We are grateful to have the support of the SSMEDC and the incubator at the Millworks - Centre for Entrepreneurship.”

Brad Jacobs
Marketing Director for WFG Securities Inc.





TOURISM HIGHLIGHTS

**3,513 Vacation
Packages Sold**

**\$500,000 Marketing Value
from FAM Tours**

**20 Events
Hosted**

**253 Motor
Coach Tours**

**15 Cruise
Ship Visits**

59,000+ Visitor Days Generated

**\$8.87M Total Direct
Visitor Spending**



TOURISM SAULT STE. MARIE

Visitors inject new capital into the community, which makes the tourism sector especially valuable for the local economy. The Tourism Sault Ste. Marie division of the Sault Ste. Marie Economic Development Corporation (SSMEDC) works to draw visitors to the community. To do this, staff uses a number of methods and tactics. The division's core techniques are securing and supporting major conferences and sports tournaments, attracting cruise ships and motor coach tours for group excursions, selling vacation packages online and direct to consumers around the world, developing tourism infrastructure and new products, and marketing area attractions and festivals to strategic locations across Ontario and the U.S.

OBJECTIVES:

1. Increase year-round overnight leisure travel to Sault Ste. Marie
2. Diversify product offerings through packages and itineraries
3. Enhance product and tourism infrastructure development
4. Strengthen the Sault's position as a sports tourism and conference destination
5. Leverage the community's location to build outdoor opportunities
6. Focus on building and improving festivals and events and the associated network

RESULTS

In 2018, Tourism Sault Ste. Marie activity of attracting and supporting events, drawing group tours and cruise ships and selling vacation packages generated more than 59,000 visitor days and \$8.87 million in direct visitor spending. Note: these figures are calculated using industry and government-accepted models of \$150 per person, per day. However, direct visitor spending also generates a considerable amount of indirect and induced economic activity for the local economy.

	TARGET	ACTUAL
Events	25	20
Visitor Days	20,000	18,000
Visitor Spending	\$3.0M	\$2.74M

THREE-YEAR COMPARISON	2016	2017	2018
Events	25	31	20
Visitor Days	24,000	26,000	18,000
Visitor Spending	\$4.1M	\$4.3M	\$2.74M

- Event attraction is often a multi-year process, where work from one year carries over to the next. As such, it's important to look at event results over a period of several years. With this in mind, the SSMEDC endeavours to attract or support 25 events per year. Looking at the average between 2016 and 2018, that target was met.



PROGRAMS, SERVICES & ACTIVITY:

CONFERENCES & SPORTS TOURNAMENTS

The SSMEDC works with local partners to secure major conferences, sports tournaments and special events. Staff has expertise in preparing comprehensive bid packages for events, which are submitted to regional, national and international organizations that hold major tournaments, meetings and conventions. The SSMEDC makes a compelling case on why the events should be held in Sault Ste. Marie. When a major event is slated to take place in the community, staff also provides general support to organizers. The SSMEDC can help secure funding from the various levels of government and offers a number of other services to help make the event a success. The goal is to ensure the conferences and tournaments attract as many visitors to the community as possible and that – wherever possible – the event returns to Sault Ste. Marie.

In 2018, the SSMEDC worked with community groups to attract or host 20 conferences and sports tournaments. These events drew more than 6,100 visitors, which generated over 18,000 visitor days and \$2.74 million in direct visitor spending. The conferences and sports tournaments and special events included:

- Ontario Colleges Athletic Association (OCAA) Curling Championships
- Guy Vetrie Basketball Tournament
- Ontario University Athletics (OUA) Curling Championships
- Ministry of Natural Resources

Curling Bonspiel

- Special Olympics Alpine Qualifiers
- 3 on 3 Open Ice Hockey Tournament
- Ontario Heritage Conference
- WTF Festival
- Startup Canada Awards - Ontario Region
- Christian Congregation of Jehovah Witnesses Convention
- CAN/AM VIP Poker Run
- Crank the Shield Cycling Race
- Northern Ontario Tourism Summit

The WTF Festival was a blast. It was amazing to be together with so many legendary comedians. The audience was incredible at the packed variety show. More than anything, I was impressed with how hospitable the volunteers were, and how well (festival producer) Tim Progosh and the Tourism Sault Ste. Marie team took care of us.

Jessica Holmes
Comedian

I thank Tourism Sault Ste Marie for their professionalism and enthusiastic involvement in the Great Lakes cruise initiative. Sault Ste Marie's location has been a strategic asset in the growth of trade and industry, and this location remains a positive asset for cruise lines as well. The cruise industry is growing, and we are expecting new expedition-based cruise firms to introduce their inventory into the Great Lakes.

Stephen Burnett
Executive Director of the Great Lakes Cruising Coalition

To generate event leads, the SSMEDC attends marketplace forums like the Canadian Sport Tourism Alliance Sports Events Congress and Canadian Society of Professional Event Planners (CanSPEP) Conference. At these and other tradeshows, staff promotes Sault Ste. Marie as prime location to host an event. The SSMEDC also coordinates regular familiarization (FAM) tours with conference planners and sports organizations to further support the bid process. Direct sales calls to these agencies are also made. The overall goal is to attract major events to the community. Working with community partners, and by attending industry trade shows, the SSMEDC secured or is supporting a number of major conferences, sports tournament and other events for 2019, including:

- Special Olympics Ontario Winter Games
- Travel Media Association of Canada National Conference
- Rivercity Motorsports 250 Snowmobile Race
- Ontario Basketball Association (OBA) Under-17 Championships
- CAN-AM International Snowcross
- World Martial Arts Championship - Canadian Open
- WTF Festival
- Crank the Shield Cycling Race
- Senior Men's Provincial Golf Championships
- CAN/AM VIP Poker Run

Photos on right:

Top: The Pearl Mist docks at Sault Ste. Marie this past summer.

Bottom: A group of tourist enjoy the view of the Agawa Canyon as they prepare to reboard the train.

GROUP TOURS & CRUISE SHIPS

The SSMEDC works to attract motor coach tours and other group travel to the community. The focus of these excursions centres around the Agawa Canyon Tour Train. In 2018, a total of 242 bus tours came to the attraction. This activity drew 11,700 travellers, which generated more than 29,000 visitor days and \$4.39 million in direct visitor spending.

To draw more group tours, the SSMEDC developed a Group of Seven product experience in 2015. The excursion includes stops at the Art Gallery of Algoma, Ermatinger-Clergue National Historic Site, Canadian Bushplane Heritage Centre and Agawa Canyon. On the tour, visitors view original works, learn about the painters and even take part in a tutorial by a professional artist. The SSMEDC also developed a Great Lakes driving tour package for group tours. In 2018, these specialty itineraries attracted a total of 11 motor coach buses. This activity drew 550



travellers, which generated more than 1,300 visitor days and \$206,000 in direct visitor spending.

Group travel is typically from Canada and the U.S., though there has been an uptick from the Asian and European market in recent years. The SSMEDC attracts group tours by meeting and establishing relationships with tour company representatives at travel trade events, including:

- American Bus Association Marketplace
- Rendez-vous Canada Marketplace
- National Tour Association Travel Exchange
- Ontario Motor Coach Association Marketplace
- Canadian Inbound Tourism Association Marketplace

At these forums, the SSMEDC promotes Sault Ste. Marie using marketing material and face-to-face pitches. The SSMEDC also provides familiarization (FAM) tours to group travel operators. Attractions and scenery are showcased, with the goal of having the operators send group tours to Sault Ste. Marie.

The SSMEDC also attracts cruise ships to the area. On this front, staff works with the City of Sault Ste. Marie and agencies like the Great Lakes Cruising Coalition. When luxury passenger vessels come here, passengers tend to visit downtown attractions and businesses, including the Canadian Bushplane Heritage Centre and Ermatinger-Clergue National Historic Site. Coastal driving excursions are also offered and used to give the visitors a Lake Superior experience. The various itineraries are available for passengers to pre-book before their departure. The SSMEDC partners with cruise ship companies to develop unique land itineraries. In 2018, cruise ships docked in Sault, Ontario a total of

15 times. This activity drew 3,000 passengers and injected \$450,000 in direct visitor spending into the local economy. Note: this is based on an average of 200 visitors per ship. The vessels generally carry 200 passengers. Most leave the ships for excursions and to patron downtown businesses. Passengers who don't leave the ship are more than offset by crew members who embark on community visits. As such, the 200 visitors per ship average is a practical average.

	TARGET	ACTUAL
Cruise Ship Visits	15	15
Visitor Days	3,000	3,000
Visitor Spending	\$450,000	\$450,00

THREE-YEAR COMPARISON	2016	2017	2018
Cruise Ship Visits	14	18	15
Visitor Days	2,800	3,600	3,000
Visitor Spending	\$420,000	\$540,000	\$450,000

- 2018 was lower than 2017 due to scheduling conflicts between cruise liners.
- With multiple cruise ships coming to Sault Ste. Marie – in many cases, at the same time – some vessels dock on the U.S. side of the river. Passengers who book excursions in Sault, Ontario, are bused across the bridge.
- With visitors coming to Sault, Ontario, regardless of which side of the border the ship docks on, all cruise ship visits to the Twin Saults were counted in past SSMEDC reports. However, in this report, and moving forward, just the Sault, Ontario docking results are included. This will ensure the SSMEDC reporting matches the results of the City and other local groups.



ATTRACTIONS PACKAGING

The SSMEDC develops vacation packages and sells them online and direct to consumers around the world. These two-and-three-night accommodation bundles feature a wide range of experiences for visitors to choose from, including:

- Agawa Canyon Train Tour
- Downhill skiing
- Cross-country skiing and snowshoeing
- Heritage, culture and culinary
- Golf
- Fishing/Outdoors

Packages may also include events that come to Sault Ste. Marie, such as the SSMEDC-initiated WTF Festival, concerts and major sports events. Offering visitors a bundled experience provides an add-on opportunity and encourages an extended stay. The goal of selling vacation packages is to give visitors a valued purchase. Another goal is to offer a convenient one-stop-shop location where traffic is driven to the SSMEDC's Tourism website, www.saulttourism.com, which gives exposure to all of the other attractions and visitor features in the community. These bundles are sold on the SSMEDC's Online Reservation System. The web portal was developed and unveiled in 2011 as the first of its kind in Northern Ontario.

In 2018, the SSMEDC sold 2,710 two-day vacation packages and 803 three-day packages. This activity generated 7,829 visitor days and \$1.17 million in direct visitor spending. Note: 2018 numbers were lower than 2017, which saw \$1.5 million in direct visitor spending generated from attractions packages. This is due to the fact that, rail track washouts forced the Agawa Canyon Tour Train to cancel six days of operation in 2018, which caused hundreds of attraction packages cancellations.

	TARGET	ACTUAL
Package Sales	4,100	3,513
Visitor Days	10,000	7,829
Visitor Spending	\$1.5M	\$1.17M

THREE-YEAR COMPARISON	2016	2017	2018
Package Sales	6,466	5,652	3,513
Visitor Days	13,000	14,000	7,829
Visitor Spending	\$1.5M	\$1.5M	\$1.17M

- Rail track washouts forced the Agawa Canyon TourTrain to cancel six days of operation in 2018, which caused hundreds of attraction packages cancellations.
- Some packages are two days and other are three days, which is why visitor days and visitor spending vary year to year in relation to number of packages sold.
- Prior to 2018, the SSMEDC reported visitor spending for attraction bundles based on the value of the package sold, which didn't take into account other spending like food and shopping. Beginning in 2018, the SSMEDC began using an average of \$150 per person, per day, which is the industry standard for calculating visitor spending.
- Tour train prices went up between 2016 and 2017, which is why visitor spending doesn't correspond to the same visitor days for those years.
- Motor coach tour attraction is a relatively new activity for the SSMEDC, which is why target and three-year comparison information is not included here.





PRODUCT & TOURISM INFRASTRUCTURE DEVELOPMENT

To attract visitors, the SSMEDC works to develop new tourism products. The goal is to provide fresh and exciting opportunities for group and individual travellers. Throughout 2018, the SSMEDC worked to establish or grow a number of new product initiatives, including:

- Establishing the WTF Festival, which is expected to be an annual event;
- Group of Seven product experiences;
- Great Lakes driving tours;
- Indigenous tourism offerings; and
- Culinary visitor experiences.



For tourism infrastructure, the SSMEDC works with partners to develop new initiatives. Here, too, the goal is to attract visitors by building or growing traveller-related infrastructure. In 2018, progress was made on a number of fronts, including growth in the Sault area cycling trails network. As well, the SSMEDC worked to develop snowmobile and powersport opportunities that originate in Sault Ste. Marie. These initiatives remain ongoing.



TOURISM MARKETING

To attract visitors, the SSMEDC undertakes a vast amount of tourism marketing activity. In 2018, the organization produced a Visitors Guide, which is available in both hard copy and digitally. Staff also maintained the Tourism Sault Ste. Marie website,

Photos on Left:

Top: Boats race down the St. Marys River in the 2nd Annual Poker Run.

Middle: John Catucci and David Mesiano, from the musical comedy duo The Doo Wops, perform in the sold-out 2018 WTF Variety Show at the Canadian Bushplane Heritage Centre

Bottom: Racers ride the trails as part of the 2018 Crank the Shield.

www.saulttourism.com, and provided content to the Northern Ontario visitor web portal, www.northernontario.travel. Social media is another key medium. The SSMEDC conducted visitor-focused marketing through the Sault Ste. Marie Ontario Facebook page, Northern Ontario Facebook page, and @SaultTourism Twitter and Youtube channels.

The SSMEDC also delivers seasonal marketing campaigns to promote major attractions. For the summer and fall, the focus is on the Agawa Canyon Tour Train, the region's No. 1 travel generator. Since 2015, the SSMEDC has assumed all marketing responsibilities for the attraction. The train tour is promoted through targeted campaigns on social media, along with print and television advertising. The iconic attraction is generally marketed in strategic locations in Southern Ontario and the American midwestern states of Michigan, Wisconsin, Ohio, Indiana and Illinois. In recent years, it has also been promoted globally in targeted countries like Germany, Japan, the United Kingdom, China and South Korea. In 2018, ridership was the train tour was 27,387. That's down from 2017, which saw 34,900 riders. However, due to weather issues and track washouts, the 2018 season saw six days of cancellations, which caused passengers levels to drop by several thousand.

For the winter season, the SSMEDC's tourism marketing is focused on Searchmont Resort, the region's largest ski hill. To promote the attraction, the SSMEDC delivers targeted marketing campaigns in Northern Ontario and Michigan using social media and other digital channels, along with print and television ads. The campaigns emphasize the mountain's terrain, vertical, snowfall and ticket price point. The 2017-18 season at Searchmont Resort was nothing short of phenomenal. A total of 37,720 skiers and snowboarders visited the hill, which was a 27% increase over 2016-

17. With higher visitations, total revenue was up 22% year-over-year. A large part of the increases were thanks to Mother Nature. The resort had 76 operational days in 2017-18, compared to 66 days in 2016-17 and 44 days in 2015-16. Increased social media and general marketing efforts from the SSMEDC also helped.

In its tourism promotion, the SSMEDC also hosts television productions, travel writers and other media personnel for familiarization (FAM) tours. The goal is to generate significant advertisement for Sault Ste. Marie and area attractions. In 2018, the SSMEDC hosted 15 travel media FAM tours from a variety of outlets, including National Geographic China, National Geographic Japan, Korea KBS TV, On the Tee Magazine and 55+ Magazine. This activity generated approximately \$500,000 in advertisement value. The SSMEDC typically generates these opportunities by attending industry tradeshow, such as the Canada Media Marketplace, Travel Media Association of Canada Conference and GoMedia forum. At these events, pitches are made to attract travel media to the city.

Note: in the marketing and public relations sector, it's accepted that positive news articles are much more valuable than paid advertisements of the same size. As such, when calculating the value of news coverage, a multiplier is used. The SSMEDC, like many other organizations, uses a multiplier of three. With that in mind, the \$500,000 marketing value amount listed above represents \$167,000 worth of direct ad value.

Securing a major event is a huge undertaking, and it's great to have the support of the Tourism Sault Ste. Marie team. They're a wonderful resource, and we can't thank the staff enough for all they've done to assist us in bringing our event to Sault Ste. Marie.

