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

Monday, January 6, 2020

4:30 pm

Council Chambers

Civic Centre

Pages

1. Adoption of Minutes 14 - 34

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the Minutes of the Regular Council Meeting of 2019 12 02 and the Budget Meeting of 2019 12 09 be approved.

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

3. Declaration of Pecuniary Interest

4. Approve Agenda as Presented

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the Agenda for 2020 01 06 City Council Meeting as presented be approved.

5. Proclamations/Delegations

5.1 World Religion Day

Ginny and Gil Cymbalist

5.2 Crime Stoppers

Saija Paakki – Chair; Kendra Addison – Coordinator; Lesia Obarymskyj – Office

Assistant and Jodi Nastor – Board Member

5.3 **2019 Christmas Lighting Awards**

5.4 **Municipal Service Review**

Oscar Poloni, Office Managing Partner and Chas Anselmo, Senior Manager KPMG LLP

5.4.1 ***Municipal Service Review Presentation*** *35 - 41*

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

Mover Councillor P. Christian

Seconder Councillor M. Scott
Resolved that all the items listed under date 2020 01 06 – Agenda item 6 – Consent Agenda save and except Agenda item 6.2 be approved as recommended.

6.1 **Correspondence**

6.1.1 **Municipal Conflict of Interest** 42 - 46

Correspondence between Mayor Provenzano and Integrity Commissioner

6.1.2 **Level III Withdrawal Management Facility** 47 - 47

The Hon. Christine Elliott, Deputy Premier and Minister of Health

6.2 **Municipal Service Review** 48 - 338

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that the report of the Chief Administrative Officer dated 2020 01 06 concerning Municipal Service Review be received and the KPMG reports (Service Profiles, Process Maps, Service Review Opportunities, Third Party Review Summary) be referred to staff for review and report back to Council.

6.2.1 ***Additional Motion***

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro
Resolved that the KPMG reports (Service Profiles, Process Maps, Service Review Opportunities) be referred to staff and that staff report back to Council by the first meeting in June 2020 with proposed actions for each of the Service-Focused Opportunities for Consideration listed in the Third Party Service Review Report.

6.3 Council Travel

Mover Councillor P. Christian

Seconder Councillor M. Scott
Resolved that Mayor C. Provenzano and Councillor S. Hollingsworth be authorized to travel to Toronto for three days for the Rural Ontario: Moving Forward Conference at an estimated cost to the City of $4,030.

6.4 Tender for Mausoleum Expansion – Phase XV

339 - 342

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing dated 2020 01 06 be received and that the tender for Mausoleum Expansion – Phase XV be awarded to Gough Masonry Ltd., at their low tendered price, meeting specifications, of $1,013,000.00;

Further that the City's Consultant (IDEA Inc.) be authorized to issue a Letter of Intent to Gough Masonry Ltd. to commence mobilization for the project.

A By-law authorizing signature of the Contract for this project will appear on a future Council Agenda.

6.5 2020 Budget Amendment

343 - 344

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

Mover Councillor P. Christian

Seconder Councillor M. Scott
Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 01 06 concerning the 2020 Operating Budget amendment be received, and that the approved levy and local board portion of the budget be amended as follows:

Algoma Public Health levy decrease $58,597

DSSAB levy decrease $301,843

resulting in a decrease to the levy and local board portion of the municipal levy from 2019 of 1.84%.

Mover Councillor P. Christian

Seconder Councillor M. Scott
Resolved that the overall municipal municipal levy (corporate and levy / local boards) for the 2020 Operating Budget be amended to reflect a decrease of $360,440 and the municipal levy be amended to $118,806,737.

6.6 Sanitary Sewer Fee Collection Costs

345 - 348

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

The relevant By-law 2020-10 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7 Record Retention 349 - 350

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

The relevant By-law 2020-15 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.8 Community War Memorial Funding Grant 351 - 353

A report of the Director of Community Services – Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Director of Community Services – Community Development and Enterprise Services dated 2020 01 06 concerning Community War Memorial Funding Grant be received and that staff be directed to submit an application regarding the rehabilitation of the Memorial Tower.

6.9 882206 Ontario Inc. (John Rhodes Pro Shop) Lease 354 - 355

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

The relevant By-law 2020-6 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10 Anti-Racism Action Program – Authorization to Apply 356 - 357

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

Mover Councillor P. Christian

Seconder Councillor M. Scott
Resolved that the report of the LIP Coordinator dated 2020 01 06 concerning application to the Government of Canada's Anti-Racism Action Program (ARAP) for the "Change Starts Here" initiative be authorized and supported by the City of Sault Ste. Marie.

6.11 Municipal Law Enforcement Officers 358 - 360

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2020-16 is listed under item 11 of the Agenda and will be read

with all by-laws under that item.

6.12 Flooding Class Environmental Assessment Consultant Selection 361 - 362

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Land Development and Environmental Engineer dated 2020 01 06 concerning the Flooding Class Environmental Assessment be received, and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.

6.13 Great Northern Road and Second Line Traffic Network – Class Environmental Assessment 363 - 364

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor P. Christian

Seconder Councillor M. Scott
Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 01 06 concerning the Great Northern Road and Second Line Traffic Network – Class Environmental Assessment consultant selection be received, and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

6.14 Leigh's Bay Road Culvert Repair – Contract 2019-14E 365 - 371

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

The relevant By-laws 2020-13 and 2020-14 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 Housekeeping – Amendments to By-law 2018-55 (Delegate Signing – City Solicitor) 372 - 373

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

The relevant By-law 2020-2 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Sale of 540 Albert Street East – Assignment Agreement and Parking Lot Lease 374 - 375

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

The relevant By-laws 2020-11 and 2020-12 are listed under item 11 of the Agenda

and will be read with all by-laws under that item.

6.17 Property Declared Surplus – Water Lot Abutting 5 McPhail 376 - 378

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

The relevant By-law 2020-7 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-19-19-Z.OP 22 MacDonald Avenue (Ruscio, Martella) 379 - 495

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that the report of the Senior Planner dated 2020 01 06 concerning Rezoning Application A-19-19-Z.OP be received and that Council approve the application in the following manner:

1. That Council approve Official Plan Amendment 226 by way of a notwithstanding clause to Policy HO.6 to permit the residential development to proceed without providing any affordable units.
2. That Council rezone the subject property from Parks and Recreation Zone (PR) to High Density Residential Zone (R5), subject to the following special exception:
   a. That the proposed apartment building not exceed 8 storeys.
   b. That the total number of residential units on-site not exceed 65.
   c. That Council deem the property subject to Site Plan Control, pursuant to Section 41 of the *Planning Act;*

Further that the Legal Department be requested to prepare the necessary by-laws to

effect this same.

7.7.1.1 *Correspondence* *496 - 514*

7.8 Boards and Committees

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

8.1 Local Health Care Services

Mover Councillor R. Niro

Seconder Councillor M. Bruni
Whereas public health care consistently ranks as the top priority in public opinion polls; and

Whereas public health provides vital health promotion and prevention services based on the unique demographic and economic, social, and cultural needs of our communities, and

Whereas there is no evidence to support the proposed closure of 25 out of 35 local Public Health Units, the closure of 12 of 22 local ambulance dispatch centres, and the closure of 49 out of 59 local ambulance services; and

Whereas there is a deep consensus among virtually all stakeholders that increasing acuity in our long-term care homes requires additional staff and resources, not cancellation of the two special funds and real dollar cuts to per diem funding of our long-term care homes; and

Whereas our local hospitals have been downsized for an entire generation and cannot meet population needs while sustaining real dollar cuts to hospital global budgets.

Now Therefore Be It Resolved that the City of Sault Ste. Marie Council calls upon the Ontario government to halt the closures of, mergers of, and cuts to our local health care services including Public Health Units, land ambulance services, hospitals and long-term care homes until the Provincial Government consults with local municipalities and health care providers to establish local needs and other potential cost saving initiatives to achieve the goals of superior health care services at an affordable cost.

8.1.1 *Withdrawn at request of mover and seconder*

8.2 Elimination of Plastic Bags

Mover Councillor C. Gardi

Seconder Councillor D. Hilsinger
Whereas plastic bags don’t biodegrade, they photodegrade – breaking down into smaller and smaller toxic bits; and

Whereas these toxic bits of plastic particles end up contaminating soil, and enter the food web when animals accidentally ingest them; and

Whereas plastics including plastic bags are causing catastrophic effects on the world's oceans, including contributing to hundreds of thousands of marine animal deaths per year; and

Whereas according to the Rochester Institute of Technology more than 22 million pounds of plastic pollution ends up in the Great Lakes every year; and

Whereas 80% of litter in the Great Lakes region is plastic, pollution that threatens the ecosystem of the lakes and the source of drinking water depended upon by 40 million people including the residents of Sault Ste. Marie; and

Whereas the Canadian Government plans to ban harmful single-use plastics including plastic shopping bags as early as 2021 in an effort to reduce the 3 million tons of plastic waste tossed out by Canadians every year; and

Whereas the City of Sault Ste. Marie should do what it can to discourage or eliminate the use of plastic bags; and

Now Therefore Be It Resolved that City staff is directed to consider and report back on a process by which Council can, within its legal authority, discourage and or eliminate the use of plastic bags within the community including a plan for the municipality to reduce and eliminate its own use of plastic bags and single use plastics;

Be It Further Resolved that City staff consult with community stakeholders specifically including the commercial operations throughout our community that are heavily dependent on the use of plastic bags to receive their comment, feedback and input.

8.3 Notice of Motion

Mover Mayor C. Provenzano

Seconder _____

Whereas our community plan, FutureSSM, recognizes that Sault College and Algoma University (our post-secondary institutions) are an integral part of our community's future and specifically identifies growing our post-secondary institutions as a community goal; and

Whereas our post-secondary institutions are critical to youth retention, labour force development, economic development and, therefore, community development; and

Whereas the City should recognize, encourage and support the efforts being made by our post-secondary institutions to meet community goals, keep our youth at home, develop our labour force and improve our community;

Now therefore in recognition of the foregoing and to support their efforts, City Council will earmark and set aside 20% of the Economic Development Fund for the remainder of this Council term (therefore, $100,000.00 in each of 2020, 2021 and 2022) to support projects at our post-secondary institutions that are consistent with and further the goals of our community plan and encourages both Sault College and

Algoma University to work with Deputy CAO Community Development and Enterprise Services and the FutureSSM team to develop projects or plans, either individually or in conjunction with each other, to apply for and access the earmarked funding.

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 P. Christian

Seconder Councillor C. Gardi
Resolved that all By-laws under item 11 of the Agenda under date 2020 01 06 save and except By-laws 2020-3, 2020-4 and 2020-5 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 2020-1 (Traffic) 515 - 515

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 6th day of January, 2020.

11.1.2 By-law 2020-2 (Amend By-law 2018-55 Delegation to City Solicitor) 516 - 516

A report from the City Solicitor is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-2 being a by-law to amend By-law 2018-55 being a by-law to authorize the City Solicitor, in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete acquisitions and transfers of property, including Teraview (electronic documentation) once the transaction has been authorized by City Council by Council Report and/or By-law be passed in open Council this 6th day of January, 2020.

11.1.3 By-law 2020-3 (Official Plan Amendment) 35 Cedar Street 517 - 519

Council report was passed by Council resolution on December 2, 2019.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-3 being a by-law to adopt Amendment No. 225 to the Official Plan for the City of Sault Ste. Marie (35 Cedar Street, 2135166 Ontario Inc.

c/o Stan Elliott) be passed in open Council this 6th day of January, 2020.

11.1.4 By-law 2020-4 (Zoning) 35 Cedar Street 520 - 522

Council report was passed by Council resolution on December 2, 2019.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-4 being a by-law to amend Zoning By-laws 2005-150 and 2005-151 concerning lands located at 35 Cedar Street (2135166 Ontario Inc. c/o Stan Elliott) be passed in open Council this 6th day of January, 2020.

11.1.5 By-law 2020-5 (Development Control) 35 Cedar Street 523 - 524

Council report was passed by Council resolution on December 2, 2019.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-5 being a by-law to designate the lands located at 35 Cedar Street an area of site plan control be passed in open Council this 6th day of January, 2020.

11.1.6 By-law 2020-6 (Agreement) 882206 Ontario Inc. (Frank Spina) John Rhodes Pro Shop 525 - 537

A report from the Director of Community Services is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-6 being a by-law to authorize the execution of the Agreement between the City and 882206 Ontario Inc. (Frank Spina) to extend the existing lease agreement for another five (5) years be passed in open Council this 6th day of January, 2020.

11.1.7 By-law 2020-7 (Property) City Owned Property Surplus Abutting 5 McPhail Avenue 538 - 539

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-7 being a by-law to declare City owned property legally described as Part PIN 31539-0119 (LT) PCL 153 SEC AWS; PT WATER LT IN FRONT OF LT 11 CON 1 ST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 6th day of January, 2020.

11.1.8 By-law 2020-8 (Taxes) Interim Tax Levies 540 - 542

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-8 being a by-law to provide for Interim Tax Levies be passed in open Council this 6th day of January, 2020.

11.1.9 By-law 2020-9 (Traffic) Amend Schedule "F" and Schedule "J" 543 - 543

Council report was passed by Council resolution on December 2, 2019.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-9 being a by-law to amend Schedule "F" and Schedule "J" of Traffic By-law 77-200 be passed in open Council this 6th day of January, 2020.

11.1.10 By-law 2020-10 (Sewers) Sanitary Sewer Surcharge Fee 544 - 544

A report from the Chief Financial Officer and Treasurer is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-10 being a by-law to reduce the sanitary sewer surcharge collection fee paid to the Sault Ste. Marie Public Utilities Commission be passed in open Council this 6th day of January, 2020.

11.1.11 By-law 2020-11 (Agreement) Sault Ste. Marie Housing Corporation 540 Albert Street East 545 - 551

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-11 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Housing Corporation regarding the Fourth Lease Extension and Amending Agreement dated July 16, 2019 and relevant background agreements between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minster of Government and Consumer Services for their occupation and lease of a portion of 540 Albert Street East be passed in open Council this 6th day of January, 2020.

11.1.12 By-law 2020-12 (Agreement) Parking Lot Lease 139 Brock Street 552 - 558

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-12 being a by-law to authorize the execution of the Parking Lot Lease between the City and the Sault Ste. Marie Housing Corporation for

the City Property comprising 139 Brock Street be passed in open Council this 6th day of January, 2020.

11.1.13 **By-law 2020-13 (Agreement) Leigh's Bay Road Culvert Repair (Contract 2019-14E)** 559 - 561

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-13 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group for an emergency repair of an existing culvert that crosses Second Line West at Leigh's Bay Road which includes support and protection of the 900mm diameter watermain, which is the main supply to the City's water distribution system (Contract 2019-14E) be passed in open Council this 6th day of January, 2020.

11.1.14 **By-law 2020-14 (Temporary Street Closing) Second Line at Leigh's Bay Road** 562 - 562

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-14 being a by-law to permit the temporary closing of Second Line West at Leigh's Bay Road for a period of one week for an emergency repair of an existing culvert be passed in open Council this 6th day of January, 2020.

11.1.15 **By-law 2020-15 (Record Retention)** 563 - 588

A report from the City Clerk is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-15 being a by-law to establish retention periods for records of the City of Sault Ste. Marie; to delegate authority for the retention and disposition of records to the City Clerk; and, to repeal By-law 90-90 and By-law 2012-12 be passed in open Council this 6th day of January, 2020.

11.1.16 **By-law 2020-16 (Parking) Appoint By-law Enforcement Officers** 589 - 590

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-16 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 6th day of January, 2020.

11.1.17 By-law 2020-17 (Agreement) Twin Pad Expansion Northern Community Centre 591 - 612

Council Report was passed by Council resolution on November 4, 2019.

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that By-law 2020-17 being a by-law to authorize the execution of the Agreement between the City and IDEA Inc. Integrated Design Engineering and Architecture for the provision of architectural and engineering services associated with the planning, design, tendering and contract administration of the Twin Pad Expansion to be located at the Northern Community Centre be passed in open Council this 6th day of January, 2020.

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 S. Hollingsworth

Seconder Councillor M. Scott
Resolved that this Council proceed into closed session to discuss:

- two matters being potential acquisition/disposition of land; and
- a matter subject to solicitor-client privilege

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 matters without the need for a further authorizing resolution.

Municipal Act sections 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; and (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

14. Adjournment

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, December 2, 2019
4:30 pm
Council Chambers
Civic Centre

Present: Acting Mayor M. Shoemaker, Councillor P. Christian, Councillor L. Dufour, Councillor D. Hilsinger, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent: Mayor C. Provenzano, Councillor S. Hollingsworth, Councillor L. Vezeau-Allen

Officials: M. White, M. Zuppa, L. Girardi, T. Vair, K. Fields, P. Johnson, S. Schell, P. Niro, D. McConnell, D. Elliott, F. Coccimiglio, M. Borowicz-Sibenik, B. Lamming, T. Vecchio, T. Anderson

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1. Adoption of Minutes

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the Minutes of the Regular Council Meeting and the Budget Meeting of 2019 11 18 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Acting Mayor M. Shoemaker – Huron Hub Trail Spoke – Machine Shop Property – Easement Agreement

Applicant is a client of law firm.

3.2 Acting Mayor M. Shoemaker – By-law 2019-245 (Agreement) 1188004 Ontario Inc. (Tony Porco) Funding for Hub Trial

Agreement is with client of law firm.

3.3 Acting Mayor M. Shoemaker – A-20-19-Z.OP 35 Cedar Street (2135166 Ontario Inc. c/o Stan Elliott)

Applicant is a client of law firm.

3.4 Councillor M. Bruni – Sale of the Portion of Property Abutting 1 McGregor Avenue

Purchasers are son and daughter-in-law.

3.5 Councillor M. Bruni – By-law 2019-234 (Property Sale) Sale Abutting 1 McGregor Avenue

Purchasers are son and daughter-in-law.

4. Approve Agenda as Presented

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the Agenda for 2019 12 02 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Community Christmas For Children

Marisa Jarrell, Planning Committee was in attendance.

5.2 World AIDS Day, HIV Awareness Week, Aboriginal AIDS Awareness Week

Shana Shipperbottom and Aja Fera, Group Health Centre were in attendance.

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2019 12 02 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda item 6.15 and 6.20.

Carried

6.1 Tender for Façade Upgrades – RESC Storage Building

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

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

6.2 Tender for CCTV Inspection Equipment and Vehicle

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2019 12 02 be received and that the tender for the supply and delivery of CCTV Inspection Equipment and Vehicle as required by Engineering Services be awarded to Ratech Electronics Ltd. at their total tendered price of $259,192.92 plus HST after the trade-in allowance is applied and that the allocation of $9,628 from sanitary sewer revenue and $4,127 from the Engineering Equipment Reserve to fund this equipment and vehicle be approved.

Carried

6.3 RFP – Parking By-law Enforcement – Municipal Parking Lots and Meters

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2019 12 02 be received and that the proposal submitted by Commissionaires Ottawa to provide Parking By-law Enforcement for Municipal Parking Lots and Meters, as required by the Transit and Parking Division of Community Development and Enterprise Services be approved for a period of one (1) year commencing January 1, 2020.

Carried

6.4 Payment of Property Taxes by Credit Card

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 12 02 regarding payment of property taxes by credit card be received as information.

Carried

6.5 2020 Borrowing By-laws

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

The relevant By-laws 2019-235 and 2019-236 are listed under item 11 of the Minutes.

6.6 Christmas Lighting Award Program Policy Updates

The report of the Corporate Communications Officer was received by Council.

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Corporate Communications Officer dated 2019 12 02 be received and that Council approve the updated Christmas Lighting Award Program Policy as outlined in Appendix B.

Carried

6.7 Wayfinding Master Plan

The report of the Project Manager, FutureSSM was received by Council.

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Project Manager, FutureSSM dated 2019 12 02 concerning implementation of wayfinding strategy be received as information.

Carried

6.8 Sault Gymnastics Club Lease

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

The relevant By-law 2019-233 is listed under item 11 of the Minutes.

6.9 Revenue Generated from Advertising

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Director of Community Services dated 2019 12 02 concerning Revenue Generated from Advertising be approved.

Carried

6.10 Designated Heritage Property Tax Rebates

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated 2019 12 02 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that designated heritage property tax rebates for the 2018 tax year be paid to the qualified owners of designated heritage properties enrolled in the program be approved.

Carried

6.11 Biggings Avenue Conversion to One-Way Traffic Flow

The report of the Manager of Design and Transportation Engineering was received by Council.

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 12 02 concerning Biggings Avenue Conversion to One-Way Traffic Flow be received and that the conversion of Biggings Avenue to one-way southbound from Wellington Street East to Queen Street East be approved.

An amendment to the Traffic By-law will be brought to Council at a future meeting.

Carried

6.12 Investing in Canada Infrastructure Program Candidate Project

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2019 12 02 be received and that MacDonald Avenue drainage improvements be designated as the candidate project for the Investing in Canada Infrastructure Program.

Carried

6.13 Land Ambulance Maintenance Agreement

The report of the Fire Chief was received by Council.

The relevant By-law 2019-242 is listed under item 11 of the Minutes.

6.14 Tiered Medical Response Agreement

The report of the Fire Chief was received by Council.

The relevant By-law 2019-241 is listed under item 11 of the Minutes.

6.16 Third Amending Agreement – The Federal Bridge Corporation Limited

The report of the Assistant City Solicitor was received by Council.

The relevant By-law 2019-232 is listed under item 11 of the Minutes.

6.17 Acquisition of Part 864 Fifth Line East

The report of the City Solicitor was received by Council.

The relevant By-law 2019-243 is listed under item 11 of the Minutes.

6.18 Deeming By-law – 25 Donna Drive & 468 Second Line West (Steve Ficociello/1890714 Ontario Inc.)

The report of the City Solicitor was received by Council.

The relevant By-law 2019-238 is listed under item 11 of the Minutes.

6.19 Housekeeping – Amend Payday Loan By-law 2019-164

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

The relevant By-law 2019-239 is listed under item 11 of the Minutes.

6.15 Sale of the Portion of Property Abutting 1 McGregor Avenue

Councillor M. Bruni declared a conflict on this item. (Purchasers are son and daughter-in-law.)

The report of the Assistant City Solicitor was received by Council.

The relevant By-law 2019-234 is listed under item 11 of the Minutes.

6.20 Huron Hub Trail Spoke – Machine Shop Property – Easement Agreement

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

The report of the Director of Planning and Enterprise Services was received by Council.

The relevant By-law 2019-245 is listed under item 11 of the Minutes.

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 Revised Economic Development and Tourism Model

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

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2019 12 02 be received and that Council approve a new model for tourism and economic development.

Further that Council authorize staff to create a new, tourism non-share capital corporation and solicit applications for Board members which will be returned to Council for approval.

Further that staff work with the Sault Ste. Marie Economic Development Corporation Board to support the transition to its new mandate and solicit applications for vacant seats on the Board of Directors which will be returned to Council for approval.

Further that Council approve the migration of economic development and tourism staff to the City within Community Development and Enterprise Services.

Majority	**For**	**Against**	**Absent**
Mayor C. Provenzano			X
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

7.3.2 Municipal Transient Accommodation Tax

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

The relevant By-law 2019-244 is listed under item 11 of the Minutes.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-20-19-Z.OP 35 Cedar Street (2135166 Ontario Inc. c/o Stan Elliott)

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

The report of the Planner was received by Council.

The applicant, Stan Elliott, was in attendance.

Acting Mayor P. Christian assumed the Chair due to Acting Mayor M. Shoemaker's pecuniary interest.

Moved by: Councillor D. Hilsinger
Seconded by: Councillor M. Scott

Resolved that the Report of the Planner dated 2019 12 02 concerning Official Plan and Zoning amendment application A-20-19-Z.OP be received and that City Council approve the application as follows:

1. Approve Official Plan Amendment No. 225 to re-designate the subject property (35 Cedar Street) from Industrial to Commercial.
2. Rezone the subject property from Medium Industrial Zone (M2) to Traditional Commercial Zone (C1.S), with the following special exceptions:
    i. Reduce the north east lot-line setback (fronting Cedar Street) from 5 metres to 2.9 metres for the eastern most building (building 1).
    ii. Exclude "nursing and residential care facilities", "residential dwellings", and "rooming houses" as permitted uses on the subject property.
3. Designate the subject property as an area of site plan control pursuant to section 41 of the *Planning Act*.

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

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**7**	**0**	3

Carried

7.8 Boards and Committees

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

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that all By-laws under item 11 of the Agenda under date 2019 12 02 save and except By-law 2019-234 and By-law 2019-245 be approved.

Carried

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

11.1.1 By-law 2019-232 (Agreement) Federal Bridge

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-232 being a by-law to authorize the execution of the Third Amending Agreement between the City and The Federal Bridge Corporation Limited to amend the Licence Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018 and as amended by the Second Amending Agreement dated May 6, 2019 to extend the expiry date of this Licence Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited be passed in open Council this 2nd day of December, 2019.

Carried

11.1.2 By-law 2019-233 (Agreement) Sault Ste. Marie Gymnastic Club

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-233 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Gymnastic Club to lease 10,724.321 square feet for the gymnasium facilities including adjoining washroom and change rooms at the John Rhodes Centre for the term commencing January 1, 2020 to December 31, 2024 be passed in open Council this 2nd day of December, 2019.

Carried

11.1.4 By-law 2019-235 (Financing) Borrowing Current Expenditures

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-235 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2020 be passed in open Council this 2nd day of December, 2019.

Carried

11.1.5 By-law 2019-236 (Financing) Borrowing Capital Expenditures

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-236 being a by-law to authorize the borrowing of $15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and $6,200,00 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in open Council this 2nd day of December, 2019.

Carried

11.1.6 By-law 2019-238 (Subdivision Control) Deeming for 25 Donna Drive & 468 Second Line West

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-238 being a by-law to deem not registered for purposes of subdivision control certain lots in the Pleasant Acres Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 2nd day of December, 2019.

Carried

11.1.7 By-law 2019-239 (Regulations) Amend Payday Loan By-law 2019-164

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-239 being a by-law to amend Schedule "A" to payday Loan By-law 2019-164 being a by-law to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie be passed in open Council this 2nd day of December, 2019.

Carried

11.1.8 By-law 2019-240 (Agreement) Façade Upgrades RESC Storage Building

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-240 being a by-law to authorize the execution of the Agreement between the City and Jobst Brothers Construction for Facade Upgrades for the RESC Storage Building at 65 Old Garden River Road be passed in open Council this 2nd day of December, 2019.

Carried

11.1.9 By-law 2019-241 (Agreement) Fire Services Tiered Response

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-241 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for tiered medical responses and allows Fire Services to provide emergency response to specific calls for assistance to Emergency Medical Services (EMS) be passed in open Council this 2nd day of December, 2019.

Carried

11.1.10 By-law 2019-242 (Agreement) Fire Services Land Ambulance

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-242 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles be passed in open Council this 2nd day of December, 2019.

Carried

11.1.11 By-law 2019-243 (Property Acquisition) Portion of 864 Fifth Line East (Schamp)

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-243 being a by-law to authorize the acquisition of a portion of property located at civic 864 Fifth Line East (Schamp) be passed in open Council this 2nd day of December, 2019.

Carried

11.1.12 By-law 2019-244 (Agreement) Municipal Transient Accommodation Tax (MAT)

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-244 being a by-law to authorize the execution of a Memorandum of Understanding between the City and the Sault Ste. Marie Economic Development Corporation to authorize the distribution of funds from the 2020 Municipal Transient Accommodation Tax (MAT) until such time as the new TourismSSM non-profit is incorporated be passed in open Council this 2nd day of December, 2019.

Carried

11.1.14 By-law 2019-246 (Agreement) Downtown Civic Plaza

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-246 being a by-law to authorize the execution of the Agreement between the City and Brook McIlroy Inc. for the multidisciplinary design services associated with the planning, design, tendering and contract administration of the Downtown Civic Plaza be passed in open Council this 2nd day of December, 2019.

Carried

11.1.3 By-law 2019-234 (Property Sale) Sale Abutting 1 McGregor Avenue

Councillor M. Bruni declared a conflict on this item. (Purchasers are son and daughter-in-law.)

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-234 being a by-law to authorize the sale of surplus property, legally described as Part PIN 31539-0019 (LT) to Meeka Tomasic and Michael Bruni be passed in open Council this 2nd day of December, 2019.

Carried

11.1.13 By-law 2019-245 (Agreement) 1188004 Ontario Inc. (Tony Porco) Funding for Hub Trial

Acting Mayor M. Shoemaker declared a conflict on this item. (Agreement is with client of law firm.)

Acting Mayor P. Christian assumed the Chair due to Acting Mayor M. Shoemaker's pecuniary interest.

Moved by: Councillor D. Hilsinger
Seconded by: Councillor M. Scott

Resolved that By-law 2019-245 being a by-law to authorize the execution of the Funding Agreement between the City and 1188004 Ontario Inc. (Tony Porco) to establish the Huron Spoke trail on The Machine Shop property be passed in open Council this 2nd day of December, 2019.

Majority	**For**	**Against**	**Absent**
Mayor C. Provenzano			X
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		

Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**7**	**0**	3

Carried

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

Acting Mayor M. Shoemaker resumed the Chair.

11.2.1 By-law 2019-237 (Local Improvement) Sixth Avenue From Devon Road to Wallace Terrace

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2019-237 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Sixth Avenue from Devon Road to Wallace Terrace under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a FIRST and SECOND time in open Council this 2nd day of December, 2019.

Carried

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

11.3.1 By-law 2018-166 Lane Closing

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that By-law 2018-166 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Sault Ste. Marie Park Subdivision, PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1, 5 1R6799; SAULT STE. MARIE be read the THIRD time in open Council this 2nd day of December, 2019.

Carried

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

13. Closed Session

Acting Mayor P. Christian was in the Chair.

Moved by: Councillor D. Hilsinger
Seconded by: Councillor M. Scott

Resolved that this Council proceed into closed session to discuss two proposed issues concerning acquisitions / disposition of land and a matter subject to solicitor / client privilege;

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 matters without the need for a further authorizing resolution.

Municipal Act sections 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board and 239 (2)(f) advice that is subject to solicitor / client privilege including communications necessary for that purpose

Carried

14. Adjournment

Acting Mayor M. Shoemaker resumed the Chair.

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

Carried

_____

Acting Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

Budget Meeting of City Council

Minutes

Monday, December 9, 2019
4:30 pm
Council Chambers
Civic Centre

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, P. Johnson, S. Schell, P. Niro, M. Zuppa, D. McConnell, D. Elliott, S. Hamilton Beach, M. Borowicz-Sibenik, B. Lamming, J. Bruzas, P. Milosevich, S. Cole, D. Crozier, L. McMillan, M. Borowicz-Sibenik, J. King, N. Grisdale, V. McLeod, C. Rumiel, M. McAuley, M. Blanchard, M. Pinder, P. White, K. Izadorckyk, T. Reid, C. Taddo, T. Vecchio, F. Coccimiglio

---

1. Approve Agenda as Presented

Moved by: Councillor D. Hilsinger
Seconded by: Councillor S. Hollingsworth

That the Agenda for 2019 12 09 Budget Meeting as presented be approved.

Carried

2. Declaration of Pecuniary Interest

3. Ontario Regulation 284/09

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

Moved by: Councillor M. Shoemaker
Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 12 09 concerning Ontario Regulation 284/09 be approved for the budget year 2020.

Carried

4. 2020 Budget

Reports of the Commissioner of Finance and Treasurer and the Manager of Finance and Budgets were received.

Moved by: Councillor M. Shoemaker
Seconded by: Councillor P. Christian

That City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2020 Budget Deliberations.

Carried

4.1 Corporate Services

4.2 Community Development and Enterprise Services

4.3 Public Works and Engineering Services

4.4 Legal Department

4.5 Fire Services

4.6 Capital Budget Deliberations

4.7 Operating Budget Deliberations

4.8 Correspondence (PUC)

Correspondence from J. Boniferro, Chair, PUC Inc. and PUC Services Inc. regarding special dividend and correspondence from Mayor Provenzano in reply was received for the information of Council.

5. Rise and Report

Moved by: Councillor M. Shoemaker
Seconded by: Councillor P. Christian

That the Committee of the Whole Council now rise and report on the matter referred to to it by City Council – 2020 Budget Deliberations.

Carried

Moved by: Councillor D. Hilsinger
Seconded by: Councillor P. Christian

Resolved that the 2020 Operating Budget be approved with the following adjustments:

Parking enforcement contractual increase $15,000

Sale of Ontario Works Building increase of $128,513

Payment in lieu revenue increase of ($116,644)

Revenue increase from new fire user fees of ($1,525)

Gym Club adjustment increase of $7,608

Capital from current increase $200,000

Third party parking by-law enforcement outside downtown core $25,000

Skating trail and block party programs $6,473

Security at Northern Community Centre $5,000

Youth/teen programming at Northern Community Centre $48,330

Funding to support arts, culture and heritage $50,600

Public Works apprenticeship position $79,318

Traffic engineering advisory services $30,000

Officer training (Fire Services) $4,000

Emergency vehicle training (Fire Services) $1,000

Sault Ste. Marie Queen Street Cruise $2,200 (in-kind)

Physician Recruitment and Retention Program $50,000

resulting in an increase in the corporate portion of the municipal levy from 2019 in the amount of 1.47%.

Majority	**For**	**Against**	**Abstain**	**Absent**
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			

Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**10**	**1**	**0**	**0**

Carried

Moved by: Councillor M. Shoemaker
Seconded by: Councillor P. Christian

Resolved that the 2020 Capital Budget and financing sources be approved with the following changes:

Remove – traffic cameras on Bay Street $126,500

Further that Council directs staff to utilize internal debt to fund the total adjusted unfunded capital amount of $2,174,900 as follows:

- increase capital from current by $200,000 to service internal debt in 2020
- apply the additional PUC dividend of $400,000 declared in 2019 to the 2020 internal debt
- fund the remaining balance of 2020 internal debt servicing through the levy, after the 2019 surplus allocation, equally each year from 2021 through 2024.

Majority	**For**	**Against**	**Abstain**	**Absent**
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**11**	**0**	**0**	**0**

Carried

Moved by: Councillor D. Hilsinger
Seconded by: Councillor S. Hollingsworth

Resolved that the 2020 levies and local boards be approved with the following amendments:

Sault Ste. Marie Region Conservation Authority decrease of $58,000

Algoma Public Health levy increase $193,438

resulting in an increase to the levy and local board portion of the municipal levy from 2019 of 2.16%.

Majority	**For**	**Against**	**Abstain**	**Absent**
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**11**	**0**	**0**	**0**

Carried

Moved by: Councillor M. Shoemaker
Seconded by: Councillor P. Christian

Resolved that the overall 2020 municipal levy (corporate and levy and local boards) of $119,167,177 be approved.

Majority	**For**	**Against**	**Abstain**	**Absent**
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**11**	**0**	**0**	**0**

Carried

6. Adjournment

Moved by: Councillor D. Hilsinger
Seconded by: Councillor S. Hollingsworth

That this Council shall now adjourn.

Carried

_____

Mayor

_____

City Clerk

KPMG

City of Sault Ste. Marie

Third Party Service Review

Presentation to City Council

January 6, 2020



Presentation Agenda

- Introduction
- Objectives of the Review
- Key Findings
- Potential Courses of Action

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Objectives of the Review

- Properly describe the City's operating structure and service levels
- Review operating effectiveness and efficiency of administrative processes
- Identify potential opportunities for cost reductions

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Scope of Work

1. Development of municipal service profiles
2. Comparative analysis
3. Process mapping of administrative processes
4. Assessment of potential opportunities for efficiencies and cost reductions

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Key Findings

- The majority of the City's services are either mandatory or essential in nature, leaving the City with limited discretion with respect to outright service reductions

- The majority of the City's services are delivered at a standard service level, although exceptions do exist

- In comparison to the selected municipalities, the City's financial indicators are generally favourable

- A number of factors constrain the effectiveness and efficiency of the City's administrative processes

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Potential Courses of Action

- Operating efficiencies
- Service level adjustments
- Alternative service delivery
- Revenue generation

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The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

OFFICE OF THE MAYOR

CORPORATION OF THE
CITY OF SAULT STE. MARIE

December 11, 2019

Antoinette Blunt
Integrity Commissioner - Sault Ste. Marie City Council
155 Ironside Drive
Prince Township, ON
P6A 6K4

Dear Antoinette:

I am writing to you in your capacity as the Integrity Commissioner for the Sault Ste. Marie's City Council.

Specifically, I am requesting your assessment on when or if in my role as Head of Council I would be in a conflict of interest, as that term is defined by the governing legislation (*Municipal Conflict of Interest Act*, R.S.O. 1990 c. M.50), the City Council's code of conduct or any other relevant or applicable law or code, when a current or former client of my law firm is before Council if my law firm is **not** retained for or involved in work related to the matter before Council.

Specifically, there were two occasions I declared conflicts on matters before Council where it was not clear to me that I was actually in a conflict position as that would be prescribed by the governing legislation or the applicable code. In that respect, while I am sensitive to and respectful of the perception of a conflict, it is important to me that in my role as Head of Council that I participate in the decisions before Council unless I am actually conflicted and prevented from doing so.

For the purpose of your opinion, I offer two examples wherein I declared a conflict and did not participate in the ultimate decision made by Council.

The first was the matter of the animal control by-law and a specific resolution moved by two City Councillors to ban zoos within the City of Sault Ste. Marie city limits. The effect of the ban would have been to shut down the operation known locally as Spruce Haven. The proprietors of Spruce Haven had sought legal advice from me in my capacity as a lawyer in 2013, prior to my election as Mayor. I did not ultimately act for the proprietors but I did have some preliminary discussions with them about the legal issue. The proprietors retained legal assistance to deal with the matter when it was before Council and it was suggested to me by their legal representation that, due to my brief history with the proprietors, they perceived me to be in a conflict. I declared a conflict on that basis and I did not participate in the ultimate decision.

The second matter is the matter of a high density residential development that came before Council because the developers required Council's approval for an official plan amendment. My law firm did not act for the developers on the development and was not involved in the development or retained for the development in any capacity. One of the principals of the development company was historically a client of a lawyer employed by my law firm but always on unrelated matters. Additionally, there was some objection to the development and one of the objectors was also, on unrelated matters, a client of my law firm. I declared a conflict on that basis and I did not participate in the ultimate decision.

I have reflected on both these decisions since, reviewed the governing legislation and our Code of Conduct. While it may appear in both situations that I have a conflict, it does not seem to me or at the least it is not clear to me, that I am actually conflicted (in either matter) as that is defined by the relevant law and code.

I would appreciate your opinion in this specific respect in order that I may ensure, on a going forward basis, that I do not recuse myself from any decisions before Council unless it is lawfully necessary that I do so. My role as Mayor is important to me and I feel responsible to make the decisions I was elected to make provided I do so within the legal and ethical framework. Your assistance in this regard is appreciated.

If you have any questions or would like to discuss the contents of this request, please feel free to contact me at your convenience.

Sincerely,



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

CC City Council
Malcolm White, Chief Administrative Officer
Rachel Tyczinski, City Clerk

IRONSIDE
Consulting Services Inc.

By Email only

30 December 2019

Christian C. Provenzano, B.A., L.L.B., L.L. M
Mayor, Corporation of the City of Sault Ste. Marie
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

Dear Mayor Provenzano:

I am writing in response to your letter of December 11, 2019, in which you requested my assessment on when or if in your role as Head of Council, you would be in a conflict of interest, as that term is defined by the governing legislation *(Municipal Conflict of Interest Act, R.S.O. 1990 c. M. 50)*, the city Council's code of conduct or any other relevant or applicable law or code, when a current or former client of your law firm is before Council if your law firm is not retained for or involved in work related to the matter before Council. My response and advice are being provided in my capacity as the Integrity Commissioner for the Corporation of the City of Sault Ste. Marie.

You have also requested that I provide an opinion related to the two specific matters noted in your letter where you declared a conflict of interest, indicating that upon further reflection you are unsure as to whether or not you were actually in a conflict of interest as defined by the relevant law and code.

First, I will confirm for you and Council my role with respect to giving such advice. The Code of Conduct for Council and local boards was approved by Council on 11 December 2017 (By-law 2017-242). This Code confirms its application to all members of Sault Ste. Marie City Council and members of Local Boards as defined in section 223.1 of the *Municipal Act, 2001*. In Appendix "A", the Complaint Protocol for Code of Conduct (Council and Local Boards), the Integrity Commissioner's role including the provision of written advice concerning the interpretation of and compliance with the Code of Conduct, is stated.

To answer your first question as to when or if in your role as Head of Council, you would be in a conflict of interest, I have reviewed the *Municipal Conflict of Interest Act.* I find that in this Act, you would be in a conflict of interest in situations where you had either a direct or indirect pecuniary interest in a matter before Council under discussion or consideration. I have referenced sections 5, 5.1, and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards. These sections are the ones stated in The *Municipal Act, 2001,* section 223.3(1) 3., as being functions of the Integrity Commissioner

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to determine appropriate application. These sections define the duty of members with respect to conflict of interest as follows:

> "When present at meeting at which matter considered:
> 5 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member,
>
> (a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
>
> (b) shall not take part in the discussion of, or vote on any question in respect of the matter; and
>
> (c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question. R.S.O. 1990, c. M.50, s. 5 (1).
>
> Where member to leave closed meeting
>
> (2) Where the meeting referred to in subsection (1) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration. R.S.O. 1990, c. M.50, s. 5 (2).
>
> Note: On March 1, 2019, the day named by proclamation of the Lieutenant Governor, section 5 of the Act is amended by adding the following subsection: (See: 2017, c. 10, Sched. 3, s. 3)
>
> Exception, consideration of penalty
>
> (2.1) The following rules apply if the matter under consideration at a meeting or a part of a meeting is to consider whether to suspend the remuneration paid to the member under subsection 223.4 (5) or (6) of the *Municipal Act, 2001* or under subsection 160 (5) or (6) of the *City of Toronto Act, 2006*:
>
> 1. Despite clauses (1) (b) and (c), the member may take part in the discussion of the matter, including making submissions to council or the local board, as the case may be, and may attempt to influence the voting on any question in respect of the matter, whether before, during or after the meeting. However, the member is not permitted to vote on any question in respect of the matter.
>
> 2. Despite subsection (2), in the case of a meeting that is not open to the public, the member may attend the meeting or part of the meeting during which the matter is under consideration. 2017, c. 10, Sched. 3, s. 3.

According to the Definitions, Section 1 of the *Municipal Conflict of Interest Act,* "interest in common with electors generally" means a pecuniary interest in common with the electors within the area of jurisdiction and, where the matter under consideration affects only part of the area of jurisdiction, means a pecuniary interest in common with the electors within that part". Furthermore, in Section 2, under Principles, it states:

> "Indirect pecuniary interest
> 2 For the purposes of this Act, a member has an indirect pecuniary interest in any matter in which the council or local board, as the case may be, is concerned, if,
>
> (a) the member or his or her nominee,
>
> (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public,
>
> (ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or
>
> (iii) is a member of a body,
>
> that has a pecuniary interest in the matter; or
>
> (b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter. R.S.O. 1990, c. M.50, s. 2."

With respect to the two specific matters noted in your letter where you declared a conflict of interest, I have considered your actions to determine if you had either a direct or indirect pecuniary interest in the matters before Council under discussion or consideration.

The first matter you referenced was with respect to the animal control by-law and a specific resolution moved by two City Councillors to ban zoos within the City of Sault Ste. Marie city limits. You state you had some preliminary discussions with the proprietors; you did not act for the proprietors and the matter occurred prior to your being elected as Mayor. I find you had neither a direct nor indirect pecuniary interest with the proprietors of Spruce Haven, according to the *Municipal Conflict of Interest Act*.

The second matter you referenced was a high-density residential development that came before Council because the developers required Council's approval for an official plan amendment. You state your firm did not act for the developers on the development and was not involved in the development or retained for the development in any capacity. You also state that one of the principals of the development company was historically a client of a lawyer employed by your law firm but always on unrelated matters. Also, that additionally, there was some objection to the development and one of the objectors was also, on unrelated matters, a client of your law firm. I find you had neither either a direct nor indirect pecuniary interest with the high-density residential development that came before Council, according to the *Municipal Conflict of Interest Act*.

To confirm, in both matters noted above, you were not required to recuse yourself from these decisions before Council. If you require further information or clarification of my response, please do not hesitate to contact me.

Regards,

Antoinette Blunt

Antoinette Blunt MPA, CHRL, CHRE, FHRPA
Integrity Commissioner, Council and local Boards
The Corporation of the City of Sault Ste. Marie

cc: City Council
Malcolm White, Chief Administrative Officer
Rachel Tyczinski, City Clerk

Ministry of Health

Office of the Deputy Premier
and Minister of Health

777 Bay Street, 5th Floor
Toronto ON M7A 1N3
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Facsimile: 416 326-1571
www.ontario.ca/health

Ministère de la Santé

Bureau du vice-premier ministre
et du ministre de la Santé

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Téléphone: 416 327-4300
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DEC 12 2019

His Worship Christian Provenzano
Mayor
City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

The Honourable Doug Ford wrote to me on your behalf regarding a withdrawal management facility for Northern Ontario. I appreciate the time you have taken to share your concerns.

Mental health and addictions issues have emerged as among the most serious health and social challenges facing families, children and youth. Our government has committed to investing $3.8 billion in new funds over 10 years to develop and implement a comprehensive and connected mental health and addictions strategy. This funding will bolster direct, front line care, help reduce wait times and improve access to mental health and addictions services.

We will continue to make addictions care a priority. I appreciate your input in this process, and I will keep your recommendations in mind as we work toward creating an Ontario where everyone is fully supported in their journey toward mental wellness.

Thank you for taking the time to share your concerns.

Sincerely,

Christine Elliott

Christine Elliott
Deputy Premier and Minister of Health

c: The Honourable Doug Ford, Premier of Ontario

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Malcolm White, CAO**
DEPARTMENT:	**Chief Administrative Officer**
RE:	**Municipal Service Review**

PURPOSE

The purpose of this report is to provide Council with an update regarding the municipal service review conducted by KPMG LLP.

BACKGROUND

On 2019 01 28 Council approved a proposal submitted by KPMG LLP to utilize the Municipal Reference Model to develop a municipal service profile.

On 2019 05 21 the Province announced that it would be providing a $7.35 million Audit and Accountability Fund to large urban municipalities and district school boards interested in conducting reviews to identify potential savings while maintaining front-line services.

At its meeting of 2019 06 17 Council directed that an expression of interest to access the Audit and Accountability Fund be submitted to the Province. Council subsequently approved the submission of KPMG LLP on 2019 08 12 (subject to securing sufficient funding through the Audit and Accountability Fund.

ANALYSIS

The objectives of the Municipal Reference Model project were to provide a level of service inventory to better understand the services provided by the City, assist in making decisions with respect to service delivery levels and to provide a foundation for future initiatives including, but not limited to, a service delivery review.

The purpose of the third party service review, consistent with the program requirements of the AAF, was to:

- Properly describe and evaluate the City's operating structure and service levels
- Critique the City's operating effectiveness and efficiencies for its administrative processes; and
- Present potential changes that will result in:
    - The maintenance of adequate service levels;

- Increased effectiveness and efficiency within the City's processes resulting in potential cost reductions; and
- The modernization of municipal service delivery.

In addition to the changes noted above, additional opportunities were identified that examine the following:

- New non-taxation revenue sources; and
- Other matters contributing to the City's long-term financial sustainability.

The reports covering the Municipal Reference Model work and Third Party Review are attached. Representatives of KPMG are in attendance tonight to present their findings and answer any questions of Council.

FINANCIAL IMPLICATIONS
There is no financial impact associated with this report. Further reports following a review by staff of the KPMG reports will identify specific financial implications.

STRATEGIC PLAN / POLICY IMPACT
The Municipal Service Review links to the corporate value of fiscal responsibility value articulated in the corporate Strategic Plan, as well as to all focus areas.

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

Resolved that the report of the Chief Administrative Officer dated 2020 01 06 concerning Municipal Service Review be received and the KPMG reports (Service Profiles, Process Maps, Service Review Opportunities, Third Party Review Summary) be referred to staff for review and report back to Council.

Respectfully submitted,



Malcolm White
Chief Administrative Officer
705.759.5348
m.white@cityssm.on.ca

KPMG

City of Sault Ste Marie

Third Party Service Review

Draft Summary Report

(Version 2)

December 12, 2019



Executive Summary

KPMG LLP ("KPMG") has been retained by the City of Sault Ste. Marie (the "City") to undertake a review of all of the City's municipal services. As outlined in the terms of reference for our engagement, the overall goal of the service review is to better understand the relevance, effectiveness and efficiency of programs and services offered by the City (the "City") and to identify opportunities consistent with the objectives of the Province of Ontario's Audit and Accountability Fund (the "AAF').

A. Background to the Review

In January 2019, KPMG was retained by the City to assist the Corporation with the development of municipal service profiles based on the Municipal Reference Model (the "MRM"). The objectives of the project was to provide a level of service inventory to better understand the services provided by the City, assist in making decisions with respect to service delivery levels and to provide a foundation for future initiatives, including but not limited to a service delivery review.

Upon the announcement of the AAF and subsequent to the City's successful application, KPMG shifted its focus from municipal service profile development to a third party service review.

The purpose of the third party service review, consistent with the program requirements of the AAF, was to:

- Properly describe and evaluate the City's operating structure and service levels;
- Critique the City's operating effectiveness and efficiencies for its administrative processes; and
- Present potential changes that will result in:
  - i. The maintenance of adequate service levels;
  - ii. Increased effectiveness and efficiency within the City's processes resulting in potential cost reductions; and
  - iii. The modernization of municipal service delivery.

In addition to the changes noted above, additional opportunities were identified that examine the following:

- i. New non-taxation revenue sources; and
- ii. Other matters contributing to the City's long-term financial sustainability.

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Executive Summary

B. Key Themes

During the course of our review, a number of common themes emerged with respect to the City, its services and processes.

- From an overall perspective, the majority of the City's municipal services are either mandatory in nature (i.e. required by legislation) or essential. The City does not have any discretionary services which therefore, limits Council's ability to reduce the overall municipal levy.

- The majority of the City's current service levels do not appear to exceed minimum/standard service level requirements. City service levels that appear to exceed minimum/standard service level requirements exist in municipal garbage collection (services provided to non-residential customers), winter maintenance activities, the City's approach to planning, and municipal parking operations; there are instances of services that appear to be delivered below minimum/standard service levels (information technology).

- Generally, the City's financial indicators compare favorably to the selected municipalities included in our comparative analysis. Where the City's financial indicators indicate a higher cost or levy requirement, these are typically related to areas with discretionary spending or service levels that are higher than standard.

- While there are a number of positive aspects of the City's municipal service delivery, our review has identified a number of issues that constrain operating efficiencies and increase the amount of time required by staff to complete processes:

    - The City does not appear to fully utilize technology in the delivery of its services, resulting in an inconsistent approach to processes and the use of so-called manual workarounds that increase the time required to complete processes;

    - The City's processes appear to be heavily reliant on paper, as opposed to electronic formats, with associated inefficiencies (and costs) in terms of the movement and storage of documents; and

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Executive Summary

C. Service-Focused Opportunities for Consideration

Our report outlines the potential opportunities for the consideration of the City and they generally fall into one of four categories:

- Operating efficiencies, with the anticipated benefit of (i) enhanced decision making and service delivery, (Ii) potential capacity gains, and/or (iii) potential cost savings while maintaining current service levels;
- Service level adjustments, representing either (i) the discontinuance of the City's involvement in a non-core service; or (ii) a reduction in the level of service provided;
- Alternate service delivery, which involves changing the City's delivery model for a service (e.g. exploration of using a blend of own resources versus third party providers); and
- Revenue generation. These opportunities seek to reduce the municipal levy by identifying alternate means of funding municipal services through user fees and other cost recovery methods.

D. Acknowledgement

We would like to take the opportunity to acknowledge the assistance and cooperation provided by staff of the City that participated in the development of the service profiles and the service review. We appreciate that reviews such as this require a substantial contribution of time and effort on the part of City employees and we would be remiss if we did not express our appreciation for the cooperation afforded to us.

As the scope of our review is intended to focus on areas for potential efficiency improvements and/or cost reductions, we have not provided commentary on the numerous positive aspects of the City's operations identified during the course of our review.

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City of Sault Ste Marie

Third Party Service Review

Chapter I
Overview of the Review



Overview of the Review

A. Terms of Reference

The terms of reference for our review were established based on the City's initial consultant brief outlining the expected scope of services. KPMG's proposal to the City dated July 15, 2019 and KPMG's contract with the City dated August 15, 2019. As outlined in the terms of reference, our review involved three key work elements:

1. A review of the City's services and service levels intended to assess:
   - What does the service entail and what is the public policy objective that it seeks to address?
   - What is the rationale for the City's delivery of the service?
   - How does the City's service level compare to a standard benchmark, determined by legislation or service levels established by comparator municipalities?
   - Who are the direct and indirect customers for the service?
   - What are the outputs of the service, both in terms of types and activity?
2. A comparison of financial indicators to similar sized municipalities as follows:

Municipality	Population	Households
Sault Ste. Marie	**73,368**	**34,485**
Greater Sudbury	161,531	75,029
North Bay	51,553	24,799
Peterborough	81,032	36,785
Thunder Bay	107,909	50,388
Timmins	41,788	19,317

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Overview of the Review

3. The development of process maps that provide, in flowchart form, an overview of (i) the individual worksteps performed by City personnel in the delivery of the services selected for review; (ii) the sequential ordering of the worksteps; and (iii) decision points included in the process. In addition, the process mapping process identified areas for potential improvement, including:

P — Process inefficiencies, which may include duplication of efforts, manual vs. automated processes and the performance of work with nominal value

S — Client service limitations, representing aspects of the City's operations that may adversely impact on customer satisfaction

F — Financial risk, representing areas where the City's system of internal controls in insufficient to prevent the risk of financial loss

L — Litigation risk, consisting of potential areas where the City's processes may expose it to risk, including areas where existing measures to mitigate risk are considered insufficient

Overall, a total of 25 process maps were developed during the course of our review.

- Corporate Services – 20 process maps
- Public Works – 5 process maps

In addition, the City provided KPMG with 10 previously prepared process maps for the following services:

- Planning Services – 5 process maps
- Human Resources – 3 process maps
- Building and Bylaw Enforcement Services – 2 process maps

As these process maps are operational in nature, we have provided them under separate cover to the City.

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Overview of the Review

B. Structure of the Report

In addition to this introductory chapter, our report also includes:

- An overview of the City, including the services provided;
- A summary of key themes identified through our review; and
- Potential courses of action and a suggested implementation framework for consideration by the City.

C. Restrictions

This report is based on information and documentation that was made available to KPMG at the date of this report. We had access to information up to November 12, 2019 in order to arrive at our observations but, should additional documentation or other information become available which impacts upon the observations reached in our report, we will reserve the right, if we consider it necessary, to amend our report accordingly. This report and the observations and recommendations expressed herein are valid only in the context of the whole report. Selected observations and recommendations should not be examined outside of the context of the report in its entirety.

Our review was limited to, and our recommendations are based on, the procedures conducted. The scope of our engagement was, by design, limited and therefore the observations and recommendations should be in the context of the procedures performed. In this capacity, we are not acting as external auditors and, accordingly, our work does not constitute an audit, examination, attestation, or specified procedures engagement in the nature of that conducted by external auditors on financial statements or other information and does not result in the expression of an opinion.

Pursuant to the terms of our engagement, it is understood and agreed that all decisions in connection with the implementation of advice and opportunities as provided by KPMG during the course of this engagement shall be the responsibility of, and made by, the City of Sault Ste. Marie. Accordingly, KPMG will assume no responsibility for any losses or expenses incurred by any party as a result of the reliance on our report.

Comments in this report are not intended, nor should they be interpreted, to be legal advice or opinion.

This report includes or makes reference to future oriented financial information. Readers are cautioned that since these financial projections are based on assumptions regarding future events, actual results will vary from the information presented even if the hypotheses occur, and the variations may be material.

KPMG has no present or contemplated interest in the City of Sault Ste. Marie nor are we an insider or associate of the City or its management team. Our fees for this engagement are not contingent upon our findings or any other event. While KPMG does provide auditing and other professional services to the City , the service review was conducted by KPMG partners and employees that are not involved in the provision of these services. Accordingly, we believe we are independent of the City of Sault Ste. Marie and are acting objectively.

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City of Sault Ste Marie

Third Party Service Review

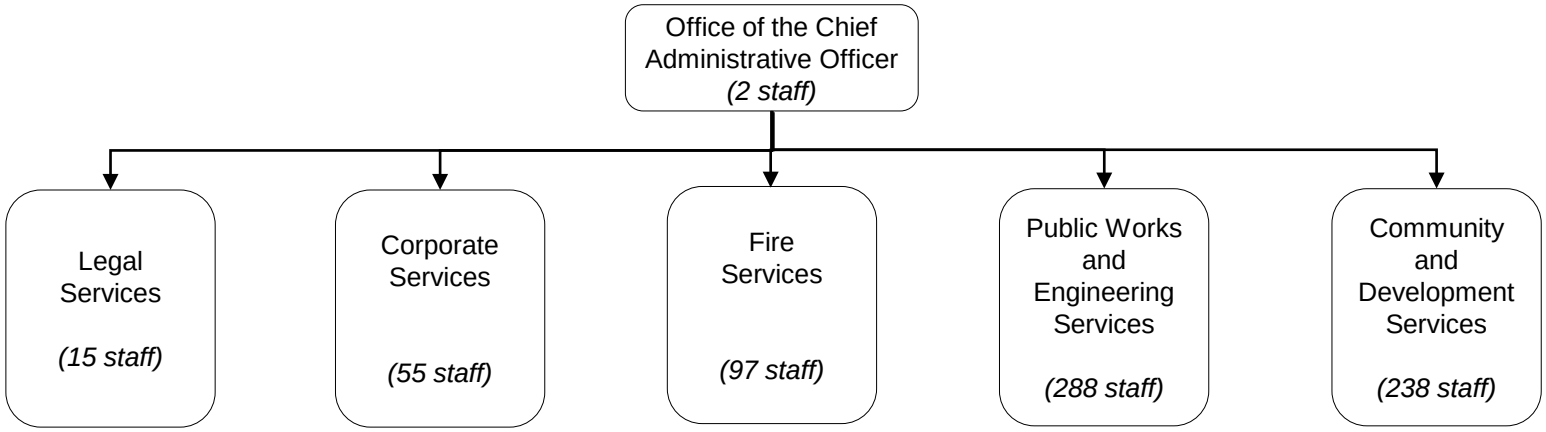
Chapter II
Overview of the City



Overview of the City

A. Organizational Structure and Staffing

From an organizational perspective, the City is organized into six programs with five programs directly reporting to the Office of the Chief Administrative Officer. Overall, the City's services are provided by 696 full-time equivalents with $96 million of budgeted operating expenditures.



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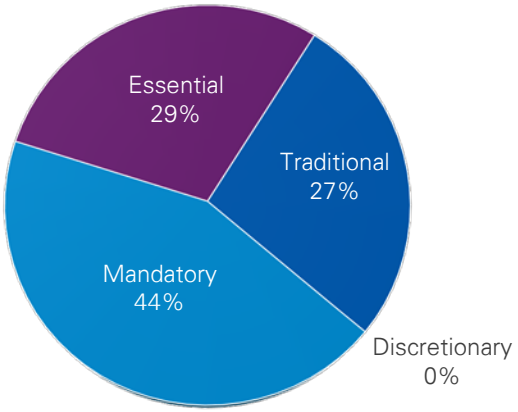
Overview of the City

B. Services

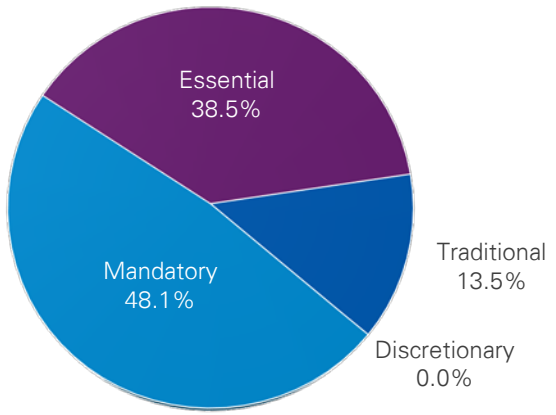
For the purposes of our review, we have classified the City's services into one of four categories based on the rationale for the City's delivery of the service.

- **Mandatory services** are those services that are required to be delivered by regulation or legislation.
- **Essential services** are those services that, while not mandatory, are required to be delivered in order to ensure public health and safety and/or the effective functioning the City from a corporate perspective.
- **Traditional services** are those services that are not mandatory or essential but which are typically delivered by municipalities of comparable size and complexity and for which a public expectation exists that the service will be provided.
- **Discretionary services** are those services that are delivered at the direction of the City without a formal requirement or expectation, including services that may not be delivered by other municipalities of comparable size and complexity.

City Services by Category



City Services by Category – Operating Costs

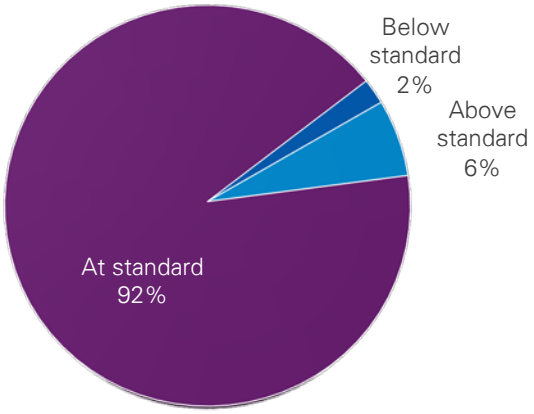


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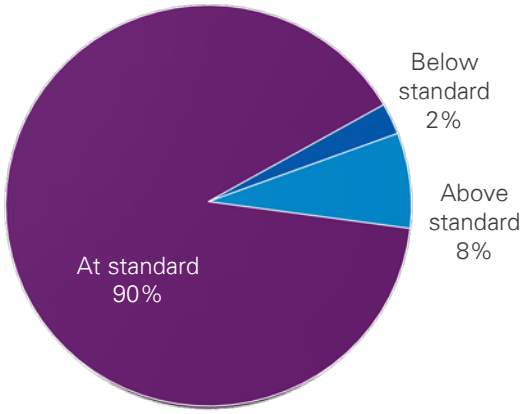
Overview of the City

A representation of the service based on the City's service level (at, above or below standard) and the basis for the City's delivery of the service (mandatory, essential, traditional, other discretionary). Service level standards reflect legislated service level standards or, where no legislated standard exists, service level standards enacted by municipalities of comparable size and complexity.

City Services by Service Level



City Services by Service Level – Operating Costs



.

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Overview of the City

C. Financial Overview

.The following chart is a breakdown of the operating revenues and expenditures of the City's departments based on the 2019 budget. Consistent with the municipal sector, the City's largest operational spend exists within its Public Works and Engineering department which accounts for approximately 42% of the entire operating budget. The City's Community Development and Enterprise Services and Fire Services are the next two largest departments from an operational spend perspective, approximately 25% and 21% respectively. With respect to overall costs, the City's single largest expenditure is in relation to the provision of wages and benefits to City employees which comprises 45% of the operating budget.

Department	Governance	Office of CAO	Corporate Services	Legal Services	Fire Services	Public Works and Engineering	Community Development and Enterprise Services
Operating Revenue	-	$268,248	$312,342	$2,261,698	$7,667,155	$2,630,424	$11,640,260
Operating Expenditures (exc. Capital expenses and transfers to own funds)							
Wages and Benefits	$509,784	$594,902	$6,118,957	$1,330,408	$19,765,980	$21,834,430	$16,848,747
Materials and Supplies	$63,503	$40,027	$95,569	$75,837	$568,425	$10,548,828	$3,983,002
Contracted Services	$3,100	$390	$1,003,348	$302,000	$28,334	$7,015,823	$1,267,769
Maintenance and Repairs	$35,675	$4,630	$659,823	$4,000	$231,375	$2,725,133	$2,098,816
Other	$88,500	$10,715	$117,270	$1,586,096	$222,698	$174,755	$944,300
Total	$700,652	$650,664	$7,994,967	$3,298,341	$20,816,812	$42,298,969	$25,142,634

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Overview of the City

D. Comparative Analysis

We have included a summary of financial indicators for the City as well as selected comparator municipalities, chosen on the basis of having a similar level of population served as the City.

Service	Indicator	Sault Ste. Marie	Comparator Municipalities	
			Low	High
Office of the CAO	Operating cost per household	$11.11	$7.50	$24.50
Clerks Services*	Operating cost per household	$31.10	$13.29	$42.76
Legal Services*	Operating cost per household	$28.13	$20.20	$97.86
Financial Services	Operating cost per household	$62.27	$65.70	$175.97
Human Resources	Operating cost per household	$39.16	$30.97	$62.66
Information Technology	Operating cost per household	$67.85	$74.99	$116.56
Roads*	Operating costs per lane kilometre	$17,678	$7,002	$14,934
Solid Waste – Collection and disposal	Operating cost per household	$93.14	$80.11	$182.49
Solid Waste – Waste diversion	Operating cost per household	$45.88	$42.86	$131.35
Wastewater Treatment	Operating costs per household	$221.31	$185.01	$403.69
Engineering and Design Services*	Operating cost per household	$63.95	$60.52	$94.34
Planning Services	Net levy per household	$28.55	$15.36	$82.91
	Operating costs funded through non-taxation revenue	10.8%	8.0%	43.8%
Building Permit and Inspection Services	Net levy per household	$0.00	$0.92	$16.56
	Operating costs funded through non-taxation revenue	100%	73%	97%

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Overview of the City

Service	Indicator	Sault Ste. Marie	Comparator Municipalities	
			Low	High
Bylaw Enforcement	Operating cost per household	$7.81	$15.28	$28.98
Fire Services*	Net levy per household	$391.85	$314.84	$574.69
Conventional Transit	Operating cost per hour	$106.71	$91.77	$119.63
	Operating cost per trip	$5.65	$3.19	$5.58
	Operating costs funded through non-taxation revenue	26.5%	34.7%	46.9%
Specialized Transit	Operating cost per hour	$68.25	$59.51	$87.11
	Operating cost per trip	$27.92	$25.81	$39.51
	Operating costs funded through non-taxation revenue	6.0%	5.9%	14.9%
Parks and Cemeteries*	Operating costs per household	$97.31	$21.16	$187.00
Recreation and Culture Services*	Net levy per household	$268.78	$210.52	$512.66
	Operating costs funded through non-taxation revenue	46%	18%	63%

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City of Sault Ste Marie

Third Party Service Review

Chapter III
Key Themes



Key Themes

During the course of our work, KPMG undertook a review of the City's services and processes, the intention of which was to identify areas for potential improvement from the perspectives of operating efficiencies, internal controls, customer service enhancements and risk management. Based on our review of the City's services and associated processes, we noted a number common themes that reflected same or similar findings that were identified in multiple instances, either within the same process or across different processes, and which include the following.

1. **From an overall perspective, the majority of the City's municipal services are either mandatory in nature (i.e. required by legislation) or essential. The City does not have any discretionary services which therefore, limits Council's ability to reduce the overall municipal levy.**

   In the development of the City's municipal service profiles using the MRM methodology, all of the City's services were categorized into one of four categories defined in a previous chapter of the summary report. Based on the application of the methodology, 73% of the City's services fall into the categories of mandatory and essential. Further to this, the balance of the City's services (27%) were defined as traditional whereas the services provided by the City are consistent with similarly sized municipalities.

   While the absence of discretionary services may limit Council's ability to reduce the overall municipal levy (e.g. outright service elimination), the City still has the potential to reduce costs and increase upon its effectiveness and efficiency in service delivery based on the opportunities identified later within the report.

2. **The majority of the City's current service levels do not appear to exceed minimum/standard service level requirements. City service levels that appear to exceed minimum/standard service level requirements exist in municipal garbage collection (services provided to non-residential customers), winter maintenance activities, the City's approach to planning, and municipal parking operations.**

   Closely linked to the previous point noted above, the City's services were subjected to a second categorization as part of the service profile development. City services were analyzed to determine whether or not each service was being delivered below, at or above standard. Based on the service profiles developed, the majority of the City's services do not appear to exceed or fall short of minimum or standard service levels – 94% of the City's services are considered to be at standard and 6% of the services were considered to be above standard based on KPMG's analysis of those services.

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Key Themes

2. **The majority of the City's current service levels do not appear to exceed minimum/standard service level requirements. City service levels that appear to exceed minimum/standard service level requirements exist in municipal garbage collection (services provided to non-residential customers), winter maintenance activities, the City's approach to planning, and municipal parking operations.**

   The services that were considered to be above minimum/standard service level requirements were as follows:

   Winter maintenance - While the City's maintenance standard for roads will exceed those adopted by certain other municipalities and the Province, the higher standard reflects the required level of service given the City's climatic conditions, particularly with respect to winter roads maintenance.

   Planning activities - The City undertakes planning activities (development, long-range, land use) which exceeds Provincial requirements as well as other municipalities. However, the City's approach to planning including turnaround times that exceed the timelines set within the Planning Act are the result of Council direction to ensure that the City promotes itself as being viewed as in support of development opportunities. Additionally, proposed timeline changes as part of Bill 108 (the More Homes, More Choices Act) may not present any challenges to the City's planning function given its current approach

   Solid waste management services – The City currently collects non-residential and multi-family units (5 units or more) solid waste. A common practice with respect to non-residential and multi-residential solid waste is municipalities will not collect this type of waste and those users are required to arrange for third party service providers to collect on their behalf.

   Municipal parking – The City provides for two hours of free parking within their municipal parking lots. This practice is considered to be above standard in comparison to the municipal comparator group where there is no such provision.

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3. **Generally, the City's financial indicators compare favorably to the selected municipalities included in our comparative analysis. Where the City's financial indicators indicate a higher cost or levy requirement, these are typically related to areas with discretionary spending or service levels that are higher than standard.**

   For the purposes of the review, 26 municipal financial indicators were developed with the City's services being compared against five similarly sized municipalities in Ontario. Based on the results of the comparative analysis, the majority of the City's financial indicators fall within the range of the municipal comparator group. Two financial indicators (operating costs per household for financial services and information technology services) were lower than the comparator group. The City had four financial indicators that exceeded the range within the comparator group:

   - The City's operating cost per lane kilometre for the maintenance of municipal roads was the highest within the comparator group which is consistent with the level of service provided which also exceeds that of the comparator group;
   - The City's conventional transit's operating cost per trip was the highest within the group; and
   - The last two financial indicators that were the highest in comparison to the comparators were in relation to the net levy cost per household for building inspection services and the level of cost recovery achieved by the City through building permit fees. Operating building permits and inspections at full cost recovery is permitted under the Building Code Act and is considered to be a municipal best practice.

   Please note that municipal comparisons do not provide for absolute results with respect to service delivery for the purposes of the review. The comparative analysis provides the ability to compare financial performance and determine where they may be opportunities to adjust service levels to the common standard which may increase operating costs if the City is the low cost service provider and there is evidence of services/operations not currently being delivered and/or decrease operating costs if a service is brought in line with the comparator group.

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4. **While there are a number of positive aspects of the City's municipal service delivery, our review has identified a number of issues that constrain operating efficiencies and the ability to provide a high level of customer service and increase the amount of time required by staff to complete processes:**

   - **The City's processes appear to be heavily reliant on paper, as opposed to electronic formats, with associated inefficiencies (and costs) in terms of the movement and storage of documents;**

     Despite the utilization of computer systems for most services delivered by the City, its processes continue to be primarily paper-based, including contract documents, records retention and communications. The process maps have identified instances where the City continues to hard copy files as opposed to digital files maintained on a central server, which reduces operating efficiencies by requiring the physical movement of files, as well as time required to locate files and the information contained therein. In addition, the continued use of hard copies also increases operating costs associated with printing, storage equipment and the cost of renting areas for storage as a result of a recent disposition of a municipally owned building which housed municipal files. Similarly, the use of paper for communications (e.g. distribution of hard copy reports) increases both printing costs and the risk of loss of information while at the same time diverting staff resources from other activities.

   - **The City's processes appear to be limited in supporting a high level of customer service.**

     One outcome of process improvement activities is examining the process through the lens of the intended end user/customer. In many cases, processes may not have evolved to meet the current needs/expectations and/or continue to operate to meet the needs of the organization. The City has processes where the user/resident may be required to visit multiple sites in order to achieve the end result (e.g. cemetery services) and while the City has made use of some technological to support customer service (QR codes for building permit activities) that does not preclude the City from examining all customer facing processes to ensure that the view of the customer is supported versus what the organization's believes is the want of the end user.

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3. **While same or similar functions are undertaken within the Division, the Division has not adopted a one-window customer service approach, requiring client participation on multiple occasions.** A common, yet often elusive, objective for providers of human and social services is the achievement of an integrated approach to service delivery, whereby services are delivered based on client needs as opposed to a siloed approach that delivers services independently. Arguably, the traditional approach to program delivery increases the risk of both delivering the wrong level of service (too much or too little), while limiting the ability to attain economies of scale and operating efficiencies. Our review of the Division's processes have identified some instances where same or similar services are being delivered through a non-integrated approach, the most notable examples of which are income verification and Ministry reporting.

   We appreciate that while the Division's processes include same or similar functions at a high level, there can be significant differences in terms of the execution of these functions (e.g. different reporting formats to the Ministry, different bases for determination of income). Accordingly, the achievement of increased integration will likely require an investment on the part of the City in staff training and supporting technology.

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City of Sault Ste Marie

Third Party Service Review

Chapter IV
Service-Focused Opportunities for Consideration



Service-Focused Opportunities for Consideration

This section of our report outlines the potential opportunities for the consideration of the City and they generally fall into one of four categories:

- Operating efficiencies, with the anticipated benefit of (i) enhanced decision making and service delivery, (Ii) potential capacity gains, and/or (iii) potential cost savings while maintaining current service levels;
- Service level adjustments, representing either (i) the discontinuance of the City's involvement in a non-core service; or (ii) a reduction in the level of service provided;
- Alternate service delivery, which involves changing the City's delivery model for a service (e.g. exploration of using a blend of own resources versus third party providers); and
- Revenue generation. These opportunities seek to reduce the municipal levy by identifying alternate means of funding municipal services through user fees and other cost recovery methods.

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Service-Focused Opportunities for Consideration

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Alternate Service Delivery	Investigate the potential of the expanded use of third party service providers	Municipalities provide an extensive and diverse range of services to their respective residents and to potentially maximize effective and efficient service delivery, municipalities deliver those services through one of three ways: with internal resources, the use of third party service providers (contracted services) and/or a combined approach where the municipality and a third party service provider share in service delivery. Based upon those service profiles, it would appear that the City relies on its own resources for service delivery in particular in areas where a combined service delivery approach is more commonly used. The following areas are potential candidates but not exclusive to: • **Public Works Operations** –winter control and summer maintenance activities; • **Building maintenance** • **Print shop services** • **Carpentry services** • **Municipal greenhouses** • **Outdoor rinks** • **Parabus operations** • **Snow removal for transit operations**	Potential cost savings in excess of $1,000,000 annually

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Service-Focused Opportunities for Consideration

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Realign responsibilities currently within Corporate Communications to other City departments.	Currently, the City's Corporate Communications function is responsible for employee recognition and the oversight of the City's Information Manual (a collection of City policies). The City may wish to consider the following: • Shift the responsibility of City's employee recognition program from Corporate Communications to Human Resources – Municipal employee matter typically are the responsibility of a municipality's human resources function. • Shift the oversight and maintenance of the Information Manual to the Clerks function within Corporate Services given the nature of the document	Enhanced decision-making and service delivery
Operating Efficiency	Conduct a citizen's satisfaction survey to assess City's performance with respect to services and service delivery	Based on information shared during the review, the City has not conducted such a survey in recent years. The survey may assist the City in future decision making with respect to the level of service provided as well as assess the current basket of services delivered by the City and potentially identify gaps.	Enhanced decision-making and service delivery
Operating Efficiency	Ensure all communication functions are centralized to ensure all City departments are compliant with new visual branding as well as coordinating all internal communications from the department	Centralizing communications to ensure consistent messaging is delivered across the organization and brand compliance is considered to be a best/common practice and represents an operating efficiency within the corporation.	Enhanced decision-making and service delivery

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Service-Focused Opportunities for Consideration

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Explore the potential for a continuous improvement pilot project	While the City currently has a relatively small budget for quality improvement, the current use of that budget appears to be focused on corporate training opposed to continuous improvement initiatives (e.g. Lean Six Sigma expertise). Establishing continuous improvement allows the City to have access to resources who are then tasked with identifying areas of interest and assisting staff in acting upon the results with the intended goal of increasing the effectiveness and efficiency in service delivery.	Potential capacity gains and/or cost savings of $100,000 to $500,000
Operating Efficiency	Identify an approach in measuring the implementation of the City's strategic plan	At the time of the review, there did not appear to be a process in place which measured the progress of implementation in relation to the City's strategic plan. The establishment of such a process provides Council, City management and staff and the community with the ability to monitor progress and establish annual goals based on progress made.	Enhanced decision-making and service delivery
Operating Efficiency	Ensure the integration of legal services with respect to corporate wide decision making processes	Based on information shared during the consultations, the legal department is not consistently brought into the decision making processes of other departments which may expose the corporation to risk. The City may want to establish a process by which the legal department has an opportunity to provide comments prior to a decision	Enhanced decision-making and service delivery

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Service-Focused Opportunities for Consideration

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Investigate the number of committees and sub-committees of Council and the associated impact on effective decision making and use of resources.	To ensure that the City is maximizing the use of both Council and staff resources, the City may wish to review the mandate of each committee and subcommittee. The purpose of the review would be to determine whether or not their original intent is still being achieved and how it assists in effective decision making.	Enhanced decision-making and service delivery
Operating Efficiency	Explore the potential of redeveloping the City's approach to procurement	To ensure that the City's procurement policy and associated permitting spend approvals are appropriate given the size of the municipality and provides the opportunity for more effective and efficient decision making	Enhanced decision-making and service delivery
Operating Efficiency	Review the City's delegation of authority bylaw	To ensure that the City's level of delegation of authority is appropriate given the size of the municipality and provides the opportunity for more effective and efficient decision making	Enhanced decision-making and service delivery
Operating Efficiency	Undertake vendor rationalization	To ensure that the City's approach to vendors is appropriate and provides the opportunity for more effective and efficient decision making	Enhanced decision-making and service delivery
Operating Efficiency	Establish data analytics within the Finance department to optimize financial processes	Information shared during the review identified a number of low value activities which could be potentially be eliminated (low value journal entries and disbursements)	Enhanced decision-making and service delivery
Service Level Adjustment	Explore the potential of reducing the level of snow removal services provided during the winter months	Based on information shared during the review, the City appears to provide a high level of service with respect to snow removal and as such, there exists the potential of reducing the level of service potentially in line with the municipal comparator group.	Potential cost savings in excess of $1,000,000 annually

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Service-Focused Opportunities for Consideration

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Investigate the potential for energy efficiency projects	The pursuit and potential implementation of energy efficiency projects are considered to be best/common practice and have the potential of reducing the City's energy consumption and incorporate more environmentally friendly practices.	Potential cost savings of up to $100,000 annually
Operating Efficiency	Explore the potential of how municipal equipment is acquired on an annual basis (lease vs. buy options)	Investigating the potential of leasing versus buying equipment may provide the City with greater flexibility in its approach in financing both their operational and capital expenditures.	Potential cost savings of $100,000 to $500,000 annually
Operating Efficiency	Expand the use of Automatic Vehicle Locators (AVLs) on all municipal equipment and fleet.	A recognized best practice for municipal operations is the use of GPS technology that allows municipalities to maintain an electronic record of vehicle location and status. The intention of this technology is to provide a complete and readily accessible record of the City's operations.	Enhanced decision-making and service delivery
Operating Efficiency	Incorporate customer service practices for municipal cemetery operations	The current state of operations for municipal cemetery services may not be consistent with common customer service practices. Currently, there are office closures and limitations to a customers ability to pay for services including methods of payment and location for payment. The City may want to address these operational matters to potentially enhance the customer's experience.	Enhanced decision-making and service delivery
Service Level Adjustment	Explore the potential of reducing current cemetery maintenance service levels	Currently, the municipal cemetery grounds are cut on a two week schedule and there may exist the ability to reduce maintenance	Potential cost savings of up to $100,000 annually

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Service-Focused Opportunities for Consideration

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Service Level Adjustment	Discontinue the provision of crematorium services	The City currently provides crematorium services. Recently, another crematorium has begun operation and as a result, the level of activity at the municipal site has declined. The City may want to consider no longer offering the service in lieu of competition	Potential cost savings of $100,000 to $500,000 annually
Operating Efficiency	Shift toward the full implementation of cemetery software	At the time of the review, the City had yet to fully implement software for its cemetery services; based on information shared, the software is commonly used in the municipal sector but the City has yet to "go live" with the software package	Enhanced decision-making and service delivery
Operating Efficiency	Explore the potential of creating one maintenance unit tasked with all outdoor municipal maintenance	As an operating efficiency and to potentially enhance operational flexibility, the City may want to consider pooling all outdoor maintenance (parks and cemeteries) into one functional unit opposed to its current structure	Enhanced decision-making and service delivery
Service Level Adjustment	Reduce the level of maintenance service provided to municipal sportsfields	Currently, municipal sportsfields are maintained twice a week; The City may wish to explore reducing the level of maintenance to provide grass cutting less frequently for all sportsfields	Potential cost savings of up to $100,000 annually
Operating Efficiency	Consolidate various activities within the Engineering and Design department	Based on information shared in the development of service profiles, there are three activities that currently are delivered by various departments but to support more effective and efficient service delivery may be candidates to centralized within the Engineering department: • All design functions • Asset management • Responsibility for municipal signage including operational functionality of traffic signals • Source water protection	Enhanced decision-making and service delivery

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Service-Focused Opportunities for Consideration

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Shift the responsibility of accessibility from Planning to Clerks	As an operating efficiency and common practice, the City may wish to shift accessibility into the scope of the City Clerk given nature of its service delivery	Enhanced decision-making and service delivery
Operating Efficiency	Explore the potential of creating one maintenance unit tasked with all fleet maintenance	As an operating efficiency and to potentially enhance operational flexibility, the City may want to consider pooling all fleet maintenance into one functional unit opposed to its current structure	Potential cost savings of $100,000 to $500,000 annually
Operating Efficiency	Investigate the potential benefits of centralizing fuel procurement	Exploring the potential of going to market for fuel as one larger customer may provide greater economies of scale and potentially lower costs	Potential cost savings of up to $100,000 annually
Service Level Adjustment	Discontinue the practice of providing two hours of free parking in municipal lots	The City currently provides two hours of free parking at all of their municipal lots; the City may wish to follow a common practice where no free parking is provided and install pay and display units	Potential cost savings of up to $100,000 annually
Operating Efficiency	Establish a municipal succession plan	Considered to be a municipal common practice, the City may wish to commence the development of a succession plan with the intended outcome of developing staff for the future	Enhanced decision-making and service delivery
Operating Efficiency	Investigate the use of analytics to potentially enhance the organization's ability to identify, monitor and address trends that may impact on service delivery	The use of analytics will potentially assist the City in ensuring potential issues are addressed before any significant impacts occur with respect to service delivery.	Enhanced decision-making and service delivery

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Service-Focused Opportunities for Consideration

Opportunities were identified by KPMG that over the course of the review were initiated by City staff. For the purposes of the City, the opportunities are noted below:

Nature of the Opportunity	Opportunity
Service Level Adjustment	Discontinue the collection of non-residential and multi-family (5 units or more) waste
Revenue Generation	Investigate the potential of increasing user fees associated with the following services. All user fees are reviewed on a five year cycle to determine the suitability of all user fees. The following services were identified as potential areas of focus: • Legal services • Planning and development services • Solid waste management • Engineering and design • Transit
Service Level Adjustment	Rationalize the number of playgrounds consistent with the City's Master Plan

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The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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City of Sault Ste Marie Third Party Review

Municipal Services Profiles Report

Version II (Dec 5)



Introduction

KPMG LLP ("KPMG") is very pleased to provide our report on the services delivered by the City of Sault Ste. Marie, forming part of a broader service review. As outlined in the terms of reference for our engagement, the overall goal of the service review is to better understand the relevance, effectiveness and efficiency of programs and services offered by the City (the "City") and to identify opportunities consistent with the objectives of the Province of Ontario's Audit and Accountability Fund (the "AAF').

A. Structure of the Report

This document presents profiles for the services delivered by the City based on the application of the Municipal Reference Model ("MRM"). For the purposes of presenting our findings, we have structured our report as follows:

- **Chapter I** provides an introduction to the MRM and guidance on how to interpret the service profiles;
- **Chapter II** contains a consolidated analysis of the City's services at the corporate levels;
- **Chapter III** contains an analysis of selected financial indicators for the City, along with the benchmarking of comparator municipalities.
- **Chapter IV** contains an overall summary of our findings.
- **Appendices A to J** contain individual service profiles for the services delivered by the City.

B. Acknowledgement

We would like to take the opportunity to acknowledge the assistance and cooperation provided by staff of the City that participated in the service review. We appreciate that reviews such as this require a substantial contribution of time and effort on the part of City employees and we would be remiss if we did not express our appreciation for the cooperation afforded to us.

As the scope of our review is intended to focus on areas for potential improvements and/or cost reductions, we have not provided commentary on the numerous positive aspects of the City's operations identified during the course of our review.

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Introduction

C. Restrictions

This report is based on information and documentation that was made available to KPMG at the date of this report. We had access to information up to October 21, 2019 in order to arrive at our observations but, should additional documentation or other information become available which impacts upon the observations reached in our report, we will reserve the right, if we consider it necessary, to amend our report accordingly. This report and the observations and recommendations expressed herein are valid only in the context of the whole report. Selected observations and recommendations should not be examined outside of the context of the report in its entirety.

Our observations and full report are confidential and are intended for the use of the City. Our review was limited to, and our recommendations are based on, the procedures conducted. The scope of our engagement was, by design, limited and therefore the observations and recommendations should be in the context of the procedures performed. In this capacity, we are not acting as external auditors and, accordingly, our work does not constitute an audit, examination, attestation, or specified procedures engagement in the nature of that conducted by external auditors on financial statements or other information and does not result in the expression of an opinion.

Pursuant to the terms of our engagement, it is understood and agreed that all decisions in connection with the implementation of advice and opportunities as provided by KPMG during the course of this engagement shall be the responsibility of, and made by, the City of Sault Ste. Marie. Accordingly, KPMG will assume no responsibility for any losses or expenses incurred by any party as a result of the reliance on our report.

This report includes or makes reference to future oriented financial information. Readers are cautioned that since these financial projections are based on assumptions regarding future events, actual results will vary from the information presented even if the hypotheses occur, and the variations may be material.

Comments in this report are not intended, nor should they be interpreted, to be legal advice or opinion.

KPMG has no present or contemplated interest in the City of Sault Ste. Marie nor are we an insider or associate of the City of Sault Ste. Marie or its management team. Our fees for this engagement are not contingent upon our findings or any other event. While KPMG does provide auditing and other professional services to the City of Sault Ste. Marie, the service review was conducted by KPMG partners and employees that are not involved in the provision of these services. Accordingly, we believe we are independent of the City of Sault Ste. Marie and are acting objectively.

D. Confidentiality

KPMG requests that the confidentiality of this report be maintained in the event of a request under the Municipal Freedom of Information and Protection of Privacy Act to the extent permitted by the available exemptions.

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City of Sault Ste Marie Third Party Review

Chapter I - An Introduction to Service Profiles



Introduction to the Service Profiles

Initially developed in the early 1990's to support information technology strategic planning and e-projects, the MRM has evolved into a framework for describing and analyzing municipal operations and providing the understanding necessary for service reviews and other change-management initiatives. It applies a set of concepts and tools that can help municipalities define and describe their business in terms of the programs and services that they provide in a way that is most meaningful to municipal clients, residents, taxpayers and stakeholders.

- A ***Program*** is a group of Services that addresses one of the primary purposes of local government. To achieve its vision/mission, a municipality will offer a number of programs, each with its own goal. For example, a municipality might offer a public safety program with a goal of making the community a safe place to live, work, play and visit. The services associated with a program provide the outputs to help to achieve this goal. In this case, the municipality might have a fire rescue service where firefighters reduce the loss of lives and property due to fires and other life threatening incidents.
- A ***Service*** delivers an output (product) that meets the needs of a client or target group. Municipal services are broken down into external and internal services. External services deliver value to named customers, such as issuing business licenses or providing registration for municipal recreation classes. Internal services deliver value to employees who deliver public services. For example, a fleet management service maintains City vehicles and equipment, while a payroll service compensates municipal employees.
- A ***Sub-service*** exists where a Service can be categorized as having different outputs, clients or both.

The purpose of the service profiles is to present information on each of the City's services, allowing the reader to understand:

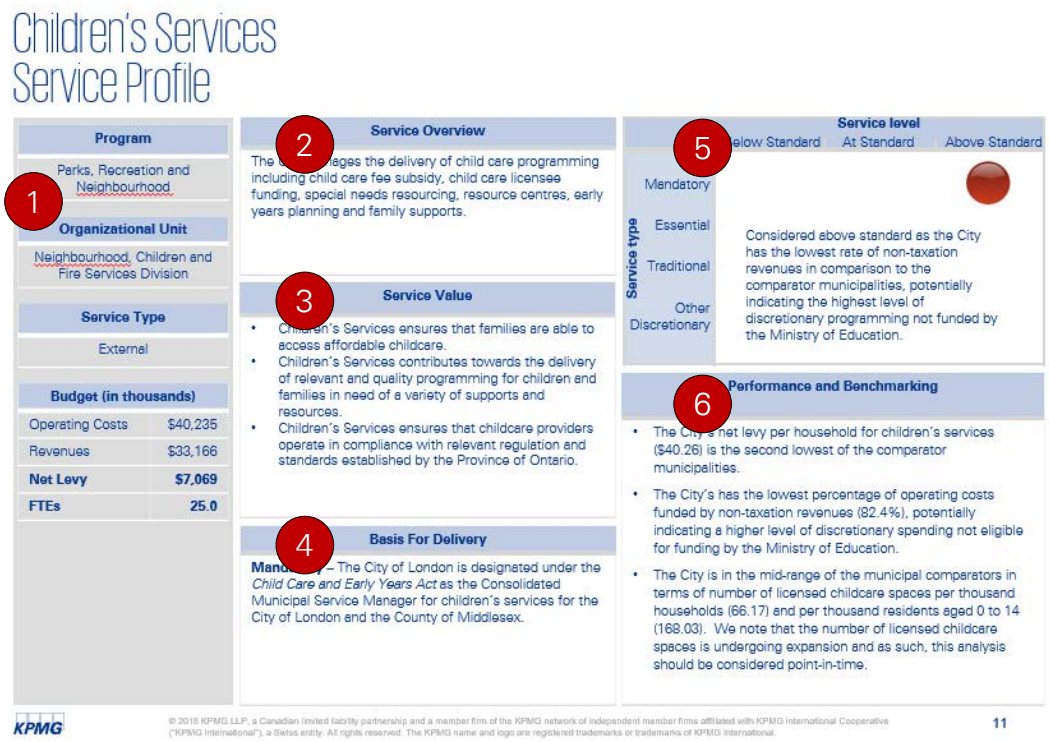
- What does the service entail?
- What is the value provided by the service?
- What is the rationale for the City's delivery of the service?
- How does the City's service level compare to a standard benchmark, determined by legislation or service levels established by comparator municipalities?
- How does the City compare to other municipalities?
- Who are the direct and indirect customers for the service?
- What are the outputs of the service?
- What are the sub-services that are delivered as part of the overall service?

An overview of the service profile format is provided on the following pages.

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Introduction to the Service Profiles



1. Information concerning the organizational hierarchy, service type (external vs. internal), 2018 budget information and full-time equivalent employees ("FTE's").
2. Information concerning the nature of the service provided, including the type of programming offered by the City.
3. Information concerning the way in which the service addresses the client's needs, including the public policy issues addressed by the service.
4. The rationale for the City's involvement in the service, based on the following categories:
   - **Mandatory** – Services that are required to be delivered by regulation or legislation
   - **Essential** – Services that, while not mandatory, are required to be delivered in order to ensure public health and safety and/or the effective functioning the City as a corporate body
   - **Traditional** – Non-mandatory, non-essential services that are typically delivered by municipalities of comparable size and complexity and for which a public expectation exists that the service will be provided
   - **Other Discretionary** – Services that are delivered at the direction of the City without a formal requirement or expectation, including services that may not be delivered by other municipalities of comparable size and complexity
5. A representation of the service based on the City's service level (at, above or below standard) and the basis for the City's delivery of the service (mandatory, essential, traditional, other discretionary). Service level standards reflect legislated service level standards or, where no legislated standard exists, service level standards enacted by municipalities of comparable size and complexity.
6. A comparison of performance indicators for the service for the City against selected municipal comparators, as well as information derived from the *2017 MBNCanada Performance Measurement Report.*

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Introduction to the Service Profiles

Children's Services Service Profile

	Profile Component	Definition	
1	Direct Client	A party that receives a service output and a service value.	• Parents that qualify for childcare subsidies • Third-party organizations that receive funding from the City for the delivery of childcare, literacy programming, family support programming and special needs resources
2	Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Children in the City of London enrolled in childcare or benefit from other resources funded by the City and delivered by third-party organizations
3	Service Output	The output of a service that fulfills a recognized client's need.	1. Childcare subsidies 2. Financial support for children and family programming 3. Licensing of childcare providers
4	Service Output Type	A classification of service outputs based on the Municipal Reference Model.	1. Funds 2. Funds 3. Periods of permission
5	Service Output Level	The quantum of service outputs provided to direct clients.	• There are approximately 13,000 licensed childcare spaces in London and Middlesex County • There are approximately 3,050 families receiving childcare subsidies each month, of which approximately 2,900 are residents of the City
6	Sub-Services	Elements of a service that have different outputs and/or clients.	1. Operational Management 2. Childcare 3. Early Child Development 4. Ending Poverty 5. Healthy Eating and Physical Activity 6. Literacy 7. Integration 8. Childcare Expansion 9. Early Learning and Childcare ("ELCC")

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1. The direct client of the service, representing the party the receives the output of the service and value from the service.
2. The indirect client of the service, representing a party that does not receive the service directly but still benefits from the service.
3. The output of the service that fulfills a recognized client need.
4. The classification of service outputs based on categories established in the MRM. An overview of these categories is provided on the following page.
5. The quantum of service outputs provided to direct clients by the City.
6. The elements of a service that have different outputs and/or clients. For the most part, sub-services are consistent with the business units identified in the City's budget.

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Service Profile Format

Category	Service Output Type	Service Type
Supply capacity to act	Funds	Acquiring and providing financial resources
	Units of resource	Providing resources such as goods, equipment or accommodations, excluding funds and human resources
	New knowledge	Conducting research
Enhancing capability to act	Care and rehabilitation encounters	Providing care and rehabilitation to people and things
	Education and training encounters	Providing education and training experiences
	Recreational and cultural encounters	Providing recreation and cultural experiences
	Movements	Moving people and things
Facilitate and influence action	Advisory encounters	Providing information and advice
	Matches, referrals and linkages	Brokering, referring, connecting, matching
	Advocacy and promotional encounters	Influencing, advocating, persuading, promoting awareness
	Periods of agreement	Creating collaborations, negotiating agreements, settling disputes
Regulating action	Periods of permission	Regulating, licensing, permitting, certifying, identifying, authorizing
	Findings	Inspecting and investigating
	Rulings and judgements	Applying rules and dispensing justice
	Penalties and periods of sanction	Enforcing compliance, meting out punishment, penalizing
	Periods of protection	Monitoring, warning, guarding, storing, eliminating threats, reducing risks
	Interventions	Intervening, responding to threats and emergencies, giving aid, restoring order
Core	Creating and changing rules	Developing laws, regulations, policies, strategies, plans, designs, standards
	Implementing changes	Changing existing organization, practices, systems

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City of Sault Ste Marie Third Party Review

Chapter II - Corporate Level Analysis



Corporate-Level Analysis

During the course of the service review, 45 service profiles were developed outlining services delivered by City departments within the scope of the service review, which account for $96 million of budgeted operating expenditures and $81 million of the budgeted 2019 municipal levy. Overall, the services outlined in the profiles employ a total of 696 full-time equivalent staff members.

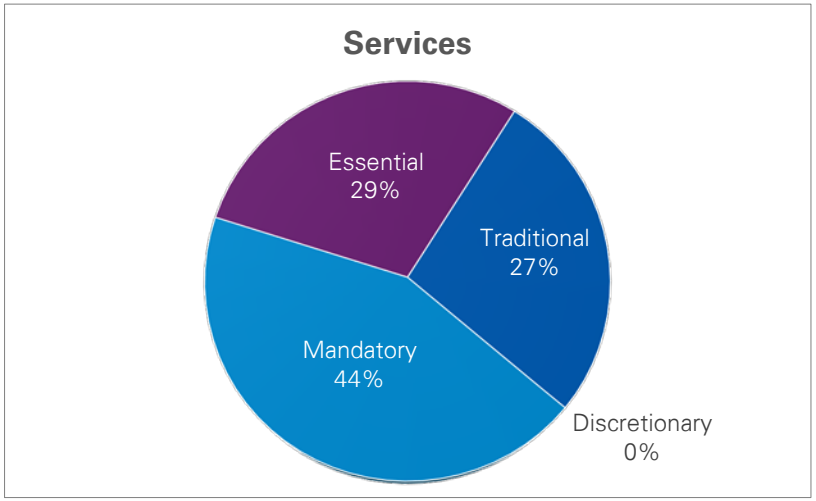
Program	Appendix Reference	Number of Services	Budgeted Operating Expenses	Budgeted Net Levy Requirement	Full-Time Equivalent Employees
Office of the Chief Administrative Officer	Appendix A	1	$383	$383	2
Corporate Services	Appendix B	7	$8,249	$7,937	55
Legal	Appendix C	3	$3,411	$1,149	15
Fire	Appendix D	4	$13,740	$13,513	97
Public Works and Engineering Services	Appendix E	16	$45,966	$42,145	288
Community and Development Services	Appendix F	14	$24,356	$16,325	238
Total		85	$96,107	$81,452	696

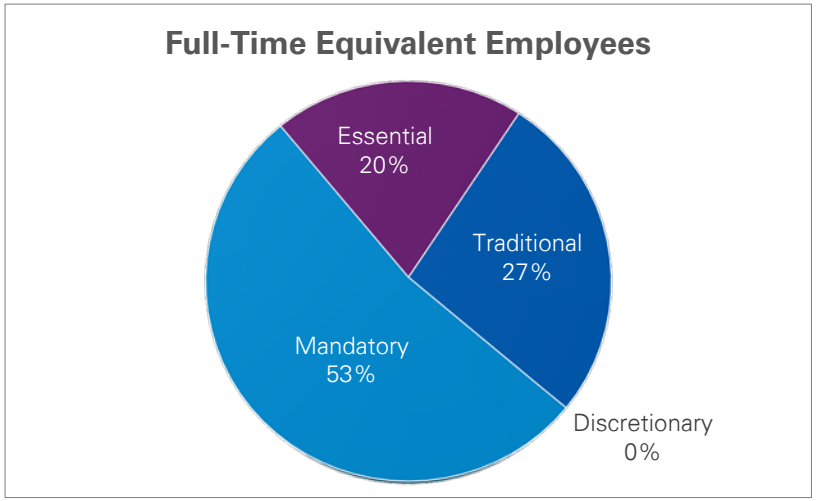
As noted on the following pages, the majority of the City's resources – financial and personnel – are invested in programs that (i) are mandatory or essential, leaving the City with limited discretion in terms of outright service eliminations (although service level reductions and operating efficiencies are still possible); and (ii) are operating at a service level that is consistent with standards established by regulation, legislation or other similar municipalities. In relation to its overall budget, there does not appear to be a significant number of programs that are purely discretionary or operated at higher than normal service levels. As a result, the majority of savings opportunities will need to be derived from operational efficiencies as opposed to service level reductions or eliminations, which requires a relatively high degree of analysis, system transformation and risk.

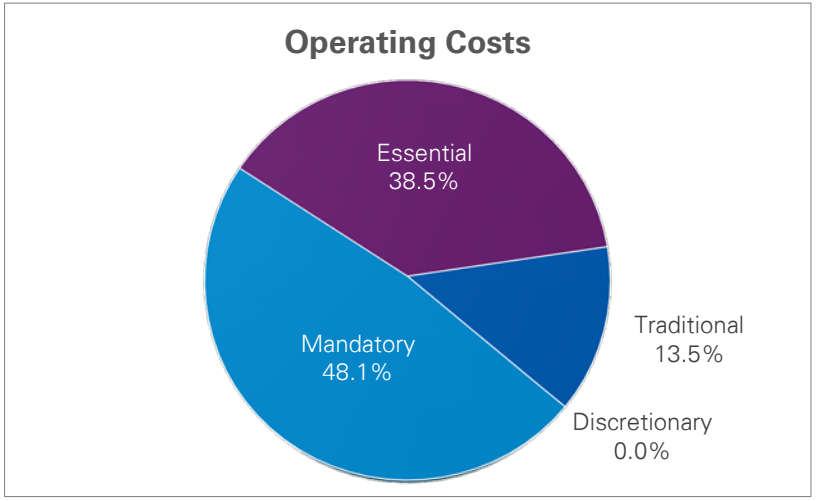
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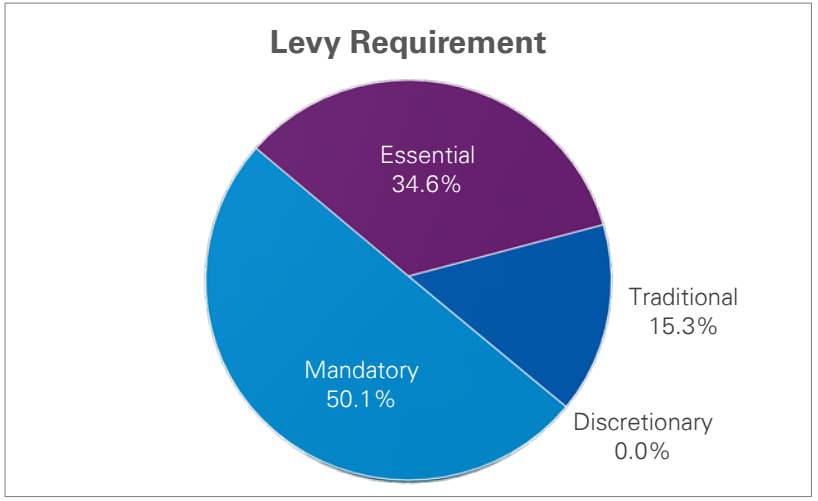
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Corporate-Level Analysis





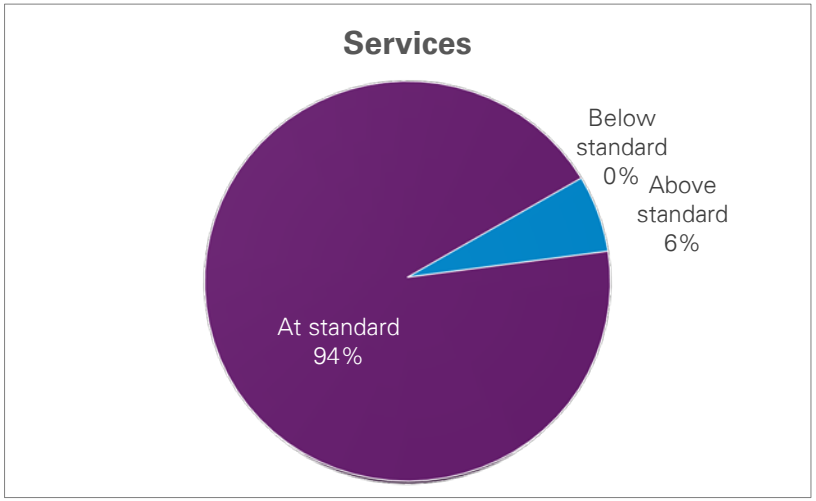


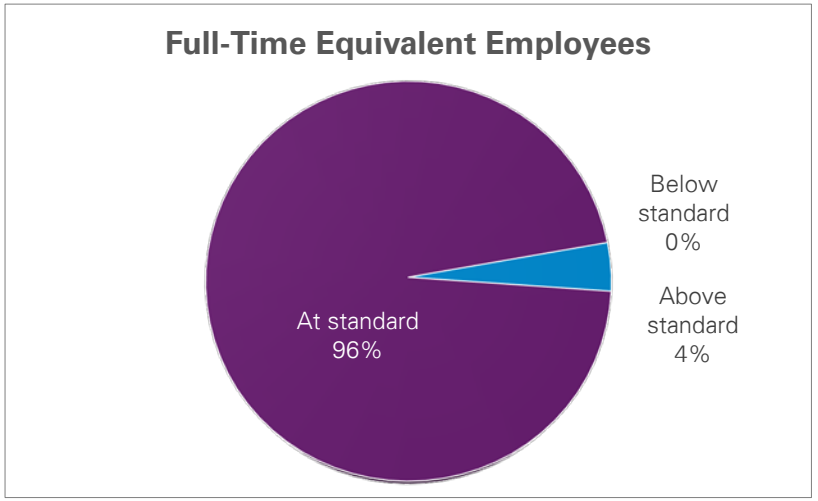


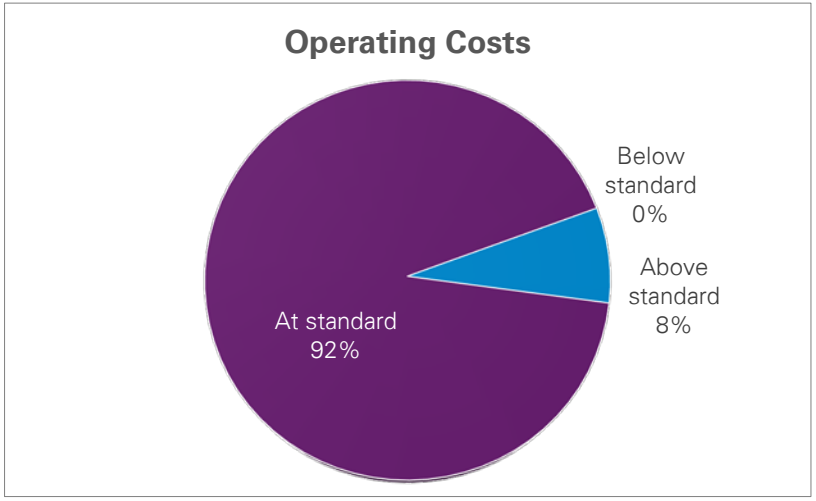
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Corporate-Level Analysis









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City of Sault Ste Marie Third Party Review

Chapter III - Financial Indicators and Benchmarking



Financial Indicators

In order to provide additional perspective on the City's financial performance and position, we have included in this chapter an analysis of financial indicators for the City and other comparative municipalities.