Tracey Cornacchio

Tournament Director of the 2019 World Martial Arts Championship - Canadian Open



CORPORATE SERVICES

Corporate Services plays an important role in all aspects of the Sault Ste. Marie Economic Development Corporation (SSMEDC). The division provides overall support for the delivery of the organization's programs and services. Its focus includes the following areas: accounting, financial management, asset management, contract management, procurement, human resources, Board governance, customer information services, creative design and branding, and corporate communications.

SEARCHMONT RETENTION INITIATIVE

In December 2014, the SSMEDC took ownership of Searchmont Resort. This transaction was required to ensure the ski hill remained open and sustainable. The organization's goal was to help facilitate upgrades to the community asset, then seek a new owner to further develop the destination. Between 2014 and 2018, the SSMEDC's Corporate Services division provided financial oversight to the resort. Working with the Searchmont Ski Association, which continued to operate the ski hill, the SSMEDC was able to lever funding from the federal and provincial governments to undertake major renovations. These included hill remediation work causing less snow to be required to open runs, new signage, renovations to several slopeside villas, enhancements to the hill's snowmaking system, roofing upgrades, and the purchase of newer groomers and other equipment. Thanks, in part, to these improvements, the 2017-18 season was exceptional. Visitations were up 27% and total revenue was up 22% from the previous year.

This four-year endeavour reached a successful conclusion. In November 2018, the SSMEDC



Photos on Left:

Top: Dozens gather at the SSMEDC office to hear the Searchmont sale announcement.

Bottom: At the November 2018 Searchmont sale announcement are (L to R): SSMEDC President Terry Rainone, Searchmont Ski Association President Tyler Epp, Wisconsin Resorts President Joseph Kosik, and SSMEDC Executive Director Dan Hollingsworth

sold Searchmont Ski Resort to Wisconsin Resorts Inc. The American company owns and manages four ski hills in Michigan and Wisconsin. Its parent corporation, JFK Investment Company LLC, is a privately-owned and operated firm that deals in real estate development, asset management, leasing and consulting. The business also owns or manages more than a dozen commercial properties in the Metro Detroit area. Simply put, Wisconsin Resorts Inc. is a viable new owner for Searchmont Ski Resort, and the company is planning some major enhancement projects for 2019 and beyond.

CORPORATE COMMUNICATIONS

To keep partners and citizens informed of its activity and results, while also promoting its programs and services, the SSMEDC undertakes a number of corporate communications initiatives. This annual report is one example. In 2018, the organization's Corporate Services division also delivered the following communications and public relations activities:

- 48 press releases were written and circulated, which generated 178 positive media articles for the SSMEDC's programs and results. Converted to an advertisement value, this represents more than \$365,000 worth of publicity.
- For social media results, 244 Facebook posts generated 520,817 views and 27,738 engagements, 225 LinkedIn posts generated 172,000 views, and 782 Twitter tweets generated 314,400 views.
- Staff assisted in the coordination and hosting of five press conferences and other corporate events, including the Searchmont sale announcement, WTF Comedy Festival announcement, Bridges to Better Business, Tourism Sault Ste. Marie Awards and World Martial Arts Championship announcement.
- Corporate Services successfully nominated the SSMEDC's Millworks - Centre for Entrepreneurship for a 2017 Collaboration & Partnership Award from the Economic Development Council of Ontario (EDCO), which was announced and presented in February 2018. Staff also nominated three projects for 2018 EDCO Awards and four projects for 2018 Economic Developers Association of Canada (EDAC) Awards.
- Working with Shaw TV, the SSMEDC produced a video profile on its client, Norpro Safety & Security, which aired on Channel 10 for one week and was later archived to the Shaw's Youtube channel. Staff also wrote a profile on local development projects for the Focus North edition of Northern Ontario Business and also developed an ad for the 2018 NOBA Award brochure.
- The SSMEDC wrote content and facilitated the development of the www.saultFPFproject.com website, which is a tool used to promote the Sault's ferrochrome production facility bid and keep citizens informed. Division staff also helped produce the bid package and provided general support to this project.
- 51 news articles were written and posted to the SSMEDC's website portal.
- Corporate Services coordinated the development of the SSMEDC's 2017 Annual Report and 2018 Mid-Year Results Report.
- 10 mass email campaigns were developed to promote SSMEDC events, programs and service offerings.
- In late-2018, the SSMEDC initiated a weekly letter-writing campaign to congratulate or thank various community leaders for their service or accomplishments. Also, division staff wrote 14 letters of support for various community projects.

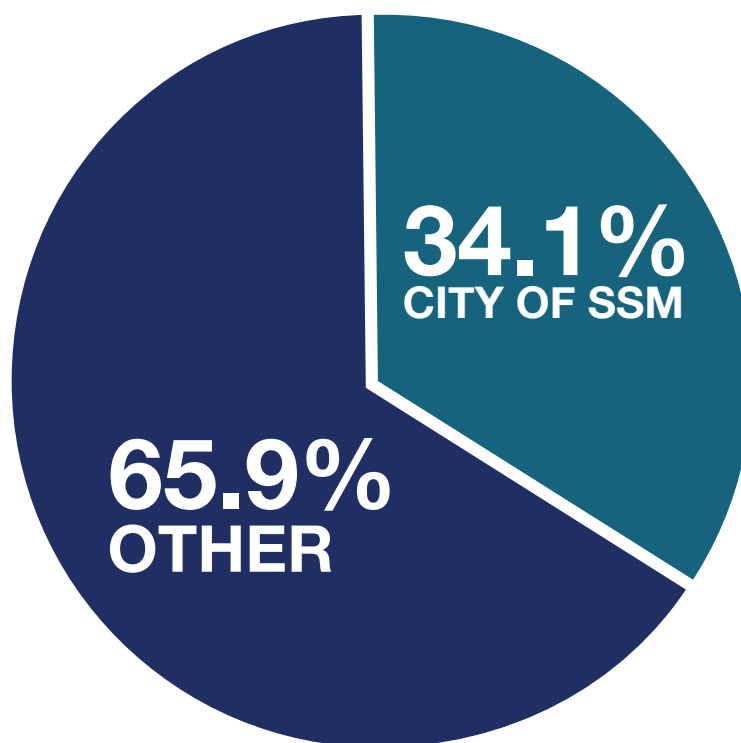
LEVERAGING

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is funded by various sources, including all levels of government and the private sector. In 2018, the organization received \$1.27 million from the City of Sault Ste. Marie. Overall, this represents less than 1% of the municipality's total expenses for the year. The SSMEDC received an additional \$2.46 million from other sources in 2018.

Between 2010 and 2018, the SSMEDC received a total of \$14.53 million from the City of Sault Ste. Marie. The SSMEDC used this funding to secure \$24.2 million from

the federal and provincial governments, the private sector, and other sources. Essentially, for every dollar the SSMEDC receives from the municipality, it secures roughly two dollars from other sources.

The SSMEDC uses its municipal investment to lever significant amounts of additional funds to undertake programs and services on behalf of the community. Being able to access such a high level of funding from senior levels of government and other sources is largely the result of the SSMEDC being an independent, non-profit organization.



SSMEDC FUNDING 2018

FINANCIAL STATEMENTS

SUMMARIZED BALANCE SHEET

DECEMBER 31, 2018

WHAT WE OWN	
Cash	\$1,062,721
Receivables	164,902
Prepaid Expenses	36,945
Investment Certificate	100,000
Capital Assets (net)	1,751,224
TOTAL	\$3,115,792

WHAT WE OWE	
Payables and Accrued Liabilities	280,125
Deferred Revenue	109,228
Loan Guarantee Repayable	100,000
Deferred Capital Contributions	1,452,981
TOTAL	\$1,942,334

WHAT IS LEFT	
Invested in Capital Assets	298,242
Restricted Fund	442,667
Unrestricted Fund	432,549
TOTAL	\$1,173,458

TOTAL	\$3,115,792
--------------	--------------------

SUMMARIZED STATEMENT OF OPERATIONS

DECEMBER 31, 2018

WHERE THE MONEY CAME FROM	
City of Sault Ste. Marie	1,272,205
Government of Canada	13,066
Province of Ontario	754,113
Interest	5,199
Partnership Contributions	176,103
Advertising	40,800
Destination Marketing	512,580
Other	631,208
Amortization of Deferred Contributions Related to Capital Assets	326,009
TOTAL	3,731,283

WHAT THE MONEY WAS SPENT ON	
Salaries and Benefits	1,390,613
Development	1,040,083
Advertising and Promotion	666,494
Networks and Subscriptions	36,939
Administration	128,778
Professional Fees	57,051
Interest on Long-Term Debt	47,622
Amortization of Capital Assets	326,401
TOTAL	3,693,981
NET INCOME FROM OPERATIONS	37,302
GAIN ON DISPOSAL OF CAPITAL ASSETS	302,595
NET INCOME	\$339,897

Audited financial statements are available upon request.

THANK YOU

Thanks to all our 2018 funders for their investments
in local economic development:

- City of Sault Ste. Marie
- Destination Ontario
- Employment and Social Development Canada
 - FedNor
- Northern Ontario Heritage Fund Corporation
- Ontario Ministry of Economic Development, Job Creation and Trade
- Ontario Ministry of Energy, Northern Development and Mines
 - Ontario Ministry of Tourism, Culture and Sport
- Ontario Ministry of Training, Colleges and Universities
 - Sault Ste. Marie Destination Marketing Fund
 - Destination Northern Ontario
 - Various Private Sector Partners

Sault Ste. Marie Economic Development Corporation
Financial Statements
For the year ended December 31, 2018

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Tel: 705-945-0990
Fax: 705-942-7979
Toll-Free: 800-520-3005
www.bdo.ca

BDO Canada LLP
747 Queen Street E
PO Box 1109
Sault Ste. Marie ON P6A 5N7 Canada

Independent Auditor's Report

To the Board of Directors of Sault Ste. Marie Economic Development Corporation

Opinion

We have audited the financial statements of Sault Ste. Marie Economic Development Corporation (the Entity), which comprise the statement of financial position as at December 31, 2018, and the statements of operations, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Entity as at December 31, 2018, and its financial performance and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

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

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

BDO Canada LLP

Chartered Professional Accountants, Licensed Public Accountants

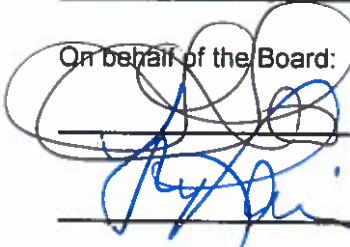
Sault Ste. Marie, Ontario

March 18, 2019

Sault Ste. Marie Economic Development Corporation
Statement of Financial Position

December 31	2018	2017
Assets		
Current		
Cash	\$ 1,594,907	\$ 919,014
Investments - Destination Marketing Fund (Note 10)	1,130,875	1,163,921
Accounts receivable	222,201	640,377
Prepaid expenses	36,945	39,727
Investment certificate (Note 6)	100,000	100,000
	<u>3,084,928</u>	<u>2,863,039</u>
Capital assets (Note 2)	1,751,223	3,568,086
	<u>\$ 4,836,151</u>	<u>\$ 6,431,125</u>
Liabilities and Net Assets		
Current		
Accounts payable and accrued liabilities (Note 4)	\$ 280,124	\$ 725,813
Deferred revenue	109,228	111,630
Deferred revenue - Destination Marketing Fund (Note 10)	1,720,360	1,533,312
Current portion of long-term debt (Note 5)	-	56,021
Loan guarantee repayable (Note 6)	100,000	100,000
	<u>2,209,712</u>	<u>2,526,776</u>
Long term debt (Note 5)	-	1,291,798
Deferred capital contributions (Note 7)	1,452,981	1,778,990
	<u>3,662,693</u>	<u>5,597,564</u>
Net assets		
Invested in capital assets (Note 8)	298,242	441,277
Unrestricted	432,549	149,617
Internally restricted (Note 9)	442,667	242,667
	<u>1,173,458</u>	<u>833,561</u>
	<u>\$ 4,836,151</u>	<u>\$ 6,431,125</u>

On behalf of the Board:

 Director

 Director

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

Sault Ste. Marie Economic Development Corporation

Statement of Operations

For the year ended December 31	2018	2017
Revenue		
Province of Ontario	\$ 754,113	\$ 969,446
City of Sault Ste Marie	1,272,205	1,856,241
Government of Canada	13,066	157,988
Private partnership contributions	176,103	208,841
Advertising	40,800	38,250
Destination marketing	512,580	548,744
Interest income	5,199	4,683
Amortization of deferred capital contributions	326,009	254,402
Other income	631,208	456,190
	<u>3,731,283</u>	<u>4,494,785</u>
Expenses		
Administration	128,778	187,018
Advertising and promotion	666,494	871,305
Amortization of capital assets	326,401	336,175
Development	1,040,083	1,082,893
Interest on long term debt	47,622	53,963
Networks and subscriptions	36,939	37,527
Professional fees	57,051	41,134
Salaries and benefits	1,390,613	2,003,047
	<u>3,693,981</u>	<u>4,613,062</u>
Excess (deficiency) of revenue over expenses from operations	37,302	(118,277)
Gain on disposal of capital assets	<u>302,595</u>	-
Excess (deficiency) of revenue over expenses	<u>\$ 339,897</u>	<u>\$ (118,277)</u>

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

Sault Ste. Marie Economic Development Corporation Statement of Changes in Net Assets

For the year ended December 31, 2018

	Invested in capital assets	Unrestricted	Internally restricted	Total
Balance at December 31, 2016	\$ 462,827	\$ 232,643	\$ 256,368	\$ 951,838
Excess (deficiency) of revenues over expenses	(81,773)	(36,504)	-	(118,277)
Net transfers from internally restricted	-	13,701	(13,701)	-
Purchase of capital assets	10,955	(10,955)	-	-
Additions to deferred capital contributions	(10,955)	10,955	-	-
Repayment of long term debt	60,223	(60,223)	-	-
Balance at December 31, 2017	441,277	149,617	242,667	833,561
Excess (deficiency) of revenue over expenses	(392)	340,289	-	339,897
Net transfers to internally restricted	-	(200,000)	200,000	-
Disposition of capital assets	(1,490,462)	1,490,462	-	-
Repayment of long term debt	1,347,819	(1,347,819)	-	-
Balance at December 31, 2018	\$ 298,242	\$ 432,549	\$ 442,667	\$ 1,173,458

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

Sault Ste. Marie Economic Development Corporation
Statement of Cash Flows

For the year ended December 31	2018	2017
Cash flows from operating activities		
Excess (deficiency) of revenue over expenses	\$ 339,897	\$ (118,277)
Items not involving cash		
Gain on disposal of assets	(302,595)	-
Amortization of capital assets	326,401	336,175
Amortization of deferred contributions	(326,009)	(254,402)
	<u>37,694</u>	<u>(36,504)</u>
Changes in non-cash working capital balances		
Accounts receivable	418,176	115,690
Prepaid expenses	2,782	(33,744)
Accounts payable and accrued liabilities	(445,689)	214,790
Deferred revenue	(2,402)	(28,418)
Deferred revenue - Destination Marketing Fund	187,048	232,716
	<u>197,609</u>	<u>464,530</u>
Cash flows from investing activities		
Decrease (increase) in investments	33,046	(303,636)
Purchase of capital assets	-	(10,955)
Proceeds on disposition of capital assets	1,793,057	-
	<u>1,826,103</u>	<u>(314,591)</u>
Cash flows from financing activities		
Repayment of long term debt	(1,347,819)	(60,223)
Deferred capital contributions received	-	10,955
	<u>(1,347,819)</u>	<u>(49,268)</u>
Increase in cash for the year	675,893	100,671
Cash, beginning of year	919,014	818,343
Cash, end of year	\$ 1,594,907	\$ 919,014

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

Sault Ste. Marie Economic Development Corporation

Notes to Financial Statements

December 31, 2018

1. Summary of significant accounting policies

- Nature of Operations** The Sault Ste. Marie Economic Development Corporation (the "Corporation") is a Not-for-Profit Organization incorporated as a corporation without share capital under the laws of the Province of Ontario and is engaged in the promotion of economic development and tourism in the City of Sault Ste. Marie (the "City"). The Corporation is a not-for-profit organization under the Income Tax Act and accordingly is exempt from income tax under section 149(1)(l), provided certain criteria are met on an ongoing basis.
- Basis of Accounting** The financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations.
- Revenue Recognition** The Corporation follows the deferral method of accounting for contributions. Externally restricted contributions are recognized as revenue in the year in which the related expenses are recognized. Contributions restricted for the purchase of capital assets are deferred and amortized into revenue over the useful life of the related capital asset.
- Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.
- Revenues from fees, contracts and sales of publications is recognized as revenue when earned.
- Capital Assets** Purchased capital assets are stated at cost. Contributed capital assets are recorded at fair value at the date of contribution. Amortization is provided on the straight line method over the estimated useful life of the assets of five to twenty five years.
- Employee Future Benefits** The Corporation is an employer member of the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer defined benefit pension plan. The Corporation's contributions due during the period are expensed as incurred.
- Use of Estimates** The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.
- Financial Instruments** Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, equities traded in an active market are reported at fair market value, with any unrealized gains or losses reported in operations. All other financial instruments are reported at cost or amortized cost less impairment, if applicable. Financial assets are tested for impairment when changes in circumstances indicate the asset could be impaired.

Sault Ste. Marie Economic Development Corporation
Notes to Financial Statements

December 31, 2018

2. Capital assets

	2018		2017	
	Cost	Accumulated Amortization	Cost	Accumulated Amortization
Land	\$ 129,523	\$ -	\$ 1,129,523	\$ -
Leasehold improvements	291,181	239,853	291,181	157,429
Building	3,591,770	2,059,282	3,791,770	1,944,777
Furniture and equipment	259,380	226,256	756,660	310,742
Vehicles	35,700	30,940	35,700	23,800
	\$ 4,307,554	\$ 2,556,331	\$ 6,004,834	\$ 2,436,748
Net book value		\$ 1,751,223		\$ 3,568,086

3. Demand loan

The Corporation has a line of credit available in the amount of \$35,000 secured by a registered general security agreement over all the assets and interests of the Corporation. The line of credit is due upon demand and bears interest at the bank's prime rate. At December 31, 2018 the line was undrawn.

4. Government remittances

Included in accounts payable and accrued liabilities are the following government remittances payable:

	2018	2017
EHT	\$ -	\$ 2,021
HST	12,929	14,697
	\$ 12,929	\$ 16,718

5. Long term debt

	2018	2017
Community First Credit Union mortgage payable in monthly payments of \$9,025 including interest at 3.95%, secured by land and building, repaid during the year	\$ -	\$ 1,347,819
Less current portion	-	(56,021)
	\$ -	\$ 1,291,798

Sault Ste. Marie Economic Development Corporation

Notes to Financial Statements

December 31, 2018

6. Loan guarantee repayable

The Corporation has provided a loan guarantee in the amount of \$100,000 on behalf of the Searchmont Ski Association Inc. commencing on January 1, 2014, for the three year period ending December 31, 2016, which has been extended until May 1, 2019. The guarantee is secured by a three-year \$100,000 investment certificate which was placed on deposit in January 2014, and renewed for an additional term set to expire on May 1, 2019. The funds were provided by the Corporation of the City of Sault Ste. Marie and any funds remaining are repayable to the City at the end of the guarantee period.

7. Deferred capital contributions

	2018	2017
Balance, beginning of year	\$ 1,778,990	\$ 2,022,437
Additions to deferred capital contribution	-	10,955
Less amounts recognized to revenue in the year	(326,009)	(254,402)
	<u>\$ 1,452,981</u>	<u>\$ 1,778,990</u>

Deferred capital contributions represent the unamortized amount of donations and grants received for the purchase of capital assets. The amortization of deferred capital contributions is recorded as revenue in the statement of operations over the useful life of the related asset.

8. Investment in capital assets

Investment in capital assets is calculated as follows:

	2018	2017
Capital assets	\$ 1,751,223	\$ 3,568,086
Amounts financed by:		
Long-term debt	-	(1,347,819)
Deferred capital contributions	(1,452,981)	(1,778,990)
	<u>\$ 298,242</u>	<u>\$ 441,277</u>

9. Restrictions on net assets

The board of directors internally restricts funds based on the results of operations for the Corporation's various internal divisions. In 2018, the Corporation had one transfer of \$200,000 to internally restricted net assets from unrestricted net assets. All internally restricted net asset amounts are not available for other purposes without the approval of the board of directors.

Sault Ste. Marie Economic Development Corporation

Notes to Financial Statements

December 31, 2018

10. Destination Marketing Fund

The Corporation administers the Destination Marketing Fund (DMF) on behalf of the Accommodations Partner Management Committee (APMC). The APMC is comprised of the group of participating hotels. The funds are restricted for use by the APMC on approved activities.

At December 31, 2018, included in the statement of financial position are the following balances related to the DMF:

	2018	2017
Cash	\$ 532,186	\$ 295,133
Investments	1,130,875	1,163,921
Accounts receivable	69,879	74,257
	<u>\$ 1,732,940</u>	<u>\$ 1,533,311</u>
Accounts payable	\$ 12,580	\$ -
Deferred revenue	1,720,360	1,533,312
	<u>\$ 1,732,940</u>	<u>\$ 1,533,312</u>

Investments consist of equities traded in an active market reported at fair market value. Investment income/(loss) of (\$33,046) (2017 - \$48,637) has been reported in the Statement of Operations under Destination Marketing revenue.

11. Pension costs and obligations

The Corporation makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of eligible members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Employees and employers contribute jointly to the plan.

The Corporation's contributions to OMERS equal those made by the employees. During the year, the Corporation contributed \$73,796 (2017 - \$94,217) to the plan. These contributions are the Corporation's pension benefit expense. Contribution amounts are determined by OMERS which adjusts rates to reflect actuarial requirements. Because OMERS is a multi-employer plan, any pension plan surpluses or deficits are the joint responsibility of the Ontario municipal organizations and their employees. As a result, the Corporation does not recognize any share of the OMERS pension surplus or deficit. At December 31, 2017 OMERS reported an actuarial funding deficit of \$5.4 billion.

12. Commitments

The Corporation has entered into an operating lease for office space until February 28, 2019, with an option to renew for an additional two years to February 28, 2021. The minimum annual lease payments, not including HST, are \$55,000 annually to February 28, 2019, increasing to \$62,500 annually starting March 1, 2019.

Sault Ste. Marie Economic Development Corporation

Notes to Financial Statements

December 31, 2018

13. Contingencies

The Corporation is involved with two legal claims. No provision has been recorded in these financial statements as the outcomes are not determinable. Any loss resulting from the resolution of these claims will be recorded in the period that the loss is probable and measurable.

14. Financial Instruments

The Corporation's management monitors, evaluates and manages the principal risks assumed with financial instruments on a daily basis. The risks that arise from transacting financial instruments include liquidity risk, credit risk and price and interest rate risk.

Liquidity risk

Liquidity risk is the risk that the Corporation will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Corporation manages its liquidity risk by monitoring its operating requirements. The Corporation prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations.

Credit risk

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Corporation is exposed to credit risk with respect to the accounts receivable. The Corporation assesses, on a continuous basis, accounts receivable and provides for any amounts that are not collectible in the allowance for doubtful accounts.

Price and interest rate risk

Price and interest rate risk arises principally from the corporation's investments. It is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market price or interest rates, whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market.

15. Economic dependence

The Corporation is dependent on funding provided by the City of Sault Ste. Marie and other senior levels of government for funding its economic development initiatives.

16. Travel Industry Council of Ontario (TICO)

The Corporation became a Travel Industry Council of Ontario (TICO) certified organization as of January 1, 2018. The Corporation transitioned the online travel sales effective May 29, 2018. Gross Ontario travel sales booked through the Corporation, from which it earned an administration fee, commencing from May 29, 2018 through to December 31, 2018 were \$749,484. At December 31, 2018, included on the Statement of Financial Position within accounts payable is customer deposits of \$80,539, and within cash is \$117,433 related to this.

Sault Ste. Marie Economic Development Corporation
Schedule 1 - Destination Marketing Fund Statement of Operations

For the year ended December 31	2018	2017
Revenue		
Fees collected	\$ 732,510	\$ 732,327
Unrealized gain (loss) on investments	(33,046)	48,468
Interest	164	665
	<u>699,628</u>	<u>781,460</u>
Increase in deferred revenue	(187,048)	(232,716)
	<u>512,580</u>	<u>548,744</u>
Expenses		
Contribution to SSM EDC	512,580	548,744
	<u>512,580</u>	<u>548,744</u>
Excess (deficiency) of revenue over expenses	\$ -	\$ -



Art Gallery of
ALGOMA

May 3, 2019

Matthew Shoemaker
City Councillor
c/o Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Letter of Support

Dear Councillor Shoemaker:

This Letter of Support is to confirm that the Art Gallery of Algoma supports your Proposal regarding conducting a staff study to determine feasibility of implementing a Downtown Trolley which would operate seasonally and connect cultural organizations in downtown that are frequently visited by tourists.

A Downtown Trolley would make it easier for tourists to access existing tourist destinations. In addition, it would enhance visitors experience in Sault Ste. Marie.

We look forward to hearing the findings of the feasibility study and hope that it will prove that the addition of a Downtown Trolley would be beneficial for tourism sector.

Sincerely,

Jasmina Jovanovic
Executive Director
Art Gallery of Algoma
Email: jasmina@artgalleryofalgoma.com
Tel. 705-297-3769



May 8, 2019

Matthew Shoemaker
99 Foster Drive
Sault Ste Marie, ON
P6A 5X6

RE: Letter of support for the downtown trolley project

Dear Mr. Shoemaker

The Canadian Bushplane Heritage Centre is pleased to provide a letter in support of your motion for downtown trolley for the local tourism industry. The downtown is a significant and substantial part of the culture and identity of Sault Ste Marie.

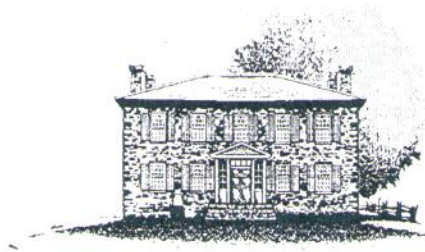
Providing an opportunity for tourists in Sault Ste Marie to travel throughout the downtown core will provide them with a unique transportation option between our great attractions and local downtown businesses. The major cultural attractions as well as festivals and cultural programming occurs in the downtown. Sault Ste Marie is presently in the midst of significant growth in Great Lakes cruising which is based in the downtown core and is the first part of our city that visitors from all over the world see. A vibrant, thriving downtown core plays a key role in supporting a positive image for visitors.

We continue to invest a significant amount of money and effort to become a destination of choice for locals and visitors alike. Being in the downtown core close to other cultural attractions and hotels is crucial to our business success. Making the downtown more accessible and easy to navigate for the travelling guests will provide great benefits to us and other downtown businesses.

Thank you.

Dan Ingram,

Executive Director



Historic Sites Board

May 8, 2019

Dear Mayor Provenzano & Members of Council:

Please accept this letter of support for the "Downtown Trolley" proposed by Councillor M. Shoemaker on May 21st, 2019.

During the past several years, it has been determined by the Board members, volunteers, and staff of the attractions in the Downtown, that a "Trolley" concept would benefit traffic flow of tourism visitors, cruise ship passengers, and group tour companies in accessing our Cultural Corridor. Visitors would be able to hop on and off at our various cultural attractions, downtown businesses, green spaces, and Parks Canada – Sault Canal, of which will be celebrating 125 years in 2020.

The "Trolley" concept is a topic of discussion in many meetings amongst the attractions and downtown businesses with organizations like the EDC - Tourism Sault Ste. Marie; however, the concept has not yet come to fruition.

With a resolution being brought forward regarding a study, review and consult of the feasibility on implementing a "Downtown Trolley", we wish to submit this letter of support on this resolution.

Respectfully Submitted with Board Resolution on May 8th, 2019 HSB meeting.

Moved by: E. Bringleon
Seconded by: J. vanHaaften
CARRIED

Sincerely,

Silvana Casola

Mrs. Silvana Casola
Chair Historic Sites Board

May 2, 2019

Councillor Matthew Shoemaker
City of Sault Ste. Marie
Civic Centre - 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Re: Letter of Support

Dear Councillor Shoemaker,

I am writing this letter in support of your initiative to explore the feasibility of establishing a Downtown Trolley in Sault Ste. Marie. This is an attractive proposal and one that – if developed – could provide a unique experience for both visitors and residents.

At the Sault Ste. Marie Economic Development Corporation, tourism is one of our key focus areas. In fact, we have an entire division – Tourism Sault Ste. Marie – that works to draw visitors to the community. Having a Downtown Trolley would help in our tourist attraction efforts by providing a new and innovative experience for Agawa Canyon Tour Train riders, cruise ship passengers and general travellers to visit the attractions and venues in downtown Sault Ste. Marie.

Downtown development and revitalization is another key focus area for our organization and for the community as a whole. Your proposed Trolley initiative would go a long way in support of this priority as well. Simply put, while helping to bolster and grow the local tourism sector, a Trolley would also help revitalize the downtown core of Sault Ste. Marie.

To repeat, the Sault Ste. Marie Economic Development Corporation is in support of your initiative to explore the feasibility of establishing a Downtown Trolley in our community. If you or anyone else requires additional information from me, please do not hesitate to contact our office at 705-759-5432 or d.hollingsworth@ssmedc.ca.

Yours truly,



Dan Hollingsworth, MBA
Executive Director
Sault Ste. Marie Economic Development Corporation





May 8, 2019

Dear City Council Members:

I would like to offer this letter of support for the proposed Downtown Trolley. Transportation systems designed to take tourists to points of interest in cities are an extremely valuable service, providing an efficient and convenient means of travel, not to mention a unique experience if they are designed to resemble a vintage streetcar.

Parks Canada sees significant benefits to introducing a trolley service to the downtown. It would provide excellent exposure for area attractions, boosting visitation, and would encourage tourists to make stops in the downtown core producing a positive economic impact. Our recently tabled management plan for the Sault Ste. Marie Canal includes an objective related to working with community partners to explore the feasibility of this type of enhanced public transportation system so we would be pleased to participate in discussions regarding this initiative.

Please feel free to contact me by telephone at 705-941-6212 or by email at jeanette.cowen@canada.ca should you require further information.

Sincerely,

Jeanette Cowen

Acting Site Manager/V.E. Manager

Sault Ste. Marie Canal and Fort St. Joseph National Historic Sites

The Sault Ste. Marie Downtown Association would like to offer strong support for Councillor Shoemaker's motion to action staff to re-explore the feasibility of implementing a Downtown Trolley in Sault Ste. Marie.

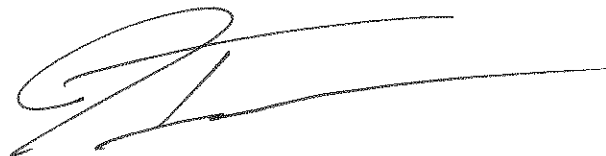
This initiative has the potential to result in substantial connectivity of the Association's boundaries and the rest of downtown and give better mobility to both our tourists and community to invest in local business.

The Downtown Association's Strategic Plan (creatEmpower 2017-2020) identified downtown transportation as a key directive, stating that the organization would: "Assist in the implementation of a 'Downtown Trolley' transporting passengers between the variety of tourism destinations, community gathering places, event locations and other anchor areas identified in the Community Investment Plan.

The Downtown Association and City of Sault Ste. Marie has laid significant track for collaboration over the past three years, this motion is another example of efforts being put forth by our council to pursue improvements to our downtown. A trolley would help make Queen street more transit-supportive and more accessible for tourists and citizens alike. Queen Street is a very long street to navigate and this trolley would go a long way to assist senior citizens residing downtown to access services and businesses and may even encourage more residents to consider living downtown.