In Canada, the development and maintenance of principles for financial reporting fall under the responsibility of the Accounting Standards Oversight Council ('AcSOC'), a volunteer body established by the Canadian Institute of Chartered Accountants in 2000. In this role, AcSOC provides input to and monitors and evaluates the performance of the two boards that are tasked with established accounting standards for the private and public sector:

- The Public Sector Accounting Board ('PSAB') establishes accounting standards for the public sector, which includes municipal governments; and
- The Accounting Standards Board ('AcSB'), which is responsible for the establishment of accounting standards for Canadian entities outside of the public sector.

In May 2009, PSAB released a Statement of Recommended Practice that provided guidance on how public sector bodies should report on indicators of financial condition. As defined in the statement, financial condition is '*a government's financial health as assessed by its ability to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others*'. In reporting on financial condition, PSAB also recommended that three factors, at a minimum, need to be considered:

- **Sustainability**. Sustainability is the degree to which the City can deliver services and meet its financial commitments without increasing its debt or tax burden relative to the economy in which it operates. To the extent that the level of debt or tax burden grows at a rate that exceeds the growth in the City's assessment base, there is an increased risk that the City's current spending levels (and by association, its services, service levels and ability to meet creditor obligations) cannot be maintained.
- **Flexibility**. Flexibility reflects the City's ability to increase its available sources of funding (debt, taxes or user fees) to meet increasing costs. Municipalities with relatively high flexibility have the potential to absorb cost increases without adversely impacting on affordability for local residents and other ratepayers. On the other hand, municipalities with low levels of flexibility have limited options with respect to generating new revenues, requiring an increased focus on expenditure reduction strategies.
- **Vulnerability**. Vulnerability represents the extent to which the City is dependent on sources of revenues, predominantly grants from senior levels of government, over which it has no discretion or control. The determination of vulnerability considers (i) unconditional operating grants such as OMPF; (ii) conditional operating grants such as Provincial Gas Tax for transit operations; and (iii) capital grant programs. Municipalities with relatively high indicators of vulnerability are at risk of expenditure reductions or taxation and user fee increases in the event that senior levels of funding are reduced. This is particularly relevant for municipalities that are vulnerable with respect to operating grants from senior levels of government, as the Municipal Act does not allow municipalities to issue long-term debt for operating purposes (Section 408(2.1)).

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Financial Indicators

As a means of reporting the City's financial condition, we have considered the following financial indicators (*denotes PSAB recommended financial indicator).

Financial Condition Category	Financial Indicators
Sustainability	1. Financial assets to financial liabilities* 2. Total reserves and reserve funds per household 3. Total operating expenses as a percentage of taxable assessment* 4. Capital additions as a percentage of amortization expense
Flexibility	5. Residential taxes per household 6. Total long-term debt per household 7. Residential taxation as a percentage of average household income 8. Total taxation as a percentage of total assessment* 9. Debt servicing costs (interest and principal) as a percentage of total revenues* 10. Net book value of tangible capital assets as a percentage of historical cost of tangible capital assets*
Vulnerability	11. Operating grants as a percentage of total revenues* 12. Capital grants as a percentage of total capital expenditures*

A detailed description of these financial indicators is included on the following pages, including a comparison of the City's performance and position against other municipalities. For the purposes of the long-term financial plan, we have presented comparative information for other larger Ontario single-tier municipalities, specifically Ottawa, Hamilton, Windsor, Greater Sudbury and Barrie.

As noted on the following pages, the City's financial indicators compare favourably with the selected peer municipalities. From an overall perspective, we note that:

- The City does not appear to be facing a significant affordability constraint, with taxation levels consistent with or lower than the comparator municipalities;
- The City's financial position indicators are generally consistent with, or more favourable, than the comparator municipalities; and
- The City's financial indicators for operating costs, including debt servicing costs, are consistent, or more favourable, than the comparator municipalities.

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Financial Indicators

FINANCIAL ASSETS TO FINANCIAL LIABILITIES

This financial indicator provides an assessment of the City's solvency by comparing financial assets (including cash, investments and accounts receivable) to financial liabilities (accounts payable, deferred revenue and long-term debt). Low levels of financial assets to financial liabilities are indicative of limited financial resources available to meet cost increases or revenue losses.

TYPE OF INDICATOR

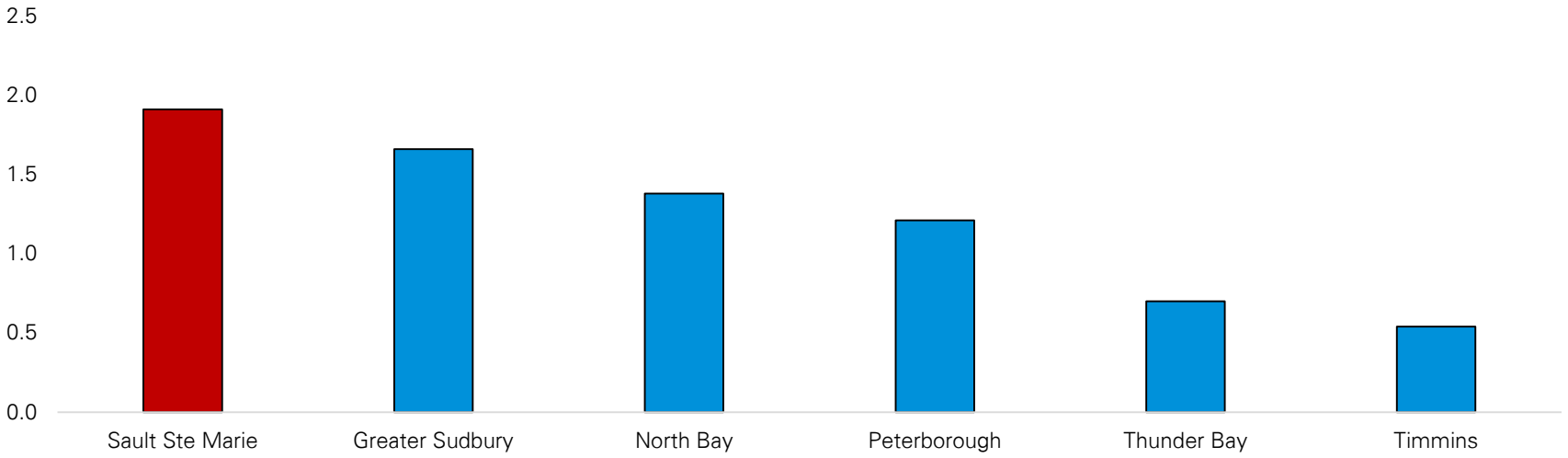
- Sustainability ✓
- Flexibility
- Vulnerability

FORMULA

FIR Schedule 70, Line 9930, Column 1 divided by FIR Schedule 70, Line 9940, Column 1

POTENTIAL LIMITATIONS

- Financial assets may include investments in government business enterprises, which may not necessarily be converted to cash or yield cash dividends
- Financial liabilities may include liabilities for employee future benefits and future landfill closure and post-closure costs, which may (i) not be realized for a number of years; and/or (ii) may not be realized at once but rather over a number of years



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Financial Indicators

TOTAL RESERVES AND RESERVE FUNDS PER HOUSEHOLD

This financial indicator provides an assessment of the City's ability to absorb incremental expenses or revenue losses through the use of reserves and reserve funds as opposed to taxes, user fees or debt. Low reserve levels are indicative of limited capacity to deal with cost increases or revenue losses, requiring the City to revert to taxation or user fee increases or the issuance of debt.

TYPE OF INDICATOR

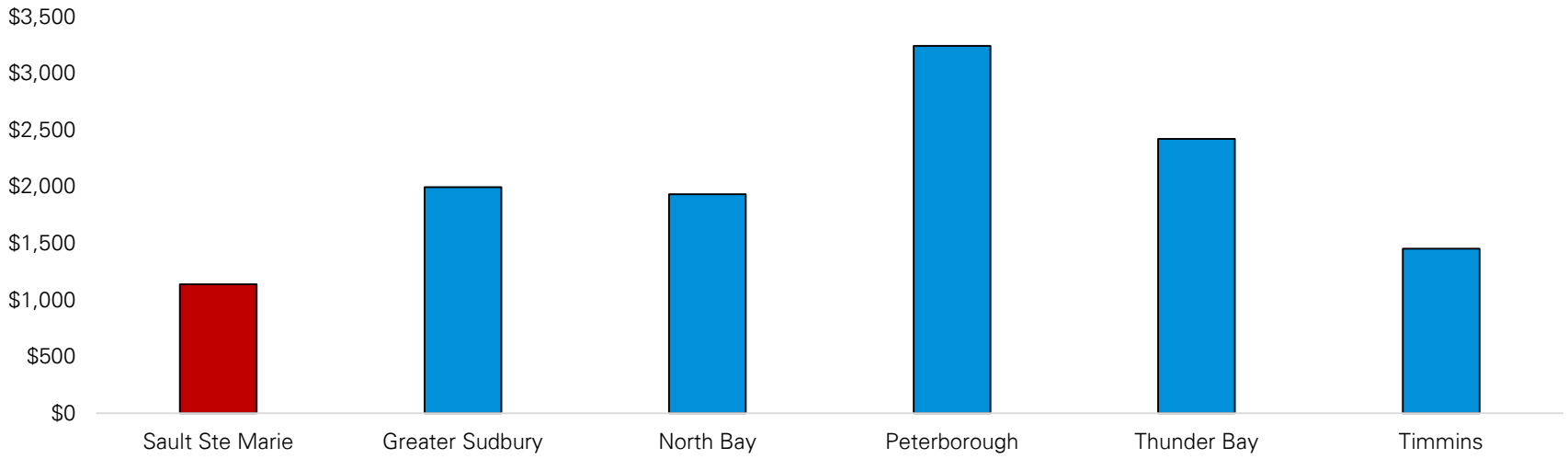
- Sustainability ✓
- Flexibility
- Vulnerability

FORMULA

FIR Schedule 70, Line 6420, Column 1 divided by FIR Schedule 2, Line 40, Column 1

POTENTIAL LIMITATIONS

- Reserves and reserve funds are often committed to specific projects or purposes and as such, may not necessarily be available to fund incremental costs or revenue losses
- As reserves are not funded, the City may not actually have access to financial assets to finance additional expenses or revenue losses



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Financial Indicators

TOTAL OPERATING EXPENSES AS A PERCENTAGE OF TAXABLE ASSESSMENT

This financial indicator provides an assessment of the City's solvency by determining the extent to which increases in operating expenses correspond with increases in taxable assessment. If increases correspond, the City can fund any increases in operating costs without raising taxation rates.

TYPE OF INDICATOR

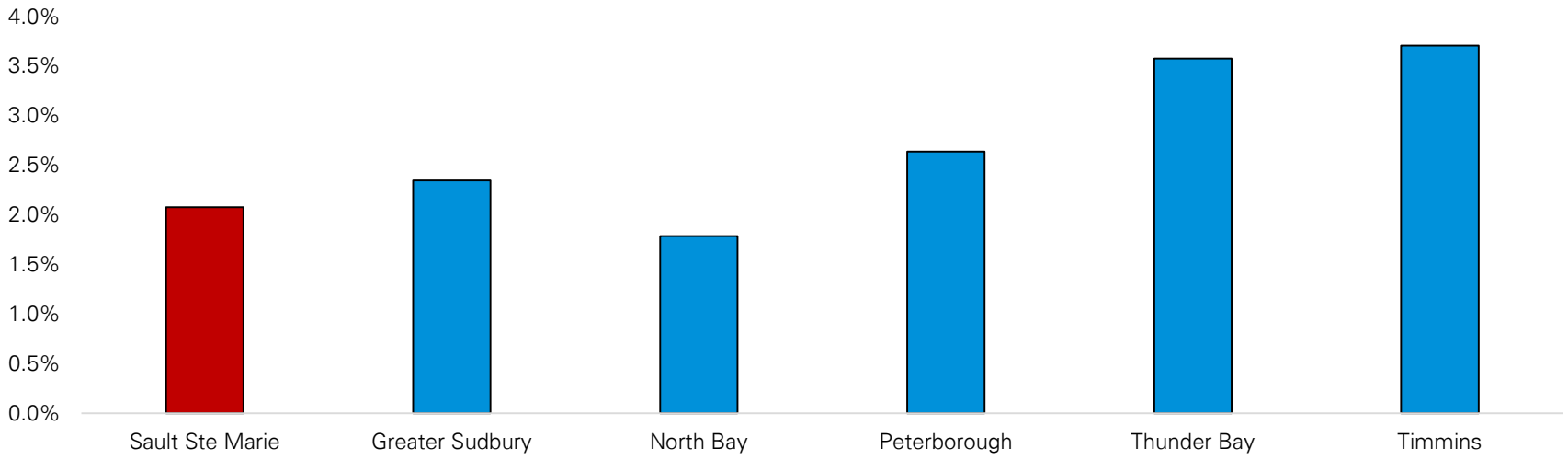
Sustainability	✓
Flexibility	
Vulnerability	

FORMULA

FIR Schedule 40, Line 9910, Column 7 less FIR Schedule 40, Line 9910, Column 16 divided by FIR Schedule 26, Column 17, Lines 9199 and 9299

POTENTIAL LIMITATIONS

- As operating expenses are funded by a variety of sources, the City's sustainability may be impacted by reductions in other funding sources that would not be identified by this indicator.



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Financial Indicators

CAPITAL ADDITIONS AS A PERCENTAGE OF AMORTIZATION EXPENSE

This financial indicator provides an assessment of the City's solvency by assessing the extent to which it is sustaining its tangible capital assets. In the absence of meaningful reinvestment in tangible capital assets, the City's ability to continue to deliver services at the current levels may be compromised.

TYPE OF INDICATOR

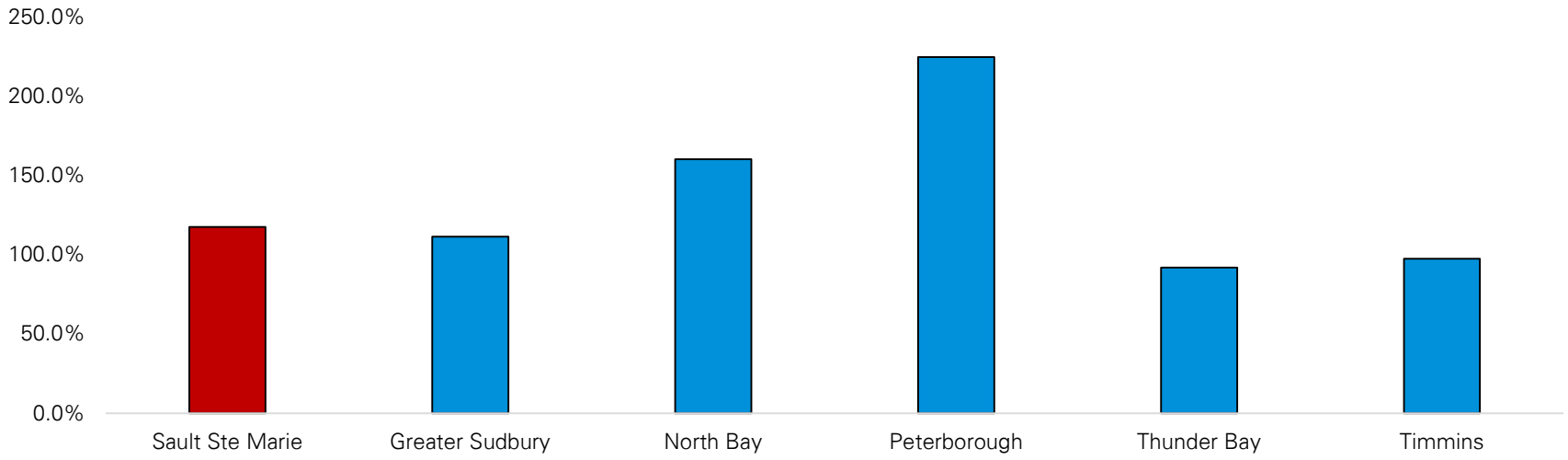
- Sustainability ✓
- Flexibility
- Vulnerability

FORMULA

FIR Schedule 51, Line 9910, Column 3 divided by FIR Schedule 40, Line 9910, Column 16

POTENTIAL LIMITATIONS

- This indicator considers amortization expense, which is based on historical as opposed to replacement cost. As a result, the City's capital reinvestment requirement will be higher than its reported amortization expense due to the effects of inflation.
- This indicator is calculated on a corporate-level basis and as such, will not identify potential concerns at the departmental level.



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Financial Indicators

RESIDENTIAL TAXES PER HOUSEHOLD

This financial indicator provides an assessment of the City's ability to increase taxes as a means of funding incremental operating and capital expenditures.

TYPE OF INDICATOR

Sustainability

Flexibility ✓

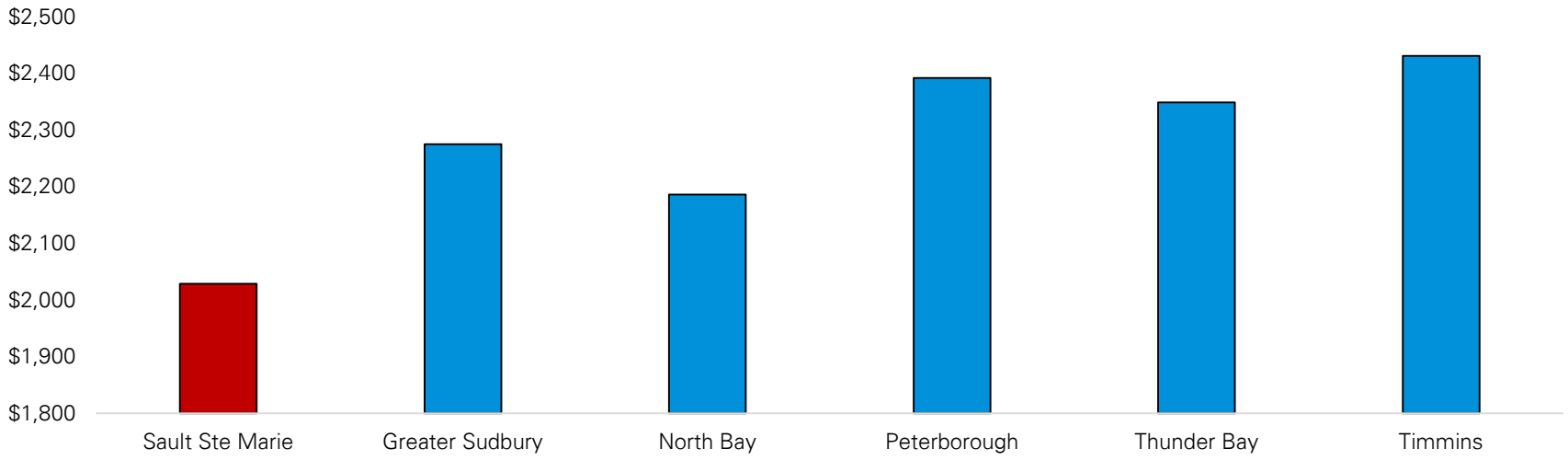
Vulnerability

FORMULA

FIR Schedule 26, Line 0010 and Line 1010, Column 4 divided by FIR Schedule 2, Line 0040, Column 1

POTENTIAL LIMITATIONS

- This indicator does not incorporate income levels for residents and as such, does not fully address affordability concerns.



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Financial Indicators

TOTAL LONG-TERM DEBT PER HOUSEHOLD

This financial indicator provides an assessment of the City's ability to issue more debt by considering the existing debt loan on a per household basis. High debt levels per household may preclude the issuance of additional debt.

TYPE OF INDICATOR

Sustainability

Flexibility ✓

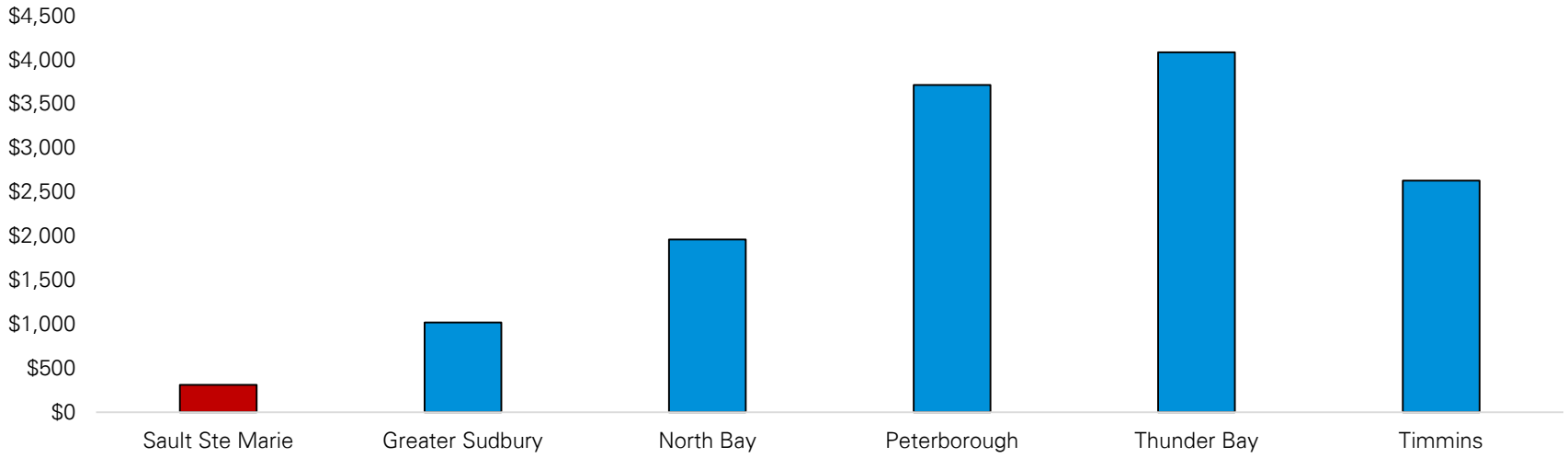
Vulnerability

FORMULA

FIR Schedule 70, Line 2699, Column 1 divided by FIR Schedule 1, Line 0040, Column 1

POTENTIAL LIMITATIONS

- This indicator does not consider the Provincial limitations on debt servicing cost, which cannot exceed 25% of own-source revenues unless approved by the Ontario Municipal Board



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Financial Indicators

RESIDENTIAL TAXATION AS A PERCENTAGE OF HOUSEHOLD INCOME

This financial indicator provides an indication of potential affordability concerns by calculating the percentage of total household income used to pay municipal property taxes.

TYPE OF INDICATOR

Sustainability

Flexibility ✓

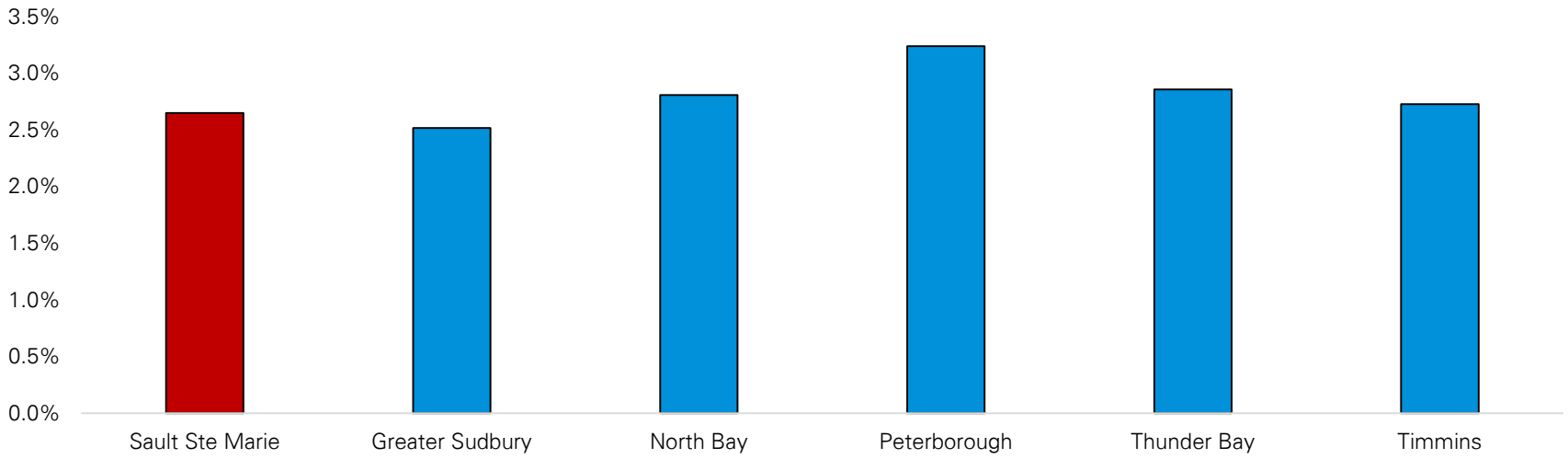
Vulnerability

FORMULA

FIR Schedule 26, Line 0010 and Line 1010, Column 4 divided by FIR Schedule 2, Line 0040, Column 1 (to arrive at average residential tax per household). Average household income is derived from the National Housing Survey.

POTENTIAL LIMITATIONS

- This indicator considers residential affordability only and does not address commercial or industrial affordability concerns.
- This indicator is calculated on an average household basis and does not provide an indication of affordability concerns for low income or fixed income households.



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Financial Indicators

TOTAL TAXATION AS A PERCENTAGE OF TOTAL ASSESSMENT

This financial indicator provides an indication of potential affordability concerns by calculating the City's overall rate of taxation. Relatively high tax rate percentages may limit the City's ability to general incremental revenues in the future.

TYPE OF INDICATOR

Sustainability

Flexibility ✓

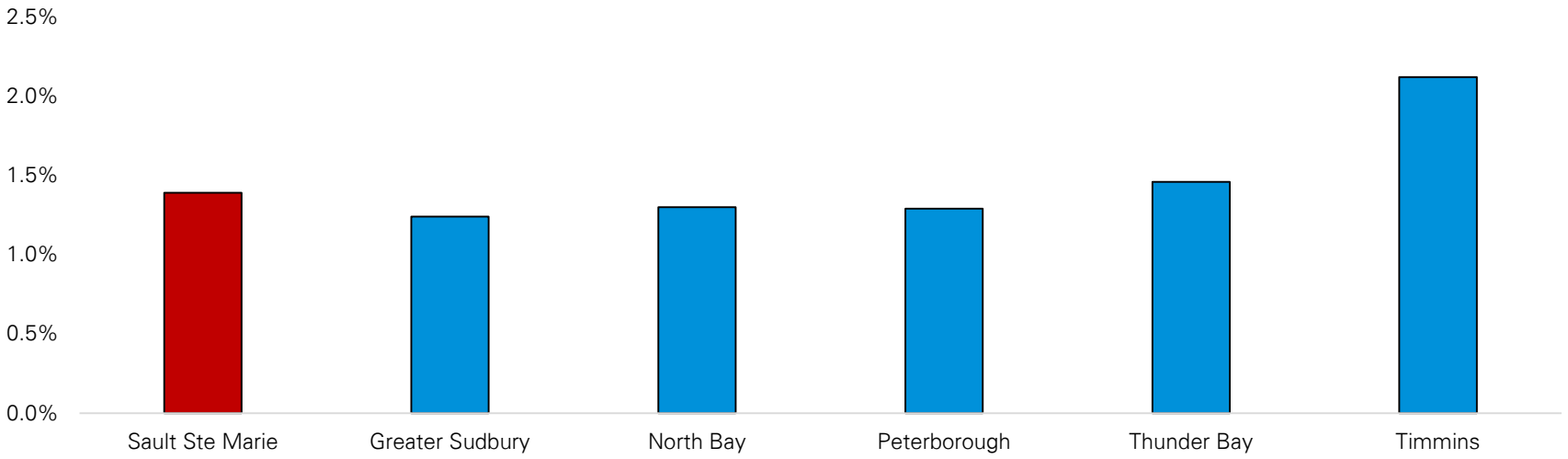
Vulnerability

FORMULA

FIR Schedule 26, Line 9199 and Line 9299, Column 4 divided by FIR Schedule 26, Line 9199 and 9299, Column 17.

POTENTIAL LIMITATIONS

- This indicator considers the City's overall tax rate and will not address affordability issues that may apply to individual property classes (e.g. commercial).



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Financial Indicators

DEBT SERVICING COSTS (INTEREST AND PRINCIPAL) AS A PERCENTAGE OF TOTAL REVENUES

This financial indicator provides an indication as to the City's overall indebtedness by calculating the percentage of revenues used to fund long-term debt servicing costs. The City's ability to issue additional debt may be limited if debt servicing costs on existing debt are excessively high.

TYPE OF INDICATOR

Sustainability

Flexibility ✓

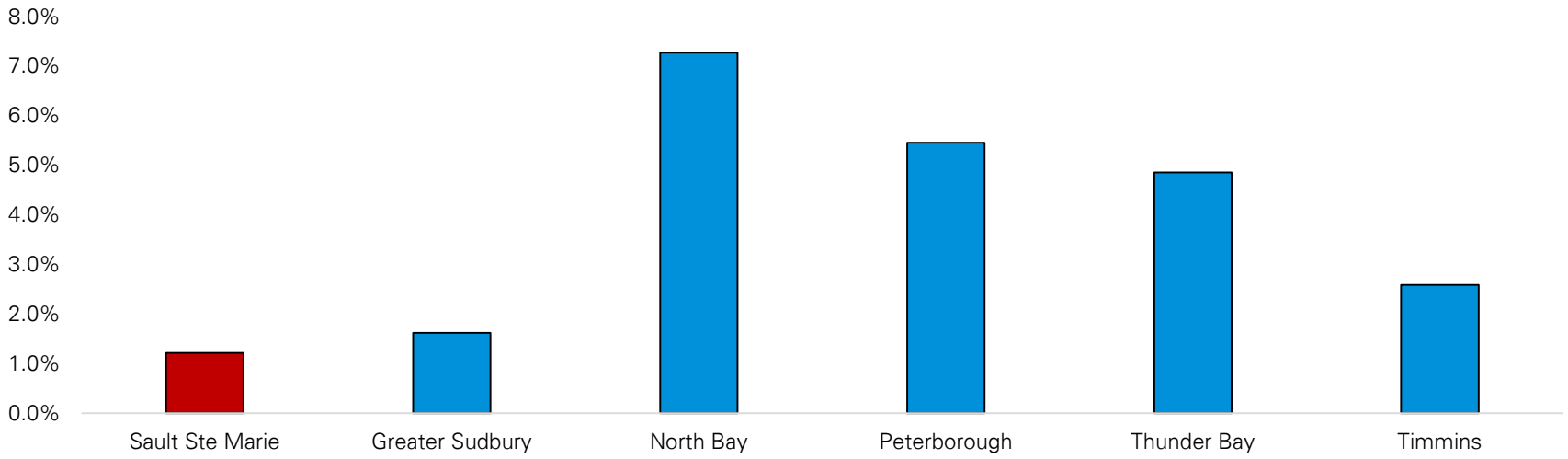
Vulnerability

FORMULA

FIR Schedule 74C, Line 3099, Column 1 and Column 2 divided by FIR Schedule 10, Line 9910, Column 1.

POTENTIAL LIMITATIONS

- No significant limitations have been identified in connection with this indicator



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Financial Indicators

NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS AS A PERCENTAGE OF HISTORICAL COST OF TANGIBLE CAPITAL ASSETS

This financial indicator provides an indication as to the extent to which the City is reinvesting in its capital assets as they reach the end of their useful lives. An indicator of 50% indicates that the City is, on average, investing in capital assets as they reach the end of useful life, with indicators of less than 50% indicating that the City's reinvestment is not keeping pace with the aging of its assets.

TYPE OF INDICATOR

Sustainability

Flexibility ✓

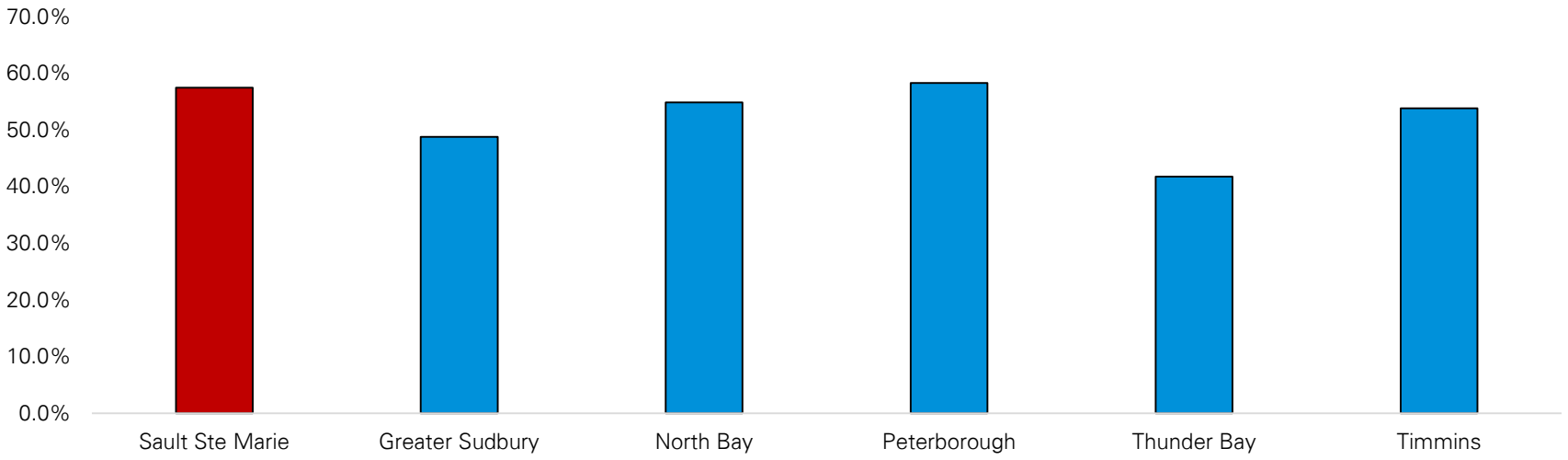
Vulnerability

FORMULA

FIR Schedule 51A, Line 9910, Column 11 divided by FIR Schedule 51A, Line 9910, Column 6.

POTENTIAL LIMITATIONS

- This indicator is based on the historical cost of the City's tangible capital assets, as opposed to replacement cost. As a result, the City's pace of reinvestment is likely lower than calculated by this indicator as replacement cost will exceed historical cost.
- This indicator is calculated on a corporate-level basis and as such, will not identify potential concerns at the departmental level.



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Financial Indicators

OPERATING GRANTS AS A PERCENTAGE OF TOTAL REVENUES

This financial indicator provides an indication as to the City's degree of reliance on senior government grants for the purposes of funding operating expenses. The level of operating grants as a percentage of total revenues is directly proportionate with the severity of the impact of a decrease in operating grants.

TYPE OF INDICATOR

Sustainability

Flexibility

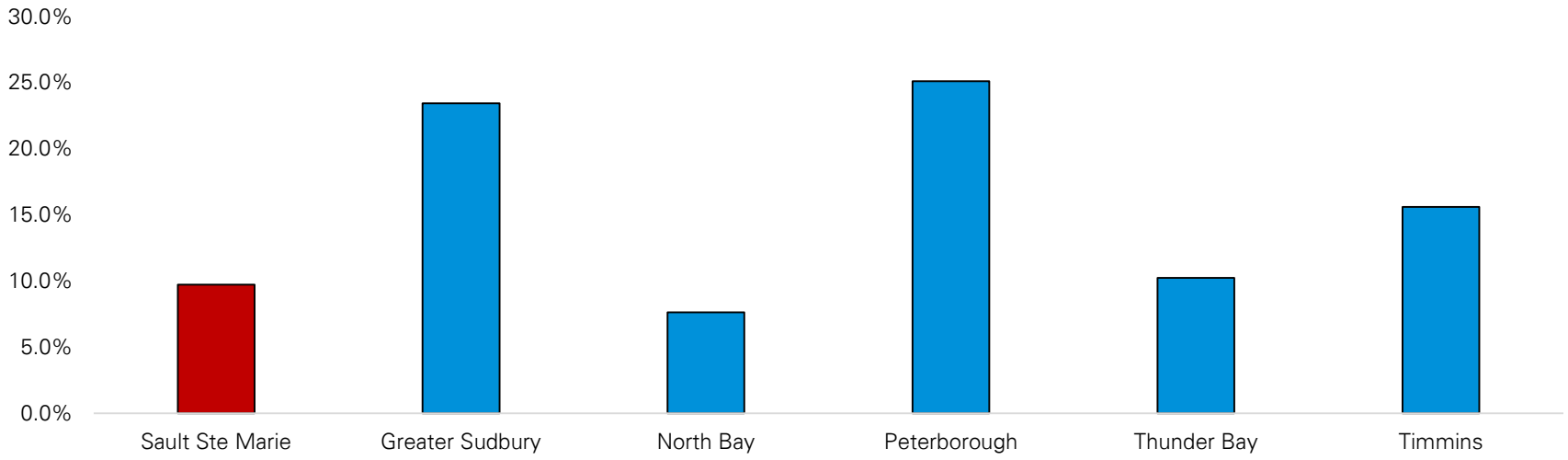
Vulnerability ✓

FORMULA

FIR Schedule 10, Line 0699, Line 0810, Line 0820, Line 0830, Column 1 divided by FIR Schedule 10, Line 9910, Column 1.

POTENTIAL LIMITATIONS

- To the extent possible, the City should maximize its operating grant revenue. As such, there is arguably no maximum level associated with this financial indicator.



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Financial Indicators

CAPITAL GRANTS AS A PERCENTAGE OF TOTAL CAPITAL EXPENDITURES

This financial indicator provides an indication as to the City's degree of reliance on senior government grants for the purposes of funding capital expenditures. The level of capital grants as a percentage of total capital expenditures is directly proportionate with the severity of the impact of a decrease in capital grants.

TYPE OF INDICATOR

Sustainability

Flexibility

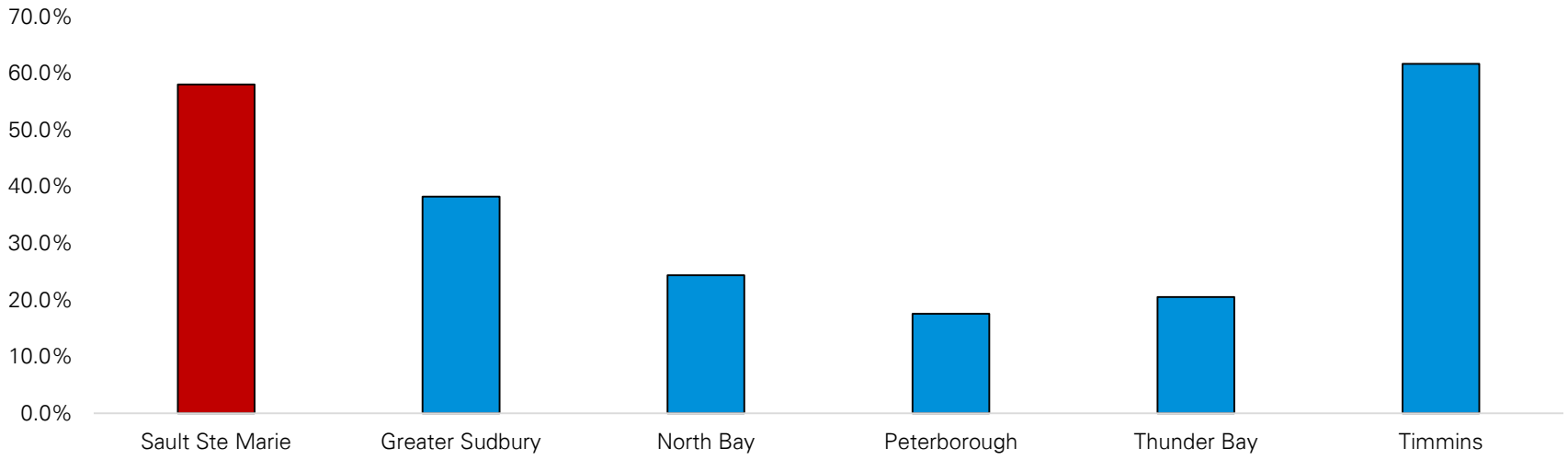
Vulnerability ✓

FORMULA

FIR Schedule 10, Line 0815, Line 0825, Line 0831, Column 1 divided by FIR Schedule 51, Line 9910, Column 3.

POTENTIAL LIMITATIONS

- To the extent possible, the City should maximize its capital grant revenue. As such, there is arguably no maximum level associated with this financial indicator.



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Benchmarking

In addition to the corporate-level financial indicators presented in this chapter, we have also undertaken benchmarking for selected municipal services based on comparisons to similar-sized municipalities, including:

- Single tier municipalities, specifically Greater Sudbury, North Bay, Peterborough, Thunder Bay and Timmins

Each service was benchmarked against five comparator municipalities and the service-level comparative analysis, which is based on 2019 budget data, is intended to provide perspective on the relative cost of delivering services. However, it is important to recognize potential limitations with respect to the analysis:

- Differences in organizational structure and resource allocations can complicate a municipal-to-municipal comparison as the structure of budgets may not yield an apples-to-apples comparison. In certain instances, we have attempted to adjust for these differences by aggregating same or similar services to a level that allows for a reasonable comparison. However, in certain cases the requisite budget information was not available to KPMG for the purposes of our review.
- In a number of instances, the allocation of costs for budget purposes can vary significantly, impacting any comparison of financial indicators. For example, the treatment of corporate-type costs such as insurance, information technology and financial support can differ, with some municipalities allocating these costs to individual departments while others budget for them as a central cost. Similarly, different approaches to the allocation of fleet expenses (operating only, operating plus capital, operating plus capital plus corporate costs) have the potential to skew the financial analysis.
- The financial benchmarking is independent of any adjustment for service levels. Accordingly, the comparative position of any municipality included in our analysis does not necessarily reflect operating efficiencies but may be due to higher or lower levels of service.

In light of the above, financial indicators are not available for all of the City's services.

A summary of our service-level financial benchmarking is provided on the following pages.

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Financial Indicators

Service	Indicator	Sault Ste. Marie	Comparator Municipalities	
			Low	High
Office of the CAO	Operating cost per household	$11.11	$7.50	$24.50
Clerks Services*	Operating cost per household	$31.10	$13.29	$42.76
Legal Services*	Operating cost per household	$28.13	$20.20	$97.86
Financial Services	Operating cost per household	$62.27	$65.70	$175.97
Human Resources	Operating cost per household	$39.16	$30.97	$62.66
Information Technology	Operating cost per household	$67.85	$74.99	$116.56
Roads*	Operating costs per lane kilometre	$17,678	$7,002	$14,934
Solid Waste – Collection and disposal	Operating cost per household	$93.14	$80.11	$182.49
Solid Waste – Waste diversion	Operating cost per household	$45.88	$42.86	$131.35
Wastewater Treatment	Operating costs per household	$221.31	$185.01	$403.69
Engineering and Design Services*	Operating cost per household	$63.95	$60.52	$94.34
Planning Services	Net levy per household	$28.55	$15.36	$82.91
	Operating costs funded through non-taxation revenue	10.8%	8.0%	43.8%
Building Permit and Inspection Services	Net levy per household	$0.00	$0.92	$16.56
	Operating costs funded through non-taxation revenue	100%	73%	97%
Bylaw Enforcement	Operating cost per household	$7.81	$15.28	$28.98

* Multiple services have been consolidated for the purposes of the comparative analysis

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Financial Indicators

Service	Indicator	Sault Ste. Marie	Comparator Municipalities	
			Low	High
Fire Services*	Net levy per household	$391.85	$314.84	$574.69
Conventional Transit	Operating cost per hour	$106.71	$91.77	$119.63
	Operating cost per trip	$5.65	$3.19	$5.58
	Operating costs funded through non-taxation revenue	26.5%	34.7%	46.9%
Specialized Transit	Operating cost per hour	$68.25	$59.51	$87.11
	Operating cost per trip	$27.92	$25.81	$39.51
	Operating costs funded through non-taxation revenue	6.0%	5.9%	14.9%
Parks and Cemeteries*	Operating costs per household	$97.31	$21.16	$187.00
Recreation and Culture Services*	Net levy per household	$268.78	$210.52	$512.66
	Operating costs funded through non-taxation revenue	46%	18%	63%

* Multiple services have been consolidated for the purposes of the comparative analysis

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City of Sault Ste Marie Third Party Review

Chapter IV – Summary of Overall Findings



Summary of Overall Findings

From an overall perspective, the results of our review indicate the following key themes:

- The City's operations are not characterized by a high degree of discretionary services or services operating at service levels that significantly exceed legislative standards or service levels adopted by other municipalities. While some examples do exist, these are the exception rather than the norm;
- The City's indicators with respect to financial performance and position are generally favouable in comparison to other similar sized single tier municipalities. This favourable position extends to the City's specific functions, with a number of services having favourable cost indicators in comparison to other municipalities; and
- While future cost savings are certainly available to the City, we suspect that these will involve operational efficiency findings as opposed to more apparent service level reductions or service level eliminations. By their nature, operational efficiency findings – as opposed to service eliminations or service level reductions – tend to require a greater investment in identification and implementation, potentially lower savings and a higher degree of risk of successful realization.

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City of Sault Ste Marie Third Party Review

Appendix A - Office of the CAO

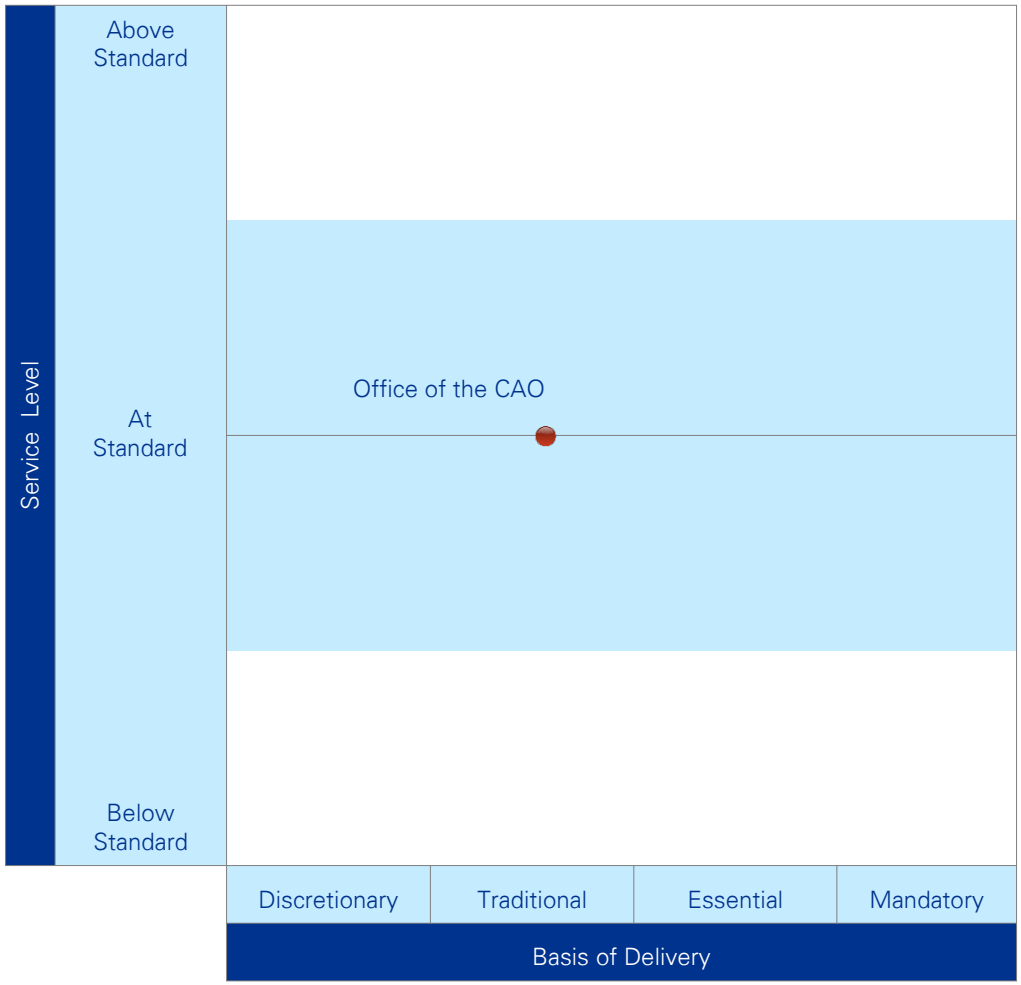
Service Profiles



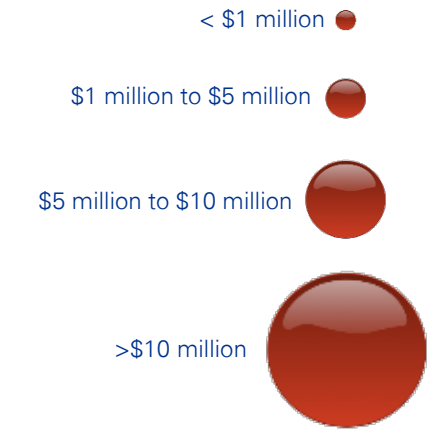
Office of the CAO Service Profile Summary

Number of services/service profiles	**1**
Total operating costs (in thousands)	**$383**
Net municipal levy (in thousands)	**$383**
Full-time equivalent staff	**2**

Services by Basis of Delivery, Service Level and Net Levy



Net Levy Requirement



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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

Office of the CAO
Service Profile Summary

Service	Basis of Delivery	Service Level	Operating Costs (in thousands)	Revenues (in thousands)	Net Levy (in thousands)	FTEs
Office of the CAO	Essential	At Standard	$383	-	**$383**	2.0

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

City of Sault Ste Marie

Municipal Service Profile
Office of the Chief Administrative Officer

Program
Corporate Services

Organizational Unit
Office of the Chief Administrative Officer

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	383
Revenues	$	-
Net Levy	**$**	**383**
FTE's		**2.0**

Service Overview

The Office of the Chief Administrative Officer ('CAO') provides corporate leadership and strategic direction to the organization. The CAO leads the Executive Management Team ('EMT') which consists of the City's Deputy CAOs as well as the Senior Management Team ('SMT') which consists of the departmental Directors. Along with the Mayor and one Deputy CAO, the CAO sits on the Agenda Review Committee which reviews and approves the content and ensures compliance with provincial legislation. The CAO also maintains a number of memberships with provincial advocacy groups as well as relationships with local strategic partners including the District Social Services Administration Board, Health Unit and PUC.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional		The scope of the City's activites with respect to the Office of the CAO is consistent with other municipalities.	
Discretionary			

Service Value

The Office of the CAO focuses and aligns all activities to the vision, mission and focus areas of the City Council's strategic plan. The Office of the CAO serves residents by ensuring the delivery of a well-managed municipal government and ensuring the provision of municipal services to its residents.

Performance and Benchmarking

The City currently does not track key performance indicators for the activities of the CAO's Office. At a minimum, we suggest that the City monitor outcomes in relation to the City's strategic plan and a measurement of the CAO's annual work plan items that have been completed.

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's Office of the CAO:

- Has the second lowest operating cost per household ($11.11 vs. an average of $13.97 for the comparator municipalties)

Basis for Delivery

Essential – Pursuant to Section 229 of the Municipal Act, municipalities may (but are not required) to appoint a CAO. However, the senior leadership requirements associated with large municipalities requires the appointment of a CAO

Organizational Considerations

The City's Office of the CAO does not include any services that are typically found elsewhere in the organization and the services that are fall within this function are strategic in nature.

City of Sault Ste Marie

Municipal Service Profile
Office of the Chief Administrative Officer

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council • City management
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City employees, who may not necessarily interact with the CAO but are impacted by corporate decisions • Residents of the City who benefit from the services provided
Service Output	The output of a service that fulfills a recognized client's need.	(1) Strategic and operational decision making and problem resolution (2) Linkages between Council's strategic plan and the City's operations (3) Intergovernmental relations
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Rules (2) Advisory encounters (3) New knowledge
Service Output Level	The quantum of service outputs provided to direct clients.	Information requested from the City was to include: List of work plan items reported to Council and outcomes
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The Office of the CAO is provided with internal resources.

City of Sault Ste Marie

Municipal Service Profile
Office of the Chief Administrative Officer

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Office of the CAO	Essential	Own Resources	$ 383,003	$ -	$ 383,003	2.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 383,003	$ -	$ 383,003	2.0

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City of Sault Ste Marie Third Party Review

Appendix B - Corporate Services

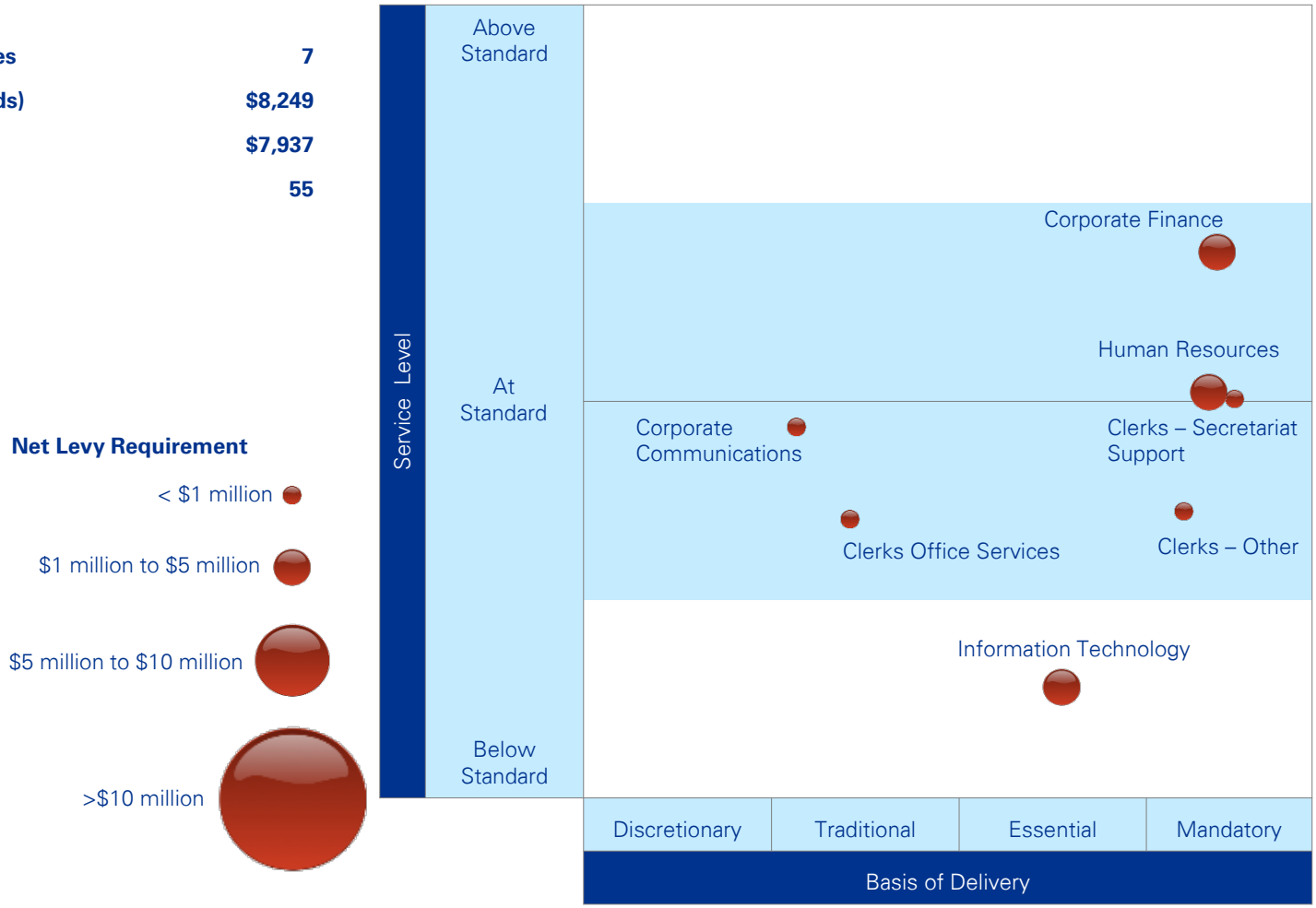
Service Profiles



Corporate Services
Service Profile Summary

Number of services/service profiles	**7**
Total operating costs (in thousands)	**$8,249**
Net municipal levy (in thousands)	**$7,937**
Full-time equivalent staff	**55**

Services by Basis of Delivery, Service Level and Net Levy



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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

Corporate Services
Service Profile Summary

Service	Basis of Delivery	Service Level	Operating Costs (in thousands)	Revenues (in thousands)	Net Levy (in thousands)	FTEs
Corporate Communications	Traditional	At Standard	Operating costs are contained within the Office of the CAO – Corporate Communications report through the City Clerk			2.0
Clerks – Secretariat Support	Mandatory	At Standard	$955	$175	**$780**	6.0
Clerks – Office Services	Traditional	At Standard	$182	-	**$182**	1.5
Clerks – Other	Mandatory	At Standard	$110	-	**$110**	0.0
Corporate Finance	Mandatory	At Standard	$2,656	$117	**$2,539**	27.3
Information Technology	Essential	Below Standard	$2,340	$18	**$2,322**	10.0
Human Resources	Mandatory	At Standard	$2,006	$2	**$2,004**	8.3

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Secretariat Support

Program
Corporate Services

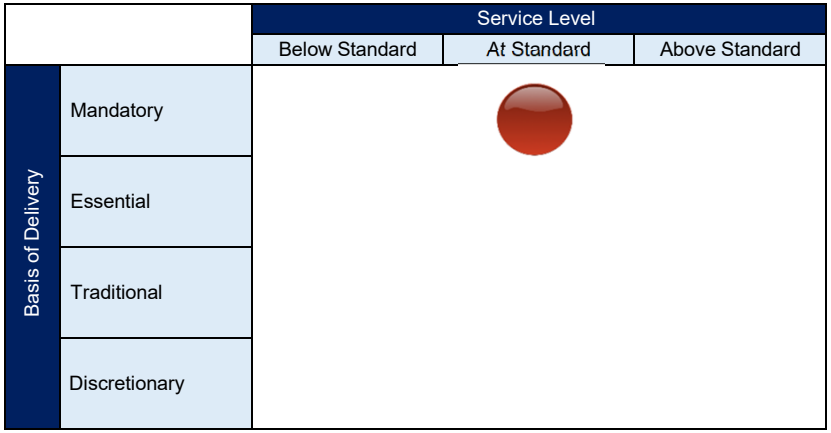
Organizational Unit
City Clerk

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	955
Revenues	$	(175)
Net Levy	**$**	**780**
FTE's		**6.0**

Service Overview

The City Clerk's primary task is to function as the corporate secretary to City Council and committees, ensuring that all Council Agendas, Minutes of proceedings, resolutions, decisions, voting, records are recorded, documented and certified.
The City Clerk oversees the City's records from creation through retention to disposition. It manages the documentation execution process for all formal documents.
The City Clerk is also responsible for the coordination of civic receptions.



Service Value

Corporate secretariat support contributes towards the efficiency, effectiveness and transparency of governance by maintaining appropriate records and documentation of governance decisions.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with the Clerks function. At a minimum, we suggest that the City monitor compliance with provincial legislation with respect to meeting requirements.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of Clerks services based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

- Has the third lowest operating cost per household ($31.10 vs. an average of $31.57 for the comparator municipalties).

Basis for Delivery

Mandatory – The Municipal Act establishes the requirement for a Municipal Clerk.

Organizational Considerations

The City's Clerks secretariat support function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Secretariat Support

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council • City Management • Residents of the City
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Not applicable
Service Output	The output of a service that fulfills a recognized client's need.	(1) Clerical and administrative support for Council meetings and committees (2) Records of all meetings of Council and other governance bodies (3) Communication of governance matters to the general public and civic administration via agendas, minutes, and correspondence (4) Compliance to public accountability and transparency matters (5) Records management
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource (3) Advisory encounters (4) Advisory encounters (5) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	City Clerk supports 21 various Council committees and boards plus ad hoc committees Council meetings - 31 (2016); 23 (2017); 23 (2018) Corporate events/receptions - 15 (2016); 15 (2017); 14 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Secretariat support is provided with the City's own resources.

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Secretariat Support

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
CLERKS - ADMINISTRATION	Mandatory	Internal	$ 921,070	$ (175,172)	$ 745,898	6.0
COUNCIL MEETINGS	Mandatory	Internal	$ 8,350	$ -	$ 8,350	0.0
Receptions	Traditional	Internal	$ 25,650	$ -	$ 25,650	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 955,070	$ (175,172)	$ 779,898	6.0

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Office Services

Program
Corporate Services

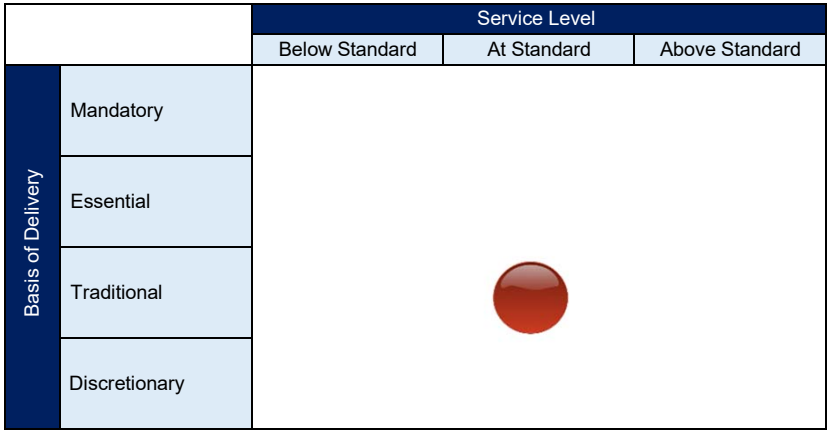
Organizational Unit
City Clerk

Type of Service
Internal and external

Budget (in thousands)		
Operating Costs	$	182
Revenues	$	-
Net Levy	**$**	**182**
FTE's		**1.5**

Service Overview

The City owns and operates a print shop for the purposes of producing materials on behalf of the organization. Mail and courier services are responsible for the receipt and delivery of materials.



Service Value

The print shop assists the City in communicating with its residents through the production of physical media. The effective and efficient delivery of mail and courier services contributes to the effective and efficient service delivery.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with the Clerks function. At a minimum, we suggest that the City monitor compliance with provincial legislation including meeting requirements and records retention.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of Clerks services based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

- Has the third lowest operating cost per household ($31.10 vs. an average of $31.57 for the comparator municipalties).

Basis for Delivery

Traditional – The operation of a print shop is a municipal function that may be provided by municipalities. There is an apsect of the operations that require compliance with the Accessibility for Ontarians with Disabilities Act.

Organizational Considerations

The City's Clerks office services function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Office Services

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City departments
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City, who benefit from the services delivered by the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Production of goods on behalf of the City (2) Mail and courier services
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	Postage movements - 164,774 (2016); 104,193 (2017); 62,227 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The City operates its office services with the use of internal resources

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Office Services

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Clerks - Office Services	Traditional	Internal	$ 182,389	$ -	$ 182,389	1.5
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 182,389	$ -	$ 182,389	1.5

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Other

Program
Corporate Services

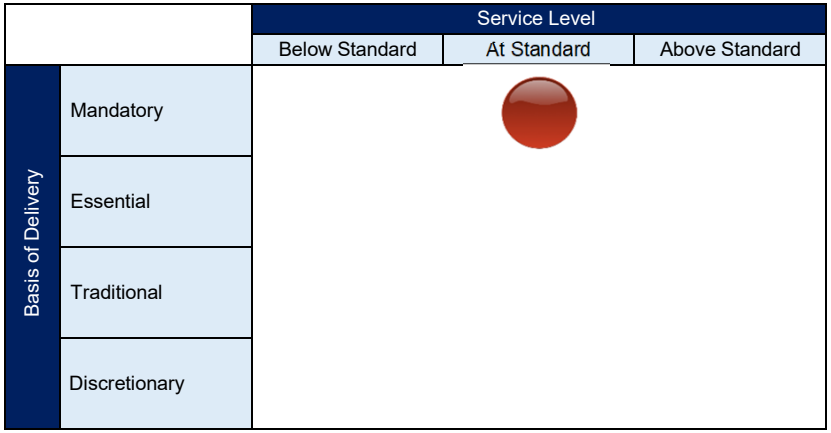
Organizational Unit
City Clerk

Type of Service
Internal and external

Budget (in thousands)		
Operating Costs	$	110
Revenues	$	-
Net Levy	**$**	**110**
FTE's		**-**

Service Overview

The Clerk's Department is responsible for the management of corporate records, the administration of municipal elections, issuance of marriage certificates, issuance of general and lottery licences, coordinating the corporate strategic plan, quality improvement, and the sale of municipal cemetery interment rights.



Service Value

The other services provided by the City Clerk contributes towards the quality of life for community residents and organizations by providing necessary regulatory approvals for key events and ensures a fair election process for residents of the community.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with the Clerks function. At a minimum, we suggest that the City monitor compliance with provincial legislation with respect to municipal cemeteries; the implementation of corporate strategic plan initiative; and the results of any corporate quality improvement investments.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of Clerks services based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

- Has the third lowest operating cost per household ($31.10 vs. an average of $31.57 for the comparator municipalties).

Basis for Delivery

Mandatory – Certain certificates and permits issued by the City are required by legislation or regulation; The Municipal Elections Act regulates the conduct of municipal and school board elections. The Clerk is also responsible for the requirements under the Vital Statistics Act, Mariage Act and Funeral, Burial and Cremations Services Act.

Organizational Considerations

The City's Clerks other functions (municipal elections, management of corporate records) does not include any services that are typically found elsewhere in the organization. However, a municipality's accessibility is commonly delivered out of the Clerks/Corporate Services function but is provided by the City through its Planning department.

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Other

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council • City Employees • Individuals receiving licences, certificates and services from the City • Eligible voters and candidates
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City, who benefit from the services delivered by the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) licences and permits (2) Certifications and attestations (3) Corporate strategic planning (4) Development of election policies and procedures (5) Ensuring candidate compliance (6) Conducting of election process including counting and reporting
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Periods of permission (2) Periods of permission (3) Advisory encounters (4) Creating and changing rules (5) Penalties and periods of sanction (6) Periods of permission
Service Output Level	The quantum of service outputs provided to direct clients.	Death records - 1,005 (2016); 1,026 (2017); 1,088 (2018) Marriage licences - 361 (2016); 343 (2017); 337 (2018) Cemetery orders - 1,063 (2016);934 (2017); 1,114 (2018) Lottery licences - 126 (2016); 125 (2017); 119 (2018) General licences - 316 (2016); 296 (2017); 296 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** All of the services noted above are provided with the City's own resources.

City of Sault Ste Marie

Municipal Service Profile
City Clerk - Other

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Clerks - Other	Mandatory	Internal	$ -	$ -	$ -	0.0
Quality Management	Traditional	Internal	$ 33,250	$ -	$ 33,250	0.0
Election Expense	Mandatory	Internal	$ 75,000	$ -	$ 75,000	0.0
Cultural Grant - Walk of Fame	Traditional	Internal	$ 2,000	$ -	$ 2,000	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 110,250	$ -	$ 110,250	-

City of Sault Ste Marie

Municipal Service Profile
Corporate Communications

Program
Corporate Services

Organizational Unit
Corporate Communications

Type of Service
Internal and external

Budget (in thousands)		
Operating Costs	$	-
Revenues	$	-
Net Levy	**$**	**-**
FTE's		**2.0**

Service Overview

Corporate Communications develops communications strategies to inform and engage the community about key initiatives, and creates the tactics to execute those strategies. This can include websites, social media, e-newsletters, advertising, media releases, media conferences, public events and announcements, and media relations. The City's communications function is also responsible for issues management through daily media scans, policy development pertaining to social media, media relations and visual identification (branding), and coaching/training staff who interact with the media.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary		The scope of the City's activites with respect to corporate communications is consistent with other municipalities.	

Service Value

Corporate Communications informs and engages residents on civic and Council projects and initiatives and acts as a sounding board for community responses and feedback. In doing so, Corporate Communications helps to promote transparency, openness and community engagement

Performance and Benchmarking

The City currently does not track key performance indicators for corporate communications activities. At a minimum, we suggest that the City monitor any results from citizen satisfaction surveys.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of Clerks services based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

Basis for Delivery

Traditional – Similarly sized municipalities typically maintain a corporate/strategic communications function.

Organizational Consideration

The City's corporate communications function does not include any services that are typically found elsewhere in the organization and the services that fall within this function are strategic in nature.

City of Sault Ste Marie

Municipal Service Profile
Corporate Communications

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City staff and elected officials (internal communications) • City residents (external communications) • Media
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Not applicable
Service Output	The output of a service that fulfills a recognized client's need.	(1) Communications and information dissemination with respect to City services, initiatives and other matters (traditional and non traditional) (2) Internal policy development (3) Coaching and training of staff
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Rules (2) Implementing changes (3) Education and training encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Website page views - 1,242,050 (2016); 1,169,822 (2017); 1,309,706 (2018) Twitter followers - 3,395 (2016); 4,058 (2017); 4,593 (2018) Facebook followers - 1,515 (2016); 2,048 (2017); 2,689 (2018) YouTube views - 3,201 (2016); 3,613 (2017); 2,778 (2018) LinkedIn followers - 643 (2016); 711 (2017); 827 (2018) News releases - 136 (2016); 168 (2017); 168 (2018) Corporate special events - 4 (2016); 5 (2017); 4 (2018) Corporate advertising - 93 (2016); 73 (2017); 68 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Corporate communications is provided primarily with internal resources but the City may purchase specialized communication services when needed.

City of Sault Ste Marie

Municipal Service Profile
Corporate Communications

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Corporate Communications	Essential	Own Resources	$ -	$ -	$ -	2.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ -	$ -	$ -	2.0

City of Sault Ste. Marie

Municipal Service Profile
Corporate Finance

Program
Corporate Services

Organizational Unit
Corporate Finance

Type of Service
Internal and external

Budget (in thousands)		
Operating Costs	$	2,656
Revenues	$	(117)
Net Levy	**$**	**2,539**
FTE's		**27.3**

Service Overview

Finance provides financial leadership, planning, advice, guidance (i.e. policies) and reporting to internal and external stakeholders as well as transactional services relating to accounts payable, accounts receivable, general ledger, banking, payroll and tangible capital assets, along with contributing to business process, corporate credit card administration, redesigning financial system configuration and testing. Financial also assists City service areas with the purchasing of goods and services through the issuance of purchase orders, the issuance and management of request for proposals, competitive tenders, formal quotations, and overall compliance with bylaw.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

The City's financial services are consistent with those undertaken by other similar sized municipalities.

Service Value

Finance contributes to financial sustainability and flexibility by undertaking financial planning and analysis in connection with municipal decisions and strategies. Finance contributes to the safeguarding of the City's financial assets by ensuring policies, procedures, and internal controls are effective. Through it's purchasing function, Finance contributes towards the delivery of municipal services through the acquisition of goods and services on a timely and effective basis while at the same time maximizing value for ratepayers.

Performance and Benchmarking

The City currently does not track key performance indicators for finance activities. At a minimum, we suggest the City consider monitoring the following effectiveness indicators:

- Invoice processing time (percentage of invoices processed within xx days of receipt)
- Financial statement reporting timeframes (internal and external reporting)
- Percentage of purchases subject to fomal procurement mechanisms (e.g. PO's, RFP's, tenders)

The City's finance cost per household is the lowest of the five comparator municipalities (Sudbury, Thunder Bay, Peterborough, North Bay, Timmins), with a reported cost of $62.27 vs. an average of $94.68 for the comparator municipalities.

Basis for Delivery

Mandatory – Pursuant to Section 286(1) of the Municipal Act, 2001, all Ontario municipalities are required to appoint a treasurer "who is responsible for the handling of all financial affairs of the municipality on behalf of and in a manner directed by the council of the municipality". Section 270 (1) of the Municipal Act, 2001, requires Ontario municipalities to adopt a policy for the procurement of goods and services.

Organizational Considerations

In recent years there has been an increased emphasis placed on, and legislative requirement for, asset management capabilities for municipalities. In response, some municipalities are establishing asset management divisions within their finance functions, with responsibility for asset management planning, policy development and financing strategy development.

City of Sault Ste. Marie

Municipal Service Profile
Corporate Finance

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council • City departments and employees • Third parties involved in financial transactions with the City • Third parties receiving financial reporting from the City
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents who benefit from the financial decision-making undertaken by the City • Other levels of government
Service Output	The output of a service that fulfills a recognized client's need.	(1) Financial policy, planning and analysis (2) Financial transaction processing (3) Financial reporting (4) Procurement management (5) Advice to other departments
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Units of resource (3) Advisory encounters (4) Units of resource (5) Advisory encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Cheques processed - 4,816 EFT's - 8,870 PAPs - 8,008 Cheques processed - 4,816 # of tax accounts - 29,515 # of T4s issued - 1619 # of journal entries - 3,788 Financial information return submission date - June 2018 Budget approval date - February 2019 (moved from December due to 2018 election) Purchase orders issued - 3,242 Requests for proposal issued - 38 Tenders issued - 28
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The administration of the City's financial services are predominately delivered through internal resources

City of Sault Ste. Marie

Municipal Service Profile

Corporate Finance

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Finance - Administration	Mandatory	Internal	$ 636,646	$ -	$ 636,646	5.0
Finance - Accounting and Tax	Mandatory	Internal	$ 1,510,855	$ (117,400)	$ 1,393,455	18.3
Finance - Banking Fees	Mandatory	Internal	$ 65,000	$ -	$ 65,000	0.0
Finance - Financial Fees	Mandatory	Internal	$ 87,700	$ -	$ 87,700	0.0
Finance - Purchasing	Essential	Internal	$ 355,428	$ -	$ 355,428	4.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 2,655,629	$ (117,400)	$ 2,538,229	27.3

City of Sault Ste Marie

Municipal Service Profile
Information Technology

Program
Corporate Services

Organizational Unit
Finance

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	2,340
Revenues	$	(18)
Net Levy	**$**	**2,322**
FTE's		**10.0**

Service Overview

Information Technology Services is responsible for the planning, management and support of the City's information technology, including hardware, software, network, printing, development, enterprise and business applications, core systems, service desk, data services, mobility, messaging and information security.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional		The scope of the City's activities with respect to information technology is consistent with other municipalities but the cost per household is 34% lower than the municipal average.	
Discretionary			

Service Value

Information Technology Services provides a high performing and secure computing environment for the City through a purpose driven investment in technology, people, planning and process improvement. ITS delivers applications that increase the efficiency and effectiveness of public services. Information Technology delievers service value in areas of Operations (improve business funcionality and processes), Organization (improve teamwork collaboration & communication), Strategic (assist in achieving corproate goals), Service (improve information access & quality) and Financial (reduce costs and assist in revenue growth).

Performance and Benchmarking

The City currenly does not track key performance indicators for information technology activities. At a minimum, we suggest that the City monitor the percentage of closed tickets and measure the average time required to close tickets (tickets could be split out from routine issues and those require more resources).

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's information technology:

- Has the lowest operating cost per household ($67.85 vs. an average of $91.09 for the comparator municipalties)

Basis for Delivery

Essential – Information technology is critical to the effective and efficient delivery of municipal services.

Organizational Considerations

The City's information technology function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Information Technology

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City departments • City employees • Residents
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City who benefit from the services delivered by the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Planning (2) IT systems management and support (3) IT security (4) Advice and assistance to other City departments (5) Information data management (6) IT infrastructure and technologies
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Units of resource (3) Periods of protection (4) Advisory encounters (5) Units of resource (6) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	PC Workstations - 415 Laptops - 74 Printers - 86 MFPs - 22 MS Window servers (virtual and standard) - 46 Smartphones/SmartDevices - 254 Telephones - 433 Managed Active Directory Users/Email Inboxes - 1,059 Security DVR - 22 Security cameras - 110 Centaur Security - managed doors /gates - 74
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Information Technology services is primarily provided with internal resources but may use third party service providers when necessary.

City of Sault Ste Marie

Municipal Service Profile
Information Technology

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Finance - Information Technology	Essential	Internal	$ 2,339,720	$ (18,250)	$ 2,321,470	10.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 2,339,720	$ (18,250)	$ 2,321,470	10.0

City of Sault Ste Marie

Municipal Service Profile
Human Resources

Program
Corporate Services

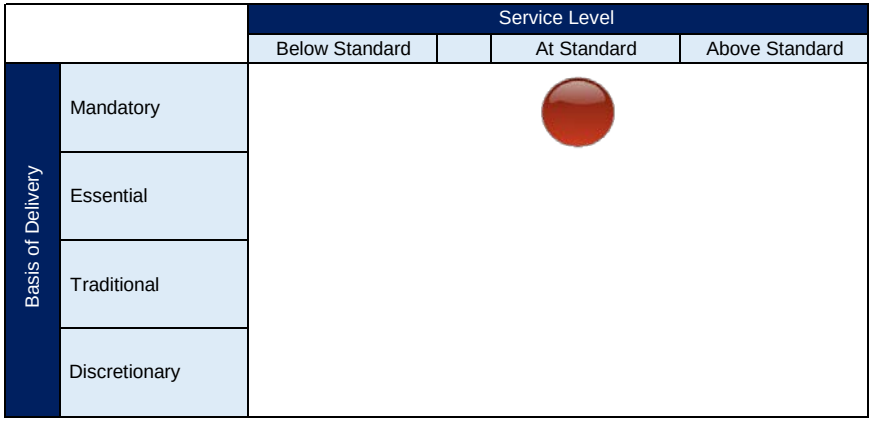
Organizational Unit
Human Resources

Type of Service
Internal and external

Budget (in thousands)		
Operating Costs	$	2,006
Revenues	$	(2)
Net Levy	**$**	**2,004**
FTE's		**8.3**

Service Overview

Human Resources is responsible for the provision of all human resource services to all Service Areas. HR services include but are not limited to labour relations, occupational health & safety, recruitment & staffing, attendance & disability management, Performance Management, organizational design, pension & benefits, compensation management & recognition, and corporate learning.
Through regular orientation, customer service and facilitated information sessions Human Resources acts as the reference point of any related employment enquiries, complaint management. HR remains the link between the Corporation and the employees who peform the services delivered to the public.



Service Value

Human Resources is responsible for maintaining an appropriate staffing level and assist departments in managing a productive workforce, by providing programs and supports to the employees of the Corporation. It ensures legislative compliance in the areas to include Ontario Human Rights, Labour Relations, ESA, Occupational Health & Safety and the OMERS Act, WSIA , Pay Equity Act. As internal consultants to our management group, Human Resources balances the interest and well being of the employees with the Corporate liability protection that is rooted in best practice Human Resources.

Performance and Benchmarking

The City currenly does not track key performance indicators for human resources activities. At a minimum, we suggest that the City monitor the HR staffing ratio (the industry standard is 1 HR employee per 100 employees); HR costs (HR salaries and benefits) per FTE; recruitment time-to-fill (duration of time to fill positions directly corresponds to HR staffing ratios);operating cost per Hire; and HR expense ratio (HR expense / total operating expense).

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's human resources:

- Has the second lowest operating cost per household ($39.16 vs. an average of $50.23 for the comparator municipalties)

Basis for Delivery

Mandatory – An effective human resources function is recognized as essential to ensure that the needs of both employees and the Corporation are met, allowing it to deliver services to residents.

Organizational Considerations

The City's human resources function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Human Resources

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City employees (for personal employee matters) • City management (for corporate human resource support) • Collective bargaining units • Other agencies and boards that receive HR support (Police, library)
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City, who benefit from the work undertaken by City employees
Service Output	The output of a service that fulfills a recognized client's need.	(1) Recruitment and retention (2) Labour relations (3) Occupational health and safety (4) Employee and client relations (5) Benefits adminstration (6) Return to work (7) Employee engagement (8) Learning and development (9) Pension and Compensation Mgmt (10) Policy development and enforcement
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Advisory encounters (2) Periods of agreement (3) Periods of protection (4) Periods of agreement (5) Implementing changes (6) Implementing changes (7) Advocacy and promotional encounters (8) Education and training encounters (9) Implementing changes (10) Creating and changing rules
Service Output Level	The quantum of service outputs provided to direct clients.	The City provides HR services to its 1,300 employees, oversees 8 collective bargaining agreements on behalf of the Corporation and oversees 3 collective bargaining agreements on behalf of the City's public library and an additional 3 for the City's police service. Grievances - 55 (2016); 28 (2017); 45 (2018) Recruitments (Total positions filled) - 454 (2016); 350 (2017); 441 (2018) Separations - 359 (2016); 247 (2017); 208 (2018) WSIB reported accidents - 178 (2016); 176 (2017); 206 (2018) Sick leave claims - 141 (2016); 129 (2017); 132 (2018) LTC claims - 29 (2016); 24 (2017); 27 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Human resources related services are provided by the City with their own resources but interact and manage large volume functions with the assistance of third party service providers for EAP services, WSIB, arbitration and attendance verification process.

City of Sault Ste Marie

Municipal Service Profile
Human Resources

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)				
			Operating Costs	Non-Taxation Revenue		Net Levy Requirement	FTEs
Human Resources	Mandatory	Internal	$ 2,006,296	$ (1,540)		$ 2,004,756	8.3
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
Total			$ 2,006,296	$ (1,540)		$ 2,004,756	8.3

KPMG

City of Sault Ste Marie Third Party Review

Appendix C - Legal Services

Service Profiles



Legal Services
Service Profile Summary

Number of services/service profiles	**3**
Total operating costs (in thousands)	**$3,411**
Net municipal levy (in thousands)	**$1,149**
Full-time equivalent staff	**15**

Services by Basis of Delivery, Service Level and Net Levy



Net Levy Requirement

- < $1 million
- $1 million to $5 million
- $5 million to $10 million
- >$10 million

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

Legal Services
Service Profile Summary

Service	Basis of Delivery	Service Level	Operating Costs (in thousands)	Revenues (in thousands)	Net Levy (in thousands)	FTEs
City Solicitor and Legal Services	Essential	At Standard	$989	$912	**$77**	7.0
Risk Management	Essential	At Standard	$1,441	-	**$1,441**	1.0
Provincial Offences Act – Administration	Mandatory	At Standard	$981	$1,350	**($369)**	7.0

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

City of Sault Ste Marie

Municipal Service Profile
Legal

Program
Corporate Services

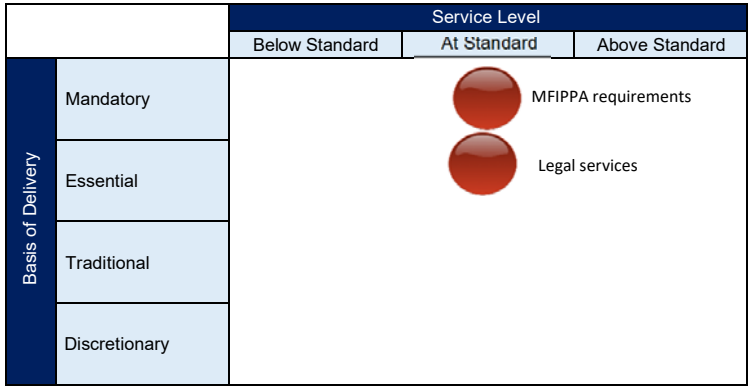
Organizational Unit
Legal

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	989
Revenues	$	(912)
Net Levy	**$**	**77**
FTE's		**7.0**

Service Overview

The Legal Department provides a broad range of legal, technical and reference services to all branches of the City's operations. The service involves not only responding to immediate ongoing needs for legal services but also involves the reduction of potential liability by identifying possible problem areas and planned legislation. The Legal Department's responsibilities include the acquisition and sale of properties on behalf of the Municipality as well as preparation and management of leases, licences of occupation, easements, encroachments, agreements and the administration of the street and lane closing policy. It also administers the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), handling access to information requests and privacy related matters.



Service Value

Premium quality, responsive and cost effective legal services ensure that the interests of the City are protected. Legal Services supports the City's core values and supports Civic Administration so they can continue to provide valuable public services.
Adherence to MFIPPA by providing a right to access to information under the Act. It also ensures the privacy related matters are appropriately dealt with in accordance with legislation and best practice.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with legal services. At a minimum, we suggest that the City monitor compliance with provincial legislation - MFIPPA requests.

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's legal services function:

- Has the second lowest operating cost per household ($28.13 vs. an average of $57.88 for the comparator municipalties).

Basis for Delivery

Essential – Effective legal representation and counsel is essential to the City's ability to deliver services.
Mandatory – Documentation management, including responding to information requests, are required to be delivered by regulation or legislation (MFIPPA and Municipal Act).

Organizational Considerations

The City's legal services function does not include any services that are typically found elsewhere in the organization. However, the preparation of site plan agreements is currently delivered by the City's planning unit opposed to legal services; Legal prepared a template Site Plan Agreement for Planning and Planning inserts the particulars into the Site Plan Agreement. When there are unusual clauses or unique circumstances, Legal will draft such clauses.

City of Sault Ste Marie

Municipal Service Profile
Legal

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council • City management/City departments
Indirect Contact	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City who benefit from the legal advice and representation provided by Legal services • Individuals requesting access to information under the MFIPPA • Appraisers and surveyors • Developers • Other lawyers • Constituents
Service Output	The output of a service that fulfills a recognized client's need.	(1) Legal advice (2) Legal representation (3) Realty services (4) Processing of MFIPPA requests (5) Negotiations (6) Preparation of bylaws and agreements
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Advisory encounters (2) Advocacy and promotional encounters (3) Advisory encounters (4) Advisory encounters (5) Periods of agreement (6) Creating and changing rules
Service Output Level	The quantum of service outputs provided to direct clients.	2019 Stats are as of June 24/19 Bylaw work - 233 (2018); 142 (2019) Council reports - 62 (2018); 18 (2019) Hearings - 68 (2018); 41 (2019) Teraview registration and searches - 359 (2018); 381 (2019) Property matters - 12 (2018); 82 (2019) FOI requests - 82 (2018); 39 (2019) Warning letters issued - 26 (2018); 12 (2019) Agreements - 104)2019 to date)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined** - Legal services are primarily provided with internal resources but the City will seek outside expertise on occasion.

City of Sault Ste Marie

Municipal Service Profile
Legal

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Legal - Administration	Essential	Internal	$ 970,142	$ (911,698)	$ 58,444	7.0
City Owned Land	Essential	Internal	$ 19,000	$ -	$ 19,000	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 989,142	$ (911,698)	$ 77,444	7.0

City of Sault Ste Marie

Municipal Service Profile
Risk Management

Program
Corporate Services

Organizational Unit
Legal

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	1,441
Revenues	$	-
Net Levy	**$**	**1,441**
FTE's		**1.0**

Service Overview

Risk Management is responsible for coordinating protection of assets. It contributes towards the effective, efficient management of risk by evaluating controllable and insurable risks, undertaking claims management and optimizing costs through risk transfer to others via contractual agreements and insurance coverage.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

Service Value

The goal of the City is to limit risk. Risk Management provides services that sustain or enhance quality of life. Loss prevention plays a key role in the City's risk management culture.

Risk management also processes and manages the handling of all claims filed against the City including serving relevant documents from City departments and liaising with Insurance Adjuster. The Risk Manager is also the City's representative in discoveries.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with risk management. At a minimum, we suggest that the City monitor loss frequency.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of legal services based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

- Has the second lowest operating cost per household ($28.13 vs. an average of $57.88 for the comparator municipalties).

Basis for Delivery

Essential – Effective risk management is essential to the City's ability to deliver services.

Organizational Considerations

The City's risk management function does not include any services that are typically found elsewhere in the organization and can be typically found within a municipality's legal services.

City of Sault Ste Marie

Municipal Service Profile
Risk Management

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council • City employees/City Departments
Indirect Contact	A set of parties that benefits from a service value without receiving the service output directly.	• Insurance companies that benefit from the City's risk management initiatives • Residents and organizations in the community that benefit from risk reduction strategies for City programs and facilities • Claimants • Employees • Other lawyers • Insurer
Service Output	The output of a service that fulfills a recognized client's need.	(1) Claim and risk management assessments (2) Risk management and mitigation strategies (3) Municipal insurance
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) New knowledge (2) Creating and changing rules (3) Creating and changing rules
Service Output Level	The quantum of service outputs provided to direct clients.	Number of claims received: 2016 - 122; 2017 - 160; 2018 - 165; 2019 - 291 (as of Sept 13/19) Number of transactions (sent to the adjuster): 2016 -212; 2017 - 152; 2018 - 75 Adjusting fees paid: 2016 - $69,145; 2017 - $45,194; 2018 - $22,750
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Risk management services are provided by the City's own resources within the City's legal department.

City of Sault Ste Marie

Municipal Service Profile
Risk Management

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Legal - Insurance	Mandatory	Internal	$ 1,440,736	$ -	$ 1,440,736	1.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,440,736	$ -	$ 1,440,736	1.0

City of Sault Ste Marie

Municipal Service Profile
Provincial Offences Act - Administration

Program
Corporate Services

Organizational Unit
Legal

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	981
Revenues	$	(1,350)
Net Levy	**$**	**(369)**
FTE's		**7.0**

Service Overview

City's Provincial Offences Act ('POA') Division provides court support and administrative services to the public and justice stakeholders within their respective cachement area which includes 19 municipalities,2 First Nations and several other public sector partners. The City manages two court rooms - 1 within the City and a second in another municipality (Wawa). It provides counter service to individuals wishing to pay fines or file court documents and manages court documents filed by enforcement agencies.

The POA Division must comply with all requirements of the Ministry of the Attorney General including reporting requirements, audits, etc.

	Service Level		
	Below Standard	At Standard	Above Standard
Basis of Delivery: Mandatory			
Basis of Delivery: Essential			
Basis of Delivery: Traditional			
Basis of Delivery: Discretionary			

Service Value

The administration of POA contributes towards the efficient provision of judicial hearings and the management of Provincial Offences Act fines.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with POA. For the purposes of tracking performance, proposed performance indicators is the number of prosecutions (by Part) and how many of those are disposed of before going to trial and cost recovery

Number of prosecutions vs disposed before trial

Part I

2016 - 97% 2017 - 94% 2018 - 90%

Part III

2016 - 50% 2017 - 64% 2018 - 37%

Cost recovery

2019 - 137.7%

Basis for Delivery

Mandatory – The City is defined as the Municipal Partner by the Ministry of the Attorney General for the purposes of the administration of the Provincial Offences Act.

Organizational Considerations

POA services are considered to to be a corporate service and appear to be delivered in a consistent manner in relation to other muncipalities who provide this service.

City of Sault Ste Marie

Municipal Service Profile
Provincial Offences Act - Administration

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City and municipal partners • Enforcement agencies pursuing actions under the Provincial Offences Act
Indirect Contact	A set of parties that benefits from a service value without receiving the service output directly.	• Individuals undergoing legal proceedings or paying fines under the Provincial Offences Act • Other lawyers and paralegals • Justices of the Peace • Provinicial ministries - MTO, MNR, MLO, MAG • Crown Attorney Office
Service Output	The output of a service that fulfills a recognized client's need.	(1) Management of court (2) Collection of fines (3) Court support
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource (3) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	Part I Received 2016 - 10,817; 2017 - 9,445; 2018 - 11,178 Part II Received 2016 - 11,502; 2017 - 10,333; 2018 - 10,891 Part III Received 2016 - 876; 2017 - 902; 2018 - 1,120 Part III - Buidling and Fire Code 2016 - 30; 2017 - 60; 2018 - 90; 2019 (as of Sept 13/19) - 120
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The administration of POA is provided with internal resources.

City of Sault Ste Marie

Municipal Service Profile
Provincial Offences Act - Administration

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Legal - POA Administration	Mandatory	Internal	$ 563,476	$ (1,350,000)	$ (786,524)	7.0
Legal - POA Prosecution	Mandatory	Internal	$ 204,770	$ -	$ 204,770	0.0
Legal - POA Court	Mandatory	Internal	$ 212,417	$ -	$ 212,417	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 980,663	$ (1,350,000)	$ (369,337)	7.0

KPMG

City of Sault Ste Marie Third Party Review

Appendix D – Fire Services

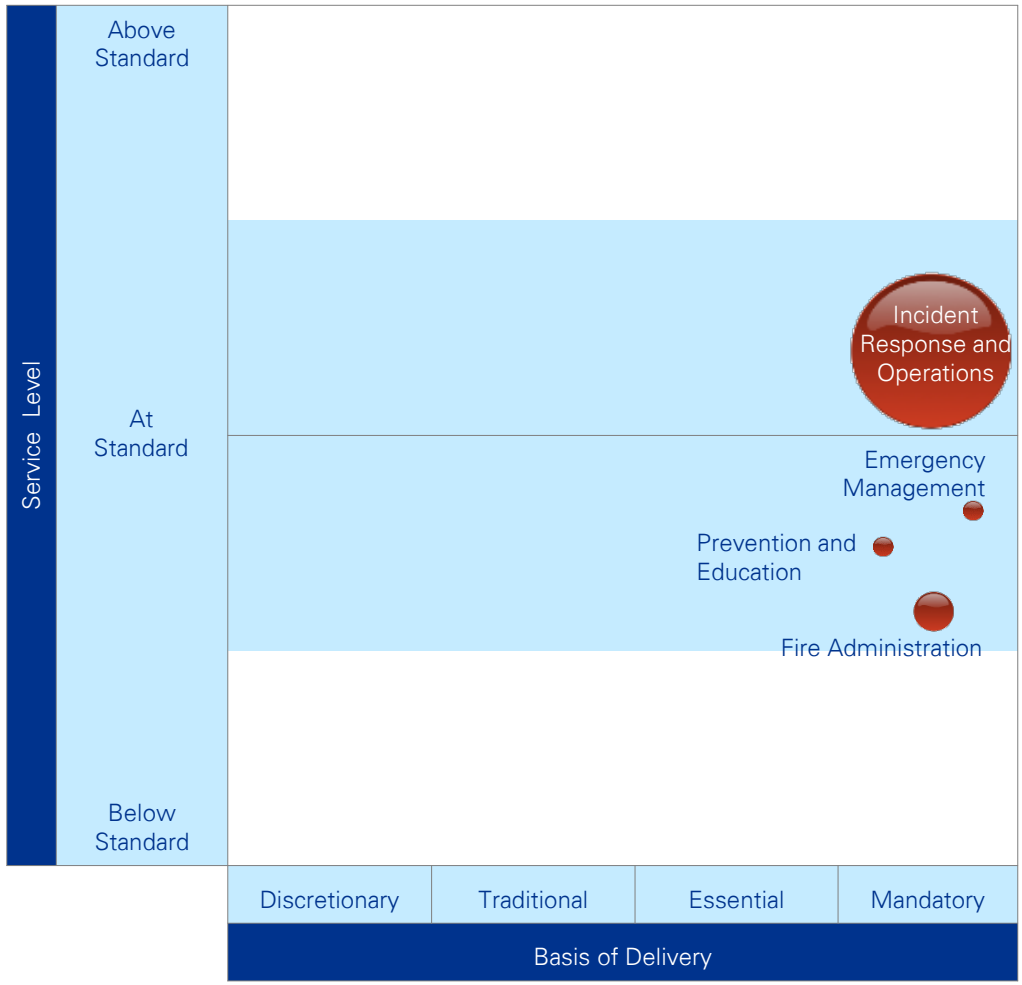
Service Profiles



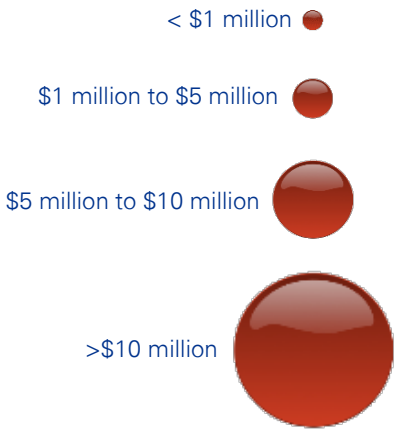
Fire Services
Service Profile Summary

Number of services/service profiles	**4**
Total operating costs (in thousands)	**$13,740**
Net municipal levy (in thousands)	**$13,513**
Full-time equivalent staff	**97**

Services by Basis of Delivery, Service Level and Net Levy



Net Levy Requirement



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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

Fire Services
Service Profile Summary

Service	Basis of Delivery	Service Level	Operating Costs (in thousands)	Revenues (in thousands)	Net Levy (in thousands)	FTEs
Fire Administration	Mandatory	At Standard	$2,364	$225	**$2,139**	7.0
Prevention and Education	Mandatory	At Standard	$741	-	**$741**	8.0
Incident Response and Operations	Mandatory	At Standard	$10,371	-	**$10,371**	81.0
Emergency Management	Mandatory	At Standard	$264	$2	**$262**	1.0

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

City of Sault Ste. Marie

Municipal Service Profile
Fire Administration

Program
Fire

Organizational Unit
Fire - Administration

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	2,364
Revenues	$	(225)
Net Levy	**$**	**2,139**
FTE's		**7.0**

Service Overview

Fire administration provides leadership, planning, guidance, creating policy and procedures to govern the day to day operation. Reporting to internal and external stakeholders as well as compliance with all regulations (MOL, FPPA, OHSA) Create Annual Budget for approval of Municipal Council. Negotiate and abide by Collective Agreement

Basis of Delivery	Service Level: Below Standard	At Standard	Above Standard
Mandatory			
Essential			
Traditional		Considered at standard based on a comparision of costs to other municipalities	
Discretionary			

Service Value

Fire contributes to the adherence of all fire and emergency services planning and analysis in connection with municipal decisions and strategies. Fire contributes to the safeguarding of the City's assets by ensuring building and equiment is maintained and monitored and all firefighters are current with training requirements.

Performance and Benchmarking

The City tracks key performance indicators and activity measures as required by the Office of the Fire Marshal, which are described in further detail on the prevention and incident response profiles.

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City has the third lowest operating cost per household ($391.85 vs. an average of $452.70 for the comparator municipalities).

Basis for Delivery

Mandatory – Section 2(1)(a) of the Fire Prevention and Protection Act (the 'FPPA') requires every municipality to provide such fire protection services as it determines may be necessary in accordance with its needs and circumstances.

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Fire Administration

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council and Management • Third parties (OFMEM) involved in fire and emergency service operations with the City • Third parties receiving reporting from the City
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and visitors • Insurance companies that insure properties and vehicles
Service Output	The output of a service that fulfills a recognized client's need.	(1) Fire and emergency service policy, planning and analysis (2) Reporting (3) Establishing and regulating bylaw
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (3) Advisory encounters (2) Creating and changing rules
Service Output Level	The quantum of service outputs provided to direct clients.	Not applicable
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The administration of the City's fire services are predominately delivered through internal resources

City of Sault Ste. Marie

Municipal Service Profile
Fire Administration

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Fire - Administration	Mandatory	Internal	$ 2,337,968	$ (225,442)	$ 2,112,526	7.0
Fire - Summer Career	Mandatory	Internal	$ 25,737	$ -	$ 25,737	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 2,363,705	$ (225,442)	$ 2,138,263	7.0

City of Sault Ste. Marie

Municipal Service Profile
Fire Prevention and Education

Program
Fire

Organizational Unit
Fire - Prevention and Education

Type of Service
External

Budget (in thousands)		
Operating Costs	$	741
Revenues	$	-
Net Levy	**$**	**741**
FTE's		**8.0**

Service Overview

The City conducts Fire Code inspections, prosecutes non-compliant property owners, investigates the cause and origin of fires and delivers public education programs.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional		Considered at standard as the City's fire prevention and education activities are consistent with guidelines established by the Office of the Fire Marshal.	
Discretionary			

Service Value

Fire Prevention and Education contributes towards improving behaviours with respect to fire safety so as to reduce loss of life, injury to citizens and visitors to the City, and the loss of property due to fire.

Performance and Benchmarking

The effectiveness of the City's prevention and education services can arguably best be measured by the rate of civilan injuries and property losses from fire, as prevention and education activities are intended to reduce both of these measures. A summary of these performance indicators is provided below.

- 2016 - 14 civilian injuries, $4.9 million in property losses due to fire
- 2017 - 11 civilian injuries, $2.5 million in property losses due to fire
- 2018 - 12 civilian injuries, $4.9 million in property losses due to fire

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City has the third lowest operating cost per household ($391.85 vs. an average of $452.70 for the comparator municipalities).

Basis for Delivery

Mandatory – Section 2(1)(b) of the FPPA requires every municipality to establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention.

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Fire Prevention and Education

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Property owners that are subject to fire inspections • Fire Prevention Division provides service to the Community at large
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Occupants of properties that are subject to fire inspections • Insurance companies that insure properties subject to fire inspections
Service Output	The output of a service that fulfills a recognized client's need.	(1) Fire inspections (Fire code compliance) (2) Fire investigations (3) Fire Code prosecutions (4) Public education sessions (5) Burn permit inspections
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Findings (2) Findings (3) Penalties and periods of sanction (4) Education and training encounters (5) Findings
Service Output Level	The quantum of service outputs provided to direct clients.	Fire inspections - 432 (2016); 570 (2017); 613 (2018) Fire investigations - 84 (2016); 91 (2017); 95 (2018) Fire code prosecutions - 33 (2016); 41 (2017); 26 (2018) Public education sessions - 399 (2016); 403 (2017); 424 (2018) Burn permit inspections - 510 (2016); 455 (2017); 368 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The administration of the City's fire prevention and education services are predominately delivered through internal resources

City of Sault Ste. Marie

Municipal Service Profile
Fire Prevention and Education

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Fire - Support	Mandatory	Own Resources	$ 741,188	$ -	$ 741,188	8.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 741,188	$ -	$ 741,188	8.0

City of Sault Ste. Marie

Municipal Service Profile
Incident Response and Operations

Program
Fire

Organizational Unit
Fire - Incident Response and Operations

Type of Service
External

Budget (in thousands)		
Operating Costs	$	10,371
Revenues	$	-
Net Levy	**$**	**10,371**
FTE's		**81.0**

Service Overview

The Fire Operations Division is focused on the delivery of emergency fire protection, emergency medical care and related emergencies to the residents of Sault Ste. Marie. Our goal is to provide quick and efficient emergency service in a compassionate manner.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional		Considered at standard as the City's fire response times are consistent with guidelines established by the Office of the Fire Marshall.	
Discretionary			

Service Value

The Operations Division contributes towards the prevention of loss of life and injury to citizens and non-residents visiting the City, as well as the reduction of property loss due to fires and natural disasters.

Crews at all fire halls respond to fire and other emergencies in the city. Dispatch ensures response is quick and targeted to the nature of the emergency. Staff and equipment are maintained within the Fire department.

Basis for Delivery

Mandatory – Section 2(1)(a) of the Fire Prevention and Protection Act (the 'FPPA') requires every municipality to provide such fire protection services as it determines may be necessary in accordance with its needs and circumstances.

Performance and Benchmarking

From our perspective, total response time ("TRT") is arguably the most meaningful performance measure for incident response and operation (i.e. fire suppression). The City has established an internal standard of responding within 399 seconds (six minutes, 39 seconds) for the 90th percentile of calls, with an added standard of four responders arriving within four minutes travel time ("4 in 4"). A summary of these indicators by station for urban calls in 2018 is provided below:

- Station 1 - 97.6% of target for TRT, 95.7% of target for 4 in 4
- Station 2 - 86.7% of target for TRT, 85.7% of target for 4 in 4
- Station 3 - 82.3% of target for TRT, 4 in 4 not measured (b/c staffing complement at station)
- Station 4 - 83.0% of target for TRT, 4 in 4 not measured (b/c staffing complement at station)

The City has a lower rate of compliance with its standards for rural calls.
In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City has the third lowest operating cost per household ($391.85 vs. an average of $452.70 for the comparator municipalities).

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Incident Response and Operations

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Property and car owners, including owners of properties adjacent to the site of a structural fire or car owners travelling the same city street or highway • Incident victims (property fire or motor vehicle collision)
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Families of individuals involved in fires, motor vehicles accidents or other incidents • Insurance companies that insure properties and vehicles • Property and car owners in general, due to better valuation of properties or lower insurance rates, based on overall benchmarking for the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Fire and rescue incidents mitigated
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Interventions
Service Output Level	The quantum of service outputs provided to direct clients.	Emergency calls received: 2016 - 2,671 total - 113 fire related; 2,431 non fire related 2017 - 2,813 total - 101 fire related; 2,654 non fire related 2018 - 2,855 total - 118 fire related; 2,681 non fire related
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The administration of the City's incident response and operations are predominately delivered through internal resources

City of Sault Ste. Marie

Municipal Service Profile
Incident Response and Operations

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Fire - Suppression	Mandatory	Internal	$ 9,753,052	$ -	$ 9,753,052	77.0
Support Services	Essential	Internal	$ 618,370		$ 618,370	4.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 10,371,422	$ -	$ 10,371,422	81.0

City of Sault Ste. Marie

Municipal Service Profile
Emergency Management

Program
Fire

Organizational Unit
Fire - Emergency Management

Type of Service
External

Budget (in thousands)		
Operating Costs	$	264
Revenues	$	(2)
Net Levy	**$**	**262**
FTE's		**1.0**

Service Overview

Emergency Management provides leadership, guidance and direction to ensure the safety of the community by engaging in mitigation, prevention and preparedness for an emergency. Emergency Management is a legislative service that focuses on (i) emergency operations and training (response plans, infrastructure, best practices, training); and (ii) business continuity, public education, awareness and notification.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

Considered at standard as the City is in compliance with the provision of the Emergency Management and Civil Protection Act

Service Value

Emergency Management contributes towards the safety of residents of the community through prevention mitigation and response to community risks and emergencies. In addition, Emergency Management also works to ensure the continuity of city services in the event of a disruption, ensuring that physical locations, business practices and continuity of government is maintained during disruptions and emergency events.