Kristi Cistarto
Board Chair



Josh Ingram
Executive Director

p: 705-942-2919

e: jingram@saultdowntown.com

w: saultdowntown.com

facebook.com/queentownbia [linkedin: linkedin.com/company/downtownssm](https://linkedin.com/company/downtownssm) [twitter/instagram/snapchat: ssm_dta](https://twitter.com/ssm_dta)

Mathew Shoemaker, Councilor Ward 3
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

May 13, 2019

RE: Downtown Trolley

Dear Mr. Shoemaker,

"EVERY COMMUNITY HAS THE POTENTIAL TO BECOME A THRIVING, DESIRABLE PLACE FOR RESIDENTS, BUSINESSES, AND VISITORS." - ROGER BROOKS

U.S. and Canadian cities are using streetcars (trolleys) as urban circulators and to support and intensify downtown retail and redevelopment – connecting people and shaping places. Streetcars are effective in supporting downtown development and are “appropriate technology” for midsize cities. They are highly popular with residents, workers, and visitors, adding character and quality to life at street level. They support the urban lifestyle that is critical to attracting and retaining young professional workers, and which is increasingly preferred by retiring Baby Boomers. – **HDR engineering, architecture, environmental and construction services, “Streetcars and Economic Development, The dynamic linkage between them.**

urbanSCALE, an Austin-based firm that provides online resources for the advancement of vibrant cities identified adding a streetcar or trolley as one of the “12 Strategies That Will Transform Your City’s Downtown”. The addition of a trolley line will connect downtown to nearby urban neighborhoods, connect tourism assets and will expand transportation options in the core. A big benefit from streetcars (trolleys) is an expanded potential for development. In fact, this is what streetcars were initially intended to do.

As the Sault Ste. Marie Chamber of Commerce, representing 700 members and 41% of the local workforce, we are pleased to support investment in our downtown through the addition of a trolley.

Respectfully,



Don Mitchell, President



Rory Ring, CEO

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-89

PARKING: (P7.3) A by-law to appoint Municipal Law Enforcement Officers for the issuing of parking infractions on private property and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of May, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
SCHEDULE "A"			
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR, DEREK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE, JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA SPARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT, ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENAN, MATTHEW	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM	
464	DITOMMASO, RYAN	2220917 ONT INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA SPARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
523	MCBRIDE, GUY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARE	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITTLA, KIM	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA SPARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
648	ELWGRN, STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
653	BIOCCHI, CHRISTOPHER	AIRPORT	1-475 AIRPORT RD

659	MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN, ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP, RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON, JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN, TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON, JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF, YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT, KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD, KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DCG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENEY, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
686	ASH, KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI, MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING, MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM, DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DCG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOR	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DCG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DCG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DCG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DCG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHAEL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DCG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICES	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524, 524A, 536, & 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751 PINE STREET
749	CORBETT, THOMAS	G4S SECURITY	SAULT AREA HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-103

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Coco's Plumbing, Heating & Sheet Metal for the Boiler Replacement at Public Works.

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 May 7, 2019, between the City and Coco's Plumbing, Heating & Sheet Metal, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Boiler Replacement at Public Works.

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 21st day of May, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

CCDC 2

stipulated price contract

2 0 0 8

Public Works Centre Boiler Replacement
Sault Ste. Marie, ON
(City File #2019 PWE-PWT-19-T)

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 7 day of May in the year 2019.

by and between the parties

City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Coco's Plumbing, Heating & Sheet Metal

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
Boiler Replacement

located at

Public Works Sault Ste. Marie, ON

insert above the name of the Work

for which the Agreement has been signed by the parties, and for which

MET Energy Systems Consulting Engineering

*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 1 day of June 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 15 day of August 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

*

List of Drawings

ME1 - Boiler Removal Plan
M1 - Boiler Schematic
M2 - New Piping Plan
M3 - New Venting and Gas Plan
M4 - Sections & Details
E1 - Electrical Plan

List of Specifications

00000 Title Page
00100 Instruction to Bidders
00300 Tender Form
01001 General Requirements
07840 Penetration Firestopping
15010 General Mechanical Requirements

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred Fifty Three Thousand Eight Hundred and Eighty

_____/100 dollars \$ 253,880.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Thirty Three Thousand Four and Forty Cents

_____/100 dollars \$ 33,004.40

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Two Hundred Eighty Six Thousand Eight Hundred Eighty Four and Forty
Cents

_____/100 dollars \$ 286,884.40

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

CIBC

(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

City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario

address

facsimile number

t.gowans@cityssm.on.ca

email address

Contractor

Coco's Heating, Plumbing & Sheet Metal

*name of Contractor**

356 Government Road, Kapuskasing, ON

address

(705) 335-1415

facsimile number

cocos.plg@gmail.com

email address

Consultant

MET Energy Systems

*name of Consultant**

477 Queen Street East, Suite 204, Sault Ste. Marie, Ontario

address

(705) 942-1477

facsimile number

jim.liguori@meteng.on.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

signature

name of person signing

signature

name of person signing

WITNESS

signature

Suzanne Ouellette

name of person signing

signature

name of person signing

OWNER

City of Sault Ste. Marie

name of owner

signature

Mayor - Christian Provenzano

name and title of person signing

signature

City Clerk - Malcolm White

name and title of person signing

CONTRACTOR

Coco's Plumbing, Heating & Sheet Metal

name of Contractor

signature

Marc Ouellette/President

name and title of person signing

signature

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. Product

Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**
Provide means to supply and install.
- 17. Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitation, 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.

75 Albert Street
Suite 400
Ottawa, Ont. K1P 5E7

Tel: (613) 236-9455
Fax: (613) 236-9526
info@ccdc.org

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-112

AGREEMENT: (F2.5) A by-law to authorize the execution of the Agreement between the City and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for a five (5) year renewal to provide fire protection services for the Batchewana First Nations Rankin Reserve.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D, a copy of which is attached as Schedule "A" hereto. This Agreement is for a five (5) year renewal to provide fire protection services for the Batchewana First Nations Rankin Reserve.

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 21st day of May, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THIS AGREEMENT made in duplicate this 1st day of January, 2019

B E T W E E N:

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

(hereinafter called the "City")

OF THE FIRST PART

- AND -

**THE BATCHEWANA FIRST NATION OF OJIBWAYS
OF THE RANKIN INDIAN RESERVE 15D**

(hereinafter called the "First Nation")

OF THE SECOND PART

WHEREAS the Council for the First Nation of Ojibways desires to provide fire protection to the First Nation; and

WHEREAS the Council for the First Nation has requested that the City of Sault Ste. Marie Fire Services operates a Fire Service; and

WHEREAS the First Nation has requested that the City answer alarms from the First Nation;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

FIRE PROTECTION

1. (a) The Fire Department agrees that it shall answer fire alarms including medical assist and carbon monoxide calls from the First Nation.
- (b) The Fire Department shall answer alarms for brush and/or bush fires only when nearby structures are endangered and providing reasonable physical access can be gained to such fires by the Fire Department vehicles.
- (c) Subject to Clause 1(a), the Fire Department agrees to respond to alarms for fires on CP Rail property if the fire endangers First Nation lands.

2. The City agrees to respond to fire alarms from the First Nation in a manner appropriate to the circumstances, subject to availability of City resources.

COSTS

3. (a) The First Nation covenants and agrees to pay to the City for alarms answered on First Nation property on the following basis:

- (i) For the Period of January 1, 2019 to December 31, 2019

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Department for 2018 multiplied by 95%.

- (ii) For the Period of January 1, 2020 to December 31, 2020

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Department for 2019 multiplied by 95%.

- (iii) For the Period of January 1, 2021 to December 31, 2021

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Department for 2020 multiplied by 95%.

- (iv) For the Period of January 1, 2022 to December 31, 2022

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Department for 2021 multiplied by 95%.

- (v) For the Period of January 1, 2023 to December 31, 2023

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Department for 2022 multiplied by 95%.

- (b) For the purposes of this Agreement, the per capita costs of operating the City shall be calculated by taking the approved City's Operating Budget for Fire Services the year immediately preceding the year for which the calculation is being made divided by the population of the City.
- (c) For the purposes of this Agreement, the population calculations shall be based on the population of the City as supplied by the Regional Assessment Office for the year immediately preceding the year for which the calculation is being made and for First Nation, the on-reserve population figure as supplied by the Department of

Indian and Northern Affairs Canada for the year immediately preceding the year for which the calculation is being made.

INDEMNITY

4. The First Nation will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the First Nation under the provisions of this contract.

TERMINATION

5. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least six months written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause 5(a), this Agreement shall terminate on December 31, 2023. If the First Nation wants to extend this Agreement beyond the said date, the First Nation shall give to the City at least 90 days written notice of its intention to renegotiate a new agreement.

Notice shall be provided to:

Fire Chief
72 Tancred St,
Sault Ste. Marie, ON
P6A 5S2

6. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

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

MAYOR-CHRISTIAN PROVENZANO

CITY CLERK-MALCOLM WHITE

THE COUNCIL FOR THE
BATCHEWANA FIRST NATION
OJIBWAYS OF THE RANKIN
INDIAN RESERVE 15D

Lawrence

By the

John

Murray

H. Zell

Margaret

RB

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-116

PROPERTY: (MAP 79) A by-law to declare the City owned property legally described as PIN 31595-0333 (LT) BLK A PL H534 KORAH; SAULT STE. MARIE being civic 25 Donna Drive, as surplus to the City's needs and to authorize the disposition of the said property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

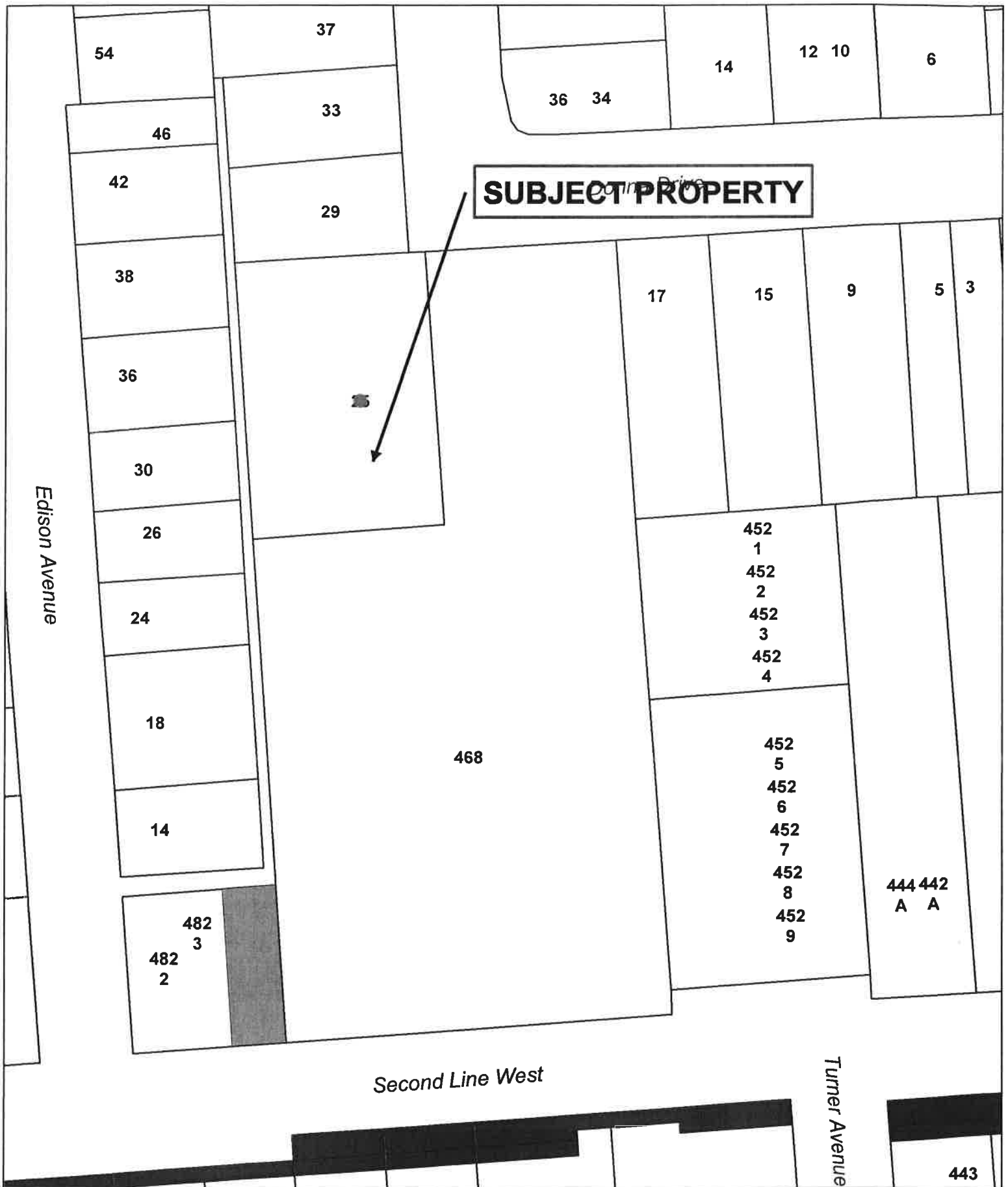
4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 21st day of May, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



SCHEDULE "A"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-117

ANIMAL CARE AND CONTROL: (R1.5) A by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie.

WHEREAS sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular, paragraphs 5, 8 and 9 of subsection 10(2) authorize by-laws respecting: the economic, social and environmental well-being of the municipality; the protection of persons and property and animals;

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that a by-law under section 10 of that Act respecting a matter may regulate or prohibit and, as part of the power to regulate or prohibit respecting the matter, may require a person to do things respecting the matter or may provide for a system of Licenses respecting the matter;

AND WHEREAS Section 103(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that if a by-law is passed regulating or prohibiting with respect to the being At Large of animals, the by-law may provide for the seizure and impounding of animals being At Large and the sale of impounded animals;

AND WHEREAS section 425 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of the City of Sault Ste. Marie passed under that Act is guilty of an offence;

AND WHEREAS the *Municipal Act, 2001*, S.O. 2001, c.25 further authorizes a municipality, amongst other things, to delegate its authority, to impose fees or charges, to provide for inspections, and to make orders to discontinue activity or to do work;

AND WHEREAS the Council of the City of Sault Ste. Marie deems it advisable to enact a by-law providing for the care and control of animals in the City for the health and safety of the public;

NOW THEREFORE the Council of the City of Sault Ste. Marie enacts as follows:

SHORT TITLE

This by-Law shall be known as the Sault Ste. Marie Animal Care and Control By-law.

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1. DEFINITIONS

In this by-law:

“*Agency*” means any institution or body under contract with the City to provide animal care and control services.

“*At Large*” means a Domestic Animal found not to be within the Owners property or a person who has consented to the animal being on their property while a leash affixed to the animal is not held by a person. For greater certainty, and subject to any exemption under this by-law, an animal found on property open to the public and not on a leash held by a person is deemed to be at large.

“*Attack*” or “*Attacked*” in reference to a dog or cat means aggressive behaviour resulting in unwanted physical contact resulting in harm to a person or Domestic Animal, such as bleeding, bone breakage, sprains, serious bruising, multiple injuries or damage to clothing;

“*Bite*” means the breaking or puncturing of the skin of a person or Domestic Animal caused by the tooth or teeth of a dog and “*Biting*” has a similar meaning;

“*Board*” means the Board of Directors of the Agency contracted by City Council to provide for the care and control of animals in the City or designate of City Council;

“*Collar*” does not include a rope, cord, chain, or other material not used as a collar in its regular use.

“*Chief of Police*” means the Chief of Police for Sault Ste. Marie Police Services or persons acting under their authority;

“*City*” means the Corporation of the City of Sault Ste. Marie;

“*Council*” means the Council of the Corporation of the City of Sault Ste. Marie;

“*Domestic Animal*” includes a cat, dog or similar animal kept as a pet which is generally understood to be domesticated and is typically kept indoors and does not include a Wild Animal or Livestock as defined in this by-law or a Prohibited Animal as set out in Schedule “B” of this by-law.

“*Identification Tag*” means the tag issued annually when a dog or cat is registered with the Pound Keeper;

“*Kennel*” means a building or structure or part thereof where Domestic Animals are kept for the purpose of breeding, boarding, housing, feeding or maintenance. A kennel may be classified as:

- (a) “*Breeding Kennel*” is a kennel where the primary purpose of the facility is for the breeding and selling of Domestic Animals and the number of Domestic Animals

permitted within such kennel shall not exceed ten (10) excluding offspring under ten (10) weeks of age;

- (b) “Commercial Kennel” is a kennel where the primary purpose of the facility is for the boarding of Domestic Animals for hire or gain.