Performance and Benchmarking

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City has the third lowest operating cost per household ($391.85 vs. an average of $452.70 for the comparator municipalities).

Basis for Delivery

Mandatory – Section 2.1 of the Emergency Management and Civil Protection Act requires all municipalities to develop an emergency management program that involves an emergency plan, training programs, public education and other elements as required by the Province.

Organizational Considerations

In certain municipalities, emergency management services reside within the Office of the Chief Administrative Officer, which is intended to reflect the strategic nature of this service, ensure appropriate executive management participation and provide linkages to communications and other relevant municipal functions.

City of Sault Ste. Marie

Municipal Service Profile
Emergency Management

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City employees • Residents of the City • Emergency response partners
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Emergency response planning (2) Incident management system (3) Training for City personnel and response partners (4) Public education and awareness for residents (5) Emergency operations centre
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Interventions (3) Education and training encounters (4) Education and training encounters (5) Interventions
Service Output Level	The quantum of service outputs provided to direct clients.	To be populated based on information provided by the City.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined** - The administration of the City's emergency services are delivered through both internal and external resources

City of Sault Ste. Marie

Municipal Service Profile
Emergency Management

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Fire - Emergency Management	Mandatory	Internal	$ 264,200	$ (2,000)	$ 262,200	1.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 264,200	$ (2,000)	$ 262,200	1.0

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City of Sault Ste Marie Third Party Review

Appendix E - Public Works and Engineering Services

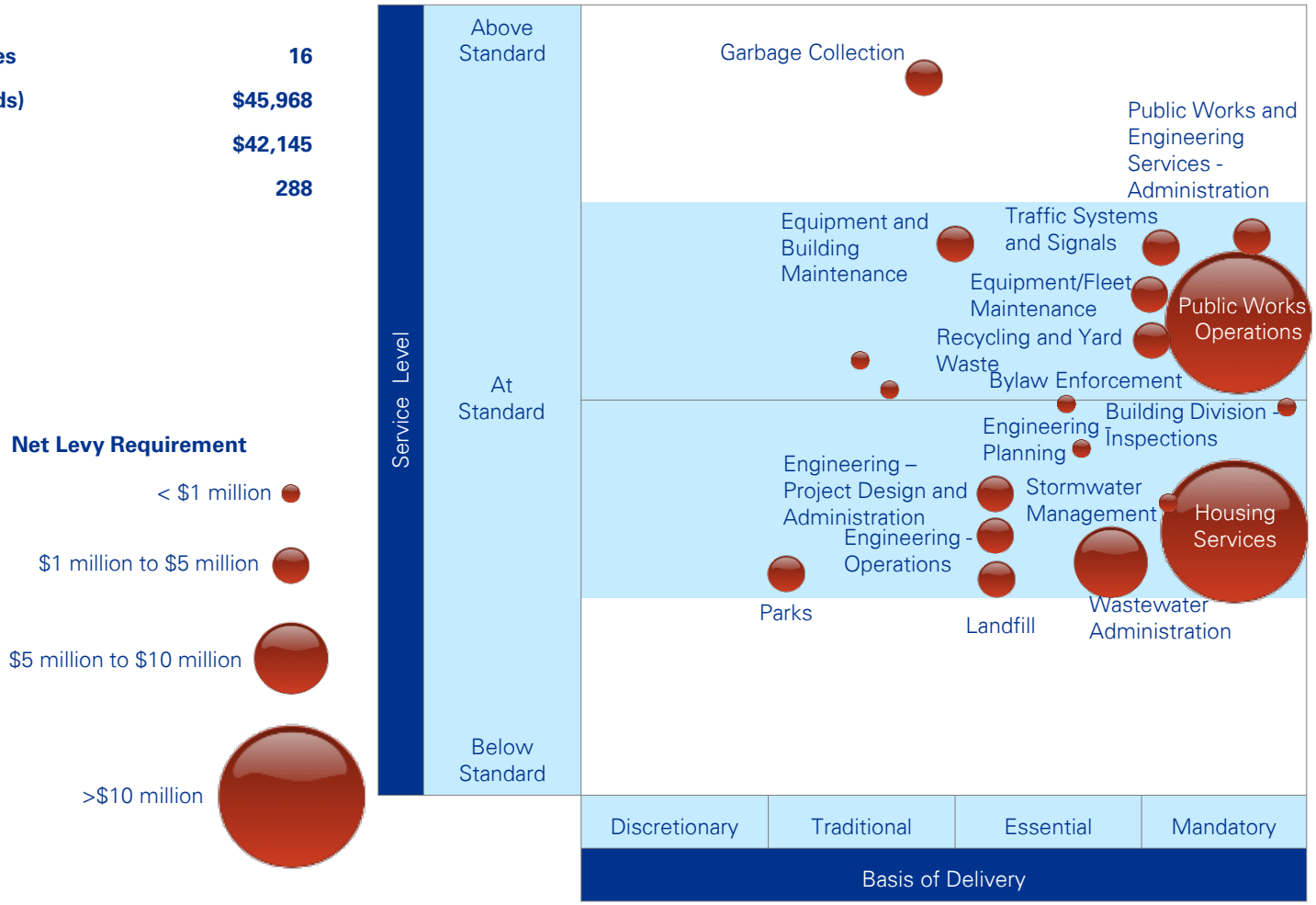
Service Profiles



Public Works and Engineering Services Service Profile Summary

Number of services/service profiles	**16**
Total operating costs (in thousands)	**$45,968**
Net municipal levy (in thousands)	**$42,145**
Full-time equivalent staff	**288**

Services by Basis of Delivery, Service Level and Net Levy



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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

Public Works and Engineering Services Service Profile Summary

Service	Basis of Delivery	Service Level	Operating Costs (in thousands)	Revenues (in thousands)	Net Levy (in thousands)	FTEs
Public Works and Engineering – Administration	Mandatory	At Standard	$1,621	-	**$1,621**	9.0
Public Works – Operations	Mandatory	At Standard	$14,433	$117	**$14,316**	117.0
Traffic Systems and Signal	Mandatory	At Standard	$2,111	-	**$2,111**	18.0
Stormwater Management	Mandatory	At Standard	$615	-	**$615**	-
Equipment/Fleet Maintenance	Mandatory	At Standard	$2,693	-	**$2,693**	38.0
Equipment and Building Maintenance	Essential	At Standard	$1,547	-	**$1,547**	10.8
Garbage Collection	Essential	Above Standard	$5,649	$2,438	**$3,211**	17.0
Recycling and Yard Waste	Mandatory	At Standard	-	-	**-**	-
Landfill	Essential	At Standard	-	-	**-**	-

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

Public Works and Engineering Services Service Profile Summary

Service	Basis of Delivery	Service Level	Operating Costs (in thousands)	Revenues (in thousands)	Net Levy (in thousands)	FTEs
Wastewater Administration	Essential	At Standard	$7,381	$36	**$7,345**	-
Parks	Traditional	At Standard	$3,285	-	**$3,285**	42.8
Engineering Services – Planning	Essential	At Standard	$232	$40	**$192**	2.3
Engineering Services – Project Design and Administration	Essential	At Standard	$1,973	-	**$1,973**	19.7
Engineering Services – Operations	Essential	At Standard	$3,080	-	**$3,080**	-
Building Division – Inspections	Mandatory	At Standard	$1,077	$1,190	**($113)**	10.3
Bylaw Enforcement	Essential	At Standard	$269	-	**$269**	3.3

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Administration

Program
Public Works and Engineering Services

Organizational Unit
Administration

Type of Service
External and Internal

Budget (in thousands)		
Operating Costs	$	1,621
Revenues	$	-
Net Levy	**$**	**1,621**
FTE's		**9.0**

Service Overview

Public Works Administration is responsible for the vision, planning, budgeting and oversight of the City's public works functions. The Administration function involves operationalizing Council's strategies, priorities and directions with respect to the City's public works' infrastructure, acting as a liaison with City Council as well as other municipal departments. The Public Works Adminstration function is also responsible for payroll (time capture), accounts payable processing, the accumulation of information with respect to invoicing for public works' related functions, health and safety training, maintenance of necessary records with respect to Commercial Vehicle Operator's Registration ("CVOR") processes and public works dispatching.

Service Value

The City's Public Work's Administration function contributes towards the overall delivery of public works functions, including transportation and environmental services in a manner that ensures public health and safety in Sault Ste. Marie. Public Works also contributes towards the community's economic development by ensuring the supporting services are provided on a reliable and cost effective and cost effective basis.

Basis for Delivery

Mandatory – Various aspects of the City's public works function are required by Provincial legislation. Provincial regulation also governs how essential non-mandatory services are delivered by the City.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

The scope of the City's Public Works administrative function is consistent with other municipaltiies.

Performance and Benchmarking

The City monitors its performance against its internal service level standards in order to ensure compliance with the established service level standards. Additional information concerning service-specific key performance indicators are provided in the individual service profiles.

A financial comparison of the City's public works activities to the selected comparator municipalities is provided in the individual service profiles. For the purposes of the comparative analysis, we have grouped Public Works Administration with Public Works - Operations as this provides a consistent comparison with the budget formats adopted by the selected comparator municipalities.

Organizational Considerations

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Administration

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council • City departments
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and other users of public works infrastructure and services
Service Output	The output of a service that fulfills a recognized client's need.	(1) Overall management and oversight of public works activities (2) Public works planning and strategy development (3) Advice and assistance to City departments (4) Information and liaison with third parties
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Creating and changing rules (3) Advisory encounters (4) Advisory encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Information concerning the City's public works network and operational responsibilities is included in the individual service profiles.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Own Resources** - Public Works Administration is undertaken predominantly through the City's own resources.

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Administration

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			FTE's
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	
Administration	Mandatory	Own Resources	$ 1,621,178	$ -	$ 1,621,178	9.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,621,178	$ -	$ 1,621,178	9.0

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Operations

Program
Public Works and Engineering Services

Organizational Unit
Operations

Type of Service
External

Budget (in thousands)		
Operating Costs	$	14,433
Revenues	$	(117)
Net Levy	**$**	**14,316**
FTE's		**117.0**

Service Overview

Roads maintenance encompasses the maintenance of the City's road network, including but not limited to (i) winter control (patrol, sanding, salting, snow removal); (ii) roads and bridge repair (pothole patching, utility cut repairs, limited resurfacing); (iii) culvert maintenance and repairs; (iv) sideway maintenance (summer and winter); and (iv) roadside maintenance (brushing, ditching).

Service Value

The City's Operations function contributes towards safe and effective transportation within the City by maintaining a road network that facilitates the movement of passenger vehicles, freight and passengers within the community. Effective road transportation is critical to public safety, quality of life and economic development.

Basis for Delivery

Mandatory – Section 44(1) of the Municipal Act establishes the City's responsibility to keep highways or bridges under its jurisdiction "in a state of repair that is reasonable in the circumstances". Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways (which has been amended by Ontario Regulation 47/13) provides further clarification by establishing minimum maintenance standards for a range of road network maintenance activities.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential		While the City's maintenance standard for roads will exceed those adopted by certain other municipalities and the Province, the higher standard reflects the required level of service given the City's climatic conditions, particularly with respect to winter roads maintenance.	
Traditional			
Discretionary			

Performance and Benchmarking

The City monitors its performance against its internal service level standards, as well as the Provincial Minimum Maintenance Standards, in order to ensure compliance with the established service level standards. In addition to monitoring it's compliance rate, the City may also wish to consider the establishment of targeted Pavement Condition Index averages for arterial, collector and local roads as a means of assessing the overall state of the City's road network against a defined standard. We understand that the City (through its Engineering function) currently undertakes an RMS assessment of its roads on a periodic basis, which could form the basis for a service level standard.

In comparison to the selected comparator municipalities (Sudbury, Thunder Bay, Peterborough, North Bay, Timmins, Sarnia), the City has the highest reported operating cost for roads maintenance per lane kilometre ($18,205 per lane kilometer vs. an average of $12,776 for the comparator municpalities). We attribute the higher cost of road maintenance in Sault Ste. Marie, at least in part, to (i) climatic conditions, specifically heavier winter snow falls that result in higher winter roads maintenance costs; (ii) direction from Council for snow removal at levels that are higher than the comparator municipalities; and (iii) the adoption by some municipalities of maintenance standards that reflect the lower service level established by the Provincial Minimum Maintenance Standards.

Organizational Considerations

The scope of responsibilities for traffic and communications functional units will sometimes include (i) transportation engineering and master planning, so as to ensure a direct linkage between planning and operations; and (ii) forestry operations, given that inter-relationship between roadside and roadway operations and the ability to achieve seasonal balancing of resource demands.

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Operations

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Users of the City's road network • Pedestrians using the City's sidewalk network
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and other parties that benefit from effective transportation (e.g. individuals requiring ambulance services)
Service Output	The output of a service that fulfills a recognized client's need.	(1) Winter roads maintenance (2) Summer roads maintenance (3) Roadside maintenance (4) Bridge maintenance (5) Drainage maintenance (6) Sidewalk maintenance
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Care and rehabilitation encounters (2) Care and rehabilitation encounters (3) Care and rehabilitation encounters (4) Care and rehabilitation encounters (5) Care and rehabilitation encounters (6) Care and rehabilitation encounters
Service Output Level	The quantum of service outputs provided to direct clients.	The City's road network is comprised of 1,207 lane kilometers of roadway (including middle turning lanes), which are maintained based on maintenance routes and zones established by the City.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Own Resources** - Roads maintenance activities are undertaken predominantly through the City's own resources, with the City sometimes utilizing outside contractors and rented equipment.

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Operations

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			FTE's
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	
Roadways	Mandatory	Own Resources	$ 3,362,395	$ (48,810)	$ 3,313,585	103.0
Sidewalks	Mandatory	Own Resources	$ 958,209	$ -	$ 958,209	0.0
Winter control	Mandatory	Own Resources	$ 6,893,154	$ (67,965)	$ 6,825,189	0.0
Operations Administration, Supervision and Overhead	Mandatory	Own Resources	$ 3,219,719	$ -	$ 3,219,719	14.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 14,433,477	$ (116,775)	$ 14,316,702	117.0

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Traffic Systems and Signals

Program
Public Works and Engineering Services

Organizational Unit
Traffic and Communications

Type of Service
External

Budget (in thousands)		
Operating Costs	$	2,111
Revenues	$	-
Net Levy	**$**	**2,111**
FTE's		**18.0**

Service Overview

Traffic Signals and Systems is responsible for the maintenance of the City's system of traffic signals, illumination, signs and pavement markings.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory		The City is compliant with its established maintenance standards, which are generally consistent with standards established by other municipalities.	
Essential			
Traditional			
Discretionary			

Service Value

The City's Traffic and Communications function contributes towards a consistent service standard for traffic signals and communications that meets applicable Provincial regulation. The maintenance of traffic signals and communications minimizes potential accidents involving motor vehicles and/or pedestrians and facilitates the effective and safe movement of vehicles throughout the City.

Basis for Delivery

Mandatory – Section 44(1) of the Municipal Act establishes the City's responsibility to keep highways or bridges under its jurisdiction "in a state of repair that is reasonable in the circumstances" with Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways (which has been amended by Ontario Regulation 47/13) providing further clarification by establishing minimum maintenance standards for a range of road network maintenance activities. In addition, Ontario Regulation 239/02 establishes inspection and repair/replacement requirements for traffic signs and the Ontario Traffic Manual, Book 11, establishes minimum requirements for pavement, hazard and delineation markings (including painting)

Performance and Benchmarking

The City monitors its performance against Provincial and internal minimum maintenance standards.

For the purposes of financial benchmarking, we have consolidated Traffic Systems and Signals with Operations so as to provide a consistent financial presentation with the comparator municipalities.

Organizational Considerations

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Traffic Systems and Signals

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Users of the City's road network • Pedestrians that utilize controlled intersections
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and other parties that benefit from effective transportation (e.g. individuals requiring ambulance services)
Service Output	The output of a service that fulfills a recognized client's need.	(1) Traffic signal maintenance
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Care and rehabilitation encounters
Service Output Level	The quantum of service outputs provided to direct clients.	To be completed - number of road signs, number of traffic lights
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Own Resources** - Traffic signal maintenance activities are undertaken predominantly through the City's own resources, with the City sometimes utilizing outside contractors and rented equipment.

CITY OF SAULT STE. MARIE

Municipal Service Profile
Public Works - Traffic Systems and Signals

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			FTE's
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	
Traffic and Operations	Mandatory	Own Resources	$ 1,486,739	$ -	$ 1,486,739	11.0
Carpentry	Mandatory	Own Resources	$ 624,239	$ -	$ 624,239	7.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 2,110,978	$ -	$ 2,110,978	18.0

City of Sault Ste. Marie

Municipal Service Profile
Public Works - Stormwater Management

Program
Public Works and Engineering Services

Organizational Unit
Stormwater

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	615
Revenues	$	-
Net Levy	**$**	**615**
FTE's		**-**

Service Overview

The City's stormwater management infrastructure undertakes capital and maintenance work on the collection and conveyance systems for stormwater flows.

Service Value

Effective stormwater management provides a range of benefits to the City and its residents, including (i) improving public safety and reducing property losses through the prevention of flooding; (ii) reducing wastewater treatment operating costs through lower infiltration and inflows into the wastewater collection system; and (iii) source water protection of the City's drinking water sources.

Basis for Delivery

Essential – The provision of effectivestormwater management is critical to ensuring the public health and safety of residents. Under the Municipal Act, there is no requirement for municipalities to maintain stormwater management systems. Where municipalities choose to maintain these systems. the provisions of the legislation such as the Ontario Water Resources Act, the Municipal Drainage Act and Clean Water Act – and their associated regulations – dictate service level requirements for municipalities.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential		Considered at standard based on a comparison of costs to other municipalities	
Traditional			
Discretionary			

Performance and Benchmarking

Key performance indicators to be discussed.

In comparison to the selected comparator municipalities (Sudbury, Thunder Bay, Peterborough, North Bay, Timmins, Sarnia), the City has the second lowest reported operating cost for stormwater management maintenance per kilometre of stormwater main ($2,050 per kilometer of mains vs. an average of $3,299 for the comparator municpalities).

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Public Works - Stormwater Management

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Residents and property owners that benefit from effective stormwater management • Property developers constructing stormwater management infrastructure
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Watershed partners that benefit from ground water protection benefits
Service Output	The output of a service that fulfills a recognized client's need.	(1) Input into future operating and capital budgeting needs (2) Infrastructure maintenance and remediation (3) Advice and assistance to other departments (4) Input and response to development applications
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Care and maintenance encounters (3) Advisory encounters (4) Periods of permission
Service Output Level	The quantum of service outputs provided to direct clients.	The City's stormwater management infrastructure consists of 324 km of urban stormwater mains and five km of rural stormwater mains.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Storm water maintenance services are predominately delivered through internal resources

City of Sault Ste. Marie

Municipal Service Profile
Public Works - Stormwater Management

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Storm sewers	Essential	Own Resources	$ 614,941	$ -	$ 614,941	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 614,941	$ -	$ 614,941	-

614,941

City of Sault Ste Marie

Municipal Service Profile
Equipment/Fleet Maintenance

Program
Public Works and Engineering Services

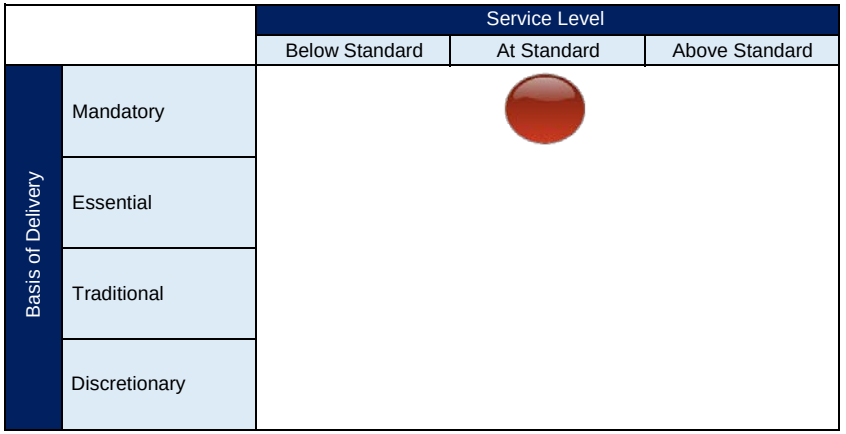
Organizational Unit
Equipment and Building Maintenance

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	2,693
Revenues	$	-
Net Levy	**$**	**2,693**
FTE's		**38.0**

Service Overview

The Equipment and Fleet Maintenance unit provides support to the City's Public Works division and are responsible for the maintenance of all moveable equipment and municipal fleet excluding fire, police and transit which provide their own fleet maintenance. This unit also has a stores function.
This unit is also responsible for the maintenance of a number of public works facilities including the yard, the administration building, main garage, 4 storage garages, the salt dome, and carpentry shop.



Service Value

Equipment and fleet maintenance services ensure that the City has access to vehicles and moveable equipment that support the delivery of a range of municipal services to residents and other customers.

Performance and Benchmarking

The City currently does not track key performance indicators for equipment/fleet maintenance activities. At a minimum, we suggest that the City monitor compliance with respect to provincial legislation and regulation - Commercial Vehicle Operator's Registration ('CVOR') and the time required to complete and clear work order requests.
For the purposes of our comparative analysis of the City's cost of service against comparator municipalities, fleet costs have been consolidated with roads costs and are presented in the Public Works - Operations service profile.

Basis for Delivery

Mandatory – The City's fleet management activities are required under the provisions of the Commercial Vehicle Operator's Registration ("CVOR") requirements, which are prescribed by the Highway Traffic Act.

Organizational Considerations

The City's equipment/fleet maintenance function is a service that is typically centralized and not delivered in the current decentralized approach that the City currently uses:
Additionally, there is a building maintenance function that belongs to this unit and similar to fleet maintenance, this is commonly a centralized function.

City of Sault Ste Marie

Municipal Service Profile
Equipment/Fleet Maintenance

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City departments that utilize vehicles and moveable equipment
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City employee who utilize vehicles and moveable equipment • City residents and customers that receive municipal services supported by City vehicles and moveable equipment
Service Output	The output of a service that fulfills a recognized client's need.	(1) Equipment and fleet asset management planning (2) Fleet and equipment procurement (3) Fleet and equipment maintenance
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Units of resource (3) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	To be discussed as to what information is available.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined -** the City uses a mix of their own forces in combination with third party providers with respect to moveable equipment and fleet maintenance services. Approximately, 15% to 20% of services are contracted out (tires, transmission, body work and glass)

City of Sault Ste Marie

Municipal Service Profile
Equipment/Fleet Maintenance

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Buidlings and Equipment Maintenance	Mandatory	Combined	$ 2,068,839	$ -	$ 2,068,839	31.0
Carpentry	Traditional	Internal	$ 624,239	$ -	$ 624,239	7.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 2,693,078	$ -	$ 2,693,078	38.0

City of Sault Ste Marie

Municipal Service Profile
Building Services

Program
Public Works and Engineering Services

Organizational Unit
Equipment and Building Maintenance

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	1,547
Revenues	$	-
Net Levy	**$**	**1,547**
FTE's		**10.8**

Service Overview

Building maintenance is provided for two of the City's buildings - the Civic Centre and the Ontario Works building. The unit is responsible for building repairs, maintenance and improvements (including plumbing, electrical and capital improvements), janitorial services, snow removal, furniture movements, maintenance of the telephone system, security and building controls.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

Service Value

Building maintenance contributes towards the City's delivery of services in a cost efficient and effective manner by maintaining City facilities.

Performance and Benchmarking

The City currently does not track key performance indicators for building maintenance activities. At a minimum, we suggest that the City monitor compliance with respect to provincial legislation and regulations (health and safety) and the time required to complete and clear work order requests.

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs.

Basis for Delivery

Essential – Building maintenance is essential for ensuring that the City can deliver municipal services as planned.

Organizational Considerations

The City's building maintenance function is a service that is typically centralized and not delivered in the current decentralized approach that the City currently uses:

City of Sault Ste Marie

Municipal Service Profile
Building Services

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City departments housed in the Civic Centre and Ontario Works buildings
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City employees who work out of the Civic Centre and Ontario Works buildings • Residents who benefit from the services delivered out of the two municipal facilities
Service Output	The output of a service that fulfills a recognized client's need.	(1) Operational maintenance and management of facilities (2) Corporate security
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Periods of protection
Service Output Level	The quantum of service outputs provided to direct clients.	Based on last working session, no activity based statistics are maintained.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined** - Building maintenance is primarily delivered through the use of the City's own forces but will contract out portions of snow removal and building security

City of Sault Ste Marie

Municipal Service Profile
Building Services

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Civic Centre Operations	Essential	Combined	$ 884,969	$ -	$ 884,969	2.0
Civic Centre Caretaking	Essential	Combined	$ 375,720		$ 375,720	7.8
OW Building Maintenance	Essential	Combined	$ 286,742		$ 286,742	1.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,547,431	$ -	$ 1,547,431	10.8

City of Sault Ste. Marie

Municipal Service Profile
Garbage Collection

Program
Public Works & Engineering Services

Organizational Unit
Public Works & Engineering Services - Works - Administration

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	5,649
Revenues	$	(2,438)
Net Levy	**$**	**3,211**
FTE's		**17.0**

Note - The budget information provided to KPMG consolidates all waste management activities (collection, diversion and landfill operations) and as such, the budget information provided on this profile is not limited to collection activities. We will be requesting additional budget details for the next version of profiles so as to provide separate budget information for collection, diversion and landfill operations.

Service Overview

The City provides garbage collection and disposal services to single homes, multi-family homes up to four units and commercial customers that can be serviced curbside (i.e. within the household limits). Commercial customers requiring additional collection services and multi-residential properties with five or more units are required to obtain their service through a third-party contractor. The City currently operates on a 52 week collection schedule and is in the process of moving towards automated cart collection - a 2 container limit.

Basis of Delivery	Service Level: Below Standard	At Standard	Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			 Considered to be above standard on the basis of providing services to non-residential users

Service Value

Garbage Collection and Disposal contributes to the health of the environment and the citizens of the community through the appropriate collection and management of household waste.

Performance and Benchmarking

The City tracks key performance indicators and activity measures as required by the Resource Productivity and Recovery Authority ("RPRA") datacall, which collects data on solid waste management and diversion for Ontario municipalities. Arguably, the most meaningful measure is the residential waste diversion rate, which was 30.4% in the most recently available RPRA datacall report.

For the purposes of comparing the City's cost of service with the selected comparator municipalities, we have combined waste collection and landfill operations in order to ensure a consistent budgetary format. In comparison to the selected comparator municipalities (Sudbury, Thunder Bay, Peterborough, North Bay, Timmins), the City has the second lowest reported operating cost for solid waste collection and disposal per household ($93.14 per household vs. an average of $133.01 for the comparator municpalities).

Basis for Delivery

Essential – The provision of household waste collection and disposal is essential for public health of residents.

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Garbage Collection

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Households that receive garbage collection • Non-residential customers disposing of waste at the City's landfill
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and organizations who benefit from effective garbage collections and manangement
Service Output	The output of a service that fulfills a recognized client's need.	(1) Residential garbage collection (2) Landfill management (3) GFL management (4) Waste management planning (5) Regulatory reporting
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Movements (2) Units of resource (3) Units of resource (4) Creating and changing rules (5) Periods of permission
Service Output Level	The quantum of service outputs provided to direct clients.	Volume of Waste Collected through Curbside Collection - tonnes 2016 - 14,151 2017 - 14,436 2018 - 14,451
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined** - The City provides garbage collection services through the use of its own resources (50%) as well with third party service providers (50%)

City of Sault Ste. Marie

Municipal Service Profile
Garbage Collection

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Waste Management	Essential	Combined	$ 5,649,466	$ (2,438,013)	$ 3,211,453	17.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 5,649,466	$ (2,438,013)	$ 3,211,453	17.0

City of Sault Ste. Marie

Municipal Service Profile
Landfill

Program
Public Works & Engineering Services

Organizational Unit
Public Works & Engineering Services - Works - Administration

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	-
Revenues	$	-
Net Levy	**$**	**-**
FTE's		**-**

Service Overview

The City manages one landfill, which operates on a seasonal schedule as follows: (i) between the months of November to March, the landfill is open for five days a week; (ii) between the months of April to October, the landfill is open six days a week. The City has two scales on site to assist with determining fees for the users of the City's landfill.

Basis of Delivery	Service Level: Below Standard	At Standard	Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

The City is substantially compliant with Provincial legislation and regulation relating to open landfill sites.

Service Value

Open landfill management contributes towards the environmental health of the City by ensuring the safe and effective long-term disposal of solid waste.

Performance and Benchmarking

The City tracks key performance indicators and activity measures as required by the Resource Productivity and Recovery Authority ("RPRA") datacall, which collects data on solid waste management and diversion for Ontario municipalities. Arguably, the most meaningful measure is the residential waste diversion rate, which was 30.4% in the most recently available RPRA datacall report.

In comparison to the selected comparator municipalities (Sudbury, Thunder Bay, Peterborough, North Bay, Timmins), the City has the second lowest reported operating cost for solid waste collection and disposal per household ($93.14 per household vs. an average of $133.01 for the comparator municpalities).

Basis for Delivery

Essential – The provision of effective solid waste management services is critical to ensuring the public health and safety of residents. Under the Municipal Act, there is no requirement for municipalities to maintain solid waste landfills. Where municipalities choose to do so. the provisions of the related Certificate of Approval and Provincial legislation, including but not limited to the Environmental Protection Act and Ontario Regulation 232/98: Landfilling Sites, dictate service level requirements for municipalities.

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Landfill

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Residents and non-residential users that produce solid waste disposed of at the landfill
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents and vistors to the City, who benefit from effective solid waste disposal services
Service Output	The output of a service that fulfills a recognized client's need.	(1) Landill manangement (2) Ministry reporting
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Care and rehabilitation encounters (2) Advisory encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Volume of Waste Received at City Landfill - tonnes 2016 - 55,226 2017 - 75,727 2018 - 66,544 The City currently landfills approximately 10,000 tonnes of wastewater sludge on an annual basis.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The City operates the landfill with its own resources.

City of Sault Ste. Marie

Municipal Service Profile
Landfill

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
			$ -	$ -	$ -	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ -	$ -	$ -	-

-

City of Sault Ste. Marie

Municipal Service Profile
Recycling and Yard Waste

Program
Public Works & Engineering Services

Organizational Unit
Public Works & Engineering Services - Works

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	-
Revenues	$	-
Net Levy	**$**	**-**
FTE's		**-**

Service Overview

The City provides recycling collection and management to residents of the community on a weekly basis through its blue box program.
On a bi-weekly basis, the City collects yard and leaf waste which typically runs from April until October.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

Service Value

The City contributes to the health of the environment and citizens of the community through the appropriate collection and management of recyclables and other materials. In doing so, the City creates products of value from compostable/recyclable/reusable materials discarded by residents; promotes waste reduction and reuse opportunities; and raises the benefits of recycling/composting.

Performance and Benchmarking

The City tracks key performance indicators and activity measures as required by the Resource Productivity and Recovery Authority ("RPRA") datacall, which collects data on solid waste management and diversion for Ontario municipalities. Arguably, the most meaningful measure is the residential waste diversion rate, which was 30.4% in the most recently available RPRA datacall report.

In comparison to the selected comparator municipalities (Sudbury, Thunder Bay, Peterborough, Sarnia, North Bay, Timmins), the City has the third lowest reported operating cost for waste diversion per household ($45.88 per household vs. an average of $74.38 for the comparator municpalities).

Basis for Delivery

Mandatory – The provision of household recyclable and yard waste programs are mandatory for municipalities with populations in excess of 5,000 residents for recycling and 50,000 for yard waste.

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Recycling and Yard Waste

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Households that receive recycling collection • Other municipalities that contract with the City for the processing of recyclables • Companies that purchase recycable products from the City
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and organizations who benefit from effective garbage collections and manangement
Service Output	The output of a service that fulfills a recognized client's need.	(1) Resdiential recyclable collection (2) Recycable product management (3) Household special waste disposal
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Movements (2) Units of resource (3) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	Leaf and yard waste collected curbside: 2016 - 1,419 2017 - 770 2018 - 1,246
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**External** - The City's collection of recyclables is provided through a third party service provider.

City of Sault Ste. Marie

Municipal Service Profile
Recycling and Yard Waste

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
			$ -	$ -	$ -	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ -	$ -	$ -	-

-

City of Sault Ste. Marie

Municipal Service Profile
Wastewater Adminstration

Program
Public Works & Engineering Services

Organizational Unit
Public Works & Engineering Services - Works

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	7,381
Revenues	$	(36)
Net Levy	**$**	**7,345**
FTE's		**-**

Service Overview

The City provides wastewater services through a combination of its own resources and a contract arrangement with the Sault Ste. Marie PUC. The City has responsibility for wastewater collection activities, including the maintenance of the collection mains and small pumping stations (18), while the PUC is responsible to wastewater treatment through two wastewater treatment plants and the maintenance of 7 large pumping stations.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory		The City is compliant with the requirements of relevant legislation and regulations.	
Essential			
Traditional			
Discretionary			

Service Value

Wastewater management contributes towards the environmental health of the City by ensuring the effective treatment of wastewater flows prior to discharge into the environment. This provides public health protection to residents by effectively managing waterborne contaminants and facilitates the future growth of the City by ensuring the availability of infrastructure and capacity.

Performance and Benchmarking

The City tracks a range of key performance indicators and activity measures as required by the Ministry of the Environment. From our perspective, one of the most meaningful measures is the rate of inflow and infiltration ("I&I"), which measures the extent to which water infiltrates the wastewater collection network, increasing the level of water to be treated. Based on information provided by the City, we have calculated the City's INI rate to be 49.7% for 2018.

In comparison to the selected comparator municipalities (Sudbury, Thunder Bay, Peterborough, North Bay, Timmins, Sarnia), the City has the third lowest reported operating cost for wastewater treatment per household ($221.31 per household vs. an average of $281.12 for the comparator municpalities).

Basis for Delivery

Essential – The provision of effective wastewater management is critical to ensuring the public health and safety of residents. Under the Municipal Act, there is no requirement for municipalities to maintain wastewater management systems. Where municipalities choose to maintain these systems, Provincial legislation and regulation dictate service level and operational requirements for municipalities.

Organizational Considerations

City of Sault Ste. Marie

Municipal Service Profile
Wastewater Adminstration

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Residents and ICI customers that receive wastewater and stormwater management services from the City.
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and organizations that benefit from the City's wastewater and stormwater management activities (e.g. drivers and homeowners who benefit from flood control protections).
Service Output	The output of a service that fulfills a recognized client's need.	(1) Financing for capital expenditures (2) Financing for corporate-type expenditures
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Funds (2) Funds
Service Output Level	The quantum of service outputs provided to direct clients.	Number of stations: 2 - wastewater treatment plants (managed by PUC) 1 - sanitary overflow tank and pumping station 7 - large sanitary pumping stations (managed by PUC) 18 - small sanitary pumping stations 1 - storm pump station 395.3 kms of wastewater mains Wastewater flows (m^3) East - 9,755,350 (2016); 11,807,155 (2017); 9,726,776 (2018) West - 5,183,883 (2016); 6,378,343 (2017); 5,273,541 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined** - The PUC provides services for the operation of wastewater plants and the City provides service to linear infrastructure.

City of Sault Ste. Marie

Municipal Service Profile
Wastewater Adminstration

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Sanitary Sewers	Essential	Combined	$ 1,994,361	$ (35,829)	$ 1,958,532	0.0
Sewage Disposal	Essential	Combined	$ 5,386,670	$ -	$ 5,386,670	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 7,381,031	$ (35,829)	$ 7,345,202	-

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Planning

Program
Public Works and Engineering Services

Organizational Unit
Engineering Services

Type of Service
Internal and External

Budget (in thousands)		
Operating Costs	$	232
Revenues	$	(40)
Net Levy	**$**	**192**
FTE's		**2.3**

Service Overview

Engineering services is responsible for short and long-term planning for all City infrastructure, with the exception of fire, transit and water services. Included in the scope of the planning functions are (i) studies and analysis; (ii) master planning (iii) land development; (iv) source water protection; (v) environmental assessment planning; and (vi) GIS for asset management purposes.. Planning activities also encompass tthe development of asset management policies, the provision of advice and assistance to City departments responsible for related services and the review and commentary on development-related applications.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

The scope of the City's planning activities are considered to be consistent with those undertaken by other municipalities.

Service Value

Effective planning contributes towards the effectiveness, efficiency and sustainability of the City's infrastructure-dependent services by ensuring that the City's infrastructure has the necessary capacity to support the delivery of municipal services. In doing so, Engineering Services contributes towards the health and well-being of the City's residents by ensuring compliance with established regulations, the City's economic competitiveness by providing required servicing and the overall quality of life for City residents.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with the engineering function. At a minimum, we suggest that the City monitor the number of capital projects that are completed on an annual basis.

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough) and aggregated up to the level of engineering services in its entirety, the City's engineering services:

- Has the second lowest operating cost per household ($63.95 vs. an average of $74.82 for the comparator municipalties).

Basis for Delivery

Essential - Infrastructure planning capabilities are seen as necessary to the long-term management of municipal infrastructure, which in turn support the delivery of a range of services to residents and other customers.

Organizational Considerations

The planning function within engineering services does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Planning

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City departments that utilize municipal infrastructure for the delivery of services • Planning Services, which receive input on development applications
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents and other users that receive infrastructure-supported services
Service Output	The output of a service that fulfills a recognized client's need.	(1) Policy development (2) Short and long-term planning (including master planning) for transportation, wastewater, solid waste, stormwater and active transportation (3) Commentary on development applications (4) Advice and assistance to other City departments
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Creating and changing rules (3) Periods of permission (4) Advisory encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Executed subdivision agreements 2016 - 4 2017 - 1 2018 - 0
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined -** Certain planning activities, such as reviews of development applications, are undertaken through the use of the City's internal resources, while larger projects such as master planning are delivered through the use of external service providers.

City of Sault Ste Marie

Municipal Service Profile

Engineering Services - Planning

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Engineering Administration	Essential	Combined	$ 231,981	$ (39,807)	$ 192,174	2.3
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 231,981	$ (39,807)	$ 192,174	2.3

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Project Design and Administration

Program
Public Works and Engineering Services

Organizational Unit
Engineering Services

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	1,973
Revenues	$	-
Net Levy	**$**	**1,973**
FTE's		**19.7**

Service Overview

Engineering services is responsible for the design and management of infrastructure projects (including renewal and new) for transportation, solid waste, wastewater, stormwater management and active transportation, which includes (i) the design of road reconstruction and associated underground infrastructure; (ii) the coordination of external design services for large-scale projects; (iii) management of the procurement process; (iv) construction administration for those projects designed internally; and (iv) oversight of external contract administrators. Engineering services is also mandated with the coordination of bridge inspections and reflectiveness testing for traffic signs.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory		*Bridge inspections* *Sign reflectiveness*	
Essential			
Traditional		The scope of the City's design and contract administration activities are considered to be consistent with those undertaken by other municipalities.	
Discretionary			

Service Value

The City's project design and administration activities contribute towards the effectiveness, efficiency and sustainability of the City's infrastructure-dependent services by ensuring that the City's infrastructure investments are designed and delivered on-time, on-budget and at standard. In doing so, Engineering Services contributes towards the health and well-being of the City's residents by ensuring compliance with established regulations, the City's economic competitiveness by providing required servicing and the overall quality of life for City residents.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with the project administration activites within its engineering function. At a minimum, we suggest that the City monitor compliance with provincial legislation regarding bridge inspections and sign reflectiveness.

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough) and aggregated up to the level of engineering services in its entirety, the City's engineering services:

- Has the second lowest operating cost per household ($63.95 vs. an average of $74.82 for the comparator municipalties).

Basis for Delivery

Mandatory/Essential - Infrastructure design and administration capabilities are essential to the renewal of existing infrastructure and the construction of new infrastructure, which in turn support the delivery of a range of services to residents and other customers. Certain aspects of Engineering Services' operational responsibilities, specifically bridge inspections and sign reflectiveness testing, are required under Provinicial regulation.

Organizational Considerations

The project administration function does not include any services that are typically found elsewhere in the organization. However, there are elements of capital project management that reside in the City's planning function opposed to all being centralized within engineering.

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Project Design and Administration

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City departments that operate infrastructure as part of their service delivery
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• City residents and non-residential customers that benefit from the City's infrastructure
Service Output	The output of a service that fulfills a recognized client's need.	(1) Engineering plans and design (2) Contract management (design and third-party contract administrators) (3) Project management (4) Inspection and quality control (5) Surveying
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Creating and changing rules (2) Periods of permission (3) Periods of permission (4) Findings (5) New knowledge
Service Output Level	The quantum of service outputs provided to direct clients.	Number of projects managed (design, contract administration) - 29
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined -** The City typically uses internal resources for the design and contract administration of linear projects (e.g. roads and underground services), while facilities and larger projects are designed and administered by third-party providers.

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Project Design and Administration

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Engineering Design	Essential	Combined	$ 1,973,403	$ -	$ 1,973,403	19.7
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,973,403	$ -	$ 1,973,403	19.7

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Operations

Program
Public Works and Engineering Services

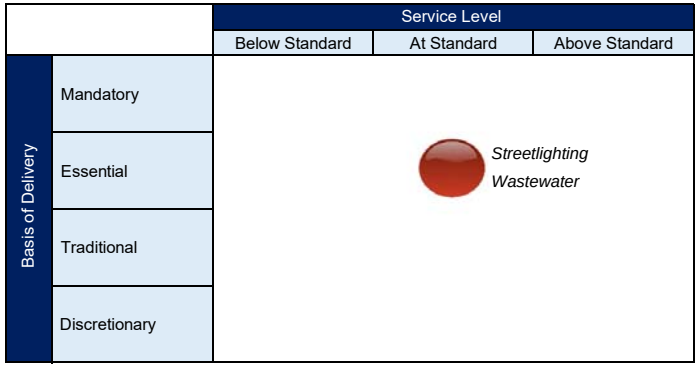
Organizational Unit
Engineering Services

Type of Service
External

Budget (in thousands)		
Operating Costs	$	3,080
Revenues	$	-
Net Levy	**$**	**3,080**
FTE's		**-**

Service Overview

Engineering services is responsible for management of the City's streetlighting network and municipal fire hydrants, as well as the oversight of the City's contract with the Sault Ste. Marie Public Utilities Commission for the operation of wastewater treatment facilities and pumping stations.



Service Value

Engineering Services contributes towards the health and safety of residents of the City by managing the delivery of essential transportation and environmental services.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with operational activites within its engineering function. At a minimum, we suggest that the City monitor the percentage of LED street lighting in place within the City.

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough) and aggregated up to the level of engineering services in its entirety, the City's engineering services:

- Has the second lowest operating cost per household ($63.95 vs. an average of $74.82 for the comparator municipalties).

Basis for Delivery

Essential - While there is no specific requirement for the City to deliver wastewater or streetlight services, these are considered essential services in that they contribute to the health and safety of the City's residents.

Organizational Considerations

The operational activities within engineering services does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Operations

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City residents that benefit from the services managed by Engineering Services
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	
Service Output	The output of a service that fulfills a recognized client's need.	(1) Wastewater treatment (2) Streetlighting (3) Hydrants (4) Geographic information systems
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource (3) Units of resource (4) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	Number of streetlights - 9,009 Number of hydrants - 2,146 PUC owned hydrants (rented to City); 22 City owned hydrants
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**External -** The City relies predominantly on third party contractors for the delivery of these services.

City of Sault Ste Marie

Municipal Service Profile
Engineering Services - Operations

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Hydrants	Essential	External	$ 1,154,200	$ -	$ 1,154,200	0.0
Street lighting	Essential	External	$ 1,915,780	$ -	$ 1,915,780	0.0
Environmental clean-up	Essential	External	$ 10,000	$ -	$ 10,000	0.0
Miscellaneous construction	Essential	External	$ -	$ -	$ -	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 3,079,980	$ -	$ 3,079,980	-

City of Sault Ste. Marie

Municipal Service Profile
Building Division (Inspections)

Program
Public Works and Engineering

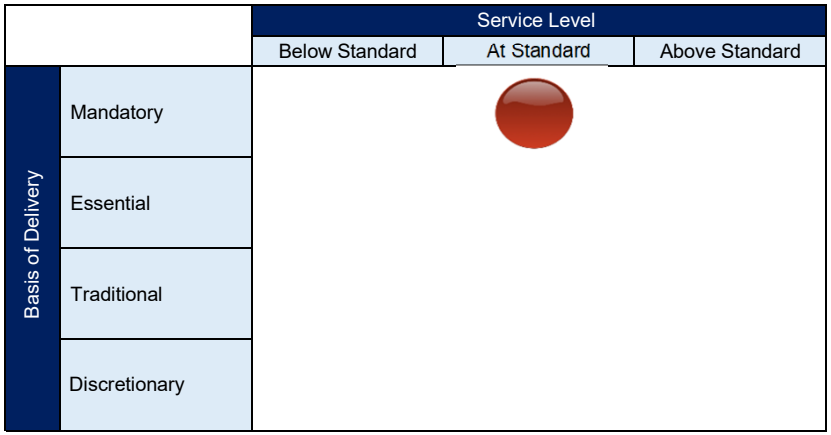
Organizational Unit
Engineering Services - Building Division

Type of Service
External

Budget (in thousands)		
Operating Costs	$	1,077
Revenues	$	(1,190)
Net Levy	**$**	**(113)**
FTE's		**10.3**

Service Overview

Building Division serves the building industry and the public through building permit issuance and related inspections. The City also provides services to neighbouring communities.



Service Value

Building Approvals contributes towards the protection of public health and safety by ensuring compliance with the Building Code Act, Ontario Building Code and other applicable law primarily in support of a reliable infrastructure.

Performance and Benchmarking

The City currently tracks a key performance indicator for building division activities. The City monitors the time from receipt of complete applications to approval, with a service level standard that indicates the percentage of applications to be approved within the established time frames.

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's buidling inspection function:

- Has the lowest operating cost per household (-$3.26 vs. an average of $9.85 for the comparator municipalties); and
- Has the highest level of cost recovery (110% vs. an average of 80% for the comparator municipalties).

Basis for Delivery

Mandatory – Pursuant to Section 3.1 of the Building Code Act ("BCA"), municipalities are mandated the responsibility to enforce the BCA and in doing so, are required to appoint a Chief Building Official ('CBO') and such inspectors under Section 3(2) of the BCA. Consistent with other Provincial legislation, the BCA does allow for collaboration and joint enforcement involving two or more municipalities (Section 3(3)).

Organizational Considerations

The City's building inspection function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste. Marie

Municipal Service Profile
Building Division (Inspections)

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Individuals or companies undertaking construction, renovation or other building-related projects that require permits
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Individuals purchasing homes directly from contractors/developers • Individuals purchasing homes on the resale market • Title insurers who rely on Building Approvals • Realtors and real estate lawyers
Service Output	The output of a service that fulfills a recognized client's need.	(1) Reviews of construction plans as part of the building permit issruance process (2) Inspections during construction (3) Final occupancy inspections
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Periods of permission (2) Findings (3) Compliance Orders
Service Output Level	The quantum of service outputs provided to direct clients.	# of Applications 2016 - 1,970 2017 - 2,155 2018 - 1,758 Value of permits 2016 - $77,950,226 2017 - $105,348,625 2018 - $95,006,861
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The administration of the City's building approval services are predominately delivered through internal resources

City of Sault Ste. Marie

Municipal Service Profile
Building Division (Inspections)

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Building Permits and Inspection	Mandatory	Own Resources	$ 1,077,468	$ (1,189,819)	$ (112,351)	10.3
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,077,468	$ (1,189,819)	$ (112,351)	10.3

City of Sault Ste. Marie

Municipal Service Profile
Bylaw Enforcement

Program
Public Works and Engineering

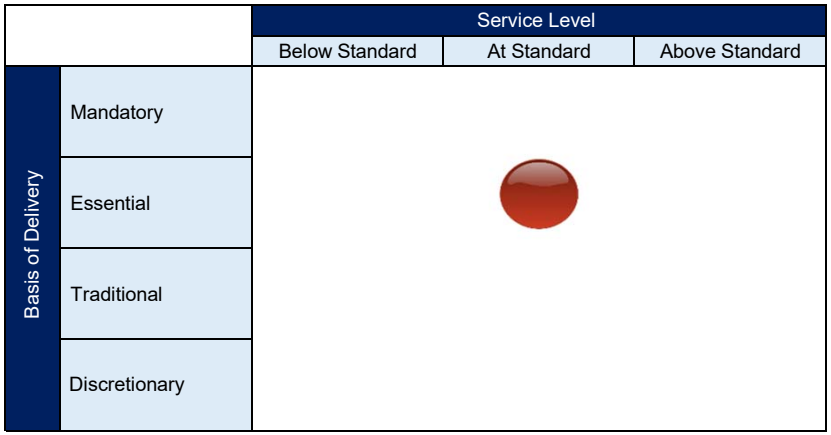
Organizational Unit
Engineering Services - Bylaw Enforcement

Type of Service
External

Budget (in thousands)		
Operating Costs	$	269
Revenues	$	-
Net Levy	**$**	**269**
FTE's		**3.3**

Service Overview

By-law Enforcement and Property Standards ensures compliance with the City's bylaws, both on public and private properties. Enforcement and compliance is conducted on a reactive approach through specific initiatives and blitz and in response to community complaints. Commonly enforced bylaws are the City's property standards and sewer use bylaws.



Service Value

By-law Enforcement and Property Standards contributes towards health and safety, consumer protection, nuisance control and quality of life. All citizens benefit from the enforcement of by-laws as the result is an increased level of public safety, neighbourhood satisfaction, community pride and an overall positive impact on quality of life.

Performance and Benchmarking

As of 2018, the City tracks its performance for bylaw activities. The City monitors the time from receipt of bylaw related matter (e.g.a complaint) to resolution, with a service level standard that indicates the percentage of complaints resolved within the established time frames.

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs and the level of cost recovery associated with bylaw enforcement.

Basis for Delivery

Essential – By-law enforcement and property standards contribute towards the health and safety of residents, as well as the protection of property.

Organizational Considerations

The City's bylaw function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste. Marie

Municipal Service Profile
Bylaw Enforcement

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Residents lodging compliants with respect to by-law non-compliance • Property owners of residential rental units
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of and visitors to the community that benefit from by-law enforcement
Service Output	The output of a service that fulfills a recognized client's need.	(1) Resolution of non-compliance with by-laws
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Penalties and periods of sanction
Service Output Level	The quantum of service outputs provided to direct clients.	2018 Number of complaints - 923 total On Site Check Ins - 1,028 Total letters issued - 758 Work requisitions issued - 78 Complaint actions - 923
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The administration of the City's by-law enforcement and property standards services are predominately delivered through internal resources

City of Sault Ste. Marie

Municipal Service Profile
Bylaw Enforcement

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Bylaw enforcement	Essential	Own Resources	$ 269,454	$ -	$ 269,454	3.3
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 269,454	$ -	$ 269,454	3.3

City of Sault Ste Marie

Municipal Service Profile
Parks

Program
Public Works and Engineering Services

Organizational Unit
Parks - Operations

Type of Service
Internal and external

Budget (in thousands)		
Operating Costs	$	3,285
Revenues	$	-
Net Levy	**$**	**3,285**
FTE's		**42.8**

Service Overview

The City's Parks function provides maintenance and care of the grounds at municipal parks, sports complexes and various other facilities. The on-site maintenance includes: grass cutting, field lining, floral bed and tree management, refuse collection and building maintenance during the summer months. In the winter months, the Parks division is responsible for the preparation and maintenance of ice surfaces for the City's Outdoor Rink Program. Also within the Parks function, the City provides for horticultural and forestry services.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary		The scope of the City's activites with respect to municipal parks is consistent with other municipalities.	

Service Value

Parks contributes to a beautiful, vibrant community for residents, visitors, businesses and potential new business to the community. The provision of safe, clean parks and open space systems through proactive and effective property management strengthens the livability and vibrancy of the community while contributing towards a healthy lifestyle for residents.

Performance and Benchmarking

The City currently does not track key performance indicators for cemetery maintenance services. At a minimum, we suggest that the City monitor compliance with provincial legislation and regulations associated with park maintenance and playground inspection and maintenance, respectively.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of parks and cemeteries (combined) based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

- Has the third lowest operating cost per household ($97.31 vs.an average of $120.36 for the comparator municipalties).

Basis for Delivery

Traditional – The maintenance of parks and open spaces is a typical municipal function.

Organizational Considerations

The City's maintenance of municipal grounds function is a service that is typically combined with other outdoor maintenance (cemeteries) and not delivered in the current decentralized approach that the City currently uses:

City of Sault Ste Marie

Municipal Service Profile
Parks

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Residents using City parks and facilities
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of and visitors to the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Maintenance of parks and playgrounds (2) Grounds management for City property (grass cutting) (3) Maintenance of sports fields and other recreational outdoor facilities (4) Maintenance of trails (5) Municipal horticulture (production and maintenance of all plants) (6) Forestry
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Recreational and cultural encounters (2) Care and rehabilitation encounters (3) Care and rehabilitation encounters (4) Care and rehabilitation encounters (5) Care and rehabilitation encounters (6) Care and rehabilitation encounters
Service Output Level	The quantum of service outputs provided to direct clients.	The City has: 78 parks - 64 of those parks have active playgrounds 40 sports fields Trail kms maintained - 26 kms - Hubtrail; 3 kms - Bellevue Park; 1 km - Pointe Des Chenes Beach Various other facilities - a dog park, splash pad, public beach, campground, skate park, tennis courts, skating path 5 outdoor rinks 4 toboggan hills 3 showcase and 2 propogating greenhouses
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - The maintenance of the City's parks is provided through the use of their own resources.

City of Sault Ste Marie

Municipal Service Profile
Parks

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Parks - Operations	Traditional	Own Resources	$ 3,285,119	$ -	$ 3,285,119	42.8
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 3,285,119	$ -	$ 3,285,119	42.8

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City of Sault Ste Marie Third Party Review

Appendix F – Community and Development Services

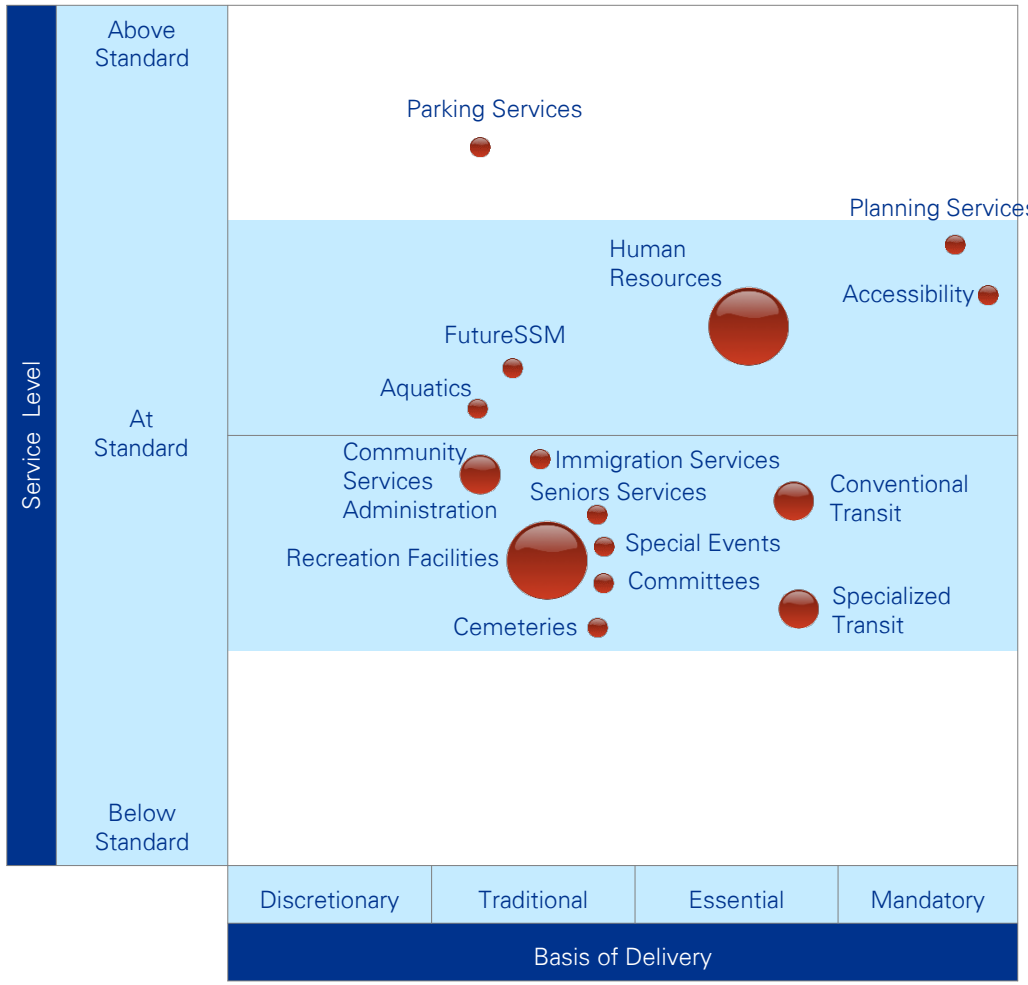
Service Profiles



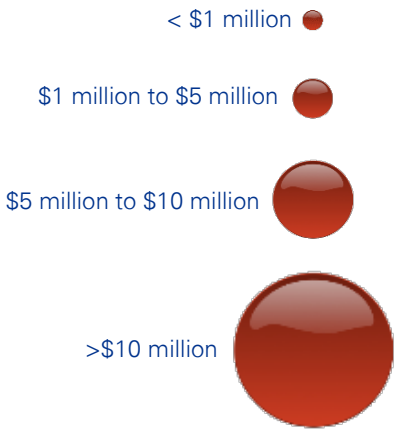
Community and Development Services Service Profile Summary

Number of services/service profiles	**14**
Total operating costs (in thousands)	**$24,356**
Net municipal levy (in thousands)	**$16,325**
Full-time equivalent staff	**238**

Services by Basis of Delivery, Service Level and Net Levy



Net Levy Requirement



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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

Community and Development Services Service Profile Summary

Service	Basis of Delivery	Service Level	Operating Costs (in thousands)	Revenues (in thousands)	Net Levy (in thousands)	FTEs
Planning Services	Mandatory	At Standard	$885	$119	**$766**	8.7
Accessibility	Mandatory	At Standard	$218	-	**$218**	1.0
Cemeteries	Traditional	At Standard	$1,087	$1,092	**($5)**	9.0
Community Services Administration	Traditional	At Standard	$1,252	$70	**$1,182**	13.1
Recreation Facilities	Traditional	At Standard	$6,658	$792	**$5,866**	72.0
Aquatics	Traditional	At Standard	$1,434	$497	**$937**	25.0
Seniors Services	Traditional	At Standard	$624	$178	**$446**	8.8
Committees	Traditional	At Standard	$29	-	**$29**	-
Special Events	Traditional	At Standard	$20	$10	**$10**	-
Immigration Services	Traditional	At Standard	$268	$268	**-**	1.0
FutureSSM	Traditional	At Standard	$1,378	$933	**$445**	7.0
Conventional Transit	Essential	At Standard	$8,496	$3,540	**$4,956**	76.6
Specialized Transit	Essential	At Standard	$1,493	$78	**$1,415**	12.3
Parking	Traditional	Above Standard	$514	$454	**$60**	1.7

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Source: Service profiles based on the City's 2019 budget with additional information provided by the City

City of Sault Ste Marie

Municipal Service Profile
Cemeteries

Program
Community Development and Enterprise Services

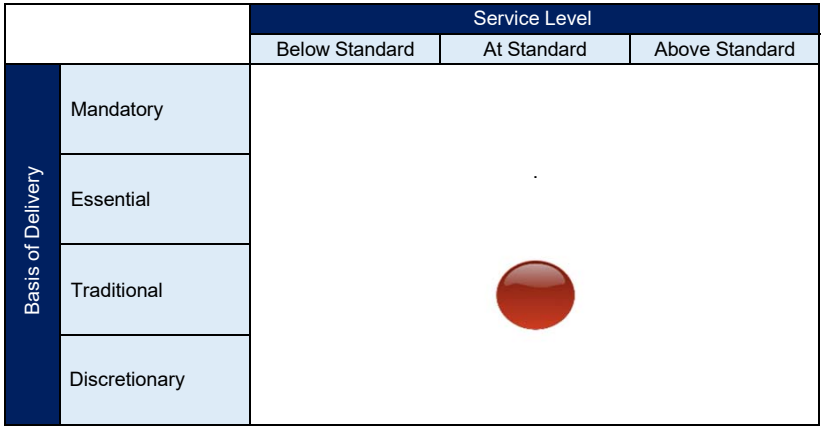
Organizational Unit
Cemeteries

Type of Service
External

Budget (in thousands)		
Operating Costs	$	1,087
Revenues	$	(1,092)
Net Levy	**$**	**(5)**
FTE's		**9.0**

Service Overview

The City's Cemetery operational services oversee the care and maintenance of 4 active municipal cemeteries and 1 historical site. In addition to the active cemeteries, the City has a mausoluem, a municipally-owned crematorium and chapel which also serves as an administrative building for cemetery operations. The City offers year round burial services to its residents and provides for column burials. The City also provides storage for outlying communities.



Service Value

The City's cemetery operations provide residents with a variety of options by which City residents can choose for their final resting place..

Performance and Benchmarking

The City currently tracks volume based activities (grave repairs and mausoleum sales) and key performance indicators for cemetery maintenance services - frequency of grass maintenance on a weekly basis. We also suggest that the City continues to monitor compliance with provincial legislation and regulations associated with municipal cemeteries. For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of parks and cemeteries (combined) based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

- Has the third lowest operating cost per household ($97.31 vs.an average of $120.36 for the comparator municipalties).

Basis for Delivery

Traditional - The Funeral, Burial and Cremation Services Act, 2002 sets out the City's responsibilities with respect to cemeteries.

Organizational Considerations

The City's cemetery maintenance function is a service that is typically combined with other outdoor maintenance (parks and other green spaces) and not delivered in the current decentralized approach that the City currently uses:

City of Sault Ste Marie

Municipal Service Profile
Cemeteries

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Anyone who accesses or accessed cemetery services • Visitors to City cemeteries
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Not applicable
Service Output	The output of a service that fulfills a recognized client's need.	(1) Cemetery operations (2) Care and maintenance (3) Operation of crematorium
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource (3) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	4 active cemeteries and 1 historical cemetery 44,758 burials 11,011 preneed graves 5 year average of internments - 544 5 year average of cremations - 436
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Cemetery operations are primarily delivered through the City's own resources.

City of Sault Ste Marie

Municipal Service Profile
Cemeteries

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Cemetery Operations	Traditional	Internal	$ 1,087,378	$ (1,091,664)	$ (4,286)	9.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,087,378	$ (1,091,664)	$ (4,286)	9.0

City of Sault Ste Marie

Municipal Service Profile
Planning

Program
Community Development and Enterprise Services

Organizational Unit
Planning Services

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	885
Revenues	$	(119)
Net Levy	**$**	**766**
FTE's		**8.7**

Service Overview

The City's Planning Services is responsible for the following planning services: development approvals including official plan amendments, condominium/subdivision amendments, rezonings and site plan agreeements, mandatory planning documents - the Official Plan and comprehensive zoning bylaw, sourcewater protection. Planning Service also oversees the City's Community Improvement Plans ('CIP') - Downtown, Economic Growth and Rental Housing. Planning Services coordinates with other departments on development matters and reports on the national housing strategy as well as other legislative matters. Planning is also responsible for (i) the City's Committee of Adjustment; (ii) the administration of community awards; (iii) planning and contract administration for the construction of the City's public trails system, and (iv) the oversight of the City's signs bylaw (the department is responsible for its development

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

The City undertakes planning activities (development, long-range, land use) which exceeds Provincial requirements as well as other municipalities.

Service Value

The City's Planning Services promotes strategic growth and policy through land use planning, community and strategc planning, and incentive programs.

Performance and Benchmarking

The City currently does not track key performance indicators for planning activities. At a minimum, we suggest that the City monitor the time from receipt of completed application to approval, with a service level standard that indicates the percentage of applications to be approved within the established time frame (e.g. 90% of Official Plan Amendment applications to be completed within xx days).
In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's planning function:

- Has the third lowest operating cost per household ($32.00 vs. an average of $58.72 for the comparator municipalties); and
- Has the third lowest level of operating cost recoveries through user fees (10.8% vs. an average of 19.1% for the comparator municipalities)

Basis for Delivery

Mandatory – The Planning Act establishes the responsibility for municipalities to make local planning decisions that will determine the future of their community. The Planning Act also requires municipalities to ensure planning decisions and planning documents are consistent with the Provincial Policy Statement and are in conformity with the municipal official plan. Sourcewater protection is a requirement under the Clean Water Act.

Organizational Considerations

The City's planning function has a number of services that are not typically included in planning services for other municipalities, including:

- Sign bylaw administration and enforcement are typically included within the Clerks and bylaw enforcement functions respectively
- Contract administration for trails development is typically included within either parks and recreation or public works

City of Sault Ste Marie

Municipal Service Profile
Planning

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Members of the development community • City departments involved in or affected by planning and growth issues
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City who benefit from a comprehensive and planned approach to growth in the community • Community stakeholder groups with interests in development decisions that impact neighbourhoods and taxpayers
Service Output	The output of a service that fulfills a recognized client's need.	(1) Approvals of applications under the Planning Act (2) Coordination and support of other City departments re: planning and growth matters (3) Reporting on various planning and housing related matters (4) Active transportation funding implementation (5) Contract administration (6) Comments on grant administration
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Periods of permission (2) Matches, referrals and linkages (3) Advisory encounters (4) Implementing changes (5) Units of resource (6) Advisory encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Dollar value of grants administered and number of grant recipients 2013 DCIP: 107 Grant Applications: $600K; 2017 DCIP: 52 Grant Applications: $488K Number of projects under project management/contract administration Shape the Sault (Official Plan Update): $250,000; Source Water Protection: $92,000; Signs By-law Update: $40,000; NOHFC Intern Program: $30,000 (per year) (multiple years) Community Development Committee $1,000 (per year); Downtown Development Initiative – Phase 1 (including public realm improvements): $1,140,000; Downtown Development Initiative – Phase 2 (including streetscape improvements): $2,050,000; Downtown Development Initiative – Phase 3 (including public realm improvements): $1,300,000 Ontario Commuter Cycling Program: $720,000; Finn Hill Hub Trail: $1,000,000; East Route Hub Trail: $1,300,000; Waterfront Hub Trail: $1,800,000; Fort Creek Hub Trail: $2,800,000 Etienne Brule Project: $150,000; Clergue Park: $3,000,000
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Planning Services are provided primarily with internal resources.

City of Sault Ste Marie

Municipal Service Profile
Planning

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Planning Services	Mandatory	Own Resources	$ 885,116	$ (118,925)	$ 766,191	8.7
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 885,116	$ (118,925)	$ 766,191	8.7

City of Sault Ste Marie

Municipal Service Profile
Accessibility

Program
Community Development and Enterprise Services

Organizational Unit
Accessibility

Type of Service
Internal and external

Budget (in thousands)		
Operating Costs	$	218
Revenues	$	-
Net Levy	**$**	**218**
FTE's		**1.0**

Service Overview

The Accessibility Advisory Committee ('AAC') is responsible for the review of municipal policies, programs and services pertaining to accessibility as well as with the identification, removal and prevention of barriers faced by persons with disabilities.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

The City is compliant with the requirements under the *Accessibility for Ontarians with Disabilities Act.*

Service Value

The City is committed and guided by the four core principles of Dignity, Independence, Integration and Equality of Opportunity. The City is committed to providing quality goods, services and facilities that are accessible to all persons we serve and in a manner that respects the dignity and independence of persons with disabilities. The City is committed to meeting the needs of persons with disabilities in a timely manner and shall do so by preventing and removing barriers to accessibility in customer service, information and communication, employment, the built environment and transportation. The City is further committed to meeting the requirements of applicable legislation, including the

Performance and Benchmarking

The City currenly does not track key performance indicators for accessibility activities. At a minimum, we suggest that the City monitor compliance with provincial legislation and the requirements of AODA.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of corporate services based upon the nature of service delivery of the City and the municipal comparator group.

Basis for Delivery

Mandatory – The City's responsibilities with respect to accessibility are mandated by the Accessibility for Ontarians with Disabilities Act.

Organizational Considerations

The City's accessibility function is not typically included in planning services for other municipalities and is commonly a function of a municipality's Clerks department and/or Corporate Services.

City of Sault Ste Marie

Municipal Service Profile
Accessibility

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Anyone accessing City of Sault Ste Marie services • City employees
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Anyone accessing City of Sault Ste Marie services
Service Output	The output of a service that fulfills a recognized client's need.	(1) Policy and procedure development (2) Assessment of compliance with legislative requirements (3) Coordinate with the public and raise awareness (4) Collaborate with community partners (5) Strategic planning
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Rules (2) Implementing changes (3) Advisory encounters (4) Advisory encounters (5) Creating and changing rules
Service Output Level	The quantum of service outputs provided to direct clients.	Information requested from the City: Activity level based statistics with respect to accessibility
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Accessibility-related matters are delivered by the Accessibility Advisory Committee, an internal resource for the City.

City of Sault Ste Marie

Municipal Service Profile
Accessibility

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Accessiblity	Mandatory	Internal	$ 218,414	$ -	$ 218,414	1.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 218,414	$ -	$ 218,414	1.0

City of Sault Ste Marie

Municipal Service Profile
Community Services Administration

Program
Community Development and Enterprise Services

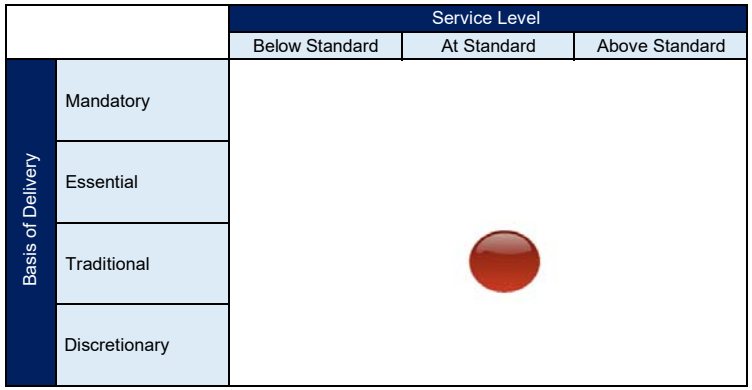
Organizational Unit
Community Services

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	1,252
Revenues	$	(70)
Net Levy	**$**	**1,182**
FTE's		**13.1**

Service Overview

Community Services administration provides overall management and support to the department. The unit's administation function provides for the booking of rentals, meeting rooms, payment processes and supports other areas of the program. The Recreation and Culture Division also facilitates capital projects at the out door parks and recational facilities, prepares grants and works with community groups on parks infrastructure.



Service Value

Community services contribute towards the overall quality of life for residents as well as the attractiveness of the community for new residents.

Performance and Benchmarking

The City currently does not track key performance indicators for community services administration activities. At a minimum, we suggest that the City monitor the accuracy in payment processing.

For the purposes of municipal benchmarking, the comparative analysis will be aggregated up to the level of community services based upon the nature of service delivery of the City and the municipal comparator group (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough):

Basis for Delivery

Traditional – Community services administration services is a typical municipal function.

Organizational Considerations

The City's community services administration services function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Community Services Administration

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City employees involved in the delivery of community service
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents and visitors of the City who utilize community services
Service Output	The output of a service that fulfills a recognized client's need.	(1) Overall management of the department (2) Bookings for community centres (3) Application and development for grants (4) Research
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Advisory engagements (2) Units of resource (3) Units of resource (4) New knowledge
Service Output Level	The quantum of service outputs provided to direct clients.	To be populated based on information provided by the City.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** The City's community services administative functions are provided with their own resources.

City of Sault Ste Marie

Municipal Service Profile
Community Services Administration

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Recreation and Culture Administration	Essential	Internal	$ 549,894	$ (70,128)	$ 479,766	7.3
Sports Administration	Traditional	Internal	$ 14,962	$ -	$ 14,962	0.3
Misc Programs	Traditional	Internal	$ 20,657	$ -	$ 20,657	0.1
CSD Administration	Traditional	Internal	$ 666,968	$ -	$ 666,968	5.4
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,252,481	$ (70,128)	$ 1,182,353	13.1

City of Sault Ste Marie

Municipal Service Profile
Recreation Facilities

Program
Community Development and Enterprise Services

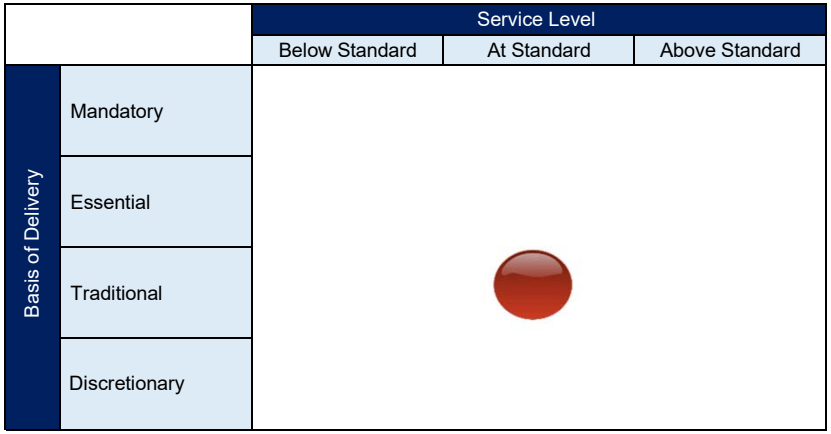
Organizational Unit
Recreation and Culture

Type of Service
External

Budget (in thousands)		
Operating Costs	$	6,658
Revenues	$	(792)
Net Levy	**$**	**5,866**
FTE's		**72.0**

Service Overview

The City provides facilities for recreational and leisure activities, rental opportunities, and events and meetings. The City has a number of community centre facilities which include the GFL Memorial Gardens, the John Rhodes Community Centre, W.J. McMeekin Centre, and Northern Community Centre. In addition to those community centres, the City's Community Services division also oversee and Heritage Discovery Centre, historic sites (Ermatinger•Clergue National Historic Site, Clergue Blockhouse), the Roberta Bondar tent and port located at that site, recreational locks, and 2 marinas. In addition the area supports capital projects at the SSM Museum. Also providing additional support to Community based organizations (Ex. Humane Society, Library, Community Gardens)



Service Value

Community centres provide accessible, inclusive, welcoming, quality spaces for community recreational programming, activities, rentals/events and neighbourhood gatherings.

Performance and Benchmarking

The City currently tracks numerous volume based actvities and key performance indicators for activities associated with recreational facilities including number of users, utilization (approx. 18 months of data) and show profitability. Key performance indicator tracked is the level of cost recovery per facility:

Cost recovery by facility (2019 budget)

Bellevue Park Marina - 107%; Bondar Park - 16%; Bondar Marina - 75%; HSB - 26%; Community Centres - 39%; GFL Memorial Gardens - 72%

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's recreational facilities:

- Has the third lowest operating household cost per household ($268.78 vs. an average of $371.05 for the comparator municipalties); Has the third highest cost recovery (46% vs. an average of 40% for the compartor municipalities)

Basis for Delivery

Traditional – The operation of community centres is a typical service offered by municipalities.

Organizational Considerations

The City's operation of recreational facilities function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Recreation Facilities

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Individuals utilizing community centres • Community groups utilizing community centres • Other parties offering programming at the City's community centres
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents who attend events and programs offered at the City's community centres
Service Output	The output of a service that fulfills a recognized client's need.	(1) Access to recreational facilities for leisure and recreational purposes (2) Building maintenance (3) Capital projects - recreational facilities (4) Waterfront security
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Recreational and cultural encounters (2) Care and rehabilitation encounters (3) Care and rehabilitation encounters (4) Periods of protection
Service Output Level	The quantum of service outputs provided to direct clients.	Hours by facility North Street Park - 278 (2017); 386 (2018) Eliot Park - 696 (2017); 471 (2018) QE Complex - 1,038 (2017); 1,024 (2018) Strathclair Complex - 7,888 (2017); 6,408 (2018) Bellevue Park - 567 (2017); 509 (2018) Green spaces - 1,008 (2017); 2,097 (2018) NCC - 2,641 (2018) John Rhodes pool room - 1,789 (2017); 2,764 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** the City provides community centre services with its own resources.

City of Sault Ste Marie

Municipal Service Profile
Recreation Facilities

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Bellevue Park Marina	Traditional	Internal	$ 160,743	$ (172,798)	$ (12,055)	0.0
Bondar Park	Traditional	Internal	$ 186,003	$ (29,601)	$ 156,402	0.0
Bondar Marina	Traditional	Internal	$ 120,816	$ (90,853)	$ 29,963	0.0
HSB - Final	Traditional	Internal	$ 431,055	$ (112,752)	$ 318,303	13.6
Community Centres	Traditional	Internal	$ 3,348,126	$ 1,344,360	$ 4,692,486	58.4
GFL Memorial Gardens	Traditional	Internal	$ 2,411,327	$ (1,729,892)	$ 681,435	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 6,658,070	$ (791,536)	$ 5,866,534	72.0

City of Sault Ste Marie

Municipal Service Profile
Aquatics

Program

Community Development and Enterprise Services

Organizational Unit

Recreation and Culture

Type of Service

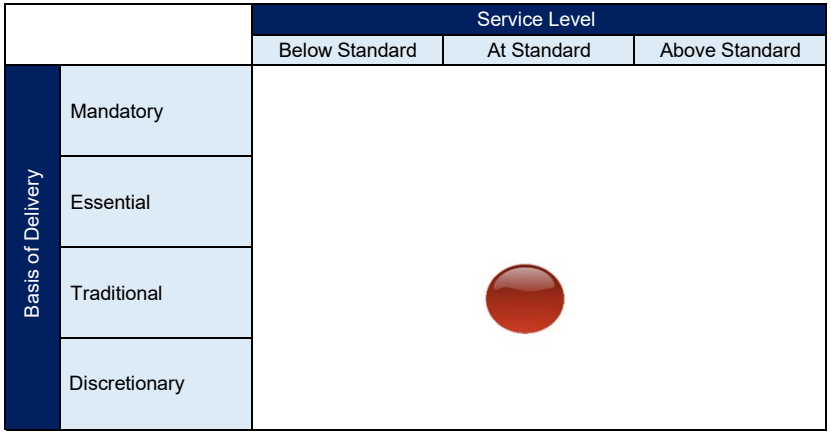
External

Budget (in thousands)

Operating Costs	$	1,434
Revenues	$	(497)
Net Levy	**$**	**937**
FTE's		**25.0**

Service Overview

Aquatics delivers programming utilizing the City's one indoor pools and two outdoor pools, Aquatics programming (Lessons, aquabics, open swim times) is used by residents (infants to seniors), school boards, swim clubs and athletes. The unit provides for two free summer programs (Best for Kids) at the outdoor pools. The City also offers First Aid and CPR, Bronze Cross, Bronze Medallion, NLS, Baby Sitting Course, and Water Safety Instructor certification. Aquatics also oversees the booking of the mutlipurpose room.



Service Value

Aquatics enhances the quality of life for residents by providing fitness and socialization opportunities. Aquatics also contributes to the preservation of life by teaching individuals to swim plus life saving skills.

Performance and Benchmarking

The City currently tracks volume based activities including # of programs and program registrants. A key performance indicator that the City may want to implement is the level of cost recovery by location providing aquatics.

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs and aquatics may need to be aggregated up to the level of recreational facilities.

Basis for Delivery

Traditional – The provision of aquatics programming is a typical municipal function.

Organizational Considerations

The City's aquatics services function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Aquatics

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Residents using aquatics facilities independently • Residents enrolled in aquatics programming • Students who utilize the swimming pools
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Not applicable
Service Output	The output of a service that fulfills a recognized client's need.	(1) Aquatic progamming (2) Access to aquatics infrastructure without programming (3) First Aid and CPR training (4) Lifesaving course (5) Facilities booking (6) Babysitting courses
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource (3) Education and training encounters (4) Education and training encounters (5) Units of resource (6) Education and training encounters
Service Output Level	The quantum of service outputs provided to direct clients.	# of program registrants - 5,681 (2017) and 5,608 (2018) Swim passes - 40,365 (2017) and 48,022 (2018) Participant Days Greco Pool - 3,554 (2017) and 3,807 (2018) Manzo Pool - 2,419 (2017) and 2,335 (2018) Best for Kids - 724 (2017) and 670 (2018) The City also tracks: Rooms booked # of new individuals
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** Aquatics services are provided by the City's own resources.

City of Sault Ste Marie

Municipal Service Profile
Aquatics

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Rhodes Pool	Traditional	Own Resources	$ 1,351,776	$ (496,794)	$ 854,982	25.0
Manzo Pool	Traditional	Own Resources	$ 28,439	$ -	$ 28,439	
Greco Pool	Traditional	Own Resources	$ 54,149	$ -	$ 54,149	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
Total			$ 1,434,364	$ (496,794)	$ 937,570	25.0

City of Sault Ste Marie

Municipal Service Profile
Seniors Services

Program
Community Development and Enterprise Services

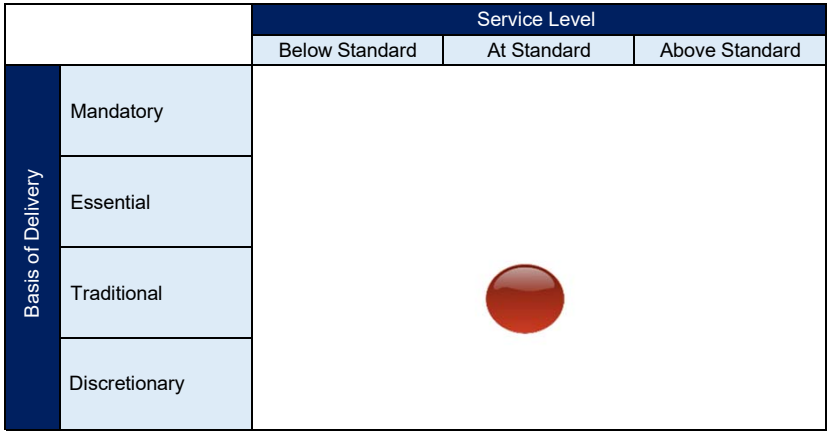
Organizational Unit
Recreation and Culture

Type of Service
External

Budget (in thousands)		
Operating Costs	$	624
Revenues	$	(178)
Net Levy	**$**	**446**
FTE's		**8.8**

Service Overview

Seniors Services provides the opportunity for persons aged 55 years or over to participate in meaningful leisure pursuits by providing services that address the needs of older adults as they relate to information, communication and recreation facilities that are friendly, clean and safe. Seniors services are delivered within two full-time centres providing a variety of programs including, fitness, leisure activiteis, arts and crafts, wellness and educational workshop, trips and special events. In addition to the above, the City also provides referral services to local agencies providing seniors services.



Service Value

Seniors services promote healthy aging by giving residents access to multiple resources available to help them stay active and independent and the centres provide for the opportunity for older adults to connect with peers, families and their community.

Performance and Benchmarking

The City currently tracks volume based activities. It is suggested the City track key performance indicators for activities associated with senior services. At a minimum, we suggest that the City monitor the level of cost recovery by location providing senior services

Cost recovery by location (2019 budget)

Seniors Drop-In - 33%

NCC 55+ - 26%

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs.

Basis for Delivery

Traditional - The provision of seniors services is a typical service offered by municipalities.

Organizational Considerations

The City's seniors services function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Seniors Services

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Individuals who access senior services
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Families of older adults who access seniors services
Service Output	The output of a service that fulfills a recognized client's need.	(1) Programming (2) Drop in service (3) Seniors Advisory Committee (4) Seniors clubs (5) Referrals for senior services
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource (3) Advisory encounters (4) Advisory encounters (5) Matches, referrals and linkages
Service Output Level	The quantum of service outputs provided to direct clients.	Drop In Centre # of programs and participant days 2017 - 293 programs and 14,251 participant days 2018 - 483 programs and 27,068 participant days NCC Seniors Centre # of programs and participant days 2017 - 189 programs and 5,690 participant days 2018 - 280 programs and 10,036 participant days
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** Seniors services is provided by the City's own resources.

City of Sault Ste Marie

Municipal Service Profile
Seniors Services

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
NCC 55+ Programming	Traditional	Own Resources	$ 195,276	$ (64,700)	$ 130,576	8.8
Seniors Drop In	Traditional	Own Resources	$ 428,891	$ (113,548)	$ 315,343	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 624,167	$ (178,248)	$ 445,919	8.8

City of Sault Ste Marie

Municipal Service Profile
Committees

Program
Community Development and Enterprise Services

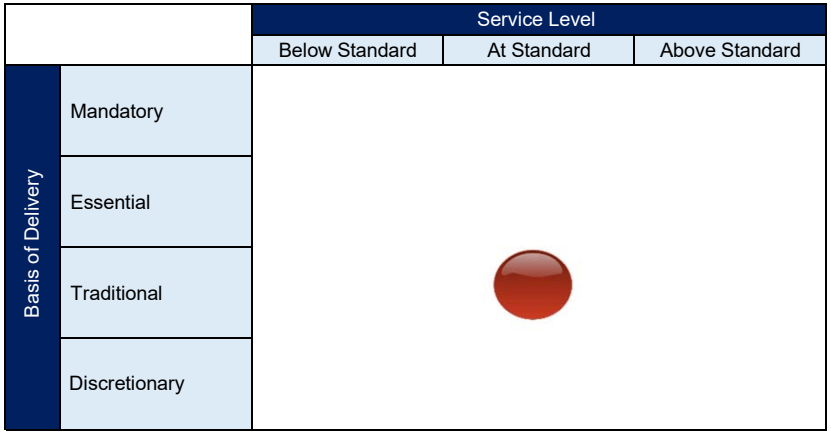
Organizational Unit
Recreation and Culture

Type of Service
External

Budget (in thousands)		
Operating Costs	$	29
Revenues	$	-
Net Levy	**$**	**29**
FTE's		**-**

Service Overview

Recreation and culture oversees 6 Committees of Council and boards which involve community services. The committees and boards include the Mayor's Youth Advisory Council, Municipal Heritage Committee, Parks and Recreation Advisory Committee, Best for Kids Committee, Historic Sites Board and Cultural Advisory Board.



Service Value

These committtees and boards assist Council in its decision making responsibilities and provide opportunities for community engagement.

Performance and Benchmarking

The City currently does not track key performance indicators for committee actitivities. We suggest that the City continue to monitor compliance with provincial legislation including meeting requirements for committee meetings.

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs.

Basis for Delivery

Traditional – The community service based committees and boards are a typical service offered by municipalities.

Organizational Considerations

The City's community services function has the responsibility of committees and these are not typically included in community services for other municipalities. Typically, committees are a responsibility of the Clerks/Corporate Services function with representation from the related service areas.

City of Sault Ste Marie

Municipal Service Profile
Committees

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City Council, who receive suggestions from the committees and boards
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Guidance and advice on matters of relevance and importance to the residents of the City
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Advisory encounters
Service Output Level	The quantum of service outputs provided to direct clients.	6 committees # of committee meetings Mayor's Youth Advisory - 13 meetings each year (2016-18) Best for Kids - 9 meetings each year (2016-18) HSB - 11 meetings each year (2016-18) Municipal Heritage Committee - 10 (2016); 13 (2017); 10 (2018) Parks and Recreation Advisory Committee - 10 meetings each year (2016-18) Cultural Advisory Committee - 5 (2016); 6 (2017); 7 (2018)
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** The committees are provided by the City with its own resources.

City of Sault Ste Marie

Municipal Service Profile
Committees

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Mayor's Youth Advisory	Traditional	Internal	$ 27,500	$ -	$ 27,500	0.0
Parks and Rec Advisory	Traditional	Internal	$ 1,865	$ -	$ 1,865	0.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 29,365	$ -	$ 29,365	-

City of Sault Ste Marie

Municipal Service Profile
Special Events

Program
Community Development and Enterprise Services

Organizational Unit
Recreation and Culture

Type of Service
External

Budget (in thousands)		
Operating Costs	$	20
Revenues	$	(10)
Net Levy	**$**	**10**
FTE's		**-**

Service Overview

Through the City's Recreation and Culture unit, the City provides support for a number of special events throughout the year.
The City's liaison works closely with community organizers to coordinate municipal facility and service requirement for events such as; Rotaryfest, The Bon Soo Winter Carnival, Fringe Fest, Queen Street Cruise, Hub Trail Festival, Poker Run, Duathalon.
In addition, The Recreation and Culture Division organizes numerous events each year including: Canada Day festivities, Summer Concert Series, movies in the park, MYAC Art Gala, Vendor Markets, Go Skate Day, Pump Track Event, Culture Days, Bocce in the Park, activities at the skating trail and other waterfront activations. The ECNHS hosts numerous events each year, examples include; Fridays by the Fire, Group of Seven Dinner Theatre, Fall Rendezvous, Poutine Fest and Blueberry Festival
In addition, the area prepares all licence of occupation agreements for events taking place on City Property.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional		●	
Discretionary			

Service Value

Community services contribute towards the overall quality of life for residents as well as the attractiveness of the community for new residents.

Performance and Benchmarking

The City currently does not track key performance indicators for activities associated with the special events function. At a minimum, we suggest that the City monitor the cost recovery associated with events (however, the majority of the events provided by the City are done so at no cost to the attendee); the economic benefit associated with the events hosted/supported by the City; and attendee satisfaction survey results (when performed).

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs.

Basis for Delivery

Traditional – The coordination and delivery of special events are a typical service offered by municipalities.

Organizational Considerations

The City's special events services function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Special Events

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Residents and visitors of the City who attend events • Community groups
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Liasion with community groups (2) Special event planning
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Advisory encounters (2) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	# of outdoor events 2017 - 84 2018 - 78 # of events and attendance at Bondar Tent 2017 - 48 with attendance of 38,490 2018 - 62 with attendance of 39,196
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** The committees are provided by the City with its own resources.

City of Sault Ste Marie

Municipal Service Profile
Special Events

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Canada Day	Traditional	Internal	$ 20,000	$ (9,500)	$ 10,500	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 20,000	$ (9,500)	$ 10,500	-

City of Sault Ste Marie

Municipal Service Profile
Conventional Transit

Program

Community Development and Enterprise Services

Organizational Unit

Transit

Type of Service

External

Budget (in thousands)

Operating Costs	$	8,496
Revenues	$	(3,540)
Net Levy	**$**	**4,956**
FTE's		**76.6**

Service Overview

The City operates a conventional transit system which operates seven days a week with 26 buses (40' Buses servicing 7 fixed routes and 2 Community Buses servicing 1 route). The City's transit route consists of seven distinct routes across the community which run on a half hour schedule during primetime hours and then on an hourly schedule for non-primetime. The City also provides for taxi services for outlying areas of the community as part of its conventional transit system. Sunday evenings the City will be launching an On Demand' pilot starting Sept 8 2019.
The City's Transit department provides maintenance to the City's fleet of transit buses as well as to the transit terminal. Through the Transit's garage, the unit provides all general maintenance to the City's transit fleet, a stores function for transit's needs and the maintenance of the terminal. The Community Bus is available to all residents, but is specifically designed to accommodate seniors and individuals with special needs. Stops include shopping malls, retirement homes, grocery stores, and the Sault Area Hospital.

Basis of Delivery	Service Level: Below Standard	At Standard	Above Standard
Mandatory		Transit Maintenance	
Essential			
Traditional		The scope of the City's activites with respect to conventional transit services is consistent with other municipalities.	
Discretionary			

Service Value

Public transportation improves upon the quality of life in the City by providing safe, efficient and economical service.

Performance and Benchmarking

The City currently tracks key performance indicators as part of Canadian Urban Transporation Association annual reporting. Key perofrmance indicators are::
Cost Recovery - 27.8% (2017); 26.5% (2018)
Operating cost per trip - $5.05 (2017); $5.65 (2018)
Operating cost per hour - $103.02 (2017); $106.71 (2018)
Operating cost per km - $4.81 (2017); $4.55 (2018)

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's conventional transit services:

- Has the lowest cost recovery (27.8% vs. an average of 39.8% for the comparator municipalties).

Basis for Delivery

Essential/Mandatory - The provision of conventional transit is a typical service offered by municipalities. The City's fleet management activities are required under the provisions of the Commercial Vehicle Operator's Registration ("CVOR") requirements, which are prescribed by the Highway Traffic Act.

Organizational Considerations

The City's conventional transit function has two services that are typically centralized and not delivered exclusively by the transit function including:

- The maintenance of transit's fleet is commonly a centralized function within a municipaliity
- Building maintenance is commonly a centralized function within a municipaliity whereas transit buildings are maintained by transit

City of Sault Ste Marie

Municipal Service Profile
Conventional Transit

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Individuals who access conventional transit • City transit department • City transit terminal users
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City who benefit from reduced traffic congestion • Community organizations and businesses who benefit from conventional transit • Post secondary institutions
Service Output	The output of a service that fulfills a recognized client's need.	(1) Conventional transit services (2) Taxi services (3) Community bus services (4) Transit fleet asset management planning (5) Transit fleet maintenance (6) Transit terminal maintenance (7) Transit stores function
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource (3) Units of resource (4) Creating and changing rules (5) Units of resource (6) Units of resource (7) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	Mileage 2016 - 1,717,100 kms 2017 - 1,662,739 kms 2018 - 1,713,079 kms Community bus - 102,165 kms (2018) 7 routes and 1 Community Bus Route The City also tracks the following volume based activities: Ridership, Deficit per Passenger, Age of Fleet, Fuel Usage, Repairs & Maintenance, FT Turnover Rate, First Treatments etc.
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal -** the City provides conventional transit services with its own resources. The City's transit maintenance is provided primarily with their own resources. Specialized maintenance on the transit fleet may be purchased when necessary.

City of Sault Ste Marie

Municipal Service Profile
Conventional Transit

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Transit - Operations	Essential	Internal	$ 4,333,915	$ -	$ 4,333,915	76.6
Transit - Administration	Essential	Internal	$ 874,849	$ (3,536,319)	$ (2,661,470)	
Transit - Community Bus	Essential	Internal	$ 160,793	$ (3,544)	$ 157,249	
Transit - Fleet	Mandatory	Internal	$ 2,333,045	$ -	$ 2,333,045	
Transit - Garage	Mandatory	Internal	$ 676,087	$ -	$ 676,087	
Transit - Terminal	Mandatory	Internal	$ 117,231		$ 117,231	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 8,495,920	$ (3,539,863)	$ 4,956,057	76.6

City of Sault Ste Marie

Municipal Service Profile
Specialized Transit

Program
Community Development and Enterprise Services

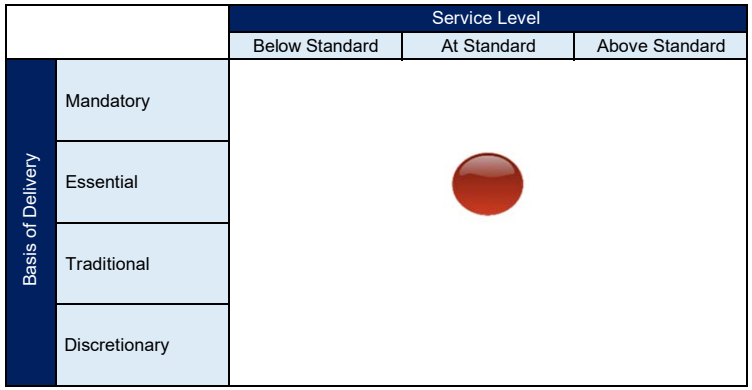
Organizational Unit
Specialized Transit

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	1,493
Revenues	$	(78)
Net Levy	**$**	**1,415**
FTE's		**12.3**

Service Overview

In addition to the City's conventional transit system, the City provides two alternative methods of transit for its residents that require accommodation.
The Parabus is a specialized, curb-to-curb public transit service for persons with physical disabilities which is considered to be one's inability to walk the distance of 175 meters. An individual who is confined to a wheelchair or receives hemo-dialysis treatments is also eligible to use the service.



Service Value

Specialized transit provides transportation in order to help remove and prevent barriers that affect a person's ability to gain and maintain employment, access health care, and pursue recreational, educational and social activities for themselves and their family.

Performance and Benchmarking

The City currently tracks key performance indicators as part of Canadian Urban Transporation Association annual reporting. Key perofrmance indicators are::
Cost Recovery - 6.0% (2017); 6.0% (2018)
Operating cost per trip - $28.08 (2017); $27.92 (2018)
Operating cost per hour - $65.33 (2017); $68.25 (2018)
Operating cost per km - $4.40 (2017); $4.61 (2018)

In comparison to the selected comparator municipalities (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), the City's specialized transit services:

- Has the second lowest cost recovery (6.0% vs. an average of 10.0% for the comparator municipalties).

Basis for Delivery

Essential - The provision of specialized transit is a typical service offered by municipalities.

Organizational Considerations

The City's specialized transit function has two services that are typically centralized and not delivered exclusively by the transit function including:

- The maintenance of transit's fleet is commonly a centralized function within a municipaliity

City of Sault Ste Marie

Municipal Service Profile
Specialized Transit

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Individuals who receive access to specialized transit (parabus) • Individuals who receive access to specialized transit (Community bus)
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Community organizations that benefit from its members accessing transit
Service Output	The output of a service that fulfills a recognized client's need.	(1) Parabus services
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	Parabus - 309,808 kms (2018) 11 vehicles 3,163 active registrants 44,022 service trips
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined -** Specialized transit services is provided by the City's own resources with capacity managed by a third party

City of Sault Ste Marie

Municipal Service Profile
Specialized Transit

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Transit - Parabus	Essential	Combined	$ 1,493,257	$ (78,175)	$ 1,415,082	12.3
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 1,493,257	$ (78,175)	$ 1,415,082	12.3

City of Sault Ste Marie

Municipal Service Profile
Parking

Program
Community Development and Enterprise Services

Organizational Unit
Parking

Type of Service
External

Budget (in thousands)		
Operating Costs	$	514
Revenues	$	(454)
Net Levy	**$**	**60**
FTE's		**1.7**

Service Overview

The City provides a combination of convenient short-term on-street parking and long-term off-street parking to support residents, businesses, commercial and institutional facilities and entertainment venues. Parking Enforcement is done during regular business hours (Mon-Fri 8AM - 4PM) in the Downtown core, including City owned parking lots and on street meters/Pay and Displays. Mobile Parking Payment App to be launched Sept 2018 to offer another means of paying for parking.

Basis of Delivery	Service Level: Below Standard	Service Level: At Standard	Service Level: Above Standard
Mandatory			
Essential			
Traditional			
Discretionary			

The City's parking services are considered to be above standard with the provision of 2 hour free parking

Service Value

Effective parking management balances residential street parking needs for residents and visitors and the commercial and transportation needs of the community. It also ensures that traffic flows during peak times are not impeded, emergency vehicles have access to buildings and water connections and persons with accessibility parking permits have access to designated accessible parking spaces.

Performance and Benchmarking

The City currently does not track key performance indicators for parking activities. At a minimum, we suggest that the City monitor the level of cost recovery on an annual basis:
Cost recovery (2019 budget)
Parking - 88%

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs.and cost recovery.

Basis for Delivery

Traditional – Municipal parking management is a service offered by all larger municipalities.

Organizational Considerations

The City's parking function does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
Parking

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Vehicle drivers in the community
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents, local businesses, and institutions that rely on municipal parking spaces
Service Output	The output of a service that fulfills a recognized client's need.	(1) Provision of street parking (2) Provision of lot parking
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Units of resource (2) Units of resource
Service Output Level	The quantum of service outputs provided to direct clients.	The City maintains 974 parking spots within 10 parking lots and an additional 346 metered/pay and display spots
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Combined** - Parking enforcement is provided by a third party service provider but maintenance of the lots is provided by the City's own resources.

City of Sault Ste Marie

Municipal Service Profile
Parking

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
Parking	Traditional	External	$ 514,188	$ (453,611)	$ 60,577	1.7
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 514,188	$ (453,611)	$ 60,577	1.7

City of Sault Ste Marie

Municipal Service Profile
Immigration Services

Program
Community Development and Enterprise Services

Organizational Unit
Immigration Services

Type of Service
External

Budget (in thousands)		
Operating Costs	$	268
Revenues	$	(268)
Net Levy	**$**	**-**
FTE's		**3.0**

Service Overview

Immigration Services aims to foster economic growth and promote a caring city through community partnerships that support and retain immigrants to the community. The City's Immigration Services provide research regarding trends and incoming populations, support their community partners in delivering upon their action plans and coordinate with regional Local Immigration Partnership ('LIP') to assist in the influence and development of policy.

Basis of Delivery	Service Level: Below Standard	At Standard	Above Standard
Mandatory			
Essential			
Traditional			
Discretionary		The scope of the City's activites with respect to immigration services is consistent with other municipalities.	

Service Value

Immigration Services seeks to ensure that the City's opportunities with respect to maximizing the economic benefits of immigration are maximized, as well as to ensure that newcomer residents are successfully integrated into and retained within the community.

Performance and Benchmarking

The City currently does not track key performance indicators for local immigrations activities. At a minimum, we suggest that the City monitor measure the number of work plan items completed by the Local Immigration Program.

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs.

Basis for Delivery

Traditional – Single and upper tier municipalities participate in Federally-funded programs involving the development of local immigration partnerships.

Organizational Considerations

The City's Local Immigration Program does not include any services that are typically found elsewhere in the organization.and the services typically fall within the purview of the Deputy CAO of Community Development and Enterprise Services given the strategic nature of immigration services.

City of Sault Ste Marie

Municipal Service Profile
Immigration Services

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• Community groups involved with the City's Local Immigration Partnership • Cultural groups within the City • Agenices that serve immigrants, new comers and refugees
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Immigrants, new comers and refugees to the City
Service Output	The output of a service that fulfills a recognized client's need.	(1) Strategic and operational decision making and problem resolution (2) Linkages between Council's strategic plan and the City's operations (3) Intergovernmental relations (4) Capacity building (5) Knowledge transfer (6) Grant research and support (7) Advocacy (8) Public outreach
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Rules (2) Advisory encounters (3) New knowledge (4) Advisory encounters (5) New knowledge (6) Advisory encounters (7) Advocacy and promotional encounters (8) Advoacy and promotional encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Number of active partners - 54
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - Immigration services are provided with internal resources.

Definition

City of Sault Ste Marie

Municipal Service Profile
Immigration Services

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
ISAP - Immigration Program	Traditional	Internal	$ 267,811	$ (268,248)	$ (437)	3.0
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
					$ -	
Total			$ 267,811	$ (268,248)	$ (437)	3.0

City of Sault Ste Marie

Municipal Service Profile
FutureSSM

Program
Community Development and Enterprise Services

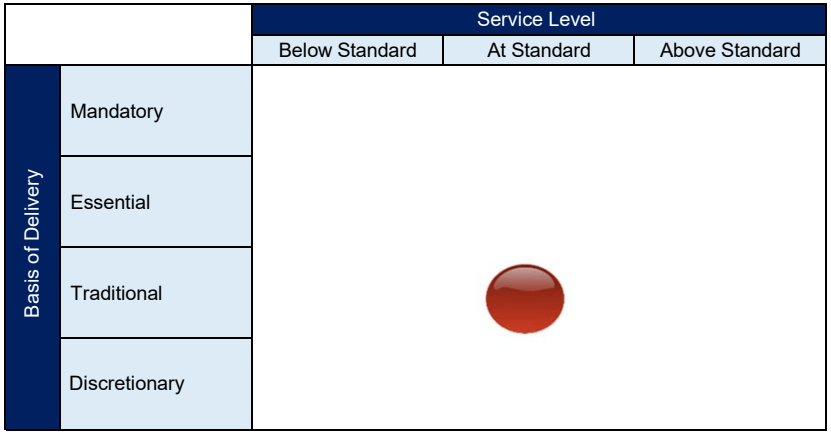
Organizational Unit
FutureSSM

Type of Service
Internal

Budget (in thousands)		
Operating Costs	$	1,378
Revenues	$	(933)
Net Levy	**$**	**445**
FTE's		**7.0**

Service Overview

FutureSSM is a community revitalization and development initiative that the City has created within the past year. The initiative is built upon four pillars: cultural vitality, economic growth and diversity, environmental sustainability, and social equity. The initiative is overseen by the Community Development Roundtable which includes the involvement and participation of a broad base of different community organizations with City Council providing the potential identification of priorities as well as serving as the ultimate decision maker.



Service Value

FutureSSM is a forward-thinking division of the Community Economic Development and Enterprise Services (CDES) Department at the City of Sault Ste. Marie.
FutureSSM is implementing our community's collective vision to build a great city where people want to live, visit and do business. FutureSSM's team is working alongside community members to fulfill and build upon the recommendations laid out in the Community Adjustment Committee Report, A Common Cause and New Direction for Sault Ste. Marie.

Performance and Benchmarking

The City currently does not track key performance indicators for the activities associated with FutureSSM. At a minimum, we suggest that the City monitor measure the number of work plan items completed by FutureSSM and outcomes related to FutureSSM's strategic plan.

Upon an initial scan of the budgets for the selected municipal comparators (Sudbury, North Bay, Thunder Bay, Timmins and Peterborough), additional information is required from each to complete benchmarking the service which will be done on the basis of per household costs.