“Livestock” means animals including but not limited to cattle, fur-bearing animals, goats, pigs, horses and sheep, but not including dogs or cats;

“Microchip” means an approved Canadian Standard encoded identification device implanted into an animal which is programmed to store a unique and permanent identification number that permits access to Owner information which is stored in a central data base accessible to the Pound Keeper;

“Muzzle” means a humane fastening or covering device of sufficient strength and properly fitted to prevent animal from Biting, without interfering with the animals ability to breathe, pant, see or drink;

“Officer” means a person duly appointed as a Provincial Offences Officer or Municipal Law Enforcement Officer who is employed by the Agency, or, employed or under contract with the City;

“Owner” means any person who possesses, harbours or has custody of an animal and where the Owner is a minor, the person responsible for the custody of the minor;

“person” in addition to the regular meaning, includes a corporation, association, or any other non-incorporated entity;

“Police” means any Police Officer as appointed by the Government of Canada, the Province of Ontario or the City.

“Pound” means the part of the premises of the Agency used for the temporary housing and care of animals that has been impounded pursuant to this by-law, in accordance with the *Animals for Research Act*, R.S.O. 1990, Chapter A.22. and regulations thereunder as amended.

“Pound Keeper” means that person employed by the Agency as Manager who carries out the operation of the pound pursuant to the *Animals for Research Act*, R.S.O. 1990, Chapter A.22. and regulations thereunder as amended.

“Service Animal” has the same meaning as defined under the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and regulations thereunder as amended.

“Sterilized” means either spayed or neutered and “sterilization” has a corresponding meaning;

“Tether” means a rope, chain or any restraining device that prevents an animal from moving away from a localized area and words “tethered” and “tethering” have a corresponding meaning;

“Wild Animal” means an untamed or undomesticated animal indigenous to North America, wild by nature or disposition;

2. POUND KEEPER

For the purpose of this by-law, any Agency under contract with the City to provide animal care and control services shall be deemed the Pound Keeper of the City and any Animal shelter(s) operated by the Agency shall be deemed the City Pound.

3. CARE OF DOMESTIC ANIMALS AND LIVESTOCK

3.1 Responsibility to Care for animals

3.1.1 Every person shall treat a Domestic Animal or Livestock in a humane manner, including but not limited to the provision of:

- (1) adequate and appropriate:
 - a. food;
 - b. unfrozen clean water;
 - c. shelter that is waterproof and protects from exposure to the elements and is appropriate for its size, species and breed; and
 - d. veterinary medical care when the animal exhibits signs of pain, illness or suffering.
- (2) the opportunity for physical activity sufficient to maintain good health.

3.1.2 Every person who keeps a Domestic Animal outside unsupervised for extended periods of time shall, in addition to the requirements set out in section 3.1.1, keep the Domestic Animal within a confined area on the premises and ensure provisions for and access to the following:

- (1) a raised shelter that protects from the elements, having regard to its size and type of coat;
- (2) an area separate and apart from the shelter for defecation and urination;
- (3) an area separate and apart from the shelter that provides protection from direct sunlight at any time of the day; and
- (4) an area that is dry and free from standing water.

3.2 Tethers

3.2.1 No person shall keep a Domestic Animal tethered unless:

- (1) the tether is a minimum of four (4) metres in length and does not permit it to go beyond the limits of the property;
- (2) it has unrestricted and unobstructed movement within the range of the tether;
- (3) it has access to water, food, shelter, or shade; and

(4) the tether is securely attached to a collar that will not cause unnecessary pain or distress.

3.2.2 No person shall use a collar on a Domestic Animal or Livestock that restricts or may restrict its ability to breathe or swallow, or that causes or may cause distress.

3.2.3 No person shall tether any cat outside while left unsupervised.

3.3 Keeping Domestic Animals Under Sanitary Conditions

3.3.1 Every person who keeps a Domestic Animal within the City shall keep it, or cause it to be kept on premises that are free from the accumulation of fecal or other waste matter, foul odour, insect infestation, rodent attractants or any other unsanitary condition that disturbs or is likely to disturb the enjoyment, comfort or convenience of any person or animal, or that may endanger the health of any person or animal.

3.3.2 Provision 3.3.1 does not apply to Livestock kept in accordance with provision 5.6 of this by-law.

4. DOGS AND CATS

4.1 Registration

4.1.1 Every Owner of a dog or cat shall:

- (1) Register the dog or cat with the Pound Keeper within the later of:
 - a. The dog or cat reaching the age of five (5) months; and
 - b. Seven (7) days of becoming the owner of the dog or cat.
- (2) Pay the registration fee as set out in Schedule "A" as may be amended by Council from time to time;
- (3) Renew the registration annually on or before March 31st of each year;
- (4) Obtain a replacement tag immediately if the issued tag is missing.

4.1.2 Registration of a dog or cat shall expire on a Calendar year basis.

4.1.3 The Pound Keeper shall provide the registrant with an identification tag for each dog or cat registered in accordance with this by-law that will bear a licence number, the City name and the year to which it applies.

4.1.4 Where an Owner acquires a dog or cat or moves within the geographical limits of the City of Sault Ste. Marie after the 30th day of June of any year, the Owner shall pay one-half of the annual registration fee as set out in Schedule "A" at the time of registration.

4.1.5 The Pound Keeper shall not register a dog or cat unless the Owner provides:

- (1) Its name, address and telephone number;

- (2) The name, age, gender, breed, and general description of the dog or cat;
- (3) Proof of current rabies immunization from a Doctor of Veterinary Medicine, provision 4.1.5 (3) does not apply to a cat;
- (4) Proof of sterilization and microchip, if applicable, from a Doctor of Veterinary Medicine;
- (5) Copy of Dangerous Dog Notice, if applicable; and
- (6) The prescribed fee.

4.1.6 The Owner shall notify the Pound Keeper within seven (7) days of the sale or death of a dog or cat registered with the Pound Keeper or of any change in the Owner's name, address or telephone number.

4.1.7 No Owner, upon providing proof satisfactory to the Pound Keeper, shall be required to pay a fee for the registration of a police dog or Service Animal.

4.2 Prohibitions

4.2.1 Every Owner of a dog or cat five (5) months of age or older shall ensure that the identification tag issued at the time of registration or a replacement thereof is affixed on the dog or cat at all times during the year of issuance and until such time as they procure a tag for each dog or cat for the following issuance year.

4.2.2 No person shall use an identification tag for any dog or cat other than the dog or cat for which such identification tag was issued.

4.2.3 No person shall provide the Pound Keeper with any false information in respect of the registration or renewal of a registration of a dog or cat.

4.2.4 No person other than the Owner or the Pound Keeper shall remove the identification tag worn by a dog or cat. Proof of a Service Animal may be accepted if provided in a form in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and regulations thereunder as amended.

4.3 Dog Bites/Attacks

4.3.1 No person shall cause or permit a dog, through neglect or failure to control, to, without provocation, bite or attack a person or Domestic Animal.

4.3.2 Where it is alleged that a dog has bitten or attacked a person or Domestic Animal such dog may be impounded on the order of the Chief of Police and held by the Pound Keeper until the proceedings provided in the *Dog Owners' Liability Act*, R.S.O., 1990 c. D.16 have been followed provided that no dog shall be so impounded for a period in excess of twenty-one (21) days unless ordered otherwise by an Ontario Court or Provincial Offences Court.

4.3.3 Where Police, Pound Keeper or Officer finds a dog running At Large contrary to the provisions of this by-law and believes that before the dog can be seized it may attack a human being they may kill the dog.

4.3.4 No damages or compensation shall be recovered for the killing of a dog under this section.

4.4 Dangerous Dogs

4.4.1 Where the Pound Keeper or an Officer becomes aware either on its own initiative or as a result of a complaint received by it that a dog, without provocation, bite or attacked or chased or approached a person or Domestic Animal in a menacing fashion, the Pound Keeper may serve a Dangerous Dog Notice, attached to this by-law as Schedule "H", to the Owner requiring the Owner to comply with any or all of the requirements set out in this section. Such notice shall take effect immediately upon service and the dog shall be deemed to be a Dangerous Dog.

4.4.2 Every Owner of a Dangerous Dog shall, at all times while the Dangerous Dog is not in the Owner's dwelling unit, but is otherwise within the boundaries of the Owner's premises, ensure that:

- (1) it wears a muzzle;
- (2) it is securely tethered;
- (3) it is contained within an area securely enclosed by a locked fence of an appropriate height, or an area enclosed by other means such that the Dangerous Dog cannot come into contact with members of the public; and
- (4) a sign, no smaller than 5" x 7", is displayed at all entrances to the property upon which the dog is kept, bearing words and a symbol that warn that there is a Dangerous Dog on the property.

4.4.3 Every Owner of a Dangerous Dog shall, at all times while the Dangerous Dog is not within the boundaries of the Owner's premises, keep it:

- (1) on a leash that does not exceed two (2) metres in length; and
- (2) muzzled.

4.4.4 Every Owner of a Dangerous Dog shall notify the Pound Keeper immediately of the following:

- (1) any change in Ownership or residence of the Dangerous Dog and provide the name, current address and telephone number of the new Owner;
- (2) if it runs At Large, attacks or bites any person or animal; and
- (3) if it dies.

4.4.5 The Owner of a Dangerous Dog shall ensure that:

- (1) it is spayed or neutered at the Owners expense; and
- (2) that it is implanted with a microchip at the Owner's expense.

4.4.6 The Pound Keeper may impound any Dangerous Dog not in compliance with this section and perform any procedure necessary in the circumstances, including euthanization, at the Owner's sole expense.

4.5 Dangerous Dog Notice and Appeal Hearing

4.5.1 The Dangerous Dog Notice referred to in provision 4.4 shall be served by hand delivery or registered mail to the Owner. If served by registered mail, it shall be deemed received on the fifth working day after the date of mailing. Such notices shall include:

- (1) a statement that the Pound Keeper has reason to believe that the dog is a potentially dangerous dog or a dangerous dog;
- (2) the requirements that the Owner must comply with in accordance with Section 4.4 and when such requirements take effect; and
- (3) a statement that the Owner may request, within three (3) working days of receipt of the Pound Keeper's Notice, and is entitled to, a hearing by a Committee designated by Council and specify the procedure for same.

4.5.2 An Owner's request for a hearing shall be made in writing to and served on the City Clerk of the Corporation of the City of Sault Ste. Marie within three (3) working days of receiving the Notice and include a copy of the Notice. A Committee of Council shall hold a hearing pursuant to the provisions of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22 within fifteen (15) working days of the City Clerk's receipt of the request for a hearing and provide the Owner with notice of same.

4.5.3 Where the Owner who has been given notice of a hearing does not attend at the prescribed time and place, the Committee of Council may proceed in their absence and the Owner will not be entitled to any further notice in the proceedings.

4.5.4 At the conclusion of the hearing, the Committee of Council may give its decision orally or reserve its decision, but in any case it shall provide its decision in writing within fourteen (14) days of the hearing to the dog Owner and the Pound Keeper.

4.5.5 The Committee of Council may affirm or rescind the Pound Keeper's designation of the dog as potentially dangerous or dangerous, may substitute its own designation, or may substitute its own requirements of the Owner. The decision of the Committee of Council issued under this by-law is final.

4.5.6 The requirements of Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5 which may be imposed on a dog Owner by the Pound Keeper shall not be required until either the time for appeal under Section 4.6.2 has elapsed without the owner requesting a hearing pursuant to that section or the Committee of Council has ordered such requirement, whichever occurs earlier.

4.6 Nuisance

4.6.1 No person shall cause or permit a dog or cat to be a public nuisance by:

- (1) Persistently barking or howling;
- (2) Scattering garbage or interfering with waste collection services; or
- (3) Damaging public or private property; or
- (4) Chasing persons, vehicles, Domestic Animals, Livestock, poultry or other animals kept on an agricultural property.

4.6.2 For the purpose of 4.7.1, persistent barking or howling is defined as repeatedly barking or howling for ten (10) minutes or longer.

4.6.3 Where the Pound Keeper has received and investigated three (3) complaints about the persistent barking of a dog, which complaints have resulted in a conviction against a person under this by-law or any prior or successors thereto, or the City's Noise By-law or any successors thereto, the Pound Keeper shall be entitled to retrieve the dog from that person and keep the dog in the Pound for a period of ten (10) days or until the Pound Keeper is satisfied that that person has taken proper and effective steps to control the barking of the dog, whichever is the lesser.

4.7 Off-Leash Areas

4.7.1 Any person with control of a dog within a designated Off-Leash Area as listed in Schedule "E", as amended, to this by-law shall ensure:

- (1) that the dog has a current rabies immunization tag affixed to their collar;
- (2) that the dog has been registered and has an identification tag affixed to their collar;
and
- (3) that the dog is at all times under the direction and sight of its Owner or a person over the age of eighteen (18) years of age.

4.7.2 No person with control of or Owner shall allow a female dog in heat or a dog known to be sick to enter the confines of an Off-Leash Area.

4.7.3 No person with control of or Owner of a Dangerous Dog or a dog under a Dangerous Dog Notice shall permit that dog to enter the confines of an Off-Leash Area.

4.7.4 A person with control of or Owner of a dog who acts aggressively towards people or other dogs while in the confines of an Off-Leash Area shall immediately leash and remove the dog from the Off-Leash Area.

4.7.5 A dog is not considered to be At Large when found within the confines of an Off-Leash Area. For greater certainty, an Off-Leash Area means the area enclosed by fencing and not the area outside the enclosed fencing or any parking lot accessory to the Off-Leash Area.

4.8 Running At Large

4.8.1 No person shall cause or permit a dog, cat, unaltered dog or cat, or Dangerous Dog to be At Large in the City of Sault Ste. Marie.

4.8.2 Any person having care and control of a dog shall control it by means of a leash that is held or affixed to their person and enables them to properly control the Dog.

4.8.3 For the purposes of provision 4.9.2, a dog shall not be deemed to be controlled by a leash if the leash is attached to an immovable object, including, but not limited to, a motor vehicle, a bicycle, a post, or a handle.

4.8.4 Where the Pound Keeper has received and investigated three (3) complaints about a dog or cat At Large, which complaints have resulted in a conviction of the Owner of the dog or cat under this by-law, any prior by-law, or any successors thereto, the Pound Keeper shall be entitled to retrieve the dog, cat or any combination thereof, from the Owner to be kept in the Pound for a period of ten (10) days or until the Pound Keeper is satisfied that the Owner has taken proper and effective steps to prevent a further At Large incident, whichever is the lesser.

4.9 Impoundment

4.9.1 An Officer may seize any dog or cat that is found running At Large in the City and may cause such dog or cat to be delivered to the Pound.

4.9.2 Any person may seize any dog or cat that is found running At Large in the City and shall immediately cause such dog or cat to be delivered to the Pound Keeper, an Officer or, if known, returned to its rightful Owner.

4.9.3 A seized dog or cat shall be considered impounded at the time and place when it comes under the control of an Officer or the Pound Keeper. During the redemption period, the Pound Keeper may:

- (1) Provide such veterinary care or other care for an injured or ill impounded dog or cat as may be necessary to sustain its life or relieve any distress; and
- (2) Inoculate the impounded dog or cat to provide immunization against distemper or any other contagious or infectious disease.

4.9.4 An impounded dog or cat shall be held for a period of four (4) days and if not claimed and released to the Owner thereof within such period, such dog or cat may then be euthanized or sold by the Pound Keeper as they may deem appropriate.

4.9.5 The Owner of an animal that has been seized and impounded under this by-law may obtain release of such animal by:

- (1) Paying the redemption and administrative fees;

- (2) Paying any veterinary expenses incurred in relation to the animal while it was impounded;
- (3) If the animal being claimed is a dog or cat and is not already registered with the Pound Keeper, registering the dog or cat; and
- (4) Taking any other action in relation to the care or control of the dog or cat that the Pound may direct or order.

4.9.6 After the expiration of the redemption period, the Pound Keeper may:

- (1) release the animal to its Owner upon compliance with provision 4.10.5; or
- (2) keep, sell, transfer or euthanize the animal in accordance with the provisions of the *Animals for Research Act*, R.S.O. 1990, c. A,22, as amended.

4.10 Confinement of Female Dogs and Cats in Heat

4.10.1 Any person having care or control of a female dog or cat that is in heat shall confine such dog or cat to a building or enclosed pen until such heat has ended.

4.11 Stoop and Scoop

4.11.1 Any person having care or control of a dog or cat shall immediately remove any feces left by the animal in any place other than the premises of the Owner.

4.11.2 Any person having care or control of a dog or cat shall dispose of any feces left by the animal in a proper waste receptacle.