Basis for Delivery

Traditional - Community revitalization and development initiatives are typically undertaken by similarly sized municipalities.

Organizational Considerations

FutureSSM does not include any services that are typically found elsewhere in the organization.

City of Sault Ste Marie

Municipal Service Profile
FutureSSM

Profile Component	Definition	
Direct Client	A party that receives a service output and a service value.	• City staff and Council involved in community development and revitalization • Stakeholders involved in the implementation of the initiative's projects
Indirect Client	A set of parties that benefits from a service value without receiving the service output directly.	• Residents of the City who benefit from the initiative's projects
Service Output	The output of a service that fulfills a recognized client's need.	(1) Implementation of the initiative's projects (2) Collaboration with community groups and other City departments
Service Output Type	A classification of service outputs based on the Municipal Reference Model.	(1) Implementing changes (2) Advisory encounters
Service Output Level	The quantum of service outputs provided to direct clients.	Based on 2017 Final Report: Community Engagement Activities: Committee Members, Subcommittees and Resource People - 100 Open houses - 149 Presentations - 108 Email submissions - 35 Social media and website - 4,498
Primary Delivery Model	How the service is predominantly delivered, recognizing that a combination of delivery models may be used.	**Internal** - FutureSSM is provided with the use of internal resources.

City of Sault Ste Marie

Municipal Service Profile
FutureSSM

Sub-Service/Process	Basis for Delivery	Delivery Model	Financial Information (2019 Budget)			
			Operating Costs	Non-Taxation Revenue	Net Levy Requirement	FTEs
FutureSSM	Traditional	Internal	$ 1,377,933	$ (933,277)	$ 444,656	7.0
					$ -	
					$ -	
					$ -	
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					$ -	
					$ -	
					$ -	
Total			$ 1,377,933	$ (933,277)	$ 444,656	7.0

kpmg.ca

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The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

KPMG

City of Sault Ste Marie Third Party Review

Current State Process Maps Report

Version 2 (Dec 10)



Introduction

KPMG LLP ("KPMG") is very pleased to provide our report on selected work processes delivered by the City of Sault Ste. Marie, forming part of a broader service review. As outlined in the terms of reference for our engagement, the overall goal of the service review is to better understand the relevance, effectiveness and efficiency of programs and services offered by the City (the "City") and to identify opportunities consistent with the objectives of the Province of Ontario's Audit and Accountability Fund (the "AAF').

A. Structure of the Report

This document presents the current state of selected workflow processes identified during the course of the service review. Upon verification of the current state process maps, KPMG provided a series of potential process improvements to enhance the City's effectiveness and efficiency in its service delivery, consistent with the objectives of the AAF. For the purposes of presenting our findings, we have structured our report as follows:

- **Chapter I** provides the current state process maps for work processes associated with the delivery of corporate finance services; and
- **Chapter II** the current state process maps for work processes associated with the delivery of public works services.
- Chapter III provides the City with a potential framework to assist the City with the implementation of process change.

During the process mapping exercises, the following departments provided prepared process maps for the purposes of reviewing workflow process with KPMG. Those services and processes were as follows:

- **Land use planning** – City staff provided physical and electronic copies of process maps for an Official Plan Amendments/Rezoning application, a subdivision process, a minor variance application, site plan control process and a consent application process;
- **Building inspection and bylaw enforcement** – City staff provided physical copies of process maps with respect to the application of a building permit and the enforcement of property standards; City staff also provided a demonstration of the City's ability to track and monitor matters related to building permits and bylaw enforcement; and
- **Human resources** – City staff provided physical copies of process maps for the recruitment process, the process for employee investigations and voluntary resignation process.

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Introduction

B. Acknowledgement

We would like to take the opportunity to acknowledge the assistance and cooperation provided by staff of the City that participated in the service review. We appreciate that reviews such as this can be difficult for staff and we would be remiss if we did not express our appreciation for the cooperation afforded to us.

C. Restrictions

This report is based on information and documentation that was made available to KPMG at the date of this report. We had access to information up to October 11, 2019 in order to arrive at our observations but, should additional documentation or other information become available which impacts upon the observations reached in our report, we will reserve the right, if we consider it necessary, to amend our report accordingly. This report and the observations and recommendations expressed herein are valid only in the context of the whole report. Selected observations and recommendations should not be examined outside of the context of the report in its entirety.

Our observations and full report are confidential and are intended for the use of the City. Our review was limited to, and our recommendations are based on, the procedures conducted. The scope of our engagement was, by design, limited and therefore the observations and recommendations should be in the context of the procedures performed. In this capacity, we are not acting as external auditors and, accordingly, our work does not constitute an audit, examination, attestation, or specified procedures engagement in the nature of that conducted by external auditors on financial statements or other information and does not result in the expression of an opinion.

Pursuant to the terms of our engagement, it is understood and agreed that all decisions in connection with the implementation of advice and opportunities as provided by KPMG during the course of this engagement shall be the responsibility of, and made by, the City of Sault Ste. Marie. Accordingly, KPMG will assume no responsibility for any losses or expenses incurred by any party as a result of the reliance on our report.

This report includes or makes reference to future oriented financial information. Readers are cautioned that since these financial projections are based on assumptions regarding future events, actual results will vary from the information presented even if the hypotheses occur, and the variations may be material.

Comments in this report are not intended, nor should they be interpreted, to be legal advice or opinion.

KPMG has no present or contemplated interest in the City of Sault Ste. Marie nor are we an insider or associate of the City of Sault Ste. Marie or its management team. Our fees for this engagement are not contingent upon our findings or any other event. While KPMG does provide auditing and other professional services to the City of Sault Ste. Marie, the service review was conducted by KPMG partners and employees that are not involved in the provision of these services. Accordingly, we believe we are independent of the City of Sault Ste. Marie and are acting objectively.

D. Confidentiality

KPMG requests that the confidentiality of this report be maintained in the event of a request under the Municipal Freedom of Information and Protection of Privacy Act to the extent permitted by the available exemptions.

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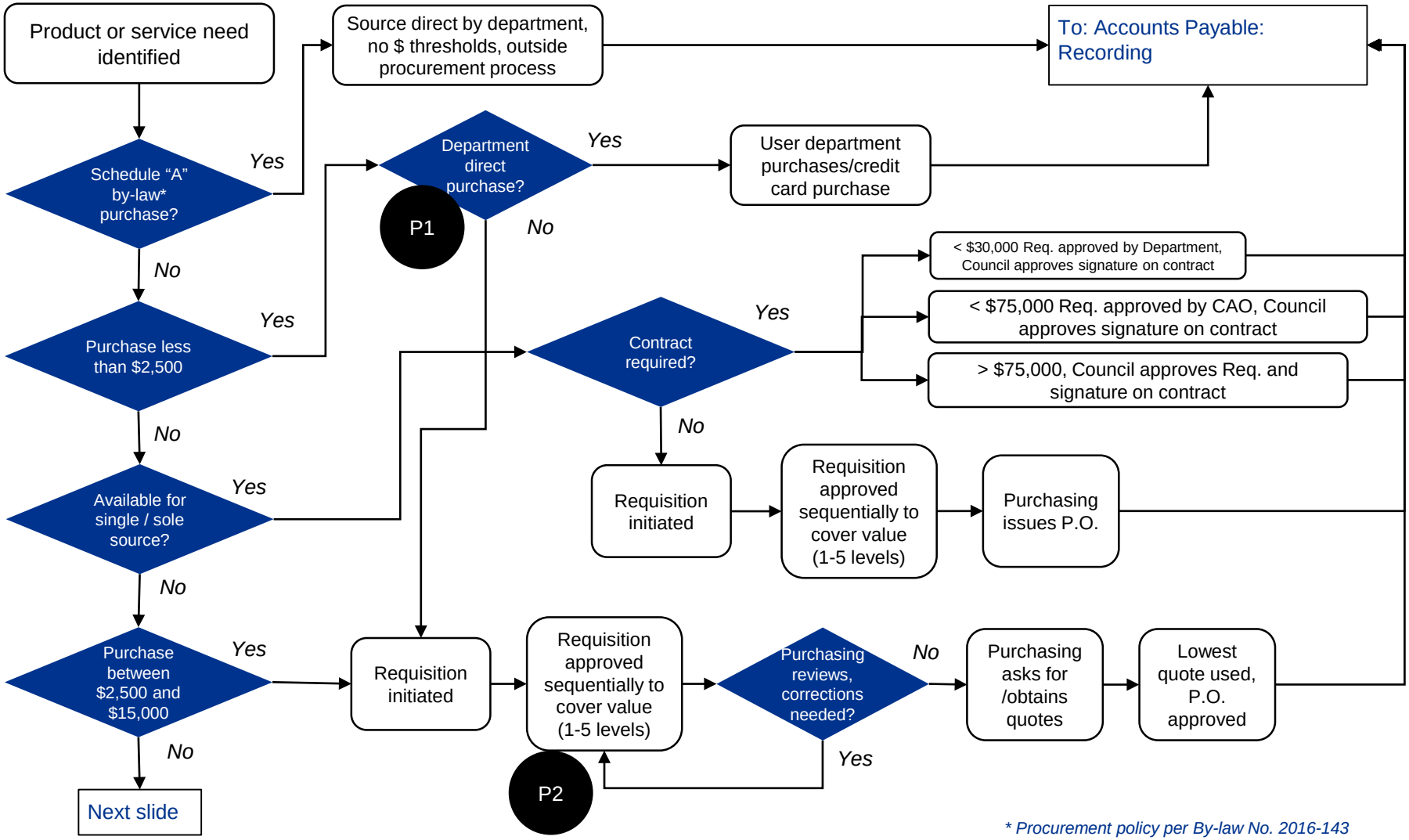
KPMG

City of Sault Ste Marie Third Party Review

Chapter I - Corporate Finance Process Maps



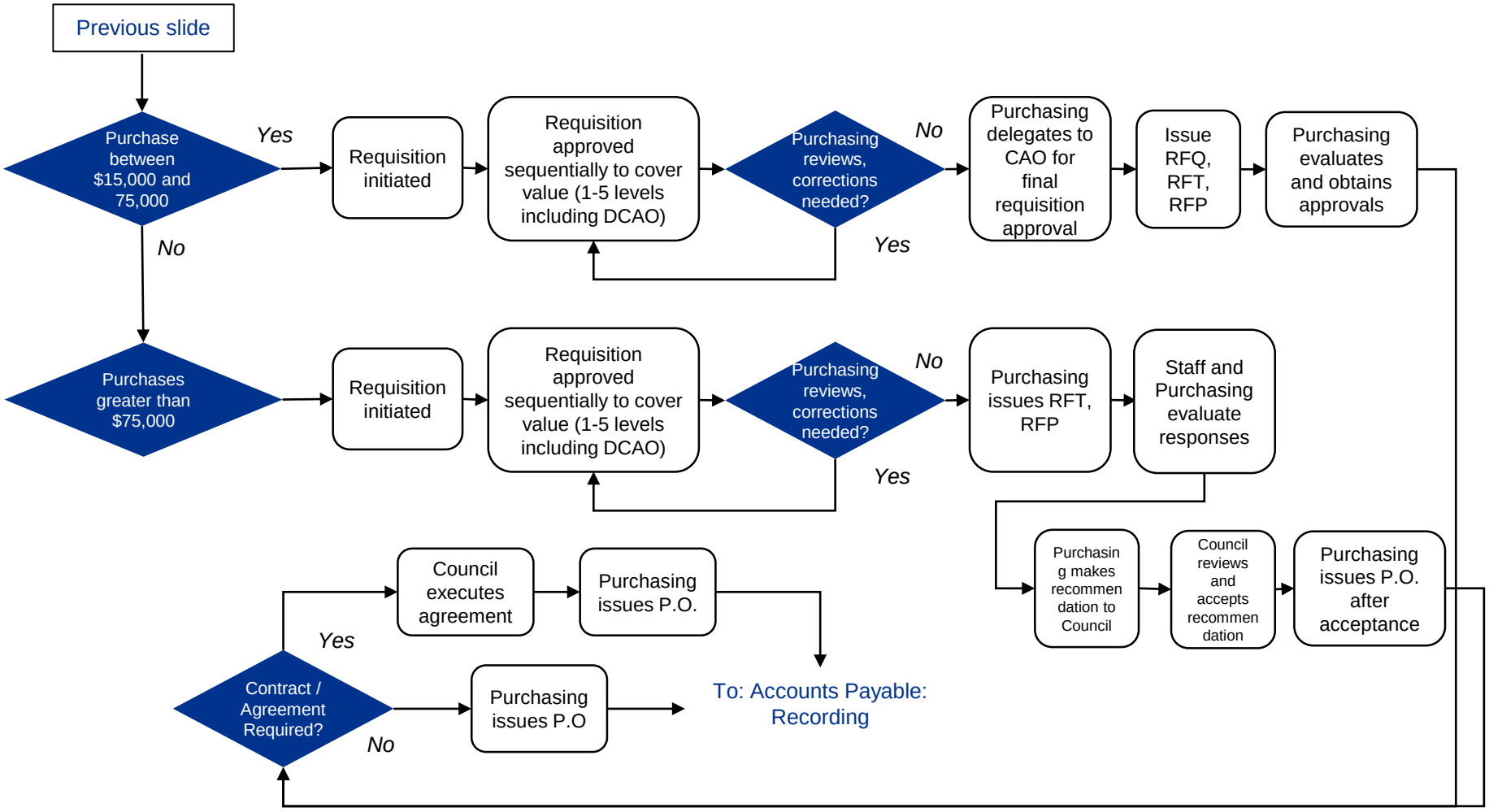
Procurement



** Procurement policy per By-law No. 2016-143*

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Procurement (continued)



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Procurement

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Procurement	**Inefficiency:** Even below $2,500 purchase has change to go through full PO process "just because" a department prefers it, or due to a "transparency" need - ie: property work that needs to be charged to the land owner, they have quotes to prove they got a fair price. However, through this process I was told they put through a PO for $16.	The City may want to review its current procurement bylaw to ensure that it still meets the needs of the organization
P2	Procurement	**Inefficiency:** High number of approvals needed at very low values ($1000, 2500, 5000) to get a purchase through the system - doesn't skip to highest level approval - any re-work has to start all over again - which sometimes drives department or purchasing to get quotes ahead of the PO process due to system not allowing for modifications along the way.	The City may want to review its current procurement bylaw to ensure that it still meets the needs of the organization

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Payroll: Analysis of Electronic vs Manual processes

Department	Electronic Timesheets	Electronic Approval	Manual Paper Timesheets/Tracking	Manual approval
Finance	✔	✔		
CAO/Mayor	✔	✔		
Clerks/IT	✔	✔		
Engineering	✔	✔		
Planning	✔	✔		
Building Services	✔	✔		
Legal	✔	✔		
CDES		✔	✔	
Library			✔	✔
Police	✔			✔
Fire/EMS			✔	✔
PWT			✔	✔

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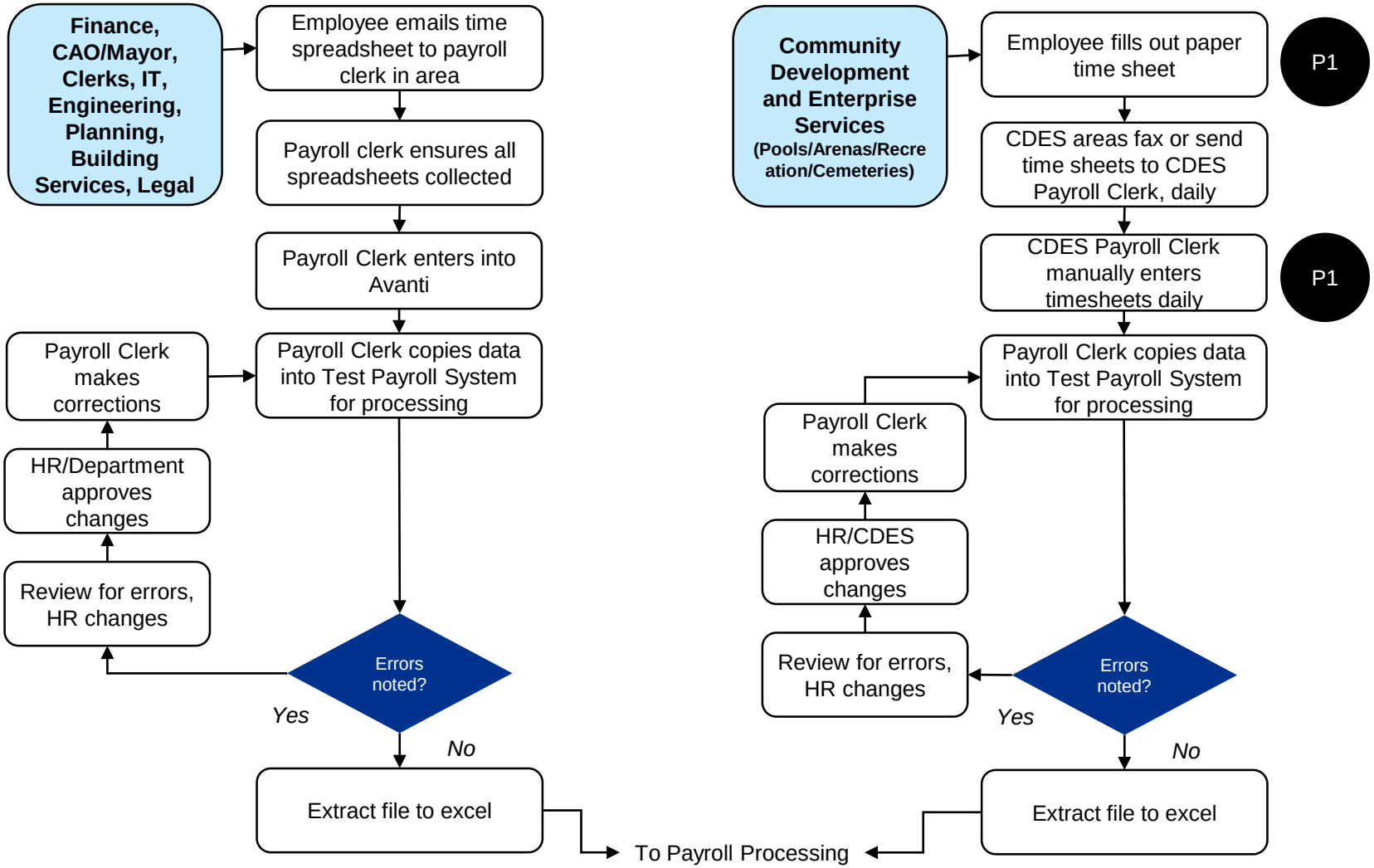
Payroll: Analysis of Electronic vs Manual processes

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Payroll: Analysis of Electronic vs Manual processes	**Inefficiency:** There are several multiple process streams which are required to process payroll on a regular basis. Time is required to follow up on 6 independent processes to ensure data is complete from each process. This requires additional time and follow up.	The City may want to consider ways to streamline the payroll process to ensure that information is collected and transmitted consistently between departments, reducing the focused follow-up required for multiple inputs to the payment process.

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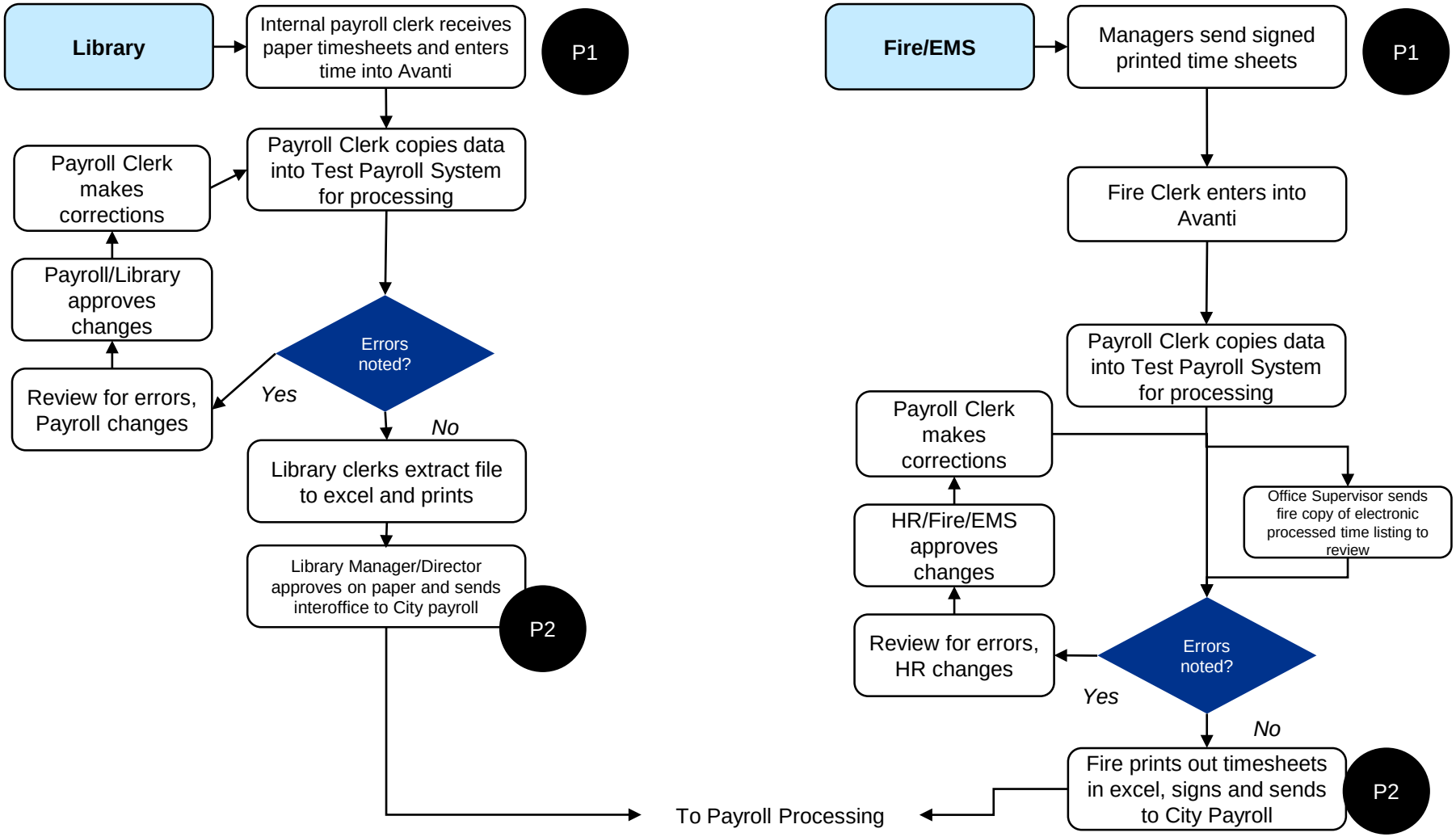
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Payroll (continued)



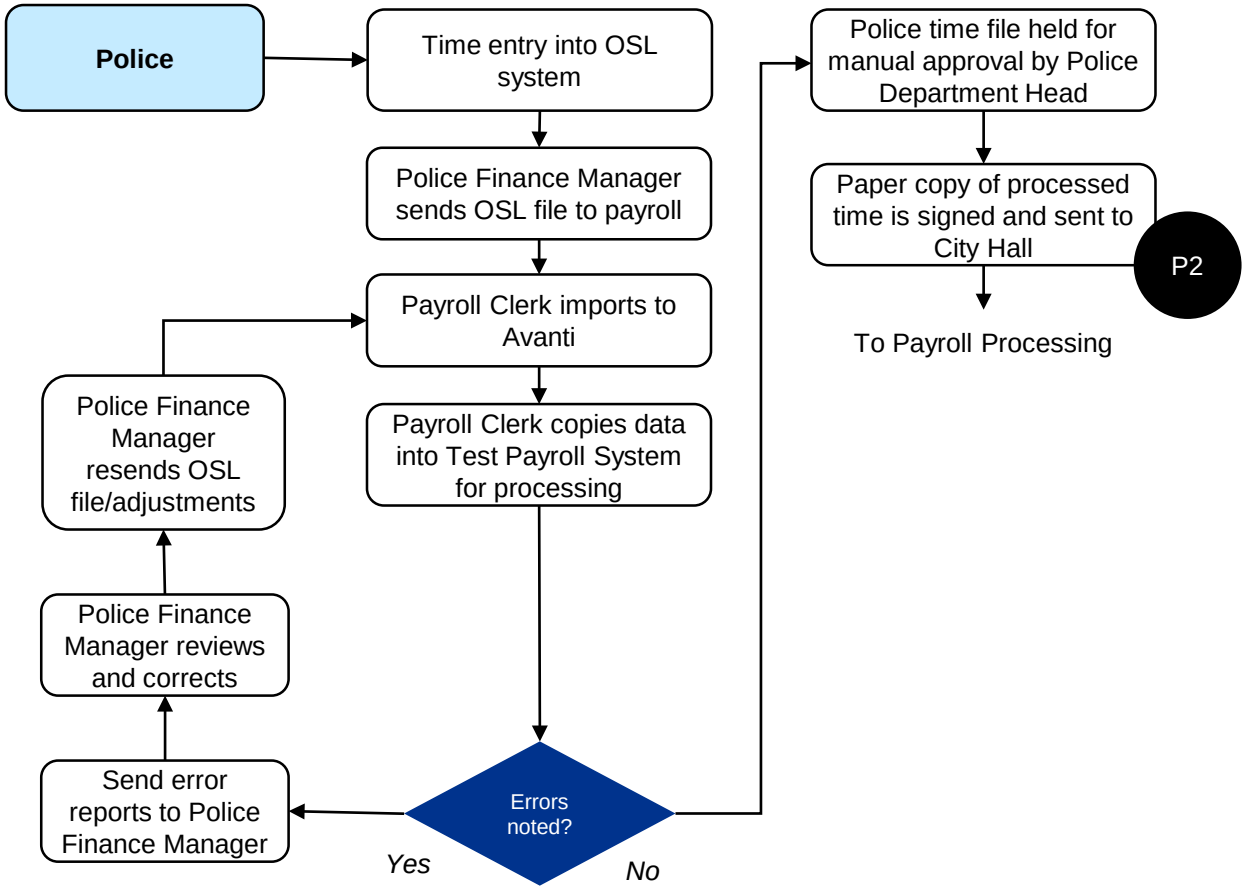
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Payroll (continued)



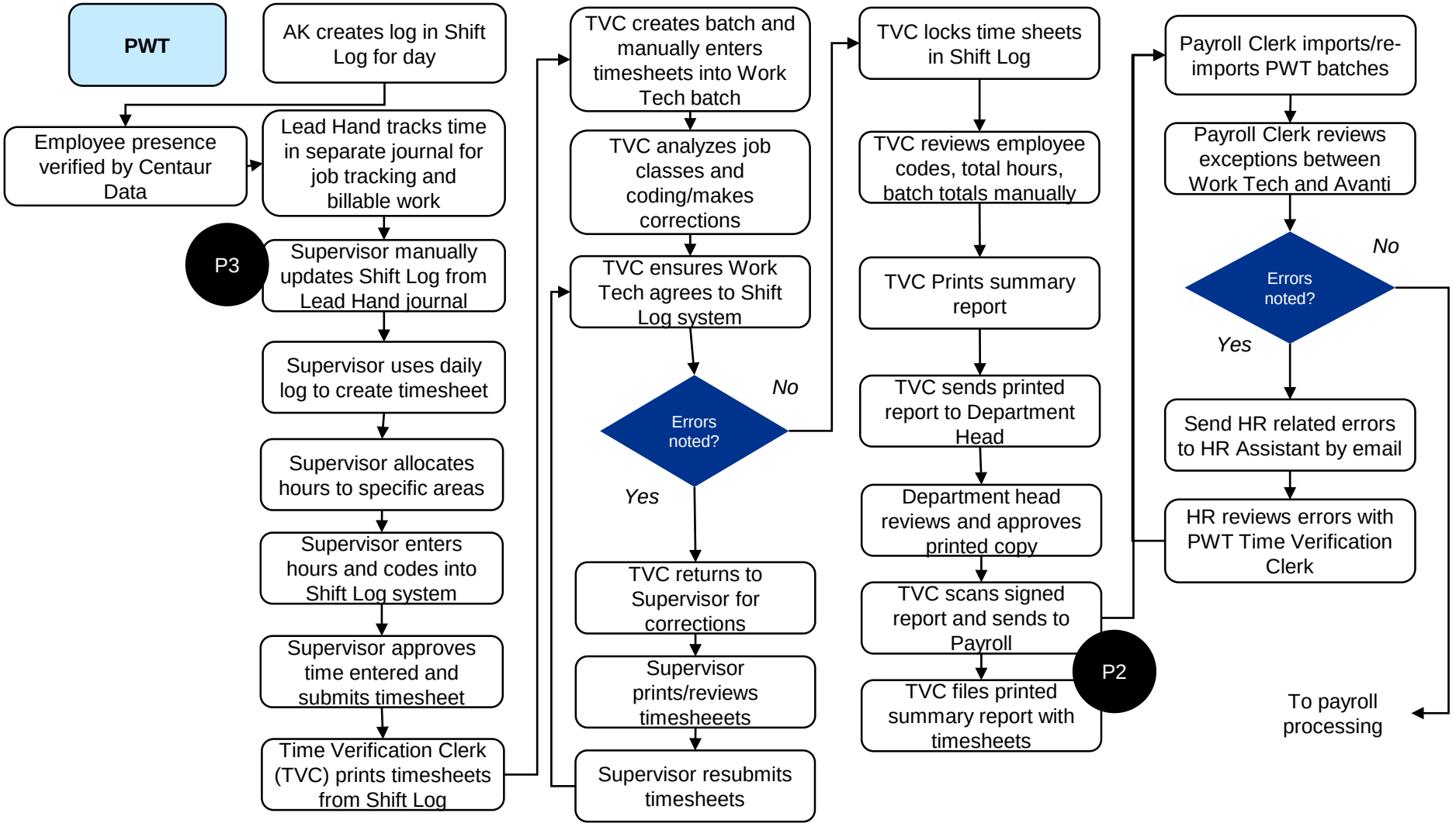
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Payroll (continued)



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Payroll (continued)



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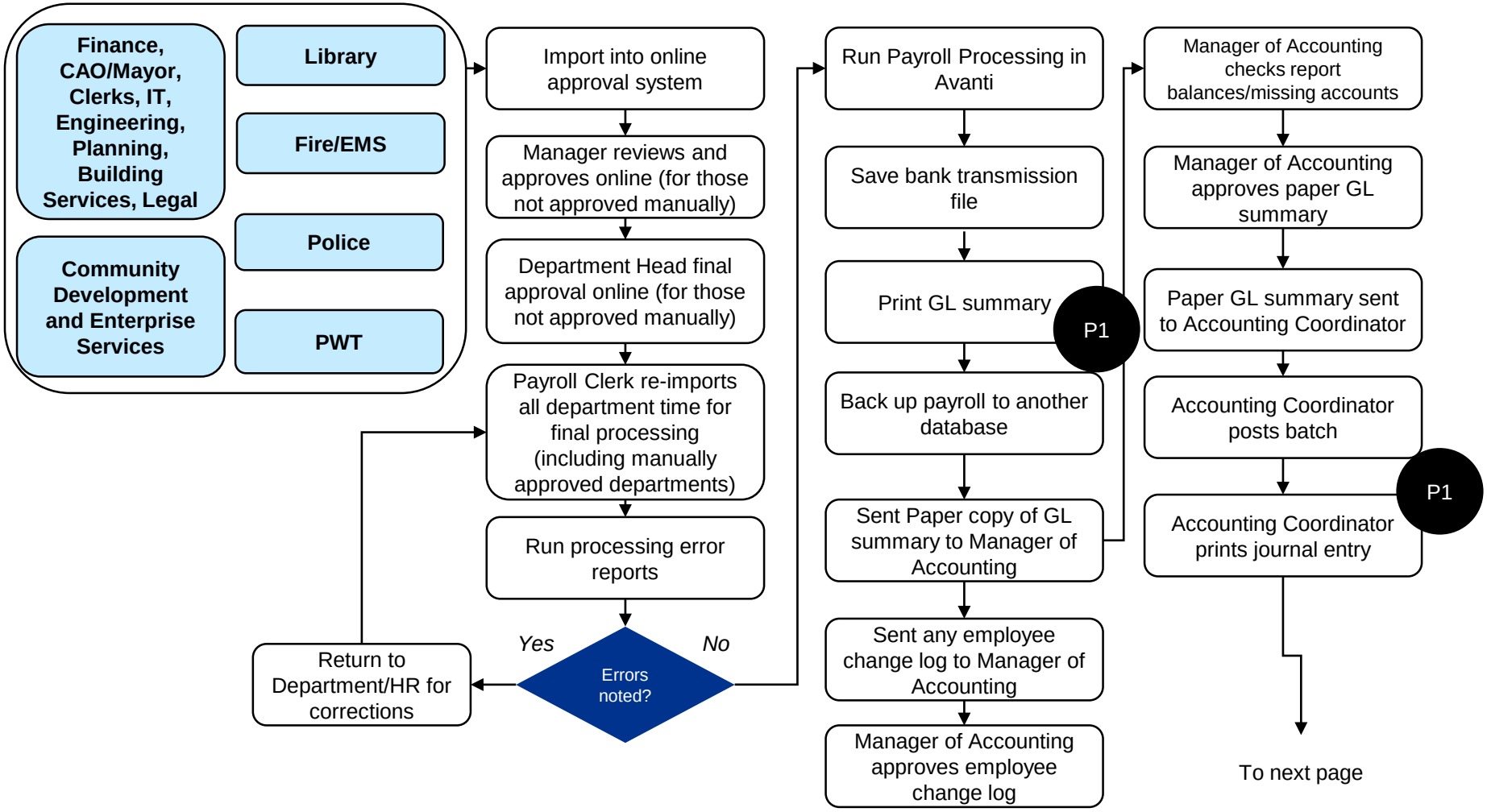
Payroll

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Payroll: Payroll	**Inefficiency:** There are several instances of timesheets being prepared manually which can result in timesheets being inaccurate (e.g. all hours not adding to the appropriate number of hours every pay period) or incomplete (e.g. description of the tasks and projects completed not being recorded). The additional issue created by the use of manual timesheets is a duplication of efforts whereas departmental staff then have to enter timesheet information upon receipt.	Have staff complete timesheets electronically, restricting submission until all errors or discrepancies have been addressed. This will remove the duplication of efforts in the process.
P2	Payroll: Payroll	**Inefficiency:** There are several instances where time reports are transferred from departments to payroll in manual paper form. In some cases, these printed reports are scanned electronically to payroll and the printed copy is stored.	The City may want to utilize electronic approval of reports as opposed to producing physical copies that need to be transported between departments. The production of physical copies require more resources of the organization including storage space.
P3	Payroll: Payroll	It was identified during the sessions that the Supervisor is manually entering data into Shift Log from the Lead Hand daily logs and subsequently also approving the time entered into Shift Log. This presents the risk of errors occurring on entry as no secondary review is occurring with the data being entered.	Entry of time data into Shift Log should be reviewed by an individual superior to the employee preparing the entries to ensure no errors have been inadvertently made.

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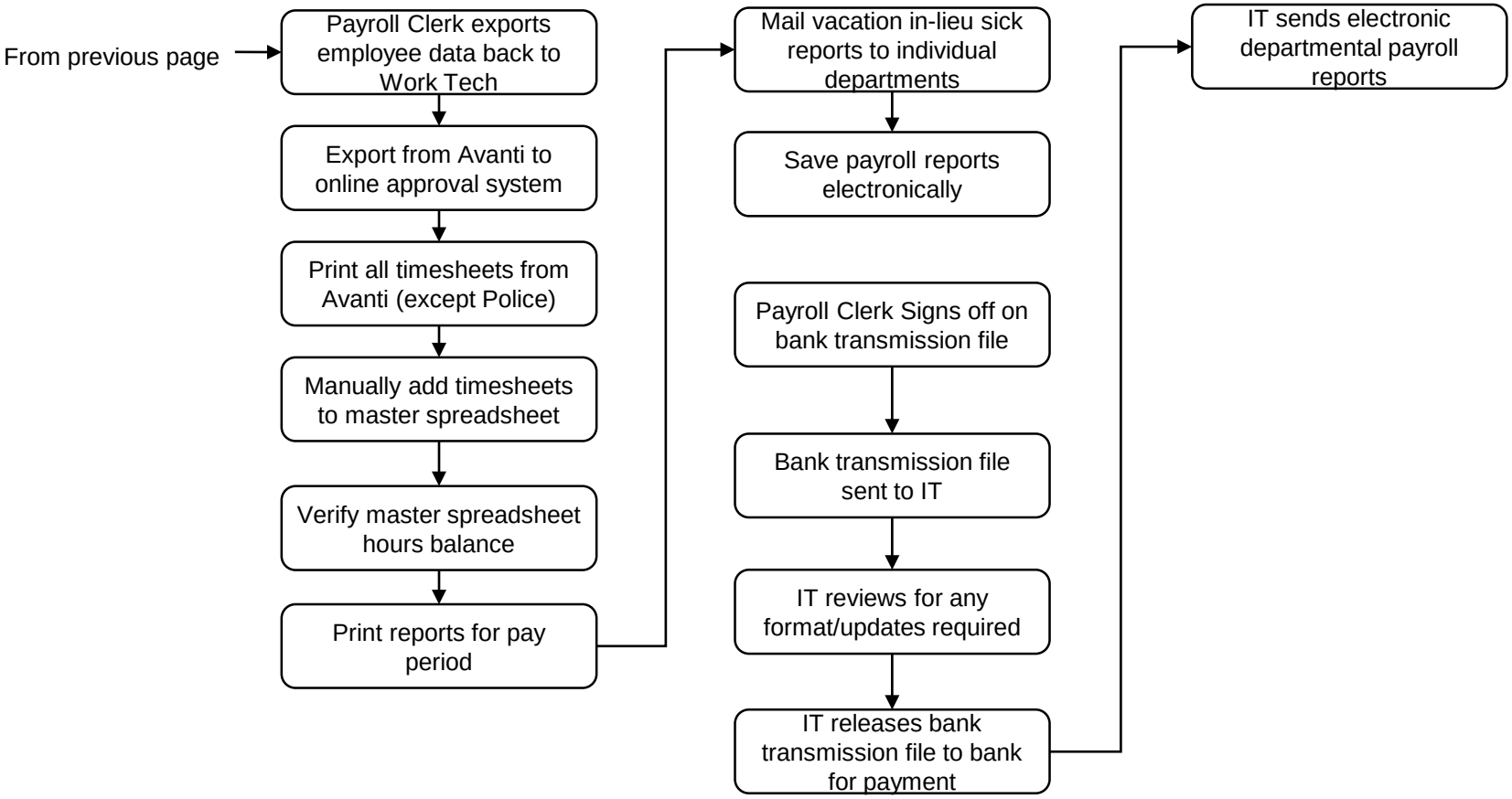
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Payroll Processing



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Payroll Processing (continued)



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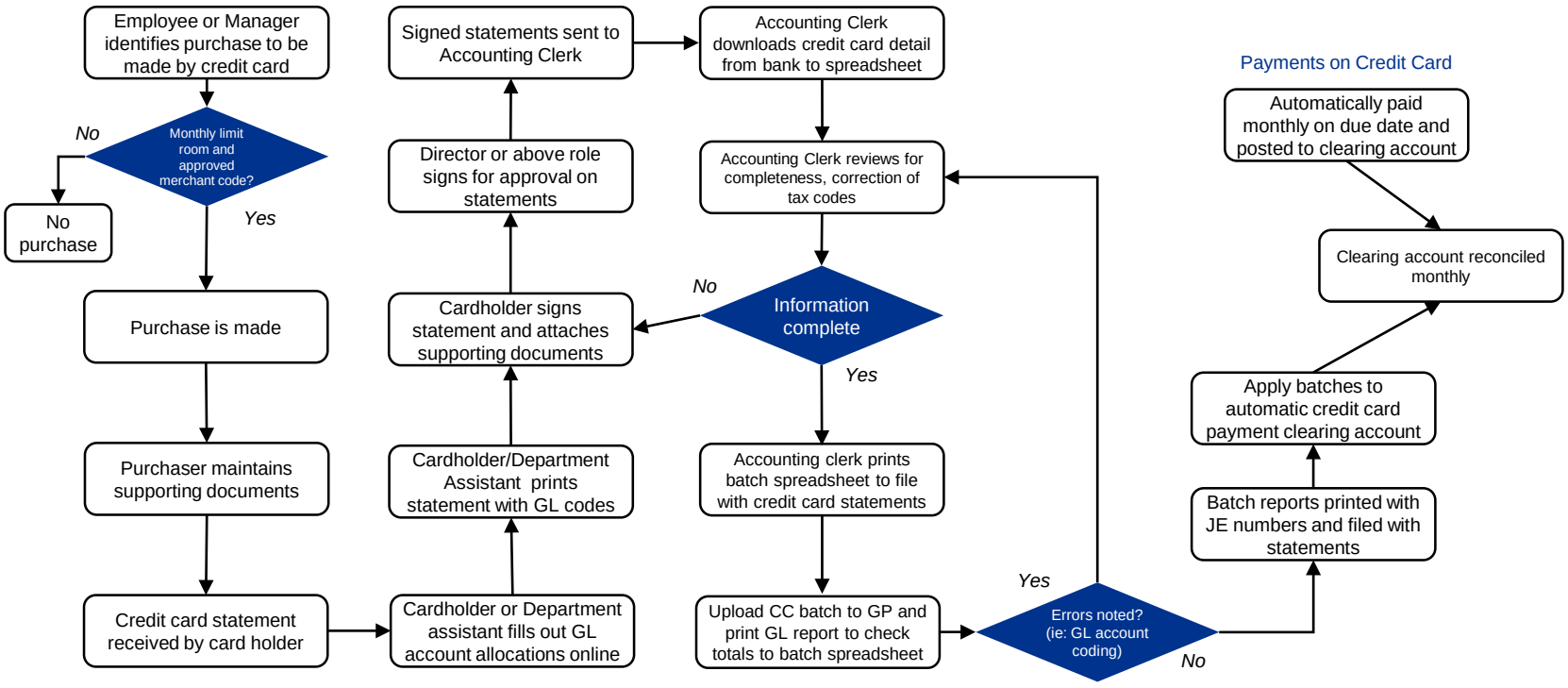
Payroll Processing

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Payroll: Payroll Processing	**Inefficiency:** There are several instances where summary reports and general ledger reports are printed to be reviewed and approved.	The City may want to utilize electronic approval of reports as opposed to producing physical copies for the purpose of approval signatures. The production of physical copies require more resources of the organization including storage space.

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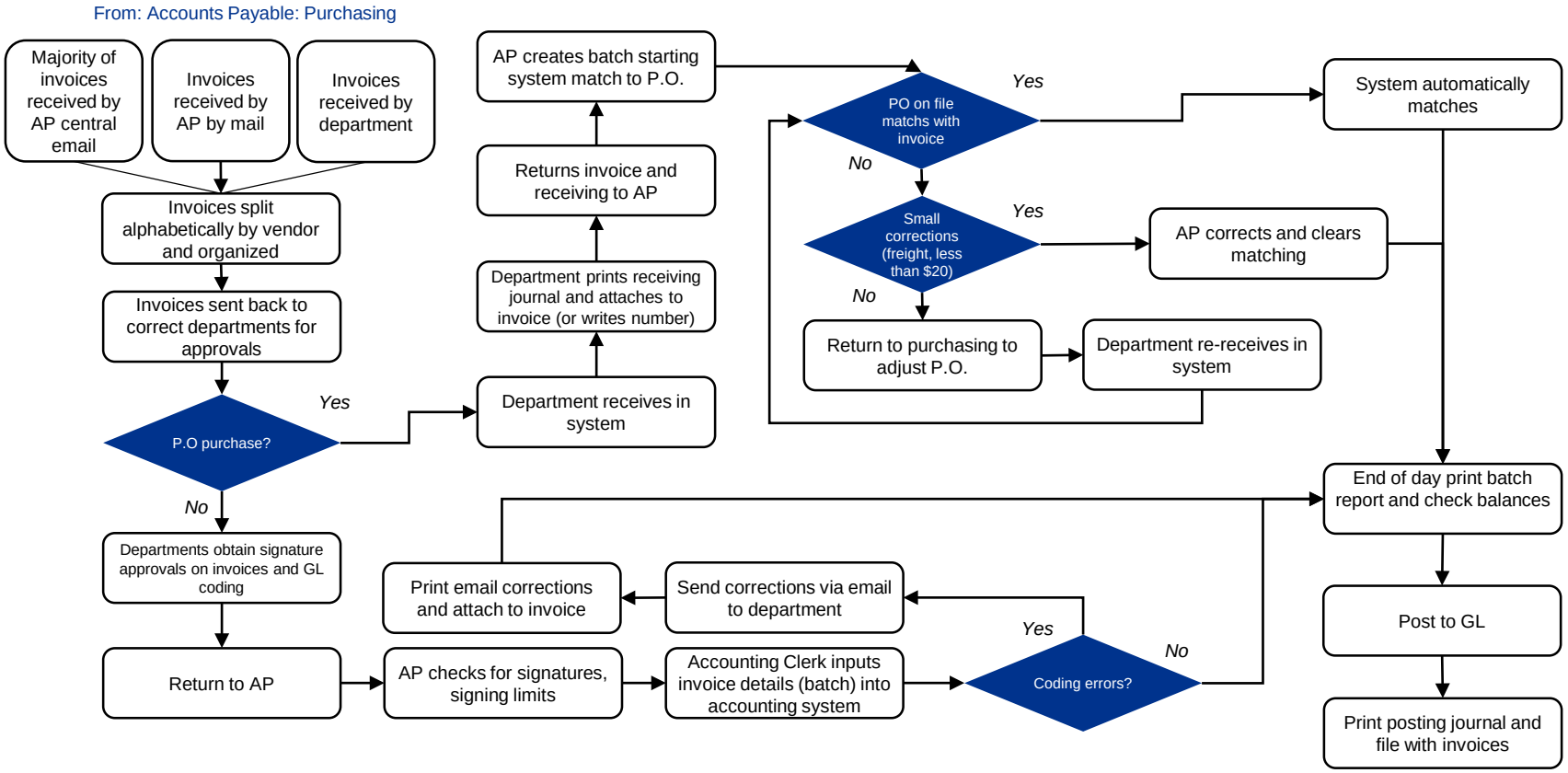
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Accounts Payable: Use of Credit Cards



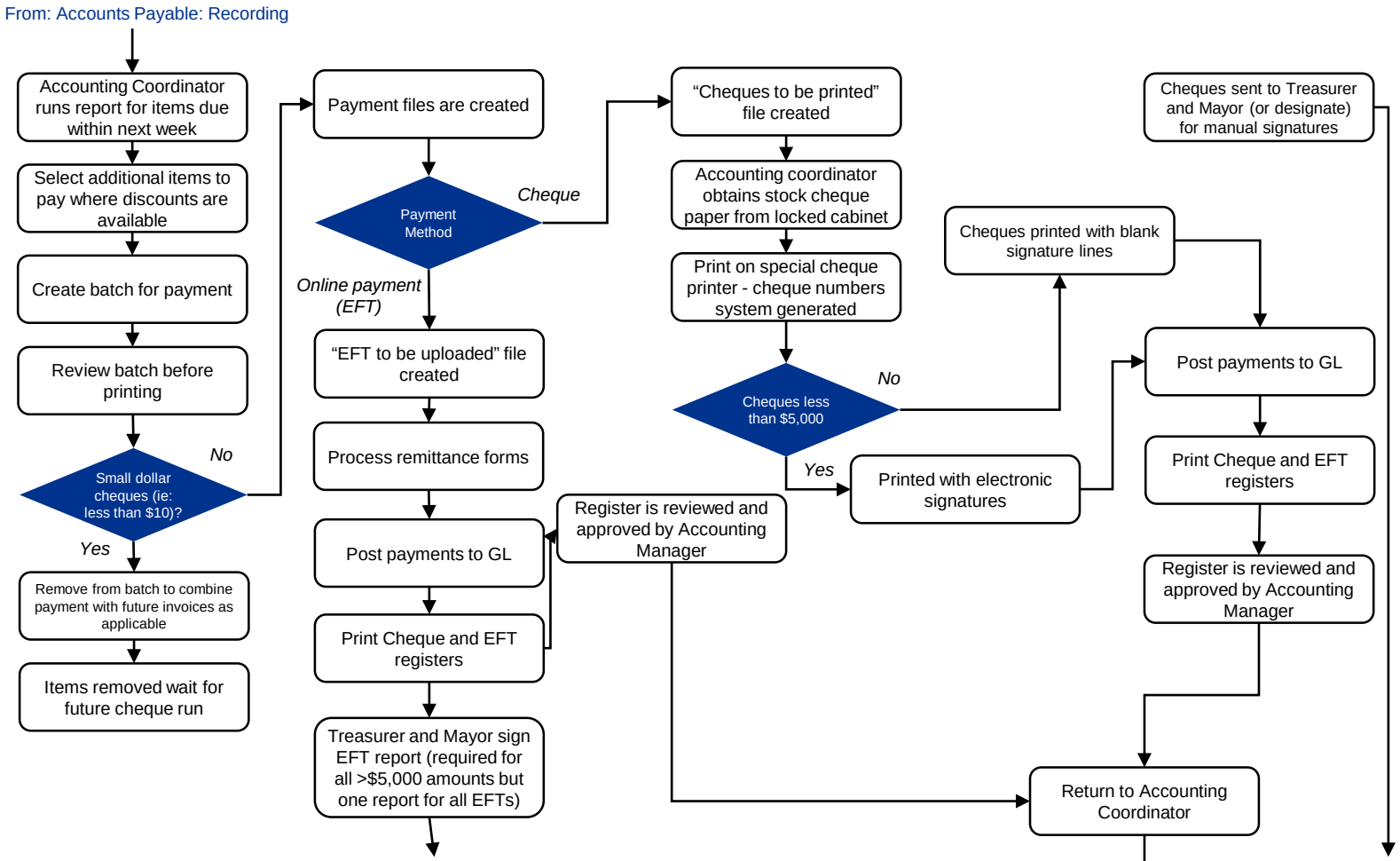
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Accounts Payable: Recording



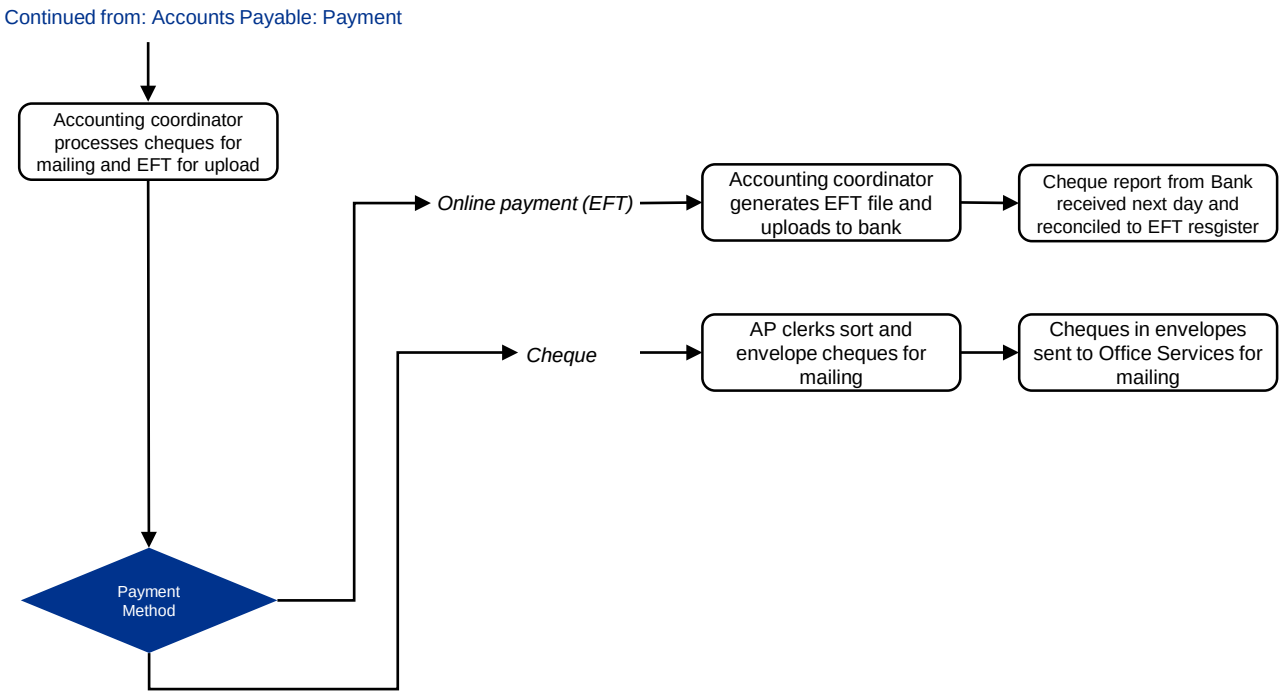
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Accounts Payable: Payment



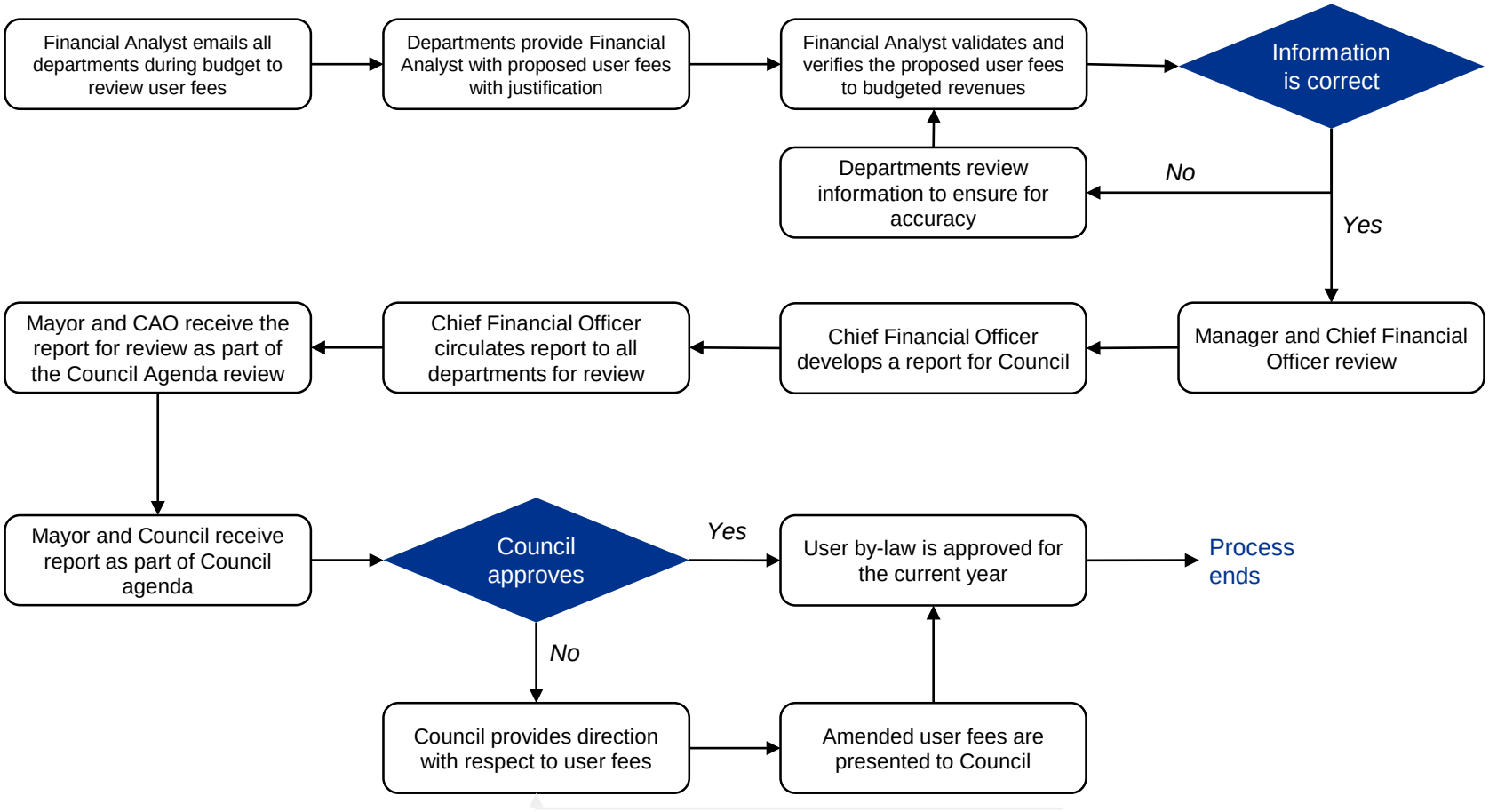
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Accounts Payable: Payment



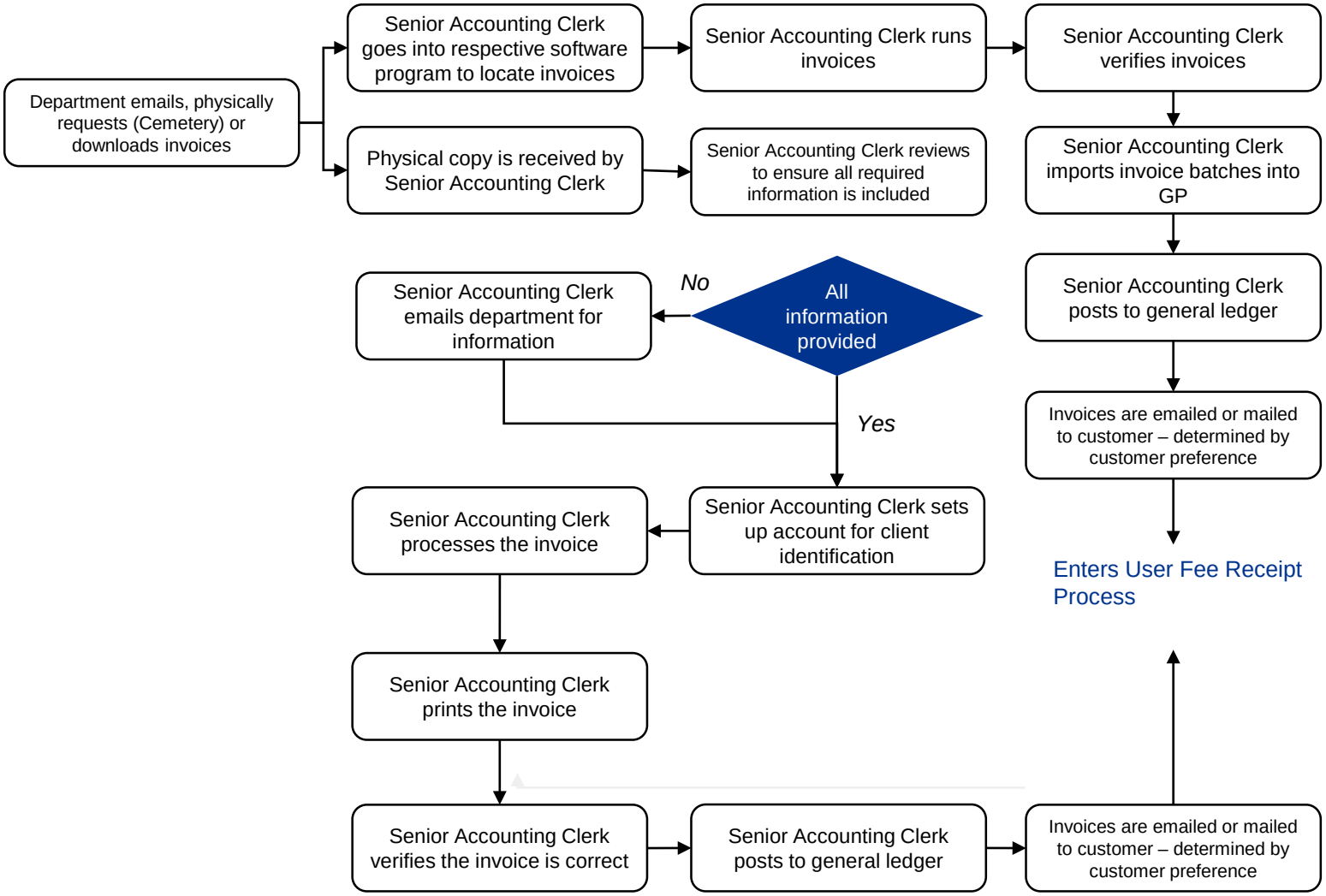
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User Fees - Annual Establishment of User Fees



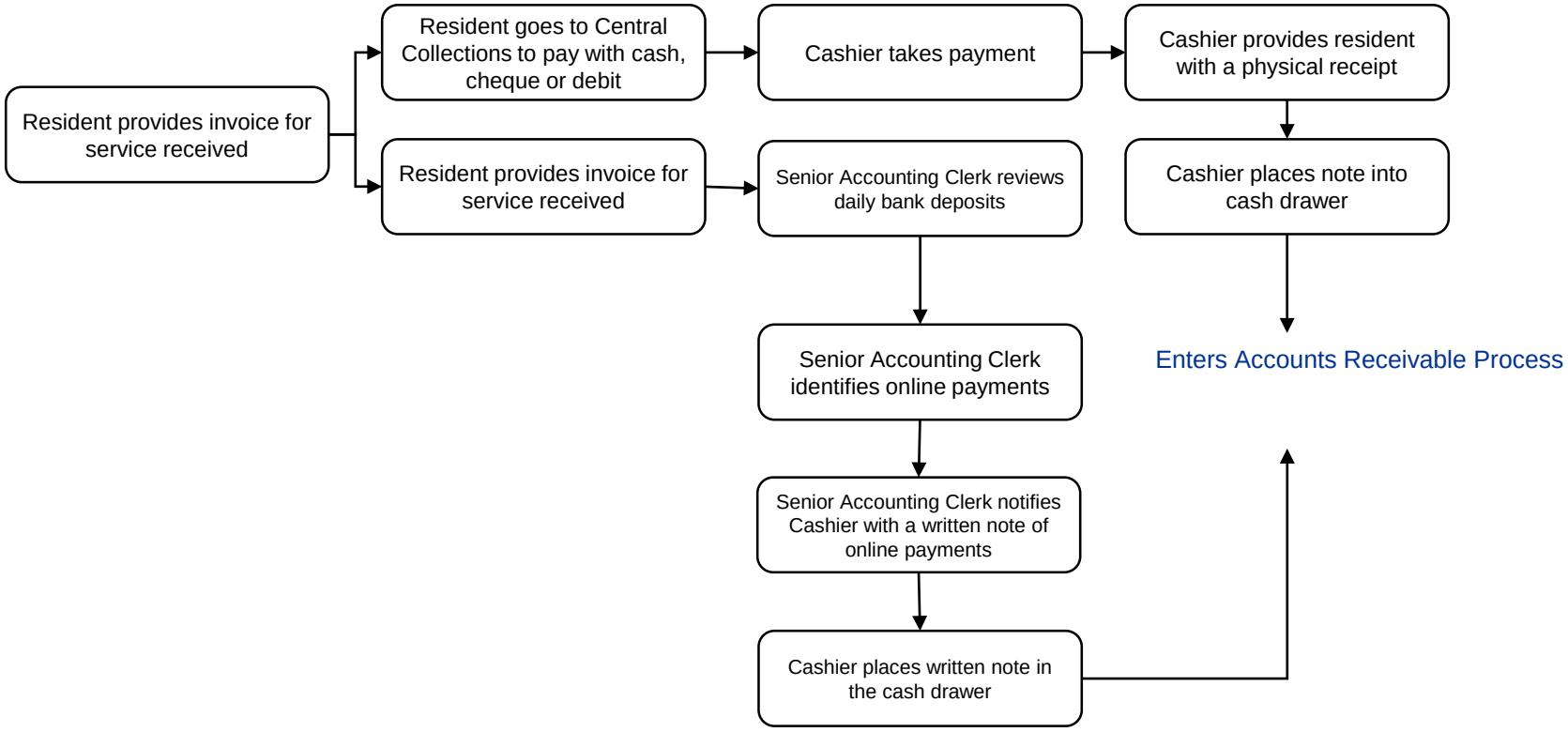
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User Fees - Invoicing



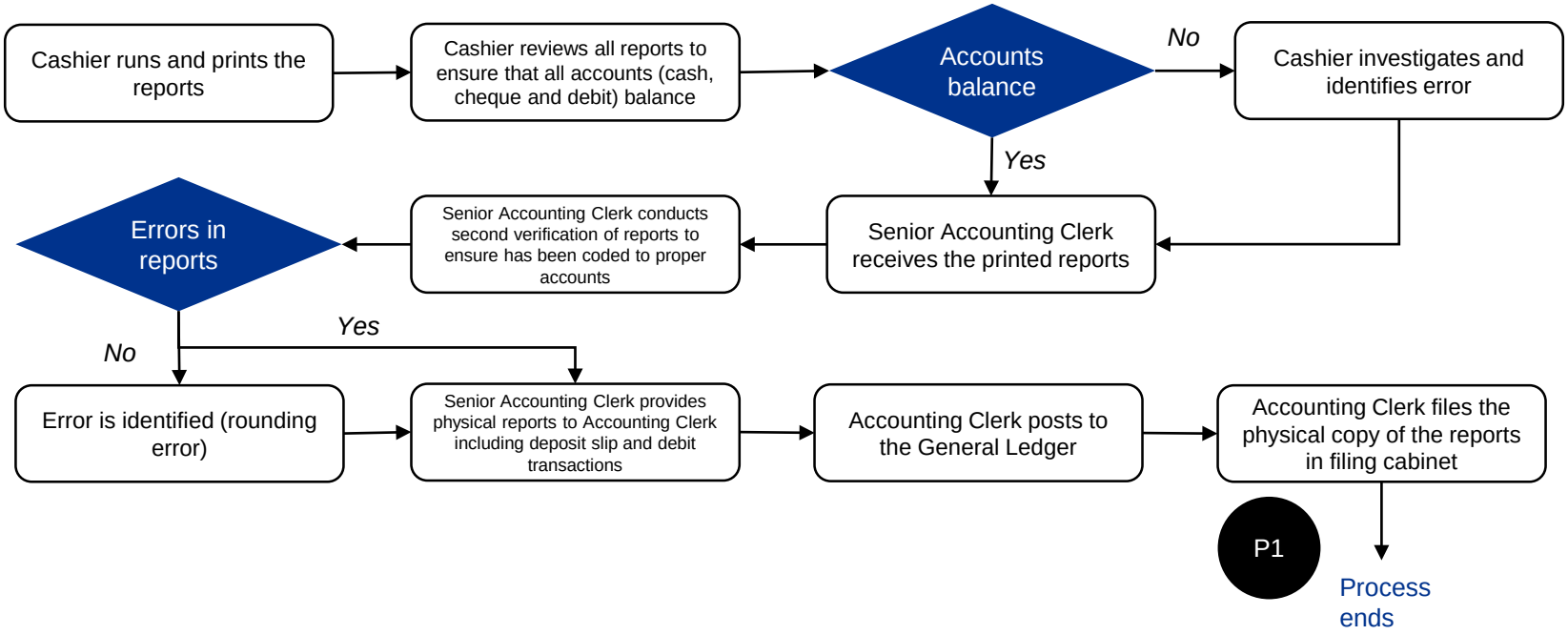
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User Fees - Receipt of User Fees (Cash)



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User Fees - End of Day Reconciliation



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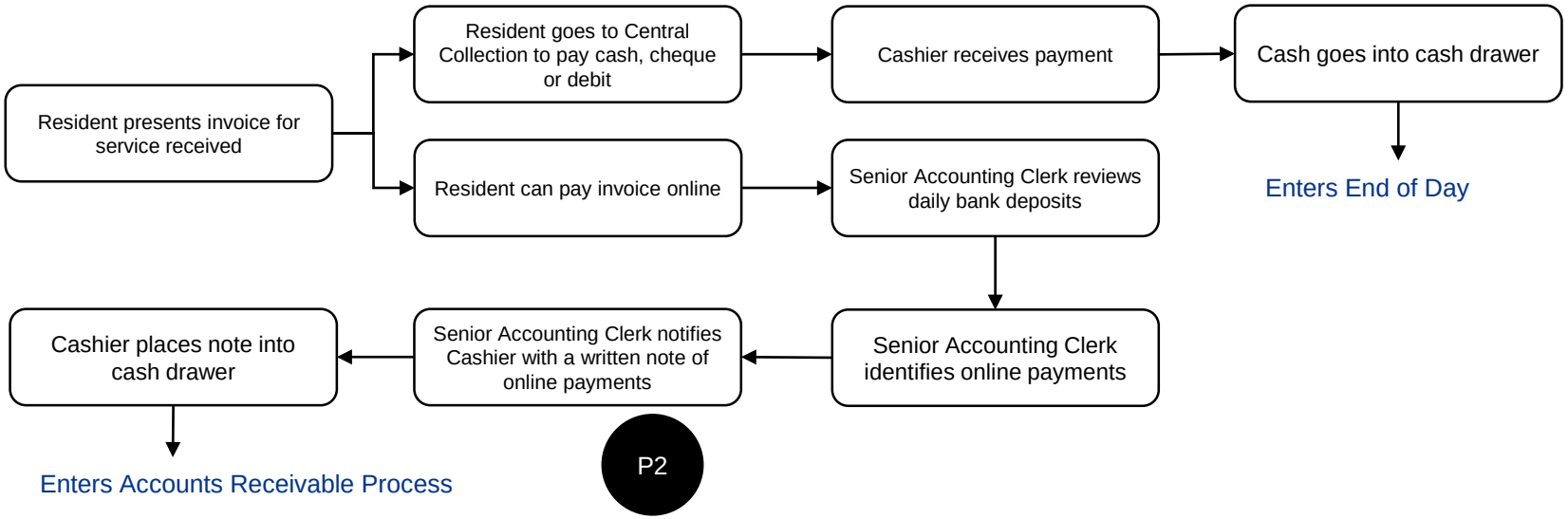
User Fees - End of Day Reconciliation

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	User Fees – End of Day Reconciliation	**Inefficiency:** The Accounting Clerk produces physical copies of reports throughout the process and based on the information shared during the review, it does not appear that these records need to be physically kept.	The City may want to consider saving electronic copies of the reports opposed to producing physical copies. The production of physical copies require more resources of the organization including the storage space of those records which may not always be necessary.

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User Fees - End of Day Reconciliation



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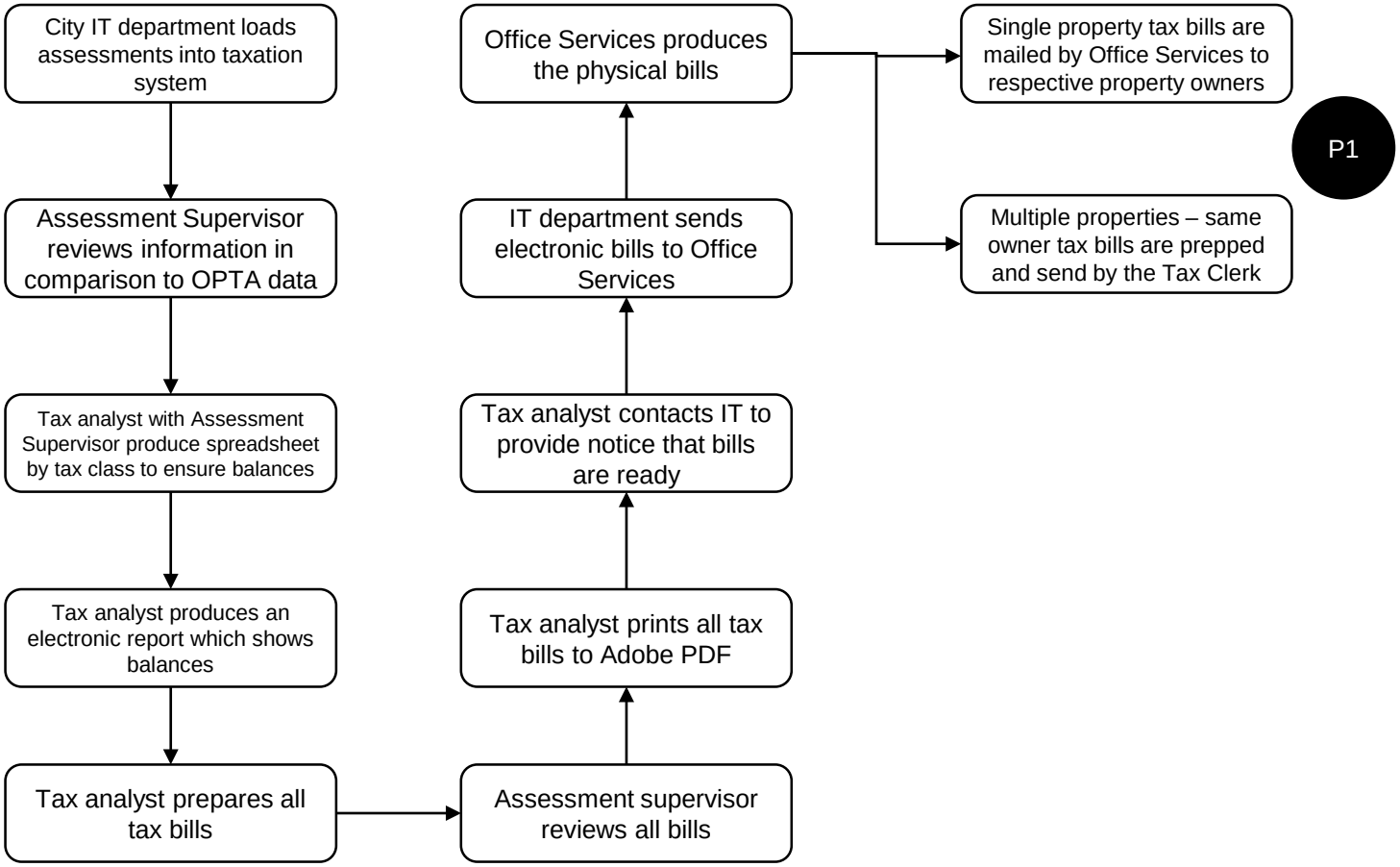
User Fees - End of Day Reconciliation

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P2	User Fees – End of Day Reconciliation	**Inefficiency:** The Senior Accounting Clerk produces a physical note that is provided to the Cashier re: online payment received.	The creation of a physical note is an additional manual step within the process. While proximity is not an issue, the Senior Accounting Clerk could notify the Cashier via email therefore removing the need for a paper based note to be physically moved from one to another.

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Property Taxation - Assessment & mailing



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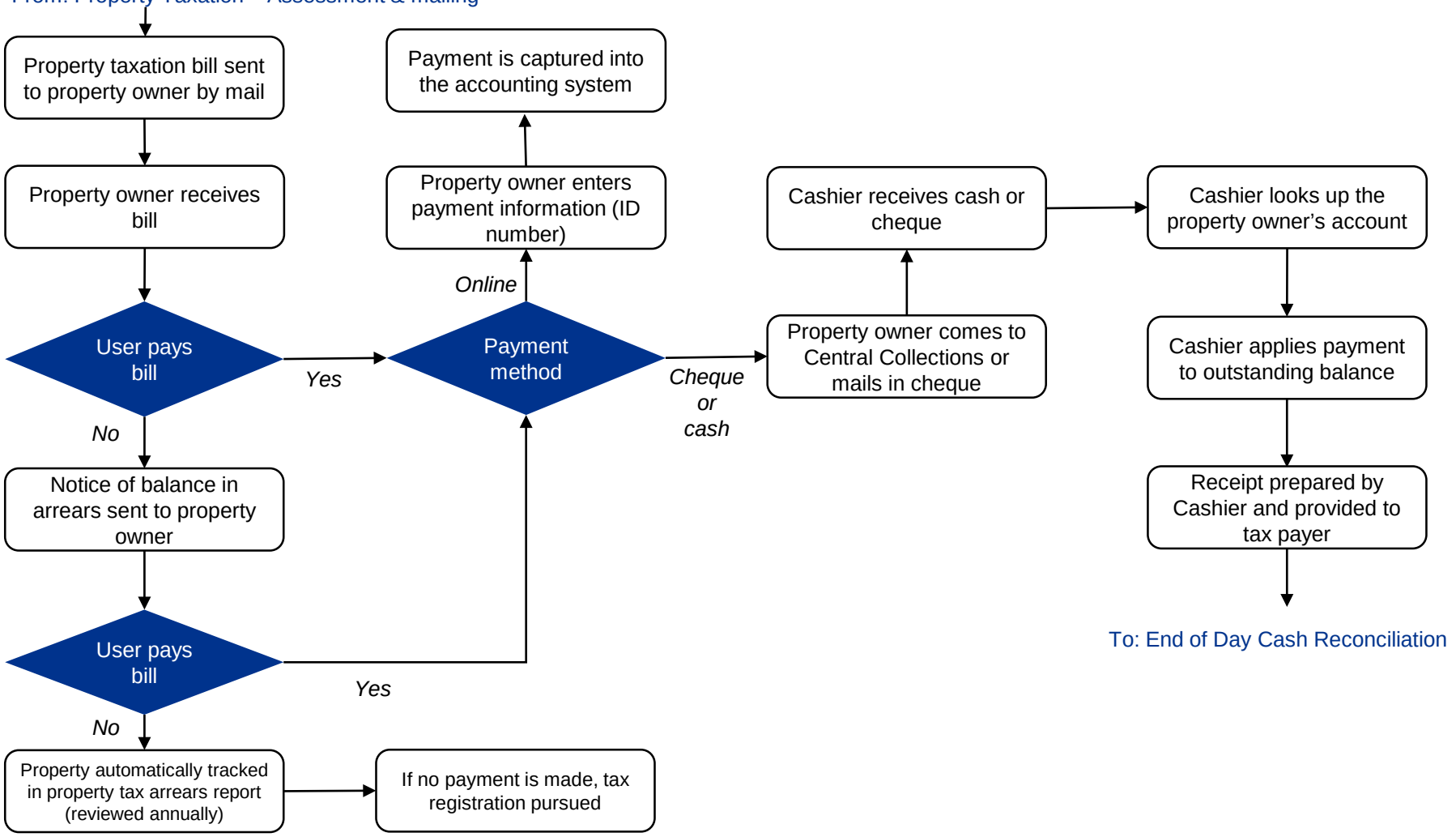
User Fees - End of Day Reconciliation

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Property Taxation – Assessment and Billing	**Inefficiency:** The City uses two departments in the preparation of tax bills – office services will manually prep bills for those residents who own one property whereas the tax department will prep bills for those with multiple properties	The City may want to centralize the preparation of all tax bills within one of the functional units. Additionally, with recent changes to the Municipal Act, the City may want to consider sending tax bills via email and reducing the overall need for administrative support in the preparation of tax bills.

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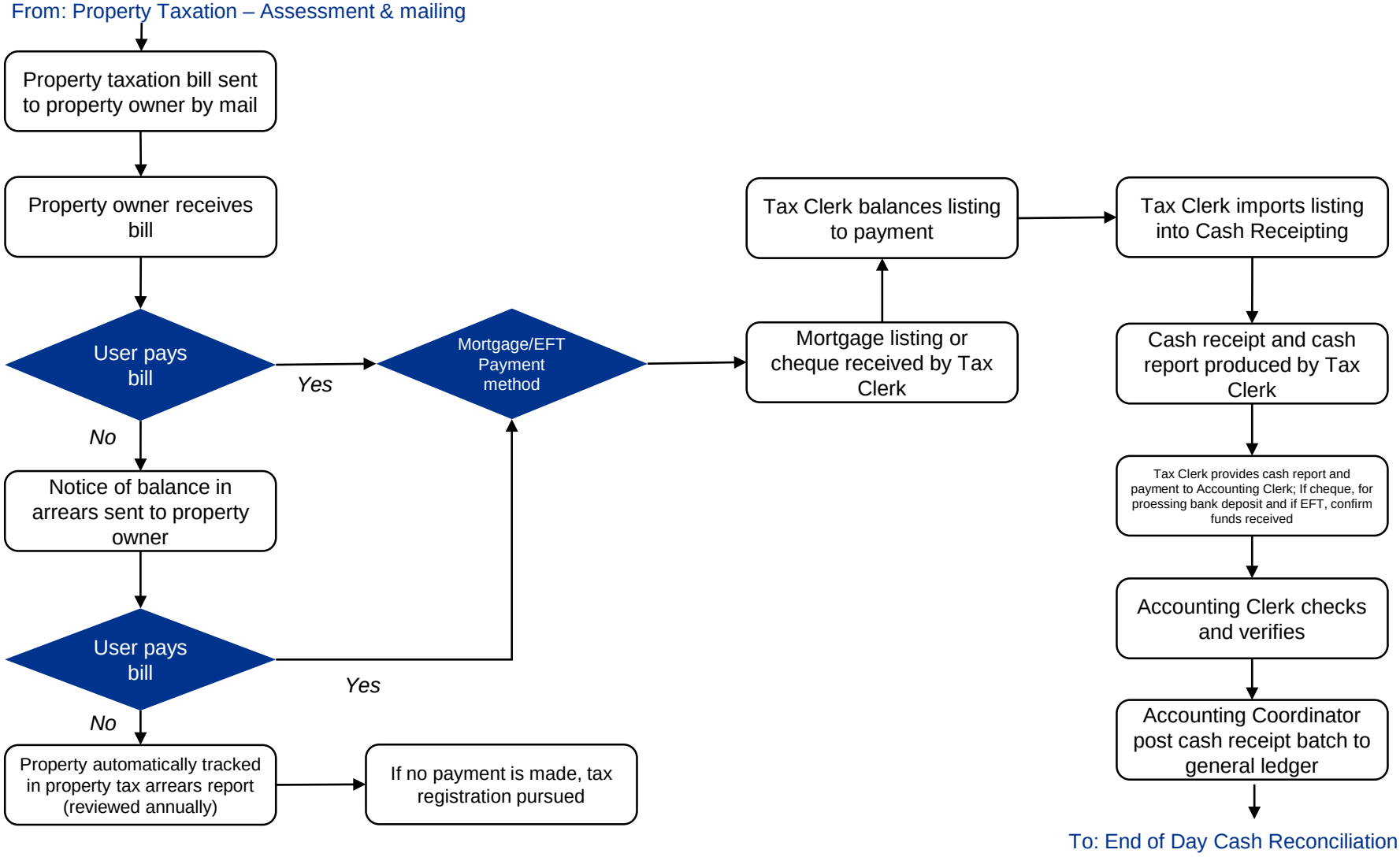
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Property Taxation (Cash, Cheque or Debit)



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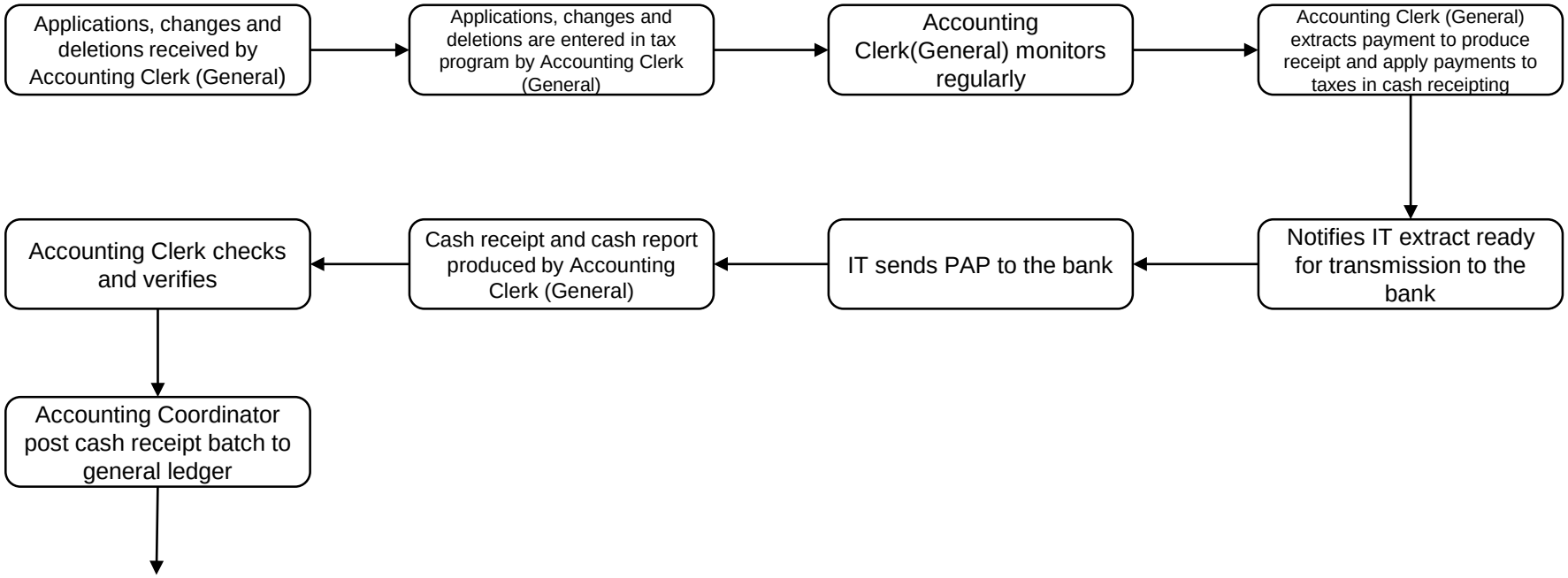
Property Taxation (Mortgage/EFT)



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Property Taxation (Preauthorized Monthly and Due Date Plans & Preauthorized Arrears Plan)

From: Property Taxation – Assessment & mailing

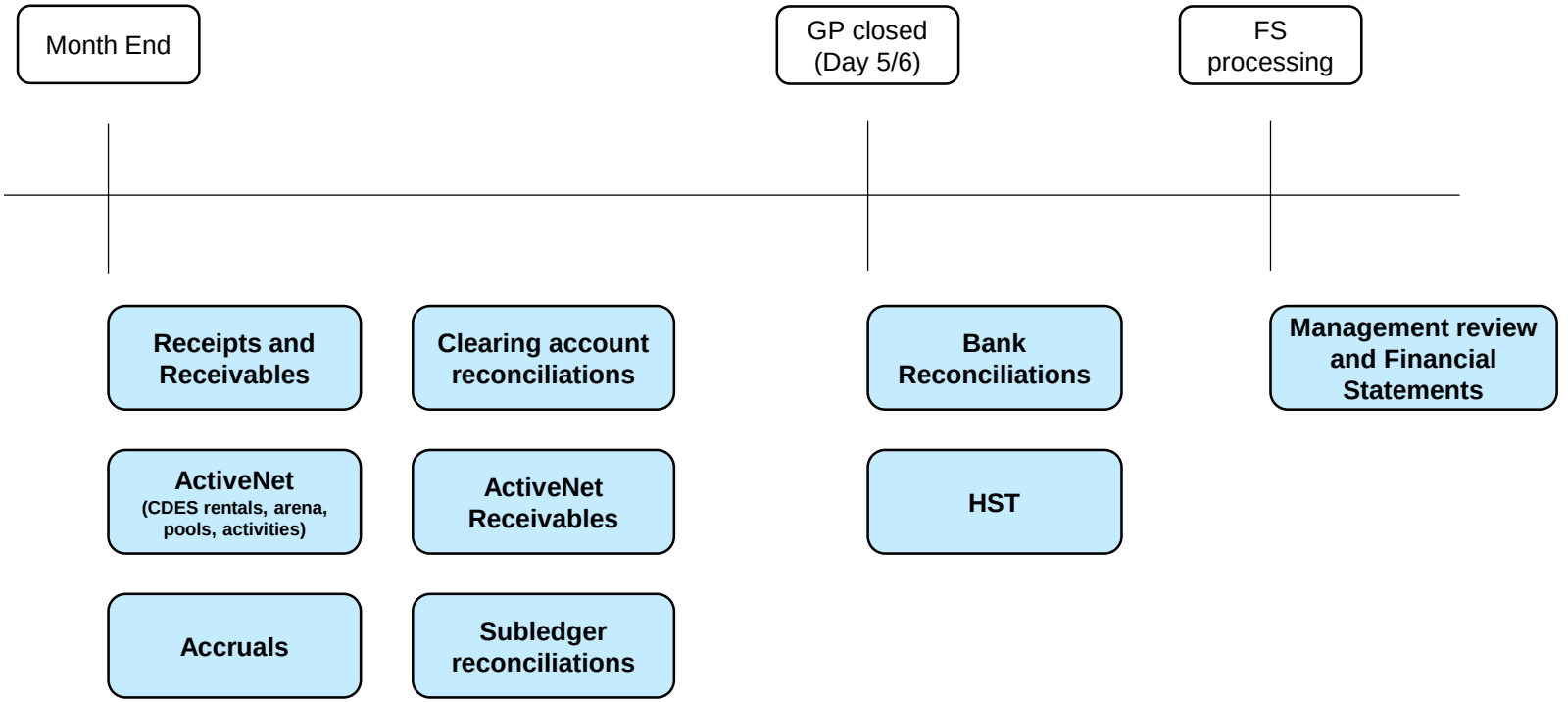


To: End of Day Cash Reconciliation

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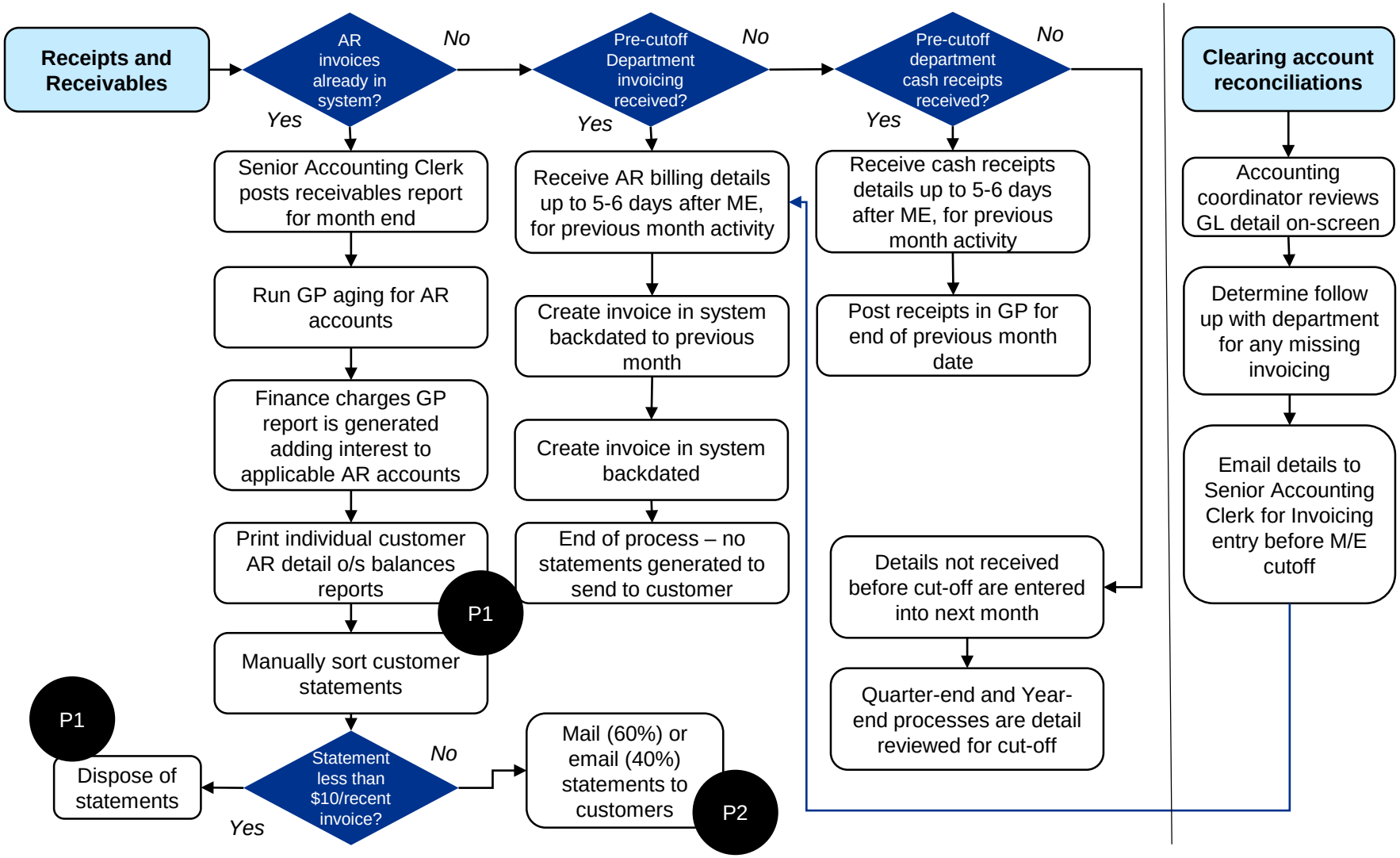
Month-end process

Timeline:



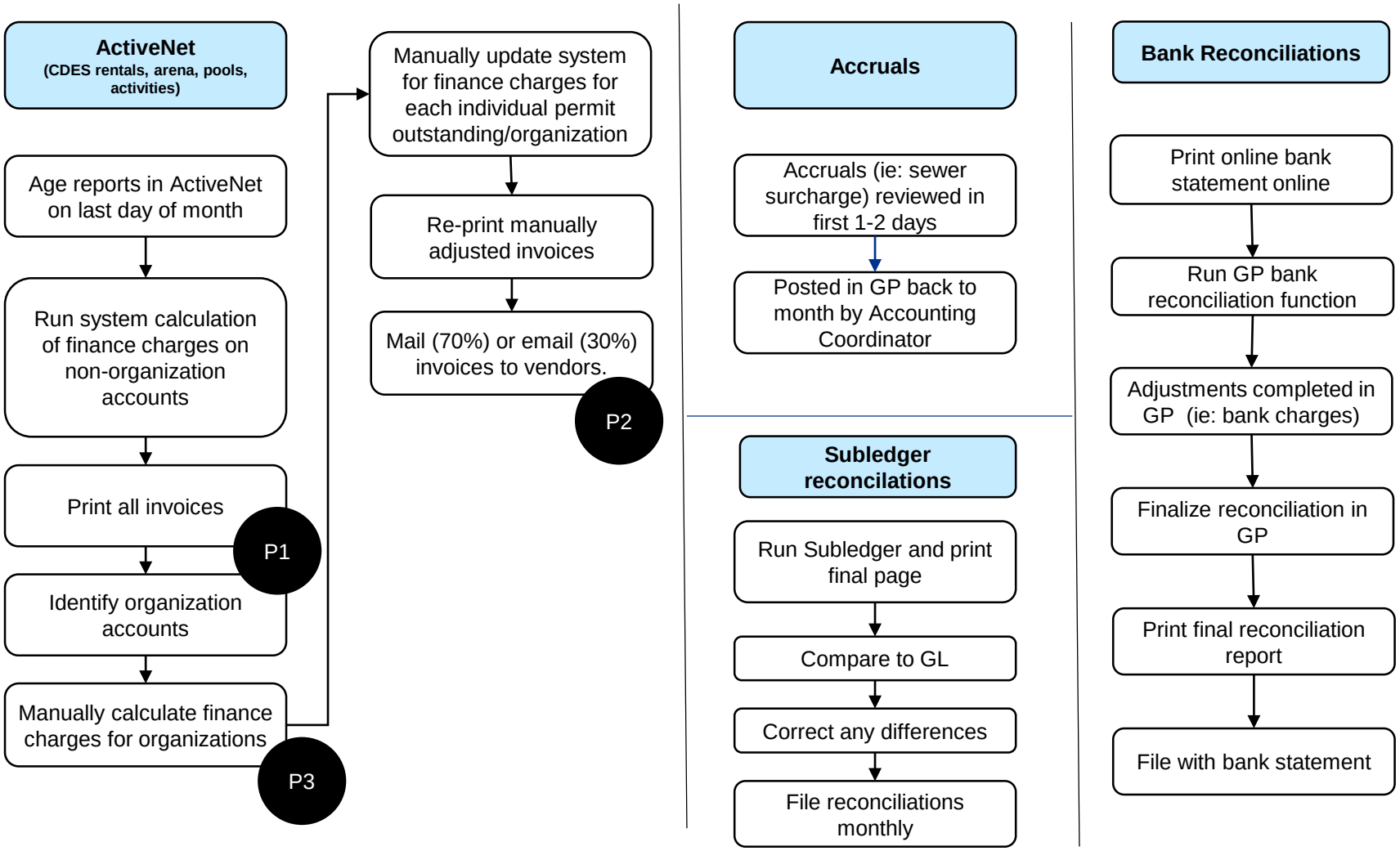
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Month-end process (continued)



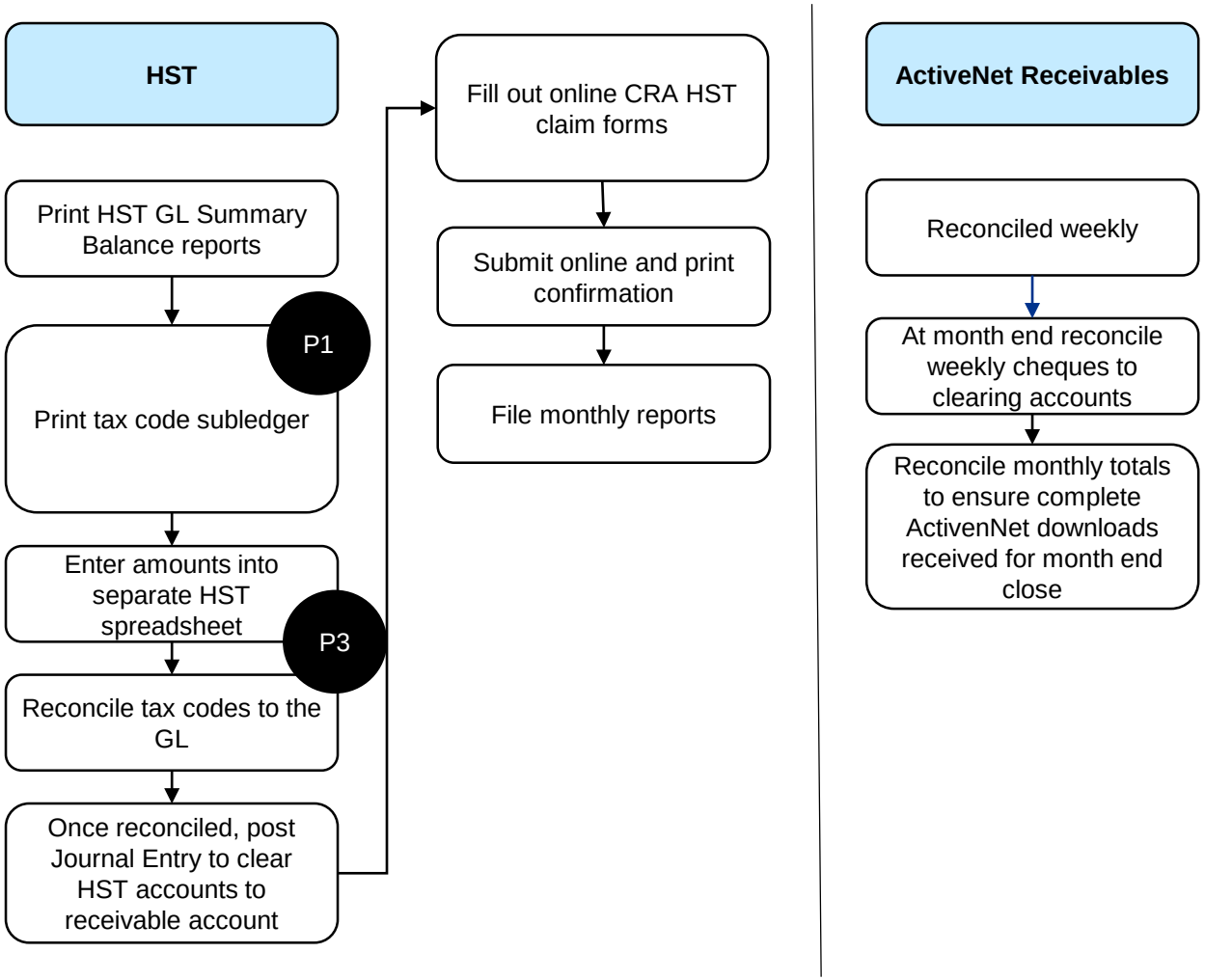
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Month-end process (continued)



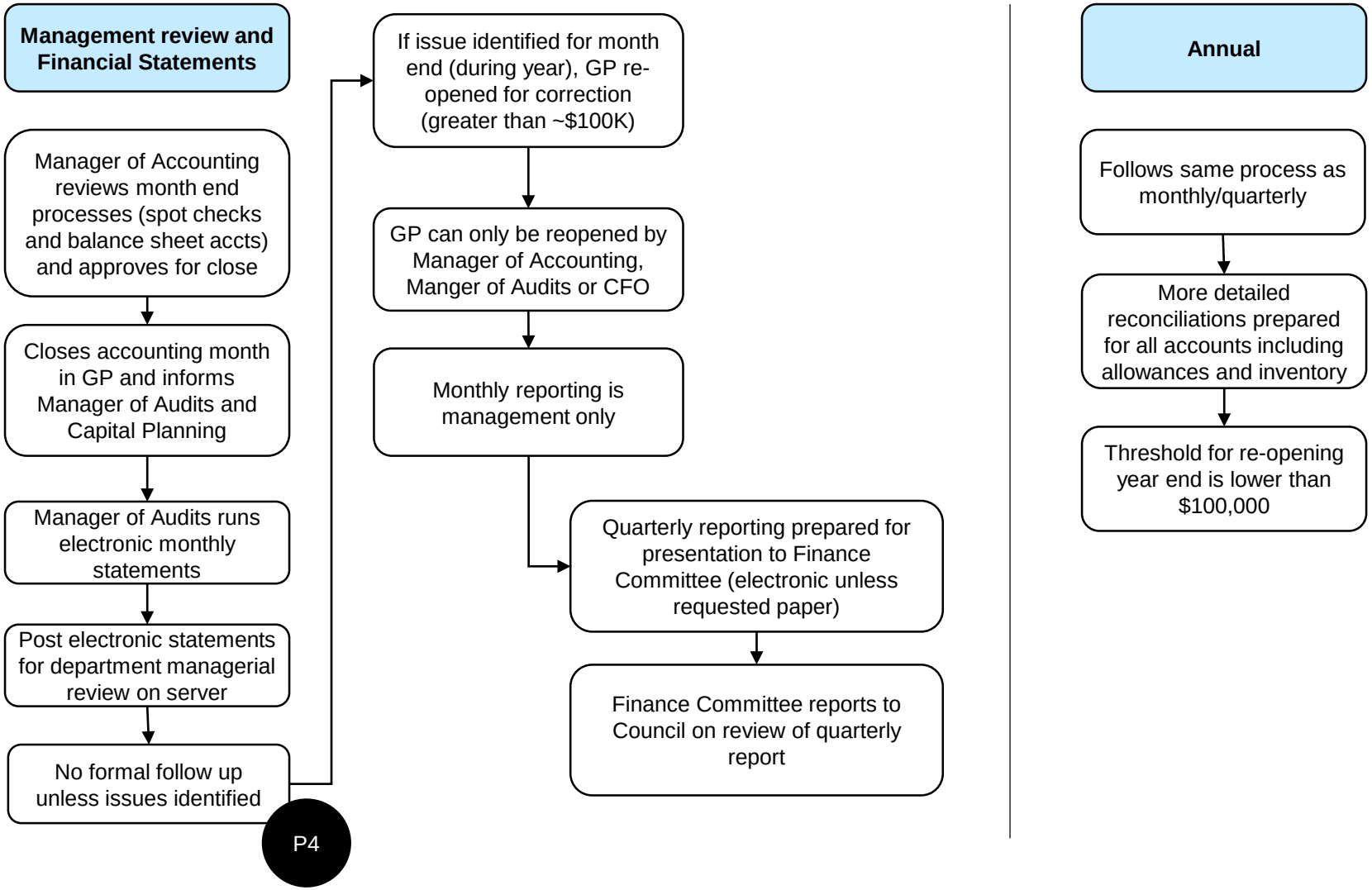
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Month-end process (continued)



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Month-end process (continued)



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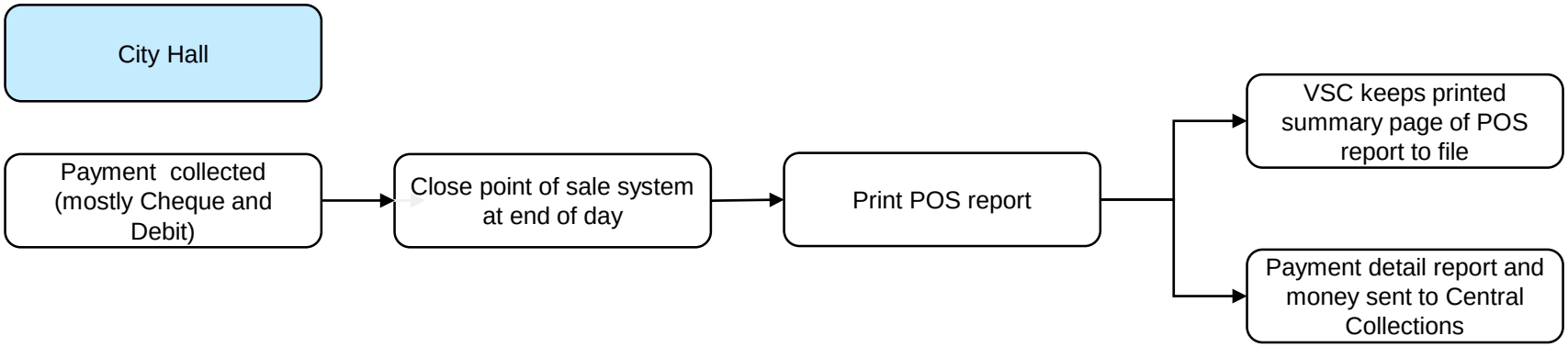
Month-end process

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Month-end process	**Inefficiency:** On a monthly basis, paper reporting is produced which requires manual sorting before the process can continue. It was noted that 25% of certain monthly customer account statements are disposed of after printing. This results in City resources that are not efficiently utilized and increased costs.	The City may want to review the ability to generate electronic statements and filtered reporting to reduce costs for unutilized printed material and time required to sort manual reports.
P2	Month-end process	**Inefficiency:** The majority of monthly statements and invoices are mailed (60-70%), increasing costs on a regular basis. It was noted that sending statements to customers electronically is often accomplished by scanning the statement that had been printed first. This results in a duplication of efforts and increased costs.	The City may want to review the practice of generating printed invoices and statements to allow for electronic versions to be automatically generated that can be emailed to the customer.
P3	Month-end process	**Inefficiency:** Certain processing steps require staff to manually intervene to calculate and update invoicing for HST and finance charges, by way of excel spreadsheets or other manual adjustments. This results in employee time being utilized for processes that could be automated.	The City may want to review software solutions which eliminate the need for manual intervention and allow for staff resources to be reallocated to other processing and reconciliation efforts.
P4	Month-end process	**Inefficiency:** Reporting generated for monthly departmental review is not formally followed up. This presents the risk that the identification of errors or corrections may not be determined in a timely manner.	The City may want to review the process of monthly or quarterly departmental review and electronic sign-off of internal reporting.