4.11.3 Provision 4.12.1 does not apply to Owners of a Service Dog while that dog is being used to aid a person with a visual, hearing or other impediment.

5. GENERAL PROVISIONS

5.1 Permitted Number of animals

5.1.1 No person shall keep more than three (3) dogs over the age of twelve (12) weeks within a household or premises.

5.1.2 No person shall keep more than five (5) cats over the age of twelve (12) weeks within a household or premises.

5.1.3 No person shall keep more than three (3) rodents or three (3) rabbits within a household or premises.

5.1.4 Provisions 5.1.1, 5.1.2 and 5.1.3 shall not apply to animals kept:

- (1) on premises of the Pound;

(2) on premises of a licenced Kennel;

(3) on premises of the Agency;

(4) on premises of an accredited veterinary facility under the supervision of a veterinarian licenced pursuant to the Veterinarians Act, R.S.O. 1990, c. V.3 as amended;

(5) by persons actively participating in a foster program under the direction or supervision of the Agency;

(6) as being lawfully kept under any exemption within this by-law and the schedules hereto.

5.1.5 Despite provisions 5.1.1, 5.1.2 and 5.1.3, any person lawfully keeping more than the permitted number of animals on the date this by-law comes into effect shall be permitted to keep said animals, provided that any dogs or cats are registered with the Pound Keeper within thirty (30) days of the date that this by-law comes into effect. If any dog or cat is added or replaced by the Owner, the Owner will be required to apply for an appropriate Kennel license or Permit.

5.1.6 The Pound Keeper is hereby authorized to issue, at their sole discretion, a Permit exempting any person from the prohibitions set out in this section.

5.1.7 No person shall fail to comply with the terms and conditions described on the face of any Permit issued by the Pound Keeper pursuant to this section.

5.1.8 Any Permit issued pursuant to this section remains the property of the City and may be withdrawn, revoked or otherwise declared not in force and effect, without notice, at the sole discretion of the Pound Keeper.

5.2 Animals in an Enclosed Space

5.2.1 No person shall cause an animal to be confined in an enclosed space, including a vehicle, that is not ventilated or otherwise limits the animal's ability to breathe, including but not limited to exposure to unsafe temperatures.

5.2.2 No person shall keep an animal in any vehicle, part of a vehicle or trailer attached to a vehicle where doing so causes, or may cause, the animal illness, pain, injury or suffering or to become subject to undue or unnecessary hardship or neglect.

5.2.3 An Officer may use any reasonable means necessary to remove an animal in need of assistance from a vehicle or any enclosed space.

5.3 Injured or Killed Animals

5.3.1 A person who, in the course of operating a motor vehicle, injures or kills a Domestic Animal or Livestock shall pull over to the side of the roadway as soon as it is safe to do so and notify the Pound Keeper or Police.

5.3.2 A person who comes into the possession of a dog or cat that is injured shall, as soon as possible:

- (1) Release or return the animal back to the rightful Owner, if possible; or
- (2) Surrender the dog or cat to the Pound Keeper or an Officer.

5.3.3 Where, in the opinion of Police, Pound Keeper, or Officer, an animal under this by-law is injured or should be euthanized without delay for humane reasons or for safety reasons, such person may euthanize the animal as soon after the seizure as he or she thinks fit without permitting any person to reclaim the animal or without offering it by public sale, and no damages or compensation shall be recovered by the Owner.

5.4 Tormenting Animals

5.4.1 No person shall torment, assault, batter, annoy, tease or wilfully or recklessly kill or cause injury, pain or suffering to an animal.

5.4.2 Provision 5.4.1 of this by-law shall not be interpreted so as to prohibit:

- (1) a person who is a bona fide farmer engaged in a normal farming practice pursuant to the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c.1, as amended from time to time and other applicable law; or
- (2) a person who is a bona fide hunter actively engaged in hunting in accordance with the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c.41, as amended, and other applicable laws.

5.5 Trapping Animals

5.5.1 No person shall set out any trap that causes or may cause injury, pain or suffering to a Domestic Animal or Livestock.

5.6 Livestock

5.6.1 No person shall keep Livestock in any area of the City unless the area is zoned for that purpose by the City's Zoning By-law 2005-150, as amended, and any successor thereto, or is lawfully used for that purpose.

5.6.2 No person shall cause or permit any Livestock owned or harboured by that person to run At Large in the City. For the purpose of this by-law, Livestock shall be deemed to be running At Large:

- (1) when found on any private property other than the premises of the owner of the Livestock or the person harbouring the Livestock without the consent of the person apparently in possession or actually in possession of the property; or
- (2) when on any highway or other public place and not under the care, control and supervision of the owner or other person apparently charged with the care or supervision of the Livestock.

5.6.3 Any Livestock which is found running At Large contrary to the provisions of this by-law may be seized and impounded by the Pound Keeper.

5.6.4 Any person who finds any Livestock running At Large shall report same to the Owner, if known, or the Pound Keeper immediately.

5.6.5 The Pound Keeper may euthanize any impounded Livestock without delay if, in the opinion of the Pound Keeper, such action is warranted for humane reasons.

5.6.6 The Owner of any Livestock impounded may obtain release of such Livestock by:

- (1) paying the necessary fees to the Pound Keeper; and
- (2) taking any other action in relation to the care or control of the Livestock that the Pound Keeper may direct.

5.6.7 The Pound may, in accordance with the *Pounds Act*, R.S.O. 1990, C P.17, as amended;

- (1) release the Livestock to its Owner upon compliance with provision 5.6.6 of this by-Law; or,
- (2) keep, sell or dispose of the Livestock.

5.6.8 The Owner of any Livestock found running At Large shall be liable for all damages caused by same.

5.6.9 Provision 5.6.1 shall not apply to:

- (1) premises used by the Agency; or,
- (2) premises of an accredited veterinary facility under the supervision of a veterinarian licenced pursuant to the *Veterinarians Act*, R.S.O. 1990, c. V.3, as amended.

5.7 **Wild Animals**

5.7.1 No person shall remove Wild Animals from City property unless authorized to do so by law.

5.7.2 No person shall keep, or cause to be kept, a Wild Animal in the City unless they are authorized to do so by law. If a person is in lawfull possession of a Wild Animal they

shall comply with provisions 3.1.1, 3.1.2, and 3.3.1 of this by-law as to the means of caring for such Wild Animal.

5.7.3 No person shall intentionally feed a Wild Animal or leave food or attractants of any type or form out of doors in such a manner as to attract, or be accessible by a Wild Animal or feral or stray Domestic Animal on private or public property.

5.7.4 Provision 5.7.3 does not apply to the following situations:

- (1) the feeding of song birds on private property;
- (2) the leaving of food as bait in a trap by a property Owner to capture a nuisance animal inhabiting or habituating their property pursuant to the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c.41;
- (3) the leaving of food as bait by a licensed trapper, an employee of a licensed wildlife or pest control agency, or an Officer in the performance of their work; and
- (4) the leaving of food for a colony of stray or feral cats for the purpose of trapping and turning over to the Pound Keeper.

5.8 Prohibited Animals

5.8.1 No person shall keep, either on a temporary or permanent basis, any prohibited animal in the City as described in Schedule "B".

5.8.2 Any prohibited animal found in the City may be seized and impounded by an Officer or Police.

5.8.3 This section does not apply to prohibit the keeping of a prohibited animal in the following places or circumstances:

- (1) An animal display operated by, or on behalf of the Corporation of the City of Sault Ste. Marie, on City-owned property;
- (2) On the premises of the Agency;
- (3) In a veterinary hospital under the care of a licenced veterinarian;
- (4) On the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under provision 5 of the *Animals for Research Act*, R.S.O. 1970, c. 22.;
- (5) Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada;
- (6) On the premises of any television studio where such animals are being kept temporarily for the purpose of a television production; and
- (7) Animals lawfully kept and in accordance with any agreement with the City on the lands municipally known as 1996 and 2016 Third Line West, Sault Ste. Marie, Ontario, PINs 31601-0220 and 31601-0221, under the care and control of Kenneth Frederick Marshall and Helen Dorothy Marshall operating as Spruce Haven.

5.9 Protective Care

5.9.1 Animals may be received by an Officer at the request of Police or Fire Services for the purpose of protective care pursuant to an incarceration, fire, medical emergency or for any other situation that the Pound Keeper deems appropriate.

5.9.2 Animals received into protective care shall only be kept on a temporary basis for up to a maximum of three (3) days.

5.9.3 If an animal is in protective care at the end of the three (3) day period and the animal has not been redeemed by the Owner, the Pound Keeper shall deem the animal to be running At Large and will be impounded pursuant to provision 4.10 of this by-law.

6. KENNELS

6.1 Regulations

6.1.1 All Kennels shall be registered, and the owner shall pay the registration fee and administrative fee(s) as set out in Schedule "A" and provide to the Pound Keeper the following:

- (1) The name, age, gender, breed, colour and sterilization status of all animals kept in the Kennel, if applicable; and
- (2) Written confirmation from the City's Building Division that the Kennel complies with the City Zoning By-law 2005-150; and
- (3) Any other information deemed necessary by the Pound Keeper for its records.

6.1.2 All Kennel licensees shall abide by all the provisions set out in this by-law, including:

- (1) providing confirmation from the Building Division in writing that the kennel complies with the City zoning by-law;
- (2) an inspection of the premises by the Agency within the previous twelve (12) months confirming approval of the premise as to the conditions of operation and quality of care for the Domestic Animal; and
- (3) meet the Kennel Operations Standards set out in Scheduled "C" to this by-law.

6.1.3 Where an Owner or Operator of a Kennel constructs or establishes a kennel after the 30th day of June of any year, the Owner or Operator shall pay one-half of the applicable annual registration fee as set out in Schedule "A".

6.1.4 No Owner or Operator of a Kennel shall permit more than ten (10) animals, excluding offspring under ten (10) weeks of age, to be kept at a Kennel being used for breeding purposes.

6.1.5 Notwithstanding provision 6.1.4 of this by-law, a person who lawfully owns or operates a Kennel for breeding purposes with more than ten (10) animals on the date of the passing of this by-law shall immediately notify the Pound Keeper and shall be permitted to continue to own or operate the Kennel.

6.1.6 Any Kennel registration may be refused, suspended, or revoked for non-compliance by an Officer if, at the Officer's discretion, the Kennel does not comply with the provisions of this by-law.

7. ADMINISTRATION AND ENFORCEMENT

7.1 Application and Enforcement

7.1.1 This by-law shall apply to any and all property within the geographical limits of the City of Sault Ste. Marie.

7.1.2 An Officer may issue a written order or direction requiring that a person comply with the provisions of this by-law.

7.1.3 An Officer may enter upon any land or structures at any reasonable time for the purposes of carrying out an inspection for purposes of determining whether or not:

- (1) the provisions of this by-law are being complied with; or
- (2) an order under this by-law is being or has been complied with.

7.1.4 Every person shall permit an Officer, upon production of identification, to enter the land or structure for the purpose of the inspection pursuant to provision 7.1.3.

7.1.5 No person shall refuse to produce any documents or things required by an Officer in the exercise of a power or performance of a duty under this by-law, and every person shall assist any entry, inspection, examination, or inquiry by an Officer.

7.1.6 No person shall knowingly furnish false information to an Officer.

7.2 Fees

7.2.1 The Pound Keeper shall be entitled to recover from the Owner of an impounded animal the cost of inoculating, veterinary care, and any other care provided while the animal was impounded, and pound and redemption fees, if applicable, prior to returning the animal.

7.2.2 Where an animal is not redeemed by the Owner and the Owner is known, they shall be held liable for all fees and expenses incurred as a result of the animal's seizure and impoundment.

7.2.3 Any fee required by or described in this by-law shall be as set out in Schedule “A” to this by-law with the exception of those fees determined by the Board of the Agency, as amended from time to time.

7.3 Offences and Penalties

7.3.1 Any person or Owner who contravenes a provision of this by-law is guilty of an offence and is liable upon conviction to a penalty of not less than \$50.00 and not more than \$5,000.00, exclusive of costs, and all such penalties shall be recoverable under the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

7.3.2 For the purposes of this section, a separate violation shall be deemed to have been committed for each and every day during which such violation continues, and conviction in respect of a violation shall not operate as a bar to further prosecution if such violation continues.

7.4 Validity

7.4.1 Should a court of competent jurisdiction declare a part or whole of any provision of this by-law to be invalid or of no force and effect, the provision or part is deemed severable from this by-law, and it is the intention of Council that the remainder survive and be applied and enforce in accordance with its terms to the extent possible under the law so as to provide a minimum standard for the care and control of animals.

7.4.2 Where a provision of this by-law conflicts with the provision of another by-law, Act, or Regulation in force within the City of Sault Ste. Marie, the provisions that establishes the higher standards for the care and control of animals and the protection of the health and safety of persons shall prevail.

7.5 By-Laws Repealed

7.5.1 By-law 2018-19 of the Corporation of the City of Sault Ste. Marie and any amendments made thereto are hereby repealed.

7.6 Enactment

7.6.1 This by-law shall come into force and effect on the day that it is passed, save for provisions 4.1 and 4.2 (pertaining specifically to cats).

7.6.2 Section 4.1 and 4.2 (pertaining specifically to cats), shall come into force and effect on January 1, 2020, and all cats shall be registered on or before March 31st, 2021.

PASSED in open Council this 21st day of May, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

The Corporation of the City of Sault Ste. Marie

Schedule “A” Schedule of Fees

1. DOG AND CAT REGISTRATION FEES

Classification	Annual Fee
Unsterilized dog or cat	\$50.00
Sterilized dog or cat	\$20.00
Sterilized dog or cat with Microchip	\$10.00
Dangerous Dog	\$100.00
Late Registration Surcharge (after March 31 st)	\$10.00
Replacement Identification Tag	\$5.00

2. KENNEL REGISTRATION FEES

Classification	Annual Fee
Kennel Registration	\$150.00
Late Registration Surcharge (after March 31 st)	\$50.00

3. REDEMPTION, SERVICE AND POUND FEES

Redemption and pound fees and any other costs associated with the enforcement of this by-law shall be set by the Board.