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Cemetery - Sale of plot cash receipts



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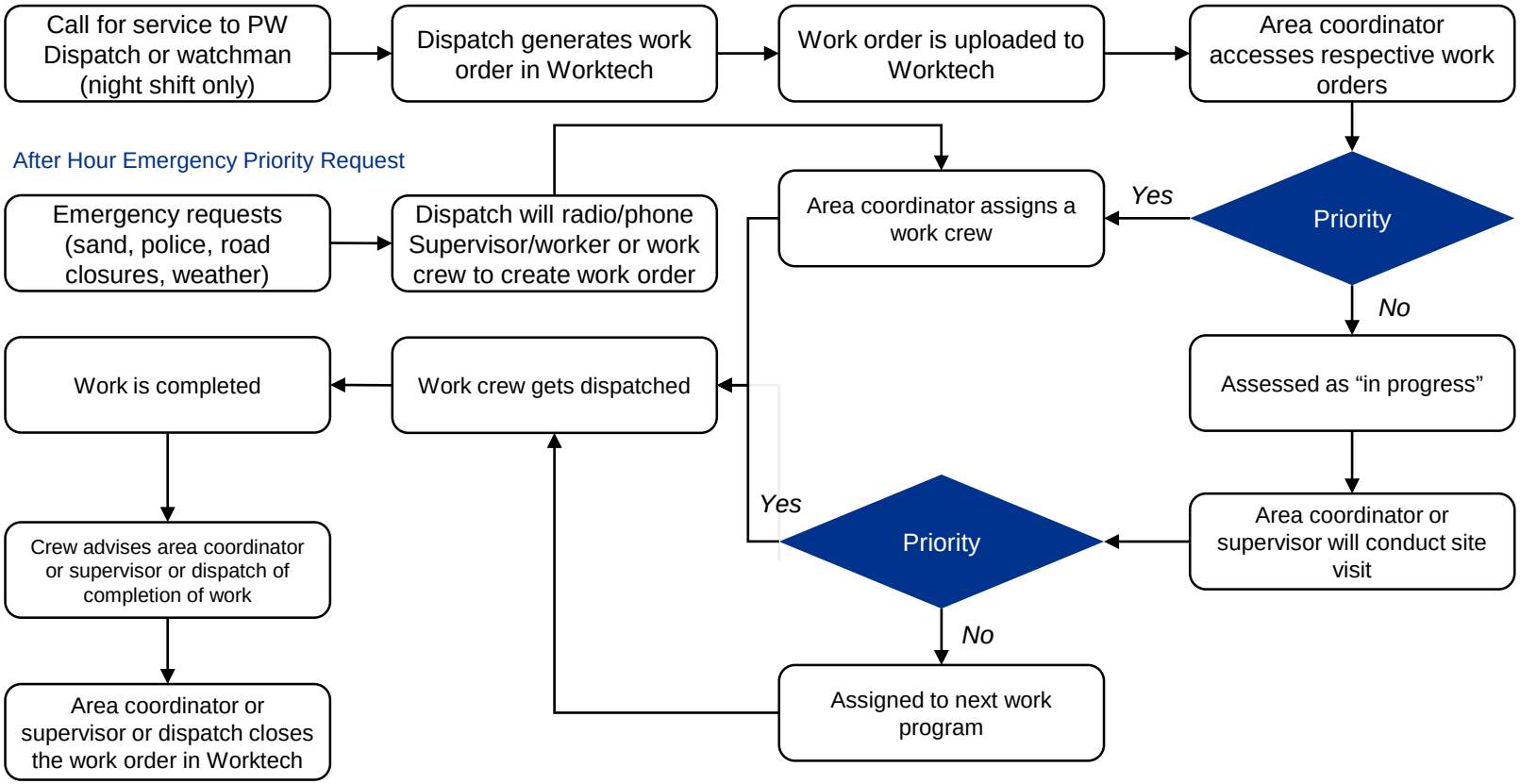
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City of Sault Ste. Marie Third Party Review

Chapter II – Public Works Process Maps

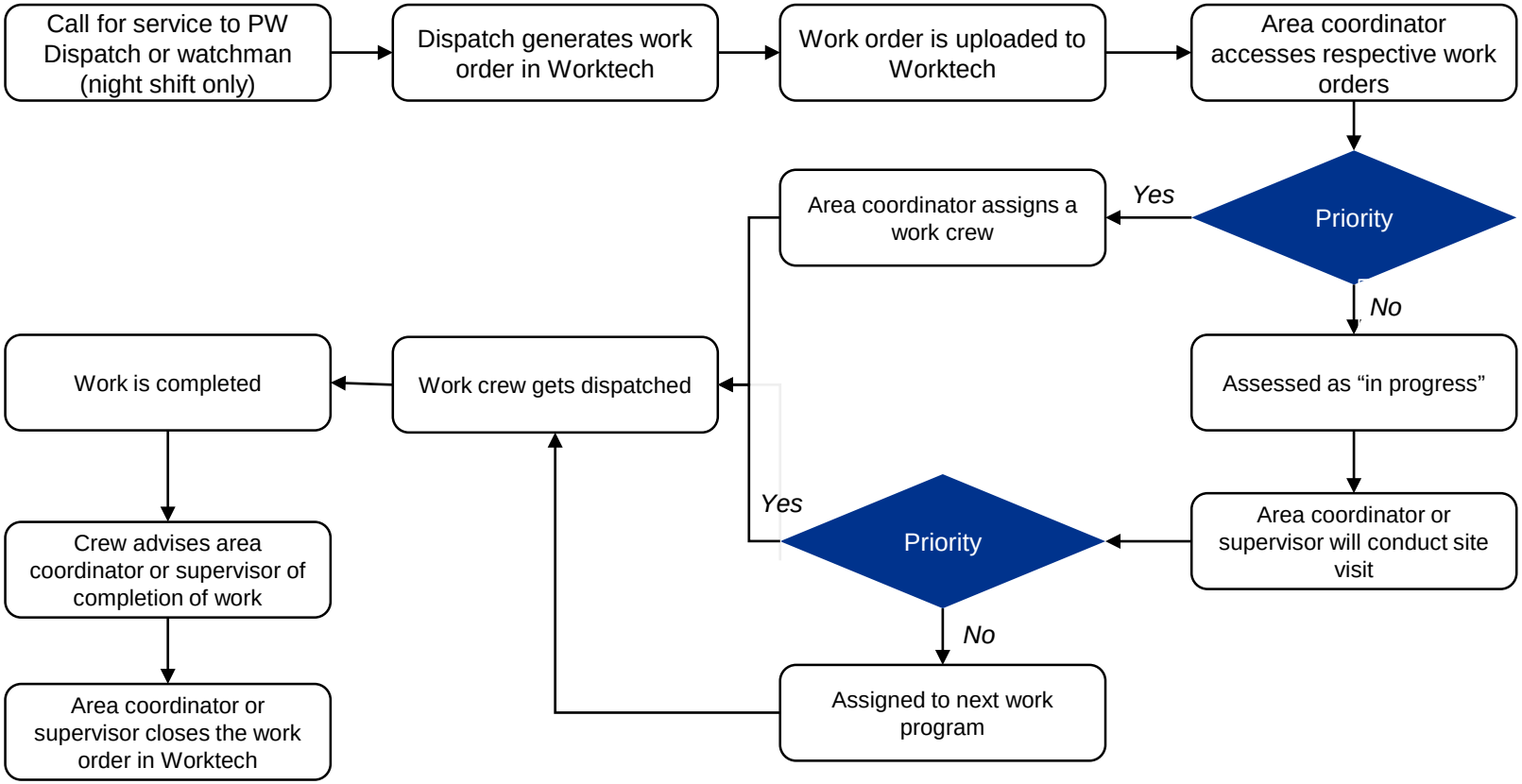


Public Works - Work Order Management (Winter Operations)



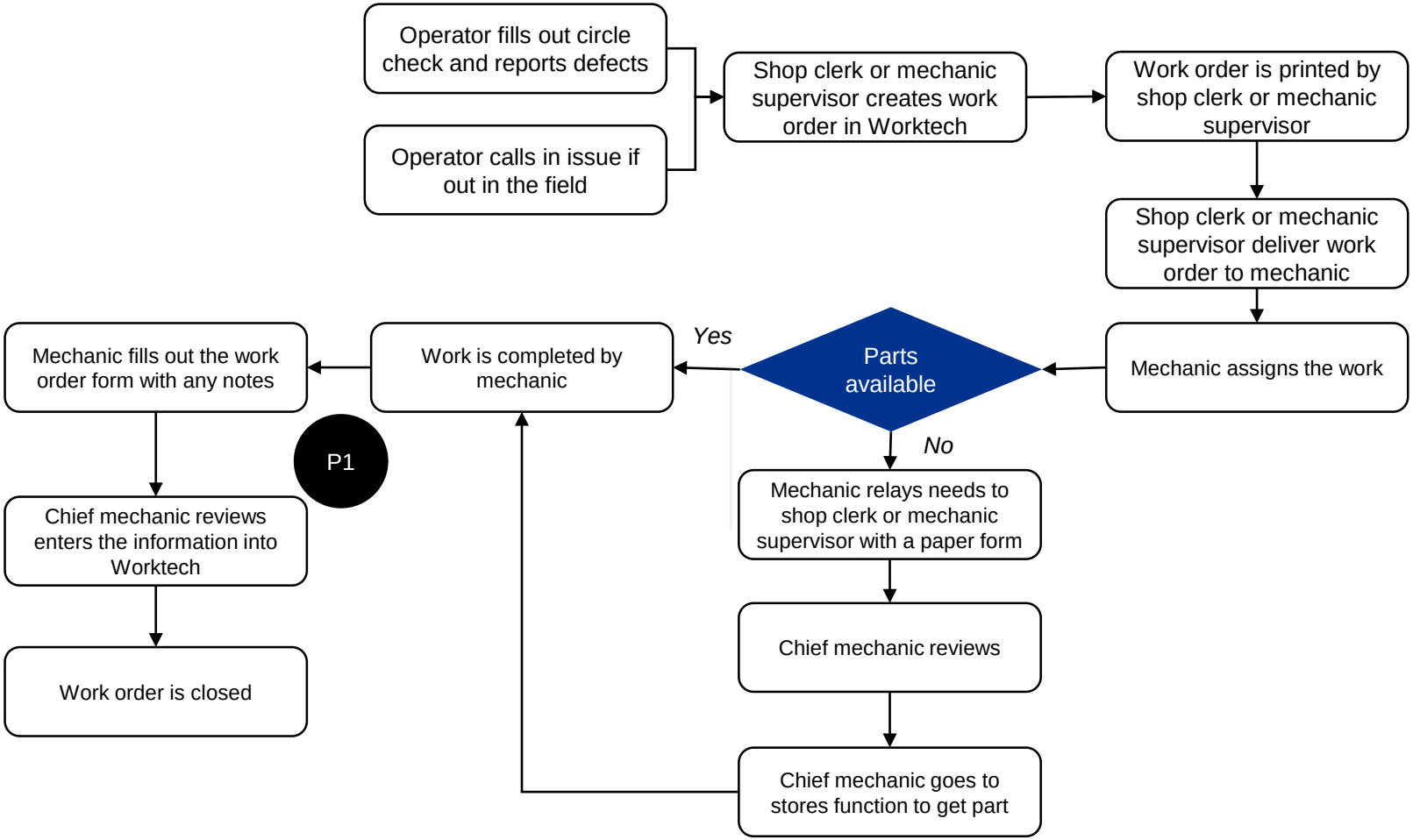
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Public Works - Work Order Management (Road Operations)



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Public Works - Work Order Management (Fleet)



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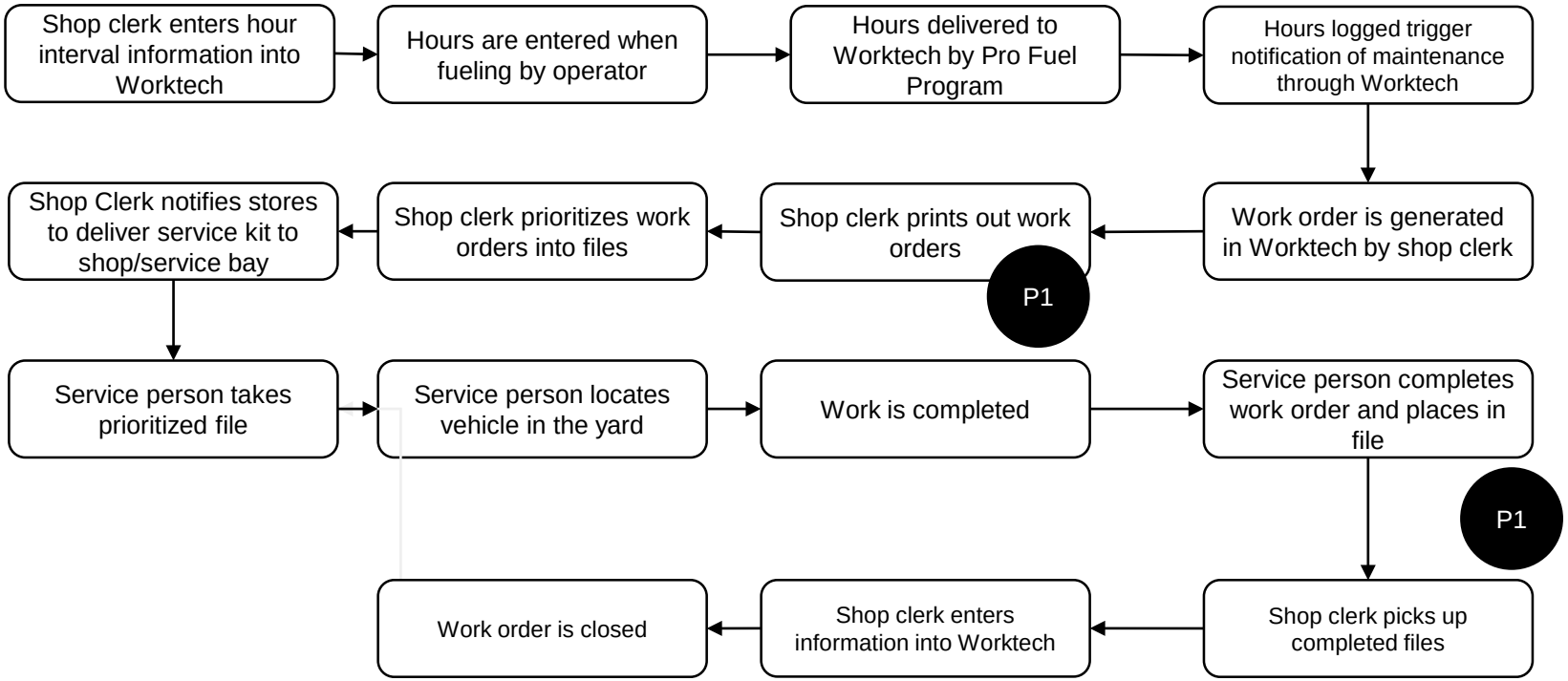
Public Works - Work Order Management (Fleet)

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Public Works – Work Order Management (Fleet)	**Inefficiency:** The work order management process appears to be paper based with the printing of work orders which then moves throughout the process going through various positions.	The City may want to explore the use of tablets at work stations which would reduce the physical movement of work orders as well as reduce the duplication of efforts whereas staff complete the work order and then that information is then entered into work order system.

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Public Works - Work Order Management (Fleet - Routine Maintenance)



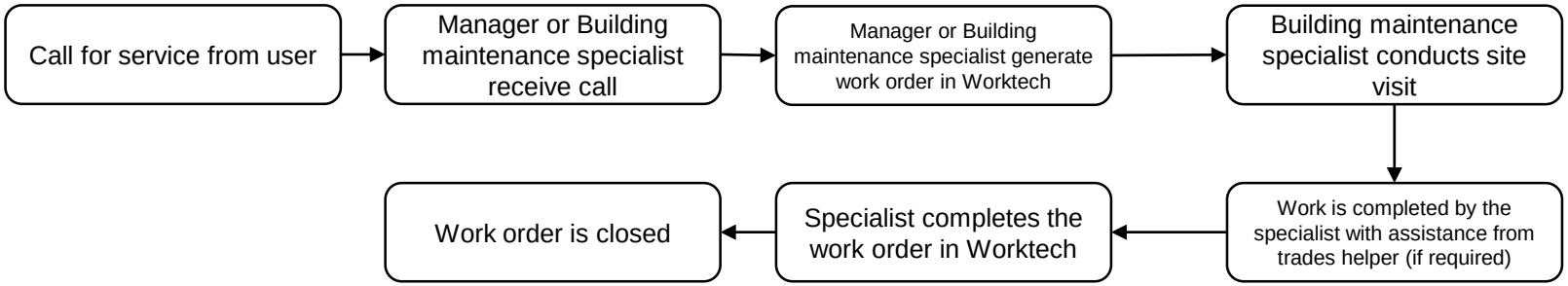
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Public Works - Work Order Management (Fleet)

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Public Works – Work Order Management (Fleet – Routine Maintenance)	**Inefficiency:** The work order management process appears to be paper based with the printing of work orders which then moves throughout the process going through various positions.	The City may want to explore the use of tablets at work stations which would reduce the physical movement of work orders as well as reduce the duplication of efforts whereas staff complete the work order and then that information is then entered into work order system.

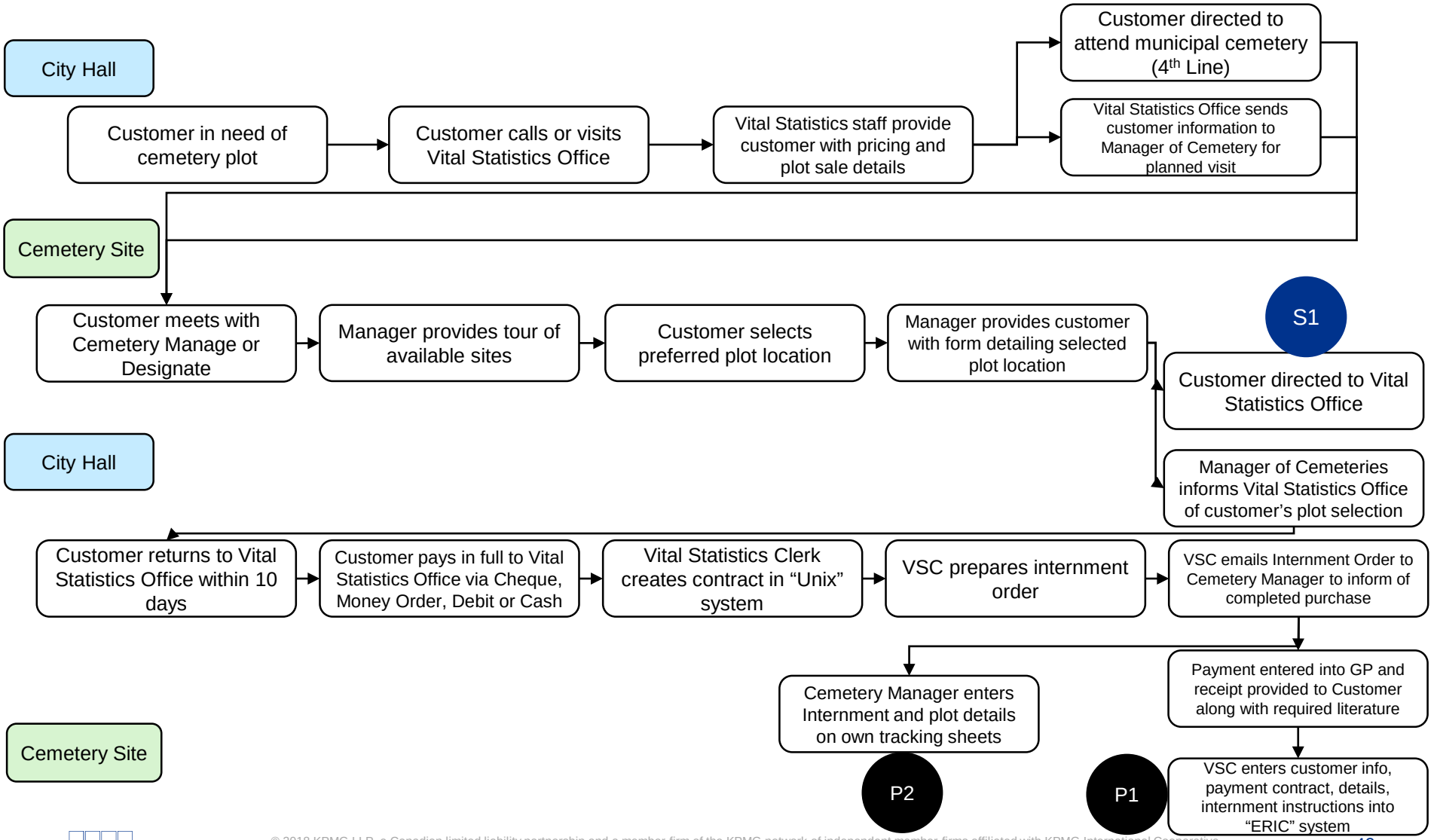
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Public Works - Work Order Management (Facilities)



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Cemetery - Sale of Plots



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Cemetery - Sale of Plots

Risk	Process	Description of Risk and/or Inefficiency	Potential Course of Action
P1	Cemetery – Sale of Plots	**Inefficiency:** The Vital Statistics Office maintains multiple systems. The Unix system is used for contracts and the ERIC system is maintained for data.	At the time of the review, the City had invested in Stone Orchard which would provide the ability to shift to one system versus the two systems currently in place. The City may want to consider ensuring that Stone Orchard "goes live" to reduce the maintenance and oversight of multiple systems.
P2	Cemetery – Sale of Plots	**Inefficiency:** Cemetery staff maintain their own manual tracking of available and/or taken plots	The City may want to consider moving away from paper based maps for tracking purposes to allow for greater ease of access to the plots at the municipal cemetery.
S1	Cemetery – Sale of Plots	**Inefficiency:** Customers of the cemetery are required to visit both City Hall and the cemetery site to complete various tasks associated with the purchase of a plot.	The City may want to consider removing steps to improve upon the customer's experience and ease of selecting and paying for a plot. One potential solution would be centralizing the entire process to the cemetery site to allow the customer to initiate the process, view the available sites and ultimately complete the transaction at the cemetery opposed to be send back and forth between the cemetery and the Vital Statistics Office.

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City of Sault Ste. Marie Third Party Review

Chapter III – Potential Implementation Framework



Potential Implementation Framework

The development of the process maps for the City's services has identified a number of areas for potential improvement that could be addressed by the City, a number of which involve similar issues (e.g. reliance on paper documentation, duplicate work processes). In certain instances, the issues could be addressed within a relatively short timeframe, with minimal implementation efforts required on the part of the City. In other instances, however, the City would be required to undertake a much more involved implementation process. In order to assist with the resolution of major items arising from the process mapping, we have provided a suggested transformation framework that is intended to assist the City in moving from the current state to the intended future state.

The suggested transformation framework involves five separate elements, a graphical depiction of which is provided below.



- Identify transformation outcomes
- Establish transformation management office

- Document current system design
- Perform root cause analysis
- Identify industry leading practices
- Identify resource gaps

- Develop preliminary process changes that incorporate improvement hypotheses

- Test and refine proposed system redesign

- Execute staged transformation
- Revise standard operating procedures and job descriptions
- Implement appropriate performance indicators and monitoring tools

Each of these implementation elements is discussed in further detail on the following pages.

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Potential Implementation Framework

A. Plan

The planning phase is intended to lay the groundwork for future transformation activities by identifying the intended transformation outcomes, establishing responsibilities for transformation activities and creating the conditions necessary for a successful transformation. With respect to each of these components, our suggested course of action is provided below.

(i) Transformation Outcomes

Transformation outcomes represent the intended objective or end state that the City wishes to achieve through the transformation process. As noted earlier, there are a number of areas for potential process improvements that could be undertaken by the City. However, recognizing that available resources are limited, we suggest that the City consider focusing on three key priorities:

- Priority 1 – Reducing the manual processes with the use of technology
- Priority 2 – Reducing the use of paper documentation in order to reduce process duplication

With respect to these priorities, the City may wish to undertake one priority as a pilot project or, contingent upon the extent of resources available, multiple priorities could be addressed concurrently.

For the adopted priorities, the City should consider:

- Establishing a proposed implementation timeframe, with a maximum of 12 to 18 months required to complete the transformation activities; and
- Setting quantifiable performance metrics

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Potential Implementation Framework

(ii) Transformation Management Office

The Transformation Management Office ("TMO") is the group tasked with undertaking the planned implementation activities and ensuring movement towards the attainment of the transformation outcomes. The potential composition of the TMO could include the following roles:

TMO Member	Resource	Responsibilities
Project sponsor and TMO executive lead	Deputy CAO/Corporate Services	• Provide overall oversight of the transformation process • Provide executive approval for key decisions • Provide information to City Council and Management • Secure City resources as required
Project manager	Chief Financial Officer	• Oversee day-to-day transformation activities • Coordinate and manage TMO resources as required • Provide regular reporting to project sponsor and other parties as required
Technical resources	External advisors	• Assist with transformation activities that cannot be undertaken by the City due to resource limitations and/or nature of the work
Functional representatives	City Managers	• Provide assistance and advice to project manager on program-specific issues, as well as financial and technological matters

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Potential Implementation Framework

B. Diagnose

The intention of the diagnose stage is to understand in further detail the areas of focus to be addressed by the transformation activities. While the process maps identify the nature of the areas for potential improvement, the diagnose stage is intended to provide further clarification by identifying:

- The frequency of occurrence of the issue (e.g. number of duplicate processes);
- The amount of time spent by staff with respect to the issue; and
- Root causes for the occurrence of the issue, which could include (i) lack of understanding on the part of staff; and (ii) system limitations, including interface constraints.

At the conclusion of the diagnose stage, the City should be in a position to refine the focus of the transformation efforts, assess the potential benefits that could be realized by reducing staff time and provide a sufficient basis for determining potential solutions.

C. Design

The design stage of the transformation framework builds on the work undertaken during the diagnose stage by developing preliminary changes to existing processes intended to contribute towards the attainment of the transformation objectives, which will be subject to validation during the next phase (check) of the transformation framework.

D. Check

The check stage of the transformation process is an iterative process whereby the preliminary process changes are tested on a pilot basis during a pre-implementation period, with refinements based on the observed results. Individual process changes would be tested on a rotating basis, as opposed to the wholescale adoption of every preliminary solution, and would involve (i) revising individual worksteps within the City's processes; (ii) implementing new technology on a test basis in order to demonstrate proof of concept; (iii) quantifying the benefits resulting from the solution; and (iv) incorporating revisions to the initial solutions based on the results of the testing in order to refine the proposed solution.

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Potential Implementation Framework

E. Implement

The implementation phase represents the final element of the transformation process and involves the formal implementation of the solutions validated during the check phase through:

- Revisions to the City's standard operating procedures for the processes to be revised;
- Adjustment to staff job descriptions as required in order to reflect the process changes; and
- The implementation of technology solutions, which may require the development of formal cases for solutions requiring a higher level of financial investment. In developing the business cases, the results of the check phase, specifically the observed benefits of the proposed solutions, could be incorporated to demonstrate the cost-benefit of the proposed solution.

F. Potential Benefits

Based on our review of analyses of cost savings achieved by other organizations undertaking continuous improvement initiatives, we have estimated that the potential benefits that could be derived from addressing the identified areas for potential improvement could be in the range of 2% to 5% of staff time, representing the equivalent of approximately $150,000 to $375,000 in staffing costs annually. It should be recognized that the achievement of actual financial savings, as opposed to increasing available capacity, would require the City to reduce staffing levels as efficiencies are realized.

Analysis	Source	Estimated Cost Savings
Cost and Savings of Six Sigma Programs: An Empirical Study	Quality Management Journal	1.7%
City of Kawartha Lakes LEAN Six Sigma Project Analysis	KPMG Analysis	1.9%
Six Sigma Costs and Savings	iSixSigma	1.2% to 4.5%
Is LEAN Worth the Investment?	Thomas Publishing	>5% (31% of respondents) 3% to 4% (36% of respondents) <2% (19%)

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KPMG

City of Sault Ste Marie Third Party Review

Opportunity Analysis Report

Version 3 (December 12, 2019)



Introduction

KPMG LLP ("KPMG") is very pleased to provide our report on the potential opportunities for the City of Sault Ste. Marie, forming part of a broader service review. As outlined in the terms of reference for our engagement, the overall goal of the service review is to better understand the relevance, effectiveness and efficiency of programs and services offered by the City (the "City") and to identify opportunities consistent with the objectives of the Province of Ontario's Audit and Accountability Fund (the "AAF').

This document presents the opportunities identified during the course of the service review. The opportunities contained within the report are considered to described at a high level and as such, the potential financial and non-financial benefits were determined on an incremental basis.

From our perspective, we suggest that the potential benefits from these opportunities could be in the form of either financial benefits or capacity benefits:

- **Financial benefits** refer to efficiency gains that provide incremental cost savings to the City through reductions in personnel and other operating costs. The realization of financial benefits would require the City to reduce its workforce in response to identified efficiency gains and/or service level reductions, which could be accomplished through attrition (e.g. retirements or staff departures) in order to avoid severance costs, avoid adverse labour relations impact and align staffing reductions with the transformation period.

- **Capacity benefits** result from workload reductions achieved through efficiency gains, allowing City personnel to focus on other activities. Given that this results in a redirection of staff, as opposed to a reduction in staff, capacity benefits do not result in direct cost savings.

A. Acknowledgement

We would like to take the opportunity to acknowledge the assistance and cooperation provided by staff of the City that participated in the service review. We appreciate that reviews such as this can be difficult for staff and we would be remiss if we did not express our appreciation for the cooperation afforded to us.

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Introduction

B. Restrictions

This report is based on information and documentation that was made available to KPMG at the date of this report. We had access to information up to October 21, 2019 in order to arrive at our observations but, should additional documentation or other information become available which impacts upon the observations reached in our report, we will reserve the right, if we consider it necessary, to amend our report accordingly. This report and the observations and recommendations expressed herein are valid only in the context of the whole report. Selected observations and recommendations should not be examined outside of the context of the report in its entirety.

Our observations and full report are confidential and are intended for the use of the City. Our review was limited to, and our recommendations are based on, the procedures conducted. The scope of our engagement was, by design, limited and therefore the observations and recommendations should be in the context of the procedures performed. In this capacity, we are not acting as external auditors and, accordingly, our work does not constitute an audit, examination, attestation, or specified procedures engagement in the nature of that conducted by external auditors on financial statements or other information and does not result in the expression of an opinion.

Pursuant to the terms of our engagement, it is understood and agreed that all decisions in connection with the implementation of advice and opportunities as provided by KPMG during the course of this engagement shall be the responsibility of, and made by, the City of Sault Ste. Marie. Accordingly, KPMG will assume no responsibility for any losses or expenses incurred by any party as a result of the reliance on our report.

This report includes or makes reference to future oriented financial information. Readers are cautioned that since these financial projections are based on assumptions regarding future events, actual results will vary from the information presented even if the hypotheses occur, and the variations may be material.

Comments in this report are not intended, nor should they be interpreted, to be legal advice or opinion.

KPMG has no present or contemplated interest in the City of Sault Ste. Marie nor are we an insider or associate of the City of Sault Ste. Marie or its management team. Our fees for this engagement are not contingent upon our findings or any other event. While KPMG does provide auditing and other professional services to the City of Sault Ste. Marie, the service review was conducted by KPMG partners and employees that are not involved in the provision of these services. Accordingly, we believe we are independent of the City of Sault Ste. Marie and are acting objectively.

C. Confidentiality

KPMG requests that the confidentiality of this report be maintained in the event of a request under the Municipal Freedom of Information and Protection of Privacy Act to the extent permitted by the available exemptions.

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City of Sault Ste Marie Third Party Review

High Level Opportunity Analysis



High Level Opportunity Analysis

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Alternate Service Delivery	Investigate the potential of the expanded use of third party service providers	Municipalities provide an extensive and diverse range of services to their respective residents and to potentially maximize effective and efficient service delivery, municipalities deliver those services through one of three ways: with internal resources, the use of third party service providers (contracted services) and/or a combined approach where the municipality and a third party service provider share in service delivery. Based upon those service profiles, it would appear that the City relies on its own resources for service delivery in particular in areas where a combined service delivery approach is more commonly used. The following areas are potential candidates but not exclusive to: • **Public Works Operations** –winter control and summer maintenance activities; • **Building maintenance** • **Print shop services** • **Carpentry services** • **Municipal greenhouses** • **Outdoor rinks** • **Parabus operations** • **Snow removal for transit operations**	Potential cost savings in excess of $1,000,000 annually

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High Level Opportunity Analysis

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Realign responsibilities currently within Corporate Communications to other City departments.	Currently, the City's Corporate Communications function is responsible for employee recognition and the oversight of the City's Information Manual (a collection of City policies). The City may wish to consider the following: • Shift the responsibility of City's employee recognition program from Corporate Communications to Human Resources – Municipal employee matter typically are the responsibility of a municipality's human resources function. • Shift the oversight and maintenance of the Information Manual to the Clerks function within Corporate Services given the nature of the document	Enhanced decision-making and service delivery
Operating Efficiency	Conduct a citizen's satisfaction survey to assess City's performance with respect to services and service delivery	Based on information shared during the review, the City has not conducted such a survey in recent years. The survey may assist the City in future decision making with respect to the level of service provided as well as assess the current basket of services delivered by the City and potentially identify gaps.	Enhanced decision-making and service delivery
Operating Efficiency	Ensure all communication functions are centralized to ensure all City departments are compliant with new visual branding as well as coordinating all internal communications from the department	Centralizing communications to ensure consistent messaging is delivered across the organization and brand compliance is considered to be a best/common practice and represents an operating efficiency within the corporation.	Enhanced decision-making and service delivery

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High Level Opportunity Analysis

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Explore the potential for a continuous improvement pilot project	While the City currently has a relatively small budget for quality improvement, the current use of that budget appears to be focused on corporate training opposed to continuous improvement initiatives (e.g. Lean Six Sigma expertise). Establishing continuous improvement allows the City to have access to resources who are then tasked with identifying areas of interest and assisting staff in acting upon the results with the intended goal of increasing the effectiveness and efficiency in service delivery.	Potential capacity gains and/or cost savings of $100,000 to $500,000
Operating Efficiency	Identify an approach in measuring the implementation of the City's strategic plan	At the time of the review, there did not appear to be a process in place which measured the progress of implementation in relation to the City's strategic plan. The establishment of such a process provides Council, City management and staff and the community with the ability to monitor progress and establish annual goals based on progress made.	Enhanced decision-making and service delivery
Operating Efficiency	Ensure the integration of legal services with respect to corporate wide decision making processes	Based on information shared during the consultations, the legal department is not consistently brought into the decision making processes of other departments which may expose the corporation to risk. The City may want to establish a process by which the legal department has an opportunity to provide comments prior to a decision	Enhanced decision-making and service delivery

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High Level Opportunity Analysis

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Investigate the number of committees and sub-committees of Council and the associated impact on effective decision making and use of resources.	To ensure that the City is maximizing the use of both Council and staff resources, the City may wish to review the mandate of each committee and subcommittee. The purpose of the review would be to determine whether or not their original intent is still being achieved and how it assists in effective decision making.	Enhanced decision-making and service delivery
Operating Efficiency	Explore the potential of redeveloping the City's approach to procurement	To ensure that the City's procurement policy and associated permitting spend approvals are appropriate given the size of the municipality and provides the opportunity for more effective and efficient decision making	Enhanced decision-making and service delivery
Operating Efficiency	Review the City's delegation of authority bylaw	To ensure that the City's level of delegation of authority is appropriate given the size of the municipality and provides the opportunity for more effective and efficient decision making	Enhanced decision-making and service delivery
Operating Efficiency	Undertake vendor rationalization	To ensure that the City's approach to vendors is appropriate and provides the opportunity for more effective and efficient decision making	Enhanced decision-making and service delivery
Operating Efficiency	Establish data analytics within the Finance department to optimize financial processes	Information shared during the review identified a number of low value activities which could be potentially be eliminated (low value journal entries and disbursements)	Enhanced decision-making and service delivery
Service Level Adjustment	Explore the potential of reducing the level of snow removal services provided during the winter months	Based on information shared during the review, the City appears to provide a high level of service with respect to snow removal and as such, there exists the potential of reducing the level of service potentially in line with the municipal comparator group.	Potential cost savings in excess of $1,000,000 annually

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High Level Opportunity Analysis

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Investigate the potential for energy efficiency projects	The pursuit and potential implementation of energy efficiency projects are considered to be best/common practice and have the potential of reducing the City's energy consumption and incorporate more environmentally friendly practices.	Potential cost savings of up to $100,000 annually
Operating Efficiency	Explore the potential of how municipal equipment is acquired on an annual basis (lease vs. buy options)	Investigating the potential of leasing versus buying equipment may provide the City with greater flexibility in its approach in financing both their operational and capital expenditures.	Potential cost savings of $100,000 to $500,000 annually
Operating Efficiency	Expand the use of Automatic Vehicle Locators (AVLs) on all municipal equipment and fleet.	A recognized best practice for municipal operations is the use of GPS technology that allows municipalities to maintain an electronic record of vehicle location and status. The intention of this technology is to provide a complete and readily accessible record of the City's operations.	Enhanced decision-making and service delivery
Operating Efficiency	Incorporate customer service practices for municipal cemetery operations	The current state of operations for municipal cemetery services may not be consistent with common customer service practices. Currently, there are office closures and limitations to a customers ability to pay for services including methods of payment and location for payment. The City may want to address these operational matters to potentially enhance the customer's experience.	Enhanced decision-making and service delivery
Service Level Adjustment	Explore the potential of reducing current cemetery maintenance service levels	Currently, the municipal cemetery grounds are cut on a two week schedule and there may exist the ability to reduce maintenance	Potential cost savings of up to $100,000 annually

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High Level Opportunity Analysis

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Service Level Adjustment	Discontinue the provision of crematorium services	The City currently provides crematorium services. Recently, another crematorium has begun operation and as a result, the level of activity at the municipal site has declined. The City may want to consider no longer offering the service in lieu of competition	Potential cost savings of $100,000 to $500,000 annually
Operating Efficiency	Shift toward the full implementation of cemetery software	At the time of the review, the City had yet to fully implement software for its cemetery services; based on information shared, the software is commonly used in the municipal sector but the City has yet to "go live" with the software package	Enhanced decision-making and service delivery
Operating Efficiency	Explore the potential of creating one maintenance unit tasked with all outdoor municipal maintenance	As an operating efficiency and to potentially enhance operational flexibility, the City may want to consider pooling all outdoor maintenance (parks and cemeteries) into one functional unit opposed to its current structure	Enhanced decision-making and service delivery
Service Level Adjustment	Reduce the level of maintenance service provided to municipal sportsfields	Currently, municipal sportsfields are maintained twice a week; The City may wish to explore reducing the level of maintenance to provide grass cutting less frequently for all sportsfields	Potential cost savings of up to $100,000 annually
Operating Efficiency	Consolidate various activities within the Engineering and Design department	Based on information shared in the development of service profiles, there are three activities that currently are delivered by various departments but to support more effective and efficient service delivery may be candidates to centralized within the Engineering department: • All design functions • Asset management • Responsibility for municipal signage including operational functionality of traffic signals • Source water protection	Enhanced decision-making and service delivery

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High Level Opportunity Analysis

Nature of the Opportunity	Opportunity	Rationale	Anticipated Benefit
Operating Efficiency	Shift the responsibility of accessibility from Planning to Clerks	As an operating efficiency and common practice, the City may wish to shift accessibility into the scope of the City Clerk given nature of its service delivery	Enhanced decision-making and service delivery
Operating Efficiency	Explore the potential of creating one maintenance unit tasked with all fleet maintenance	As an operating efficiency and to potentially enhance operational flexibility, the City may want to consider pooling all fleet maintenance into one functional unit opposed to its current structure	Potential cost savings of $100,000 to $500,000 annually
Operating Efficiency	Investigate the potential benefits of centralizing fuel procurement	Exploring the potential of going to market for fuel as one larger customer may provide greater economies of scale and potentially lower costs	Potential cost savings of up to $100,000 annually
Service Level Adjustment	Discontinue the practice of providing two hours of free parking in municipal lots	The City currently provides two hours of free parking at all of their municipal lots; the City may wish to follow a common practice where no free parking is provided and install pay and display units	Potential cost savings of up to $100,000 annually
Operating Efficiency	Establish a municipal succession plan	Considered to be a municipal common practice, the City may wish to commence the development of a succession plan with the intended outcome of developing staff for the future	Enhanced decision-making and service delivery
Operating Efficiency	Investigate the use of analytics to potentially enhance the organization's ability to identify, monitor and address trends that may impact on service delivery	The use of analytics will potentially assist the City in ensuring potential issues are addressed before any significant impacts occur with respect to service delivery.	Enhanced decision-making and service delivery

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High Level Opportunity Analysis

Opportunities in Progress

Opportunities were identified by KPMG that over the course of the review were initiated by City staff. For the purposes of the City, the opportunities are noted below:

Nature of the Opportunity	Opportunity
Service Level Adjustment	Discontinue the collection of non-residential and multi-family (5 units or more) waste
Revenue Generation	Investigate the potential of increasing user fees associated with the following services. All user fees are reviewed on a five year cycle to determine the suitability of all user fees. The following services were identified as potential areas of focus: • Legal services • Planning and development services • Solid waste management • Engineering and design • Transit
Service Level Adjustment	Rationalize the number of playgrounds consistent with the City's Master Plan

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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tim Gowans, Manager of Purchasing**
DEPARTMENT:	**Finance Department**
RE:	**Tender for Mausoleum Expansion – Phase XV**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Mausoleum Expansion in Holy Sepulchre Cemetery, as required by the Cemeteries Division of Community Services – Community Development & Enterprise 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 December 12, 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, IDEA Inc. (Curtis Berkenbosch); the Manager of Cemeteries; and the Director of Community Services. Mr. Berkenbosch's report concerning the tenders received is attached for your reference.

FINANCIAL IMPLICATIONS

The low tendered price, meeting specifications, as recommended by the City's Consultant is $1,013,000.00 (net of 100% HST credit).

As indicated in the May 21, 2019 Council report approving the issuance of the RFP for architectural services for the project, the Cemetery Reserve was anticipated to fully cover the estimated cost of the new mausoleum, with sales proceeds from crypts in 2019 providing for any unforeseen expenditures. The uncommitted balance of the Cemetery Reserve Fund is approximately $984,640.00 at present leaving a balance of approximately $28,360.00 to be funded from the 2019 sale proceeds. Costs of Architectural and Engineering Professional Fees for the Project in the amount of approximately $60,000 have already been reflected in commitments to the Cemetery Reserve Fund.

STRATEGIC PLAN / POLICY IMPACT

Provision of New Infrastructure is included in the Infrastructure focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 01 06 be received and the recommendation that the tender for Mausoleum Expansion – Phase XV be awarded to Gough Masonry Ltd., at their low tendered price, meeting specifications, of $1,013,000.00, be approved;

Further that the City's Consultant (IDEA Inc.) be authorized to issue a Letter of Intent to Gough Masonry Ltd. to commence mobilization for the Project.

A By-law authorizing signature of the Contract for this project will appear on a future Council Agenda.

Respectfully submitted,



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

December 16th 2019 IDEA Project No. 19041

Corporation of the City of Sault Ste. Marie
c/o Greenwood Cemetery
27 Fourth Line East
Sault Ste. Marie, Ontario
P6A 5K8

Attention: Mayor and City Council

Re: Municipal Mausoleum, Phase XV
Tender Recommendation

Dear Sir:
Tenders for the above-noted project was received at the City Clerk's Office at the City of Sault Ste. Marie before the required time on December 12th, 2019. These submissions were opened in a public meeting held the same day at 3:00 p.m. at the Civic Centre. Six (6) Stipulated Sum Tendered Amounts were received as follows:

Avery Construction Ltd.	$1,592,938.38 plus HST
Cecchetto & Sons Ltd.	$2,359,748.00 plus HST
George Stone & Sons Inc.	$1,531,247.00 plus HST
Gough Masonry Ltd.	$1,013,000.00 plus HST
468177 Ontario Ltd. (Laari Construction)	$897,000.00 plus HST
Ruscio Masonry and Construction Ltd.	$1,550,000.00 plus HST

As your Consultants, we have reviewed the tender submissions (tender forms and supplementary information), in accordance with the requirements of the Tender Documents, Industry Standards. We have also considered the Separate Price Option and determined that acceptance of SPO1 will not impact the determination of the low bidder. The low tender was received from **Laari Construction.** It was found to have been submitted without the required Consent of Surety / Agreement to Bond and as such, this tender submission is an incomplete.

The second low tender was received from **Gough Masonry Ltd.** in the amount of **$1,013,000.** It is complete, without errors and as such meets the requirements of the tender call. Gough Masonry have indicated in their Tender that they agree to complete the Work of the Base Bid Contract within **30 weeks** from date of tender award.

Separate Price Option 1 – Delete South Crypt - deduct $108,000.00
The pricing submitted for Separate Price Option Number 1 (SPO1) was to delete the south crypt from the scope of the project, in case the tendered amounts exceeded the city's budget for this project. Pricing received for SPO1 varied by 43% amongst the tender submissions received, with Gough Masonry offering the lowest credit. Given the low value of this credit, relative to the overall project cost, we are of the opinion that the cost submitted does not truly reflect the value of the work being deleted, and therefore does not represent "good value". We recommend that it should not be accepted. However, should you choose to accept the credit associated with SPO1, the following is a summary of the proposed contract price for this project:

Tender Amount	$1,013,000.00
Separate Price Option 1	-$108,000.00
Total Tender Amount	$905,000.00 plus HST

We recommend that the low Tender submitted by **Gough Masonry Ltd.** be accepted, without SPO1 for a Stipulated Contract Price of **$1,013,000.00 plus HST**

If you agree with this recommendation, please countersign this document in the space provided and return it to our office. Upon receipt of the countersigned letter, we will issue the **"Letter of Intent"** to the Contractor on your behalf. The Letter of Intent indicates your intent to enter into a Contract for the project and will allow the contractor to begin securing contracts with their sub-trades and suppliers. With the receipt of the countersigned letter we will also begin the preparation of the formal contracts on your behalf.

Should you have any additional questions or require any additional information, please do not hesitate to contact this office.

Yours very truly,



IDEA Inc.
Integrated Design – Engineering + Architecture
Curtis Berkenbosch OAA,
Architect

Enclosures: Tender Review Form

Acceptance of Separate Price No. 1 at this time (please circle) **YES** **NO**

Owner's Authorized Representative

_____

Signature Print Name

_____

Date

cc: (via email)

Tim Gowans	Manager, Purchasing
Roger Nenonen	Manager, Cemeteries
Brent Lamming	Director, Community Services
Franco Pastore	IDEA Inc.

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Shelley J Schell, CPA, CA Chief Financial Officer & Treasurer**
DEPARTMENT:	**Corporate Services**
RE:	**2020 Budget Amendment**

PURPOSE

The purpose of this report is to seek Council approval to amend the 2020 operating budget for the Levy Boards.

BACKGROUND

On December 9, 2019 Council passed the following resolutions:

- Resolved that the 2020 levies and local boards be approved with the following amendments:

  Sault Ste. Marie Region Conservation Authority decrease of $58,000
  Algoma Public Health levy increase $193,438

  resulting in an increase to the levy and local board portion of the municipal levy from 2019 of 2.16%
- Resolved that the overall 2020 municipal levy (corporate and levy and local boards) of $119,167,177 be approved

ANALYSIS

Subsequent to Council approving the 2020 operating budget on December 9, 2019, notification was received from Algoma Public Health and the District of Sault Ste. Marie Social Services Administration Board (DSSAB) of the actual 2020 levy for each.

	Approved Estimate	Actual 2020 levy
Algoma Public Health	$2,727,974	$2,669,377
DSSAB	$18,447,701	$18,145,858

Due to the difference of $360,440 being a material change from the approved budget estimate, staff is recommending that the levy and local board portion of the 2020 operating budget be amended.

FINANCIAL IMPLICATIONS

The decrease in the Algoma Public Health and DDSAB levies will decrease the levy and local board portion of the 2020 municipal levy. The overall 2020 municipal levy (corporate and levy and local board) will be $118,806,737, representing a 3.31% increase (previously approved at 3.63%). The levy and local board portion is reduced from 2.16% to 1.84%.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated January 6, 2020 regarding the 2020 Operating Budget amendment be received and that the levy and local board portion of the budget be amended to reflect a decrease of $360,440 and the municipal levy be amended to $118,806,737.

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

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Shelley J Schell, CPA, CA Chief Financial Officer & Treasurer**
DEPARTMENT:	**Corporate Services**
RE:	**Sanitary Sewer Fee Collection Costs**

PURPOSE

The purpose of this report is to seek Council approval of the increase requested by PUC Services Inc. to the collection costs for sanitary sewer fees.

BACKGROUND

The City of Sault Ste. Marie, (the City) and the Public Utilities Commission (the Commission) entered into an agreement dated January 1, 1962 of which one provision allowed the Commission to charge a three percent collection cost for sanitary sewer fees collected on the City's behalf. The following reductions were negotiated since that time:

- By-law 97-20 reduction to 2.5%
- By-law 98-35 reduction to 2.0%
- By-law 99-35 reduction to 1.5%
- By-law 2000-8 reduction to 1.0%

ANALYSIS

PUC Services Inc. is requesting an increase in the collection fee for the Commission to 2%. The collection costs have been recently reviewed by the PUC and the current 1% fee does not cover the actual collection costs (Appendix A).

The PUC collects electricity, water and sanitary sewer fees from the users. Collection costs for electricity are regulated by the Ontario Energy Board and must only be attributable to the collection of electricity. The shortfall in the sanitary sewer fee collection costs needs to be covered by the sanitary sewer revenue.

The collection cost analysis provided by the PUC has been reviewed and discussed in conjunction with the City's Finance Department. Staff recommend that the sanitary sewer collection fee be increased to 2%.

The current sanitary sewer fee will not be increased to accommodate the change in the collection costs in 2020. When the sanitary sewer fee is reviewed in 2020 for future

requirements, the change will be incorporated into any recommendation for a revised sanitary sewer fee.

FINANCIAL IMPLICATIONS

The sanitary sewer collection costs will increase from approximately $145,400 to $290,800 in 2020. The increase can be accommodated in 2020 within the current sanitary sewer fee.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Strategic Plan

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2020-10 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



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

PUC Services Inc.
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, Ontario P6A 6P2

November 28, 2019

Shelley Schell
Chief Financial Officer & Treasurer
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A5X6

Dear Shelley,

Re: **Request for Amendment of BY-LAW 2000-8**

The Corporation of the City of Sault Ste. Marie (the City) allows the Public Utilities Commission (the Commission) to charge a sewer surcharge collection fee. In 2000, that fee per BY-LAW 2000-8, was set at 1% of the amount of the sewage charge collected and remitted by the Commission to the City. Upon review of the actual cost burden to administer these activities (proponent share of the PUC total bill costs), it has been determined that 1% is not adequate.

This letter is a formal request for the City's consideration to increase the collection fee to 2.0%.

The 2020 budget for the Commission was approved on November 28, 2019. The following chart indicates that on a full cost recovery basis, a 2.4% administration fee would be appropriate for the upcoming fiscal year. The relative analysis for 2019 has also been provided. You can see the impact – although rates are budgeted to be higher in 2020, planned cost reductions drive the fee to be lower. Per the 2019 Water Financial Plan, as prepared in conjunction with KPMG, both rates and consumption are expected to decline in the out years.

Therefore, a 2% collection fee should be reasonable moving forward and it is being proposed that BY-LAW 2000-8 be amended, effective January 1, 2020.

The analysis can be reviewed at a minimum on an annual basis to ensure any changes to the assumptions that would materially impact the collection fee be considered and further adjustments to the by-law be proposed.

The Commission		
	2020 Budget	2019 Budget
Residential	$ 12,336,455	$ 11,463,718
General	$ 8,406,364	$ 8,018,431
TOTAL REVENUE	**$ 20,742,819**	**$ 19,482,149**
Residential (62%)	$ 7,648,602	$ 7,107,505
General (82%)	$ 6,893,218	$ 6,575,114
SEWAGE CHARGE	**$ 14,541,821**	**$ 13,682,619**
Billing Software Support & Equip (33%)	$ 43,102	$ 40,897
Postage & Stationary (33%)	$ 103,785	$ 107,580
PUC Customer Experience Labour (15%)	$ 206,542	$ 227,154
TOTAL COSTS TO ADMINISTER	**$ 353,430**	**$ 375,631**
% OF SEWAGE CHARGE	**2.4%**	**2.7%**

I look forward to hearing from you at your earliest convenience.

Best regards,

Kelly McLellan
VP Finance & Corporate Support

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Rachel Tyczinski, City Clerk**
DEPARTMENT:	**Corporate Services**
RE:	**Record Retention**

PURPOSE

The purpose of this report is to obtain Council approval of an updated record retention by-law for the Corporation of the City of Sault Ste. Marie.

BACKGROUND

The *Municipal Act, 2001* provides that a municipality shall retain and preserve municipal records. The *Act* also states that a municipality may establish retention periods for corporate records, after which records may be destroyed. The existing record retention by-law was approved in 1990.

ANALYSIS

Various employees representing all City departments have participated in cataloguing corporate records, analyzing existing retention periods and evaluating best practices for retention periods resulting in a new record retention schedule that includes reference to electronic documents and current technologies.

FINANCIAL IMPLICATIONS

There is no direct financial impact to adopting a new record retention by-law.

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:

The relevant By-law 2020-15 is listed under Agenda item 11 of the Agenda and will be read with all other by-laws under that item.

Respectfully submitted,

Rachel Tyczinski
City Clerk

705.759.5391
r.tyczinski@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Community War Memorial Funding Grant**

PURPOSE

The purpose of this report is to seek Council's approval to apply for the Community War Memorial Funding Grant.

BACKGROUND

The Community War Memorial Commemorative Partnership Program is offered through Veteran Affairs Canada. Veterans Affairs Canada is committed to honouring those who served Canada in times of war, military conflict and peace, and to keeping the memory of their achievements and sacrifices alive for all Canadians. Community War Memorial funding supports the construction, restoration or expansion of a community war memorial.

To be eligible, the project must commemorate the achievements and sacrifices of those who served Canada since Confederation (1867). Eligible recipients are non-profit or for-profit organizations, in Canada or abroad. Organizations can also be provincial, territorial or municipal levels of Canadian government. The project must be of a finite duration, with clear start and end dates.

At the Budget Council meeting dated December 9, 2019 the Memorial Tower Rehabilitation Assessment project was approved for $101,250. The project entails in place rehabilitation/repair of the existing concrete structure within three (3) main areas of concentration:

1. Removal of Interior Stucco Finishes including Paint
2. Exterior Repair/Scrap, Prime and Paint
3. Glass Block repair and or replacement

ANALYSIS

Staff have reviewed the grant prerequisites and note that the project may be related to the construction, restoration or expansion of a community war memorial. It must also be of a finite duration, with clear start and end dates.

Eligible projects may be assessed against the following criteria:

- The applicant has the capacity to deliver the project.
- The project objectives are specific and realistic and clearly support the objective of the CPP.
- The project will engage youth, Veterans, Canadian Armed Forces members and/or the general public in recognizing all those who served in Canada's efforts during war, military conflict and peace.
- The project will have noticeable impact and reach.
- Where agreements for collaboration are required to ensure the successful delivery of the project, contributors have confirmed their participation.
- The proposed budget is reasonable and sufficiently detailed.

It is important to note that eligible expenditures must be directly related to the project. Only expenditures incurred from the date of receipt of an application to the end of the agreement period may be considered for reimbursement. Priority will be given to expenditures related to the structure, accessibility and safety of the site. Funding may be approved in part or in entirety and is subject to the availability of resources in any given fiscal year. The form of payment (grant or contribution) will be determined based on such elements as the amount of funding provided, the risk associated with the project, the project's complexity and the management capacity of the applicant.

Up to 50% of eligible expenditures, not exceeding a maximum of $25,000, may be reimbursed. A minimum of 25% of the applicant's portion of the overall project cost must be cash, while up to 25% can be contributions made in-kind.

The next application deadline is March 1, 2020, for community war memorial projects starting on or after July 1, 2020. Staff are recommending an application be submitted in advance of the March 1, 2020 deadline to provide an opportunity to support a portion of cost for the project.

FINANCIAL IMPLICATIONS

If the grant is approved the amount of grant proceeds will offset the estimated capital project cost of $101,250 up to $25,000 maximum.

STRATEGIC PLAN / POLICY IMPACT

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

- Within the Infrastructure focus area, the maintenance of existing infrastructure will ensure its longest possible life cycle. We manage existing infrastructure in a responsible and sustainable way.
- Improves Quality of Life by supporting recreation and culture.
- Fiscal Responsibility by managing municipal finances in a responsible and prudent manner.

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

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 01 06 be approved.

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**882206 Ontario Inc. (John Rhodes Pro Shop) Lease**

PURPOSE

The purpose of this report is to seek Council's approval to extend the existing lease agreement for another five (5) year term between the City and 88206 Ontario Ltd (Pro Shop). This formalizes the company's willingness to exercise its third of three renewal options, which will expire February 28, 2025.

BACKGROUND

On March 6, 2000, Council passed By-law 2000-53 which authorized a Lease Agreement between the City and the Company for the Pro Shop for a term of five (5) years commencing March 1, 2000 and expiring on February 28, 2005. On February 7, 2005, Council passed By-law 2005-16. This by-law authorized a new Lease Agreement between the City and the Company for the Pro Shop for a term of five (5) years, commencing on March 1, 2005 and expiring on February 28, 2010, with the option of three (3) further renewal terms of five (5) years each.

The Company exercised its first of three renewal options supported by By-Law 2010 passed by Council on February 22, 2010. The Company exercised its second renewal option supported by By-law 2015-37 passed by Council on February 9, 2015.

The Company is now exercising its third of three renewal options of the Lease Agreement made February 7, 2005.

ANALYSIS

Staff have been in negotiations with the Company and are recommending a renewal of the Lease Agreement for another five (5) years. In this agreement the base rent has been increased by two (2%) percent. The annual base rent in February 9, 2015 Lease Agreement was Five Thousand, Seven Hundred Seventy-Nine ($5,779.90) Dollars and Ninety-Nine

Cents per year. This Agreement sets the annual base rent as Five Thousand Eight Hundred ($5,895.50) Dollars and Fifty Cents per year.

The monthly common area rate costs will be maintained at $51.00. The Company is responsible to pay all Property Taxes associated with the space ($2,926.93 for 2019).

Staff recognizes the role the John Rhodes Pro Shop plays in providing a valuable service to patrons at the facility and fits well within the facility. Staff recommends the agreement as proposed.

FINANCIAL IMPLICATIONS
This new agreement will not impact the Operating Budget.

STRATEGIC PLAN / POLICY IMPACT
The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Improves Quality of Life by supporting recreation and culture.

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

An agreement and By-law 2020-6 authorizing signature of the agreement appears elsewhere on the Council agenda for approval.

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Adrian DeVuono, Coordinator Local Immigration Partnership**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Anti-Racism Action Program – Authorization to Apply**

PURPOSE

The purpose of this report is to seek Council's authorization for the Sault Ste. Marie and Area Local Immigration Partnership to apply for a federal Anti-Racism Action Program that would support intercultural education and awareness throughout the community.

BACKGROUND

The Anti-Racism Action Program (ARAP) is a funding opportunity currently offered by the Government of Canada as part of Canada's Anti-Racism Strategy. The objective of the program is to: support communities confronting racism and discrimination, promote intercultural and interfaith understanding and foster equitable opportunities to participate fully in Canadian society; promote and engage in discussions on multiculturalism, diversity, racism and religious discrimination; and strengthen research and evidence to build understanding of the disparities and challenges faced by racialized and religious minority communities, and Indigenous peoples.

The Local Immigration Partnership has created a proposal to apply for funding that would support the development and implementation of activities to help reduce the barriers immigrants, refugees and religious or racialized minorities face to employment and social participation. The "Change Starts Here: Intercultural Leadership Program" would enhance intercultural education and awareness activities currently underway by producing vignette-style videos showcasing examples of inclusive hiring practises in the community; developing and delivering a digital literacy workshop for youth to provide them the skills, knowledge and resources they need to effectively challenge disinformation, rumours, hate and discrimination on social media; and by commissioning a mural to celebrate the Sault's increasing diversity to increase newcomers' sense of belonging to the community. The collaborative project will support our strategy to foster social cohesion in Sault Ste. Marie by empowering people to take a greater role in building a more inclusive and welcoming community.

ANALYSIS

Sault Ste. Marie is growing more diverse with every year: approximately 250 refugees have arrived since 2016 and we anticipate the resettlement program to continue apace for the next three years; the federal Rural and Northern Immigration Pilot program will create a path to permanent residence for many skilled foreign workers and their families who want to work and live in Sault Ste. Marie over the next three years; and we expect the number of international students in the community to increase annually due to the recruitment efforts of two post-secondary institutions. This increase in diversity will result in changes to the familiar social and cultural identify of the community. In an effort to proactively manage this transition, the LIP is proposing a strategy to foster peaceful coexistence and cohesion among all community members through engaging activities that reduce the "lack of knowledge of the other, as well as current rumours, stereotypes and prejudices about the other unknown person." (Cities Free of Rumours: How to Build an Anti-Rumours Strategy in My City")

FINANCIAL IMPLICATIONS

There are no financial implications for the Corporation of the City of Sault Ste. Marie. Should the proposal be successful, the program will be fully funded by the Government of Canada – Canadian Heritage department, with in-kind support provided by the Local Immigration Partnership. The total amount being sought is $33,000.

STRATEGIC PLAN / POLICY IMPACT

This proposal aligns with the City's strategy to "Welcome and Seek Out Immigration," within the Quality of Life focus area, as described in the Corporation of the City of Sault Ste. Marie's Corporate Strategy Plan (2016-2020). The program also supports Overarching Goal #5 – "Invite Immigration and Welcome Newcomers" in the Future Sault Ste. Marie Executive Summary report as well as Council's approval to convene the Coalition of Inclusive Municipalities (CIM) committee on March 4th 2019.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the LIP Coordinator dated 2020 01 06 concerning the application to the Government of Canada's Anti-Racism Action Program (ARAP) for the "Change Starts Here" initiative be authorized and supported by the City of Sault Ste. Marie.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

January 6, 2020

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 2020-16 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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 12 17

Karen Fields, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL BY-LAW ENFORCEMENT OFFICERS

Please amend Schedule "A" to by-law 93-165, being a by-law to appoint Municipal By-Law Enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

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

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

NO.	NAME	EMPLOYER	PROP. LOCATION
125	Brady Bishop	Norpro	All areas covered by Police Services
126	Orrette Robinson	Norpro	All areas covered by Police Services
127	Anthony Rocca	Norpro	All areas covered by Police Services
128	Robert McCoy	Norpro	All areas covered by Police Services
129	Chelsea Dokis	Norpro	All areas covered by Police Services
130	Ryan Vendramin	Norpro	All areas covered by Police Services
131	Ravi Kumar	Norpro	All areas covered by Police Services
132	Daniel Roussain	Norpro	All areas covered by Police Services
133	Aashmeen Thind	Norpro	All areas covered by Police Services

Would you please amend By-law 93-165 with the new attached Schedule "A."

Thank you.

Yours truly,

Nicole Maione
Manager of Transit and Parking

SCHEDULE "A"

David Etchells	51
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Brian Ford	104
David Hopkinson	105
Nathaniel Louttit	106
Sean Miller	107
Timothy Moreland	108
Arian Finlayson	109
Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Robert McCoy	128
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Catherine Taddo, P. Eng., Land Development and Environmental Engineer**
DEPARTMENT:	**Public Works and Engineering Services**
RE:	**Flooding Class Environmental Assessment Consultant Selection**

PURPOSE

The purpose of this report is to request approval to retain AECOM for engineering services related to a Flooding Class Environmental Assessment.

BACKGROUND

Two drainage areas in the People's Road area require investigation in relation to overland and basement flooding issues. The work generally includes modeling of storm and sanitary systems, field reviews, evaluation of alternatives, and development of a preferred conceptual design based on City and public input. A request for proposal was issued on October 31, 2019 for the above noted work.

ANALYSIS

The request for proposal was issued to the vendor of record list. Three consultants submitted proposals, and each proposal was evaluated by City engineering staff. Based on the evaluation it is recommended that AECOM Canada Ltd. be retained for an upset fee of $260,200, excluding HST. The fee includes a base estimate of $138,200 in addition to the following provisional items:

- Geotechnical investigation: $12,000;
- Schedule C Class EA Allowance: $50,000;
- Part II Order request allowance: $10,000, and;
- Contingency allowance: $50,000.

The contingency allowance includes items such as additional fieldwork to support model calibration, and additional supplementary studies that may be required to support the Class EA.

The cost of Environmental Assessments are challenging to estimate. As alternative solutions are developed and evaluated, the process can become iterative in nature. The process is dependent upon input from the public and agencies which assists in developing

the preferred solution. The required schedule in the Environmental Assessment that informs the process, varies dependant on the solution being proposed.

FINANCIAL IMPLICATIONS

An amount of $75,000 was allocated in the 2019 capital budget, and $50,000 in the 2020 capital budget for the Class Environmental Assessment. It is recommended that an additional $135,200 be set aside in the 2020 miscellaneous construction budget from the $915,000 resurfacing allocation.

STRATEGIC PLAN / POLICY IMPACT

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2020 01 06 concerning the Flooding Class Environmental Assessment be received, and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.

Respectfully submitted,

C. Taddo

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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Carl Rumiel, Manager of Design and Transportation Engineering**
DEPARTMENT:	**Public Works and Engineering Services**
RE:	**Great Northern Road and Second Line Traffic Network – Class Environmental Assessment**

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services to conduct a Municipal Class Environmental Assessment (EA) that will address the City's needs for a secondary road network to provide alternative routes around the Great Northern Road/Second Line intersection. This EA will also consider alternatives to alleviate traffic issues within the existing primary road network while also considering conditions for pedestrians, cyclists, and transit.

BACKGROUND

At the 2018 07 16 meeting, Council accepted the recommendations presented in the Great Northern Road/Second Line Road Network and Active Transportation Studies. These recommendations included completing an EA that would consider several road extensions to improve the overall road network in this area which would also create new opportunities for active transportation initiatives.

ANALYSIS

In accordance with the procurement policy, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category and was posted on the City webpage. Proposals from the following firms were received:

- Tulloch Engineering
- IBI Group
- WSP
- Kresin Engineering Corporation
- BTE

All proposals were reviewed by Engineering staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on staff's review, it is recommended that this work be awarded to Tulloch Engineering.

FINANCIAL IMPLICATIONS

Tulloch's fee estimate is $118,115 excluding HST. Based on the contents of their proposal, the Engineering Division will work with Tulloch to develop an engineering agreement that will be brought to Council at a later meeting.

There is $125,000 allocated within the approved 2019 and 2020 Miscellaneous Construction Budgets for this work.

STRATEGIC PLAN / POLICY IMPACT

Traffic related recommendations are related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 01 06 concerning the Great Northern Road and Second Line Traffic Network – Class Environmental Assessment consultant selection be received, and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Carl Rumiel, Manager of Design & Transportation Engineering**
DEPARTMENT:	**Public Works and Engineering Services**
RE:	**Leigh's Bay Road Culvert Repair – Contract 2019-14E**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2019-14E. The work generally consists of completing an urgent repair of an existing culvert that crosses Second Line West at Leigh's Bay Road. This repair also includes support and protection of the 900mm diameter watermain, which is a main supply to the City's water distribution system.

BACKGROUND

In recent years, sinkholes have appeared at the intersection of Leigh's Bay Road and Second Line requiring Public Works staff to fill in holes and patch asphalt. In the fall of this year, a significant sinkhole appeared which requires a more complicated repair at a location where the culvert crosses the PUC transmission watermain. This watermain is a 900mm diameter Hyprescon pipe, which provides approximately one half of the fresh water to the City.

Tenders received for Contract 2019-14E were opened at a public meeting on Thursday, December 12, 2019 in the Steelton Room of the Civic Centre. Present at the opening was Deputy City Clerk Madison Zuppa as well as City staff and contractor representatives.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete, checked for errors and listed on the attached tender report. The low tender of $135,496.55 (excluding HST) was received from Trimount Construction Group.

FINANCIAL IMPLICATIONS

When allowances for engineering and non-rebatable HST are added, the City's cost to complete this project is projected to be $171,000.

The cost of the repair can be accommodated within a $250,000 allowance for culvert replacements in the 2018 Capital Budget, which has not been spent.

STRATEGIC PLAN / POLICY IMPACT
This report is linked to the infrastructure focus area of the strategic plan.

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

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 01 06 concerning Leigh's Bay Road Culvert Repair, be received and that Contract 2019-14E be awarded to Trimount Construction Group be approved.

By-law 2020-13 authorizing execution of Contract 2019-14E and by-law 2020-14 authorizing the closure of Second Line West at Leigh's Bay Road for a period of one week appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



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

Attach.

AECOM Imagine it. Delivered.

AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, ON P6A 2M4
Canada

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F: 705 942 3642
www.aecom.com

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

December 13, 2019

Project #
60618068

Dear Mr. Rumiel:

Subject: Leigh's Bay Road Culvert Repair
Contract No. 2019-14E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Thursday, December 12, 2019 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2019-14E – Leigh's Bay Road Culvert consists completing an emergency repair of an existing 900mm CSP culvert that crosses Second Line at Leigh's Bay Road including support and protection of the existing 900mm CPP transmission watermain which is the main supply to the City's water distribution system.

A total of four (4) local Contractors were invited to submit tenders for the project. All Contractors were sent a digital copy of the tender documents, and three (3) Contractors picked up documents and tender envelope at AECOM's office.

During the tender period, there were a few questions from plan takers relating to clarifications on the scope of work. One Addendum was issued by the Consultant to address issues/questions raised by the plan takers.

2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2019-14E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, December 12, 2019. The tenders were publicly opened at 3:15 p.m. on the same day by Assistant City Clerk Madison Zuppa in the presence of City and Consultant staff as well as representatives of two of the bidding Contractors. At the time of the tender opening, the Total Tender Prices were read and the tenders were reviewed to ensure they included the required tender deposit in the amount of 10% of the Total Tender Price and agreement to bond for performance security.

The tender deposits, which were in the form of bid bonds, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

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

1.	Trimount Construction Group	$135,496.55
2.	Avery Construction Ltd.	$245,458.50
3.	Pioneer Construction Inc.	$315,200.00

The Total Tender Price for each tender includes a contingency allowance of $5,000 along with two provisional items.

The Engineer's tender estimate for this Contract was $96,000.00 (excl. HST) which was compiled based on unit prices from other contracts and estimate of the equipment manpower and materials to complete the work. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

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

1. All tenders were properly signed, sealed and executed.

2. The tender breakdowns were checked for mathematical errors. No errors were found.

3. The Instructions to Tenderers indicated that all tenders were to include a tender deposit in the form of a bid bond, certified cheque, money order or bank draft in the amount of 10% of the Total Tender Price. All tenderers complied with submission of the required tender deposit.

4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.

5. The tender also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.

6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to all tenders submitted.

7. The tenderers were required to confirm that their Corporation, its Officers and Directors, and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act. All tenderers confirmed.

8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No. 1.

3.0 Low Bidder Experience

The low tenderer, Trimount Construction Group., is a well-known local Contractor who has completed City contracts in the past. Statement 'A' Tenderer's Experience provided with their tender submission outlined a list of similar projects that they have completed in the Sault and area.

Statement "D" – Subcontractors submitted by Trimount Construction Group indicated that the work will be done by their own forces.

4.0 Tender Estimate

The low tender amount of $135,496.55 (excl. HST) is higher than the Engineer's tender estimate by $39,496.55 (excl. HST) or approximately 41%. The higher tender costs could relate to the time of year to undertake the work and/or risk of working around the large diameter transmission watermain.

5.0 Conclusions

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

1. The City should select a Contractor to complete the Leigh's Bay Road Culvert Repair project;

2. The City shall execute the attached Form of Agreement to allow work to proceed as soon as possible. (Note: the low bidder has been included in the attached agreement at this time); and

3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

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

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2019-14E
Leigh's Bay Road Culvert Repair

FORM OF AGREEMENT

This Agreement made (in triplicate) this **16th** day of **December** in the year **2019** by and between

Trimount Construction Group hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and complete all the works shown and described in the contract documents entitled:

CONTRACT NO. 2019-14E

LEIGH'S BAY ROAD CULVERT REPAIR

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.

3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION:	The Corporation of the City of Sault Ste. Marie P. O. Box 580 Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5N1
THE CONTRACTOR:	**Trimount Construction Group** 2 – 1092 Great Northern Road Sault Ste. Marie, Ontario
THE CONTRACT ADMINISTRATOR:	AECOM Canada Ltd. 523 Wellington Street East Sault Ste. Marie, Ontario P6A 2M4

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Mayor – Christian Provenzano

(seal)

_____

City Clerk – Rachel Tyczinski

THE CONTRACTOR

_____

Company Name

(seal)

_____

Signature

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Karen Fields, City Solicitor**
DEPARTMENT:	**Legal Department**
RE:	**Housekeeping – Amendments to By-law 2018-55 (Delegate Signing - City Solicitor)**

PURPOSE

The purpose of this report is to request Council's approval to amend By-law 2018-55, being a by-law to authorize the City Solicitor, in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete acquisitions and transfers of property, including Teraview (electronic documentation) once the transaction has been authorized by City Council by Council Report and/or By-law.

BACKGROUND

On March 19, 2018, City Council passed By-law 2018-55. This by-law authorizes the City Solicitor, in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete acquisitions and transfers of property, including Teraview (electronic documentation) once the transaction has been authorized by City Council by Council Report and/or By-law.

ANALYSIS

An amendment should be made to By-law 2018-55 giving additional authority to the City Solicitor and her/his designate to include the signing of all electronic documents, that have been approved by City Council.

FINANCIAL IMPLICATIONS

No financial impact.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-2 being a by-law to amend Bylaw 2018-55 appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Karen Fields
City Solicitor
KF/da
705.759.5407
k.fields@cityssm.on.ca

LEGAL\STAFF\COUNCIL\REPORTS\2020\OPEN PR1 HOUSEKEEPING AMEND DELEGATION OF SIGNING AUTHORITY BY-LAW 2018-55.DOCX

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel**
DEPARTMENT:	**Legal Department**
RE:	**Sale of 540 Albert Street East – Assignment Agreement and Parking Lot Lease**

PURPOSE

The purpose of this report is two-fold, specifically to seek Council's approval of:

(a) an Assignment and Novation Agreement between the City and the Sault Ste. Marie Housing Corporation ("SSHC") regarding the Fourth Lease Extension and Amending Agreement dated July 16, 2019 and relevant background agreements between the City and Her Majesty The Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services ("Her Majesty") for their occupation and lease of a portion of 540 Albert Street East; and

(b) a Parking Lot Lease between the City and Sault Ste. Marie Housing Corporation for the City Property comprising Civic 139 Brock Street East ("Parking Lot Lands").

BACKGROUND

On November 18, 2019, Council passed By-law 2019-231 which authorized the sale of the building and lands comprising 540 Albert Street East to the District of Sault Ste. Marie Social Services Administration Board ("DSSMSSAB"). The closing date is scheduled for January 20, 2020.

As per the conditions set out in the Agreement of Purchase and Sale, the DSSMSSAB has agreed to assume the Fourth Lease Extension and Amending Agreement dated July 16, 2019 between the City and Her Majesty along with all relevant background agreements (collectively the "Assigned Agreements"), and further has directed that title be taken in the name of Sault Ste. Marie Housing Corporation ("SSMHC"). The transaction also contemplated a lease between the City and SSMHC for the Parking Lot Lands for the nominal amount of $1.00 per year.

ANALYSIS

The Assignment and Novation Agreement effectively completes the assignment of the Assigned Agreements from the City to SSMHC effective on the closing of the transaction

("Effective Time"). The City shall remain responsible only for those matters that arose prior to the Effective Time. SSMHC shall thereafter assume, perform and discharge the obligations and liabilities of the City as set out in the Assigned Agreements.

With respect to the Parking Lot Lease, the City leases the Parking Lot Lands to the SSMHC for a period of twenty (20) years commencing January 20, 2020, with an option to renew this Agreement for a further period of ten (10) years subject to successful negotiations between the City and the SSMHC. During the Term, SSMHC is responsible for all maintenance, inspection, repairs and parking enforcement of the Parking Lot Lands. The SSMHC cannot assign, sublet or otherwise transfer the rights in the Lease to another party without the City's consent. The Parking Lot Lease further confirms that the Parking Lot Lands are to be used solely as a parking lot and for no other purpose. Finally, the SSMHC agrees to indemnify and save the City harmless from any liabilities, costs and expenses that may arise from its lease, use, occupation and presence on the Parking Lot Lands and requires the SSMHC to carry general liability insurance with a minimum of Five Million Dollars comprehensive general liability insurance.

FINANCIAL IMPLICATIONS

The Parking Lot Lease for the nominal amount of $1.00 per year was contemplated as part of the sale of 540 Albert Street East. With respect to the Assignment and Novation Agreement, as of the Effective Time, the City will no longer be responsible for the costs associated with the maintenance, capital improvements, insurance, etc. of 540 Albert Street East and all rental payments received by the City will be assigned to SSMHC.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-11 authorizing the execution of an Assignment and Novation Agreement between the City and the Sault Ste. Marie Housing Corporation appears elsewhere on the Agenda and is recommended for your approval.

Further, By-law 2020-12 authorizing a Parking Lot Lease between the City and Sault Ste. Marie Housing Corporation for the City Property comprising Civic 139 Brock Street also appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
m.borowiczsibenik@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

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 – Water Lot Abutting 5 McPhail**

PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31539-0119 (LT) PCL 153 SEC AWS; PT WATER LT IN FRONT OF LT 11 CON 1 ST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE 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 the "Subject Property".

BACKGROUND

The Legal Department received a request from Randy Park 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").

There were no objections to declaring the property surplus. The SSMRCA advised that the property is located within an area under the jurisdiction of the Conservation Authority. Any development on the Subject Property will require a permit from SSMRCA.

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

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.

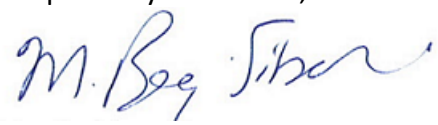
STRATEGIC PLAN / POLICY IMPACT
N/A

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

Authorize that the City owned property described as PIN 31539-0019 (LT) PCL 153 SEC AWS; PT WATER LT IN FRONT OF LT 11 CON 1 ST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE be declared 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 2020-7 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

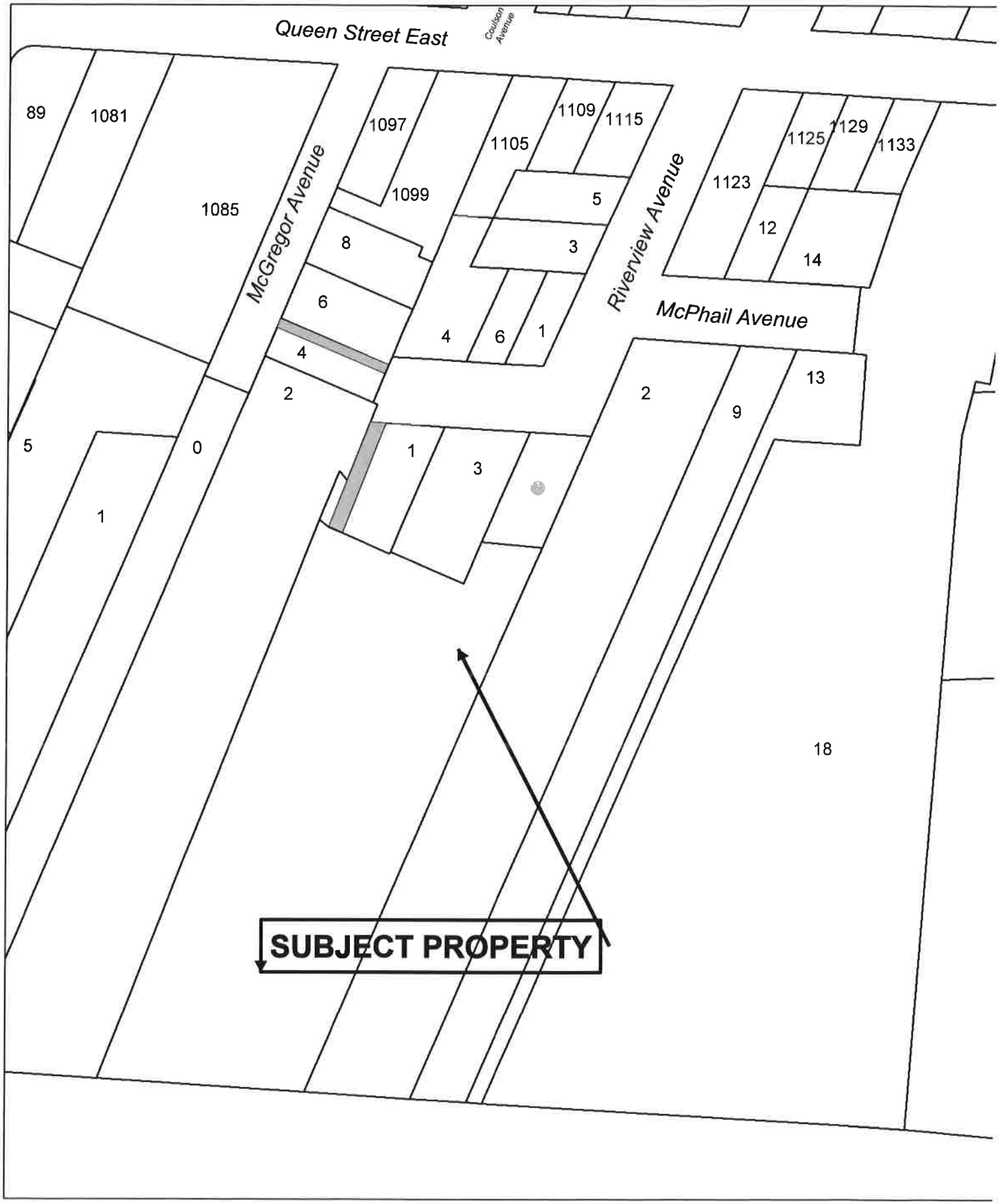


Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

MBS/tj
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\OPEN - Map 9 - Surplus Abutting 5 McPhail.docx

Schedule "A"


Queen Street East
Coulson Avenue
McGregor Avenue
Riverview Avenue
McPhail Avenue
89
1081
1085
1097
1099
1105
1109
1115
1123
1125
1129
1133
5
3
12
14
8
6
4
6
1
4
2
2
9
13
5
0
1
1
3
18
SUBJECT PROPERTY

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 6, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Peter Tonazzo, RPP, Senior Planner**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**A-19-19-Z.OP 22 MacDonald Avenue (Ruscio, Martella)**

PURPOSE

The Applicants, Joe Ruscio and John Martella, are seeking Council's approval to rezone the subject property to facilitate the construction of an 8-storey, 65-unit apartment building. The Applicants are also seeking Council's approval to amend the Official Plan by eliminating the requirement that at least 30% of the proposed dwellings be 'affordable'.

PROPOSED CHANGE

The Applicants wish to rezone the subject property from Parks and Recreation Zone (PR) to High Density Residential Zone (R5) to permit the 8-storey, 65-unit apartment building. Furthermore, the applicants wish to amend the Official Plan by way of a notwithstanding clause to Policy HO.6 to eliminate the requirement that at least 30% of the dwelling units be affordable.

Subject Property

- Location: the subject property is located on the northwest corner of MacDonald and Gladstone Avenues.
- Size: Irregular shaped, approximately 154m (505') frontage on Gladstone Avenue, and 236m (774') frontage on MacDonald Avenue, totalling 1.8ha (4.5 acres)
- Present Use: Vacant Land
- Owner: Bellex Corporation

BACKGROUND

Ownership

The subject property was previously occupied by playing fields associated with the former Collegiate Heights High school. In 2000 the city acquired the property from the Algoma District School Board (ADSB) for a snow dump site. In 2013 Council declared the property surplus. In 2014, following advertisement, a bid for the property was accepted however the prospective purchaser did not complete required conditions and the property remained under City ownership. The property was re-advertised in 2015 with no offers,

and again in 2017, where one offer (by the applicants) was received. In 2018 Council authorized the sale, and the property was transferred to Bellex Corporation later that year. At that time, the City retained a drainage easement along the north and west portions of the property.

Previous Planning Application

In February 2019, the applicants filed an application (A-8-19-Z) to permit a 12-storey, 90-unit apartment building. Council approved the application subject to a number of conditions.

Two individuals appealed Council's approvals to the Local Planning Appeal Tribunal (LPAT). The appeals sited a number of concerns, most notably, that Official Plan Policy HO.6, which requires developments of greater than 50 dwelling units to ensure that no less than 30% of those units are affordable.

Given that housing affordability is a Provincial Interest, in August 2019 the applicants abandoned the application and Council repealed the approval by-laws and LPAT abandoned the appeal.

ATTACHMENTS

Appendix 1 – Site Plan, Facade Rendering, Arial Pictures & Sightline Analysis submitted by Applicant

Appendix 2 – Planning Justification Report submitted by Applicant

Appendix 3 – Preliminary Servicing Study submitted by Applicant

Appendix 4 – Traffic Impact Statement submitted by Applicant

Appendix 5 – Official Plan Amendment

Appendix 6 – Department/Agency Comments

Appendix 7 – Neighbour/Public Comments received prior to report deadline

Appendix 8 – Subject Property Maps

ANALYSIS

The applicant is proposing to construct an 8-storey, 65-unit apartment building, with a notwithstanding amendment to Official Plan Housing Policy 6 (HO.6) to eliminate the need to provide 30% of the dwelling units at affordable rent levels.

It is worth noting that the original proposal was for a 12-storey, 90-unit apartment building, however the applicant has decided to reduce the total number of storeys and dwelling units proposed.

Conformity with the City's Official Plan (OP)

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan.

There are a number of policies within the current OP that apply to this application. The Planning Justification Report, completed by Kevin Jarus, M.Pl, MCIP, RPP, of TULLOCH Engineering also speaks to the city's OP, Provincial Policy Statement and Growth Plan for Northern Ontario. Planning staff agrees with the conclusions contained within the Planning Justification Report and the discussion below is intended to summarize and augment Mr. Jarus' comments.

Residential Development Policies

Generally, the residential development policy framework of the OP aims to encourage a mixture of housing types and tenure. More specifically:

Residential Policy 2 (R.2) of the Official Plan states that '*Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core."*

The resulting density of this proposal is 14.4 units per net acre. Within the local context, medium density development ranges from 12-20 dwelling units per net acre, therefore it is Planning Staff's opinion that this proposal represents a medium density residential development and is not subject to Policy R.2. For context, the Collegiate Heights Retirement Home located across the street consists of 85 units with a density of 14.6 units per acre, which is virtually identical to the current proposal.

It is worth noting that within the context of the OP, residential density is a measure of units per acre, and does not consider the overall form of a particular development. The OP does not define low, medium and high residential densities. Notwithstanding the high versus medium density argument, flexibility is built into Policy R.2. The term 'should' is utilized when referring to integration and compatibility in density, height and setbacks. Likewise, the term 'generally' is utilized in relation to restricting high density development to major arterial streets and areas abutting the downtown core. With this in mind, the urban design policy framework, as discussed below provides important considerations related to integration and compatibility.

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

R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.

Residential Policy R.1 encourages a mixture of housing types and diversity of ownership and tenure forms in new development. Policy R.3 permits medium density residential dwellings to be integrated into low density areas subject to a rezoning.

Urban Design Policies

The urban design policy framework aims to ensure that new development respects the surrounding area, protects natural features, encourages pedestrianism and a pleasurable streetscape. More specifically:

D.1 The physical form of the community shall be friendly and accessible to all users and development shall respect and reinforce the human scale. New development should be designed to integrate with the existing urban fabric.

Development or redevelopment should replicate and/or respond to existing colour, texture, scale, and massing in order to harmonize with the existing streetscape rhythm and the relationship of uses.

Integration and compatibility with surrounding land uses, will be achieved by significant setbacks and vegetated buffers.

The current site plan proposes a minimum 22m (72.5') setback between the building and north lot line, and a 49.8m (163.5') setback to the nearest west lot line. The ravine area provides a 30-60m (98-197') vegetated buffer between the proposed developed area and the north and west lot lines of the subject property. This buffer is more than doubled when considering the portion of the ravine on adjacent properties to the north. Attached within Appendix 1 is a sightline analysis conducted by Tulloch Engineering on behalf of the applicant, which indicates that the vegetated buffers are such that the top of a 12-storey building would be screened from view from the north and west. The proposed 8-storey building will have even less of a visual impact to abutting neighbours to the north and west. The sightline analysis utilizes a relatively conservative assumption that the tree canopy is 10m (33').

Along the south lot line, the applicant is proposing a 26.5m (87') setback adjacent to Macdonald Ave and an 89.5m (293.5') building setback from the east lot line. Significant planting is proposed along the south and east lot lines, which will appropriately soften the visual impact of the building and parking area when viewed from the south and east.

The overall height of the building is anticipated to be approximately 24.4m (80'). To put this into perspective, the Knights of Columbus apartment building at 277 Northern Avenue is 8 storeys. Within Appendix 1, are a series of aerial photographs taken with a drone, from approximately 18m (60') above grade, which would be at about the 6th storey of the proposed apartment. These photos were taken in the early spring. Generally, there

are few direct, unobstructed views to nearby residential dwellings or rear yards and where direct sightlines exist, separations are large enough to mitigate overlook.

D.3 The maintenance and/or reinforcement of all natural features such as river and creek valleys, ravines, wooded areas, parkland and heritage landscapes located within or next to development sites shall be encouraged.

D.4 Views and vistas of built and natural features, significant forest corridors, landscapes and ridge lines shall be preserved and enhanced.

D.5 The 'Urban Forest' concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development.

D.6 A high standard of site design in strategic or prominent locations such as the downtown, along major arteries, at street intersections and at entrances to the City shall be promoted.

Approximately ½ of the property is an undevelopable ravine with mature vegetation. The ravine is also an important drainage course for areas north and east of the subject property. An easement in favour of the City is registered upon the ravine to limit development; Therefore, this important vegetated area will remain intact and not be impacted by this development.

The proposed apartment building will not impact any views or vistas below the hill, given the existing Collegiate Heights Retirement Home development, which sits on top of the hill, between the subject property and the escarpment.

Given the hilltop location and proposed height, the apartment building will be a part of the City's skyline. It will be visible throughout the community, including downtowns on both sides of the River and northbound vehicles on the International Bridge. Therefore, high quality design is important. The applicant is proposing a contemporary building, utilizing 4 distinct façade treatments (glass, grey brick, white paneling and yellow rectangular accents) that will break up the monotony of a homogeneous façade and provide visual interest when viewed from a distance.

It is Planning Staff's opinion that this application is consistent with applicable urban design policies within the Official Plan.

Housing Policies

The housing policies *'integrate the social and economic aspects of creating and providing adequate and affordable dwellings throughout the municipality to satisfy our projected need.'*
The following Housing policies are applicable to this development:

HO.1 Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

HO.6 For all urban residential developments greater than 50 units, the developer shall be required to provide a statement of affordability ensuring that opportunities for creating a range of housing types are provided so that no less than 30% of the new dwellings are affordable. Wherever feasible 50% of all affordable housing provided shall be affordable to low income households as defined by the Ministry of Municipal Affairs and Housing.

HO.1 speaks to providing a range of housing types, with the goal of creating mixed residential neighbourhoods. The bulk of Sault Ste. Marie's residential neighbourhoods were developed between 1965 and 1990. At that time, development aimed to segregate housing types so that single detached dwellings were grouped together, with semi's and townhouses segregated into a separate part of the subdivision and finally apartments. Consequently, local residential development pattern is largely homogeneous, with singles, semi's, townhouses and apartments grouped into separate areas. The result has been marginalized areas, and a lack of housing options in many neighbourhoods. The benefits of mixed residential neigbhourhoods are numerous. There are various opportunities to 'age in place', and a mixture of residents creates a stronger, more complete neighbourhood that is better insulated from marginalization. More recently, Planning staff has recommended in favour of and Council has approved numerous infill development proposals to permit residential intensification and a variety of housing types in neighbourhoods.

Policy HO.6 specifically requires that at least 30% of all units in developments greater than 50 units be affordable. The applicant is seeking relief from this requirement, by way of a notwithstanding clause so that none of the proposed units are required to be affordable.

The city's OP was approved in 1996 and policy HO.6 is the result of the relatively short lived *Comprehensive Set of Policy Statements*, which was passed by Rae's Provincial Government and later repealed by the Harris Government. While many of the policies contained within the *Comprehensive Set of Policy Statements* were carried forward in subsequent *Provincial Policy Statements*, the specific requirement *'opportunities will be provided for no less than 30% of new dwelling units created through development, and intensification to be affordable housing'* was not.

The applicant anticipates that rents will be between $1400-$1900 including utilities, whereas the Provincially defined affordable monthly rent in Sault Ste. Marie is $886. According to CMHC, in October 2018, median rents in SSM were as follows:

Median Monthly Rents in Sault Ste. Marie

Bachelor	$600
1 Bedroom	$776
2 Bedroom	$945
3+ Bedroom	$895
TOTAL	$891

The applicant has indicated that without ongoing significant subsidies, this project cannot proceed if 30% of the units need to be affordably priced.

Planning staff agrees with the Planning Justification Report that in this respect, the policy is actually counterproductive. The policy could have the effect of either limiting residential developments to less than 50 units or reducing/eliminating rental unit development, thus lowering supply and driving up rent prices.

There exist more effective methods to achieving affordable rental housing that are currently implemented or being contemplated as part of Shape the Sault, the new OP Project:

<u>Second and Third Units</u>

The OP and the Zoning By-law permit the creation of 'second units' in any single detached, semi-detached or townhouse dwelling, or within an accessory structure on the same lot as such dwellings. The recent passing of Bill 108 (June 2019) now requires municipalities to permit 'third units' as or within an accessory structure on the same lot as a single, semi or townhouse dwelling, which may already have a second unit. It is recognized that 'converted dwellings such as basement apartments or apartments in ancillary structures have the greatest potential to be affordably priced, given the low costs associated with creating these types of units, relative to the costs of new greenfield construction.

As part of the new OP project, new policies will be developed and Zoning By-law 2005-150 will be amended to permit 'third units' in addition to current second unit regulations. Such units represent a significant opportunity for the provision of affordable housing units.

Rental Housing Community Improvement Plan (CIP)

According to the Canadian Housing and Mortgage Corporation (CMHC) the local vacancy rate as of October 2018 is 5.8%, which is higher then the Provincial average. As a general rule of thumb a 3% vacancy rate is considered healthy. Affordable housing advocates argue that higher vacancy rates (5-7%) are healthy from an affordability perspective.

Between 2006 and 2014 local vacancy rates were very low, between 1%-2%. In 2014 Council recognized this trend and passed a Rental Housing CIP which provides a Tax Increment Equivalent Grant (TIEG) for projects resulting in 4 or more rental units. To date, almost 300 new rental units have been constructed and taken advantage of the CIP incentives. It is also anticipated that additional rental projects will be brought forward this year.

Shape the Sault – New Official Plan Initiatives

The city is currently undertaking the creation of a new Official Plan. It is anticipated that a Draft OP will be brought to Council this spring.

A number of initiatives related to affordable housing are currently being explored, including:

1. A new affordability strategy, including affordability targets.
2. Further incentives (potential CIP) for the creation of affordable dwellings
3. Partnerships for the provision of affordable housing – A good example is the recent Memorandum of Understanding with Ontario Aboriginal Housing Services and other partners which could result in the provision of approximately 120 dwelling units on the 'Gateway Site'. The project proposes a mix of affordable, market and rent geared-to-income units.

Transportation Policies

In general, the Transportation Policy framework within the OP aims to ensure that the city's transportation system network satisfies the domestic and commercial needs of the community and region. In addition to the discussion contained within the Planning Justification Report, a portion of the following Transportation Policy directly relates to this development:

TR.8 In reviewing proposals for major development within the City, consideration of the potential impact on the safety, efficiency and volume of traffic on abutting streets shall be considered…

The applicant has submitted a Traffic Impact Statement, prepared by Stephen Keen of CIMA+, attached as Appendix 4 to this Report.

Current Traffic Volumes

	Peak Hourly Traffic Volume	24-hour Daily Traffic
Gladstone Ave.	86 vehicles/hr	964 vehicles
MacDonald Ave.	265 vehicles/hr	3080 vehicles

It is estimated that the proposed 65 dwelling units will generate approximately 289 additional vehicle trips per day, distributed as follows:

Site Trip Distribution – From the Proposed Access onto Gladstone Ave.

	Vehicles/Day	Vehicles/hr – Peak AM	Vehicles/hr Peak PM
North on Gladstone	58	4	5
South on Gladstone	231	16	18
West on Macdonald	145	10	6
East on Macdonald	86	12	6

The Report also indicates that 85% of vehicles are operating at or near the current speed limit of 50km/hr. More specifically, the 85 percentile vehicular speed along Gladstone is 35km/hr in both directions, and the 85 percentile speed along Macdonald Avenue is 53km/hr eastbound and 49km/hr westbound.

The report contains the following conclusions in support of the application:

1. Generally, 2-lane roads like Macdonald Ave. can accommodate daily traffic volumes of 8,000 vehicles/day without experiencing congestion. Currently Macdonald Ave. carries about 3,000 vehicles per day and Gladstone Ave. 1,000 vehicles per day.
2. The subject apartment site will generate a minor volume of traffic, approximately 25 vehicles in the peak hour and 300 vehicles daily. Therefore, impact on the adjacent streets will be insignificant.
3. With the apartment building in place, traffic volumes on MacDonald Avenue are expected to rise from 3,000 vehicles per day to about 3,300 vehicles per day, a figure well below capacity.
4. Traffic volumes on Macdonald Ave. were higher in the 1980's (approximately 5,200) when two schools were located in the immediate area. With the apartment building in place, traffic volumes will be much lower (3,300) than they were in the 1980's.

From a pedestrian standpoint, a sidewalk exists along the north side of Macdonald Ave. and on both sides of Gladstone Ave. At this point, the site plan does not show a pedestrian access to either Macdonald or Gladstone Aves. As part of the Site Plan Control process the applicant will be required to provide pedestrian links.

Comments received from Carl Rumiel, Manager of Design and Transportation Engineering indicate that Engineering does not see a current or future problem with pedestrians crossing at Macdonald/Gladstone. Engineering will monitor this location and should a pedestrian crossing facility be warranted, it can be considered.

There is a bus route on Bruce Street, with stops at Grosvenor Avenue approximately 400m (1312') west of the subject property and Gladstone Avenue, approximately 350m (1148') north.

Conformity with the Provincial Policy Statement 2014 (PPS) and Growth Plan for Northern Ontario (GPNO)

It is Planning Staff's opinion that this proposal conforms to the Provincial Policy Statement 2014 and Growth Plan for Northern Ontario. Staff agrees with the analysis contained within the attached Planning Justification Report.

Consultation

Neighbourhood Meeting
November 21st, 6:30-7:30pm
Our Lady of Good Counsel Church

The neighbourhood meeting was attended by approximately 24 neighbours, Planning Staff and Joe Ruscio (proponent).

The proponent presented a preliminary site plan of an 8 floor apartment building consisting of 65 units.

Concerns raised:

- Traffic increases
    - As discussed earlier in the report, both Macdonald and Gladstone Avenues are capable of supporting the additional traffic generated from the development proposal.
- Affordable Housing
    - Discussed in greater detail elsewhere in this report.
- Building not fitting into the character of the area (scale, colour, massing)
    - Proponent suggested that significant setbacks and landscaping are mitigating factors. Neighbours referenced Collegiate Heights and former Alec Muir developments of examples of 'scaling back' plans to fit into the character of an area. The proponent indicated that in those cases, setbacks are far less then in this case.
    - There is additional discussion earlier in this report and within the Planning Justification Report on this matter. Planning staff are of the opinion that a

combination of building setbacks and landscaped buffers will mitigate character concerns.

- Slope Stability and the fact that SSMRCA correspondence attached to first council report is only a portion of a previous correspondence to a different proponent back in 2013.
    - Legal Department has provided the original correspondence in question to concerned neighbours.
    - The ravine area, which also acts as an important drainage course, is subject to an easement in favour of the City. The easement restricts development and site alteration within the ravine area. Development is proposed to occur on the flat portion above the ravine, beyond the 'top of the stable slope'. At this point Engineering, Public Works and Conservation Authority staff have not communicated significant concerns related to slope stability. It is however recognized that more detailed design will be required, including a permit from the Conservation Authority, prior to development or site alteration.
- Property values will decline
    - Proponent suggested this is not necessarily true.
    - It is worth noting that property value impacts are not necessarily a valid planning argument for supporting or objecting to a particular application.
- Stormwater Management concerns, especially related to snow storage
    - The city requires that post development flows cannot exceed pre development flows and that all drainage must be captured on-site, within the stormwater management pond, and released slowly.
- Servicing - Suggested that existing underground services are old and potentially incapable of supporting this development
    - Proponent indicated that his Engineer has reviewed and has no concerns, City Engineering staff also have no concerns, however detailed design will be required.
- Construction Impacts – Concerns that piling will damage nearby old homes/foundations
    - The proponent has indicated that given the soils, piling is an important part of any development upon the site. The developer has indicated that he will engage an insurance adjuster to assess nearby homes pre-construction. If damage ensues, and it is attributed to construction, then the developer will pay for damages. This process is similar to current city road reconstruction procedures.
- Concerns related to additional phases – 'If this gets approved, will developer come forward with a second phase, similar to what Collegiate did?'
    - The proponent indicated that at this point he is not contemplating additional phases.

  - The recommended zoning for the subject property is scoped in a manner that permits not more than 8-storeys and 65-units, therefore, any future residential development would require a rezoning application, which would include public notice in accordance with the Planning Act.
- Parking - concerns that there is not enough on-site parking to accommodate the proposed 65-unit apartment building. Neighbours also noted that during services at Our Lady of Good Counsel Church, cars park on Macdonald and Gladstone Avenues, which creates difficulties.
  - As per the site plan attached, 99 parking spaces are proposed (1.52 spaces per dwelling unit), which exceeds the minimum requirement of 81 spaces (1.25 spaces per dwelling unit). 6 barrier free spaces are proposed, which also exceeds the minimum requirement of 5 barrier free spaces.

<u>Department/Agency Comments – Attached as Appendix 6</u>

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

- No comments/objection: Municipal Heritage Committee, Community Development and Enterprise Services, Accessibility Advisory Committee, Fire, Economic Development Corporation, Legal, Ministry of Municipal Affairs & Housing, Ontario Power Generation
- See attached comments from Engineering, Sault Ste. Marie Region Conservation Authority (SSMRCA), PWT, and PUC, Legal Department, Building Division

Correspondence from the Municipal Services Engineer speaks to servicing, grading, stormwater management and the drainage ravine. In reviewing the Preliminary Services Report (attached as Appendix 3), Engineering staff have not identified any concerns related to downstream sewer capacity or the age/state of the existing underground sanitary sewer, which will have to be verified prior to development. These matters are appropriately addressed through the site plan control process.

Correspondence from the Manager, Design and Transportation Engineering indicates no concerns or comments related to the Traffic Impact Statement. Furthermore, correspondence indicates that Engineering Division does not have any current or future concerns in this area with pedestrians crossing at Macdonald/Gladstone.

The SSMRCA notes the property is within their jurisdiction and as such, a permit will be required. A geotechnical study will be required to ensure adequate slope stability and stormwater management works shall include long term erosion control measures. These matters can also be addressed through the site plan control process.

Correspondence from Public Works notes that the proposed stormwater management pond is in close proximity to the maintenance access to the ravine. This access is located within the easement on the northeast corner of the subject property. Again, Site Plan

Control can be utilized to ensure that the ravine and access thereto is not impacted by the development.

PUC Services Inc. have no objections to the proposal. As indicated in the Site Servicing Report, the developer has worked with PUC to determine that water and electrical servicing capacity in the area is generally available and adequate to support the development. Once the applicant has finalized their requirements they are encouraged to contact PUC as early as possible during the design stages to finalize specific electrical and water servicing requirements.

Comments from Legal Department provide a historical timeline of subject property ownership, which is described in greater detail in the 'Background' section at the beginning of this report. During a neighbourhood meeting, it was suggested by a concerned neighbour that the sale from ADSB to the City included a condition that the property remain as 'green space'. Legal Department has confirmed that no such condition was part of the property sale/transfer.

Comments from Building Division confirm that a Record of Site Condition will be required prior to the issuance of a building permit, based upon the previous use of the property as a snow storage site.

Nieghbourhood Comments Resulting from Public Notice – Attached, Appendix 7

Up to the drafting of this report only one comment has been received from Dale Godfrey, Broker of Record for Godfrey Realty Group Inc., located at 264 Bruce Street. Ms. Godfrey supports the development and as a Realtor, feels that the units are 'badly needed', especially for senior clients that 'don't have options to make a move out of their homes…'

Ms. Godfrey's point relates to the concept of aging in place, which is a benefit of mixed residential neighbourhoods. In theory, this development could provide for an appropriate housing alternative for those currently residing in, or wishing to reside in this particular neighbourhood.

Additional comments from concerned neighbours are anticipated after the planning report submission deadline. These additional comments will be attached to Council's Agenda.

FINANCIAL IMPLICATIONS
The approval of this report will have no impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT
Approval of this application is not specifically linked to any policies contained within the Corporate Strategic Plan.

SUMMARY

The applicants are proposing a significant development that will be a prominent fixture of the City's skyline. The proposed site and lot configuration will mitigate any potential impacts (such as aesthetics, rear yard privacy and shading effects) upon adjacent properties to the north and west. Apart from the church to the east, there is no development along Gladstone Avenue. The dominant land use to the south is the existing Collegiate Heights Retirement Home. The proposed apartment building is well set back from all lot lines and will not impact existing views from this portion of 'the hill'.

Given the size of the development, Site Plan Control is of critical importance, to ensure technical matters such as servicing and drainage are appropriately designed, constructed and maintained over the long term. Given the prominence of the development, Site Plan Control will also be utilized to ensure that exterior development details such as landscaping and façade design are of a high quality.

The current OP approach to affordability is the result of Legislation that was in place for a short period in the mid-90's. It is noted that this approach is above and beyond that required by PPS 2014, even though it could be argued that affordable housing is more of a significant Provincial issue then it was in the mid 90's. In recommending approval of OPA 226, Planning Staff is not suggesting that affordability is not a local issue, rather, staff is suggesting there are far more effective ways of achieving affordability targets, and the current policy approach is counterproductive.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2020 01 06 concerning Rezoning Application A-19-19-Z.OP be received and that Council approve the application in the following manner:

1. That Council approve Official Plan Amendment 226 by way of a notwithstanding clause to Policy HO.6 to permit the residential development to proceed without providing any affordable units.
2. That Council Rezone the subject property from Parks and Recreation Zone (PR) to High Density Residential Zone (R5), subject to the following special exception:
    a. That the proposed apartment building not exceed 8 storeys.
    b. That the total number of residential units on-site not exceed 65.
3. That Council deem the property subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca

A-19-19-Z.OP - 22 MacDonald Avenue Appendices

Appendix 1	Site Plan, Façade Rendering, Aerial Pictures, Sightline Analysis – Submitted by Applicant
Appendix 2	Planning Justification Report – Submitted by Applicant
Appendix 3	Preliminary Servicing Study – Submitted by Applicant
Appendix 4	Traffic Impact Statement – Submitted by Applicant
Appendix 5	Official Plan Amendment
Appendix 6	Department/Agency Comments
Appendix 7	Neighbour/Public Comments Received Prior to January 6, 2020 Deadline
Appendix 8	Subject Property Maps

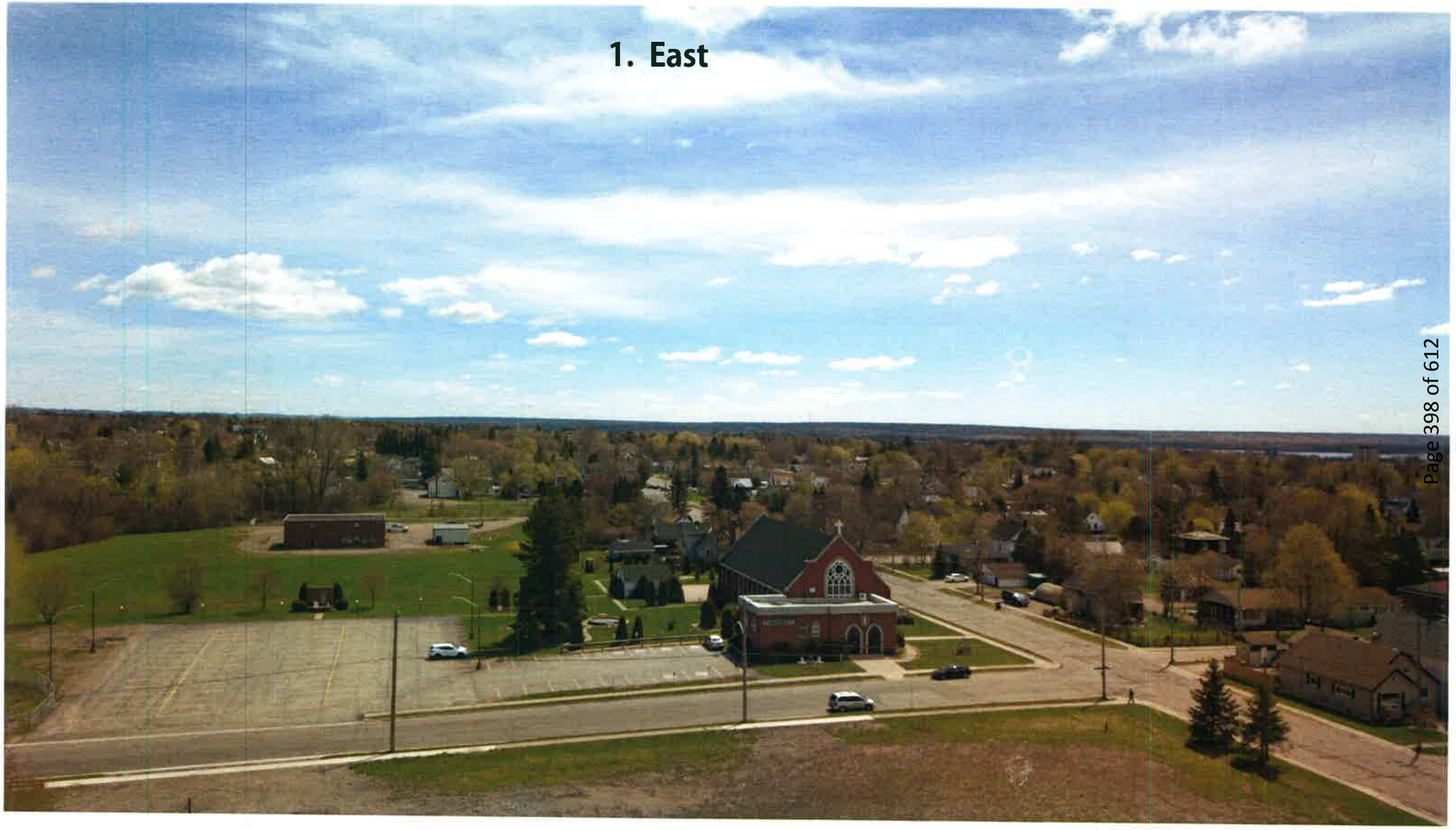
Appendix 1

Site Plan
Façade Rendering
Aerial Pictures
Sightline Analysis

PROJECT NORTH
SITE COVERAGE
52,000
OVERALL SITE AREA
208,955 SF
APPROX. 24.8% SITE COVERAGE
APPROX. 75.2% LANDSCAPED AREA
PARKING REQ'D BASED ON 65 UNITS
98 required
PARKING PROVIDED
22 covered stalls
77 on-grade stalls
Total 99 provided
proposed site plan
macdonald ave. apartments
MACDONALD AVE
EASEMENT
PROPOSED
8 STOREY BUILDING
DROP-OFF
EXTENT OF EASEMENT
RETENTION POND
LANDSCAPING
SIDEWALK
GLADSTONE AVE.
This work is copyrighted to david ellis architect and not to be reproduced without written permission
drawing
site
plan
project number
1817
scale
NTS
date
21 November 2019
checked by
d ellis
drawn by
d ellis
revisions
project
proposed apartment building
macdonald avenue
sault ste. marie, ontario
david ELLIS architect inc.
site



1. East



2. South East



3. South



4. South West



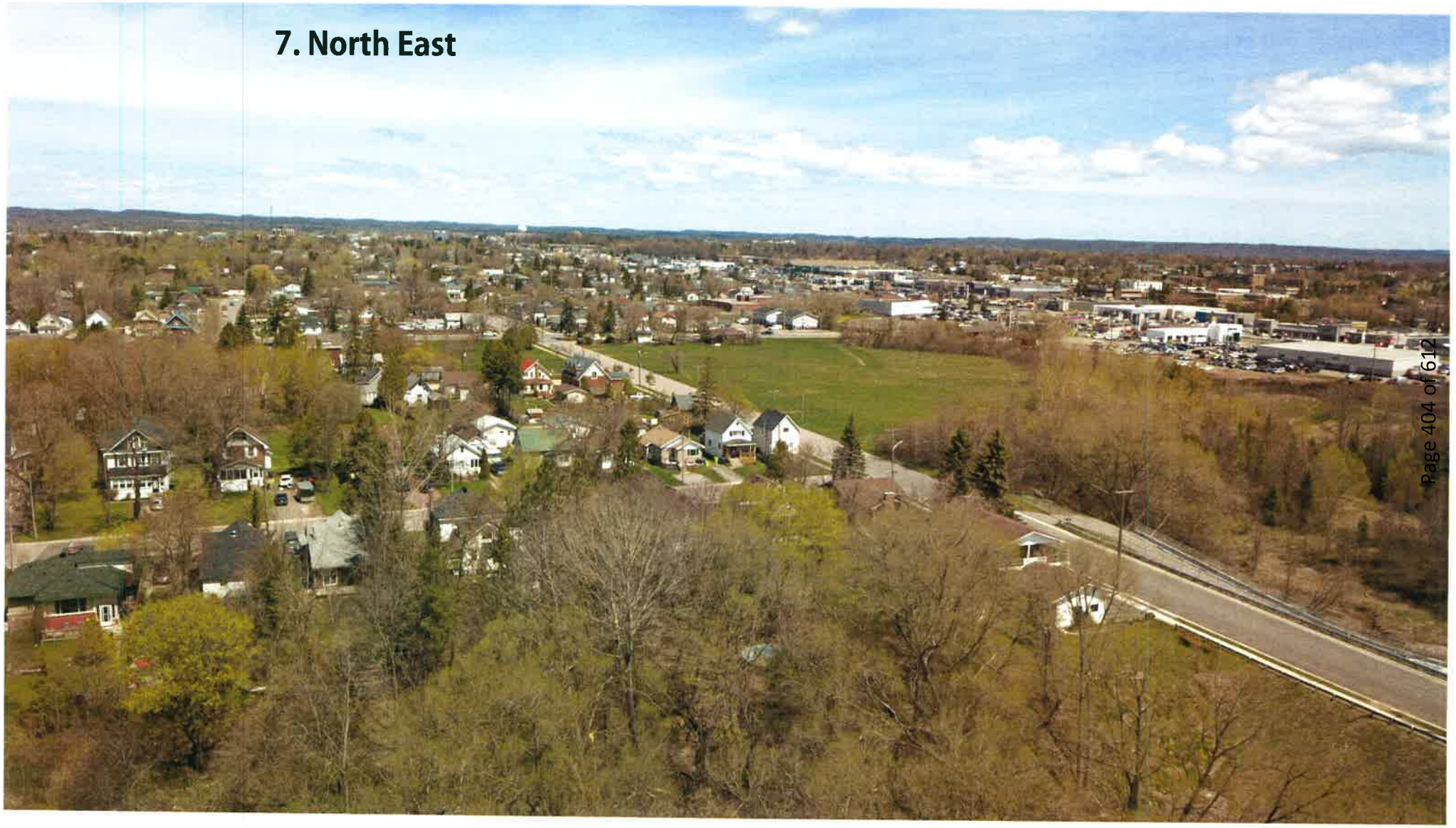
5. North West

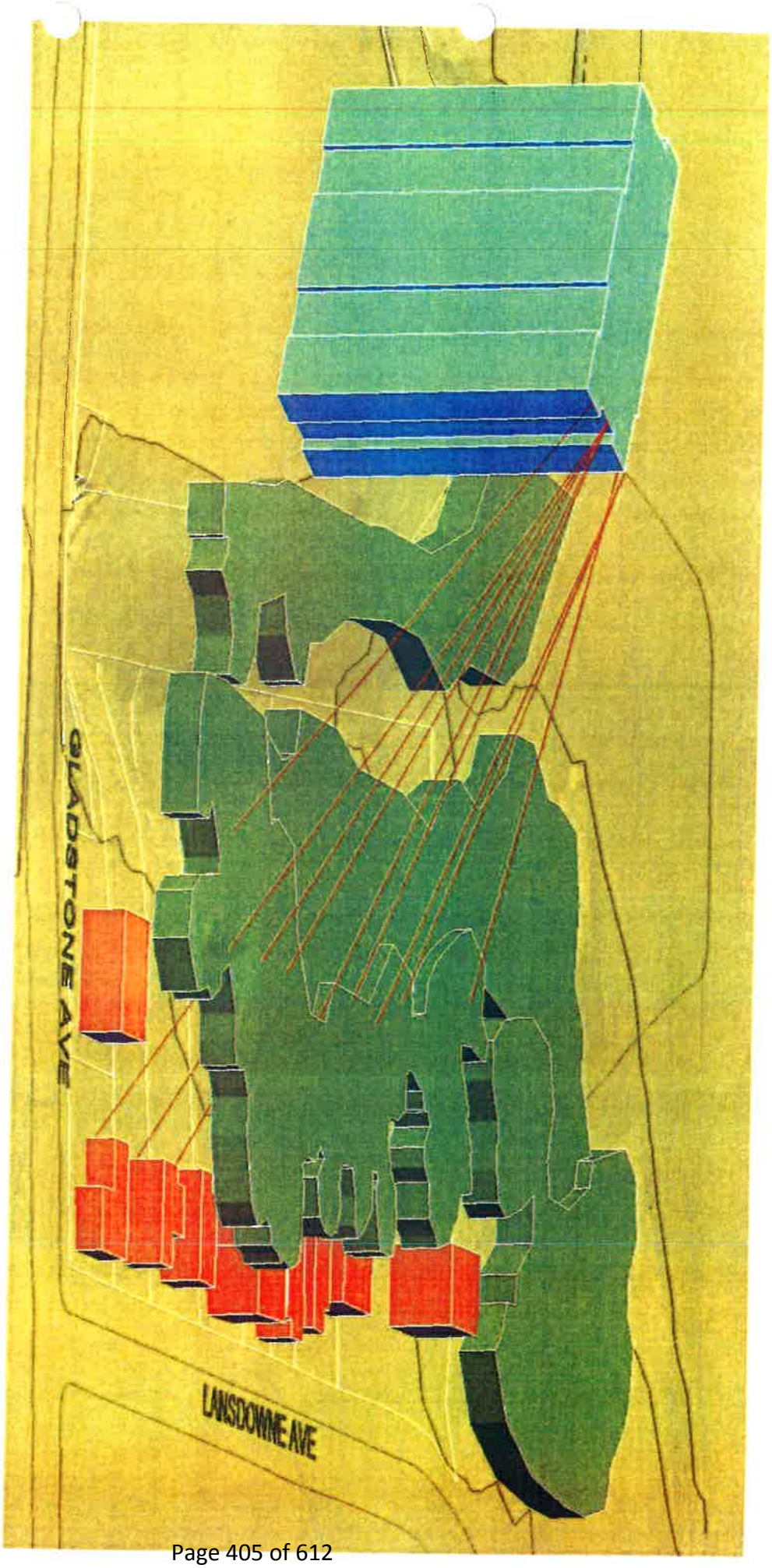


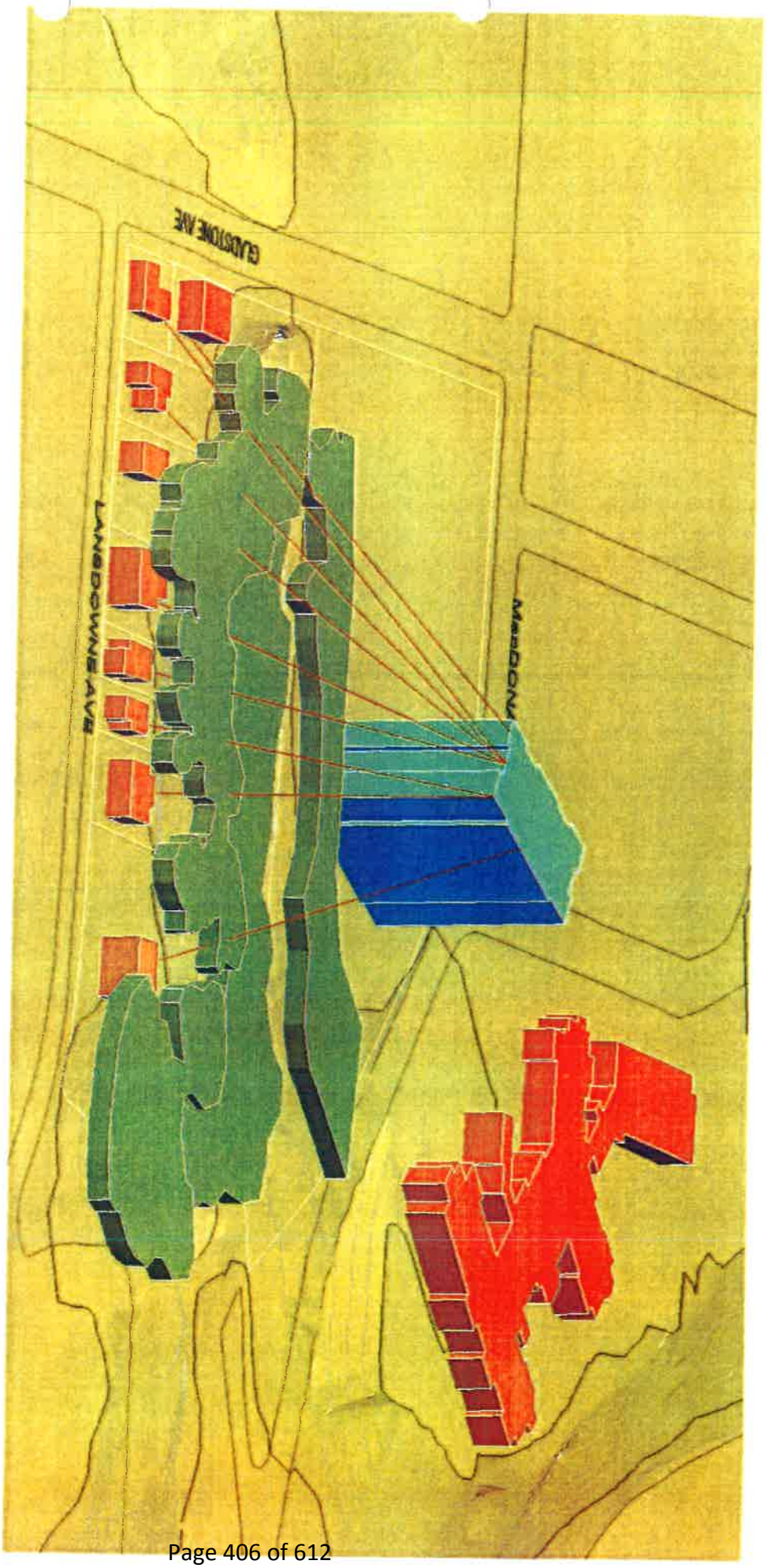
6. North

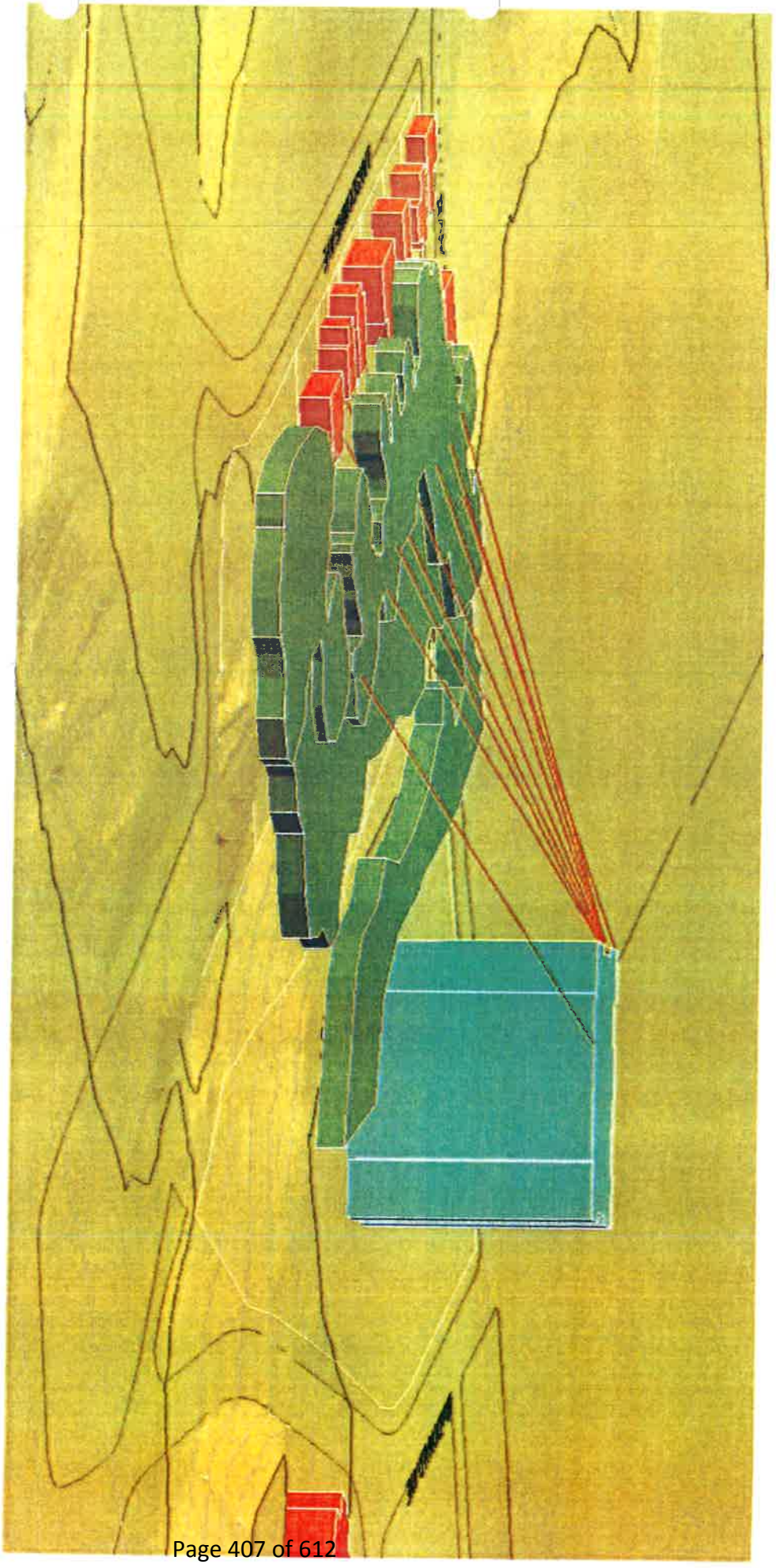


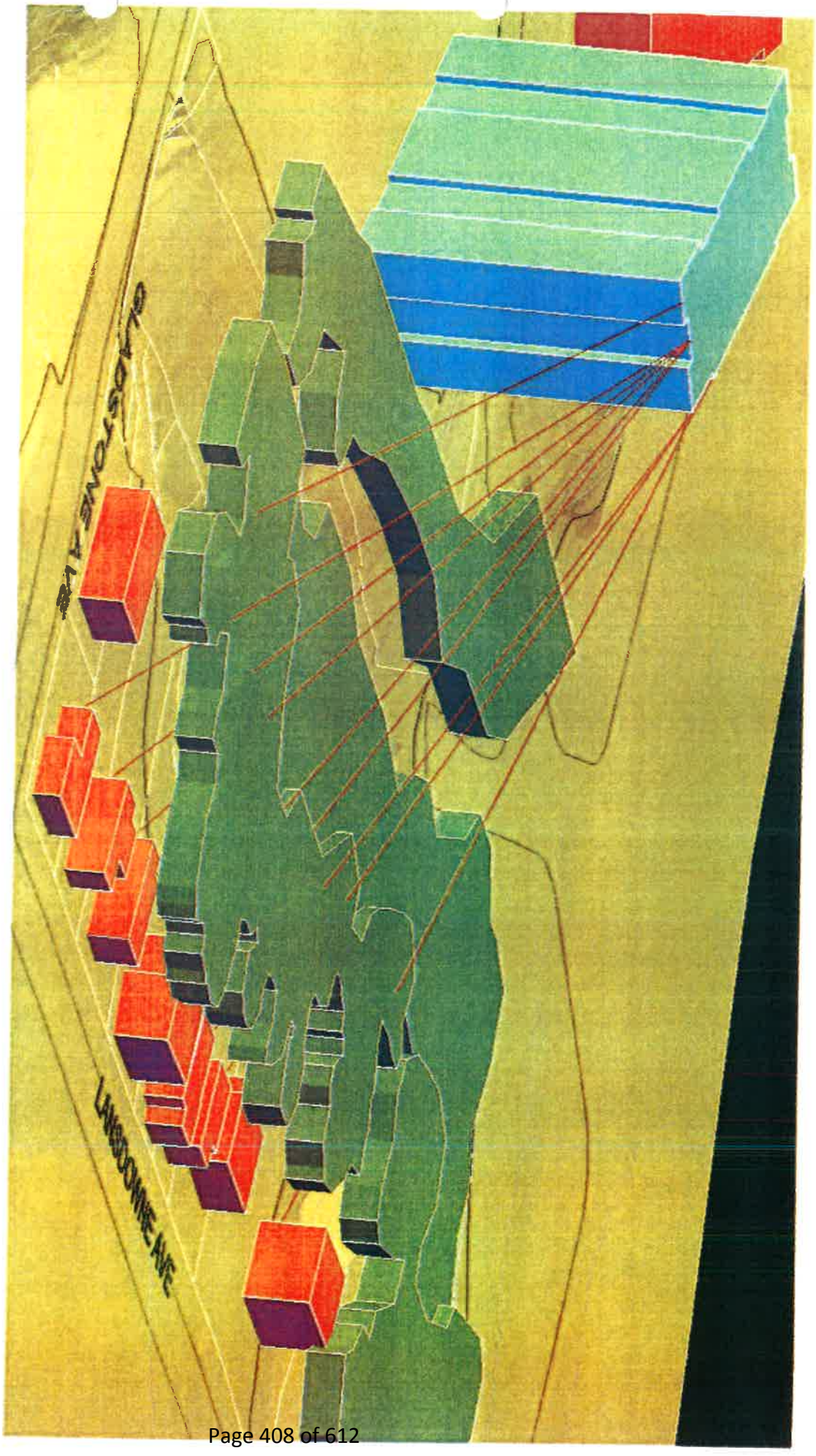
7. North East




GLADSTONE AVE
LANSDOWNE AVE


GLADSTONE AVE
LANSDOWNE AVE




GLADSTONE AVE
LANSDOWNE AVE

Appendix 2

Planning Justification Report

TULLOCH
ENGINEERING

PLANNING JUSTIFICATION REPORT

OFFICIAL PLAN & ZONING BY-LAW AMENDMENTS
22 MACDONALD AVENUE

CITY OF SAULT STE. MARIE

November 2019
v.3

Prepared for:
Bellex Corporation

Prepared by:
TULLOCH Engineering

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1. INTRODUCTION

1.1 Purpose

Tulloch Engineering (TULLOCH) has been retained by Bellex Corporation (the 'Applicant') to prepare a planning justification report for *Planning Act* applications to amend the Sault Ste Marie Official Plan and Zoning By-Law. This report provides both planning analysis and justification which concludes the subject amendments to reduce the affordable housing official plan provision from 30% to 0%, and to rezone the subject lands from 'Parks and Recreation Zone (PR)' to 'High-Density Residential Zone (R5)' conforms to and is consistent with the City of Sault Ste. Marie Official Plan and 2014 Provincial Policy Statement, and represents Good Planning.

This report will review the merits of the application in the context of the applicable policies found within the documents noted below to review policy consistency/conformity of the applications:

- *2014 Provincial Policy Statement*
- *Growth Plan for Northern Ontario, 2011*
- *City of Sault Ste Marie Official Plan, 1996*
- *City of Sault Ste Marie Zoning By-law 2005-150*
- *Our Downtown-Sault Ste Marie's 2016 Downtown Strategy*
- *Shape the Sault, 2019*

The proposal represents an appropriate infill opportunity in the City as the subject property is in close proximity to public services, public transit amenities, existing municipal infrastructure and park space. The development will provide a needed housing form and tenure that will add to the area rental-unit base, which will in turn contribute to the vibrancy of the development area.

1.2 Proposed Development

This application proposes a zoning by-law amendment from 'Parks and Recreation Zone (PR) to a site-specific 'High Density Residential Zone (R5)' to facilitate the construction of an eight (8) storey, 65-unit multiple-dwelling building. An official plan amendment to reduce required affordable housing from 30% to 0% is also sought, given the development exceeds 50 units.

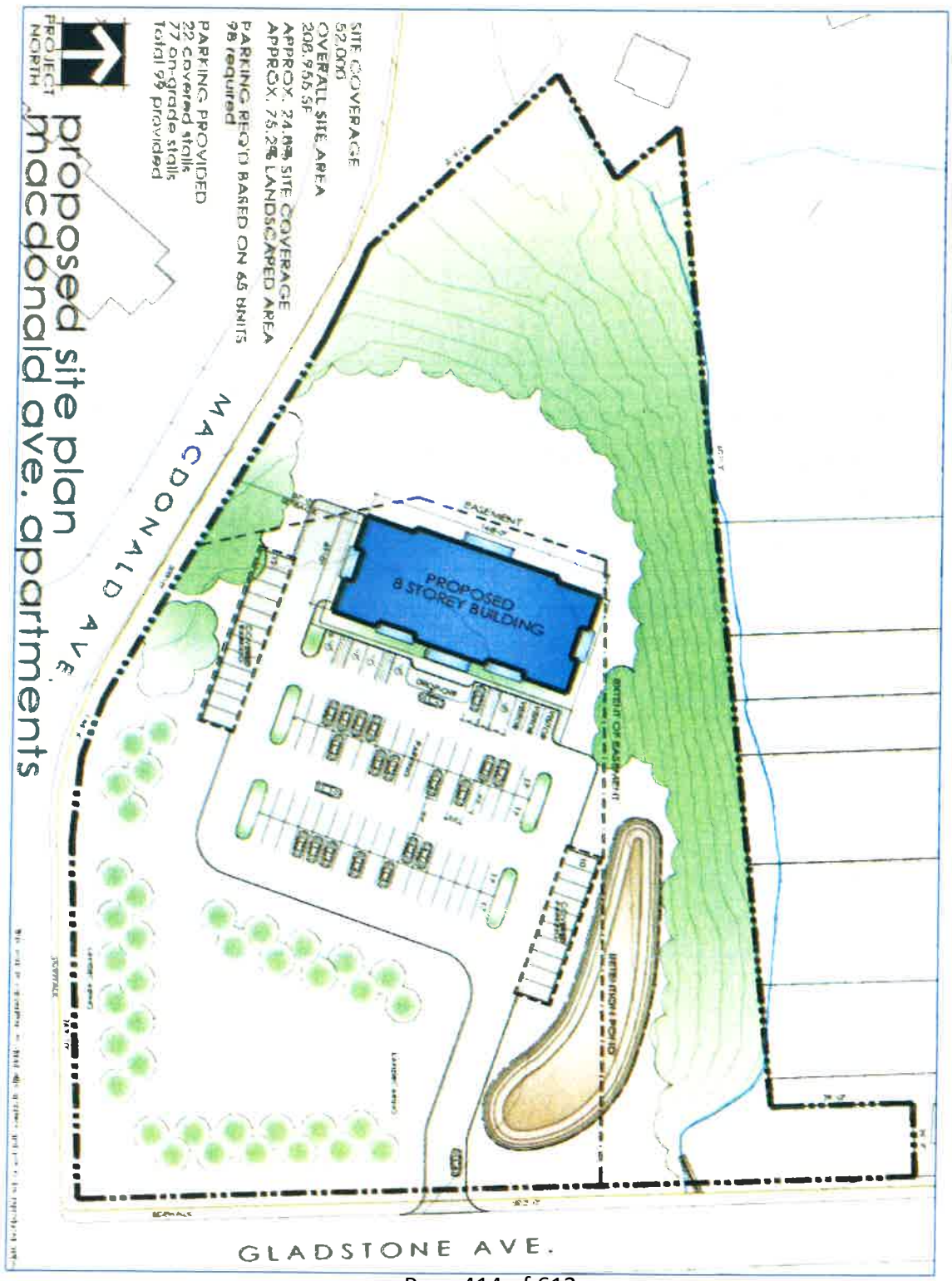
Although the proposed tenure of the building has not been confirmed, the Applicant anticipates the complex to be either entirely rental unit tenure or operate as a mixed rental and condominium unit building. The proposed apartment unit sizes would vary, providing a mix of unit sizes that address housing needs for residents of varying lifestyles/life-stages.

The site is located at the northwest corner of MacDonald Avenue and Gladstone Avenue. The preliminary site plan proposes a total of ninety-nine (99) parking spaces. Twenty-two (22) spaces will be provided in two (2) at-grade covered garages, and seventy-one (71) spaces with an additional six (6) barrier free

parking stalls provided in a surface level parking lot (*See Figure 1*). A pedestrian connection will be provided connecting the existing city sidewalk along MacDonald Avenue to the development.

Significant mature vegetation currently exists throughout the site. Where feasible, existing trees will be retained and incorporated into the site design. The natural vegetated ravine along the north and west property lines is subject to an easement and will be maintained.

Figure 1: Conceptual Site Plan



1.3 Subject Site

The subject property is located on the northwest corner of Macdonald Avenue and Gladstone Avenue and is municipally known as 22 MacDonald Avenue. The land is of an irregular shape, with approximately 154 metres (505 feet) of frontage along Gladstone Avenue and 236 metres (774 feet) of frontage along MacDonald Avenue for an approximate lot size of 1.8 hectares (4.5 acres).

The legal description of the property is as follows:

> WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553 PT LTS 1-7 BLK 21 PL 285 ST. MARY'S PT LT 8 BLK 21 PL 285 ST. MARY'S LT 1-5 BLK 22 PL 285 ST. MARY'S PT LT 12 PL 9298 ST. MARY'S, BEING PTS 1, 2 & 3 1R13427; RESERVING AN EASEMENT IN GROSS IN FAVOUR OF THE TRANSFEROR OVER PT 1 1R13427; SAULT STE. MARIE

Figure 2 illustrates the approximate boundary of the subject lands.

Figure 2: Boundary of Subject Lands



1.4 Background

The subject property was previously occupied by recreational playing fields associated with a former high-school (Collegiate Heights) and was later utilized as a city-owned snow dump. Previously, Bellex Corporation submitted an application to rezone the property from 'Parks and Recreation' to 'High Density Residential'. The application was approved by Council, subject to the following special provisions:

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

The application was later withdrawn following an appeal to the Local Planning Appeals Tribunal (LPAT) by a third party. This new application has been revised to reduce the number of permitted storeys to 8. Relief from lot coverage maximum provisions is no longer required.

1.5 Surrounding Context

The surrounding area is characterized by low and medium-density residential and institutional uses, while the subject property is bounded by the following:

- **North:** Treed ravine lands, Low density residential
- **East**: Institutional (place of worship), low-density residential and vacant lands
- **South:** Low density residential, 2-3 storey Retirement Residence
- **West:** Low density residential, treed ravine lands

The site is well served by an existing active transportation network and is located within approximately 300 metres of eight (8) public transit bus stops. Easy access to public transit enhances resident connectivity and lessens vehicle dependency. The closest stop is 95 Fauquier Avenue (Chartwell Collegiate Heights Retirement Residence) located approximately 30 metres from the proposed development.

2. PLANNING ANALYSIS

2.1 Provincial Policy Statement (2014)

The 2014 Provincial Policy Statement (PPS) provides high-level provincial policy direction for planning approval authorities in preparing municipal planning documents, and in making decisions on *Planning Act* applications. Municipal official plans must be consistent with the 2014 PPS. Policies applicable to the proposed development are outlined and discussed below.

"1.1.1 Healthy, liveable and safe communities are sustained by:

a. *promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*

b. *accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*

c. *avoiding development and land use patterns which may cause environmental or public health and safety concerns;*

d. *avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;*

e. *promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;"*

Pursuant to Section 1.1.1(b) & (e), the proposed development contributes to a range of residential uses to meet the housing needs of Sault Ste Marie in an underutilized parcel well suited for increased density, while also promoting cost-effective development patterns to minimize land consumption and servicing costs by utilizing existing road and servicing infrastructure at the property's frontage. Introducing further rental-tenure units to this area of Sault Ste. Marie encourages a range and mix of residential uses, given the surrounding residential market area is dominated by single-detached dwellings.

Subsection b) encourages the accommodation of affordable housing. The applicant has submitted an official plan amendment to reduce the requirement of Section HO.6 of the OP from 30% to 0% affordable units.

The *Shape the Sault - Housing Community Profile September 2019 Report* states that Sault Ste Marie's population is expected to increase from 73,400 residents (2016) to 83,300 residents by 2036 (increase of approximately 10,000 people over the studied 20-year horizon). The Official Plan Review's *Population Projections and Land Need's Analysis* report indicates for the year 2018, 32,968 dwelling units existed and in 2038 approximately 36,912 dwelling units will be needed in the municipality. To accommodate this increase in population, approximately 3994 new dwellings will be needed. The proposal seeks to add 65 new units to the City, which will assist in alleviating some future pressures related to an undersupply of housing.

The City's *Housing Community Profile Report* states that an indicator of housing availability is the vacancy rate, which is the percentage of all available rental units that are vacant or unoccupied. Generally, a very low vacancy rate has implications for housing affordability. In October of 2018 Sault Ste Marie's vacancy rate was 5.9%.

Considering that Sault Ste Marie has a vacancy rate of approximately 5.8%, there is more rental housing available in the community then the provincial average. Ensuring a healthy level of rental housing stock assists in mitigating higher rental rates found in municipalities with lower vacancy rates. This development further assists in maintaining a supply of rental housing in the City, and thus will assist in keeping vacancy rates higher and rents at a more affordable level. The reduction in 30% affordable to 0% will have the effect of enabling development to proceed, which will increase rental supply and assist in keeping vacancy rates higher across the municipality, thus promoting affordability across the municipality. As such, the subject official plan and zoning by-law amendments are consistent with Section 1.1.1 of the 2014 PPS.

"1.1.3.2 Land use patterns within settlement areas shall be based on:

a. *densities and a mix of land uses which:*

1. *efficiently use land and resources;*

2. *are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion,*

3. *minimize negative impacts to air quality and climate change, and promote energy efficiency; support active transportation;*

"1.1.3.6 New development taking place in designated growth areas should occur adjacent to the existing built-up area and shall have a compact form, mix of uses and densities that allow for the efficient use of land, infrastructure and public service facilities."

The proposed development is consistent with Sections 1.1.3.2 of the PPS, given the development represents a form of infill which provides for an efficient use of land, infrastructure and resources, at a density that is supportive of transit, public service facilities and the efficient use of existing municipal hard and soft-services. Currently, the subject lands are an underutilized parcel within proximity to the downtown area, service facilities, open space and recreational opportunities. Again, given existing services are available at the property's frontage and public service facilities are located in close proximity to the lands, the application to permit high-density development efficiently uses existing lands and infrastructure while accommodating new housing in a location which does not require the uneconomical extension of infrastructure.

"1.4.3 Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market area by:

c. directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;
d. promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;"

PPS Section 1.4.3 supports facilitating a range of housing forms required to meet the needs of current and future residents This is to be done through the promotion of housing densities which efficiently use existing land, infrastructure and public service resources. This development represents the introduction of an appropriate and varied mix of housing tenure to the area, which efficiently uses land and infrastructure through increased, context-sensitive density. Given such, it is the Authors opinion that the subject applications are consistent with Section 1.4.3 of the PPS.

"1.5.1 Healthy and active communities should be promoted by:

a. planning public streets, spaces and facilities to be safe, meet the needs of pedestrians, foster social interaction and facilitate active transportation and community connectivity;"

The proposed development is proximate to varying public open space/parks (i.e. Hamilton Park, Bruce Street Park, Rosedale Park and Penhorwood Park) which provide recreational opportunities for residents. The development also maintains a wooded/ravine area along the north and west boundaries of the property. Consistent with PPS section 1.5.1, the proposed 65-unit multiple-dwelling will contribute to the increased use of active transportation, such as walking and cycling, along with the use of nearby transit stops and pedestrian sidewalk infrastructure. The increase in pedestrian activity in the area enhances passive surveillance of the streetscape, leading to safer streets and further social interaction.

"1.6.6.1 Planning for sewage and water services shall:

a. direct and accommodate expected growth or development in a manner that promotes the efficient use and optimization of existing:

1. municipal sewage services and municipal water services;

..."

The proposed development will be serviced by existing municipal sewage and water services. Correspondence from the City's Engineering Department allow for matters such as servicing, grading, stormwater management and the drainage ravine on the subject property to be addressed through the site plan control process. However, given engineering staff support the principle of development by having no concerns with the rezoning application, the proposal is consistent with section 1.6.6 of the PPS as it promotes the efficient use of existing municipal servicing infrastructure.

"1.6.7.1 Transportation systems should be provided which are safe, energy efficient, facilitate the movement of people and goods, and are appropriate to address projected needs."

"1.6.7.4 A land use pattern, density and mix of uses should be promoted that minimize the length and number of vehicle trips and support current and future use of transit and active transportation."

"1.6.7.5 Transportation and land use considerations shall be integrated at all stages of the planning process."

Macdonald Avenue is classified as a 'Collector Street', which per staff comments has the capacity to accommodate relatively high traffic volumes and can support the additional traffic generated by this development. As such, this proposal is consistent with sections 1.6.7 of the PPS. The development is also consistent given convenient access the property provides to public transit and active transportation infrastructure, which encourages the use other modes of travel including walking, bicycling, and public transit.

"1.7.1 Long-term economic prosperity should be supported by:

***a**. promoting opportunities for economic development and community investment-readiness;*

c. maintaining and, where possible, enhancing the vitality and viability of downtowns and mainstreets"

Community investment readiness includes providing necessary housing options for those looking to relocate to or move within the City of Sault Ste. Marie. Section 1.7.1(c) of the PPS maintains that enhancing the viability and vitality of downtowns and main streets are important. This developments' higher-density nature and proximity to downtown will encourage increased pedestrian traffic in Sault Ste Marie's downtown area. This supports *Our Downtown-Sault Ste Marie's 2016 Downtown Strategy,* which looks to develop downtown as a 24/7 well-connected marketplace, operating as the entertainment and cultural hub of the City. As such, this application is consistent with section 1.7.1 of the PPS.

Given the above analysis, it is the Authors opinion that the proposed official plan and zoning by-law amendments are consistent with the 2014 Provincial Policy Statement.

2.2 Growth Plan for Northern Ontario (2011)

The Growth Plan for Northern Ontario (GPNO) is a 25-year plan that provides guidance in aligning provincial decisions and investment in Northern Ontario. The GPNO speaks to providing a range of housing options and the efficient use of existing infrastructure.

"3.4.3 *Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services".*

"5.2.4 *Infrastructure planning and investments will contribute to a culture of conservation by, wherever feasible, utilizing approaches and technologies that reduce energy and water use, increase efficiencies, and promote intensification and brownfield site redevelopment".*

As discussed previously, this subject development assists in diversifying the existing mix of housing types given the area surrounding the property is predominantly single-detached dwellings and promotes intensification and efficient use of infrastructure by increasing density of housing on a property currently serviced by municipal infrastructure. As such, the proposal conforms to and does not conflict with the GPNO.

2.3 Sault Ste Marie Official Plan (1996)

Sault Ste Marie's Official Plan guides and directs the physical change and development of the community and its related effects on the social, economic and natural environment. The subject property is designated 'Residential' on *Land Use Schedule 'C'* of the *City of Sault Ste Marie Official Plan*. The application has been reviewed for conformity with the City's Official Plan.

Section 2.1 of the Official Plan, deals with urban design elements:

"D.3 *The maintenance and/or reinforcement of all-natural features such as river and creek valleys, ravines, wooded areas, parkland and heritage landscapes located within or next to development sites shall be encouraged".*

"D.5 *The "Urban Forest" concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development".*

"D.9 *Pedestrian and cycling access to parks, bus stops and schools shall be encouraged".*

Policy 2.1(D.3 & D.5) of the Official Plan (OP) highlights the importance of maintaining natural features within the urban area. The development proposal maintains the existing natural features on the property by remaining outside of the wooded areas and ravine to the north/west on the subject lands. This ravine provides a 30-60 metre vegetated buffer between the proposed developed area and surrounding property lot lines, which has been shown to act as a natural visual buffer between the proposed development and nearby residential homes through a site-line analysis completed by TULLOCH Engineering.

Policy 2.1(D.9) encourages both pedestrian and cycling access to parks, bus stops and schools, while section LR.1 encourages promotion of recreation and leisure to enhance the health and quality of life of Sault. Ste. Marie citizens. This development is located within proximity to many local parks, transit stops and schools, including:

- *Hamilton Park (400 metres)*
- *Bruce Street Park (300 metres)*
- *Rosedale Park (1100 metres)*
- *Penhorwood Park (1100 metres)*
- *St. Basil Catholic Elementary School (750 metres)*
- *Huron-Superior Catholic District School (900 metres)*
- *FH Clergue Public School (1145 metres)*
- *Riverview Public School (1900 metres)*
- *Northern Heights Public School (1600 metres)*

The developments proximity to these amenities shows the site is appropriate for higher-density residential uses as it provides convenient access to public services and recreational amenities, which conforms to the intent of section 2.1(D.9) and LR.1 of the OP.

Section 2.3 of the Official Plan deals with matters related to land use compatibility.

"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. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core."*

The current neighborhood is predominately single-family residences. Thus, the neighbourhood lacks the mixture of housing types such as rental and condominium sought through Section 2.3.1(R.1) of the Official

Plan. The subject proposal assists in providing more rental housing for both the surrounding community and the municipality. Per Section 2.3.1 (R.2), high-density developments should be integrated and compatible in density, height and building setbacks with low density development. The proposed development is in close proximity to the downtown area and although the subject property is not on a major arterial street, MacDonald Avenue is a major traffic/transportation corridor in the City.

The applicant also commissioned a sightline assessment of the development on nearby land uses, which concludes that the proposed development will not visually impact abutting residences. Given the proposed setback are greater than required and the site-line analysis' assumption of a 10-metre-tall tree canopy, it was the consultant's opinion that the top of the proposed building would not be visible to the properties to the north of the subject lands. We further understand City staff have no concerns with the development from a traffic perspective. As such, it is the Authors opinion that the proposed rezoning represents a compatible use with the surrounding neighbourhood context, while the future site plan control process can be used to address any minor issues regarding compatibility.

Section 2.5 of the Official Plan relates to housing within the municipality. Relevant policies include:

"HO.1 *Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community".*

"HO.6 *For all urban residential developments greater than 50 units, the developer shall be required to provide a statement of affordability ensuring that opportunities for creating a range of housing types are provided so that no less than 30% of the new dwellings are affordable. Wherever feasible 50% of all affordable housing provided shall be affordable to low income households as defined by the Ministry of Municipal Affairs and Housing."*

"HO.8 *Housing affordability levels (both new and resale) and projected housing types shall be monitored semi-annually."*

The proposed development contributes to a range of residential uses to meet the present and future housing needs of Sault Ste Marie, while also encouraging a range and mix of housing types given the surrounding area is dominated by freehold single-detached dwellings. As such, the development meets the intentions of OP policy 2.5(H0.1).

Further to the prior discussion of section 1.1.1(b) of the PPS, the introduction of further rental-tenure units will assist in alleviating some future pressure related to undersupply of housing in the City. The City's *Housing Community Profile Report* does state that an indicator of housing availability is the City-wide vacancy rate. In October 2018 Sault Ste Marie's vacancy rate was 5.9%, which is higher than the provincial average. Given policy HO.8 encourages the monitoring of affordability levels, it is appropriate to consider whether the 30% requirement is appropriate in the context of today given existing market conditions. Given the Sault's vacancy rate is currently 'high', the requirement for 30% of units to be affordable is not appropriate as this requirement would put the proposed development at-risk of being unfeasible. If such 30% precludes the development from proceeding, the density of development (i.e. number of units) would be reduced to avoid the need for 30% affordable, and thus the development/use of the property would be less in-keeping with 1.1.3.2(a) of the PPS which encourages efficient use of land and resources through increased density and infill development.

Given the above, the subject official plan and zoning by-law amendments are consistent with the 2014 PPS and conform to the related intent of the Official Plan with regard to encouraging affordability.

"TR7 Parking

1. Where large areas of surface parking are required, they will be designed to:

a) Avoid one extensive parking area and instead have several smaller-sized parking areas defined by circulation patterns, significant landscaping, pedestrian amenities, lighting and other elements;

2. For all new development and redevelopment, accessibility parking will be provided in accordance with the requirements of the City of Sault Ste. Marie's Comprehensive Zoning By-law".

As previously discussed the Applicant proposes a total of 99 parking spaces. 22 spaces would be provided in two at-grade covered garages, and 71 spaces with an additional 6 barrier free spaces provided in a surface level parking lot. Per OP policy 2.4(TR.7)(1)(a), the proposal intends to breakup the feeling of a large parking lot by offering a variety of parking options for residents. Doing so assists in avoiding one extensive parking area and provides enclosed parking options favourable in winter cities. The parking lot will be designed to allow for appropriate circulation of personal and emergency vehicles, and will include appropriate landscaping, pedestrian amenities, and lighting.

"HE.7 All development applications shall be reviewed for their impact on existing heritage resources".

In reviewing the City of Sault Ste Marie's Municipal Heritage Register, no designated heritage properties exist within 500m of the subject lands. Additionally, *Shape the Sault* identified five (5) locally significant heritage neighbourhood areas that the City intended to propose for heritage preservation. These locally significant heritage neighbourhoods included:

- Downtown Queen
- Monterey Gardens
- Pim Hill
- Lower Pim
- S.L.U.M (Simpson, Leo, Upton, McGregor)

The subject property is not located within any of the identified heritage character areas. Given there will be no impact to identified heritage resources, the application is consistent with the above official plan policy.

2.4 SAULT STE MARIE Zoning By-Law, 2005-150

2.4.6 Existing Zoning

The current subject lands are currently zoned 'Parks and Recreation Zone (PR)' per the Sault Ste Marie 2005-150 By-Law. This zone regulates a variety of active and passive forms of outdoor recreation. While the primary intent of the zone is to provide open space, limited buildings and structures are permitted as accessory uses in the zone. Given the uses permitted by the existing zone, a zoning by-law amendment is required to permit an eight-storey residential development.

2.4.7 Proposed Zoning

The rezoning application proposes to rezone the subject lands to R5 (High Density Residential zone) in order to accommodate an eight-storey apartment development. Apartment Building uses are permitted within the R5 zone.

The subject property meets the frontage and area requirements of the by-law for an R5 zone, and the development does not require any additional site-specific relief from R5 zone provisions, including lot coverage. All structures will meet the minimum setback requirements of the R5 zone. Section 5.7 provides parking requirements for an apartment dwelling use. As previously discussed, the proposal intends to provide 99 parking spaces, which exceeds the by-laws minimum parking requirement of 98 spaces for a development of this size.

3. SUMMARY & CONCLUSION

The proposed development has been designed to be respective of and compatible with adjacent low and medium-density developments through context-sensitive development layout, the use of setbacks, and retention of existing natural vegetative buffers. The proposal considers a range of urban design elements including the provision of additional landscaping, providing setbacks in excess of by-law minimums and maintaining natural heritage features on the property. Further, the development is located directly adjacent to public transit, provides easy access to the municipal road network, and efficiently uses existing public services and infrastructure. The development provides a broader range and mix of housing choice within the municipality, and is in a neighborhood close to amenities, public services, employment areas and Sault Ste. Marie's downtown. The development also represents appropriate intensification on existing municipal services.

Given the analysis contained herein, it is the authors opinion that the subject official plan and zoning by-law amendments are consistent with the 2014 PPS, conform with the intent of Sault Ste Marie's Official Plan, and represent Good Planning.

Respectfully submitted,



Kevin J. Jarus, M.Pl., MCIP, RPP
Senior Planner | Project Managers

Appendix 3

Preliminary Servicing Study

TULLOCH
ENGINEERING

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December 1, 2019
19-1108

Bellex Corp.
229 Great Northern Rd,
Sault Ste. Marie, ON
P6B 4Z2

Attention: **Mr. Joe Ruscio**

Re: **Preliminary Servicing Study**
22 MacDonald Ave. Sault Ste. Marie

Dear Sir,

Further to our servicing report of February 22, 2019, we are of the understanding the building size and occupancy load has been reduced from 88 units to 65 units. Accordingly, this would reduce the demand placed on city services, i.e. generated sewage flows and domestic water consumption. Therefore, as the original servicing study concluded there was sufficient capacity within the existing services based on 90 units, sufficient capacity is available to support the construction of 65 units. Similarly, adequate fire flow protection is available for the smaller building, albeit the fire flow demand does not change.

The smaller development footprint (i.e. parking area) would reduce the volume and storage quantity required for stormwater management. Storm water management would still be required based on City policy. Post development flows would be required to be managed to predevelopment levels and water quality objectives set by the Sault Ste. Marie Region Conservation authority would still have to be met. Standard storm water management techniques would remain suitable to meet these requirements.

We trust that the above supplemental information be found to be complete and adequate for your consideration. Should further elaboration be required for any portion of this project, TULLOCH would be pleased to provide assistance.

Sincerely,
TULLOCH Engineering Inc.

John McDoanld, P.Eng.
Project Manager

/jm

TULLOCH
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February 22, 2019
19-1108

Bellex Corp.
229 Great Northern Rd,
Sault Ste. Marie, ON
P6B 4Z2

Attention: **Mr. Joe Ruscio**

Re: **Preliminary Servicing Study**
MacDonald Ave. Apartment Building Development
22 MacDonald Avenue, Sault Ste. Marie, Ontario

Dear Mr. Ruscio

Please find enclosed TULLOCH's Report entitled "Preliminary Servicing Study – MacDonald Avenue Apartment Building Development, Sault Ste. Marie, Ontario".

Should you have questions, concerns or wish to discuss, please contact the undersigned at your convenience.

Sincerely,
TULLOCH Engineering Inc.

John McDonald, P.Eng.
Project Manager

Encl.

TULLOCH ENGINEERING

PRELIMINARY SERVICING STUDY

BELLEX CORPORATION

MacDonald Ave Apartment Building Development

22 MacDonald Avenue, Sault Ste. Marie, ON





February 2019

TULLOCH Project #: 19-1108

Distribution List

# of Hard Copies	PDF Required	Association / Company Name
1	1	TULLOCH Engineering (file)
3	1	Bellex Corporation

Revision Log

Revision #	Revised By	Date	Issue / Revision Description
0	RD	2019-02-22	Issued for Re-Zoning Application

TULLOCH Signatures

Prepared By: R Dagenais — 2019/02/22

Ryan Dagenais — Date



Reviewed By:

John McDonald, P.Eng. — Date

Project Manager

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1. INTRODUCTION

1.1 General

TULLOCH Engineering Inc. (TULLOCH) has been retained by Bellex Corporation to complete a preliminary servicing study for the proposed Apartment Building Development located at 22 MacDonald Avenue in the City of Sault Ste. Marie, Ontario.

The proposed site has a total area of approximately 2.0 hectares. The site is presently vacant, generally comprised of gravel, grassy areas, trees and bushes. To our understanding the developer is proposing to develop the property into an apartment building with applicable exterior parking and amenities. A sketch of the existing conditions can be viewed in Appendix A. The proposed preliminary site plan can be found in Appendix B. The total footprint of the proposed apartment building and parking garages is approximately 21,103 ft2 (1,960.5 m2). The building is estimated at this time to have 11 floors containing approximately 88 residential units and common areas.

1.2 Objectives

The primary objective of this study is to review the municipal services in the area required to support the proposed development and re-zoning of the property. The components associated with this study are as follows;

1) Sanitary Sewers

   a. Objective: To investigate the downstream capacity of the existing municipal sanitary sewer system to determine if there is adequate capacity for flows generated by the proposed development on the property.

2) Storm Drainage and Stormwater Management

   a. Objective: To provide preliminary analysis and sizing for the proposed stormwater management area to accommodate the proposed residential development and to suitably demonstrate that the site can be developed in a way to ensure that no negative impacts to downstream properties.

3) Water Supply

a. Objective: To investigate the capacity of the existing municipal water distribution system to support the supply demands of the development and to provide preliminary analysis for new domestic water servicing and fire protection.

4) Electrical

a. Objective: To investigate the available supply of primary electrical services to accommodate the proposed development.

2. SANITARY SEWERS

2.1 Proposed Sanitary Sewer Service

Existing City drawings indicate that there is a 250 mm diameter sanitary sewer within the Fauquier Avenue roadway. The site is not currently serviced with sanitary sewer laterals.

We recommend sanitary sewage generated on the subject site drain to a proposed pump station via a sanitary sewer with a minimum diameter and slope of 200 mm at 0.5%. The pump station would collect and discharge sewage from the site. The proposed force main would discharge to the dead-end sanitary manhole on Fauquier Avenue near its intersection with MacDonald Ave.

Based on the preliminary Site Plan, projected uses and population of the building, TULLOCH has estimated the total peak sanitary sewage generation including infiltration allowances from the site to be in the order of 8.0 L/s. A sketch of the proposed sanitary servicing can be found in Appendix B.

2.2 Downstream Sewer Capacity

TULLOCH has completed a downstream sanitary sewer system analysis for the proposed development. We concluded that the downstream sewage network has adequate capacity to support the proposed apartment building development. TULLOCH recommends that sanitary sewer flows should be directed to Fauquier Avenue. Refer to Appendix E for TULLOCH's memo report titled "Pim Street Sanitary Drainage Area Design Brief".

3. STORM DRAINAGE AND STORMWATER MANAGEMENT

3.1 Existing Conditions

The entire property is characterized with the existing drainage conditions within the undeveloped property. Drawing SK1 in Appendix A depicts the topographic mapping and existing conditions of the predeveloped site.

The predeveloped property has an area of approximately 2.0 hectares consisting of mostly grassy areas with some gravel, trees and bushes. Topographic elevations indicate that storm water runoff from this area flows towards the ravine along the north and northeast property line, which then drains westerly. The existing conditions also suggest that this property is pervious to infiltration. A sketch of the Existing Site Conditions can be found in Appendix A.

In accordance with City of Sault Ste. Marie Storm Water Management Guidelines, an AES Type II, 1 Hr. storm distribution was used to develop 2, 5, 10, 25, 50 and 100-year runoff hydrographs using the Nash method.

Based on our site observations and geotechnical records on file, the recommended pre-developed hydrological design criteria are as follows;

Parameter	Value
DT (min)	5
Area (ha)	2.001
DWF (m^3/s)	0
CN	74
IA (mm)	8.92
N	3.0
TP (hr)	0.169

- NRCS Hydrological Soil Group = C; The site is generally overlain with a relatively thin layer of sand and gravel or organics with a silty/clay substratum on top of sandstone bedrock at approximately 17m +/- below grade.

- SCS Runoff Curve Number based on an antecedent moisture condition – II (average).

3.2 Proposed Stormwater Management

The City of Sault Ste. Marie Stormwater Management Guidelines and the Ontario Ministry of the Environment, Conservation and Parks (M.O.E.C.P.), Storm Water Management Guidelines were consulted with respect to the stormwater management requirements for the site. Accordingly, the City requires both quantity and quality control. Therefore, post-development peak flows cannot exceed pre-development peak flows leaving the site for storm events up to and including the 100-year storm event. Runoff quality will be required to meet a normal level of protection, 70% removal of total suspended solids as directed by the Sault Ste. Marie Region Conservation Authority.

Post-development input parameters used for the standard hydrograph method to compute the runoff from AES Type II, 1-Hr storm events with return periods of 2, 5, 10, 25, 50 and 100-year are as follows.

Parameter	Value
DT (min)	5
Area (ha)	2.001
TIMP	0.376
XIMP	0.278
DWF (m^3/s)	0
CN	83.03
IA (mm)	8.92
SLPP (%)	4.21
LGP (m)	243.5
MNP	0.25
SCP (hr)	0.0
DPSI (mm)	1.0
SLPI (%)	1.0
LGI (m)	115.5
MNI	0.013
SCI (hr)	0.0

The proposed (preliminary for study purposes) post development stormwater drainage plan consists of one distinct catchment area. Refer to drawing SK2, Appendix B. The conceptual plan is to capture and convey runoff from impervious surfaces to a storm water retention pond. For analysis purposes, a dry pond was utilized to temporarily store excess runoff from the site. Flow attenuation is achieved through a series of orifices of varying sizes at various heights.

Storm water management within the drainage area of 2.0 hectares is proposed to discharge into the ravine on the north side of the property and then further flow into the 1600mm diameter storm

sewer on the switch back of lower MacDonald Avenue. Preliminary calculations indicate that in order to achieve City of Sault Ste. Marie requirements, a minimum storage volume of approximately 255 cu.m will be required to limit post-development flows for a 100-year design storm.

For preliminary sizing of the pond, we have determined that a pond with a base area of 200 sq.m, 1 m deep, 4:1 side slopes and a length to width ratio 12.5:1 can easily be accommodated on the site, adjacent to the ravine. For analysis purposes a 100 mm diameter orifice at the base and a 275 mm diameter orifice at 0.4 m from the base adequately attenuates peak post-development flows to predevelopment maximums. We are therefore confident sufficient green space is available to support the construction of a dry pond meeting City of Sault Ste. Marie and M.O.E.C.P. guidelines. Runoff hydrographs depicting pre, post and attenuated peak flows are provided in Appendix C.

Achieving water quality objectives within the proposed area can be met utilizing Oil/Grit (Stormceptor) separators (OGS) or other similar systems. It is our preference to locate the OGS downstream of the orifice control structure due to reduce TSS loadings entering the OGS.

A spillway will be constructed from the OGS to the bottom of the ravine within the currently cleared area adjacent to Gladstone Ave. The City of Sault Ste. Marie's Public Works Department will be consulted in the design phase to determine a mutually advantageous way of access to the bottom of the ravine for maintenance of the outlet of the storm sewer crossing Gladstone Avenue, maintenance of the spillway and maintenance of the watercourse channel at the base of the ravine.

4. WATER SUPPLY

4.1 Existing Conditions

In general, the water supply system in the area surrounding the site is robust with an abundance of capacity. An existing 200 mm diameter ductile iron watermain runs north-south along the west side of Gladstone Avenue generally under the western curb. An existing 200 mm diameter ductile iron watermain runs east-west along the south side of MacDonald Avenue. Based on the break history of these watermain pipes, we expect the pipes to be in good to fair condition. Due to its

proximity to the building, the 200 mm diameter pipe on MacDonald Avenue is preferred for watermain servicing for this development. Drawing SK3 in Appendix A shows existing conditions of the water distribution system in the surrounding area.

Existing flow test results of the distribution system indicate that the watermain network in the area has adequate flow available to provide fire protection for the development. Existing flow tests indicate approximately 128 L/s to 150 L/s is available on MacDonald Avenue near the point of proposed connection to the system at residual pressure of 140 kPa.

Refer to Appendix D for existing flow test results in the area. Note that the Pim Street watermain valve was closed for the water flow test completed by TULLOCH on May 5, 2017.

4.2 Proposed Water Servicing

Section A-3.2.5.7 of the 2012 Ontario Building Code indicates that 150 L/s is adequate for any size building development, however as the building will be sprinklered and designed in accordance with 13 "Installation of Sprinkler Systems", the supply requirements will be much less including accounting for hose stream allowances. Accordingly, the 1999 National Fire Underwriters Survey (NFUS), "Water Supply for Public Fire Protection" method of calculating required fire flow allowances was used, and determined to be 50 L/s. Therefore, existing water flows are more than sufficient. Refer to Appendix D for the fire flow calculations.

The proposed water servicing for the property is anticipated to require a 200 mm diameter service to the site from MacDonald Avenue.

5. ELECTRICAL

5.1 Existing Conditions

The City of Sault Ste. Marie PUC was contacted with respect to existing electrical infrastructure within the subject area. Existing PUC primary service includes 7.2 kV/12.47 kV solid ground wye electrical service in the area. Existing PUC secondary service includes 600 V.

5.2 Proposed Electrical Servicing

Based on projects of similar nature, we expect a demand not exceeding 750 kV will be required to service the building and site, and we are confident that there are sufficient amounts of power available on both MacDonald Avenue and/or Gladstone Avenue to service the proposed development.

It is the preference of PUC Services Inc. that a single transformer service the development. Based on projects of similar scale and nature, we would expect the transformer servicing the proposed apartment building to be approximately rated for 750 kVA. Detailed design will determine the actual size of the transformer.

6. REPORT LIMITATIONS AND GUIDELINES FOR USE

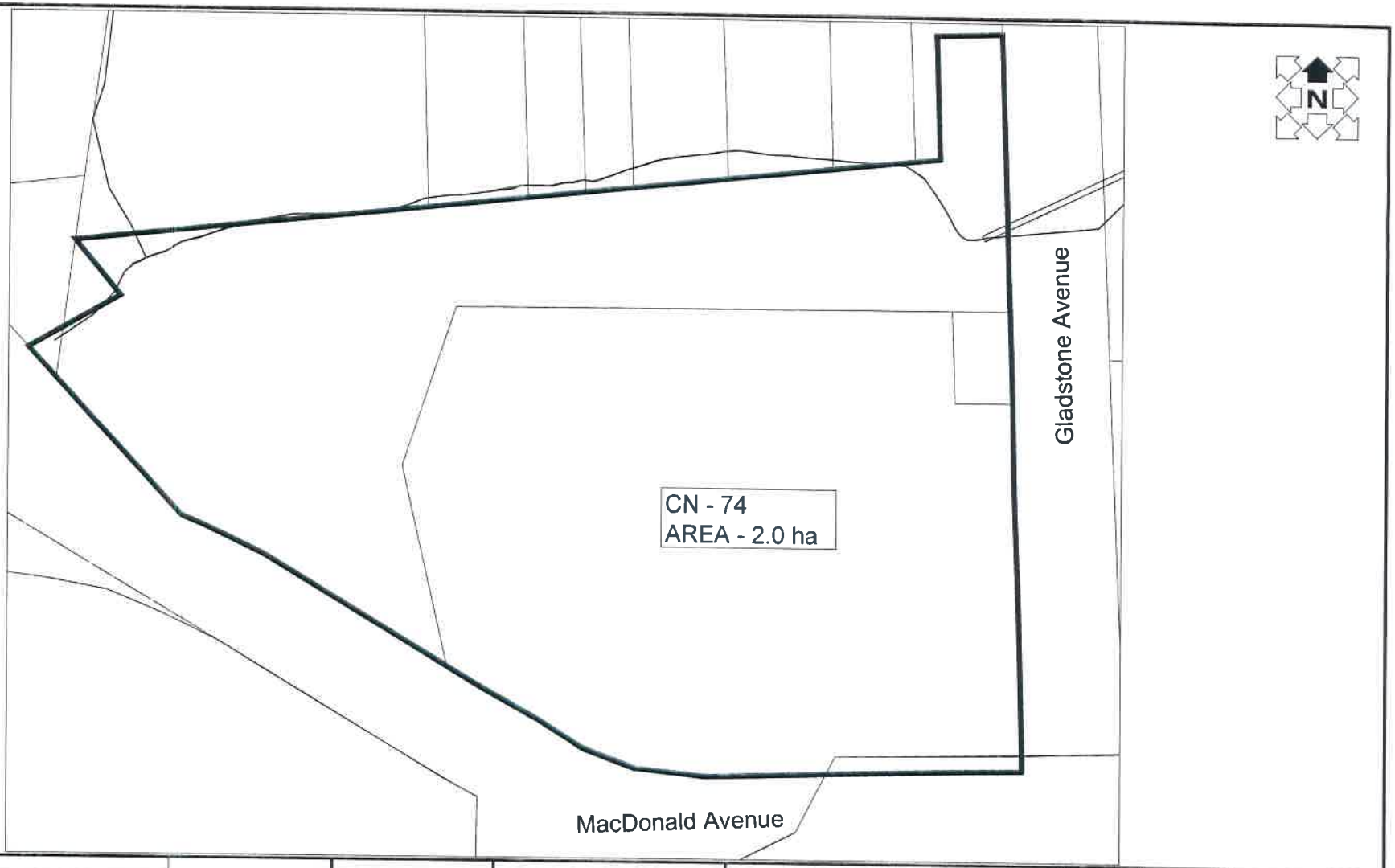
We have prepared this Report for the exclusive use of our client, Bellex Corporation for application to the City of Sault Ste. Marie for rezoning purposes. The report is only applicable to the project scope provided and described herein. Any change to the project requires a review by TULLOCH Engineering.

7. CLOSURE

We trust that the information and recommendations in this report will be found to be complete and adequate in support of the proposed development. Should further elaboration be required for any portion of this project, we would be pleased to provide assistance.

APPENDIX A

Sketch of Existing Conditions



No	DATE	BY	ISSUES / REVISIONS
0	FEB 19, 2019	JVM	ISSUED FOR REPORT

TULLOCH ENGINEERING

DRAWING: PRE-DEVELOPMENT EXISTING CONDITIONS

PROJECT: **22 MACDONALD AVE APARTMENT DEVELOPMENT SAULT STE MARIE, ON**

DRAWN BY	CHECKED BY	PROJECT No
KAG	RKD	19-1108
DESIGNED BY	APPROVED BY	DRAWING No / REVISION No
RKD	JVM	SK1 / 0
SCALE	DATE	
1:20	FEB 22, 2019	

K:\2019\Engineering\19-1108 - Belko Corp - 22 MacDonald Ave. Appartments\dwg\FIGURE - JMT 02.22.2019.dwg



N

LEGEND

- EXISTING WATERMAINS
- PROPERTY LINE
- ROAD EDGE
- PRESSURE ZONE BOUNDRY
- 100 WATERMAIN DIAMETER
- Oxford ROAD NAMES
- WATER VALVE
- HYDRANT

① SEE FLOW TEST RESULTS COMPLETED FOR COLLEGIATE HEIGHTS SPRINKLER SYSTEM
STATIC : 90psi
RESIDUAL : 79 psi
FLOW :890 gpm
~150 L/s CAPACITY @140 kpa

② SEE FLOW TEST RESULTS COMPLETED BY TULLOCH ENGINEERING
STATIC: 91psi
RESIDUAL : 60psi
FLOW : 1303gpm
~128 L/s CAPACITY @140 kpa

* PIM STREET VALVE CLOSED DURING TEST

No	DATE	BY	ISSUES / REVISIONS
0	FEB 19, 2019	JVM	ISSUED FOR REPORT

TULLOCH ENGINEERING

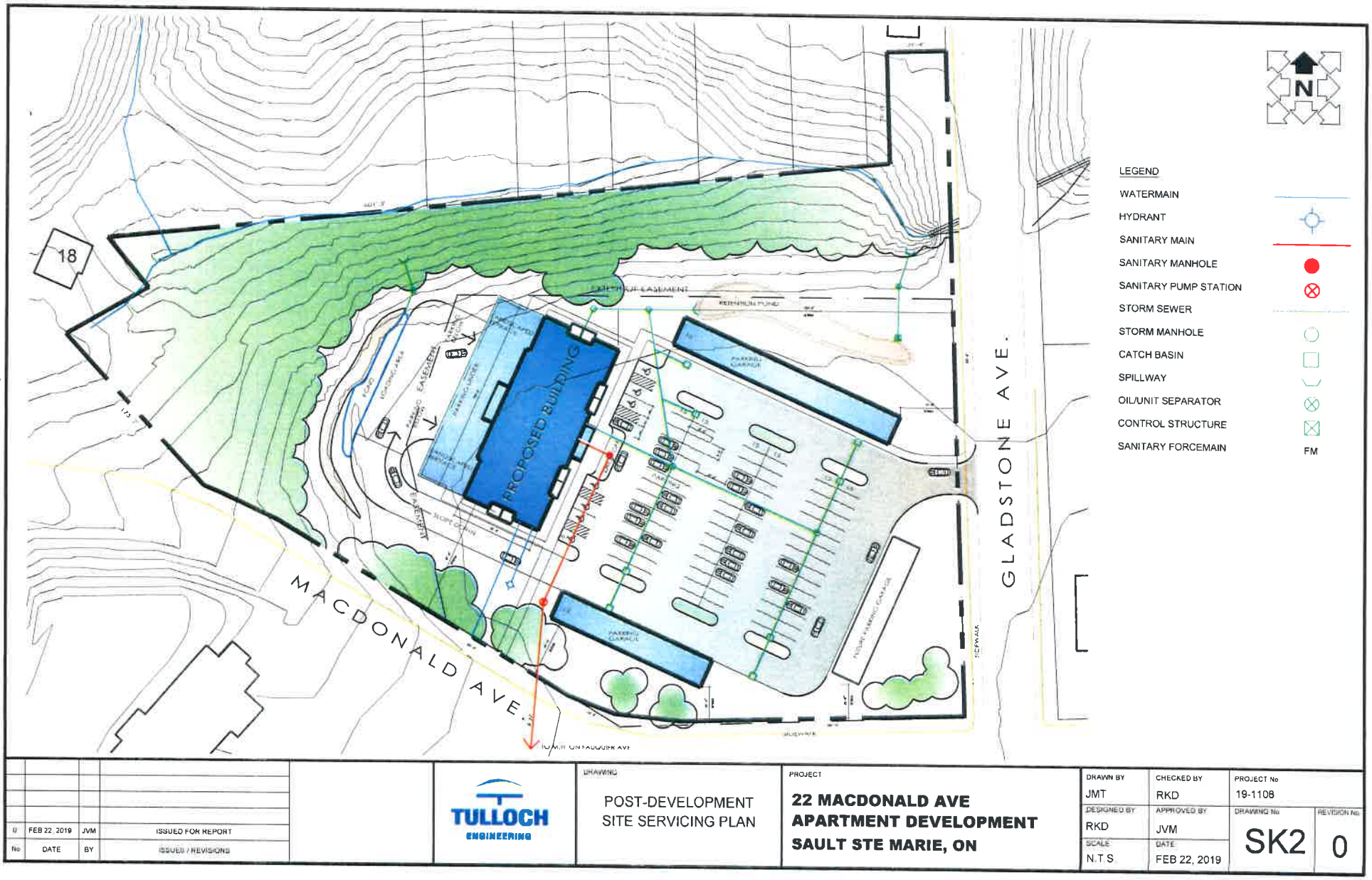
DRAWING: WATER DISTRIBUTION SYSTEM SKETCH

PROJECT: **22 MACDONALD AVE APARTMENT DEVELOPMENT SAULT STE MARIE, ON**

DRAWN BY	CHECKED BY:	PROJECT No
KAG	JVM	19-1108
DESIGNED BY	APPROVED BY	DRAWING No / REVISION No.
JVM	JVM	SK3 / 0
SCALE	DATE	
1:100	FEB 22, 2019	

APPENDIX B

Sketch of Proposed Services



No	DATE	BY	ISSUED / REVISIONS
0	FEB 22, 2019	JVM	ISSUED FOR REPORT

TULLOCH ENGINEERING

DRAWING: POST-DEVELOPMENT SITE SERVICING PLAN

PROJECT: **22 MACDONALD AVE APARTMENT DEVELOPMENT SAULT STE MARIE, ON**

DRAWN BY	CHECKED BY	PROJECT No
JMT	RKD	19-1108
DESIGNED BY	APPROVED BY	DRAWING No / REVISION No
RKD	JVM	SK2 / 0
SCALE	DATE	
N.T.S.	FEB 22, 2019	

K:\2019\Engineering\19-1108 - Bellon Corp. - 22 MacDonald Ave. Apartments\dwg\19-1108 - Site Servicing Plan - 2 no. - Jeff - Aug 22 02 2019.dwg

APPENDIX C

Visual OttHymo Stormwater Results

APPENDIX C – VISUAL OTTHYMO RESULTS

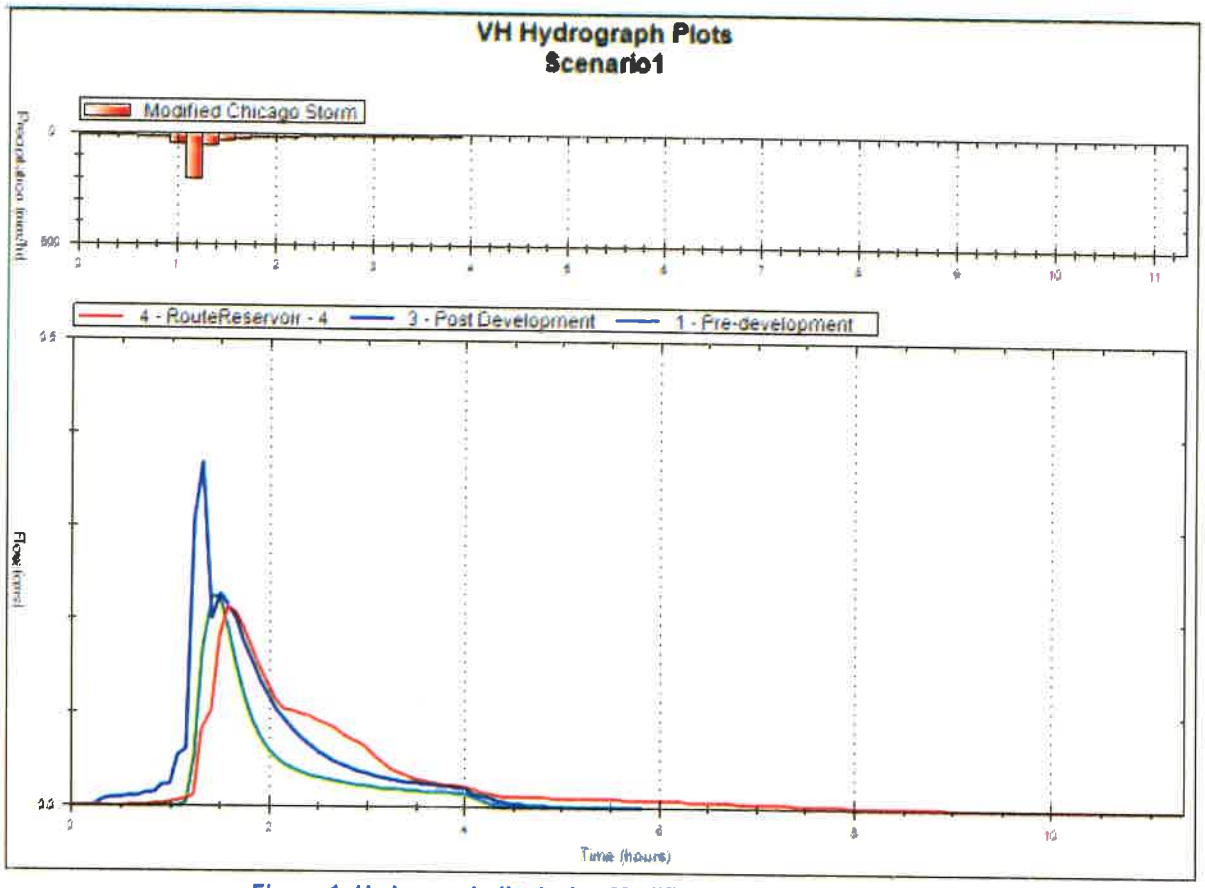


Figure 1: Hydrograph displaying Modified Chicago Storm Flows

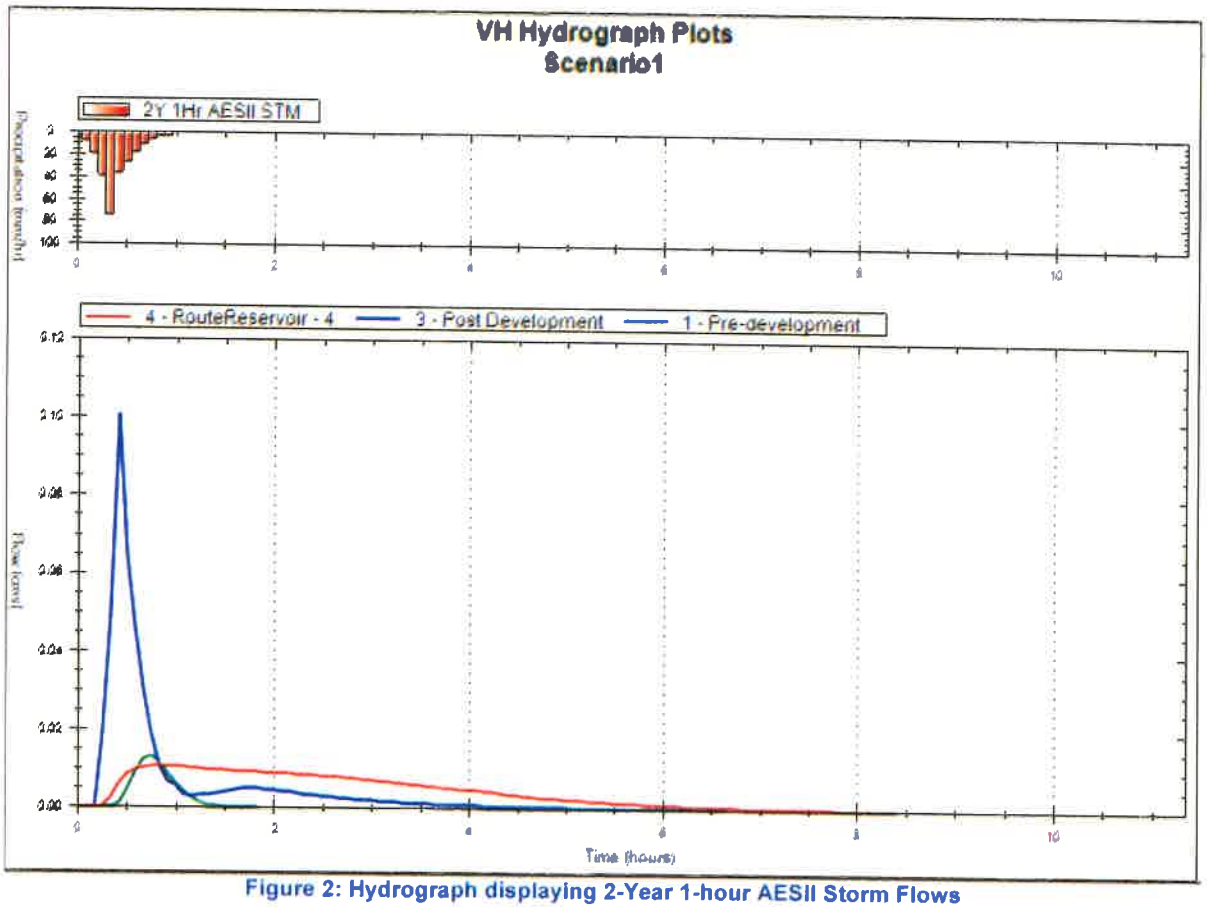


Figure 2: Hydrograph displaying 2-Year 1-hour AESII Storm Flows

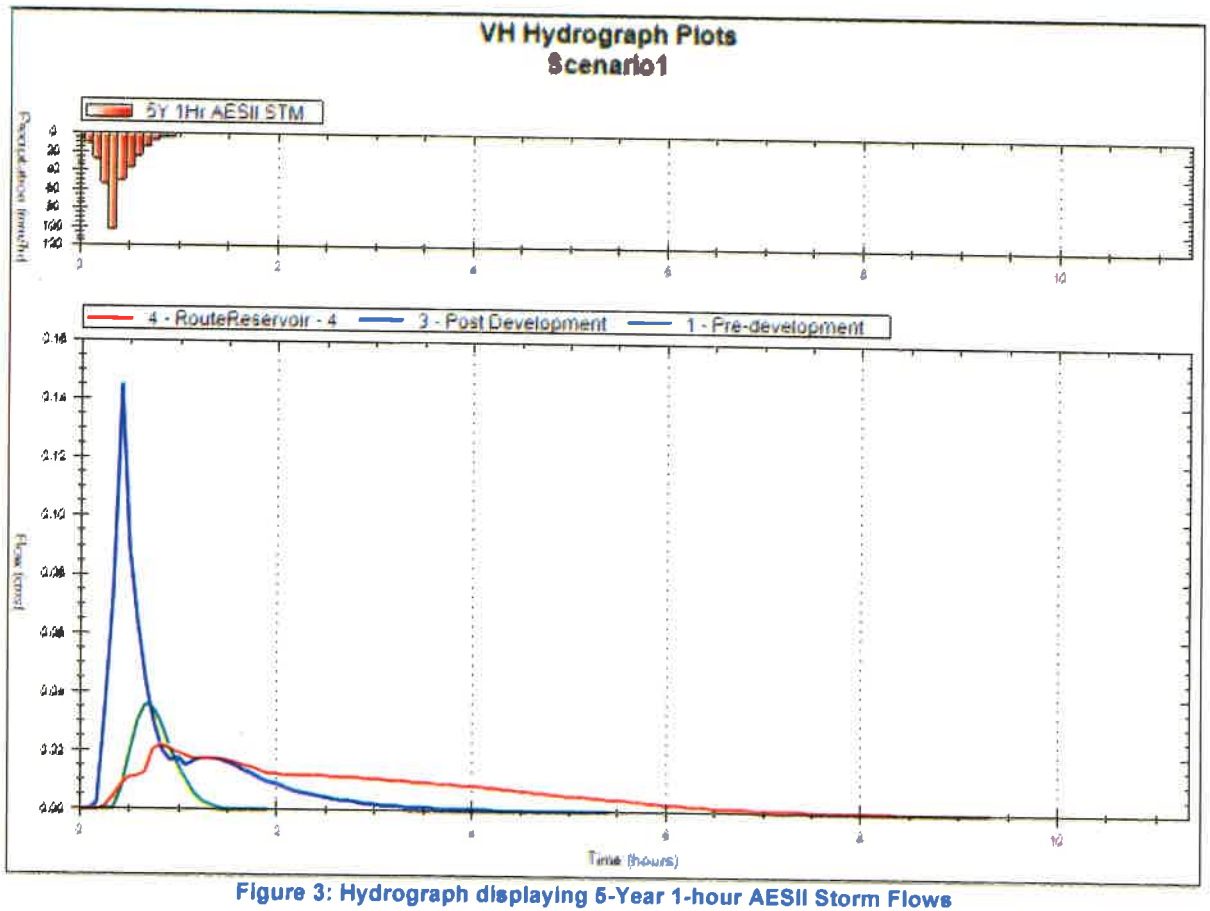


Figure 3: Hydrograph displaying 5-Year 1-hour AESII Storm Flows

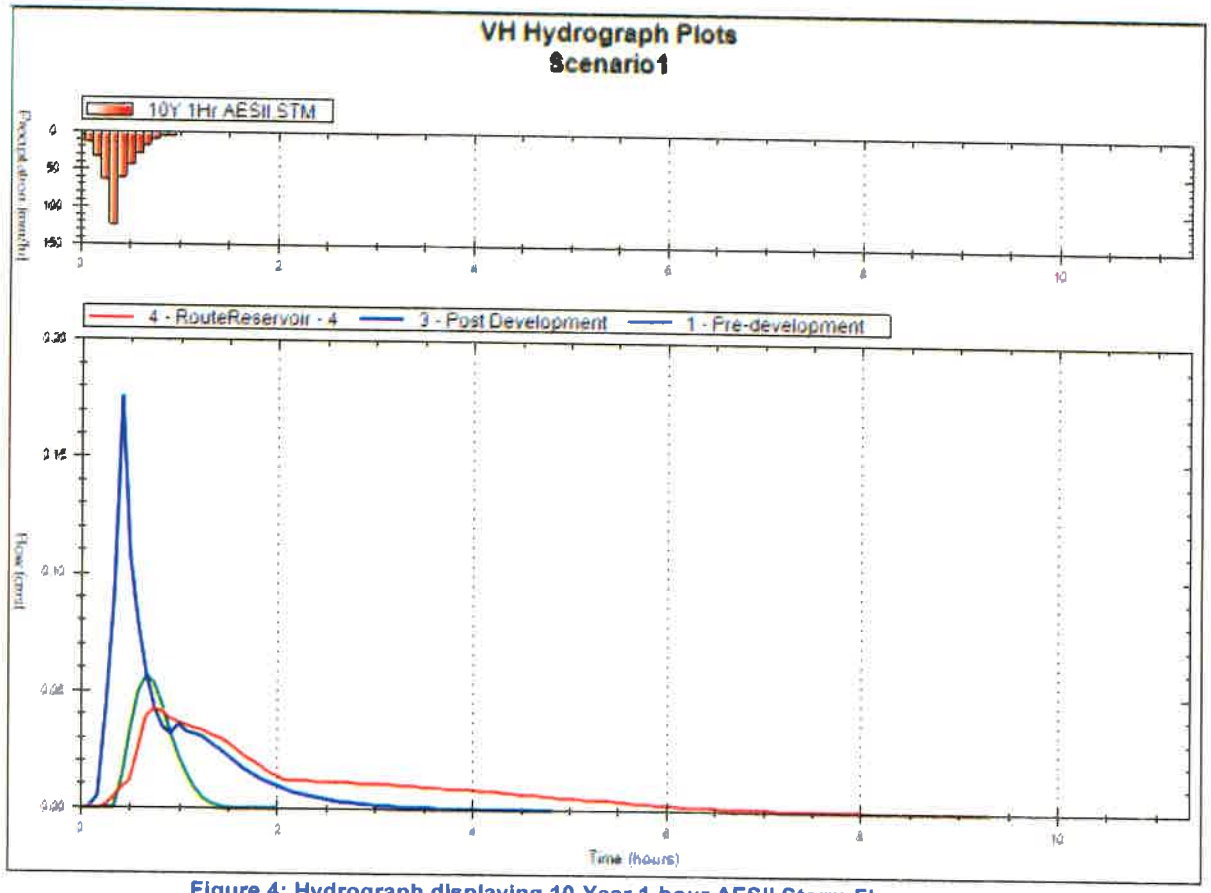


Figure 4: Hydrograph displaying 10-Year 1-hour AESII Storm Flows

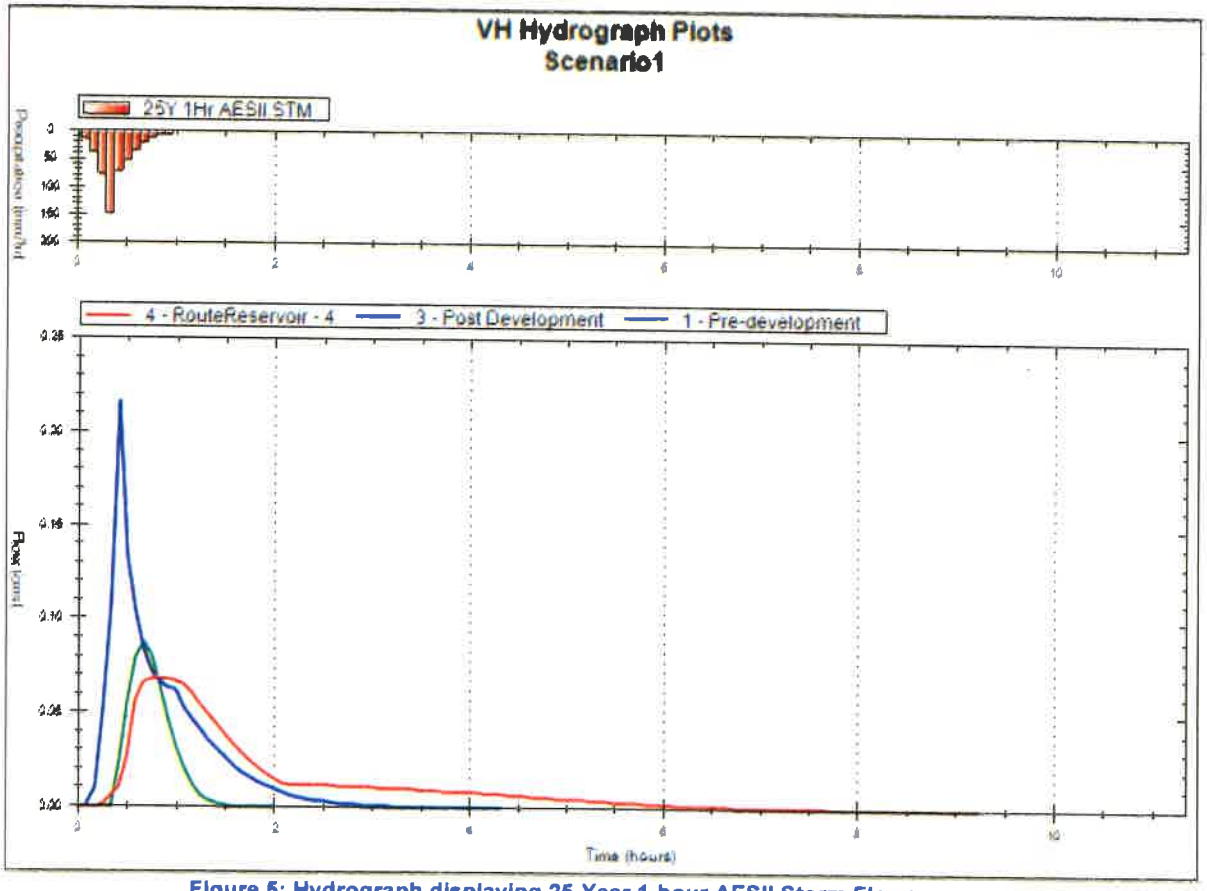


Figure 5: Hydrograph displaying 25-Year 1-hour AESII Storm Flows

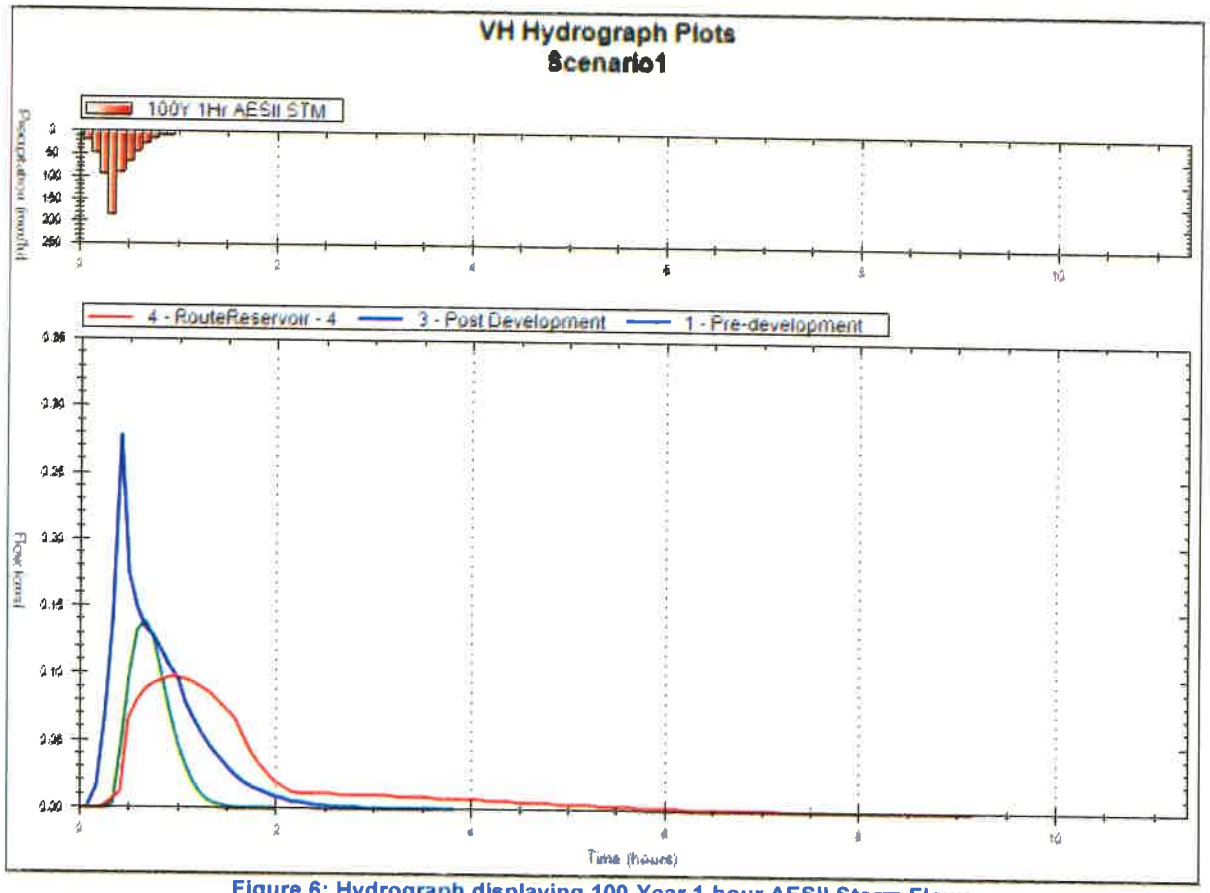


Figure 6: Hydrograph displaying 100-Year 1-hour AESII Storm Flows

APPENDIX D

Existing Watermain Capacity Test Results/Fire Flow Calculation

WATER FLOW TEST REPORT

TULLOCH ENGINEERING

PROJECT #:	16-1173		
DATE (dd/mm/yr):	May 5 2017		
TIME OF DAY:	10:10 AM	TEST BY:	JM & MM
WEATHER:	Sunny +8°C	CHECKED BY:	JM

TEST LOCATION: Gladstone Ave

WATER SUPPLIED BY: ☑ MUNICIPAL SYSTEM ☐ PRIVATE SYSTEM ☐ WELL ☐ Unknown

TEST TYPE: ☐ FIRE FLOW ☑ WATERMAIN CAPACITY ☐ HYDRANT CAPACITY

MAIN DIAMETER: ☐ 4 in. or less ☐ 6 in. ☑ 8 in. ☐ 10" ☐ 12" ☐ 16" or larger ☐ Unknown

PIPE MATERIAL ☐ PVC ☐ DUCTILE IRON ☑ CAST IRON ☐ Unknown

DATA - Flow Test #1

STATIC/RESIDUAL HYDRANT # *MacDonald @ Gladstone*

FLOW HYDRANT(S)	–	*Fauquier @ MacDonald*
PITOT ORAFICE DIA	0.00	3.05
COEFFICIENT	0.000	1.355
PITOT READING:	0	12
USGPM	0	1303

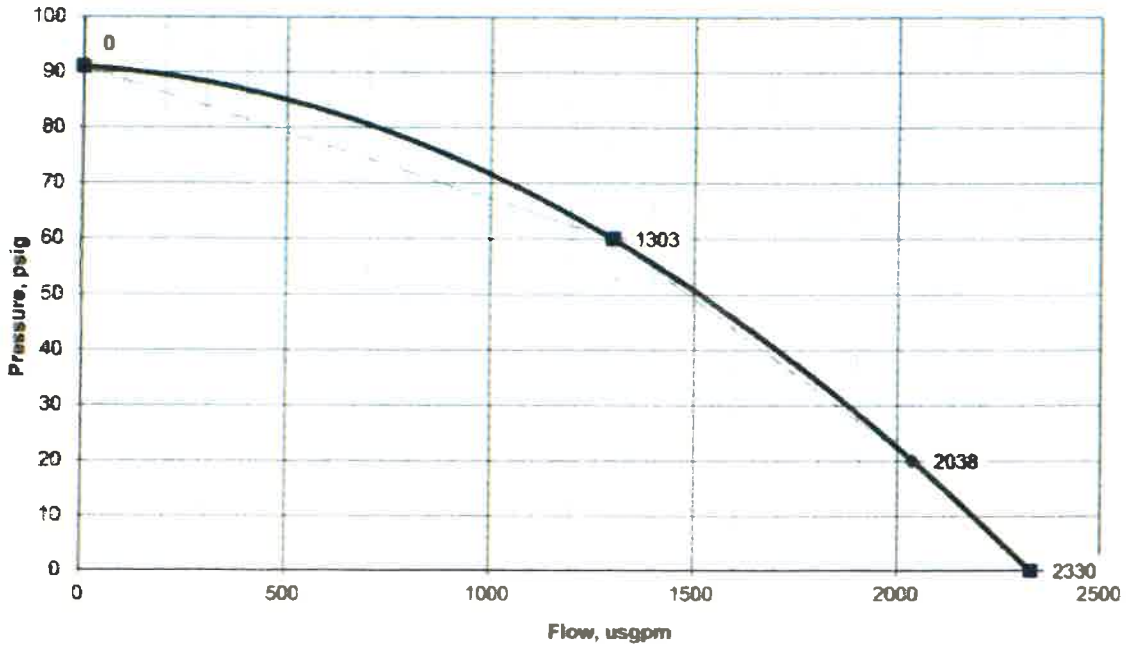
LICENSED PROFESSIONAL ENGINEER J.V. MCDONALD 100092267 5/5/2017 PROVINCE OF ONTARIO

TOTAL FLOW DURING TEST:	1303	USGPM
STATIC READING:	91	PSI
RESIDUAL READING:	60	PSI

RESULTS:	AT 20 PSI RESIDUAL	2038	USGPM	AT 0 PSI	2330	USGPM

MIN OF FLOW	6.5	
ESTIMATED CONSUMPTION	8456	USGAL

REMARKS: ☑ Test meets requirements of NFPA 291 ☐ Test achieves 10% practical pressure drop
☐ Test accuracy diminished due to inability to obtain satisfactory drop in system pressure



SPIRA FIRE PROTECTION

31 HAYES AVE, GUELPH, ON, N1E 5V6

H Y D R A U L I C C A L C U L A T I O N S

C O V E R S H E E T

COLLEGIATE HIEGHTS RETIREMENT-95 FAUQUIER AVE SAULT SAINT MARIE DESIGN AREA 1

W A T E R S U P P L Y

STATIC PRESSURE	(psi)	90
RESIDUAL PRESSURE	(psi)	79
RESIDUAL FLOW	(gpm)	890

B O O S T E R P U M P S

NUMBER OF BOOSTER PUMPS 0

S P R I N K L E R S

MINIMUM FLOW PER SPRINKLER (gpm) 20

MINIMUM PRESSURE PER SPRINKLER (psi) 18.11

THIS SYSTEM OPERATES AT A FLOW OF 81.73 gpm AT A PRESSURE OF 75.45 psi
AT THE BASE OF THE RISER (REF. PT. 2)

PIPES USED FOR THIS SYSTEM

107 PVC BLUE BRUTE (150)
002 SCHEDULE 10
001 SCHEDULE 40
009 BLAZEMASTER CPVC



SPIR IRE PROTECTION

COLLEGIATE HIEGHTS RETIREMENT-95 FAUQUIER AVE SAULT SAINT MARIE DESIGN AREA 1

HYDRAULIC CALCULATIONS AT SPECIFIED FLOW

THE FOLLOWING SPRINKLERS ARE OPERATING IN:
[ ] TEST AREA 1 [ ] TEST AREA 2 [ ] TEST AREA 3 [ ] REMOTE AREA

Elevation of sprinklers = Elevation above water test.

REF. PT.	K	ELEV. ft	FLOW gpm	PRESSURE psi
301	4.70	34.00	21.34	20.61
302	4.70	34.00	20.29	18.64
303	4.70	34.00	20.09	18.28
304	4.70	34.00	20.00	18.11

THE SPRINKLER SYSTEM FLOW IS 81.73 gpm

THE OUTSIDE HOSE FLOW AT REFERENCE POINT NO. 1 IS 0.00 gpm
[ ] THE INSIDE HOSE [ ] RACK SPKLR'S.
[ ] YARD HYDT. FLOW IS 100.00 gpm

THE FOLLOWING PRESSURES & FLOWS OCCUR
---> AT REF. PT. 1 <---

STATIC PRESSURE	90.00 psi		
RESIDUAL PRESSURE	79.00 psi	AT	890.00 gpm
TOTAL SYSTEM FLOW	181.73 gpm		
AVAILABLE PRESSURE	89.42 psi	AT	181.73 gpm
OPERATING PRESSURE	75.83 psi	AT	181.73 gpm
PRESSURE REMAINING	13.59 psi		

THE ABOVE RESULTS INCLUDE 5.00 psi FRICTION LOSS AT REF. PT. # 3 FOR A

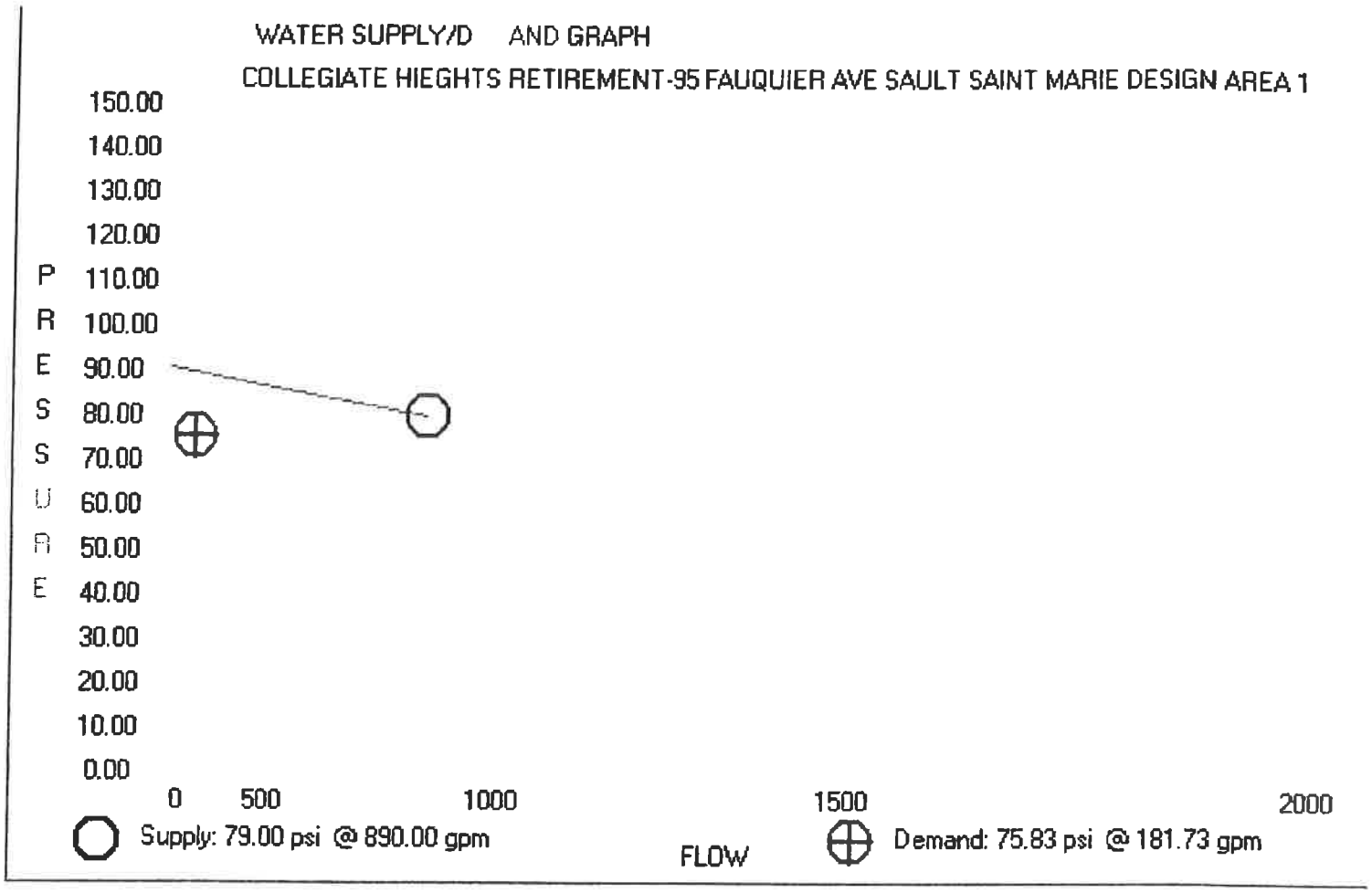
[ ] BACKFLOW PREVENTER [ ] METER
[ ] DETECTOR CHECK VALVE [ ] OTHER DEVICE

FITTING Equivalent Length per NFPA 13 1994, 6-4.3
'-' Indicates Equivalent Length. 'T' Indicates Threaded Fitting
1=45 Elbow, 2=90 Elbow, 3='T'/Cross, 4=Butterfly Valve, 5=Gate Valve, 6=Swing Check Valve

FROM	TO	FLOW (gpm)	PIPE (ft)	FITS	EQV. (ft)	H-W C	PIPE TYPE	DIA. (in)	FRIC. (psi)	ELEV. (psi)	FROM (psi)	TO (psi)	DIFF (psi)
1	2	181.73	350.50	122	38.55	150	107	6.090	0.001	0.000	75.83	75.45	0.38
2	3	81.73	1.00	2	12.55	120	2	6.357	0.000	0.433	75.45	75.01	0.00
3	4	81.73	4.00	0	0.00	120	2	6.357	0.000	0.000	75.01	70.01	5.00
4	5	81.73	2.00	2	12.55	120	2	6.357	0.000	0.867	70.01	69.14	0.00
5	6	81.73	2.00	3	21.12	120	2	4.260	0.002	0.000	69.14	69.10	0.04
6	7	81.73	2.00	0	0.00	120	2	4.260	0.002	0.000	69.10	69.09	0.00
7	8	81.73	2.00	0	0.00	120	2	4.260	0.002	0.000	69.09	69.09	0.00
8	9	81.73	9.50	34	17.83	120	2	2.157	0.053	4.117	69.09	63.54	1.44
9	10	81.73	23.00	22	8.62	120	2	2.157	0.053	0.000	63.54	61.87	1.66
10	11	81.73	128.50	322	19.07	120	2	2.157	0.053	0.000	61.87	54.12	7.76
11	12	81.73	21.50	31	12.66	120	2	2.157	0.053	0.000	54.12	52.32	1.80
12	13	81.73	1.00	3	6.57	120	1	2.209	0.047	0.433	52.32	51.53	0.35
13	14	81.73	38.50	2	2.73	120	1	2.209	0.047	0.000	51.53	49.60	1.93
14	15	81.73	66.00	11	2.72	120	1	2.209	0.047	0.000	49.60	46.38	3.22
15	16	81.73	13.50	2	2.73	120	1	2.209	0.047	0.000	46.38	45.62	0.76
16	17	81.73	10.50	2	2.73	120	1	2.209	0.047	4.550	45.62	40.46	0.62
17	18	81.73	10.00	0	0.00	120	1	2.209	0.047	4.333	40.46	35.65	0.47
18	19	81.73	11.00	324	9.30	120	1	1.734	0.152	0.000	35.65	32.56	3.09
19	20	81.73	69.00	2	2.73	120	1	1.734	0.152	0.000	32.56	21.65	10.92
20	21	60.39	19.00	0	0.00	120	1	1.734	0.087	0.000	21.65	19.99	1.65
21	22	40.09	17.25	0	0.00	120	1	1.734	0.041	0.000	19.99	19.27	0.73
22	23	20.00	11.75	0	0.00	120	1	1.734	0.011	0.000	19.27	19.14	0.13
23	24	20.00	6.25	0	0.00	120	1	1.734	0.011	0.000	19.14	19.09	0.05
20	301	21.34	1.00	312	13.02	150	9	1.109	0.074	0.000	21.65	20.61	1.04
21	202	20.29	1.00	312	13.02	150	9	1.109	0.067	0.000	19.99	19.02	0.97
202	302	20.29	0.66	3	5.01	150	9	1.109	0.067	0.000	19.02	18.64	0.38
22	303	20.09	2.00	312	13.02	150	9	1.109	0.066	0.000	19.27	18.28	0.99
24	304	20.00	2.00	312	13.02	150	9	1.109	0.065	0.000	19.09	18.11	0.98

A MAX. VELOCITY OF 11.1 ft./sec. OCCURS BETWEEN REF. PT. 19 AND 20

Sprinkler-CALC Release 7.2 Win
By Walsh Engineering Inc.
North Kingstown R.I. U.S.A.



Sprinkler-CALC 7.2 Win

SPIRA FIRE PROTECTION

31 HAYES AVE, GUELPH, ON, N1E 5V6

H Y D R A U L I C C A L C U L A T I O N S

C O V E R S H E E T

COLLEGIATE HIEGHTS RETIREMENT-95 FAUQUIER AVE SAULT SAINT MARIE DESIGN AREA 2

W A T E R S U P P L Y

STATIC PRESSURE	(psi)	90
RESIDUAL PRESSURE	(psi)	79
RESIDUAL FLOW	(gpm)	890

B O O S T E R P U M P S

NUMBER OF BOOSTER PUMPS 0

S P R I N K L E R S

MINIMUM FLOW PER SPRINKLER (gpm) 23

MINIMUM PRESSURE PER SPRINKLER (psi) 29.99

THIS SYSTEM OPERATES AT A FLOW OF 46.26 gpm AT A PRESSURE OF 74.73 psi
AT THE BASE OF THE RISER (REF. PT. 2)

PIPES USED FOR THIS SYSTEM

107 PVC BLUE BRUTE (150)
002 SCHEDULE 10
001 SCHEDULE 40
009 BLAZEMASTER CPVC



SPIR IRE PROTECTION

COLLEGIATE HIEGHTS RETIREMENT-95 FAUQUIER AVE SAULT SAINT MARIE DESIGN AREA 2

HYDRAULIC CALCULATIONS AT SPECIFIED FLOW

THE FOLLOWING SPRINKLERS ARE OPERATING IN:
[ ] TEST AREA 1 [ ] TEST AREA 2 [ ] TEST AREA 3 [ ] REMOTE AREA

Elevation of sprinklers = Elevation above water test.

REF. PT.	K	ELEV. ft	FLOW gpm	PRESSURE psi
305	4.20	34.00	23.26	30.66
306	4.20	34.00	23.00	29.99

THE SPRINKLER SYSTEM FLOW IS 46.26 gpm

THE OUTSIDE HOSE FLOW AT REFERENCE POINT NO. 1 IS 0.00 gpm
[ ] THE INSIDE HOSE [ ] RACK SPKLR'S.
[ ] YARD HYDT. FLOW IS 100.00 gpm

THE FOLLOWING PRESSURES & FLOWS OCCUR
---> AT REF. PT. 1 <---

STATIC PRESSURE	90.00 psi		
RESIDUAL PRESSURE	79.00 psi	AT	890.00 gpm
TOTAL SYSTEM FLOW	146.26 gpm		
AVAILABLE PRESSURE	89.61 psi	AT	146.26 gpm
OPERATING PRESSURE	74.99 psi	AT	146.26 gpm
PRESSURE REMAINING	14.63 psi		

THE ABOVE RESULTS INCLUDE 5.00 psi FRICTION LOSS AT REF. PT. # 3 FOR A

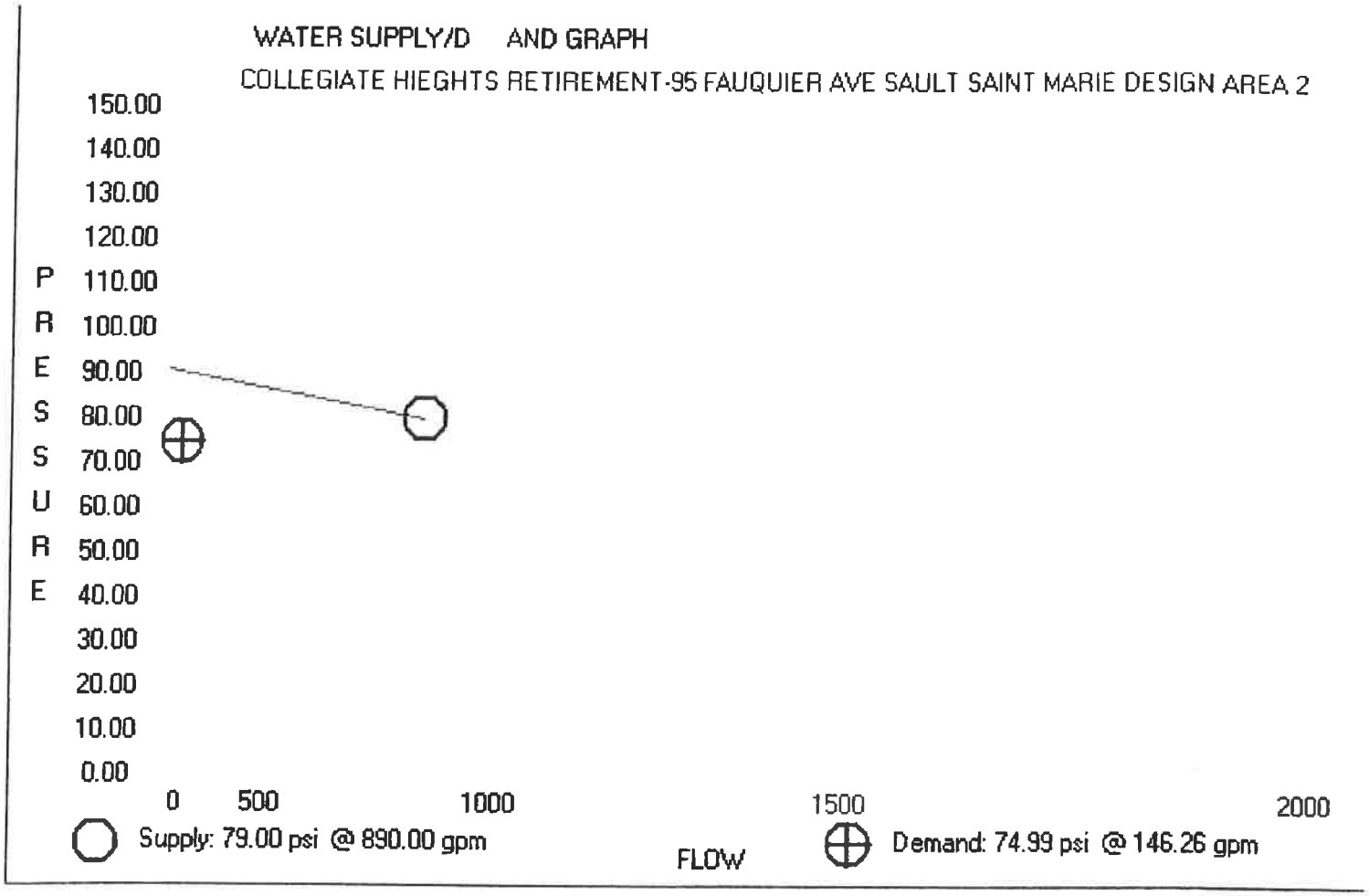
[ ] BACKFLOW PREVENTER [ ] METER
[ ] DETECTOR CHECK VALVE [ ] OTHER DEVICE

FITTING Equivalent Length per NFPA 13 1994, 6-4.3
'-' Indicates Equivalent Length. 'T' Indicates Threaded Fitting
1=45 Elbow, 2=90 Elbow, 3='T'/Cross, 4=Butterfly Valve, 5=Gate Valve, 6=Swing Check Valve

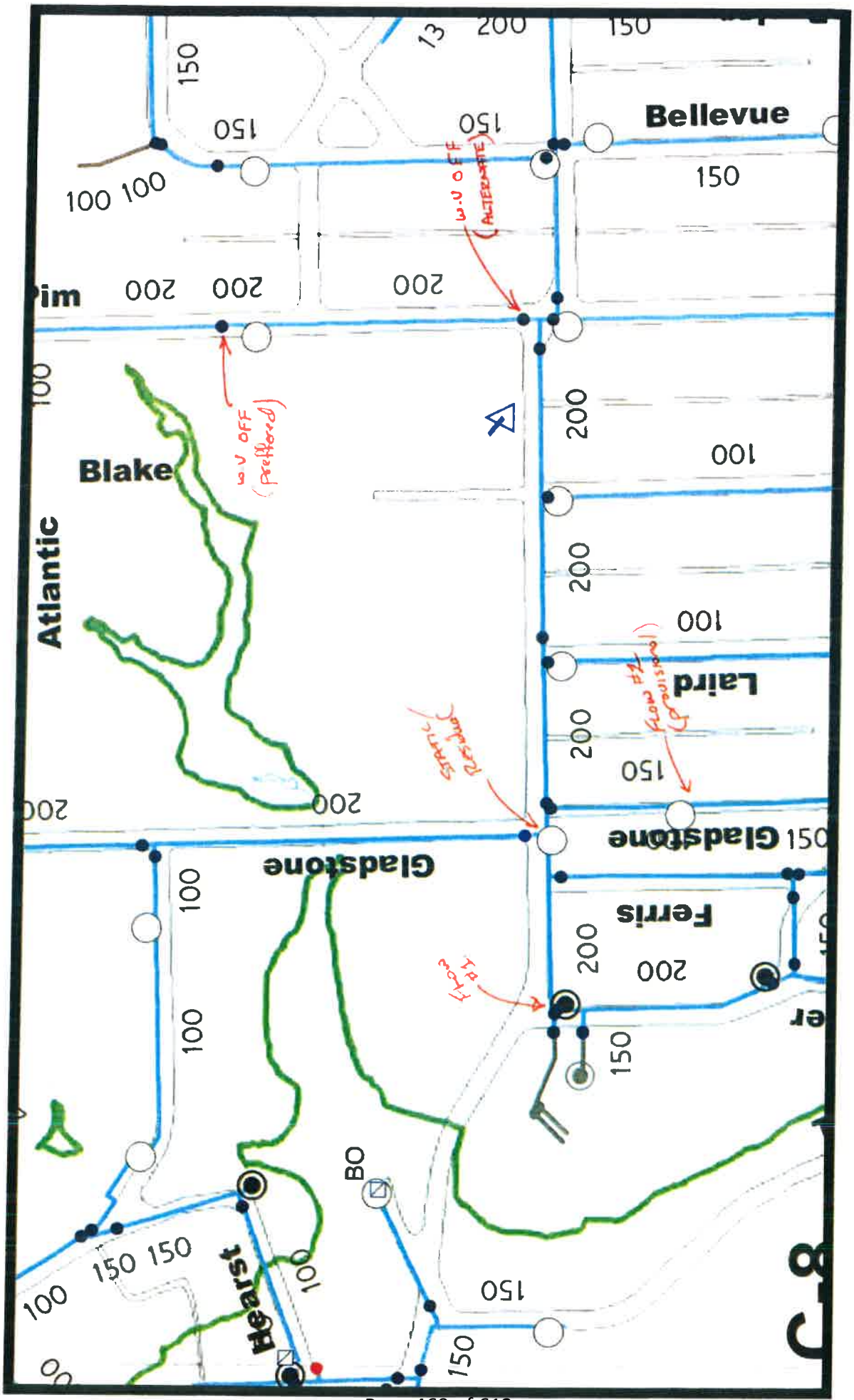
FROM	TO	FLOW (gpm)	PIPE (ft)	FITS	EQV. (ft)	H-W C	PIPE TYPE	DIA. (in)	FRIC. (psi)	ELEV. (psi)	FROM (psi)	TO (psi)	DIFF (psi)
1	2	146.26	350.50	122	38.55	150	107	6.090	0.001	0.000	74.99	74.73	0.25
2	3	46.26	1.00	2	12.55	120	2	6.357	0.000	0.433	74.73	74.30	0.00
3	4	46.26	4.00	0	0.00	120	2	6.357	0.000	0.000	74.30	69.30	5.00
4	5	46.26	2.00	2	12.55	120	2	6.357	0.000	0.867	69.30	68.43	0.00
5	6	46.26	2.00	3	21.12	120	2	4.260	0.001	0.000	68.43	68.41	0.02
6	7	46.26	2.00	0	0.00	120	2	4.260	0.001	0.000	68.41	68.41	0.00
7	8	46.26	2.00	0	0.00	120	2	4.260	0.001	0.000	68.41	68.41	0.00
8	9	46.26	9.50	34	17.83	120	2	2.157	0.018	4.117	68.41	63.79	0.50
9	10	46.26	23.00	22	8.62	120	2	2.157	0.018	0.000	63.79	63.21	0.58
10	11	46.26	128.50	322	19.07	120	2	2.157	0.018	0.000	63.21	60.51	2.70
11	12	46.26	21.50	31	12.66	120	2	2.157	0.018	0.000	60.51	59.88	0.63
12	13	46.26	1.00	3	6.57	120	1	2.209	0.016	0.433	59.88	59.33	0.12
13	14	46.26	38.50	2	2.73	120	1	2.209	0.016	0.000	59.33	58.66	0.67
14	15	46.26	66.00	11	2.72	120	1	2.209	0.016	0.000	58.66	57.53	1.12
15	16	46.26	13.50	2	2.73	120	1	2.209	0.016	0.000	57.53	57.27	0.26
16	17	46.26	10.50	2	2.73	120	1	2.209	0.016	4.550	57.27	52.50	0.22
17	18	46.26	10.00	0	0.00	120	1	2.209	0.016	4.333	52.50	48.01	0.16
18	19	46.26	11.00	324	9.30	120	1	1.734	0.053	0.000	48.01	46.93	1.08
19	20	46.26	69.00	2	2.73	120	1	1.734	0.053	0.000	46.93	43.12	3.81
20	21	46.26	19.00	0	0.00	120	1	1.734	0.053	0.000	43.12	42.12	1.01
21	22	46.26	17.25	0	0.00	120	1	1.734	0.053	0.000	42.12	41.20	0.92
22	23	46.26	11.75	0	0.00	120	1	1.734	0.053	0.000	41.20	40.58	0.62
23	305	46.26	13.00	322	19.04	150	9	1.109	0.309	0.000	40.58	30.66	9.91
305	306	23.00	8.00	0	0.00	150	9	1.109	0.085	0.000	30.66	29.99	0.68

A MAX. VELOCITY OF 15.36 ft./sec. OCCURS BETWEEN REF. PT. 23 AND 305

Sprinkler-CALC Release 7.2 Win
By Walsh Engineering Inc.
North Kingstown R.I. U.S.A.



Sprinkler-CALC 7.2 Win


Bellevue
Blake
Atlantic
Laird
Gladstone
Ferris
Hearst
150
200
100

TULLOCH
ENGINEERING

71 Black Road
Unit 8
Sault Ste. Marie, ON
P6B 0A3

T. 705 949.1457
F. 705 949.9606
866 806.6602
saultstemarie@tulloch.ca

CALCULATION SHEET

Project: Mac Donald Ave APT Job. No.: 191108

Description: Fire flow Date: Feb 22/19

1 of 1

Fire flow Required

OK
Reviewed by SM.

① $F = 220\,C\sqrt{A}$

$C = 0.6$

A = Area + 0.25A + 0.25A
= 13393013 ft²
= 1244.25 m²

$F = 220 \times 0.6\sqrt{1244.25} = 4656.16$ L/min ≈ 5000 L/min

② reduce 25% for non-combustible (Occupancy) F = 3750 L/min

③ reduce for sprinkler system -40% F = 2250 L/min

④ add for fire separation +0%

⑤ round to nearest 1000 L/min F = 3000 L/min
= 50 L/s

* calculation is done per "Water Supply for Public Fire Protection - 1999" by Fire Underwriters Survey

APPENDIX E

Pim Street Sanitary Drainage Area Design Brief

TULLOCH
ENGINEERING

71 Black Road
Unit 8
Sault Ste. Marie,
ON
P6B 0A3

T. 705 949.1457
F. 705 949.9606
TF. 866 806.6602

saultstemarie@TULLOCH.ca

February 1, 2019
19-1108

Bellex Corp.
229 Great Northern Rd,
Sault Ste. Marie, ON
P6B 4Z2

Attention: **Mr. Joe Ruscio**

Re: **Pim Street Sanitary Drainage Area Design Brief**
MacDonald Ave. Apartment Building Development
MacDonald Avenue, Sault Ste. Marie, Ontario

Dear Sir,

We have concluded our downstream analysis of the sanitary sewer system serving the above noted proposed development consisting of a single 88-unit apartment building. This study examines the Pim Street Sanitary Drainage Area with the addition of the MacDonald Ave. Apartment Building Development. (See attached figure C2)

Sanitary Sewer System Analysis

The analysis is based on the assumptions that the building includes 88 units with 1.6 persons per unit, therefore adding a population flow to the sanitary system of 3.1 L/s excluding infiltration. The Pim Street Sanitary Drainage Area has been identified as a drainage area of approximately 100 hectares in size.

Flow monitoring data for the Pim Street Pump Station completed in 2017 and 2018 indicates a peak design flow of 1290 L/s. Comparing peak flow data to population flow for all sanitary drainage areas feeding the Pim Street Pump Station allowed for TULLOCH to estimate an infiltration flow rate of 1.0 L/ha.s, which reflects data obtained from section 6.4.2: Extraneous Flows of the report titled "Sault Ste. Marie Sewage Report, 1977".

The MacDonald Ave. Apartment Building Development adds approximately 141 persons to the population contributing to the Pim Street sanitary sewer drainage area and system. This study determined that the sanitary sewer system is adequate and should have no capacity issues with the addition of the apartment building development. (See Sanitary Sewer Design Sheet – Pim Street Drainage Area).

Conclusion

Based on the analysis of the downstream sewer, the development contributes relatively minor sewage flows generated from population usage. Discharging to Fauquier Ave. (Pim Street sewershed) is recommended for the development of the MacDonald Ave Apartment Building.

Closure

We trust that the information in this report will be found to be complete and adequate for your consideration. Should further elaboration be required for any portion of this project, TULLOCH would be pleased to provide assistance.

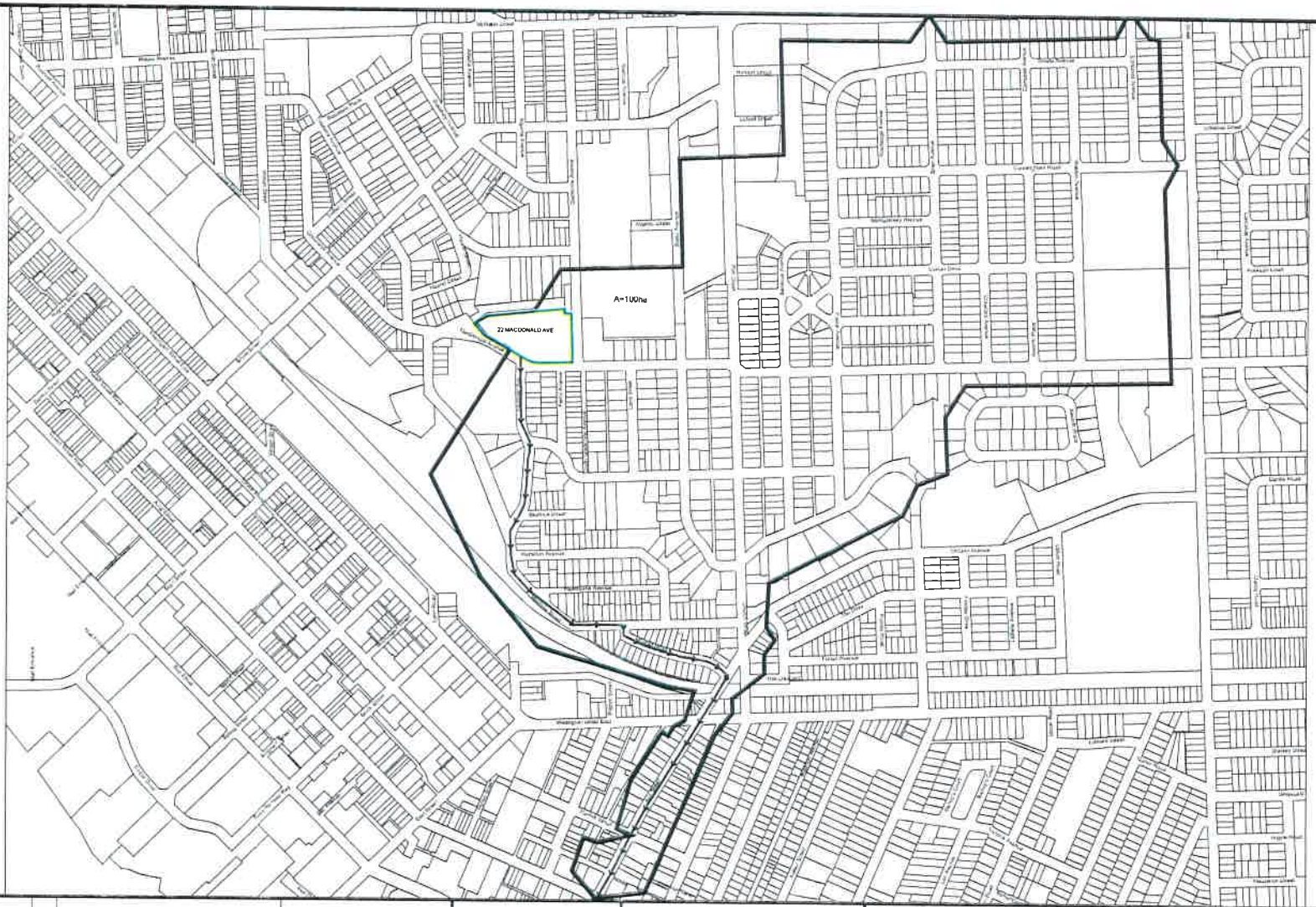
Sincerely,
TULLOCH Engineering Inc.

R Dagenais

Ryan Dagenais
Engineer in Training

/rd

cc. John McDonald, P.Eng.



No	DATE	BY	ISSUES / REVISIONS
0	25/01/2019	RKD	ISSUED FOR REPORT

TULLOCH ENGINEERING

DRAWING: PIM STREET SANITARY DRAINAGE PLAN

PROJECT: **MACDONALD AVE APARTMENT BUILDING DEVELOPMENT**
SAULT STE MARIE, ON

DRAWN BY	CHECKED BY	PROJECT No
KAG	RKD	19-1108
DESIGNED BY	APPROVED BY	DRAWING No / REVISION No
RKD	JVM	C2 / 0
SCALE	DATE	
1:200	25/01/2019	

SANITARY SEWER DESIGN SHEET

PROJECT: 19-1108 MacDonald Ave. Apartments - Pim Street Drainage Area

Design: R.Dagenais
Checked: J. McDonald
Date: 1-Feb-19
Rev.

q = average daily flow 450 L/cap.day
I = peak extraneous flow 0.22 L/ha.s (new areas)
I = peak extraneous flow 1.0 L/ha.s (exist. Areas)
M = peaking factor
Q(p) = peak population flow (L/s)
Q(I) = peak extraneous flow (L/s)
Q(d) = peak design flow (L/s)

$M = 1 + 14/(4+P^{0.5})$
(where P is population in 1000's)
Q(p) = PqM/86.4 (L/s)
Q(i) = IA (L/s)
(where A = area in hectares)
Q(d) = Q(p) + Q(i)

Population estimates based on 3.2 people/house, 1.6 people/apartment and 12 people/ha for commerical

Location			Individual		Cumulative		Peaking	Pop.	Peak	Peak	Proposed Sewer							
Street	From	To	Pop.	Area	Pop.	Area	factor	flow	extraneous	Design	Length	Pipe	Type	Grade	Capacity	Full	Actual	Qd/Qc
	(MH)	(MH)		(ha)		(ha)	M	Q(p)	flow Q(i)	flow	(m)	size	of	(%)	(L/s)	flow	velocity	(%)
								(L/s)	(L/s)	(L/s)		(mm)	pipe		(n=0.013)	velocity	@ Q(d)	
																(m/s)	(m/s)	
Fauquier Ave.	5473	5626	331	4.90	331	4.90	4.06	7.0	4.9	11.9	110.0	250		0.53	43.3	0.88	0.78	27.5
Fauquier Ave.	5626	38093	6	0.59	338	5.49	4.06	7.1	5.5	12.6	39.9	250		1.87	81.3	1.66	1.24	15.5
Fauquier Ave.	38093	38094	312	13.39	650	18.88	3.91	13.2	18.9	32.1	20.4	250		1.54	73.8	1.50	1.47	43.5
Fauquier Ave.	38094	38095	0	0.00	650	18.88	3.91	13.2	18.9	32.1	10.4	250		8.05	168.7	3.44	2.72	19.0
Fauquier Ave.	38095	5441	10	0.79	659	19.67	3.91	13.4	19.7	33.1	113.7	200		8.49	95.6	3.04	2.80	34.6
Fauquier Ave.	5441	5363	0	0.06	659	19.73	3.91	13.4	19.7	33.2	23.9	200		5.81	79.1	2.52	2.42	41.9
Fauquier Ave.	5363	5558	6	0.13	666	19.86	3.91	13.5	19.9	33.4	39.3	200		5.42	76.4	2.43	2.38	43.7
Wemyss St.	5558	5944	3	0.24	669	20.10	3.91	13.6	20.1	33.7	45.7	250		1.05	60.9	1.24	1.28	55.3
Wemyss St.	5944	5691	106	2.80	774	22.90	3.87	15.6	22.9	38.5	36.5	375		1.05	179.7	1.63	1.33	21.4
Wemyss St.	5691	5074	6	0.18	781	23.08	3.87	15.7	23.1	38.8	46.4	375		1.05	179.7	1.63	1.33	21.6
Wemyss St.	5074	5870	86	1.56	867	24.64	3.84	17.3	24.6	42.0	109.1	375		0.27	91.1	0.82	0.82	46.1
Wemyss St.	5870	5255	35	0.80	902	25.44	3.83	18.0	25.4	43.4	105.5	375		0.27	91.1	0.82	0.82	47.7
Euclid Rd.	5255	58594	86	2.48	989	27.92	3.8	19.6	27.9	47.5	25.3	375		1.00	175.3	1.59	1.40	27.1
Euclid Rd.	58594	58595	45	0.65	1034	28.57	3.79	20.4	28.6	49.0	40.4	375		0.40	110.9	1.00	0.98	44.2
Euclid Rd.	58595	58596	0	0.00	1034	28.57	3.79	20.4	28.6	49.0	46.0	375		0.40	110.9	1.00	0.98	44.2
Euclid Rd.	58596	58597	38	0.92	1072	29.49	3.78	21.1	29.5	50.6	37.8	375		0.40	110.9	1.00	0.99	45.6
Euclid Rd.	58597	58598	0	0.00	1072	29.49	3.78	21.1	29.5	50.6	48.5	375		0.40	110.9	1.00	0.99	45.6
Euclid Rd.	58598	4456	3	0.11	1075	29.60	3.78	21.2	29.6	50.8	45.4	375		0.50	124.0	1.12	1.07	40.9
Pim St.	4456	38914	1952	65.54	3027	95.14	3.44	54.2	95.1	149.4	64.0	450		3.01	494.6	3.11	2.77	30.2
Pim St.	38914	38908	6	0.14	3034	95.28	3.44	54.3	95.3	149.6	40.8	450		3.01	494.6	3.11	2.77	30.2
Pim St.	38908	674	90	2.22	3123	97.50	3.43	55.8	97.5	153.3	198.8	450		1.56	356.1	2.24	2.19	43.0
Pim St.	674	699	26	0.48	3149	97.98	3.42	56.2	98.0	154.1	71.9	450		2.04	407.2	2.56	2.41	37.9
Pim St.	699	722	32	1.16	3181	99.14	3.42	56.7	99.1	155.8	93.0	450		1.86	388.8	2.44	2.32	40.1
Pim St.	722	827	8	0.70	3189	99.84	3.42	56.8	99.8	156.6	45.7	450		1.82	384.6	2.42	2.30	40.7

Appendix 4

Traffic Impact Statement

MEMO

TO	:	Joe Ruscio, Joe Ruscio Professional Corporation
COPY TO	:	File
FROM	:	Stephen Keen, CIMA+
DATE	:	December 2, 2019
SUBJECT	:	22 MacDonald Avenue Traffic Impact Statement (Our File: B001160)

1. INTRODUCTION

CIMA+ Canada Inc. (CIMA+) was retained by Joe Ruscio Professional Corporation to develop a traffic impact statement for a proposed development at 22 MacDonald Avenue, Sault Ste Marie.

The proposed development is in the northwest corner of MacDonald Avenue and Gladstone Avenue. The site location is shown in **Figure 1**.

Currently, the subject site is zoned as "Parks and Recreation" and is proposed to be a "High Density Residential Zone" with an 8-storey, 65-unit apartment.

1.1. Adjacent Roads

The subject site is bounded by two roads: MacDonald Avenue and Gladstone Avenue.

Based on the City of Sault Ste Marie Official Plan Schedule 'D', **MacDonald Avenue** is classified as an **Urban Collector**. It runs east-west and has a two-lane cross section and bounds the subject site on the south.

Gladstone Avenue is a two-lane local road running north-south on the east side of the subject site.

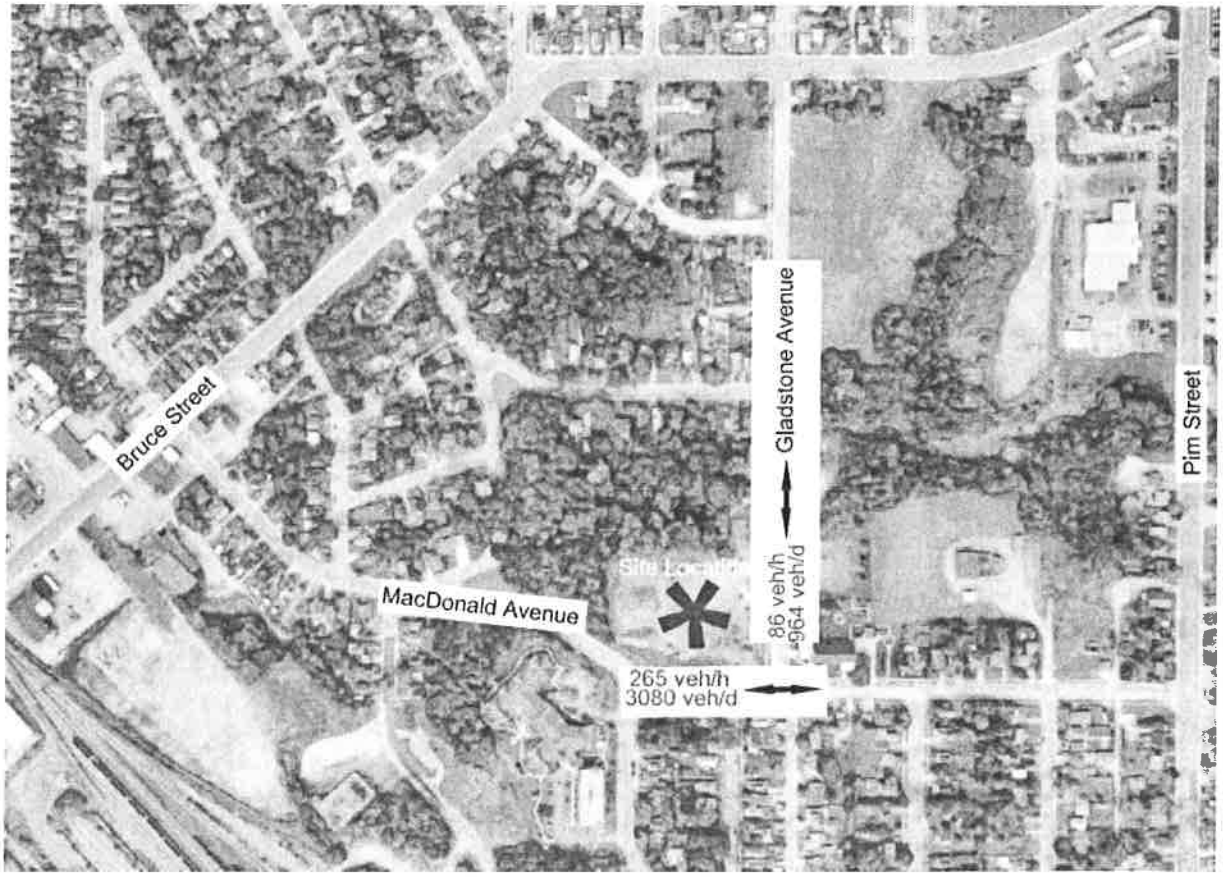


Figure 1: Site Location

1.2. Existing Traffic Volumes

Gladstone Avenue:

The City conducted a full day traffic count on Gladstone Avenue from 10:00am June 16, 2011 to 14:00pm June 17, 2011. Based on the traffic count, the highest hourly volume is 86 veh/hr for two directions and occurred between 14:00-15:00. The 24-hour daily traffic volume is 964 vehicles.

MacDonald Avenue:

The City provided a full day traffic count for MacDonald Avenue counted from 14:00pm June 20, 2016 to 22:00pm June 27, 2016. Based on the traffic count, the highest hourly volume is 265 veh/hr for two directions and occurred between 16:00-17:00. The highest 24-hour daily traffic volume is 3080 vehicles.

The existing two-way peak hour and daily traffic volumes are also shown in **Figure 1**.

1.3. Existing Speeds

Gladstone Avenue:

Hourly speeds were measured at the same time as the traffic counts summarized in Section 1.2. The majority of vehicles were shown to travel at an operating speed lower than 40km/h with occasional vehicles operated between 40km/h and 50km/h. There were no vehicles with a speed over 50km/h. The speed study statistics results are as shown in **Table 1**.

Table 1: Speed Study Results on Gladstone Avenue

Results	Northbound	Southbound
Average Speed (km/h)	20	20
85th %ile* Speed (km/h)	35	35

MacDonald Avenue:

Based on the City's speed study, the majority vehicles operated at speed lower than 60km/h with only the occasional vehicle operating between 60km/h and 70km/h. There were no records of speed over 70km/h. The speed study statistics results are as shown in **Table 2**.

Table 2: Speed Study Results on MacDonald Avenue

Results	Eastbound	Westbound
Average Speed (km/h)	39	33
Median Speed (km/h)	44	39
85th %ile* Speed (km/h)	53	49

* This row indicates that 85% of all observed vehicles operate at or below the stated speed shown in the table.

Given that there are no speed limit signs on these two roads, it is assumed that the speed limits are 50 km/h. In summary, vehicles operate at a reasonable speed along the two roads in question with some vehicles over the limit on MacDonald Avenue which is not unusual. As volumes increase on a roadway, speeds tend to go down.

2. SITE GENERATED TRAFFIC

From the Institution of Transportation Engineers (ITE) Trip Generation Manual 10th Edition, the site generated traffic volumes on adjacent streets during weekday AM peak hour, PM peak hour, and weekday daily can be obtained. Since the proposed development is a high-rise apartment with 65 units, the appropriate Land Use Category is # 222. The estimated site generated trips are shown in **Table 3**.

Table 3: Site Generated Trip Estimates

Weekday AM Peak Hour		Weekday PM Peak Hour		Weekday Daily	
Trip Rate	Estimated Trips	Trip Rate	Estimated Trips	Trip Rate	Estimated Trips
0.31	20	0.36	23	4.45	289

Based on the site location relative to the City, site trip distribution is estimated as Table 4.

Table 4: Site Trip Distribution

Direction	West on MacDonald	East on MacDonald	North on Gladstone
% of total	50%	30%	20%

The site generated traffic volumes assigned to the road are as shown in Figure 2.

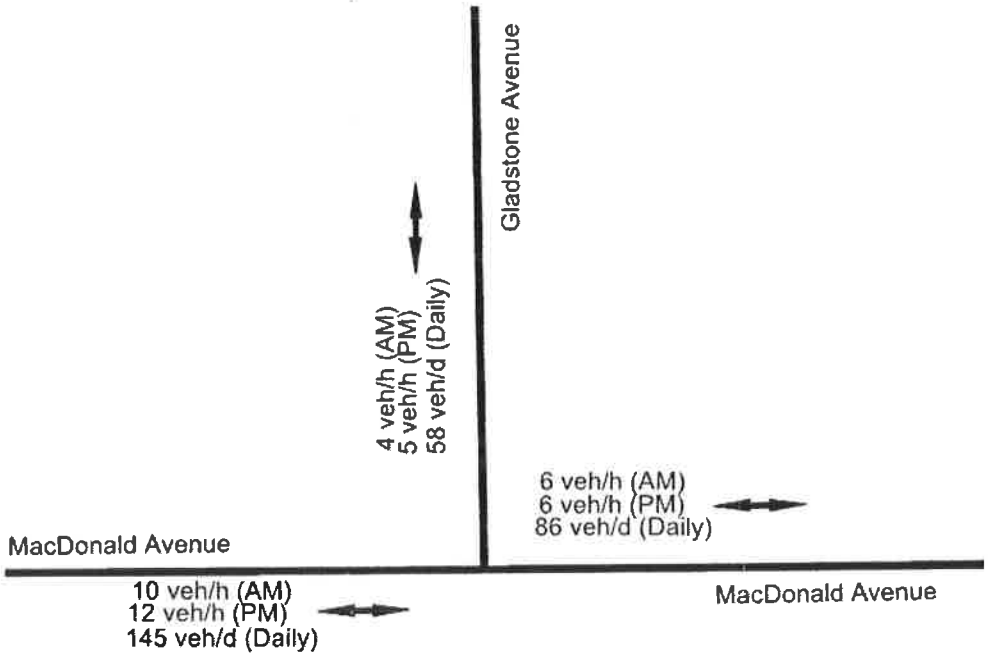


Figure 2: Site Traffic Volumes

3. TOTAL TRAFFIC VOLUMES

Traffic volumes on the adjacent streets are currently very low; since the site generated trips are also low, traffic volumes will remain low. With the development in place, the peak hour volume would be 275 veh/hr (PM peak hour) and daily volume would be 3225 veh/day on MacDonald Avenue.

On Gladstone Avenue, the peak hour volume would be 91 vehicles (PM peak hour) and a daily volume of 1022 vehicles. The daily traffic volumes with and without the development are shown in **Figure 3**.

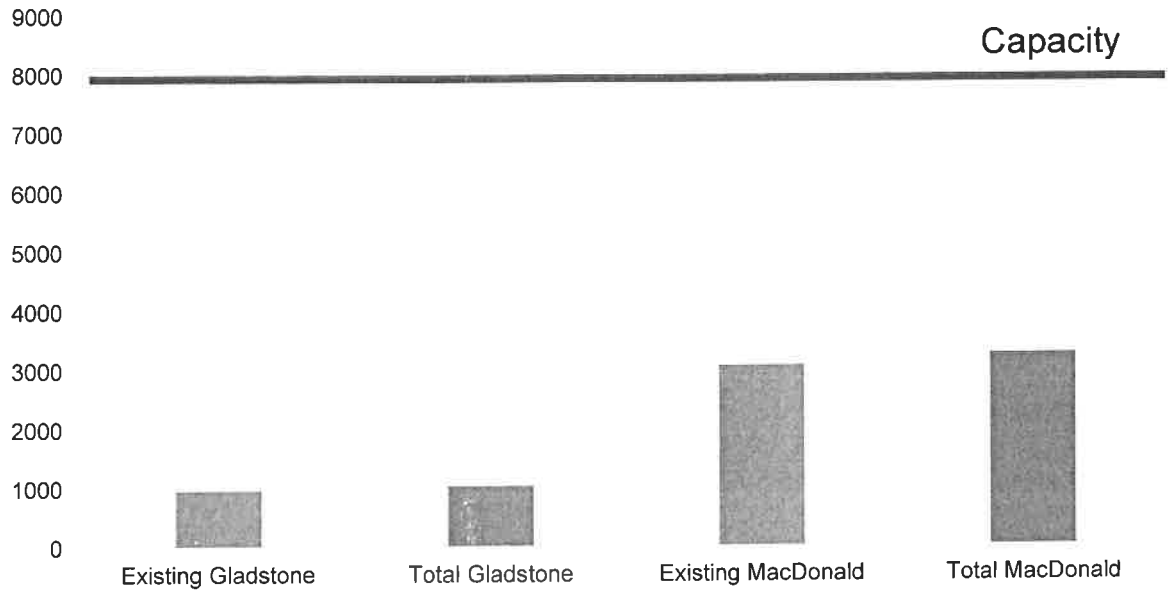


Figure 3: Total Traffic Volumes (total includes apartment traffic)

Generally, a two-lane road similar to Gladstone Avenue and MacDonald Avenue can accommodate peak hour traffic volumes up to 800 veh/hr and daily traffic volumes up to 8000 veh/day while maintaining a good level of service *(Reference: Geometric Design Guide for Canadian Roads Table 2.6.5)*. In Figure 3 above, the capacity figure indicated by the red line is shown to illustrate the fairly low volumes (existing and post apartment) present.

There is currently transit services adjacent to the site with a bus stop located on MacDonald Avenue. Due to the convenience of transit service, some residents of the proposed apartment may use the transit service and reduce the calculated traffic generation numbers.

4. PAST TRAFFIC VOLUMES

In the past there was a high school, Sault Collegiate Heights (closed in 1995), on MacDonald Avenue and an Elementary school, King George V Public School (closed in 1992). Based on the City traffic counts provided by the City, when the two schools were in operation, the daily traffic volume on MacDonald Avenue was 5228 veh/d (counted on June 9, 1988), and on Gladstone 1087 veh/d (counted on October 27, 1988).

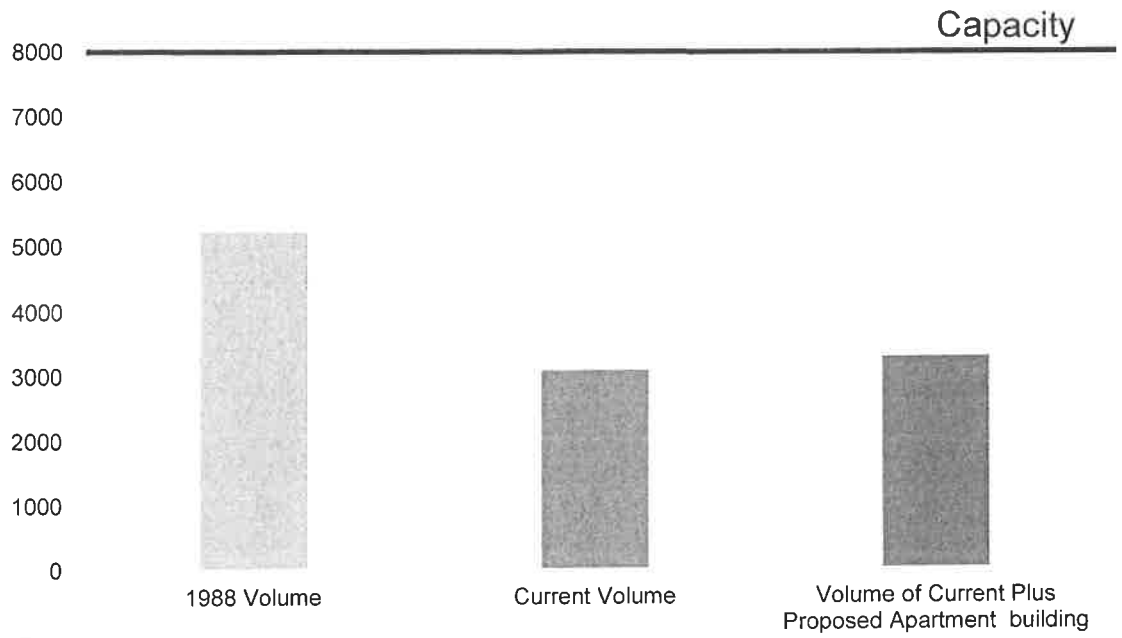


Figure 4: Traffic Volumes on MacDonald Avenue

A simple comparison shows that when the two schools were in operation, traffic volumes were much higher than current volumes and also anticipated volumes when the apartment is in place.

5. CONCLUSIONS

1. Generally, two-lane roads like MacDonald Avenue can accommodate daily traffic volumes of 8,000 veh/h without experiencing congestion *(Reference: Geometry Design Guide for Canadian Roads Table 2.6.5)*. Currently MacDonald Avenue carries about 3,000 veh/day and Gladstone Avenue 1,000 veh/day.
2. The subject apartment site will generate a minor volume of traffic, approximately 25 vehicles in the peak hour and 300 vehicles daily. Therefore, impact on the adjacent streets, MacDonald Avenue and Gladstone Avenue will be insignificant.
3. With the apartment building in place, traffic volumes on MacDonald Avenue are expected to rise from 3,000 veh/day to about 3,300 veh/day, a figure still well below capacity.
4. Traffic volumes on MacDonald Avenue were higher in the 1980s (approximately 5,200) when two schools were located in the immediate area. With the apartment building in place, traffic volumes will be much lower (3,300) than they were in the 1980s.



Appendix 5

Official Plan Amendment

AMENDMENT NO. 226
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Housing Policies of the Plan.

LOCATION

WYMAN PLACE PL 258 ST. MARY'S CLOSED BY X553 PT LOTS 1-7 BLK 21 PL 285 ST. MARY'S PT LT 8 BLK 21 PL 285 ST. MARY'S LT 1-5 BLK 22 PL 285 ST. MARY'S PT LT 12 PL 9298 ST. MARY'S, BEING PTS 1, 2 & 3 1R13427; RESERVING AN EASEMENT IN GROSS IN FAVOUR OF THE TRANSFEROR OVER PT 1 1R13427; SAULT STE. MARIE at the northwest corner of Macdonald Avenue and Gladstone Avenue, civic no. 22 Macdonald Avenue.

BASIS

This Amendment is necessary in view of a request to construct a 65-unit apartment building upon the subject property with no 'affordable units', whereas Housing Policy 6 (HO.6) requires at least 30% of the units to be affordable in this instance.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

150. Notwithstanding Housing Policy 6 (HO.6) of the Official Plan, the property described as WYMAN PLACE PL 258 ST. MARY'S CLOSED BY X553 PT LOTS 1-7 BLK 21 PL 285 ST. MARY'S PT LT 8 BLK 21 PL 285 ST. MARY'S LT 1-5 BLK 22 PL 285 ST. MARY'S PT LT 12 PL 9298 ST. MARY'S, BEING PTS 1, 2 & 3 1R13427; RESERVING AN EASEMENT IN GROSS IN FAVOUR OF THE TRANSFEROR OVER PT 1 1R13427; SAULT STE. MARIE located at the northwest corner of Macdonald Avenue and Gladstone Avenue, civic no. 22 Macdonald Avenue, is not required to provide any affordable units within the proposed residential development.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



Application Map Series

☐ Subject Property ☑ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 22 MacDonald Avenue
Roll No.: 020032069000000
Map No.:
Application No.: A-19-19-Z-OP
Date Created: December 2, 2019

Legend

- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Subject Property 22 MacDonald Avenue
- Parcel Fabric

City of Sault Ste. Marie

Planning and Enterprise Services

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

This map is for general reference only
Orthophoto None
Projection Details
NAD 1983 UTM Zone 16N
GCS North American 1983

0 10 20 40 Meters
1:2,000

N

Appendix 6

Department/Agency Comments

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2019 03 15

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-8-19-Z
22 MacDonald Avenue
Joe Ruscio, Dave Ruscio, and John Martella

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

- It is our understanding that this project will be developed under site plan control. Any servicing or grading issues will be addressed through the Site Plan Agreement process.
- The property is subject to a municipal easement related to stormwater drainage. The proposed development will have to meet the requirements of the easement.

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

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

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

Stephanie Perri

From: Peter Tonazzo
Sent: Thursday, December 12, 2019 1:50 PM
To: Stephanie Perri
Subject: FW: Traffic Impact Statement - 22 MacDonald Ave.

From: Carl Rumiel
Sent: Thursday, December 12, 2019 1:42 PM
To: Peter Tonazzo <p.tonazzo@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>
Subject: RE: Traffic Impact Statement - 22 MacDonald Ave.

Maggie and Peter:
I have reviewed CIMA's statement and have no additional comments.
Regards,

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

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

From: Peter Tonazzo
Sent: Friday, November 29, 2019 1:52 PM
To: Carl Rumiel <c.rumiel@cityssm.on.ca>
Cc: Maggie McAuley <m.mcauley@cityssm.on.ca>; Don McConnell <d.mcconnell@cityssm.on.ca>; Stephanie Perri <s.perri@cityssm.on.ca>
Subject: FW: Traffic Impact Statement - 22 MacDonald Ave.

Hi Carl,

Attached is the traffic impact statement prepared by Stephen Keen for 22 Macdonald Ave.

Assuming we have a complete application by the end of today, we'll be circulating for comments on Monday. Given the holidays, our report deadline is Dec. 18th, so fairly quick turnaround 1.5-2 weeks for comments.

Thanks
Peter.

Peter Tonazzo

Subject: RE: Re: 22 Macdonald AVe. - Pedestrian Safety

From: Carl Rumiel
Sent: Tuesday, December 17, 2019 3:04 PM
To: Peter Tonazzo <p.tonazzo@cityssm.on.ca>
Cc: Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>
Subject: RE: Re: 22 Macdonald AVe. - Pedestrian Safety

Hello Peter:
The Engineering Division does not see a problem (current or future) in this area with pedestrians crossing at MacDonald/ Gladstone. We will monitor this location and should we find that a pedestrian crossing facility is warranted, it can be considered as a future Pedestrian Cross Over (PXO) location.
CR

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

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

SAULT STE.MARIE

Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Wednesday, December 4, 2019 2:40 PM
To: Stephanie Perri
Cc: Anjum Amin; Peter Tonazzo
Subject: SSMRCA Response - A-19-19-Z.OP - 22 MacDonald Avenue

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

December 4, 2019

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-19-19-Z.OP
Joe Ruscio and John Martella
22 MacDonald Avenue
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. The extent of the regulated area on this property is in the southeast corner.

The following text was part of correspondence from SSMRCA to City of Sault Ste. Marie legal department dated October 7, 2013 and subsequent comments March 4, 2019:
'... We recommend that any approval of this proposal be subject to the following conditions:

1. A portion of the site is located in O. Regulation 176/06 regulated area associated with the hazard land (ravines, slope land etc.). A permit from the SSMRCA will be required for lot development, stormwater management and construction work associated with the development.
2. A site specific geotechnical study using accepted geotechnical principles will be required. The study must provide the information on stability of slopes by determining the Factor of Safety (FS) and safe setbacks from the top of the bank. A minimum value of 1.5 for the FS is required for building developments on or close to slopes. The study must be signed and sealed by a professional engineer.
3. A stormwater management study and long term erosion control measures would be required. The study must be signed and stamped by a qualified professional engineer.

The engineering studies will need to be reviewed and approved to the satisfaction of the Authority.'

Any development on the subject property will require a permit from SSMRCA.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

Stephanie Perri

From: Don McConnell
Sent: Thursday, December 12, 2019 12:41 PM
To: Peter Tonazzo; Stephanie Perri
Subject: FW: 22 MacDonald Avenue
Attachments: MacDonald Avenue - 22 - 2019 03 08.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>
Sent: Wednesday, December 11, 2019 5:06 PM
To: Don McConnell <d.mcconnell@cityssm.on.ca>
Cc: Maggie McAuley <m.mcauley@cityssm.on.ca>
Subject: 22 MacDonald Avenue

Hi Don,

Please accept this email in response to the revised application on the subject property. It is understood that the development is going to be reduced in size from 88 units to 65 units. I have included our original response as Public Works' position of support and comments do not change with this reduction.

Should you require anything further from Public Works, please advise.

Regards,

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

CITY OF SAULT STE. MARIE
128 Sackville Road, Sault Ste. Marie, ON P6B 4T6
saultstemarie.ca

SAULT STE.MARIE

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works

Public Works & Engineering Services

March 8, 2019

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: **Application No. A-8-19-Z**
Request for an amendment to the Zoning By-law

Applicant: **Joe Ruscio, Dave Ruscio and John Martella**

Subject Property: **22 MacDonald Avenue**

Staff from Public Works has reviewed the application noted above and supports this development, with consideration to the following:

- The pond cannot affect access to outlet structure.

If you have any further questions, please contact me at 759-5207.

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: M. McAuley, Municipal Services Engineer

PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

December 13, 2019

Donald B. McConnell, MCIP, RPP
The Corporation of The
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

emailed: s.perri@cityssm.on.ca

Dear Sir:

RE: A-19-19-Z.OP - 22 MacDonald Ave.

We have no objections to the above noted rezoning application proceeding.

As indicated in Site Servicing Report provided with the application, the developer has worked with PUC to determine that water and electrical servicing capacity in the area is generally availabe and adequate to support the development based on their assumptions.

Once the applicant has finalized their requirements more exactly they are encouraged to contact PUC Engineering as early as possible during the design stages to finalize specific electrical and water servicing requirements.

Best Regards,

PUC SERVICES INC.

Rob Harten, P. Eng.
Manager of Engineering

Stephanie Perri

From: Don McConnell
Sent: Thursday, December 12, 2019 1:43 PM
To: Melanie Borowicz-Sibenik
Cc: Peter Tonazzo; Stephanie Perri
Subject: RE: Request for Comment - Rezoning Application A-19-19-Z.OP - 22 MacDonald Avenue

Thanks you Melanie. I don't think that we will require anything further.

Don

From: Melanie Borowicz-Sibenik <m.borowiczsibenik@cityssm.on.ca>
Sent: Thursday, December 12, 2019 1:37 PM
To: Don McConnell <d.mcconnell@cityssm.on.ca>
Cc: Karen Fields <k.fields@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>
Subject: RE: Request for Comment - Rezoning Application A-19-19-Z.OP - 22 MacDonald Avenue

Hi Don: I have reviewed the Application and your letter of December 4, 2019. You have requested all pertinent data regarding the Subject Property and a history of any problems/complaints, etc. As requested, the following is a summary containing relevant background information and comments. As you will see, the information below sets out how the City acquired the Subject Property, and then sold same. Further, a past Zoning Application was made regarding this Subject Property. The summary below sets out relevant matters/background regarding this past Application given your request for full history/complaints, etc. If you wish another copy of the summary of "oral submissions" made as noted below (they are also located at Tab 12 of the City's Reply on the Appeal to the former application) please advise.

Background and Information

- The City acquired the lands comprising 22 MacDonald Avenue ("Subject Property") from the Algoma District School Board. On December 10, 1999, the Algoma District School confirmed that the ADSB approved the disposition of the Subject Property. Permission was given to the City to install a fence and gate "on the understanding that should the sale to the City not be completed, the City would restore the fencing etc. to its original condition and configuration if our Board so required".
- At the City Council meeting held December 13, 1999, Council passed bylaw 99-242 which authorized the acquisition of the Subject Property from the ADSB for a snow dump site. The Transfer was completed on January 18, 2000 and Instrument T0410771 was registered, transferring the Subject Property from the ADSB to the City.
- The City utilized the Subject Property as a snow dump site.
- On December 2, 2013, the Subject Property was declared surplus by by-law passed by City Council
- In 2014 following advertisement, the City received four offers to purchase the Subject Property. A bid by Chartwell Master Care LP was selected however Chartwell subsequently advised it would not complete the purchase as it could not complete the required conditions.
- The matter again went to Council on October 26, 2015. Council decided to re-advertise the Subject Property. No offers were received.
- On December 23, 2017, the sale of the Subject Property was advertised again. One offer was received.
- On February 20, 2018, City Council passed By-law 2018-32 to authorize the sale of surplus property, being the Subject Property, legally described in PIN 31547-0002(LT) to 2605046 Ontario Inc. in Trust (Joe Ruscio).
- The City received a Direction re: Title confirming the transfer shall be registered in the name of Bellex Corporation. On June 29, 2018, the City transferred the Subject Property to Bellex Corporation, by Transfer registered as Instrument AL187716. The City also retained an Easement for Drainage.

- The City subsequently received a Planning Application – A-8-19-Z regarding Subject Property dated February 21, 2019 wherein the Applicants sought approval to rezone the Subject Property from Parks and Recreation Zone to High Density Residential Zone to facilitate the construction of a 12 storey, 90 unit apartment building. At the Council meeting held April 1, 2019, Planning recommended that Council rezone the subject property from Parks and Recreation Zone to High Density Residential Zone subject to the following special exception:
    1. That the proposed apartment building not exceed 12 storeys;
    2. That the maximum required lot coverage for the apartment building be reduced from 35 to 33%
    3. Property be deemed subject to Site Plan Control
- At the open council meeting held on April 1, 2019, oral submissions were made by various members of the public (concerns were set out) and City Staff with respect to the Application Council was considering. Written submissions (concerns were set out) were also made. Planning has been provided with a summary of the oral submissions and has received the written submissions made.
- On April 15, 2019, Council passed By-law 2019-80 as so recommended by Planning. Also, Council passed By-law 2019-81 to designate the Subject Property as an area of site plan control.
- Also at the public meeting held on April 15, 2019, an individual attended at the podium and requested an opportunity speak on two occasions. Planning has been provided with a summary of the oral submissions made by that individual on April 15, 2019.
- Two individuals appealed the passing of By-law 2019-80, Ms. Mary Loretta Harrison and Ms. Lynden Pond. Their materials also contained various issues/complaints/concerns they each had in respect of this Application. If you wish a copy of same please advise.
- By letter to the LPAT dated July 19, 2019, the City gave notice that the Applicants have abandoned the Application and the City would be repealing By-law 2019-80 and 2019-81.
- On August 12, 2019, Council passed By-law 2019-151, which repealed By-laws 2019-80 and 2019-81.
- On September 20, 2019, the LPAT issued an Order which allowed the appeals, confirmed the zoning by-laws were repeased and closed the matter.

Legal has not received any further concerns or issues regarding the Subject Property. A question was forwarded by Planning to Legal regarding the circumstances surrounding the City's acquisition of 22 MacDonald and whether there were any conditions regarding same. Legal reviewed the acquisition of 22 MacDonald Avenue and responded with the information above (first two bullet points) .

Most of the information is historical. Given you request for historical information/complaints, I have provided the summary above.

If you require anything further, I would be pleased to discuss.

Thanks,
Melanie

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
Legal Department
705.759.5403 m.borowiczsibenik@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

SAULT STE.MARIE

Stephanie Perri

From: Francois Couture
Sent: Thursday, December 12, 2019 4:06 PM
To: Stephanie Perri
Subject: RE: Request for Comment - Rezoning Application A-19-19-Z.OP - 22 MacDonald Avenue
Attachments: RE: A-8-19-Z - 22 MacDonald Avenue - Request for Comments

Please see our previous comments attached, no change

From: Stephanie Perri
Sent: Wednesday, December 4, 2019 10:08 AM
To: Karen Fields <k.fields@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Rob Harten <rob.harten@ssmpuc.com>; Dan Hollingsworth <d.hollingsworth@ssmedc.ca>; Paul Milosevich <p.milosevich@cityssm.on.ca>; SSMRCA <nature@ssmrca.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Nancie Scott <n.scott@cityssm.on.ca>; Diane Morrell <diane.morrell@sciontario.org>
Cc: Francois Couture <f.couture@cityssm.on.ca>; Benita Brogno <b.brogno@cityssm.on.ca>; 'eng dept' <eng-dept@ssmpuc.com>; Kathy Swinn <k.swinn@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>; John Febbraro <j.febbraro@ssmedc.ca>; Peter Tonazzo <p.tonazzo@cityssm.on.ca>
Subject: Request for Comment - Rezoning Application A-19-19-Z.OP - 22 MacDonald Avenue

Good morning,
Please see attached correspondence.
Regards,
Stephanie

Stephanie Perri
Administrative Clerk
Planning & Enterprise Services
705.759.5368 s.perri@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

SAULT STE.MARIE

Stephanie Perri

From: Francois Couture
Sent: Friday, March 22, 2019 10:28 AM
To: Stephanie Perri
Subject: RE: A-8-19-Z - 22 MacDonald Avenue - Request for Comments

Hello Stephanie,

The last known use for the above mentioned property was a snow storage site. Snow storage sites are deemed industrial, Please note that under the Ontario Regulation 153/04 a record of site condition would be required prior to a building permit application submission to construct an apartment building. The building division has no other comments or objections.

Sincerely,

Francois.

From: Stephanie Perri
Sent: Friday, March 22, 2019 9:08 AM
To: Francois Couture <f.couture@cityssm.on.ca>; Gary Schryer <g.schryer@cityssm.on.ca>
Subject: FW: A-8-19-Z - 22 MacDonald Avenue - Request for Comments

From: Stephanie Perri
Sent: Friday, March 1, 2019 11:33 AM
To: Karen Fields <k.fields@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Rob Harten <rob.harten@ssmpuc.com>; Dan Hollingsworth <d.hollingsworth@ssmedc.ca>; Paul Milosevich <p.milosevich@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Nancie Scott <n.scott@cityssm.on.ca>; Diane Morrell <diane.morrell@sciontario.org>; Marlene McKinnon <MMcKinnon@ssmrca.ca> (MMcKinnon@ssmrca.ca) <MMcKinnon@ssmrca.ca>; John Febbraro <j.febbraro@ssmedc.ca>
Cc: Tammy Bernardo <t.bernardo@cityssm.on.ca>; Jo-Anne Fischer <Jo-Anne.Fischer@ssmpuc.com>; Kathy Swinn <k.swinn@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Robin Fox <r.fox@cityssm.on.ca>
Subject: A-8-19-Z - 22 MacDonald Avenue - Request for Comments

Please see attached correspondence.
Again, please let me know if you would like to receive a paper copy and I will get that to you.
Thank you
Stephanie

Stephanie Perri
Administrative Assistant
Planning and Enterprise Services
City of Sault Ste. Marie
t. 705.759.5368
f. 705-541-7165

Appendix 7

Neighbour/Public Comments Received Prior to January 6, 2020 Deadline

Stephanie Perri

From: Peter Tonazzo
Sent: Friday, December 6, 2019 2:56 PM
To: Stephanie Perri
Subject: FW: 22 MacDonald Avenue

Follow Up Flag: Follow up
Flag Status: Flagged

From: Dale Godfrey [mailto:sold@godfreyrealty.com]
Sent: Friday, December 6, 2019 2:50 PM
To: Peter Tonazzo <p.tonazzo@cityssm.on.ca>
Subject: Re: 22 MacDonald Avenue

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Good afternoon Mr. Tonazzo, (Peter). I just received the notice of application and public meeting for 22 MacDonald Avenue. Being a Realtor in the general vicinity, I know that the units are badly needed. So many of my Senior. Clients just don't have options to make a move out of their homes that they are not able to care for anymore. I feel this development is badly needed and I'm sure will be an attractive addition to the neighbourhood. Sincerely, Dale Godfrey, Broker of Record, Godfrey Realty Group Inc.

Appendix 8

Subject Property Maps



Application Map Series

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

Legal Department Reference

Property Information

Civic Address: 22 MacDonald Avenue
Roll No.: 020032069000000
Map No.:
Application No.: A-19-19-Z-OP
Date Created: December 2, 2019

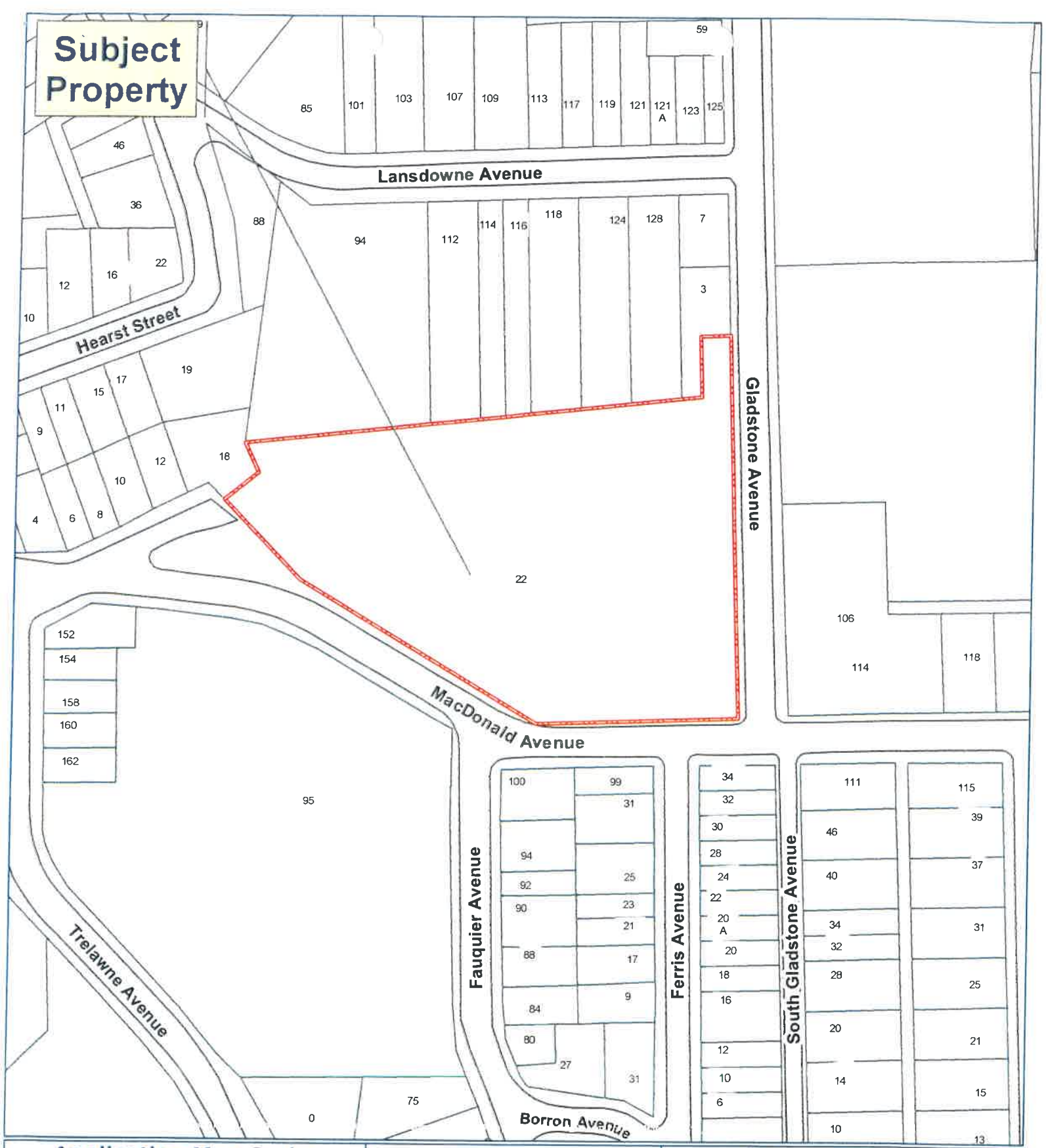
Legend

Subject Property 22 MacDonald Avenue
Parcel Fabric

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

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

0 10 20 40 Meters
1:2,000



Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 22 MacDonald Avenue
Roll No.: 020032069000000
Map No.:
Application No.: A-19-19-Z-OP
Date Created: December 2, 2019

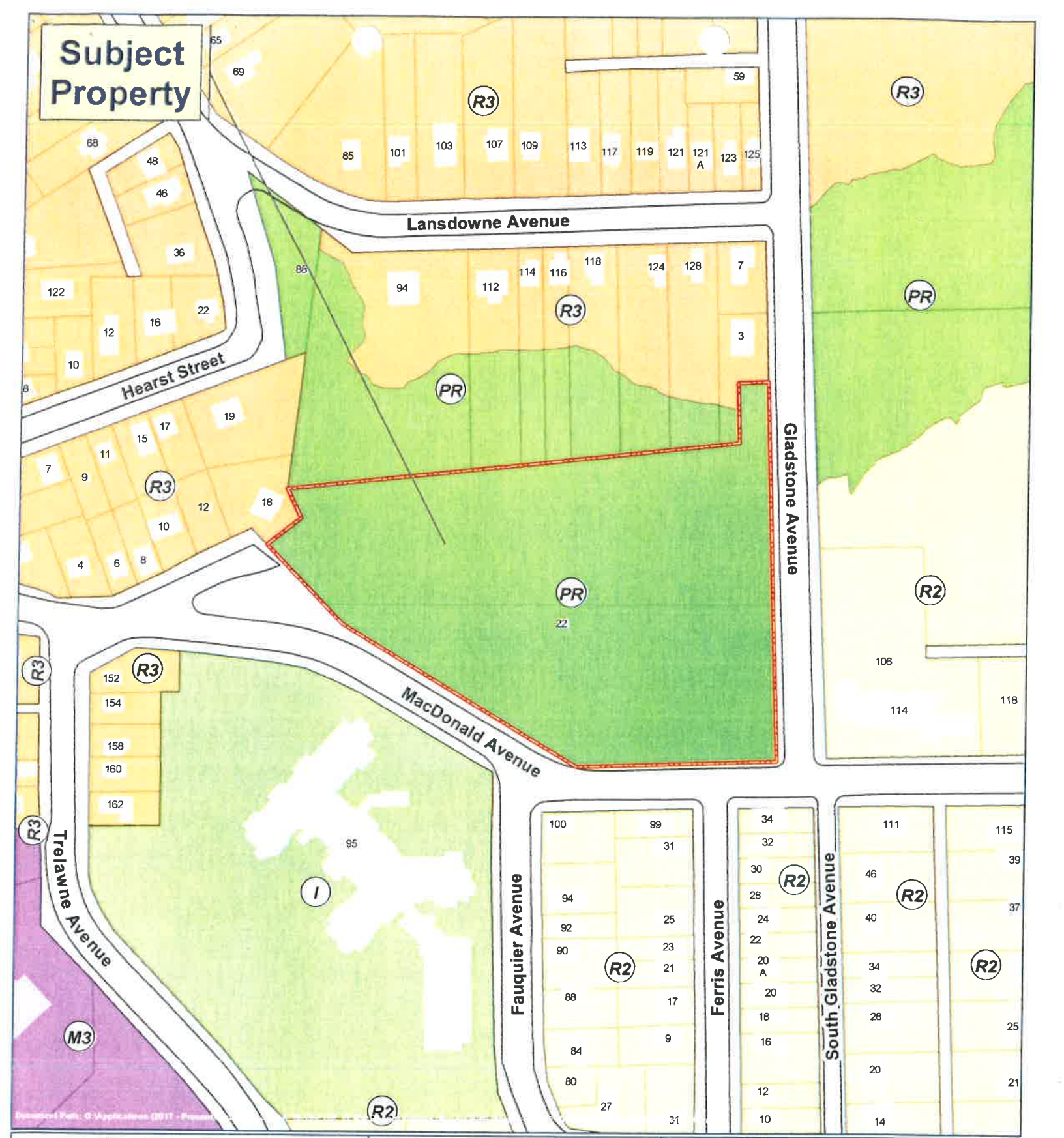
Legal Department Reference

Legend

Subject Property 22 MacDonald Avenue
Parcel Fabric

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

This map is for general reference only
Orthophoto None
Projection Details
NAD 1983 UTM Zone 16N
GCS North American 1983



Application Map Series

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

Property Information

Civic Address: 22 MacDonald Avenue
Roll No.: 020032069000000
Map No.:
Application No.: A-19-19-Z-OP
Date Created: December 2, 2019

Legend

C1 Traditional Commercial Zone
C2 Central Commercial Zone
C3 Commercial Transitional Zone
C4 General Commercial Zone
C5 Shopping Centre Zone
M1 Light Industrial Zone
M2 Medium Industrial Zone
M3 Heavy Industrial Zone
RE Estate Residential Zone
R1 Single Detached Residential Zone
R2 Low Density Residential Zone
R3 Medium Density Residential Zone
R4 High Density Residential Zone
R5 Mobile Home Residential Zone
I Institutional Zone
EM Environmental Management Zone
PR Parks and Recreation Zone
RA Rural Area Zone
RPA Rural Private Institutional Zone
RAG Rural Aggregate Extraction Zone
AIR Airport Zone
MU Mixed Use Commercial Zone
Parcel Fabric
Subject Property

City of Sault Ste. Marie

Planning and Enterprise Services

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

This map is for general reference only
Orthophoto None
Projection Details
NAD 1983 UTM Zone 16N
GCS North American 1983

0 10 20 40 Meters
1:2,000

N

Peter Tonazzo

From: Pam Gibbs [redacted]
Sent: Monday, January 6, 2020 12:38 PM
To: Peter Tonazzo
Subject: Request of Noice- Application No. A-19-19-Z.OP

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

This is a request to be notified if the proposed application No. A-19-19-Z.OP is approved.

Thank you in advance

Pamela Gibbs
[redacted]
Sault Ste. Marie ON
P6B 2R8

Sent from my iPad

Rachel Tyczinski

Subject: FW: Application A-19-19-Z.OP
Attachments: Appeal 2 Notification pg2.pdf; Appeal 2 Notification pg1.pdf

From: mary harrison
Sent: Tuesday, December 31, 2019 3:25 PM
To: r.tyczinski@cityssm.on.ca; Peter Tonazzo <p.tonazzo@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; Luke Dufour <l.dufour@cityssm.on.ca>; Harrison Bob
Subject: Application A-19-19-Z.OP

Good day and Happy New Year!
First: We are opposed to the rezoning of 22 MacDonald Ave. and the exemption of the developer from the city's requirement to provide 30% of the units at affordable rates. See both attached letters.
Second: We are prepared to speak to both issues at the council meetings when these applications are discussed.
Third: We are not sure where we can acquire the number and severity of traffic accidents on the relevant section of MacDonald Ave. especially the intersection of MacDonald Ave. and Pim St. Please provide us with that information or direct us to the appropriate contact.
Thank you for responding to our requests and we look forward to seeing you on January 6, 2020.

Bob and M.Loretta Harrison

December 29, 2019

[redacted].

Sault Ste. Marie, ON

P6B 1J7

Re: Application A-19-19-Z.OP

Dear Ms. Rachel Tyczinski, city clerk:

We are opposed to an amendment to the city's Offical Plan, which would eliminate the requirement that at least 30% of the proposed dwellings be affordable. The elimination would be in violation of city, provincial and federal policies and initiatives.
Other than the increased financial benefit to the developer, please outline how the elimination of that requirement would benefit the majority of the citizens in our city.
I believe that the proposed rents, at this time would be approximately $1,600 to $1,800. What is the city's official definition of 'affordable' housing?
Have other exemptions for this requirement been granted to other developers, how often and to whom?
Thank you for the prompt response to our concerns and questions.

Yours sincerely,

M. L. Harrison R Harrison

M. Loretta and Bob Harrison

Copies: Peter Tonazzo, Ward 2 councillors, neighbours

20

December 29, 2019

[redacted]

Sault Ste. Marie, ON

P6B 1J7

Re: Application A-19-19-Z.OP

Dear Ms. Rachel Tyczinski, city clerk:

We are opposed to the rezoning of 22 MacDonald Avenue. Our opposition is based on but not limited to Environmental issues, Ambience, Congestion and Disruption. It violates but is not limited to the following the City Official plan and policies, public safety, provincial policies and the plan for Northern Ontario.

Could you also clarify whether or not the residents of Collegiate Heights Seniors Home received copies of the Application and Public Meeting? Please include the rationale for that decision.

Yours sincerely,

M. Loretta and Bob Harrison

Copies: Peter Tonazzo, Ward 2 councillors, neighbours

Monday Jan 6th 2020

RECEIVED
CITY CLERK
JAN 06 2020
NO.:
DIST:

RE Application A-19-19-Z.OP

Dear Ms. Rachel Tyczinski, City Clerk

My Concern and That of Many Other Property Owners From The Proposed Development at 22 MacDonald Ave(Are: The Project in its Present Presentation Would Undeniably Bring About A Decrease In Our Property Values. The Height of An-8-Storey Building, is So Out of Place And Character To Everything Around it. The Contrast is To Great and Would Forever Change Dramatically The Look and Feel of What We like About This Neighborhood

We Believe This Would Be The Same Case For Many Potential Home Buyers, To Avoid The Area and Look Elsewhere With a Loss of Potential Buyers Certainly a Decline in Our Property Values Would Follow

Is This What City Council is Actualy Proposing if They Allow The Development To Proceed Unchanged, That We The Home Owners Could Lose Thousands of Dollars if and When we Decide To Sell

The Height of the Building is One of The Many Concerns of The Residents. Therefore The Height of 22 MacDonald Ave. Should Be Reduced To Negate The Threat of Decreased Property Values and To Better Fit In With its Surroundings

- 2-3 Storeys is The Norm in This Residential Neighbourhood

- Therefore The Height Shoul Stay Within The Norm, which Many of Us Feel Would Enhance The Neighbourhood in A Positive Way & Would Be Welcomed As Well

Sincerely - Your Neighbour
Blaine MacMillan

P.S. I Thought That The City Plan in Effect Now, Would Protect our Neighbourhood and Not Put it in Jeopardy To This Unneighbourly Takeover (Speak Up

Rachel Tyczinski

Subject: FW: Application A-19-19-Z.OP

From: Mick Minervini
Sent: Friday, January 3, 2020 10:28 AM
To: City Clerk <cityclerk@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; Luke Dufour <l.dufour@cityssm.on.ca>; Peter Tonazzo <p.tonazzo@cityssm.on.ca>
Subject: Re: Application A-19-19-Z.OP

Dear Ms. Rachel Tyczinski, City Clerk

We are opposed to an amendment to the city's Official Plan, which would eliminate the requirement that at least 30% of the proposed dwellings be affordable. The elimination would be in violation of city, provincial and federal policies and initiatives.
We have concerns with traffic and traffic studies. When were the last studies done. How much traffic will be generated by the complex? Has the fire hall to be built down the street on Gladstone been included in a traffic study.

Yours sincerely,

Domenic & Anne Minervini

Rachel Tyczinski

Subject: FW: 22 MacDonald Ave. Written Submission and Request to be notified of Decision

January 5, 2020

22 MacDonald Ave
Application No: A-19-19-Z.OP
Applicant: Joe Ruscio & John Martella

Peter Tonazzo, 99 Foster drive, Sault Ste. Marie, ON
P6A 5X6 AND Ms. Rachel Tysninski, City Clerk, Sault Ste. Marie.

Dear Mr. Peter Tonazzo, Planning Division, and Ms. Rachel Tysninski, City Clerk.

Re Proposed Change _ "The applicants wish to rezone the subject property from Parks and Recreation Zone (PR) to High Density Residential Zone (R5) to permit the 9 storey, 65-unit apartment Building. Furthermore, the applicants wish to amend the Official Plan by way of a notwithstanding clause to Policy HO.6, to eliminate the requirement that at least 30% of the dwelling units be affordable.
Please note that we are against rezoning 22 MacDonald Ave from Parks and Recreation to High Density Residential. " (from Notice of application & Public Meeting)

This is our written submission.

Students and parents of Sault Collegiate Institute, 1976 -77 protested the Highschool being closed. Parents went to school board meetings and had won the fight to have the school remain open. Later on in 1977, (after the agus that year had gone to print), the school board made the decision to phase out the grade 9's and indeed close the school with the promise made that the school would remain "community" as tax payers money had paid for the school and grounds for years.
The City Legal Department has checked the deed and found no indication on the deed, but has any attempt to find this information in the school board meetings/records been made? After the closing of Sault Collegiate Highschool, The school was used for French Immersion who also used the field, Adult Learning, and finally a Teen Centre which all fit in to the "community category". Was this field the trade off for selling the property the school actually sat on in order for the retirement home to be built or part of their green space at the time?

At what point did it become the city's? I believe it should stay and remain Parks and Recreation and should have never been sold by the city.

How does a man decide to buy a piece of property zoned Parks and Recreation and choose to put a 12-13 storey, now 8 storey building on it in the first place? When asked why he bought this property, Mr. Ruscio's response to me was because he liked the view. He was well aware that this property was zoned Parks and Recreation when he or Belex Corporation bought it. When was this property purchased by them?

I feel that his outrageous attempt to change the zoning to high density is an unreasonable request of the city. The sale of this land should have had a buy back clause subject to it so it could have been easily reverted

back to the city when his zoning request and plans for this piece of property were first discussed with Planning and became apparent. I sincerely hope that in the future, this becomes common practise when a request like this is being discussed especially if this was discussed before the actual purchase of the land.

As for the applicants seeking Council's approval to amend the Official Plan by eliminating the requirement that at least 30% of the proposed dwellings be affordable, I do not see how or why they would feel that this would be an allowable request or consolation prize considering that all other apartment buildings in the city are probably having to follow this rule as well.

Sault Collegiate Institute had a numerous amount of people that went on to do some remarkable things leaving their mark in this world. The Honourable David Johnston is one that comes to mind. The Site could have been used as a park to honour him or SCI alumni. community garden, or what ever other great idea someone may have for it to be kept community. There is no Senior's Park in Sault Ste. Marie that I know of and with the retirement home right across the street this may have been a good choice.

If the property at the old King George School is used for a new emergency/fire department, you then have the Gladstone Ave. park right across the street.

The Official Plan has High Density down town with the borderline being the Railway tracks from my understanding of statements made by Mr. Tonasso at a council meeting. If you open High Density to this area, 400 meters the other side of the tracks, as opposed to the down town area, you will be setting a precedence which may mean that anyone else that is 400 meters from the railway tracks may do the same in the future. Can you imagine MacDonald Ave. all the way down the hill to Black Dirt Road being incorporated with these requests? Mount St. Joseph? I can also see other developers trying to do the same on the still owned by the School Board St. James School Property, or property that has also been used for snow dumping along that same creek behind the Honda dealership, etc. Is that what the city wants? Is that what our community on top of the hill wants? I dare say NO.

There had been an article in sootoday.com in regard to when the city had tried to connect upper and lower Wilson Street in the past. Seems that landslides were a problem back then and that is why we still have upper and lower Wilson Street.

We are also concerned about the pile driving as our home has a unique T-roof I am told , and was built in either 1905 - 1912 depending on whether you look in museum records or the city's. My parents moved in to this house in 1959. We have experienced the pounding from the Algoma Theatre work on Queen Street East, years ago. The Borron Ave Sewer/Road reconstruction about ten years ago, rattling dishes in the china cabinet.

There has been comments already made in regard to MacDonald Ave not being a main artery in the city as well which is also one of the stipulations in High Density. I could see this happening on upper Pim Street possibly from MacDonald Ave to city limits highway 17 North, but not on 22 MacDonald Ave, a quiet area, with it's own uniqueness. Older and newer homes in this area, the larger lots, etc., make it truly a lovely part of the city. The proposed building does not fit in to the surroundings whatsoever. I have noticed that the new French Immersion School on Northern Ave. is very similar to the proposed building, only spread out compared to eight stories high and compliments that area where the old Alexander Henry Highschool used to be.

The Conservation Authority is supposed to do a study of this property incorporating the "gully" what effect this building may have on it. Does this incorporate the different seasons of the year? Will this study be available to the public as well as the soil sample report which I believe has already taken place?

I feel that this building is a huge mistake and should not be pursued at all in this area. I also believe that selling off this piece of property by the City was a mistake especially under these circumstances and should be reverted back to the city.

I wish to be notified of the decision of Council of the City of Sault Ste. Marie to adopt or refuse this application along with an explanation of their actions if they so choose to accept this change.
Sincerely

Mrs. Trudy Taylor (nee Modritsch)
for Mrs. Theresia Modritsch

Rachel Tyczinski

Subject: FW: Citizen objection to proposal for 22 MacDonald City Planning Application number A-19-19-Z-OP

From: Art Osborne
Sent: Monday, January 6, 2020 2:14 PM
To: Mayor Provenzano <mayor.provenzano@cityssm.on.ca>; Paul Christian <p.christian@cityssm.on.ca>; Sandra Hollingsworth <s.hollingsworth@cityssm.on.ca>; Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; Donna Hilsinger <d.hilsinger@cityssm.on.ca>; Matthew Shoemaker <m.shoemaker@cityssm.on.ca>; Marchy Bruni <m.bruni@cityssm.on.ca>; Rick Niro <r.niro@cityssm.on.ca>; Corey Gardi <c.gardi@cityssm.on.ca>; Matthew Scott <m.scott@cityssm.on.ca>
Cc: Peter Tonazzo <p.tonazzo@cityssm.on.ca>
Subject: Citizen objection to proposal for 22 MacDonald City Planning Application number A-19-19-Z-OP
.

Mayor and Members of Council
Via email
January 6, 2010

Re: City Planning Application number A-19-19-Z-OP being a second proposal for 22 MacDonald, this submission by Bellex Corporation

As a longtime resident of the impacted area I'm writing to object to the above application based on:

1. the revised project remains too much building for a site in a long-established primarily single family area that to some is already under development stress and without an overall impact analysis (if one exits, it seems residents are not aware of it)
2. some information seems incomplete, subject to various interpretations and contradictory; neighbourhood privacy concerns
3. if there is to be any development on the site it should also help to meet the affordable housing need in our community
4. apparent City Planning 'not necessarily' position regarding impacts on citizen's property values by developments
5. the requirement to file a submission to be entitled to file an appeal/be added as a party to Local Planning Appeal Tribunal

Item 1:
- more than doubling of immediate area residential population density from approx. 110 to 253 would result (Average household size per Census Canada 2016 Sault Ste. Marie profile, 2.2)
- unresolved traffic issues (including resident anticipated street crossing and traffic concerns at MacDonald/Gladstone, notwithstanding the Mississauga-based traffic consultant report)
- the impacted neighourhood has experienced two four-unit buildings on Melrose at Bruce that were built/occupied last fall; the recent private development of the former city jail property Melrose/McNabb, now home to a number of businesses with more anticipated; an upcoming

repurposing of the soon to be empty Agero building, Bruce/McNabb; reported development of the former King George school property on Gladstone for a new fire hall; all of this is in addition to the proposed high density apartment tower; all actual/proposed developments are in the absence of a cohesive, overall plan assessing cumulative impacts on the existing neighbourhood and residents/taxpayers

Item 2:
- there seems confusion about the 30% affordable housing matter; since the beginning the developer has been seeking relief from that community need but recently City Planning has said the requirement doesn't exist/apply? "While many of the policies contained within the Comprehensive Set of Policy Statements were carried forward in subsequent Provincial Policy Statements, the specific requirement 'opportunities will be provided for no less than 30% of new dwelling units created through development, and intensification to be affordable housing' was not." (more on this in Item 3)
- the November 21, 2019 Information Meeting conducted by the proponent made reference to: 1) a separate engineering firm review/comment on the development 2) drone photos 3) traffic study; no information/details/images from any of the three were provided; affected residents saw the information for the first time in the Council agenda package allowing little time to review/assess/comment
- it seems the drone photos were taken from the approximate six floor level - one wonders why they weren't taken from the proposed eighth floor level? The material made reference to these photos being taken in the spring when a 12-storey tower was being considered. Photos and sight lines commentary makes reference to tree canopy cover but neglects to mention that's only in place for a few months and even then it seems inadequate to ensure continuation of existing privacy; in addition, east, south east, south west and south drone images show unobstructed views from the tower to neighbouring properties
- from the site plan it appears the building location was changed making room for a possible second structure at some future time; the developer's response at an Information Meeting did not meet resident's needs for assurances there would not be a second tower at some future time
- a November 2019 letter from the developer to residents in the impacted area referred to a 'condominium/apartment development', but at the Information Session the proponent indicated there would be no condos and this seems confirmed by Council agenda materials; this, and overlooking the affordable housing exemption requirement, by both the developer and City in August 2019, makes those involved hope current materials are complete and correct

Item 3:
- How does Bill 108, the More Homes, More Choice Act, 2019 apply?
- How does the Association of Ontario Municipalities position apply? "Municipal governments have a range of tools under provincial legislation to facilitate affordable housing development. One promising tool is inclusionary zoning as it requires a share of affordable housing in new developments…..It can help fill in the gap in 'missing middle' income housing if provincial rules allow it to be used in broader situations." "Recommendation #15: That the provincial government provide further information and promote awareness among municipal governments of their ability to enact inclusionary zoning by-laws, including on the new rules following the Royal Assent of Bill 108." - from the paper "Fixing the Housing Affordability Crisis Municipal Recommendations for Housing in Ontario 14 August 2019"
- While the 22 MacDonald development as proposed is not acceptable, if there ever is any development on the site, it should contribute to a community need to increase affordable housing, a need well-identified by SHAPE The Sault and other City documents. As City Planning said at a combined Algoma University/Sault College housing Information Session, December 2019: "Everyone deserves a safe affordable place to stay." "There's a real issue of affordability in Sault Ste. Marie."

- “Affordability - The City and its partners will aim for maintaining at all times a target of 30% available units of ownership housing and rental housing that are considered affordable for low-to-medium income individuals and households.” from SHAPE The Sault

Item 4:
- From the Planning Department report: “It is worth noting that property value impacts are not necessarily a valid planning argument for supporting or objecting to a particular application.”
- Citizens will look to Council to attach importance to current neighbourhood residents property values and consider if they will be devalued as result of a tower in the single family area and/or as a result of its proposed year long construction (time frame provided by developer at November 2019 Information Session) and/or as a result of possible residential structural damage during construction and/or in combination with other development in the neighbourhood

Item 5:
- self-explanatory

Thank you for your attention to this important community matter and, for the concerns above and additional ones presented by others, consider declining this proposed development.

Respectfully submitted,

Art Osborne

cc - Planning Department
- L. Pond; L.M. Harrison

Lynden Pond
[redacted]
Sault Ste. Marie,
Ont. P6B2P4

Mon. Jan. 6, 2020

Mr. Peter Tonazzo
Senior City Planner
City of S.S.M.

Re: Application # A-19-19 Z.OP.

Dear Mr. Tonazzo, I am in strong opposition to the re-zoning of 22 MacDonald Ave. From Parks and Rec. To R5 High Density housing to facilitate the construction of an 8 storey high-rise apartment/ condo building.

I also am also opposed to the amendment to Policy HO.6 of the Official City Plan regarding the affordable housing requirement .

As you know, I am one of the appellants involved in an appeal to L.P.A.T. in 2019. A-8-19-Z. Which was granted a hearing date , which was cancelled due to withdrawal of the application and City Council overturning it's re-zoning of the property.

I appreciate that the developers proposed a lower building height 8 floors from 12. I also appreciate Mr. Ruscio for saying on record that " the developer will pay for damages, if damage ensues and it is attributed to construction." Many of us are concerned about the vibration of pilings being driven damaging our century old homes.

The applicants are asking City Council to amend the Official City Plan (OCP) by eliminating the 30% Affordable Housing requirement.(Policy HO.6) Provincial legislation outlined in the Provincial Policy Statement (PPS), reads , " Planning authorities shall provide for an appropriate range and mix of housing establishing and implementing minimum targets for housing that is affordable"

Giving the developers an exemption from the affordable housing clause is contrary to Provincial Policy and renders our Official City Plan non-conforming.(Relevant documents are attached.)This itself could be appealed.

/.

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the *regional market area* by: O. C. Plan has this set at 30%

a) establishing and implementing minimum targets for the provision of housing which is *affordable* to *low and moderate income households*. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;

b) permitting and facilitating:
   1. all forms of housing required to meet the social, health and well-being requirements of current and future residents, including *special needs* requirements; and
   2. all forms of *residential intensification*, including second units, and *redevelopment* in accordance with policy 1.1.3.3;

c) directing the development of new housing towards locations where appropriate levels of *infrastructure* and *public service facilities* are or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, *infrastructure* and *public service facilities*, and support the use

Affordable: means

a) in the case of ownership housing, the least expensive of:
   1. housing for which the purchase price results in annual accommodation costs which do not exceed 30 percent of gross annual household income for *low and moderate income households*; or
   2. housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the *regional market area*;

b) in the case of rental housing, the least expensive of:
   1. a unit for which the rent does not exceed 30 percent of gross annual household income for *low and moderate income households*; or
   2. a unit for which the rent is at or below the average market rent of a unit in the *regional market area*.

According to CMHC, in October 2018, median rents in SSM were as follows:

Median Monthly Rents in Sault Ste. Marie

Bachelor	$600
1 Bedroom	$776
2 Bedroom	$945
3+ Bedroom	$895
TOTAL	$891

The applicant anticipates that rents will be between $1400-$1900 the Provincially defined affordable monthly rent in Sault Ste. Marie is $886.

OFFICIAL CITY PLAN – Housing – 2.5 **Housing** Pg. 14

HO.6 For all urban residential developments greater that 50 units, the developer shall be required to provide a statement of affordability ensuring that opportunities for creating a range of housing types are provided so that no less than 30% of the new dwellings are affordable. Wherever feasible 50% of all affordable housing provided shall be affordable to low income households as defined by the Ministry of Municipal Affairs and Housing.

20

The Official City Plan speaks to the need for new developments to replicate or respond to the existing colour, texture, scale, and massing to harmonize with the existing street-scape. Despite the changes to the original design, this modernist structure does not harmonize with the surrounding neighborhood comprised of 2-3 storey older homes.

Peter Tonnazo summed up this concept when addressing the development on Kohler Ave. A very similar well established older neighborhood.
" These exterior alterations will enhance the buildings aesthetics and create a more residential look....which will complement the older homes "
(see attached SooToday article by D. Helwig July 16 2018) .

Why is our Collegiate Hill Top neighborhood not being given the same respect for the aesthetics of the surrounding housing? Good city planning is usually sensitive to this issue.

The developer when questioned cited generous set backs as a reason to not have to consider the existing social fabric in the building design. I don't feel this is a valid argument given the fact that the structure towers over not only the neighborhood, but the entire city itself !
(Refer to the aerial photos taken from the 6th floor . City Planning Report)

The buffer zone for my house is only 50 ft. (25 ft. + the road) from a large parking garage and parking lot. The view from the homes on MacDonald Ave Fauquier Ave, and Collegiate Heights retirement home will be severely impacted!
At the information meeting 20/24 people in attendance opposed this development. 113 (120 final count) signed petitions against the proposed structure.
There are additional concerns residents have Re. An increase of traffic (30% increase on Gladstone Ave) ,Re. concerns about the viability of such a tall building on sloped and hazardous land. Surely the Developers and City Planning can come up with a more suitable site for an 8 storey luxury condo/apartment building

I wish to be informed of City Council's decision. Respectfully, Lynden Pond.

3-

Look what they're doing with the old Alex Muir Public School (3 photos)

Jul 16, 2018 7:34 PM By: David Helwig



1 / 3 Ruscio Masonry and Construction Ltd. downscaled its proposed housing project at 188 Kohler St., eliminating one of the original three storeys



Sault Ste. Marie City Council tonight approved zoning changes allowing 188 Kohler St. to be converted into a 16-unit apartment building.

Ruscio Masonry and Construction Ltd. originally proposed a three-storey, 26-unit on the western part of the site just south of Wellington St. E., but ultimately decided to remove the upper storey.

Council agreed in 2016 to allow eight townhouse dwellings on the eastern side of the property.

Two townhouses built there have been severed from the property and six others are currently being built.

Twenty parking spaces will be provided for the new apartment building, including four barrier-free spaces.

The site plan shows a three-point turning area for the parabus near the trash bins, but Sault Transit has indicated parabus access will be refused if the vehicle has to back up on the property.

"Significant exterior alterations are proposed, including new windows, wall treatments and a gabled roof," says Peter Tonazzo, senior city planner.

"These exterior alterations will enhance the building's aesthetics and create more of a residential look and feel to the building, which will complement the older homes and recently constructed townhouses in the well-established neighbourhood," Tonazzo said in a report to Mayor Provenzano and city councillors.

City Council's rezoning approval requires that a 1.8-metre wood fence be built across the rear lot line adjacent to the proposed parking area.

"The site design will also facilitate the retention of the mature vegetation along the north and south side lot lines," Tonazzo said.

"In addition to providing appropriate buffering, this vegetation is also an important part of the character of the area."

4.



3. South



4. South West



2.3.1 **Residential**

OFFICIAL CITY PLAN
REVISED 2006 01 18

Introduction

Residential land use primarily includes buildings used as dwellings. Other uses associated and accessory to the residential uses that contribute to the completeness of the neighbourhood but do not depreciate or affect the amenity of the residential environment are permitted. Such uses include, but are not limited to, elementary schools, social and recreation centres, local and Neighbourhood parks, churches, group home facilities licensed, funded or operated by a Federal or Provincial agency, *correctional group home* facilities, and other institutional uses. Small scale commercial uses which are compatible with the residential nature of the area, such as convenience stores, day care centres, home occupations and bed and breakfast establishments are also permitted.

Current population projections for the City do not indicate major growth. However, declining family size and old housing stock may offer opportunities for limited residential development. Projected residential construction over the next 20 years can be accommodated within the existing urban form.

Policies

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. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core.

"Shall"

R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.

The Ontario Building Code defines " high rise buildings" as those being seven stories or more.

Zoning Map- Official Plan

1-22 MacDonald Ave.

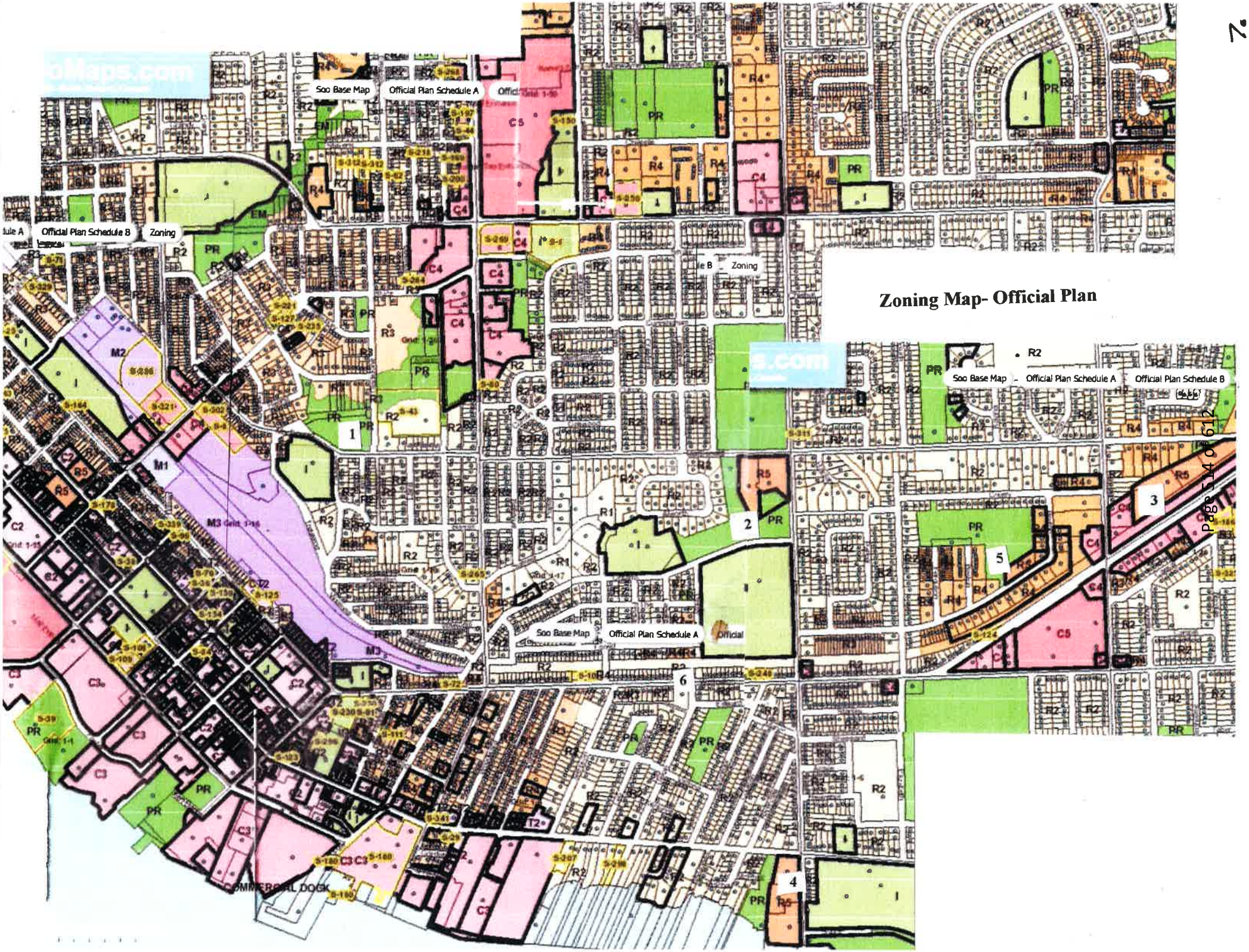
2- R5-Pine and MacDonald
Mid rise 6 storey

3&5- R5 major artery
Trunk Rd.

4- R5 waterfront and
M.A. Bay St.

6- Wellington Street
Major artery and Northern boundary
Of Downtown core.

6.



Zoning Map- Official Plan

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-1

TRAFFIC: (T2) A by-law to consolidate amendments to Traffic By-law 77-200.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **BY-LAW 77-200 SCHEDULES AMENDED**

   Schedules A to Z inclusive and Schedule AA to Traffic By-law 77-200 are amended by listing the items alphabetically in each respective schedule.

2. **SCHEDULES**

   Schedules A, AA, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z of By-law 77-200 form part of By-law 2020-1 and By-law 77-200.

3. **EFFECTIVE DATE**

   This by-law is effective from the date of its final passing.

PASSED in open Council this 6th day of January, 2020.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\TRAFFIC BY-LAWS\2020\2020-1 TRAFFIC T2.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-2

DELEGATION TO CITY SOLICITOR: (PR1) A by-law to amend By-law 2018-55 being a by-law to authorize the City Solicitor, in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete acquisitions and transfers of property, including Teraview (electronic documentation) once the transaction has been authorized by City Council by Council Report and/or By-law.

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to section 23.1(1) of the *Municipal Act, 2001,* c.25, **ENACTS** as follows:

1. **BY-LAW 2018-55 AMENDED**

By-law 2018-55 is amended as follows:

Add under Paragraph 2 EXECUTION OF DOCUMENTS:

The powers delegated to the City Solicitor and her/his designate under Section 1 of this by-law include the power to execute all electronic documents that have been approved by City Council by Council Report and/or by-law.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 6th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-2 BY-LAW TO AMEND BY-LAW 2018-55 DELEGATE SIGNING - CITY SOLICITOR.DOCX

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW NO. 2020-3

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 225 to the Official Plan for the City of Sault Ste. Marie (35 Cedar Street, 2135166 Ontario Inc. c/o Stan Elliott).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 225 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.

2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2020\2020-3(OP) 2020-4(Z) 2020-5(DC) 35 Cedar Street\By-law 2020-3(OP).docx

AMENDMENT NO. 225
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION

ST MARYS PT SEC 6 RP 1R5367 PART 3 AND PT PART 2, Located on the south corner of the Y-intersection of Cedar Street, Tancred Street and Maple Street, with approximately 83 metres of frontage along Cedar Street and 46 metres of frontage along Tancred Street. Civic Number 35 Cedar Street.

BASIS

This Amendment is necessary in view of a request to permit certain commercial uses on the subject property.

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

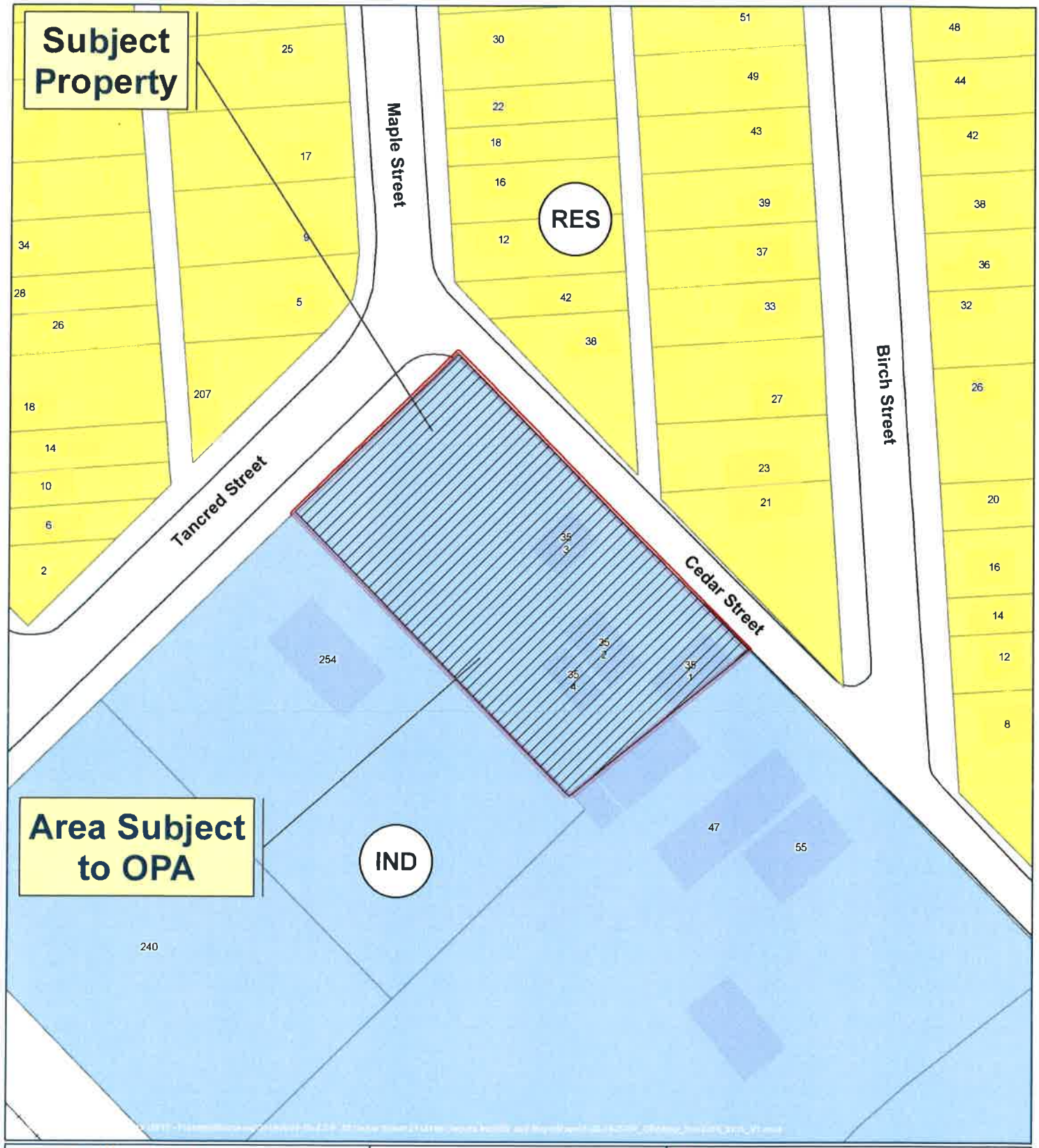
Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C to the Sault Ste. Marie Official Plan is hereby amended by re-designating the subject property from Industrial to Commercial.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will apply to this Amendment.



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☑ Official Plan Amendment

Official Plan Amendment No.
225

Property Information

Civic Address: 35 Cedar Street
Roll No.: 040018151000000
Map No.: 26/1-29
Application No.: A-20-19-Z.OP
Date Created: October 29, 2019

Legend

Residential
Commercial
Institutional
Parks Recreation
Industrial
Rural Area
Airport Lands
Subject Property 35 Cedar Street
Parcel Fabric

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
1:1,600

N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-4

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 35 Cedar Street (2135166 Ontario Inc. c/o Stan Elliott).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **CEDAR STREET; LOCATED ON THE SOUTH CORNER OF THE Y-INTERSECTION OF CEDAR, TANCRED AND MAPLE STREETS; CHANGE FROM M2 TO C1.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 26/1-29 of Schedule "A" to By-law 2005-150, is changed from M2 (Medium Industrial) zone to C1.S (Traditional Commercial) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(390) and heading as follows:

"2(390) 35 Cedar Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south corner of the Y-Intersection of Cedar, Tancred and Maple Streets and having civic no. 35 Cedar Street and outlined and marked "Subject Property" on the map attached as Schedule 390 hereto is changed from M2 (Medium Industrial) zone to C1.S (Traditional Commercial) zone with a "Special Exception", subject to the following special provisions:

i) That the north east lot-line setback (fronting Cedar Street) be reduced from 5 metres to 2.9 metres for the eastern most building (building 1);
ii) That "*nursing and residential care facilities", "residential dwellings", and "rooming houses"* be excluded as permitted uses on the subject property."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

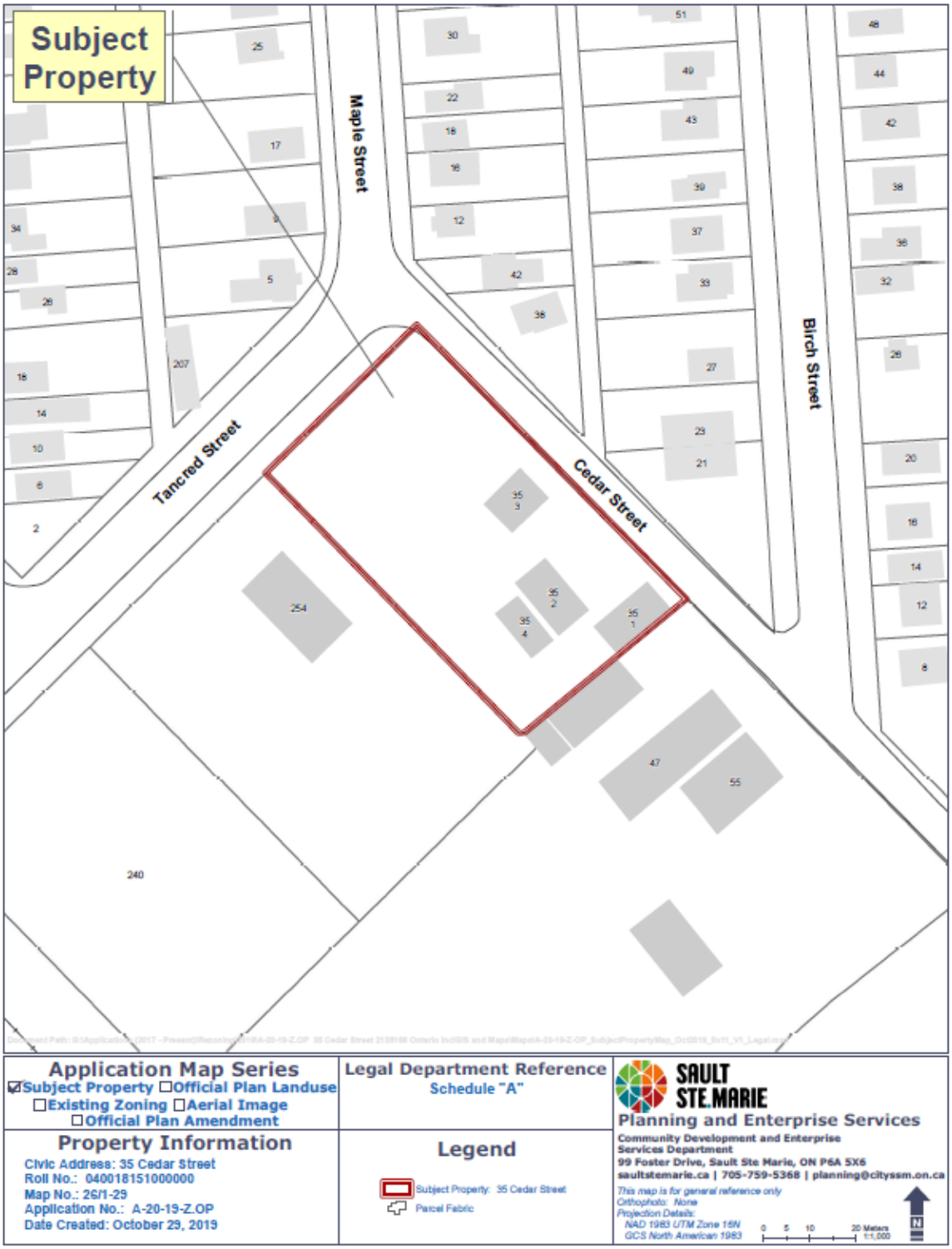
PASSED in Open Council this 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYZCINSKI

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SCHEDULE “A” TO BY-LAW 2020-4 AND
SCHEDULE 390 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-5

DEVELOPMENT CONTROL: A by-law to designate the lands located at 35 Cedar Street an area of site plan control (2135166 Ontario Inc. c/o Stan Elliott).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001.*

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



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

Legal Department Reference
Schedule "A"

Property Information
Civic Address: 35 Cedar Street
Roll No.: 040018151000000
Map No.: 26/1-29
Application No.: A-20-19-Z.OP
Date Created: October 29, 2019

Legend
Subject Property: 35 Cedar Street
Parcel Fabric

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

This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983
0 5 10 20 Meters
1:1,000
N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-6

AGREEMENT: (C3.30) A by-law to authorize the execution of the Agreement between the City and 882206 Ontario Inc. (Frank Spina) to extend the existing lease agreement for another five (5) years.

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 6, 2020 between the City and 882206 Ontario Inc. (Frank Spina), a copy of which is attached as Schedule "A" hereto. This Agreement is to extend the existing lease agreement for another five (5) years.

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 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2020\2020-6 John Rhodes Lease.docx

Schedule “A”

This Agreement made this 6th day of January, 2020

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

B ETWEEN: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

hereinafter called the "Landlord"

-and-

882206 ONTARIO INC.

hereinafter called the "Tenant"

WHEREAS the Landlord and the Tenant entered into an original Lease Agreement on March 1, 2000 regarding the demised premises;

AND WHEREAS the original Agreement was authorized by By-law 2000-53 passed by the Landlord on March 6, 2000, for a lease term of five (5) years commencing on March 1, 2000 and expiring on February 28, 2005;

AND WHEREAS the Landlord and Tenant entered into a new Lease Agreement authorized by By-law 2005-16 which was passed by the Landlord on February 7, 2005 for a lease term of five (5) years, commencing on March 1, 2005 and expiring on February 28, 2010, with the option of three (3) further renewal terms of five (5) years each,

AND WHEREAS the Tenant exercised its first of three (3) renewal options for renewal of the Lease which was formalized by way of Lease Agreement authorized by By-law 2010-47, passed by Council on February 22, 2010. The recitals to this Lease Agreement incorrectly noted that the Tenant has exercised its second of three (3) renewal options when in fact the Tenant had only exercised one (1) of its three (3) renewal options;

AND WHEREAS the Tenant exercised its second of three (3) renewal options for renewal of the Lease which was formalized by way of Lease Agreement authorized by By-law 2015-37 passed by Council February 9, 2015;

AND WHEREAS the Tenant has by this Lease Agreement now exercised its third and final renewal option for this Lease Agreement;

NOW THEREFORE IN CONSIDERATION of the sum of $2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

IN CONSIDERATION of the sum of $2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

1. In this lease:

a) "Demised Area" shall mean a pro shop comprising a portion of the John Rhodes Centre and shown on Schedule "A" consisting of 680 square feet of leaseable area.

b) "Gross Revenue" means all sales, receipts and receivables of the Tenant and any licensee, concessionaire, sub-Tenant or other person from all business conducted at, in, upon or from the Demised Area and without limiting the generality of the foregoing, includes:

(i) The entire amount of the sales price whether for cash, credit or otherwise, of all sales of goods, wares and merchandise and charges for services (including amounts received for equipment rentals) made or performed at, in, upon or from Demised Area.

(ii) Amounts received or receivable in respect of orders taken or received at the Demised Area (although such orders may be filled elsewhere).

(iii) Amounts received or receivable in respect of orders made or performed pursuant to mail, telephone, or other similar orders received a the Demised Area.

(iv) Gross receipts from public telephones and from coin operated or other vending devices at, in or about the Demised Area.

(v) Gross receipts or receivables which the Tenant or any licensee, concessionaire, sub-Tenant or other person carrying on business at, in, upon or from the Demised Area would in the normal course of its business and in accordance with generally accepted accounting practice attribute thereto.

No deduction shall be made for uncollected accounts and each sale or service made or performed on credit, or cash and credit shall be treated as a sale or service made or performed for the price charged in the month during which it was made or performed, irrespective of when payment is made.

"Gross Revenue" shall not include:

(i) Cash or credit refunds to customers or transactions otherwise included in Gross Revenue.

(ii) Any money collected and paid out for any federal, provincial or municipal taxes which the Tenant is required to collect as a direct and separate tax from its customers and which are not included in the retail sales price of the merchandise sold

(iii) The exchange or transfer of merchandise between the stores of the Tenant where such exchange or transfer of merchandise is made solely for the convenient operation ofthe business of the Tenant and not for the purpose of consummating a sale at, in, from or upon the Demised Area or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Area.

c) "Manager" shall mean the Landlord's Manager of Community Centres.

2. The Landlord hereby demises and leases the Demised Area to the Tenant for a term of five (5) years commencing February 29, 2020, and expiring February 28, 2025, on the terms and conditions set out in this lease with rent payable on the 10th day of each month during the term.

3.

a) The Tenant shall pay the Landlord rent consisting of:

   i) an annual base rent as set out in Schedule "B" and for the purpose of this lease, the gross leasable area is agreed by the parties to be 680 square feet, plus

   ii) a percentage rent as set out in Schedule "B" of the Tenant's gross revenue for each year of the lease.

b) The percentage rent shall become due and be paid quarterly as Additional Rent not later than fifteen (15) days after the last day of each quarter of each lease year based upon the gross revenue of the Tenant during such quarter of each lease year based upon the gross revenue of the Tenant during such quarter as shown by the monthly statements submitted by the Tenant as required under this lease.

c) On or before the fifteenth (15th) day after each month of the term of this lease and on or before the fifteenth (1 5th) day after the termination date of this lease the Tenant shall provide to the Landlord a statement in writing signed and verified by the Tenant and setting forth the amount of the Tenant's gross revenue for the proceeding month.

d) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:

   i) its own cleaning costs.

   ii) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which can be billed monthly to the Tenant by the Landlord.

   iii) any goods and services tax payable as a result of the Tenant's occupancy and use of the Demised Area and any provincial sales tax.

   iv) common area costs, shared on a pro rata basis for utility costs, cleaning costs, snow removal costs, and security, at the rate of Fifty-One ($51.00) Dollars per month.

e) The Tenant shall keep or cause to be kept on the Demised Area or in such other location as the Landlord may approve in writing, full, true and accurate records in reasonable form and detail approved by the Landlord of all business at the Demised Area from which the gross revenue may be accurately determined and to which the Landlord and its employees and agents or any auditor or auditors appointed by it shall have access at any and all times during business hours of the Tenant for the purpose of examination or audit.

4.

a) The Tenant covenants with the Landlord:

(i) to pay rent;

(ii) to pay all charges (including penalties and interest) for water, electricity and other utilities supplied to the Demised Area, directly to the supplier thereof in each case;

(iii) not to make changes in the Demised Area except in accordance with plans therefor which have been submitted to, and approved by, the Manager, such approval not be unreasonably withheld and to make any such changes expeditiously in a good and workerlike manner (including property clean-up) to the satisfaction of the Manager;

(iv) to keep the Demised Area in a clean and well ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Manager;

(v) to use the Demised Area only for the purposes of a pro shop. For the purposes of this lease a pro shop shall be defined to mean the sale and servicing of sports products and shall include skate sharpening and repair. The pro shop shall not be allowed to sell food or drink products.

(vi) not to assign or sublet this lease without the permission of the Landlord and the Landlord will not unreasonably withhold that permission.

(vii) not to erect any signs on the Demised Area without the written consent of the Manager;

(viii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (v) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;

(ix) to take at its own expense all measures necessary to ensure to the Manager's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;

(x) not to store inflammable or explosive substances on the Demised Area;

(xi) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;

(xii) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Manager's satisfaction, and

(xiii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term.

5. The Tenant shall operate seven days per week. The Tenant's hours of operation shall be from Monday to Friday, 2:00 p.m. to 10:00 p.m. and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m., unless otherwise agreed to in writing by the Manager of Community Centres.

6. The Tenant covenants that the entrance and exit to the Demised Area shall be:

a) in the case of the exterior entrance being from the north side of the main arena entrance; and

b) in the case of the interior entrance being in the corridor adjoining the pool only and the Tenant shall cause proper signs in this regard to be erected.

7.

a) If the Tenant or any assignee or sub-Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy Act and Insolvency Act, R.S.C. 1985, c. B-3, or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the tease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.

b) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.

c) This indenture makes provision for re-entry by the Landlord on nonpayment of rent or non-performance of covenants.

8.

a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, awards, losses, costs, (including legal costs on a substantial indemnity basis) charges, damages, actions, suits and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area covered under this Agreement or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.

b) The Tenant shall, at all times during the currency of this Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:

i. insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and

ii. a minimum of Two Million ($2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario.

iii. The Landlord shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Landlord’s Risk Manager, shall be provided to the Landlord prior to the commencement of the Term.

iv. Every policy or policies of insurance maintained shall provide cross-liability coverage and waiver of subrogation and the Landlord may require the Tenant to supply evidence thereof from time to time.

c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, awards, losses, costs (including legal costs on a substantial indemnity basis), charges, damages, actions, suits and other proceedings under the Construction Lien Act, R. S. O. 1990, c. C.30, in

connection with any work done for the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

d) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.

e) The provisions of this clause 8 will continue to apply, notwithstanding cessatión of the tenancy created by this indenture, throughout the period(s) during which activities take place pursuant to paragraphs (xii) and (xiii) of clause 4(a) of the lease.

9. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this lease.

10.

a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed.

in the case of notice to the Landlord to:

Manager of Community Arenas
Community Services Department
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant to:

882206 Ontario Inc.
260 Elizabeth Street
Sault Ste. Marie, Ontario P6A 6J3

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, 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 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

b) The authority of the Manager shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.

11.

a) All sums, for rent or otherwise, payable to the Landlord under this lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.

b) The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

12.

a) The Landlord covenants that it shall install systems capable of heating, ventilating and air conditioning the Demised Area, other leasable premises in the John Rhodes Centre and the common facilities and administrative areas of the John Rhodes Centre to reasonable temperatures for the reasonable use thereof, as determined by the Landlord.

b) In the event of any breakdown in the heating, ventilating or air conditioning systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.

13. The Landlord or any employee or agent of the Landlord shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:

a) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;

b) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both:

c) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.

14.

a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.

b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.

c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.

d) All rights and remedies of the Landlord under this lease shall be cumulative and not alternative.

15.

a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this lease to the other with respect to any obligation under this lease which has accrued up to the date of such termination but not been properly satisfied or discharged.

b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease other than as set out in this lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.

c) The provisions of this lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

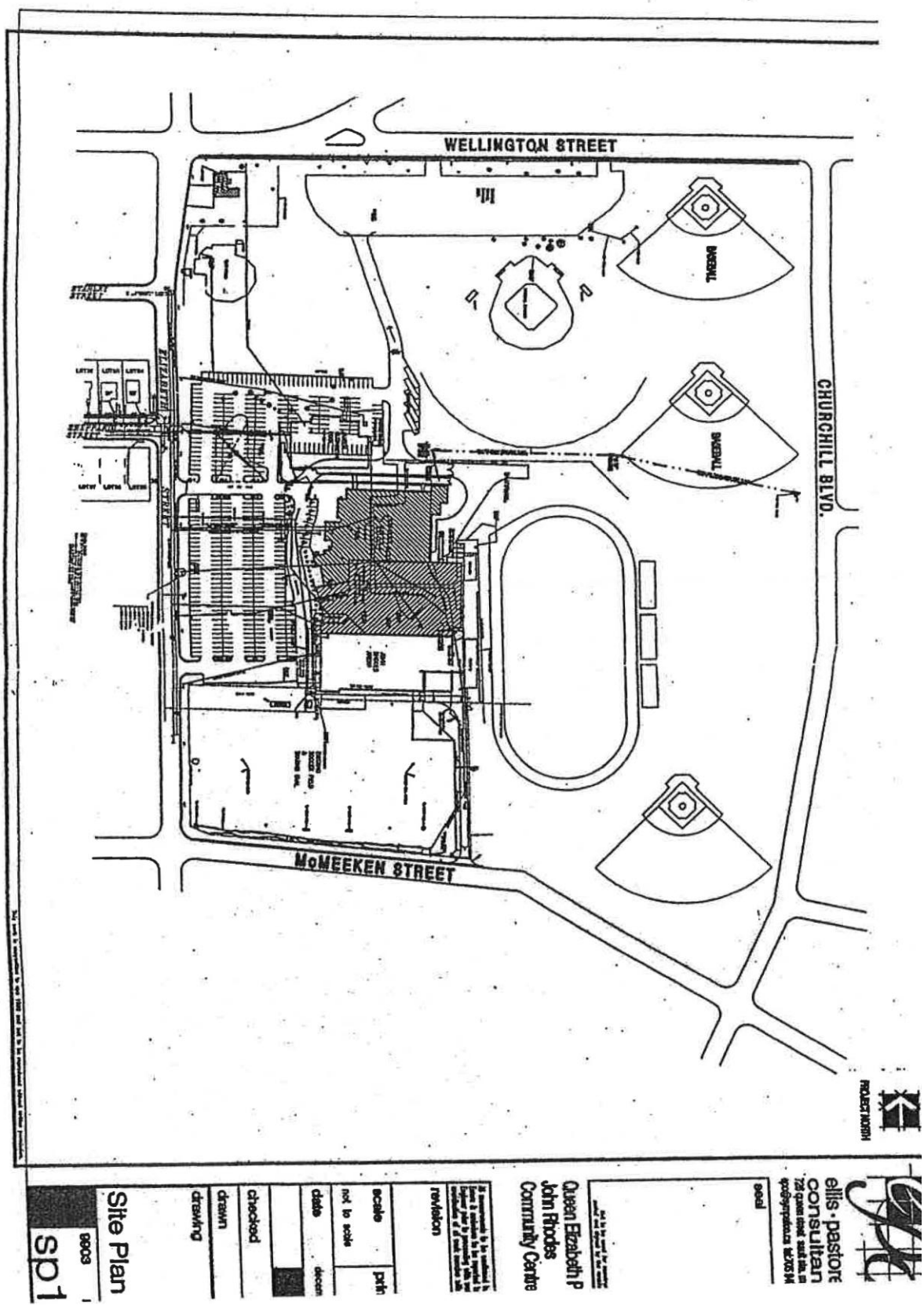
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

882206 ONTARIO INC.

PRESIDENT –
I have the authority to bind the corporation

Schedule A


WELLINGTON STREET
CHURCHILL BLVD.
McMEEKEN STREET
BASEBALL
BASEBALL
PROJECT NORTH
ellis • pastore
consultan
Queen Elizabeth P
John Rhodes
Community Centre
seal
revision
scale
not to scale
date
drawn
checked
drawing
Site Plan
sp1

Attached to and forming part of a Lease Between
The Corporation of the City of Sault Ste. Marie, Landlord
and
882206 Ontario Inc., Tenant

Schedule "B"

John Rhodes Community Centre
Pro Shop — Financial Agreement

Item #1 – Base Rent Per Year

Year 1	Year 2	Year 3	Year 4	Year 5
$8.67 per sq. ft.	$8.67 per sq. ft.	$8.67 per sq. ft.	$8.67 per sq. ft.	$8.67 per sq. ft.
$5,895.50	$5,895.50	$5,895.50	$5,895.50	$5,895.50

The rental rate for May, June, July and August will be reduced by $5.00 per square foot. This reflects a reduction in the use of the facility. This is calculated in the above annual rental figure.

Item #2 – Percentage Rent - this calculated on 7% of sales over the amount listed below for each year

Year 1	Year 2	Year 3	Year 4	Year 5
$ 129,524	$ 129,524	$ 129,524	$ 129,524	$ 129,524

Item #3 – Utility Costs, Common Areas costs, Cable TV – charge $51.00 per month

Items #4 – Proponent is also responsible for cleaning costs of Pro Shop, property taxes (this can be invoiced monthly if requested), common area costs, insurance and liability coverage of $2 Million, letter of credit for $5,000, applicable G.S.T. or H.S.T.

Item #5 – In the third and fourth year of the Term the City will review the cost per square foot to determine if the rent should be increased in a range of $0.00 to $2.00 per square foot.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-7

PROPERTY: (MAP 9) A by-law to declare the City owned property legally described as Part PIN 31539-0119 (LT) PCL 153 SEC AWS; PT WATER LT IN FRONT OF LT 11 CON 1 ST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE 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.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

   The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

   The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in 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 6th day of January, 2020.

_____

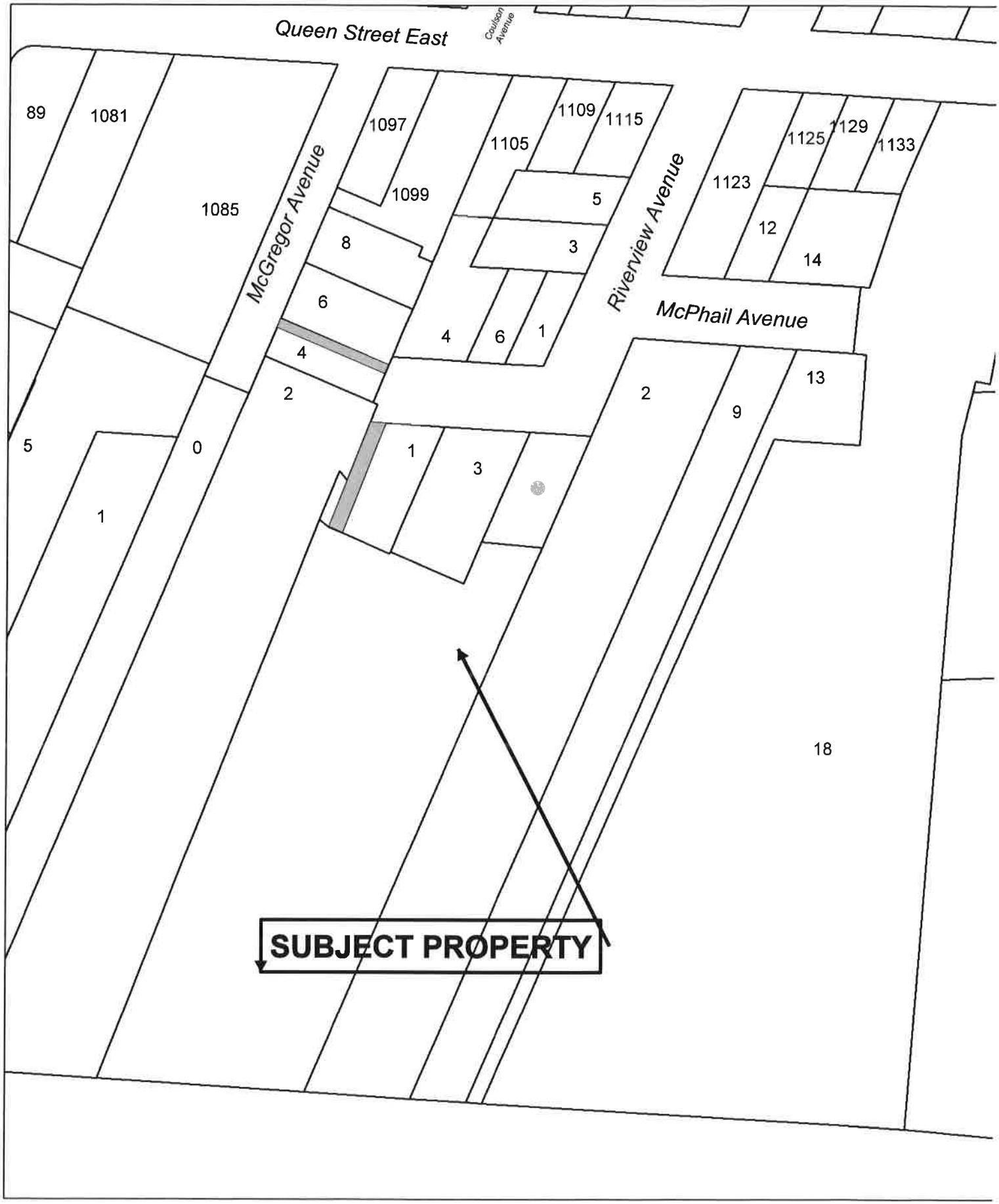
MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2020\2020-7 Surplus abutting 5 McPhail.docx

Schedule "A"


Queen Street East
Coulson Avenue
McGregor Avenue
Riverview Avenue
McPhail Avenue
89
1081
1085
1097
1099
1105
1109
1115
1123
1125
1129
1133
8
6
4
5
3
12
14
2
1
0
13
9
18
SUBJECT PROPERTY

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-8

TAXES: (T1.2(1)) A by-law to provide for Interim Tax Levies.

WHEREAS Section 317 of the *Municipal Act*, *2001* S.O. 2001, c.25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

   "Act" shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended
   "Minister" shall mean the Minister of Finance;
   "MPAC" shall mean the Municipal Property Assessment Corporation;
   "Treasurer" means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer's powers and duties under s.286 (5) of the Act.

2. The amounts levied shall be as follows and payable to the Treasurer:

   2.1 For the Residential, Pipeline, Farm and Managed Forest property classes there shall be imposed and collected an interim levy of:

   50% of the total taxes for municipal and school purposes levied in the year 2019 in accordance with Section 317(3) paragraph 2 of the Act.

   2.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

   50% of the total taxes for municipal and school purposes levied in the year 2019, in accordance with Section 317(3) paragraph 2 of the Act.

3. For the purposes of calculating the total amount of taxes for the year 2019 under paragraph 2, if any taxes for municipal and school purposes were levied on a property for only part of 2019 because assessment was added to the Tax Roll during 2019, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

4. The provisions of this by-law apply in the event that assessment is added for the year 2020 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

5. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.

6. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1.25%) of the amount on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2020.

7. Following December 31, 2020, interest charges of one and one-quarter percent (1.25%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.

8. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:

   8.1 One-half (1/2) thereof on the 5th day of March, 2020;

   8.2 One-half (1/2) thereof on the 5th day of May, 2020.

9. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.

10. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the *Act*.

11. The Treasurer may adjust the interim levy of a property if the taxes imposed by this by-law are in excess of 50% of the taxes levied on that property in 2019, adjusted to annualize any assessment changes that occurred during 2019, adjusted to annualize any assessment changes that occurred during 2019. No adjustment shall reduce the 2020 interim levy below 50% of the adjusted tax amount.

12. The subsequent levy for the year 2020 to be made under the Act shall be reduced by the amount to be raised by the levy imposed by this by-law.

13. The provisions of Section 317 of the Act, apply to this by-law with necessary modifications.

14. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 7 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.

15. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.

16. By-law 2019-14 is hereby repealed

17. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

18. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 6th day of January, 2020.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-9

TRAFFIC: (T2) A by-law to amend Schedule "F" and Schedule "J" of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act*, *2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "F" OF BY-LAW 77-200 AMENDED

Schedule "F" of By-law 77-200 is amended by deleting the following:

INTERSECTION	**DIRECTION OF TRAFFIC**	**STOP STREET**
"Biggings Avenue & Wellington Street	northerly	Biggings Avenue"

2. SCHEDULE "J" OF BY-LAW 77-200 AMENDED

Schedule "J" of By-law 77-200 is amended by adding the following:

STREET	**BETWEEN**	**TIMES & DAYS**	**TRAFFIC DIRECTION**
"Biggings Ave.	Wellington St. E. & Queen St. E.	any time	southbound"

3. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 6th day of January, 2020.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\TRAFFIC BY-LAWS\2020\2020-9 Amend Schedule F and Schedule J.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-10

SEWERS: (S2.3) A by-law to reduce the sanitary sewer surcharge collection fee paid to the Sault Ste. Marie Public Utilities Commission.

WHEREAS The Corporation of the City of Sault Ste. Marie, (the City) and the Public Utilities Commission (the Commission) entered into an agreement dated January 1, 1962 (Clerk's Agreement No. 860) one provision of which allowed the Commission to charge a three percent sewer surcharge of the Corporation of the City of Sault Ste. Marie entered into collection fee;

AND WHEREAS the agreement further provided for the parties to negotiate a change in the collection charge;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to Section 221 of the Municipal Act, R.S.O., 1990, chapter M. 45 ENACTS as follows:

1. **COLLECTION FEE PAYABLE TO THE COMMISSION**

   The collection fee payable by the City to the Commission for the collection by the Commission of the sanitary sewer fee shall be 2.0 percent of the amount of the sanitary sewer fee remitted by the Commission to the City.

2. **BY-LAWS 98-35 and 2000-8 REPEALED**

   By-law 98-35 and By-law 2000-8 is hereby repealed.

3. **EFFECTIVE DATE**

   This by-law shall be in effect as of January 1, 2020.

PASSED in Open Council this 6th day of January, 2020.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-11

AGREEMENT: (PR1.121) A by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Housing Corporation regarding the Fourth Lease Extension and Amending Agreement dated July 16, 2019 and relevant background agreements between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services for their occupation and lease of a portion of 540 Albert Street East.

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 6, 2020 between the City and the Sault Ste. Marie Housing Corporation, a copy of which is attached as Schedule "A" hereto. This Agreement is regarding the Fourth Lease Extension and Amending Agreement dated July 16, 2019 and relevant background agreements between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services for their occupation and lease of a portion of 540 Albert Street East.

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 6th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule “A”

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (“Assignment Agreement”) made effective as of January 6, 2020 (the "**Effective Date**")

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the “**Assignor**”)

OF THE FIRST PART

-and-

SAULT STE. MARIE HOUSING CORPORATION

(the “**Assignee**”)

OF THE THIRD PART

RECITALS:

A. The Assignor and Her Majesty The Queen, in Right of Ontario, as Represented by the Chair of the Management Board of Cabinet entered into an Original Lease dated the 16th day of July, 1999 for a portion of 540 Albert Street, Sault Ste. Marie, Ontario (the “Leased Premises”) for a period of five (5) years commencing July 16, 1999 and expiring on July 15, 2004;

B. The Original Lease was thereafter duly extended on three (3) separate occasions, as permitted thereunder and as set out in the Agreements, the most recently being the Fourth Lease Extension and Amending Agreement dated July 16, 2019 between the City and Her Majesty which was authorized by By-law 2019-144 passed by City Council of The Corporation of the City of Sault Ste. Marie on July 15, 2019;

C. The Assignor and Her Majesty are parties to the agreements described in Schedule “A” attached hereto (such agreements, including all amendments, if any thereto, hereinafter referred to collectively as the **“**Agreements**”**) as it relates to the Leased Premises;

D. By Agreement of Purchase and Sale dated the 18th day of November, 2019, between the Assignor and the District of Sault Ste. Marie Social Services Administration Board (“DSSMSSAB”), and subsequent Direction re: Title executed by DSSMSSAB, the Assignor has agreed to sell the Leased Premises to the Assignee with a closing date of January 20, 2020;

E. The Assignor has agreed to assign to the Assignee, all of the Assignor's right, title, responsibilities, interest in and to and benefits under the Agreements, and the Assignee has agreed to assume, perform and discharge the obligations and liabilities of the Assignor as set out in the Agreements arising in respect of the period commencing "January 20, 2020 at such time as the transaction referred to in Recital D. is hereby closed" (specifically referred to herein as the "Effective Time"); and

F. Her Majesty has been notified of the sale of the 540 Albert Street East and this Assignment and Novation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged, the parties agree as follows:

ARTICLE 1
ASSIGNMENT

1.1 The Assignor hereby assigns, transfers, conveys and makes over absolutely to the Assignee as and from the Effective Time all of the Assignor's right, title, responsibilities, interest in and to and all benefits of the Assignor under the Agreements effective as of the Effective Time. The Assignor's responsibilities under the Agreements shall cease immediately at the Effective Time and the Assignor shall remain responsible only for those responsibilities, rights, interests and obligations that arose prior to the Effective Time. Any responsibilities, rights, interests and obligations that arise as of the Effective Time and thereafter shall remain the responsibility of the Assignee.

ARTICLE 2
ASSUMPTION OF OBLIGATIONS

2.1 The Assignee hereby accepts the assignment provided and covenants and agrees with the Assignor to assume as of the Effective Time, and thereupon and thereafter to be bound by and observe, carry out, discharge, perform and fulfill all the obligations and liabilities on the part of the Assignor under the Agreements to the same extent and with the same force and effect as though the Assignee had been named a party to the Agreements as of the Effective Time in the place and stead of the Assignor. The Assignee shall not be responsible for any matters arising prior to the Effective Time and those responsibilities, rights interest and obligations shall remain the responsibility of the Assignor.

ARTICLE 3
INDEMNITIES

3.1 The Assignee shall indemnify and save harmless the Assignor from all costs and expenses caused to or incurred by the Assignor and from all claims and demands, awards, losses, costs (including legal costs on a substantial indemnity basis), damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based

upon, arising out of or connected with the Agreements and Her Majesty's lease, use, and occupation of the Leased Premises for any matters that arose as of the Effective Time and ongoing.

3.2 The Assignor shall indemnify and save harmless the Assignee from all costs and expenses caused to or incurred by the Assignee and from all claims and demands, awards, losses, costs (including legal costs on a substantial indemnity basis), damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with the Agreements and Her Majesty's lease, use, and occupation of the Leased Premises for any matters that arose prior to the Effective Time and up to the Effective Time.

ARTICLE 4
AMENDMENT OF EFFECTIVE TIME

4.1 The parties hereto acknowledge that in the event the closing date of the transaction referred to in Recital D. is delayed or extended, the Effective Time shall correspondingly be delayed or extended to be the new date and time the transaction referred to in Recital D. is completed without a need to formally amend this Assignment Agreement.

ARTICLE 5
ADDRESS FOR NOTICES AND FURTHER ASSURANCES

5.1 The address and contact information for notices for the Assignor and Assignee under the Agreements shall be:

The Corporation of the City of Sault Ste. Marie
Attention: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
99 Foster Drive, 4th Floor Legal Department
Sault Ste. Marie, ON P6A 5N1
(705)759-5403
m.borowiczsibenik@cityssm.on.ca

Sault Ste. Marie Housing Corporation
Attention: Mike Nadeau, Chief Administrative Officer
P.O. Box 277, 390 Bay Street
Sault Ste. Marie, ON P6A 5L8
(705) 942-6297
M.Nadeau@socialservices-ssmd.ca

5.2 The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely vesting in the Assignee the Agreements and otherwise carrying out the intent of this Assignment Agreement.

ARTICLE 6
BINDING NATURE

6.1 This Assignment Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other party.

ARTICLE 7
GOVERNING LAW

7.1 This Assignment Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 8
COUNTERPARTS

8.1 This Assignment Agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement effective as of the Effective Date.

REST OF PAGE INTENTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.

SAULT STE. MARIE HOUSING CORPORATION

Per: _____
Name: Mike Nadeau
Title: Chief Administrative Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Name: Christian Provenzano
Title: Mayor

Per: _____
Name: Rachel Tyczinski
Title: City Clerk

SCHEDULE “A”
Agreements

1) Lease dated July 16, 1999;

2) Lease Extension dated July 16, 2004;

3) Second Lease Extension and Amending Agreement dated July 16, 2009;

4) Third Lease Extension and Amending Agreement dated July 16, 2014;

5) Lease Amending Agreement dated May 6, 2019; and

6) Fourth Lease Extension and Amending Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-12

AGREEMENT: (PR1.121) A by-law to authorize the execution of the Parking Lot Lease between the City and the Sault Ste. Marie Housing Corporation for the City Property comprising 139 Brock Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Parking Lot Lease dated January 6, 2020 between the City and the Sault Ste. Marie Housing Corporation, a copy of which is attached as Schedule "A" hereto. This Parking Lot Lease is for the City Property comprising 139 Brock Street.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 6th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2020\2020-12 Parking Lot Lease.docx

PARKING LOT LEASE

THIS PARKING LOT LEASE (the "Agreement") made this 6th day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
("Landlord")

AND

SAULT STE. MARIE HOUSING CORPORATION
("Tenant")

WHEREAS the Landlord is the registered owner of the lands described as PIN 31542-0168 (LT) LT 7, PL 2251 St. Mary's; PT Lt 5-6, 8 PL 2251 St. Mary's; PT LT 7 S/S Albert St. PL Town PL Town Plot of St. Mary's as in T406552; S/T T406552; Sault Ste. Marie, being civic 139 Brock Street East, Sault Ste. Marie, Ontario which is presently used as a "Parking Lot" (hereinafter the "Parking Lot Lands");

AND WHEREAS the Tenant has requested permission to lease the Parking Lot Lands and the Landlord is agreeable to same, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The Landlord hereby leases to the Tenant the Parking Lot Lands being in the City of Sault Ste. Marie, in the District of Algoma and being composed of that Property outlined on Schedule "A" hereto, being all of PIN 31542-0168 (LT).

2. This Agreement shall be in effect commencing January 20, 2020 for a period of twenty (20) years ending January 19, 2040 (the "Term"). The Tenant shall have the option to renew this Agreement on a further period of ten (10) years, subject to successful negotiations between the Landlord and the Tenant on a renewal. The Tenant shall provide the Landlord with at least three (3) months' written notice of its intent to renew and thereafter negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term, the Agreement shall terminate at the end of the Term.

3. The rent payable by the Tenant shall be the sum of $1.00 per year. The Landlord confirms that the Tenant has paid rent for the first year of the Term. Rent is payable the first business day in January in each subsequent year of the Term.

4. The Tenant shall not during the Term or renewal Term if applicable, transfer, assign or sublet the said Parking Lot without written permission of the Landlord.

5. The Parking Lot Lands shall be used by the Tenant as a parking lot for its employees, elected officials, officers, agents and contractors, and for those purposes ancillary to parking lot use, but for no other purposes. No buildings or structures shall be erected on the Parking Lot Lands.

6. The Tenant shall at the Tenant's sole expense, liability and risk, operate, maintain, monitor, repair, inspect, replace and safeguard the Parking Lot Lands, including but not limited to winter snow removal, sanding/salting, repairs, eliminating tripping and/or other hazards, and enforcement of unauthorized parking at the Parking Lot Lands. In the event that the Tenant fails to forthwith operate, maintain, monitor, repair, inspect, replace and/or safeguard the Parking Lot Lands to the reasonable satisfaction of the Landlord, the parties acknowledge and agree that the Landlord may complete such works that the Landlord deems necessary, in the Landlord's sole discretion, and all expenses, costs and liabilities for such works shall be payable by the Tenant immediately upon demand by the Landlord. It is the intention of this Agreement that the Landlord shall be at no risk or expense whatsoever to which it would have been put to had this Agreement not been entered into.

7. The Tenant shall not do or cause to be done any action which would damage, waste, disfigure, or injure the Parking Lot Lands or any part thereof, or otherwise cause a nuisance. Any such action to the Parking Lot Lands by the Tenant or any of the Tenant's contractors, subcontractors, employees, agents or assignees in relation to or in connection with any other matters under this Agreement shall be at the financial responsibility and liability of the Tenant to repair. The Tenant agrees that the Landlord will immediately undertake all work that the Landlord, in its sole view, deems necessary to repair the Parking Lot Lands if not completed forthwith by the Tenant. Any reasonable costs incurred by the Landlord to repair the Parking Lot Lands for such waste and nuisance as said in this paragraph shall be payable by the Tenant immediately upon demand by the Landlord.

8. The Tenant shall keep the Parking Lot Lands clean to the satisfaction of the Landlord.

9. The parties acknowledge and agree that the Parking Lot Lands are being leased herein in its present condition and on an "as is" basis, and that the Landlord is under no obligation to make any repairs, changes or additions to the Parking Lot Lands.

10. The Tenant acknowledges and agrees that no alterations to the Parking Lot Lands shall be made by the Tenant without the written permission of the Landlord, which shall not be withheld unreasonably.

11. The Landlord covenants with the Tenant for quiet enjoyment of the Parking Lot Lands by the Tenant.

12. The Tenant shall indemnify and save harmless the Landlord from all costs and expenses caused to or incurred by the Landlord and from all claims and demands, awards, losses, costs (including legal costs on a substantial indemnity basis), damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the Tenant's lease, use, occupation, maintenance,

alteration, safeguarding and presence on the Parking Lot Lands covered under this Agreement, the intent being that the Landlord shall be at no risk or expense to which it would not have been put had the Tenant not leased, used, occupied, maintained, altered, safeguarded or been present on the Parking Lot Lands as covered under this Agreement.

13. The Tenant agrees to maintain at all times during this Lease a minimum of Five Million ($5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The Landlord shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Landlord's Risk Manager, shall be provided to the Landlord prior to the commencement of the Term.

14. The Parties hereto mutually agree that the Tenant shall have the right to terminate this Agreement on giving one (1) year notice to the Landlord of its intention to terminate.

15. If the Rent is in arrears, or if the Tenant has otherwise defaulted in its obligations under this Agreement the determination of which shall be made by the Landlord acting reasonably, the Landlord shall have the right to terminate this Agreement with sixty (60) days' notice, but the Tenant shall thereafter have a cure period of fifteen (15) days from the date of the notice of termination to rectify the default, all parties acting reasonably. If the default remains following the aforesaid cure period of fifteen (15) days, the Landlord shall have the following rights and remedies which are cumulative and not alternative:

    a. to terminate this Agreement by notice to the Tenant, re-enter the Parking Lot Lands and repossess the Parking Lot Lands, and enjoy them as of its former estate and remove all persons and property from the Parking Lot Lands and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
    b. to remedy or attempt to remedy any default of the Tenant under this Agreement for the account of the Tenant and to enter upon the Parking Lot Lands for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith; and/or
    c. to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Lands, and all costs incurred by the Landlord to remedy ; and

16. The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

17. Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

18. Upon the expiration of this Agreement or upon earlier termination of this Agreement (collectively referred to as the "Termination Date"), the Tenant shall promptly remove all persons, equipment, vehicles and other items from the Parking Lot Lands. In the event that the Tenant fails to remove all such persons, equipment, vehicles and items from the Parking Lot Lands, the Tenant acknowledges and agrees that the Landlord may remove and store or dispose of same as appropriate, and all reasonable charges for such removal, storage and/or disposal shall be payable by the Tenant immediately upon demand by the Landlord.

19. The Tenant shall be responsible for all costs, expenses and liabilities to make good any damage caused directly or indirectly by the use and occupation of the Parking Lot Lands pursuant to this Agreement and shall return the Parking Lot Lands to the Landlord at the Termination Date in at least the same condition the Parking Lot Lands were at the commencement of the Term.

20. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the Termination Date that has not been property satisfied or discharged.

21. Sections 1-9 inclusive, 12, 13, 15-21 inclusive, 23, 24 and 29-31 inclusive of this Agreement shall survive the termination of this Agreement.

22. If the Landlord or any utility company with existing infrastructure on the Parking Lot Lands requires access to the Parking Lot Lands for any purpose such as but not limited to access to infrastructure on, under or over the Parking Lot Lands, the Landlord and/or any applicable utility company is hereby permitted the access it so acquires and further, the Landlord and/or any applicable utility company shall not be responsible for restoring the Parking Lot Lands to its condition prior to access by the Landlord and/or any applicable utility company.

23. The Tenant shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting its use, occupation, maintenance, alteration, safeguarding and presence on the Parking Lot Lands covered under this Agreement and will save harmless and fully

indemnify the Landlord from and against all losses, costs, damages and expenses, of every kind or nature which the Landlord may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Tenant with such Laws, By-laws, Rules and Regulations.

24. The Tenant shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from this Agreement and the Tenant's use, occupation, maintenance, alteration, safeguarding and presence on the Parking Lot Lands.

25. The Tenant consents to the registration of this Agreement on title to both the Parking Lot Lands and the Tenant's lands benefiting from the Agreement. The Tenant shall be responsible for the costs of the said registration of this Agreement.

26. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

    (a) delivering the notice personally;
    (b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter by designated in writing in accordance herewith; or
    (c) transmitted by facsimile or email to the facsimile number or email address indicated below:

    in the case of the Landlord:
    Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
    The Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    4th Floor, Legal Department
    Sault Ste. Marie, ON P6A 5N1
    m.borowiczsibenik@cityssm.on.ca

    in the case of the Tenant:
    Sault Ste. Marie Housing Corporation
    Attention: Mike Nadeau, Chief Administrative Officer
    P.O. Box 277, 390 Bay Street
    Sault Ste. Marie, ON P6A 5L8
    M.Nadeau@socialservices-ssmd.ca

27. Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.

28. Neither this Agreement, the conduct of the Landlord or the Tenant nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.

29. This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.

30. This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.

31. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

SAULT STE. MARIE HOUSING CORPORATION

_____

MIKE NADEAU, CAO

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-13

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Trimount Construction Group for an emergency repair of an existing culvert that crosses Second Line West at Leigh's Bay Road which includes support and protection of the 900mm diameter watermain, which is the main supply to the City's water distribution system (Contract 2019-14E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated January 6, 2020 between the City and Trimount Construction Group, a copy of which is attached as Schedule "A" hereto. This Contract is for an emergency repair of an existing culvert that crosses Second Line West at Leigh's Bay Road which includes support and protection of the 900mm diameter watermain, which is the main supply to the City's water distribution system (Contract 2019-14E).

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 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2019-14E
Leigh's Bay Road Culvert Repair

FORM OF AGREEMENT

This Agreement made (in triplicate) this **6th** day of **January** in the year **2020** by and between

Trimount Construction Group hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and complete all the works shown and described in the contract documents entitled:

CONTRACT NO. 2019-14E
LEIGH'S BAY ROAD CULVERT REPAIR

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.

3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the

Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION:	The Corporation of the City of Sault Ste. Marie Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
THE CONTRACTOR:	**Trimount Construction Group** 2 – 1092 Great Northern Road Sault Ste. Marie, Ontario
THE CONTRACT ADMINISTRATOR:	AECOM Canada Ltd. 523 Wellington Street East Sault Ste. Marie, Ontario P6A 2M4

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Mayor – Christian Provenzano

(seal)

_____

City Clerk – Rachel Tyczinski

THE CONTRACTOR

Trimount Construction Group

Company Name

(seal)

_____

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-14

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Second Line West at Leigh's Bay Road for a period of one week for an emergency repair of an existing culvert.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF SECOND LINE WEST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Second Line West at Leigh's Bay Road for a period of one week for an emergency repair of an existing culvert.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 6th day of January, 2020.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MAIRE

BY-LAW 2020-15

REGULATIONS: (R1.22) A by-law to establish retention periods for records of the City of Sault Ste. Marie; to delegate authority for the retention and disposition of records to the City Clerk; and, to repeal By-law 90-90 and amending By-law 2012-12.

WHEREAS subsection 254(1) of the *Municipal Act,* 2001, S.O.2001, c.25 *(the "Municipal Act")* provides that a municipality shall retain and preserve the records of the municipality and its local boards in a secure and accessible manner;

AND WHEREAS subsection 255(3) of the *Municipal Act* provides that a municipality may establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with section 254;

AND WHEREAS subsection 255(2) of the *Municipal Act* provides that despite section 254, a record of a municipality or a local board may be destroyed if a retention period for the record has been established under this section and, the retention period has expired or the record is a copy of the original record;

AND WHEREAS the City Clerk is responsible for the establishment and delivery of archives and records management services to identify, manage and control the creation, maintenance, retention, disposition, and preservation of the City's records;

AND WHEREAS Section 23.1 of the *Municipal Act* authorizes a municipality to delegate its powers and duties to a person;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. **RECORD RETENTION POLICY APPROVED**

The Record Retention Policy for the Corporation of the City of Sault Ste. Marie attached hereto as Schedule "A" is hereby approved.

2. **RECORD RETENTION SCHEDULE APPROVED**

The Corporation shall classify, retain and destroy records in accordance with the Record Retention Schedule attached hereto as Schedule "B".

When records exist which fall outside of those listed in the Record Retention Schedule, functional classification based on an analysis of the Corporation's business activities and legislative responsibilities shall be the guiding principle for classifying, retaining, and destroying those records in cooperation with the City Clerk or designate.

3. **BY-LAWS 90-90 AND 2012-12 REPEALED**

By-law 90-90 and By-law 2012-12 are hereby repealed.

4. **SCHEDULES "A" AND "B"**

Schedules "A" and "B" to this by-law form part of this by-law.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-15 RETENTION OF DOCUMENTS.DOCX

Subject: Record Retention
Service Area: City Clerk
Source: By-law 2020-15
Date: 2020 January 06

Purpose:
The purpose of this policy is to ensure that the records of The Corporation of the City of Sault Ste. Marie (“City”) are retained and preserved in a secure and accessible manner. By-law 2020-15 provides regulations for the preservation, retention and destruction of City records and documents.

Administration:
The Record Retention by-law is administered by the City Clerk.

Definitions:

Active Record	A record that is referred to and used on a regular basis and generally stored in the departmental area.
Appraisal	The process of determining the administrative, financial, legal, vital historical or cultural value of a record for retention purposes.
Archival Record	A record that has been appraised for permanent retention because of its historical, fiscal, legal (including evidentiary), operational or administrative value. The long-term value of the record justifies its preservation.
Archives	A repository for archival records.
Corporate Record	Any record created, received, deposited or held by any office, department, or division of the City and any committee or board of Council to which Council appoints all members and which are responsible to City Council as referenced in the Board and Committee composition reference document. A corporate record may not include constituency records of Council members. In general, any record created or received by an employee in the course of business and used to support a City function or to conduct City business.
File/Folder	A group of related documents. Can be either hard copy or electronic.
Inactive Record	A record that is referred to infrequently and usually kept in storage until final disposition. Most frequently used in the context of paper records.
Life Cycle	The life span of a record from its creation or receipt throughout its active and inactive stage to final disposition.

Metadata	Data that provides information about a record’s content, making it easier to retrieve, use, or manage. Metadata includes, but is not limited to: means of creation of the data, purpose of the data, time and date of creation, creator or author of data.
Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)	Ontario legislation which, with some limitations, provides the public with a right of access to records held by the City and protects the privacy of personal and third party information held by an institution.
Physical Record	A record of information in physical form which includes but is not limited to: correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, or photograph.
Record	Information, however recorded or stored, whether in printed form, on film, by electronic means, or otherwise, that can include: correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microfilm, sound recording, videotape, machine readable record, or any other documentary material, regardless of physical form or characteristics, and any copy thereof; and subject to the regulations, any record that is capable of being produced from a machine readable record under the control of an institution by means of computer hardware and software or any other information storage equipment and technical expertise normally used by the institution.
Record Series	A group of related files that are normally used and filed together.
Records Coordinator	An employee within each department who acts as record management liaison, administers and supports the department’s record management program, including the disposition of records, and participates in all necessary training for the performance of this role.
Records Management	The process of planning, organizing, directing and controlling all steps involved in the life cycle of records.
Retention Schedule	A Council-approved timetable that prescribes a life span for records from creation to final disposition.
Transitory Records	Records that have temporary usefulness and are only required

	for the completion of a routine action, or the preparation of another record. Transitory records are not an integral part of a records series and are not filed regularly with standard records or filing systems. They are not required to meet statutory obligations or to sustain administrative or operational functions.
Vital Records	Records that are essential to resume or continue the operations of the organization after an emergency; those necessary to recreate the City’s legal and financial position; and/or those necessary to preserve the rights of the City, its employees, customers, and ratepayers.

Policy Statement:
The records of the City are valuable corporate assets that support effective decision making, meet operational requirements, protect legal, fiscal and other interests of the City, and to adhere to the requirements of the *Municipal Act, 2001* as amended and the *Municipal Freedom of Information and Protection of Privacy Act, 1990* as amended.

The Record Retention Policy is administered by the Office of the City Clerk.

All City records in the custody and control of City employees and service areas are the property of The Corporation of the City of Sault Ste. Marie.

The retention of records is usually dependent on the subject matter of the records, and not the format in which the records are stored. The Record Retention Policy focuses on physical records and electronic records. The Policy applies to all records in the custody and control of the City – including electronic records (i.e. e-mails, files saved on staff computers and networks, files saved on CDs, DVDs, etc.).

The Record Retention By-law contains a schedule for the retention and destruction of corporate records and documents.

Objectives:
The Record Retention Policy applies systematic controls and standards to the creation, security, use, retention, conversion, disposition and preservation of recorded information to:

1. Manage the information life cycle to meet all legislated requirements for record keeping, including those of the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act, 1990;*
2. Manage records, making them readily available for decision making and to meet information access requests, including those made under the *Municipal Freedom of Information and Protection of Privacy Act, 1990;*
3. Protect the integrity and authenticity of records so that they may be relied upon as evidence of organizational activity and administrative decisions and thereby meet legal, evidentiary and accountability requirements;

4. Ensure that records are protected and are not destroyed or removed from the custody and control of The Corporation of the City of Sault Ste. Marie unless authorized by the City’s Record Retention Schedule, or through contractual agreement;
5. Ensure the identification and preservation of permanently valuable records and the destruction of records that have surpassed their retention, in a timely, secure, and environmentally sound manner;
6. Promote organizational efficiency and economy through sound record keeping practices, including reducing storage costs; and
7. Establish and define accountability, responsibility and roles.

General
All records created or received by an employee of the City in the course of official business are subject to the Record Retention Policy and Schedule.

It is the responsibility of every City employee holding or maintaining City records to deliver all such records to his or her successor or to the City Clerk upon leaving office or employment.

Records will be named in a descriptive manner sufficient for future reference and retrieval. Electronic documents will be saved in a searchable format.

Transfer of original City records into the possession of private organizations or individuals is prohibited except for the purposes of microfilming, imaging, duplication, format conversion, binding, conservation, or other record management and preservation procedures or where authorized by by-law, legislation or contractual agreement.

Ownership
Records created or accumulated by Council members acting in their political or constituency capacity are generally not deemed to be corporate records; however, may be subject to the *Municipal Freedom of Information and Protection of Privacy Act, 1990*. Members of Council should obtain the advice of the City Solicitor prior to destruction of records.

Records in the custody of consultants, contractors, and private service providers performing work for the City may be under the control of the City and subject to the *Municipal Freedom of Information and Protection of Privacy Act, 1990*.

Records created by volunteers or part-time workers performing work under the direction of a City employee are corporate records subject to this policy and to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, 1990.*

Changes of Custody, Control or Ownership
When physical custody of original corporate records is transferred to another institution not covered by this Policy, a protocol agreement must be in place. The agreement must

identify the records in question, define the rights retained by the City and ensure that the records will be managed in accordance with government legislation, by-laws, regulations, policies, standards and records schedules. Protocol agreements may contain the following provisions:

i) The City may restrict access to or the disposition of records transferred or those created after the transfer;
ii) New records created or documentation added to existing records may become City property;
iii) Records must be returned to the City once they are no longer required or if the information is requested by the City; and
iv) Intellectual property rights (such as patents, copyright, etc.) must be retained by the City.

Security
Security measures must be implemented to ensure that records are created, acquired, updated, handled, used, transmitted, transported, filed, stored and destroyed in a manner appropriate to their sensitivity. These security measures must ensure the integrity of the records, protect sensitive information and personal information from unauthorized access or disclosure and protect vital records from damage or loss.

Retention and Disposition of Corporate Records
All corporate records will be retained and disposed of according to the Council-approved Record Retention Schedule. Storage space for inactive physical records will be coordinated through the City Clerk’s Office.

Employees will use the corporate-approved Docushare record management system to store and manage official corporate electronic records. Records stored in departmental shared drives also constitute corporate records and will be retained and destroyed according to the Record Retention Schedule.

In accordance with the approved Record Retention Schedule, final disposition will take place in a timely manner at the end of the defined retention period by each department’s Records Coordinator.

Archival Records
Archival records will be managed for preservation throughout the information life cycle. Archival records will be created in formats that ensure the longest possible life of records or of the information contained in them. They will be handled and stored in a manner that minimizes damage and deterioration while in use.

Transitory Records
After a final record has been produced and incorporated into the regular filing system, the working materials involved may become superseded or obsolete transitory records

and may be destroyed unless otherwise legislated or specified in the Record Retention Schedule.

Working materials which are required for ongoing legal, fiscal, audit, administrative or operational purposes are not transitory records.

Transitory records that are the subject of ongoing legal proceedings or a request under the *Municipal Freedom of Information and Protection of Privacy Act* must not be destroyed until after the legal proceeding or request has been completed and all possible appeals have been resolved and in accordance with the Record Retention Schedule.

Updating Record Retention Schedule
Requests to update the Record Retention Schedule should be made to the City Clerk.

Destruction of Records
Destruction of records may occur at the end of a record’s life cycle as set out in the approved Record Retention Schedule. Destruction includes deletion, refuse, shredding, and paper recycling. Records shall be destroyed using a method appropriate to their medium and to their content and by each department’s Records Coordinator.

Records containing confidential and/or personal information shall be destroyed through a process that achieves definitive redaction or destruction of information.

Destruction operations must maintain the confidentiality of information and protect the privacy of individuals whose personal information may be contained in the records.

Records will be destroyed promptly following the expiration of approved retention periods. Exceptions to this planned destruction process include records required for the ongoing functions of a municipal program, records that are the subject of a request under the *Municipal Freedom of Information and Protection of Privacy Act,* and records required for ongoing legal purposes.

A listing of all records destroyed is forwarded by the department to the City Clerk at the time of destruction. The City Clerk maintains a yearly index of lists of all records that have been destroyed.

Discretion:
Departments may retain any record for a longer period than is required by this Record Retention Policy and Schedule at their discretion.

Responsibility
The Senior Management Team will provide corporate leadership and support for the Record Retention Policy.

The City Clerk will provide leadership for records management and will make recommendations to the Senior Management Team and Council regarding policy requirements and the Record Retention Schedule as required.

The Manager of Information Technology will provide technical support for the installation, maintenance and upgrading of record management software and related programs to ensure compliance and access within the City’s networked systems; and ensure the security and integrity of electronic records systems.

Records Coordinators will recommend retention schedules relating to records in their department’s custody and control to ensure the Record Retention Schedule meets operational requirements; review and sign off on the destruction of records that have reached their scheduled disposition date; inform the City Clerk of breaches of the Record Retention Policy (e.g. damage, theft, misuse, privacy complaints or unauthorized disposition of records); be aware of the location all current records and information stored in his/her area, regardless of format.

All City employees will ensure that the records they create or receive in the course of business that are used to support a City function or to conduct City business will be maintained and preserved as required by this policy.

If a record is not included in the Record Retention Schedule it must be retained until such a time as the record is assigned a retention period and included in the Record Retention Schedule.

Record Type	Retention Period (In Years Unless Otherwise Specified)	Area
Chief Administrative Officer		
General Files/Correspondence	2	Chief Administrative Officer
Inventory Control Includes: supplies	2	Chief Administrative Officer
Policies, Procedures, Plans Includes: Strategic Planning	Permanent	Chief Administrative Officer
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Chief Administrative Officer
Email – General Correspondence	2	Chief Administrative Officer
Email – falling under another schedule item	refer to appropriate retention period	Chief Administrative Officer
Voicemail Includes: email from voicemail	30 days	Chief Administrative Officer
Clerks		
General Files/Correspondence	2	Clerks
Inventory Control Includes: supplies	2	Clerks
Policies, Procedures, Plans	Permanent	Clerks
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Clerks

Agreements Includes: Agreements signed by delegated authority	Permanent	Clerks
Email - General Correspondence	2	Clerks
Email – falling under another schedule item	refer to appropriate retention period	Clerks
Voicemail Includes: email from voicemail	30 days	Clerks
Cemetery Records Includes: burial permits, certificates of interment rights, contracts, plot ownership, etc.	Permanent	Clerks
Licences – General Includes: vehicles for hire, peddlers, food vending, etc. Excludes: lottery licences	expiry of licence/permit +3	Clerks
Lottery Licences	expiry of licence/permit +3	Clerks
Archival Records Includes: records of enduring significance that have historical value and research value	Permanent	Clerks
Election	120 days after declaring results	Clerks
Visual Identity and Insignia	Permanent	Clerks (Communications)
News Releases	5	Clerks (Communications)
Website Includes: incremental snapshots of the website	2	Clerks (Communications)
Social Media Content	Subject to third party rules	Clerks (Communications)

Ceremonies and Events Includes: photographs, employee awards and recognition	5	Clerks (Communications)
Community Development and Enterprise Services		
General Files/Correspondence	2	CDES
Inventory Control Includes: supplies	2	CDES
Policies, Procedures, Plans	Permanent	CDES
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	CDES
Email - General Correspondence	2	CDES
Email – falling under another schedule item	refer to appropriate retention period	CDES
Voicemail Includes: email from voicemail	30 days	CDES
Energy Management Includes: energy reporting	7	CDES
Maintenance – Building and Grounds	20	CDES
Vehicles and Mechanical Maintenance Excludes: Vehicle Inspection (Schedule 2) and Driver Reports	vehicle or apparatus decommissioned or sold +2	CDES
Vehicle Inspection (Schedule 2)	1	CDES
Driver Reports	7	CDES
Fuel Records	7	CDES

Parking Tickets Includes: issued, paid, returned, voided, etc.	2	CDES
Parking Includes: records and studies regarding parking issues (e.g. accessible parking, lot operations, fire routes, employee parking, etc.)	7	CDES
Transit Includes: schedules, routes, maps, passes, mileage, shelters, etc.	2	CDES
Facility Bookings Includes: permits and bookings issued for the rental of facilities for specific activities	2	CDES
Cemetery Includes: maps, burial permits, coroner's certificates, cremation certificates, monument permits	Permanent	CDES (Cemetery)
Economic Development Includes: industrial/commercial development, tourism development, reports, studies, statistics, projections, etc.	7	CDES (Planning)
Residential Development – Availability of Housing Includes: general assessments of the needs for affordable housing, occupancy rates, housing costs statistics, etc.	15	CDES (Planning)
Maps and Plans Includes: registered reference plans, property survey plans as received from Land Registry Office, digital maps	Permanent	CDES (Planning)
Land Use Planning and Development Includes: condominium agreements, Official Plan, Official Plan amendments, secondary plans, part lot control, severances, site plan and subdivision agreements, variances, zoning, holding designations, temporary uses, community improvement plans, OMB/Local Planning Appeal Tribunal decisions, all applications under the *Planning Act,* municipal addressing, etc.	Permanent	CDES (Planning)

Land Use Planning and Development – General Includes: agricultural development, environmental planning studies, drainage, flood control, park and open space, natural resource planning, demographic studies, background studies, etc.	10	CDES (Planning)
Recreation and Cultural Programing	3	CDES (Recreation)
Heritage Preservation – Designation of Buildings	Permanent	CDES
Heritage Register	Permanent	CDES
Council/Boards		
General Files/Correspondence	2	Council/Boards
By-laws, by-law registers	Permanent	Council/Boards
Citizen and Advisory Panels and Other Informal Bodies Includes: agendas, minutes and supporting documents	Term of Panel +2	Council/Boards
Council and Committees of Council and Local Boards Agendas, minutes, presentations, original supporting documents, motions, resolutions, by-laws	Permanent	Council/Boards
Intergovernmental Relations	7	Council/Boards
Petitions	7	Council/Boards
Videos of Council meetings - Open and Closed	2	Council/Boards
Appointments to Boards and Committees	Term of Council	Council/Boards
Finance		
General Files/Correspondence	2	Finance
Inventory Control Includes: supplies	2	Finance

Policies, Procedures, Plans	Permanent	Finance
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Finance
Email - General Correspondence	2	Finance
Email – falling under another schedule item	refer to appropriate retention period	Finance
Voicemail Includes: email from voicemail	30 days	Finance
Benchmarking – Performance Comparisons	7	Finance
Budget – as part of the meeting record	Permanent	Finance
Financial Statements – Annual Audited	Permanent	Finance
Financial Records Includes: budget – related reports, working notes, calculations, background, variances, etc.; debentures/bonds – initial issuance as well as all records of payments made to investors, registers, coupons, etc. (from final payment); HST; investments – term deposits and promissory notes (at maturity of financial instruments); loans; monthly financial statements ; reserve funds, reserves and obligatory; security deposits; subsidies; trust funds (closure of account); general ledgers/journals	7	Finance
Local Improvement Rolls	Permanent	Finance
Payroll – General Records Includes: payroll authorizations, time sheets, relieving forms, absence forms, journal entries, MMMS exceptions, statements, payroll cheque requisitions from AP, payroll reports, Receiver General, EI requests, retroacting payment worksheets, federal/provincial remittances Excludes: year-end statements (to include WSIB, EHT) year-end payroll registers, T4s and T4As	7	Finance

Payroll – Permanent Records Includes: year-end statements (to include WSIB, EHT), year-end payroll registers, T4s and T4As	Permanent	Finance
Procurement and Contract Management Includes: purchase orders, tenders, bid solicitations, procurement requisition forms, blanket orders / standing offer agreements, contracts, etc. Excludes: requisitions, quotes	expiry of final contract and all amendments +15	Finance
Procurement and Contract Management Includes: requisitions, quotes	7	Finance
Tax Account Maintenance Updates	5	Finance
Tax Adjustments/Tax Write Offs	7	Finance
Tax and Assessment Includes: undelivered or returned interim and final tax bills	7	Finance
Tax Certificates	2	Finance
Tax – Preauthorized Payment Applications and Cancellations	2	Finance
Tax Registration Files	6 years after completion of sale	Finance
Tax – Rent Reduction Letters Under Tenant Protection Act	3	Finance
Tax Roll/Tax Collector's Roll/Assessment Roll	Permanent	Finance
Accounts Payable Includes: Accounts Payable vendor charges, AR offset to AP, voucher register and invoices (by batch #), cancelled cheques, cheques and/or EFT registers, duplicate payment report, register of cheque and EFT sequence Excludes: Accounts Payable leases	7	Finance (Accounting)

Accounts Receivable Includes: customer payment demand letters, billing advices, collection agency correspondence Excludes: customer statements, Accounts Receivable leases	7	Finance (Accounting)
Audit – Year-end financial audit Includes: auditors reports, year-end working papers, grants Excludes: solicitor's correspondence	Permanent	Finance (Accounting)
Audit – Year-end financial audit solicitor's correspondence	7	Finance (Accounting)
Financial Information System (FIS) Dynamics GP Financials/Avanti Payroll/Diamond Tax Includes: account number changes	3	Finance (Accounting)
Financial Information System (FIS) Dynamics GP Financials/Avanti Payroll/Diamond Tax Includes: customization documents, security access request forms	until no longer valid	Finance (Accounting)
Financial Information System (FIS) Dynamics GP Financials/Avanti Payroll/Diamond Tax Includes: journal entries	7	Finance (Accounting)
Financial Information System (FIS) Dynamics GP Financials/Avanti Payroll/Diamond Tax Includes: trial balance	Permanent	Finance (Accounting)
Fire		
General Files/Correspondence	2	Fire Services
Inventory Control Includes: supplies, uniforms and clothing	2	Fire Services
Policies, Procedures, Plans	Permanent	Fire Services
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Fire Services
Email - General Correspondence	2	Fire Services

Email – falling under another schedule item	refer to appropriate retention period	Fire Services
Voicemail Includes: email from voicemail	30 days	Fire Services
Maintenance – Building and Grounds	20	Fire Services
Fuel Records	7	Fire Services
Fire Prevention Includes: public education and community outreach	7	Fire Services
Fire Inspection Includes: reports, safety plans, fireplace inspections, fireworks approval, investigations, Ontario Fire Marshal reports, oxygen inspections, site plan approvals, etc.	Permanent	Fire Services
Fire and Rescue Incidents	20	Fire Services
Vehicles and Mechanical Maintenance	vehicle or apparatus decommissioned or sold +2	Fire Services
Human Resources		
General Files/Correspondence	2	Human Resources
Inventory Control Includes: supplies	2	Human Resources
Policies, Procedures, Plans Includes: Health and Safety Policies, Procedures, Operating Guidelines, and Job Safety Analysis	Permanent	Human Resources
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Human Resources
Email - General Correspondence	2	Human Resources

Email – falling under another schedule item	refer to appropriate retention period	Human Resources
Voicemail Includes: email from voicemail	30 days	Human Resources
Employee Files Excludes: Firefighter Employee File and Medical Records	Termination, resignation or retirement of employee +60	Human Resources
Firefighter Employee File	Permanent	Human Resources
Employee Medical Records	Permanent	Human Resources
Accident Investigations (Employee)	Permanent	Human Resources
Health and Safety Includes: Asbestos Management Records, Industrial Hygiene, Safety Data Sheets	Permanent	Human Resources
JHSC (Joint Health and Safety Committee)	7	Human Resources
Ministry of Labour Orders / Notices	Permanent	Human Resources
Human Rights	File Closure +20	Human Resources
Labour Relations Includes: Grievances	Permanent	Human Resources
Pay Equity and Job Evaluation	40	Human Resources
Recruitment	10	Human Resources
Benefits Administration	When superseded +10	Human Resources
Training	Date employment ceases +2	Human Resources
Workplace Violence and Harassment Reports	Permanent	Human Resources

WSIB	7	Human Resources
Information Technology		
General Files/Correspondence	2	Information Technology
Inventory Control Includes: supplies	2	Information Technology
Policies, Procedures, Plans	Permanent	Information Technology
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Information Technology
Email - General Correspondence	2	Information Technology
Email – falling under another schedule item	refer to appropriate retention period	Information Technology
Voicemail Includes: email from voicemail	30 days	Information Technology
Information Technology Backups	2	Information Technology
Open Data Publication	refresh of open data set	Information Technology
Video Surveillance – Not Requested for Investigation or Claim and where there is no bodily injury Excludes: sewer inspections see PWES	11 - 14 days	Information Technology
Video Surveillance – Requested for investigation or claim	1 from completion of investigation, proceeding or request	Information Technology
Legal		
General Files/Correspondence	2	Legal

Inventory Control Includes: supplies	2	Legal
Policies, Procedures, Plans	Permanent	Legal
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Legal
Email - General Correspondence	2	Legal
Email – falling under another schedule item	refer to appropriate retention period	Legal
Voicemail Includes: email from voicemail	30 days	Legal
Appeals and Hearings Includes: appeals, hearings and legal proceedings before courts and administrative tribunals and bodies	Final Decision/ Resolution +10	Legal
Commercial Electronic Message Consent (Canada's Anti-Spam Legislation (CASL))	Withdrawal of consent +2	Legal
Freedom of Information Requests Includes: Inquiries under MFIPPA and PHIPA	2	Legal
Claims Against/By the Municipality – Pre-Litigation Includes: all claims made by other parties against the City, Damage Claim Forms (Motor Vehicle Damage Claim, Property Damage Claim, Personal Injury Claim), Notice of Claim, other reports of accidents and injuries, investigations, correspondence related to claims, matters related to claims handling Includes: all claims made by the City against third parties (notice of claim, reports of accidents, injuries, property damages, investigations, correspondence related to claims), matters related to claims handling Excludes: Formal Litigation Matters and Accident Report (Employee) – See Human Resources	Resolution of Claim +10; if Minor/Child Age of Majority +10; if Litigation Permanent	Legal

Litigation – Legal Proceedings Commenced Against or by Municipality Includes: Statements of Claim, Notices of Application, Liens, Arbitration Proceedings, Tribunal Proceedings, Appeals and any other legal proceedings commenced by or against the City before Courts, Administrative Tribunals and bodies Excludes: Employment/Human Resources Matters – See Human Resources	Permanent	Legal
Insurance Appraisals (Municipal Property for Insurance Purposes)	until superseded or disposal of property	Legal
Insurance Policies – Liability	Permanent	Legal
Insurance Policies – Property, Vehicle, Theft, Fire, etc.	Permanent	Legal
Insurance Certificates	Permanent	Legal
Issue Management – Routine (General) Response	5	Legal
Issue Management – Solicitor/Client Advice / Formal Legal Opinions	resolution + 15	Legal
Prosecutions – to enforce by-laws, federal and provincial legislation Includes: POA	settlement, resolution and expiry of appeal period +10	Legal
Legal – Title Searches	7 from disposition of property	Legal
Provincial Offences Act Administration	Refer to MAG POA Record Retention Schedule Summary	Legal
Real Estate – Acquisitions of Land/Interests in Land	Permanent	Legal
Real Estate – Sales, Dispositions, Releases of Interest in Land	disposition or release +15	Legal

Records Subject to Statutory Retention Requirements	as required by law	Legal
Animal Control Includes: Dangerous Dog Notices	10 or the life of the animal	Legal
Land Surveys/Surveyor's Reports	Permanent	Legal
Mayor's Office		
General Files/Correspondence	2	Mayor's Office
Inventory Control Includes: supplies	2	Mayor's Office
Policies, Procedures, Plans	Permanent	Mayor's Office
Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	Mayor's Office
Email - General Correspondence	2	Mayor's Office
Email – falling under another schedule item	refer to appropriate retention period	Mayor's Office
Voicemail Includes: email from voicemail	30 days	Mayor's Office
Speeches	Permanent	Mayor's Office
Ceremonies and Events	5	Mayor's Office
Public Works and Engineering Services		
General Files/Correspondence	2	PWES
Inventory Control Includes: supplies	2	PWES
Policies, Procedures, Plans Includes: studies, Environmental Assessments, master plans, etc.	Permanent	PWES

Grants Includes: applications, claim forms, supporting documents (Agreements will fall under "Agreements")	According to terms of the agreement	PWES
Email - General Correspondence	2	PWES
Email – falling under another schedule item	refer to appropriate retention period	PWES
Voicemail Includes: email from voicemail	30 days	PWES
Maintenance – Building and Grounds	20	PWES
Vehicles and Mechanical Maintenance Excludes: Fuel Records and Daily Inspections	vehicle or apparatus decommissioned or sold +2	PWES
Fuel Records	7	PWES
Fleet Daily Inspection Reports/Logs – No Defects	6 months	PWES
Fleet Daily Inspection Reports/Logs – Defects	1 year	PWES
GPS	20	PWES
By-Law Enforcement Includes: orders to comply, inspection reports, stop work orders, working notes, correspondence, exhibits, photographs, tickets, etc. Excludes: By-Law Enforcement Officer notebook, Animal Control	Date of inspection or resolution of complaint +7	PWES (Building)
By-Law Enforcement Officer Notebooks	7	PWES (Building)
Building Inspection and Enforcement Includes: building permits, supporting documents, inspections	Permanent	PWES (Building)

Sign Permits – Permanent Signs	Lifetime of structure or sign +10	PWES (Building)
Sign Permits – Portable Signs	2	PWES (Building)
Permits Related to Land, Buildings or Properties Includes: all permits unless specifically references elsewhere in this Schedule	upon rejection of permit or lifetime of structure, building, property +10	PWES (Building)
Bridges, Aqueducts, Utilities, Railways	Permanent	PWES (Engineering)
Construction Files Includes: contract documents, payments (Agreements will fall under "Agreements")	End of project +5	PWES (Engineering)
Construction Files Includes: correspondence	End of project +10	PWES (Engineering)
Design Files Includes: design, estimates, approvals, etc.	Permanent	PWES (Engineering)
Subdivision Files	Permanent	PWES (Engineering)
Waste Diversion/Landfill Includes: solid waste, garbage, recycling, composting, household hazardous waste, landfill sites, advisory panels, tipping fee scale tickets, high density residential agreements, environmental services crew cards, tailboards, daily site inspections etc.	7	PWES (Engineering)
Environmental Services Includes: annual monitoring reports, Certificates of Approval, etc.	Permanent	PWES (Engineering)
Environmental Monitoring Includes: environmental planning initiatives, monitoring of water quality	Permanent	PWES (Engineering)
Environmental Monitoring Includes: routine monitoring of water quantity, air quality, creeks, and floods, weeds, noise, erosion, top soil, storm water, etc.	7	PWES (Engineering)

Video Surveillance - Sewer Inspections	Permanent	PWES (Public Works)
Utility Documents Includes: locates	7	PWES (Public Works)
Roads – General Includes: half load restrictions, winter control, sidewalks, school safety, entrances, weed control, inspections, etc.	7	PWES (Public Works)
Roads – Traffic Includes: studies, intersection drawings, crossing guards, traffic counts, accident statistics, temporary road closures, signalized intersections, etc.	20	PWES (Public Works, Engineering)
Roads – road/street closures	7	PWES (Public Works)
Roads – Maintenance Records Includes: sidewalks, reports, etc.	20	PWES
Trees Includes: removal, planting, trimming, pruning, preservation, etc.	7	PWES (Public Works – Parks)
Crew Cards	7	PWES (Public Works – Parks)
Parks and Trail Management Includes: design, set-up, landscaping, maps, plans, maintenance, etc.	7	PWES (Public Works – Parks)
Daily Occurrence Logs	7	PWES (Public Works – Operations)
Security Includes: reports, requests, logs, security passes, control of keys	2	PWES (Public Works, Building Services)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-16

PARKING: (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

   Schedule "A" to By-law 93-165 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 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-16 MUNICIPAL BY-LAW ENFORCEMENT OFFICERS.DOCX

SCHEDULE "A"

David Etchells	51
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Brian Ford	104
David Hopkinson	105
Nathaniel Louttit	106
Sean Miller	107
Timothy Moreland	108
Arian Finlayson	109
Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Robert McCoy	128
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-17

AGREEMENT: (C3.1) A by-law to authorize the execution of the Agreement between the City and IDEA Inc. Integrated Design Engineering and Architecture for the provision of architectural and engineering services associated with the planning, design, tendering and contract administration of the Twin Pad Expansion to be located at the Northern Community Centre.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated November 14, 2019 between the City and IDEA Inc. Integrated Design Engineering and Architecture, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of architectural and engineering services associated with the planning, design, tendering and contract administration of the Twin Pad Expansion to be located at the Northern Community Centre.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 6th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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Ontario Association of Architects

Standard Form of Contract for Architect's Services

OAA 600-2013

FOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

ARCHITECTURAL & ENGINEERING SERVICES – Twin Pad Expansion Northern Community Centre (File # 2019CDE-CS-04-P)

OAA 600-2013
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* *List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.*

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AGREEMENT

A1 This contract made as of the 14 day of the month of November in the year 2019.

A2 between the *Client*:

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

A3 and the *Architect*:

IDEA Inc. Integrated Design Engineering and Architecture,
421 Bay Street East, Suite 507, Sault Ste. Marie, ON.
P6A 1X3

A4 for the following *Project*:

Twin Pad Expansion Northern Community Centre (File # 2019CDE-CS-04-P, 556 Goulais Ave, Sault Ste. Marie, ON

A5 The owner, if other than the *Client*, is:

A6 The *Client's* budget for *Construction Cost* is: $ 25,000,000.00

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: May 2020

.2 *Substantial Performance of the Work*: August 2021

A8 The anticipated construction delivery type and anticipated construction contract between the owner and the contractor are:

.1 Delivery type: Design / Bid / Build

.2 Construction contract: Stipulated Sum CCDC 2 -

A9 The *Client* and the *Architect* may rely on the initial information contained in A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

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A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Structural Engineering
Civil Engineering
Mechanical Engineering,
Electrical Engineering
Rink Specialist
Cost Consultant

Pre-Engineering Surveying (if required)
Geotechnical Survey (if required)

.2 engaged by the *Client*

A11 For the *Architect's* services the fee shall be computed as follows: *(refer also to GC11)*

A11.1 Fees for Basic Architectural and Engineering Services

Fees for the provision of Architectural and Engineering Services as described in GC 2 of this Agreement (noted "Y") shall be 5.33% calculated on the Construction Costs (plus HST and Disbursements). The percentage based fee will be based on the owner's approved estimate of *Construction Costs* until such a time that the "actual" *Construction Costs* are known, at which time the fee shall be adjusted accordingly. For reference purposes, refer to IDEA proposal dated October 16, 2019 for the derivation of fee schedule.

A11.2 Fees for Additional Services

Fees for the provision of Architectural and Engineering Services as described in GC 3 of this Agreement (noted "N") shall be calculated based on the hourly rates described below and only applicable if requested and approved by the Client, and subject to the provision of article GC 3.2. Performance of any such Additional Services are to be approved in advance in writing by the City. Services contained within GC 3 (noted "Y") shall be included as part of the Fees for Basic Architectural and Engineering Services forming part of A 11.1 above. The following hourly rates will be applied for Additional Services:

Management	**$/hr**
Prinicpal	$200.00
Associate	$160.00
Architectural	
Project Architect	$140.00
Intern Architect	$110.00
Senior Arch. Technologist (OAAAS, MAATO)	$110.00
Architectural Technician (C.Tech)	$85.00
Engineering	
Senior Project Engineer (P.Eng)	$160.00
Project Engineer (P.Eng)	$130.00
Engineering Technologist	$100.00
Engineering Technician	$85.00
Support	
Rink Consultant	$85.00
Cost Consultant	$70.00
Clerical	$150.00

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A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	(15.00 %)
Design development phase	(10.00 %)
Construction documents phase	(50.00 %)
Bidding or negotiating phase	(5.00 %)
Construction phase	(20.00 %)
Total	(100.00 %)

A13 An administrative charge of 0.00 % shall be added to the reimbursable expenses as noted in GC11.2.

A14 The rate for calculating automobile travel costs shall be $ 0.58 per kilometre.

A15 The *Client* shall pay to the *Architect,* upon execution of this contract, a retaining fee in the amount of $ 0.00. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

A16 The *Client* shall pay the *Architect* upon receipt of invoices on account of the *Architect's* fee and reimbursable expenses plus applicable taxes. Invoices shall be issued and submitted monthly unless otherwise agreed.

A17 An unpaid invoice shall bear interest, calculated monthly at the rate of 2.00 % per annum, commencing 45 days after the date that the *Architect* submits the invoice.

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DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Architect is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by the OAA.

Client is the person or entity identified in Article A2.

Construction Cost is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

Construction Documents consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

Consultant is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

Consultant Coordination consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

Contingency means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

Electronic Documents are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Estimate of Construction Cost is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

General Review means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

Instruments of Service are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Place of the Work is the designated site or location of the *Work* identified in the construction contract documents.

Project as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

Substantial Performance of the Work means substantial performance of the contract as defined under the Construction Lien Act. Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

Toxic or Hazardous Substances or Materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

Work means the total construction and related services required by the construction contract documents.

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GENERAL CONDITIONS

GC1 ARCHITECT'S RESPONSIBILITIES

1.1 The *Architect* shall provide professional services as identified in this contract and shall:

.1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,

.2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,

.3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,

.4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,

.5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,

.6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,

.7 maintain the confidentiality of information so identified and provided by the *Client*, and

.8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect*'s professional judgment with respect to the *Project*.

GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

(Indicate in the table below each basic service to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	SCHEMATIC DESIGN PHASE			
.1	**Review Program** - Review the *Client's* Program of Requirements and other information furnished by the *Client* and the characteristics of the site.	Y	A11.1	
.2	**Review Applicable Codes** - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.	Y	A11.1	
.3	**Prepare Initial Evaluation** - Prepare an initial evaluation of the *Client's* Program of Requirements, schedule, budget for the *Construction Cost*, *Project* site and the proposed procurement or delivery method and other initial information provided by the *Client* each in terms of the other, to ascertain the requirements of the *Project*. The *Architect* shall notify the *Client* of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the *Project*.	Y	A11.1	
.4	**Review Initial Evaluation** - Present and review with the *Client* the initial evaluation and discuss alternative approaches to design and construction of the *Project*. The *Architect* shall reach an understanding with the *Client* regarding the requirements of the *Project*.	Y	A11.1	

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2.1	ITEM	Service Provided:	Fee Reference:	Comments
.5	**Preliminary Concept Design** - Based on the *Project's* requirements agreed upon with the *Client*, the *Architect* shall prepare for the *Client's* approval a preliminary concept design illustrating the scale and relationship of the *Project* components.	Y	A11.1	
.6	**Schematic Design Documents** - Based on the *Client's* approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the *Construction Cost*, prepare for the *Client's* review and approval, schematic design documents to illustrate the scale and character of the *Project* and how the parts of the *Project* functionally relate to each other including as appropriate: • Site Plan • Spatial Relationship diagrams • Floor Plans • Elevations • Building Sections • Outline Specifications	Y	A11.1	
.7	***Estimate of Construction Cost*** - Prepare and submit to the *Client* an *Estimate of Construction Cost* based on current area or volume unit cost prepared in accordance with GC5.3.	Y	A11.1	
.8	**Submit Schematic Design** - Submit the schematic design documents to the *Client* and request the *Client's* approval.	Y	A11.1	
	DESIGN DEVELOPMENT PHASE			
.9	**Design Development Documents** - Based on the *Client*'s approved schematic design documents and agreed *Estimate of Construction Cost*, and any *Client's* authorization o adjustments in the *Project* requirements and the budget for the *Construction Cost* prepare for the *Client*'s review and approval, design development documents, drawing and other documents to describe the size and character of the *Project* including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: • Site Plan • Floor Plans • Elevations • Building Sections • *Project* brief detailing area calculations, building systems and outline specifications	Y	A11.1	
.10	**Continue Review of Applicable Codes** - Continue to review applicable statutes, regulations codes and by-laws as the design of the *Project* is developed and where necessary review the same with the authorities having jurisdiction.	Y	A11.1	
.11	**Update *Estimate of Construction Cost*** - Prepare and submit to the *Client* for approval an updated *Estimate of Construction Cost.*	Y	A11.1	
12	**Submit Design Development** - Submit the design development documents to the *Client*, advise the *Client* of any adjustments to the *Estimate of Construction Cost* and request the *Client's* approval.	Y	A11.1	
	CONSTRUCTION DOCUMENTS PHASE			
.13	**Drawings and Specifications** - Based on the *Client's* approved design development documents and agreed updated *Estimate of Construction Cost*, prepare for *Client's* review and approval, *Construction Documents* consisting of drawings and specifications setting forth in detail the requirements for the construction of the *Project.*	Y	A11.1	

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2.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	**Review Applicable Codes** - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the *Project* may be obtained.	Y	A11.1	
.15	**Bidding Information** - Obtain instructions from and advise the *Client* on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between *Client* and contractor.	Y	A11.1	
.16	**Update *Estimate of Construction Cost*** - Update the *Estimate of Construction Cost.*	Y	A11.1	
.17	**Submit *Construction Documents*** - Submit the *Construction Documents* to the *Client*, advise the *Client* of any adjustments to the *Estimate of Construction Cost*, including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the *Client's* approval.	Y	A11.1	
	PERMITS AND APPROVALS			
.18	**Building Permit Application** - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.	N	A11.2	By Contractor
	BIDDING/NEGOTIATION PHASE			
.19	**Bidding/Negotiation** - Following the *Client's* approval of the *Construction Documents* and the latest agreed *Estimate of Construction Cost*: assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for *Client's* direction on award. Assist the *Client* with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.	Y	A11.1	
	CONSTRUCTION PHASE			
.20	***General Review*** - Provide *General Review* services during construction; examine, evaluate and report upon representative samples of the *Work*; keep the *Client* informed of the progress and quality of the *Work*; report defects and deficiencies in the *Work* observed during the course of the site reviews; and report in writing to the *Client*, contractor and chief building official.	Y	A11.1	
.21	**Site Meetings** - Attend site meetings with contractor, major sub-contractors and *Consultants*, where appropriate, to review the progress of the *Work.*	Y		
.22	**WSIB Certificates, Bonds and Insurance Policies** - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to *Client* for *Client's* bond and insurance advisors to review.	Y	A11.1	
.23	**Construction Schedule** - Receive construction schedule from contractor, review and forward to *Client.*	Y	A11.1	
.24	**Schedule of Values** - Receive schedule of values from contractor, review and adjust, if required. Advise both *Client* and contractor that the agreed schedule of values will form the basis for factoring percentage of *Work* completed into certificates for payment.	Y	A11.1	

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2.1	ITEM	Service Provided:	Fee Reference:	Comments
.25	**Payment Certification** - When engaged to provide *General Review*, receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the *Architect's* observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the *Client* in the value proportionate to the amount of the construction contract, of work performed and products delivered to the *Place of the Work*.	Y	A11.1	
.26	**Construction Contract Documentation Interpretation** - On the written request of either the *Client* or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the *Client* nor the contractor, on claims, disputes and other matters in question between the *Client* and the contractor relating to the execution or performance of the *Work* or the interpretation of the construction contract documents.	Y	A11.1	
.27	**Shop Drawings and Submittals** - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the *Work* as provided in the construction contract documents.	Y	A11.1	
.28	**Supplemental Details and Instructions** - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Architect* and the contractor.	Y	A11.1	
.29	**Requests for information (RFI's)** - Receive requests for information (RFI's) from the contractor and process accordingly.	Y	A11.1	
.30	**Proposed Change Notices/Change Orders and Change Directives** - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the *Client*'s approval and signature in accordance with the construction contract documents.	Y	A11.1	
.31	**Inspection & Testing Services** - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to *Client*.	Y	A11.1	
.32	**Substantial Performance and Completion** - As payment certifier prepare and issue at the appropriate time, a certificate of *Substantial Performance of the Work* and a statement of construction contract deemed completion in accordance with the provisions of the *Construction Lien Act*.	Y	A11.1	
.33	**Contractor's Documentation at Completion** - Receive from the contractor and forward to the *Client* for the *Client's* acceptance the written warranties and related documents as required under the construction contract.	Y	A11.1	
.34	**Takeover Procedure** - Arrange for takeover of the *Project* by the *Client*, including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.	Y	A11.1	
.35	**Twelve Month Warranty Review** - Prior to the end of the period of one year following the date of *Substantial Performance of the Work*, review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the *Work* in accordance with the construction contract between the owner and contractor.	Y	A11.1	

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GC3 PROVISION OF ADDITIONAL SERVICES

3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Article A 11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	PRE-DESIGN SERVICES			
.1	**Pre-Design Study** - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the *Client's* objectives for the *Project* being reached within the *Client's* budget and advise on measures to align the *Project* requirements with the budget, assess the suitability of the *Client's* site to accommodate the *Project* taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.	Y	A11.1	
.2	**Multiple Sites** – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.	N	A11.2	
.3	**Programming** – Provide analyses of the *Client's* needs and prepare a written Program of Requirements as described in GC4.1.	Y	A11.1	
.4	**Verifying Drawings** - Review drawings furnished by the *Client,* visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.	Y	A11.1	
.5	**Measured Drawings** - Confirm with the *Client* the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.	N	A11.2	
.6	**Survey, Geotechnical or Hazardous Materials** - Assist the *Client* in the engagement of a *Consultant* to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3	Y	A11.1	Haz. Mat report not incl.
	GENERAL SERVICES, ALL APPLICABLE PHASES			
.7	**Detailed *Estimates of Construction Cost*** - Provide detailed *Estimates of Construction Costs.*	N	A11.2	
.8	**Detailed Quantity Surveys, Inventories, Operating Costs** - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.	N	A11.2	
.9	**Future Facilities** - Provide services relating to future facilities, systems and equipment not included in the *Construction Cost.*	N	A11.2	
.10	**Provision of Interior Design Services** - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	Y	A11.1	
.11	**FF&E** - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of *Client's* inventoried FF&E.	N	A11.2	

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3.1	ITEM	Service Provided:	Fee Reference:	Comments
.12	**Signage** - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.	N	A11.2	
.13	**Tenant Related Services** – Provide tenant layout and design services or documents not otherwise included in fees.	N	A11.2	
.14	**Marketing** - Prepare promotional presentations or special marketing materials.	N	A11.2	
.15	**Model/Rendering/Video** - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the *Client*.	N	A11.2	
.16	**Photography** - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.	N	A11.2	
.17	**Language Translation** - Provide language translation services for *Construction Documents* or other documents.	N	A11.2	
.18	**Value Engineering** - Provide services in connection with value engineering or analysis.	Y	A11.1	
	PERMITS AND APPROVALS			
.19	**Special Approvals of Authorities** - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist *Consultants* if required and assist *Client* in submission of application for:			
.1	**Zoning or Land Use Amendment:**	N	A11.2	
.2	**Committee of Adjustment or variance from by-laws:**	N	A11.2	
.3	**Site Plan Approval:**	Y	A11.1	
.4	**Other Approvals:** (list and describe)			
	BIDDING/NEGOTIATION PHASE			
.20	**Pre-qualification of Bidders** - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to *Client* for *Client's* decision.	Y	A11.1	
.21	**Multiple Bid Packages** - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.	N	A11.2	
.22	**Issued for Construction Drawings** - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.	N	A11.2	
	CONSTRUCTION PHASE			
.23	**Additional On-Site Representation** – Provide extensive or full-time on-site review or representation.	N	A11.2	

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3.1	ITEM	Service Provided:	Fee Reference:	Comments
.24	**Multiple Contracts** - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.	N	A11.2	
.25	**Multiple Phases** - Provide services in connection with multiple phased occupancies.	N	A11.2	
.26	**Client's Own Forces** - Coordinate work performed by the *Client's* own forces and coordinate the services required in connection with construction performed and equipment supplied by the *Client.*	N	A11.2	
.27	**Updated Drawings** - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.	N	A11.2	
.28	**Record Drawings** - Prepare Record Drawings incorporating changes in the *Work* made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the *Architect*; the accuracy of the information supplied by the contractor shall not be the responsibility of the *Architect.*	N	A11.2	
.29	**Commissioning** - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation	N	A11.2	

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client's* written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

.1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client*'s Program of Requirements or budget for *Construction Cost*;

.2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client*'s schedule, or the method of bidding or negotiating and contracting for construction;

.3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;

.4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;

.5 due to changes required as a result of the *Client*'s failure to render decisions in a timely manner;

.6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;

.7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;

.8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;

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.9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;

.10 requested by the *Client* in connection with any mediation, arbitration proceeding, or legal proceeding; or

.11 made necessary by the extension of the anticipated dates for construction described in Article A7.

GC4 CLIENT'S RESPONSIBILITIES

4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect.* The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.

4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:

.1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;

.2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistively tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and

.3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect,* the *Architect's Consultants,* the authorities having jurisdiction or the construction contract documents.

4.4 The *Client* shall:

.1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;

.2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;

.3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;

.4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;

.5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;

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.6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;

.7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project,* including such auditing services as the *Client* may require to verify the contractor's applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; and

.8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect.*

4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:

.1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;

.2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;

.3 provide that, in the event that GC4.5.1 and GC 4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST

5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC 4.2. Initial evaluations of the *Client*'s budget for the *Construction Cost,* the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect,* represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect.*

5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost,* the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost,* and the *Client* shall cooperate with the *Architect* in making such adjustments.

5.3 When engaged to provide *Estimates of Construction Cost,* the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.

5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client,* the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.

5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:

.1 written approval of an increase in the budget for the *Construction Cost,* or
.2 authorization for re-bidding or re-negotiating of the proposal, or
.3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost,* or
.4 termination of this contract in accordance with GC 10 if the *Project* is abandoned.

5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the

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Architect, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.

5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC 5.6 is provided by a *Consultant* engaged by the *Client,* modifications to the *Construction Documents* described in GC 5.6 shall be an Additional Service.

GC6 CONSTRUCTION PHASE SERVICES

6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect.*

6.2 When engaged for services during the construction phase the *Architect* shall:

.1 be a representative of the *Client*;

.2 advise and consult with the *Client*;

.3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;

.4 forward all instructions from the *Client* to the contractor;

.5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and

.6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.

6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

.1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
.2 the results of any subsequent tests required by or performed under the construction contract documents;
.3 minor deviations from the construction contract documents being corrected prior to completion; and
.4 any specific qualifications stated in the certificate for payment.

6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC7 COPYRIGHT AND USE OF DOCUMENTS

7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.

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7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.

7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.

7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer without the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.

7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

GC8 LIABILITY OF THE ARCHITECT

8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.

8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.

8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.

8.4 The *Architect* shall not:

.1 be required to make exhaustive or continuous on-site reviews;

.2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;

.3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,

.4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and

.5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.

8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC 4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.

8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.

8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

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GC9 SUSPENSION OF SERVICES

9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.

9.2 If any invoice submitted by the *Architect* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.

9.3 The *Architect* may suspend services on the *Project*:

.1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the Architect's invoice, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the invoice, or

.2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.

9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.

9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.

9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within thirty (30) days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.

9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

GC10 TERMINATION OF SERVICES

10.1 This contract is terminated on the earliest of:

.1 completion of the services
.2 termination in accordance with GC10.
.3 one year from the date of certification of *Substantial Performance of the Work*; or
.4 one year from the date of completion of the *Work*.

10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.

10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.

10.5 In the event of termination, the *Architect* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.

10.6 Termination expenses are in addition to compensation for the *Architect's* services and include expenses directly attributable to termination for which the *Architect* is not otherwise compensated, plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or such other amount as may be mutually agreed.

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GC11 PAYMENTS TO THE ARCHITECT

11.1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the *Client*. Payments for the *Architect's* services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.

11.2 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.

11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project:*

.1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
.2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
.3 reproduction of *Instruments of Service*, photographs, and other documents;
.4 web-based project management services, specifically requested by the *Client*;
.5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
.6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
.7 other *Project* related expenses approved by the *Client* prior to expenditure.

11.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.

11.5 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.

11.6 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.

11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.

11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.

11.9 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.

11.10 If this contract requires the *Architect* to provide services both before and after the commencement of the *Work* and the *Client* is retaining holdback pursuant to the Construction Lien Act (Ontario) from payments to the *Architect*, then, for purposes of the Construction Lien Act (Ontario), this contract shall be deemed to be divided into two (2) contracts, with the terms and conditions of this contract applying with necessary modifications to both deemed contracts as follows, with:

.1 a contract for the provision of the *Architect's* services up to and including the commencement of the *Work*; and
.2 a contract for the provision of the *Architect's* services after the commencement of the *Work*.

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GC12 MISCELLANEOUS CONDITIONS

12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, 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.

12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.

12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.

12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.

12.5 This contract shall be governed by the law of the Province of Ontario.

12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.

12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

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GC13 OTHER TERMS OF CONTRACT:

The *Client* and the *Architect* agree as set forth in the following other terms:

This Agreement is to be read in conjunction with the Request for Proposal Document issued by the Corporation of the City of Sault Ste. Marie dated September 16, 2019 : File #2019CDE-CS-04-P; Addendums numbered 1 through 3, and the Proposal response submitted by IDEA Inc on October 17, 2019, all of which are attached as reference documents to this Agreement.

This contract is entered into as of the day and year first written above.

CLIENT *(Signature)*

Mayor - Christian Provenzano

(Printed name and title)

ARCHITECT *(Signature)*

FRANCO PASTORE - PRESIDENT

(Printed name and title)

City Clerk - Rachel Tyczinski

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