The Corporation of the City of Sault Ste. Marie

Schedule “B” Prohibited Animals

The following animals are prohibited:

All Marsupials (such as Kangaroos and Opossums)

All Non-human Primates (such as Gorillas and Monkeys)

All Felids, except the domestic cat

All Canids, except the domestic dog

All Viverrids (such as Mongooses, Civets and Genets)

All Mustelids (such as Skunks, Weasels, Otters, Badgers) except the domestic Ferret

All Ursids (Bears)

All Artiodactylus Ungulates, except domestic goats, sheep, pigs and cattle

All Procyonids (such as Raccoons, Coatis and Cacomistles)

All Hyenas

All Perissodaetylus Ungulates, except the domestic horse and ass

All Elephants

All Pinnipets (such as Seals, Fur Seals and Walruses)

All Snakes of the Families Pythonidae and Boidae

All Venomous Reptiles

All Ratite Birds (such as Ostriches, Rheas and Cassowaries)

All diurnal and nocturnal Raptors (such as Eagles, Hawks and Owls)

All Edentates (such as Anteaters, Sloths, Armadillos)

All Bats

All Crocodilians (such as Alligators and Crocodiles)

All Venomous Arachnids (such as Scorpions and Tarantulas)

The Corporation of the City of Sault Ste. Marie

Schedule “C” Standards for All Kennels

All kennels operating within the City shall maintain all animals in a clean, secure, and humane manner and every Owner and operator of a kennel shall ensure that the kennel complies with the following standards:

- (1) All animals shall be provided with food and water and treated in a humane manner.
- (2) The kennel shall be constructed and maintained in accordance with the *Building Code Act*, 1992, S.O. 1992, c. 23 and in such a manner that:
 - a. Floors and other surfaces may be readily sanitized;
 - b. Doors, windows, pipes, drains and other openings have no space or spaces capable of harbouring or permitting the entrance of vermin;
 - c. Exposure to direct sunlight is limited and shall not cause distress to any animal; and
 - d. All kennels shall be kept in a good state of repair.
- (3) Where there are floor drains:
 - a. A floor drain and any trench installed in connection therewith that is used for waste disposal shall be flushed at such intervals as may be necessary to prevent any accumulation of waste that might impair the health or welfare of any animal in the room;
 - b. The floor shall be so constructed and maintained in order that surface liquids thereon will drain into the drain; and
 - c. The operator of the kennel shall cause the drains to be examined as often as is necessary to ensure that they are functioning properly, have an adequate water seal and are not harbouring vermin.
- (4) Alleyways and service aisles between cages or pens shall be of sufficient width to permit the safe and efficient movement of Individuals and equipment and shall not be used for storage or accumulation of materials or equipment of any kind.
- (5) Every room in a kennel shall be maintained in a clean condition.
- (6) The operator of every kennel shall take all reasonable steps to prevent the spread of and to destroy vermin and invertebrates that may be harmful to the health, comfort or welfare of any animal in the kennel.
- (7) Every room that is used for the housing of animals within a kennel shall be equipped with a lighting system that is so designed, constructed and maintained in order that:
 - a. It distributes light as evenly and with as little glare as possible; and

- b. It provides adequate light for the proper observation of every animal in the room.
- (8) Every room that is used for the housing of animals within a kennel shall be adequately lighted for a continuous period of at least eight (8) hours in every twenty-four (24) hour period.
- (9) Every room that is used for the housing of animals within a kennel shall at all times be adequately ventilated for the health, welfare and comfort of every animal therein.
- (10) Every room that is used for the housing of animals within a kennel shall at all times be adequately maintained at a temperature suitable for the health, welfare and comfort of every animal therein.
- (11) The operator of a kennel shall ensure that there are, in every day, on the premises on which the kennel is located, an adequate number of individuals competent in the care of animals to properly care for every animal in the kennel.
- (12) Every cage or pen used in a kennel for the housing of animals shall be so constructed and maintained that:
 - a. Every animal in the cage or pen may comfortably:
 - i. Extend its legs to their full extent,
 - ii. Stand,
 - iii. Sit,
 - iv. Turn around, and
 - v. Lie down in a fully extended position;
 - b. Is not likely to harm any animal therein;
 - c. Any animal therein cannot readily escape;
 - d. It minimizes as nearly as practicable the transfer of pathogenic agents; and
 - e. It may be readily sanitized.
- (13) Where a group of animals in a kennel is housed in a communal cage, pen or animal run, no individual animal shall be placed in the cage, pen or animal run with the group of animals where the placing of the individual animal would result in harm to any of the animals and, where the behaviour of the animals in the cage, pen or animal run is such that harm is likely to result. Any animal whose removal will prevent the harm from occurring shall be removed immediately.
- (14) All pens or cages in every kennel shall be maintained such that:
 - a. Bedding material in every cage or pen shall be changed as often as is necessary to keep it dry, clean and free of noxious fumes;

- b. Every animal that is housed in a cage or pen shall be removed from its cage or pen and changed to a freshly sanitized cage or pen as often as is necessary for its health and comfort;
 - c. No animal shall be placed in a cage or pen that is vacant unless the cage or pen and equipment used in connection therewith have first been sanitized;
 - d. Where a cage is cleaned or sanitized, the cage rack or portion thereof used in connection with the cage shall be cleaned or sanitized at the same time;
 - e. Every animal shall be protected against liquid spray while a cage or pen is being cleaned;
 - f. Every device used to supply drinking water to an animal shall be maintained in a sanitary condition and shall be so constructed and maintained as to ensure:
 - i. That the animal is receiving potable water; and
 - ii. The device is functioning properly;
 - g. Every container for food or water shall be maintained in a sanitary condition.
- (15) The operator of every kennel shall take or cause to be taken all steps practicable to treat and prevent the spread of any disease found in or on any animal and to prevent distress to the animal.
- (16) Every pen used for the housing of animals in any kennel shall be so constructed and maintained as to provide a clean, dry and safe surface adequate to permit the animals to lie down in comfort at all times.
- (17) An outdoor animal run in a kennel may be used to provide animals in the kennel with exercise subject to the following conditions:
- a. No animal shall be removed from indoor housing and placed in the outdoor animal run or removed from the outdoor animal run and placed in the indoor housing where to do so would result in the change in environment likely to cause harm to the animal;
 - b. The surface on which the animal run is established shall be so maintained as to rapidly drain all excess surface water;
 - c. The animal run shall be so fenced as to prevent any animal from escaping;
 - d. The animal run shall be kept in a clean condition free from any materials or equipment likely to cause harm to an animal;
 - e. Every animal in the animal run shall have access to individual shelters that are:
 - i. Readily accessible to the animal;
 - ii. Large enough to comfortably accommodate the animal;
 - iii. Constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation and wind; and,
 - iv. Dry and well drained.
- (18) All surfaces of yards and runways shall be covered in concrete or other nonporous materials or any other equivalent material.

- (19) Subject to the *Dead Animal Disposal Act*, R.S.O. 1990, c. D.3 (the “*DADA*”), as amended, in any kennel, the carcass of an animal shall be:
- a. removed immediately from the cage or pen; and
 - b. except for the whole or a part of the carcass that is retained in a sanitary manner for research, disposed of immediately.
- (20) Where the carcass of an animal is disposed of and the dead animal is not a “dead animal” as defined in the *DADA*, as amended, the carcass shall be disposed of by:
- a. Burying it with a covering of at least two (2) feet of earth;
 - b. Incineration; or
 - c. Delivery to a rendering plant that is:
 - i. Licensed under the *DADA*; or
 - ii. Approved under the Meat Inspection Act (Canada) in a vehicle constructed and equipped in accordance with the *DADA*.
- (21) A whelping facility or area shall be separate from any individual or group kennel enclosures housing other kennel animals, thereby providing the whelping animal with privacy.
- (22) Wire floors shall not be permitted in any kennel housing animals. If wire floors must be used, a solid floored sleeping area must be provided and every animal or pup must be given an opportunity to exercise on a larger solid floored area at least three (3) times daily.

The Corporation of the City of Sault Ste. Marie

Schedule “D” Part 1 Provincial Offences and Set Fines

	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1	Fail to treat animal in humane manner	3.1.1	\$250.00
2	Fail to provide animal with adequate/appropriate – food	3.1.1(1)(a)	\$250.00
3	Fail to provide animal with adequate/appropriate – water	3.1.1(1)(b)	\$250.00
4	Fail to provide animal with adequate/appropriate – shelter	3.1.1(1)(c)	\$250.00
5	Fail to provide animal with veterinary medical care	3.1.1(1)(d)	\$400.00
6	Fail to provide animal with sufficient physical activity	3.1.1(2)	\$250.00
7	Fail to provide animal with raised shelter	3.1.2(1)	\$100.00
8	Fail to provide animal with separate area for defecation and urination	3.1.2(2)	\$100.00
9	Fail to provide animal with sufficient shade	3.1.2(3)	\$200.00
10	Fail to provide animal with area dry and free from standing water	3.1.2(4)	\$150.00
11	Improper Tethering of an animal - tether less than four (4) metres	3.2.1(1)	\$150.00
12	Improper Tethering of an animal - failing to give animal unrestricted/unobstructed movement within range of tether	3.2.1(2)	\$150.00
13	Improper Tethering of an animal - no access to food or water or shelter or shade	3.2.1(3)	\$250.00
14	Improper Tethering of an animal – Tether causing pain or distress	3.2.1(4)	\$250.00
15	Improper collar – restrict breathing or cause distress	3.2.2	\$250.00

16	Improper Tethering of a cat – left outside unsupervised	3.2.3	\$150.00
17	Fail to keep animal in sanitary conditions	3.3.1	\$250.00
18	Fail to register – dog or cat	4.1.1(1)	\$250.00
19	Fail to renew registration	4.1.1(3)	\$100.00
20	Fail to obtain a replacement dog identification tag	4.1.1(4)	\$50.00
21	Fail to display identification tag on collar	4.2.1	\$50.00
22	Use improper tag	4.2.2	\$150.00
23	Provide false information	4.2.3	\$250.00
24	Remove identification tag	4.2.4	\$100.00
25	Permit dog to bite or attack – a person or domestic animal	4.3.1	\$250.00
26	Fail to comply with Dangerous Dog notice	4.4.1	\$400.00
27	Fail to muzzle a dangerous dog	4.4.2(1)	\$400.00
28	Fail to securely tether a dangerous dog	4.4.2(2)	\$400.00
29	Fail to securely confine a dangerous dog with appropriate – fence or enclosure	4.4.2(3)	\$400.00
30	Fail to display Dangerous Dog warning sign	4.4.2(4)	\$200.00
31	Use leash more than 2m on dangerous dog	4.4.3(1)	\$400.00
32	Fail to muzzle a dangerous dog	4.4.3(2)	\$400.00
33	Fail to notify of change of address or ownership	4.4.4(1)	\$300.00
34	Fail to notify running At Large of dangerous dog	4.4.4(2)	\$400.00
35	Failing to notify attacking or biting by dangerous dog	4.4.4(2)	\$400.00
36	Permit dog to persistently bark or howl	4.6.1(1)	\$150.00
37	Permit dog or cat to scatter garbage or interfere with waste collection services	4.6.1(2)	\$150.00
38	Permit dog or cat to damage public or private property	4.6.1(3)	\$150.00
39	Permit dog or cat to chase persons or vehicles or domestic animals or livestock or poultry	4.6.1(4)	\$150.00

40	Permit dog in Off-Leash Area with no rabies immunization tag	4.7.1(1)	\$150.00
41	Permit dog in Off-Leash Area with no identification tag	4.7.1(2)	\$150.00
42	Fail to be with Owner or person over 18	4.7.1(3)	\$150.00
43	Permit dog in heat or sick in Off-Leash Area	4.7.2	\$150.00
44	Permit aggressive or dog under Dangerous Dog notice in Off-Leash Area	4.7.3	\$250.00
45	Fail to leave Off-Leash Area following aggression towards people or dog	4.7.4	\$100.00
46	Permit dog or cat to run At Large	4.8.1	\$200.00
47	Permit unaltered dog or cat to run At Large	4.8.1	\$300.00
48	Permit dangerous dog to run At Large	4.8.1	\$400.00
49	Fail to properly control a dog on a leash	4.8.2	\$100.00
50	Fail to turn over a found cat or dog to Pound or Owner	4.9.2	\$200.00
51	Fail to confine a dog or cat that is in heat	4.10.1	\$150.00
52	Fail to immediately remove cat or dog feces	4.11.1	\$200.00
53	Fail to dispose of cat or dog feces in proper waste receptacle	4.11.2	\$200.00
54	Keep more than 3 dogs on premises	5.1.1	\$250.00
55	Keep more than 5 cats on premises	5.1.2	\$250.00
56	Keep more than 3 rodents or 3 rabbits on premises	5.1.3	\$250.00
57	Keeping an animal in enclosed space or car without adequate ventilation	5.2.1	\$400.00
58	Improper transportation of animal	5.2.2	\$250.00
59	Fail to notify Pound Keeper of injuring an animal while operating a motor vehicle	5.3.1	\$250.00
60	Fail to turn over an injured animal to the Owner	5.3.2(1)	\$300.00
61	Fail to turn over an injured animal to Officer or Pound Keeper	5.3.2(2)	\$300.00

62	Annoy or assault or batter or torment or wilfully and recklessly kill or cause injury or cause pain or cause suffering to an animal	5.4.1	\$500.00
63	Trap an animal when it is not causing a nuisance or damaging property	5.5.1	\$150.00
64	Keep livestock in area not zoned for keeping of livestock	5.6.1	\$250.00
65	Permit livestock to run At Large	5.6.2	\$300.00
66	Fail to turn over found livestock to its Owner or Officer or Pound	5.6.4	\$200.00
67	Remove a wild animal from City property	5.7.1	\$150.00
68	Keep or cause to be kept a wild animal	5.7.2	\$150.00
69	Feed a wild animal or leave food or attractant out	5.7.3	\$200.00
70	Keep a prohibited animal	5.8.1	\$300.00
71	Fail to pay Kennel registration fee	6.1.1	\$200.00
72	Fail to construct or establish or maintain or operate a Kennel in compliance with the By-Law	6.1.2	\$250.00
73	Fail to comply with Kennel Operations Standards	6.1.2(3)	\$200.00
74	Keep more than ten (10) animals – Breeding Kennel	6.1.4	\$250.00
75	Fail to permit an Officer to inspect premises	7.1.4	\$250.00
76	Obstructing an Officer in the execution of their duties	7.1.5	\$300.00
77	Furnish false information to an Officer	7.1.6	\$300.00

The Corporation of the City of Sault Ste. Marie

Schedule “E” Off-Leash Areas

The following properties are “Off-Leash Areas” for the purposes of this by-law:

- (1) Strathclair Dog Park

The Corporation of the City of Sault Ste. Marie

Schedule “F” Circus Prohibited

The purpose of Schedule “F” is to prohibit Circuses with Animals from operating within the City of Sault Ste. Marie.

1. DEFINITIONS

For the purposes of Schedule “F” of this by-law,

“Animal” means any member of the animal kingdom, other than a human;

“Circus” means a traveling company which includes any combination of acrobats, Animals, clowns, entertainers, that give performances in a series of different places for the amusement or entertainment of an audience;

2. PROHIBITION

No person within the City of Sault Ste. Marie shall operate or carry on a Circus in which an Animal is required to perform for the amusement or entertainment of an audience.

3. EXCEPTIONS

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

- a. An Equestrian Show;
- b. A Dog Show;
- c. A Domestic Cat Show;
- d. An Aquarium Display;
- e. Horseracing;
- f. Sled Dog Racing;
- g. A Pet Store or Pet Shop;
- h. A municipally registered Kennel;
- i. A breeding facility, which holds a valid municipal Breeding Permit;
- j. A veterinary hospital under the care of a licensed veterinarian;
- k. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
- l. Animals kept on the premises of any television studio where such animals are being kept temporarily for the purpose of a television production.

The Corporation of the City of Sault Ste. Marie

Schedule “G” Zoos Prohibited

The purpose of Schedule “G” is to prohibit Zoos from operating within the City of Sault Ste. Marie.

1. DEFINITIONS

For the purposes of Schedule “G” of this by-law,

“Animal” means any member of the animal kingdom, other than a human;

“Zoo” means an establishment that maintains a permanent collection of live animals kept in cages or large enclosures for any purpose, including but not limited to display to the public.

2. PROHIBITION

No person within the City of Sault Ste. Marie shall operate or carry on a Zoo.

3. EXCEPTIONS

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

- a. Animals kept on the premises of the Agency;
- b. Animals kept in a Pet Store or Pet Shop;
- c. Livestock kept in an area of the City zoned for agricultural purposes;
- d. An Aquarium or Insect Display;
- e. A municipally registered Kennel;
- f. A breeding facility, which holds a valid municipal Breeding Permit;
- g. A veterinary hospital under the care of a licensed veterinarian;
- h. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
- i. Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada; and
- j. Animals lawfully kept and in accordance with any agreement with the City on the lands municipally known as 1996 and 2016 Third Line West, Sault Ste. Marie, Ontario, PINs 31601-0220 and 31601-0221, under the care and control of Kenneth Frederick Marshall and Helen Dorothy Marshall operating as Spruce Haven.

The Corporation of the City of Sault Ste. Marie

Schedule “H” Dangerous Dog Notice

[Agency Name]

IN THE MATTER OF By-Law 2019-117

Of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notice of Dangerous Dog Designation

I, [NAME], of the City of Sault Ste. Marie, in the District of Algoma, Poundkeeper for the City of Sault Ste. Marie Humane Society

DO HEREBY GIVE NOTICE TO [NAME], [STREET ADDRESS], Sault Ste. Marie, Ontario [POSTAL CODE] that the dog owned by you and more particularly described as

[COLOUR], [BREED], [SEX], [NAME]

Is hereby designated to be **Dangerous** as described in By-law 2019-117, as amended, passed by the Council of the Corporation of the City of Sault Ste. Marie;

DO THEREFORE REQUIRE that you immediately upon receipt of this notice must keep the said dog confined within your dwelling, or when within the boundaries of your premises, ensure that:

- (1) it wears a muzzle;
- (2) it is securely tethered;
- (3) it is contained within an area securely enclosed by a locked fence of an appropriate height, or an area enclosed by other means such that the Dangerous Dog cannot come into contact with members of the public; and
- (4) a sign, no smaller than 5” x 7”, is displayed at all entrances to the property upon which the dog is kept, bearing words and a symbol that warn that there is a Dangerous Dog on the property.

When the said dog is not within the boundaries of your premises, the dog must be:

- (1) on a leash that does not exceed two (2) metres in length; and
- (2) muzzled.

YOU ARE HEREBY FURTHER GIVEN NOTICE that you may appeal this notice by requesting a hearing to be heard by a Committee designated by the Council of the Corporation of the City of Sault Ste. Marie. Notice of request for hearing must be served on the City Clerk for the Corporation of the City of Sault Ste. Marie **three (3) working days** from the date of this notice. The Appeal Committee may affirm or rescind the Poundkeeper’s dangerous dog designation or

may substitute its own requirements of the owner of the dangerous dog pursuant to By-law 2019-117, s. 4.5.

[NAME]
Poundkeeper
Sault Ste. Marie Humane Society

DATED AT SAULT STE. MARIE, ONTARIO, THIS DAY OF 20__

cc City Legal Department

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-118

STREET ASSUMPTIONS: (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the date of its final passing.

PASSED in open Council this 21st day of May, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2019-118

1. BLACK ROAD

PIN 31515-0347(LT)

PART OF LOT 1, CONCESSION 4 TOWNSHIP OF ST. MARY'S DESIGNATED AS PART 1, 1R-13418; CITY OF SAULT STE. MARIE

PIN 31504-0474(LT)

PART OF SECTION 33, TOWNSHIP OF TARENTORUS DESIGNATED AS PART 1, 1R-13421; CITY OF SAULT STE. MARIE

2. THIRD LINE EAST

PIN 31563-0162(LT)

PART OF LOT 62, RCP H739 TARENTORUS DESIGNATED AS PART 1, 1R-13373; CITY OF SAULT STE. MARIE

3. MARGARET STREET

PIN: 31500-0121(LT)

FIRSTLY, MARGARET ST PL H448 ST. MARY'S; MARGARET ST PL H500 ST. MARY'S; RESERVE PL H500 ST. MARY'S LYING S OF MARGARET ST; PT LOT 32 PL H448 ST. MARY'S PT 9 1R3186; PT SEC 9 ST. MARY'S AS IN T180355; SECONDLY; RESERVE PL H448 ST. MARY'S LYING S OF MARGARET ST; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-119

AGREEMENT: (C2.13(13)) A by-law to authorize the execution of a Memorandum of Understanding between the City and the Sault Ste. Marie Economic Development Corporation to transfer the 2019 Municipal Transient Accommodation Tax (MAT) allotment.

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 Memorandum of Understanding dated May 21, 2019 between the City and the Sault Ste. Marie Economic Development Corporation, a copy of which is attached as Schedule "A" hereto. This Memorandum of Understanding is to transfer the 2019 Municipal Transient Accommodation Tax (MAT) allotment.

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 21st day of May, 2019.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

MEMORANDUM OF UNDERSTANDING

***UNDER SECTION 6(1) OF O. Reg. 435/17 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, c. 25, AS AMENDED***

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated the ____ day of _____, 2019.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "**City**")

OF THE FIRST PART;

- and -

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION
(hereinafter called the "**EDC**")

OF THE SECOND PART;

WHEREAS Section 400.1 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended (the "Act") provides that Council of a local municipality may pass by-laws imposing a tax in respect of the purchase of transient accommodation within the municipality;

AND WHEREAS on December 10, 2018, Council of the City passed By-law 2018-218 which establishes the Municipal Transient Accommodation Tax (MAT) for short-term rentals within the City of Sault Ste. Marie;

AND WHEREAS Section 6 of Ontario Regulation 435/17 as amended requires a municipality and each eligible tourism entity that receives an amount under Section 4 or 5 of the aforesaid Regulation to enter into an agreement respecting reasonable financial accountability matters in order to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism;

AND WHEREAS as set out within By-law 2018-218, City Council confirmed its intention to administer the MAT imposed on the purchase of accommodations of short duration within the City of Sault Ste. Marie pursuant to Ontario Regulation 435/17, as amended, in conjunction with any Memorandum of Understanding between the City and the EDC for the purpose of promoting tourism with this City;

AND WHEREAS in accordance with Section 6(1) of Ontario Regulation 435/17, as amended and the commitment of the City as set out herein to administer the MAT in accordance with any Memorandum of Understanding between the City and the EDC, the parties hereto have agreed to the following terms and conditions:

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM

- (a) The parties hereto acknowledge and agree that the term of this MOU shall be commence on May 21, 2019 and end on December 31, 2019 (the "Term").
- (b) The parties further agree to negotiate the terms and conditions of a MOU ("Second MOU") following the Term of the within MOU. To this end, the parties shall endeavour to complete such negotiations so as to result in a Second MOU within thirty (30) days of the expiry of the Term of this MOU.

2. BY-LAW 2018-21

The parties hereto acknowledge and agree that the City shall administer the MAT in accordance with City By-law 2018-218 and its obligations under Ontario Regulation 435/17, as amended. To this end, the parties agree that the definitions set out in City By-law 2018-218 along with its terms and conditions shall apply to all matters regarding MAT and this MOU.

3. PAYMENTS FROM CITY TO EDC

- (a) The parties acknowledge and agree that Section 4 of Ontario Regulation 435/17 is applicable in determining the amount payable by the City to the EDC given MAT.
- (c) The parties further acknowledge and agree that the EDC is the only "eligible tourism entity" in the City as that term is defined in Ontario Regulation 435/17.
- (d) Pursuant to Section 4 of Ontario Regulation 435/17, the parties hereto agree as follows:
 - a. The total amount collected by the previous Destination Marketing Fund (DMF) in 2018, being the last fiscal year prior to the enactment of the MAT is Seven Hundred, Thirty-Two Thousand, Six Hundred and Ninety Two (\$732,692.38 CDN) Dollars and Thirty-Eight Cents, the particulars of which are set out in Schedule "A" appended to this MOU.

- b. The total amount payable by the City to the EDC for the calendar year 2019 is therefore calculated to be Seven Hundred, Thirty-Two Thousand, Seven Hundred (\$732,700.00 CDN) Dollars.
- c. The City shall pay the EDC the total sum of Seven Hundred, Thirty-Two Thousand, Seven Hundred (\$732,700.00 CDN) Dollars payable in quarterly installments for the calendar year 2019. For clarity, upon approval of the MOU on May 21, 2019, the City will forward the March 31, 2019 quarterly payment of \$183,173. The next quarterly payment will be June 30, 2019, and thereafter the quarterly payments will be September 30, 2019 and December 31, 2019.

4. FINANCIAL ACCOUNTABILITY OF EDC

- (a) The EDC acknowledges and agrees:
 - (i) to utilize all amounts payable by the City to the EDC pursuant to the terms of this MOU for the exclusive purpose of promoting tourism in the City; and
 - (ii) that its obligation as set out in Section 4(a)(i) herein is also a legislative requirement pursuant to Section 6(1) of Ontario Regulation 435/17.
- (b) In accordance with section 6(2) of Ontario Regulation 435/17 and the EDC's resultant obligation to provide financial accountability for the amounts received by the EDC from the City pursuant to Section 3 of this MOU, the EDC undertakes and commits as follows:
 - (i) During the Term, the EDC shall spend the amounts so received as follows:

Tour Train	\$ 180,300.00
Conventions/Meetings	\$ 145,298.00
Product Development	\$ 133,660.00
Searchmont	\$ 68,656.00
Sports Tourism	\$ 73,604.00
Poker Run	\$ 50,000.00
WTF Festival	\$ 40,000.00
Meridian Online Reservation System	\$ 31,182.00
Travel Trade	\$ 10,000.00
Total	\$ 732,700.00

- (ii) The EDC undertakes to maintain all documents, invoices, financial records and any other materials as requested by the City to document the amounts paid pursuant to Section 4(b)(i) above and shall produce same to the City immediately upon request.
- (iii) As per the MOU between the City and EDC dated February 20, 2018, the EDC will submit an annual report and financial statements within 120 days of the calendar year end which includes tourism metrics as defined in this agreement (Schedule D).
- (d) If at any time during the Term, the City determines that the EDC did not comply with Section 4(a) herein, such that the EDC utilized amounts received under this MOU for a purpose other than promoting tourism in the City, the City shall have the unfettered right and discretion to suspend and/or cancel any further payments to the EDC as required under this MOU.

5. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by delivering or mailing the notice to:

In the case of the City:

Deputy CAO, Community Development and Enterprise Services
99 Foster Drive, Sault Ste. Marie ON P6A 5X6
Email t.vair@cityssm.on.ca

In the case of the EDC:

Executive Director
Sault Ste. Marie Economic Development Corporation
99 Foster Drive, Sault Ste. Marie ON P6A 5X6
Email d.hollingsworth@ssmedc.ca

In the case of mailing, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4th) business day, excluding Saturdays, next following the date of mailing. If the notice is sent electronically via e-mail, the notice shall be deemed to be received on the same day that the notice is e-mailed.

6. DISPUTE RESOLUTION MECHANISM

In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this MOU, the Chief Administrative Officer, or his or her representative shall meet with the EDC at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to City Council at the earliest opportunity for resolution.

7. GENERAL

- (a) This MOU and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This MOU shall be treated in all respects as an Ontario contract.
- (b) This MOU constitutes the entire agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this MOU or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this MOU must be in writing, duly executed by the parties.
- (c) The parties hereby acknowledge and agree that any future amendments to this MOU must be made in writing and signed by both parties.
- (d) This MOU shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

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- (e) No party shall assign, transfer or make any other disposition of this MOU or of the rights conferred thereby, without the prior written consent of all other parties to the MOU.

IN WITNESS WHEREOF the part of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

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

Mayor – Christian Provenzano

City Clerk – Malcolm White

**SAULT STE. MARIE ECONOMIC
DEVELOPMENT CORPORATION**

Schedule "A"

**Sault Ste. Marie Economic Development Corporation
DMF Remittance Detail
2018**

Month	Amount
January	35,903.13
February	46,564.81
March	46,506.56
April	49,271.81
May	57,178.63
June	71,767.86
July	79,628.50
August	91,639.72
September	92,539.07
October	81,634.28
November	45,099.02
December	34,958.99
Total	732,692.38

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-122

STREETS: (S4) A by-law to amend By-law 2008-131 being a by-law respecting streets and related matters.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of subsection 10(2) *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

AMENDMENT TO STREETS BY-LAW 2008-131

1. **SECTION 2 DEFINITIONS** is amended by adding the following definitions in alphabetical order:
 - a. “Small overhead fixtures” means hanging planters, flags and small light fixtures, and may include other objects of like size and nature capable of being installed safely with the same building permit scope as the items listed herein.
 - b. “Small street furnishings” means planters and decorations, in addition to small benches and small seating arrangements for general public use and not to be used for food or beverage services by the establishment.
 - c. “Defined Downtown” has the same meaning as defined in Section 2 of the City’s Zoning By-law 2005-150.
2. The following is added into **SECTION 7 PROJECTIONS INTO STREETS** as a new **Subsection 7 (12)**:

(12) Awnings, canopies and small overhead fixtures in the Defined Downtown

Notwithstanding other provisions of this By-law, an awning, canopy or small overhead fixture may be erected above municipal sidewalks abutting commercially zoned properties in the Downtown, without an encroachment agreement, subject to the following conditions:

- (a) Shall only be erected after obtaining a building permit.
- (b) Shall not project more than 1.25 m from the building wall to which it is attached.
- (c) A retractable awning shall not project more than 1.83 m from the building wall to which it is attached.

- (d) Shall not be an awning or canopy that is illuminated by a light source located on or within the awning or canopy.
- (e) Shall be erected such that its lowest part is not less than 2.5 m above the surface of the sidewalk.
- (f) Shall not be erected in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.

3. The following is added into **SECTION 7 PROJECTIONS INTO STREETS** as a new **Subsection 7 (13)**:

(13) Small street furnishings in the Defined Downtown

Notwithstanding other provisions of this By-law, small street furnishings may be placed upon municipal sidewalks in front of a business located in the Downtown, without an encroachment agreement, subject to the following conditions:

- (a) Only be placed abutting the premises where the business operates, within 0.75 m of the front of the building.
- (b) A 1.5 m wide unobstructed walkway shall be maintained on the sidewalk.
- (c) A 3.0 m wide unobstructed walkway is required adjacent to an intersection.
- (d) Shall not be placed within 1.5 m of a driveway or laneway.
- (e) Shall not be placed between October 15 and May 15, inclusive.
- (f) Shall not be placed in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
- (g) Shall be removed at the City's discretion and not replaced based on, but not limited to, safety concerns or required street maintenance.

4. **EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

PASSED in open Council this 21st day of May, 2019

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-122 AMENDING STREETS BY-LAW 2008-131.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-123

SIGNS: (R1.19) A by-law to amend By-law 2017-35 being a by-law for regulating or prohibiting signs and other advertising devices.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 99, 391, and 425 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

AMENDMENT TO SIGN BY-LAW 2017-35

1. Under **Section 8.3 Sign Tables, TABLE 3: COM - COMMERCIAL SIGN DISTRICT** is amended as follows:

The contents of the cell in Column 2 (Number of *Signs*) in the row titled *A-Frame Sign* is deleted and replaced with:

1 for each 75 m or part thereof of *street line* of a *property*. Alternatively, if located within *the Downtown*, 1 is allowed per *business*.

The contents of the cell in Column 4 (Maximum *Sign Height*) in the row titled *A-Frame Sign* is deleted and replaced with:

1.25 m

The contents of the cell in Column 2 (Number of *Signs*) in the row titled *Overhanging Sign* is deleted and replaced with:

1 per *property*. Alternatively, if located within *the Downtown*, 1 is allowed per *business*.

2. **Section 9.1 A-Frame Signs** is amended as follows:

The following Subsection (f) is added to Section 9.1:

- f. For *properties* located in *the Downtown* in a Commercial Sign District, an *A-Frame Sign* may be *erected* upon municipal sidewalks without an encroachment agreement, subject to the following additional conditions:
 - i. A 3.0 m wide unobstructed walkway is required adjacent to an intersection.
 - ii. Shall not be *erected* within 1.5 m of a driveway or laneway.
 - iii. Shall not be *erected* between October 15 and May 15, inclusive.

- iv. Shall not be *erected* in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
- v. Shall comply with all other applicable regulations in this By-law.
- vi. Shall be removed at the City's discretion and not replaced based on, but not limited to, safety concerns or required *street* maintenance.

3. **Section 9.2 Awning or Canopy Signs** is amended as follows:

Subsections (a) through (c) of Section 9.2 are deleted and replaced with:

- a. No *awning* or *canopy sign* shall be *erected* such that the lowest part of the *sign structure* is less than 2.5 m above *established grade* or the surface of the *road allowance* or public sidewalk.
- b. For *properties* located in *the Downtown* in a Commercial Sign District, an *awning* or *canopy sign* may be *erected* above municipal sidewalks without an encroachment agreement, subject to the following additional conditions:
 - i. Shall only be *erected* after obtaining a building permit.
 - ii. Shall not project more than 1.25 m from the *building* wall to which it is attached.
 - iii. A retractable *awning* shall not project more than 1.83 m from the *building* wall to which it is attached.
 - iv. Shall not be *illuminated* by a light source located on or within the *awning* or *canopy*.
 - v. Shall not be *erected* in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
 - vi. Shall comply with all other applicable regulations in this By-law.

4. **Section 9.11 Overhanging Signs** is amended as follows:

Subsections (a) through (d) of Section 9.11 are deleted and replaced with:

For *properties* located in *the Downtown* in a Commercial Sign District, an *overhanging sign* may be *erected* above municipal sidewalks without an encroachment agreement, subject to the following conditions:

- a. Shall only be *erected* after obtaining a building permit.
- b. Shall only be *erected* on *premises* where the *business* it is advertising operates.
- c. Shall not project more than 1.25 m from the *building* wall to which the *overhanging sign* is attached.
- d. Shall not be *illuminated* by a light source located on or within the *sign*.

- e. No *overhanging sign* shall be *erected* such that the lowest part of the *sign structure* is less than 2.5 m above *established grade* or the surface of the *road allowance* or public sidewalk.
- f. Shall not be *erected* in a manner which, in the opinion of the Chief Building Official, impedes the necessary view of a pedestrian, cyclist or motorist.
- g. Shall comply with all other applicable regulations in this By-law.

5. **EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

PASSED in open Council this 21st day of May, 2019.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI