

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

Tuesday, October 11, 2016

4:30 p.m.

Council Chambers
Civic Centre

	Pages
1. ADOPTION OF MINUTES	13 - 27
Mover Councillor L. Turco Seconder Councillor M. Shoemaker	
Resolved that the Minutes of the Regular Council Meeting of 2016 09 26 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 R. Niro Seconder Councillor J. Hupponen	
Resolved that the Agenda for 2016 10 11 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 United Way	
Kathleen McFadden, 2016 Campaign Chair	
5.2 Small Business Week	
Angela Bruni, Economic Development Officer, Sault Ste. Marie Economic	

Development Corporation

5.3 Pregnancy and Infant Loss Remembrance Day

Melissa Frech and Miranda Moffatt

5.4 Waste Reduction Week

Corrina Barrett, Environmental Initiatives Co-ordinator

6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA

Mover Councillor L. Turco

Seconder Councillor M. Shoemaker

Resolved that all the items listed under date 2016 10 11 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Physician Recruitment Committee – Revised Operating Service Agreement 28 - 29

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

The relevant By-law 2016-169 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

6.2 Update on Surplus Policy 30 - 31

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer dated 2016 10 11 concerning an update on the Surplus Policy be received and the following recommendations be approved:

1. A Surplus Policy be deferred until 2017 when the outcome and impact of the *Companies' Creditor Arrangement Act* for one of the City's major employers is known.
2. 2016 surplus, if any, will be used to enhance the contingency reserve.

6.3 Infrastructure Task Force 32 - 40

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services

dated 2016 10 11 concerning Transportation/Infrastructure Task Force be received and the recommendation to reclassify the Transportation/Infrastructure Committee as a task force reporting to the Chief Administrative Officer and adopt a revised terms of reference be approved.

6.4 2018 Community Heritage Ontario Conference 41 - 49

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

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that the report of the Manager of Recreation and Culture dated 2016 10 11 concerning the 2018 Community Heritage Ontario Conference be received and further that Council authorize City staff to proceed with a formal application to host the 2018 conference.

6.5 Clean Water and Wastewater Fund Candidate Project 50 - 51

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Engineering dated 2016 10 11 concerning the Clean Water and Wastewater Fund be received, and the recommendation that the storm sewer from McNabb Street to Pim Street be designated as the candidate project for CWWF funding; further that in accordance with the procurement by-law a request for proposals be issued to vendors of record for professional engineering services.

6.6 Wastewater Advisory Services Amendment 52 - 53

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

The relevant By-law 2016-159 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

6.7 Temporary Site Access Agreement With Great Lakes Power Limited 54 - 55

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

The relevant By-law 2016-168 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

6.8 Ontario Community Infrastructure Fund Agreement 56 - 57

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

The relevant By-law 2016-160 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9	Pim Street Pump Station Sluice Gate Replacement	58 - 59
-----	--	---------

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

The relevant By-law 2016-164 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

6.10	Request for Lane Closing – Patricia Park Subdivision and Street Closing – Wilding Park Subdivision (Part McFadden Avenue)	60 - 62
------	--	---------

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

The relevant By-laws 2016-161, 2016-162, 2016-163 and 2016-165 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11	Penhorwood Park – Disc Golf Equipment – Financial Donation	63 - 64
------	---	---------

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

The relevant By-law 2016-156 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12	Public Transit Infrastructure Fund – Phase 1	65 - 67
------	---	---------

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

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that the report of the Manager of Transit dated 2016 10 11 be received as information; further that the allotment of \$300,000 from the Transit Reserve fund be approved to be used to match PTIF – Phase One funds; further that staff be authorized to prepare the application based on the projects listed to meet the October 18, 2016 deadline.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1	ADMINISTRATION
-----	-----------------------

7.2	COMMUNITY SERVICES DEPARTMENT
-----	--------------------------------------

7.3	ENGINEERING
-----	--------------------

7.3.1	Rodent Abatement Program	68 - 69
-------	---------------------------------	---------

A report of the Deputy CAO of Public Works and Engineering is attached for

the consideration of Council.

Mover Councillor L. Turco

Seconder Councillor J. Huppenen

Resolved that the report of the Deputy CAO of Public Works and Engineering Services dated 2016 10 11 concerning the Rodent Abatement Program be received and that Council direct staff to discontinue the rodent abatement program as a whole; further that staff co-ordinate the services of the City's Building Division, Sault Ste. Marie Innovation Centre, and Algoma Public Health to explore the implementation of a program as proposed by SSMIC in assessing and tracking "hotspots".

Mover Councillor R. Niro

Seconder Councillor M. Bruni

Resolved that the main motion be amended as follows:

DELETE the words:

"to discontinue the rodent abatement program as a whole"

and to REPLACE with the following:

- to continue to provide rodent abatement services to private residential properties;
- to approve the RFP of Abell Pest Control for the period October 1, 2016 to September 30, 2017 with option to renew

with funding to provide the service for the balance of 2016 (\$9,116) to come from the unforeseen contingency fund) and funding for 2017 (\$36,601) to come from the general levy (\$7,601 increase over 2016 if the contract is renewed in October 2017).

7.4

FIRE

7.5

LEGAL

7.6

PLANNING

7.6.1

A-14-16-Z – 267 Cathcart Street

70 - 86

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

Mover Councillor L. Turco

Seconder Councillor M. Shoemaker

Resolved that the report of the Senior Planner dated 2016 10 11 concerning Application A-14-16-Z.OP be received and that Official Plan Amendment No. 217 by way of a notwithstanding clause to the Residential Policies within the Official Plan be approved; further that the subject property be rezoned from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to:

1. Permit not more than sixteen (16) dwelling units to locate within the existing building;
2. Permit the ground floor of the existing building to be utilized for commercial purposes, more specifically, as a 'Social Innovation Hub', which for the purposes of this by-law is defined as:
 1. A business incubator to support a number of small start-up businesses in a collaborative environment with on-site support services;
 3. That there is no outdoor storage associated with the ground floor commercial uses;
 4. That where commercial uses occupy the ground floor, the required parking be reduced from 37 spaces to 21 spaces.

and that the Legal Department be requested to prepare the by-laws necessary to effect the same.

7.6.1.1 Correspondence 87 - 87

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

8. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL

8.1 Sunday Bus Service

Mover Councillor S. Butland
Seconder Councillor P. Christian

Whereas the decision to reduce Sunday bus service from 18 to 12 hours has negatively impacted those whose work schedule necessitates bus service to ensure job security and financial stability; and

Whereas owners, operators, supervisors of 24 hour operations at gas stations, call centres, convenience stores, coffee shops, restaurants, grocery stores have indicated impacts on scheduling, worker retention.

Whereas the funding allocated by the federal government may provide the opportunity to either reconsider the decision to reduce Sunday service (see memo of 2015 12 14) or rework present routes to accommodate those negatively impacted or introduce an alternative transportation option to address the issue,

Therefore be it resolved that staff review the petitions and information collected by community members and report back to Council.

8.2

Closed Captioning

Mover Councillor S. Butland
Seconder Councillor L. Turco

Be It Resolved that appropriate staff liaise with the Canadian Hearing Society, Shaw Cable, Sault Ste. Marie Accessibility Committee and the cities of Hamilton and Ottawa in order to provide for Council's information the process required to introduce "Closed Captioning" to City Council meetings for the hearing impaired of our community.

8.3

Board and Committee Appointments Process

Mover Councillor S. Myers
Seconder Councillor P. Christian

Whereas the City of Sault Ste. Marie City Council makes appointments to more than 40 boards and committees; and

Whereas the majority of the appointments are volunteer positions; and

Whereas boards and committees are very important to our community and its development; and

Whereas it is very important that appointments are skill-based and that we ensure that the volunteers appointed to boards & committees have the right skills and abilities needed by the respective board or committee; and

Whereas the City of Sault Ste. Marie City Council wants to ensure that it is making the best appointments possible and using the best process available to it to make those appointments;

Now Therefore Be It Resolved that the City Clerk's Office be requested to report on or before the first meeting in November providing its best advice on how City Council should hereafter make its board & committee appointments.

8.4

Continuous Improvement Fund

Mover Councillor R. Romano
Seconder Councillor S. Hollingsworth

Whereas it is important that the Corporation strive for and seek out efficiencies; to reduce the cost of operations (the levy); and

Whereas we as a Council want to foster an environment of continuous improvement, whereby we encourage staff at all levels of the Corporation to advance ideas and proposals that have the opportunity of saving money to the Corporation; and

Whereas a Continuous Improvement Fund should be created as a fund that utilizes financing options as investment capital to fund continuous improvement projects that will provide a greater return on investment than the cost of borrowing.

Now Therefore Be It Resolved that this Council direct staff to prepare a report to Council outlining the financing options available to serve as capital for the Continuous Improvement Fund; and

Further that staff provide a framework for an application process to the fund; and

Further that staff provide specific consideration as to the Corporations ability to direct ANY savings realized from the fund to offset or otherwise reduce the business/commercial property tax levy.

8.5

Notice of Motion

Mover Councillor S. Butland

Seconder Councillor S. Hollingsworth

Be It Resolved that Council introduce the practice of allocating 5-10 minutes of each council meeting to provide updates to Council and more importantly, the community at large on initiatives that are pending, ongoing, prospective and new as being considered by staff, EDC, Innovation Centre, private enterprise.

Some possible presentations:

1. Status of Sault Ste. Marie Lottery and Gaming Initiative
 - a) Lottery and Gaming Pursuit Team
 - b) Data Centre
2. Small Business Development
3. Enrolment and future plans for Sault College and Algoma University
4. Progress of casino privatization – permanent structure
5. The Tech
6. Call Centres – present situation, future plans, staffing issues
7. Airport Development Corporation
8. S.I.S. Manufacturing Corporation
9. Searchmont
10. Tenaris – present situation and future?
11. Energy storage
12. Environmental Waste International
13. Tourism
14. Community Energy Strategy
15. Community Adjustment Committee
16. City Staff – housing, construction activity etc.
17. Potential economic initiatives through City/First Nation Chiefs

18. Any others deemed pertinent and appropriate by staff, EDC,SMIC, 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

Mover Councillor L. Turco

Seconder Councillor M. Shoemaker

Resolved that all By-laws under item 11 of the Agenda under date 2016 10 11 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 2016-156 (Agreement) Penhorwood Park – Disc Golf Equipment 88 - 91

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Turco

Seconder Councillor M. Shoemaker

Resolved that By-law 2016-156 being a by-law to authorize the execution of an agreement between the City and the Kiwanis Club of Lakeshore for the very generous donation of ten thousand (\$10,000) dollars for the purchase and installation and maintenance of Disc Golf course equipment at Penhorwood Park be passed in open Council on the 11th day of October, 2016.

11.1.2 By-law 2016-159 (Agreement) Amend By-law 2015-209 92 - 92

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

Mover Councillor L. Turco

Seconder Councillor M. Shoemaker

Resolved that By-law 2016-159 being a by-law to amend By-law 2015-209 to allow that an additional Twenty Thousand (\$20,000) Dollars, excluding HST, be allocated to address supervisory control and data acquisition (SCADA) and process waste water advisory services until the end of 2016 be passed in open Council this 11th day of October, 2016.

11.1.3 By-law 2016-160 (Agreement) Ontario Community Infrastructure Fund (OCIF) Formula Based Funding 93 - 128

A report from the Director of Engineering is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2016-160 being a by-law to authorize the execution of an Agreement between the City and Her Majesty the Queen in the Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (the Province) for the Ontario Community Infrastructure Fund (OCIF) formula-based funding be passed in open Council this 11th day of October, 2016.

- 11.1.4 By-law 2016-161 (Lane Assumption) Patricia Park Subdivision 129 - 130**

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2016-161 being a by-law to assume for public use and establish as a public lane, a lane in the Patricia Park Subdivision, Plan 7601 be passed in open Council this 11th day of October, 2016.

- 11.1.5 By-law 2016-163 (Street Assumption) Part McFadden Avenue 131 - 132**

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2016-163 being a by-law to assume for public use and establish as a public street a portion of McFadden Avenue in the Wilding Park Subdivision, Plan 6541 be passed in open Council this 11th day of October, 2016.

- 11.1.6 By-law 2016-164 (Agreement) Pim Street Pump Station sluice gate replacement 133 - 153**

a report from the Land Development and Environmental Engineer is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2016-164 being a by-law to authorize the execution of an Agreement between the City and AECOM Canada Ltd. for professional consulting services for the Pim Street Pump Station sluice gate replacement be passed in open Council this 11th day of October, 2016.

- 11.1.7 By-law 2016-166 (Zoning) 475 Airport Road 154 - 155**

Council Report was passed by Council resolution on September 26, 2016.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2016-166 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 475 Airport Road (The Sault Ste. Marie Airport Development Corporation) be passed in open Council on the 11th day of October, 2016.

11.1.8	By-law 2016-167 (Development Control) 475 Airport Road	156 - 158
	Council Report was passed by Council resolution on September 26, 2016.	
	Mover Councillor L. Turco Seconder Councillor M. Shoemaker	
	Resolved that By-law 2016-167 being a by-law to designate the lands located at 475 Airport Road (The Sault Ste. Marie Airport Development Corporation) an area of site plan control be passed in open Council on the 11th day of October, 2016.	
11.1.9	By-law 2016-168 (Agreement) Temporary Site Access Great Lakes Power Limited	159 - 160
	A report from the Municipal Services Engineer is on the Agenda.	
	Mover Councillor L. Turco Seconder Councillor M. Shoemaker	
	Resolved that By-law 2016-168 being a by-law to authorize the execution of a Temporary Site Access Agreement between the City and Great Lakes Power Limited to allow the City temporary access to the Great Lakes Power Limited property to stabilize the Hub Trail walkway in the area of the Clergue Generating Station be passed in open Council this 11th day of October, 2016.	
11.1.10	By-law 2016-169 (Agreement) Physician Recruitment Funding	161 - 167
	A report from the Chief Administrative Officer is on the Agenda.	
	Mover Councillor L. Turco Seconder Councillor M. Shoemaker	
	Resolved that By-law 2016-169 being a by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding be passed in open Council this 11th day of October, 2016.	
11.2	By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority	
11.2.1	By-law 2016-162 (Lane Closing) Patricia Park Subdivision	168 - 170
	A report from the Solicitor/Prosecutor is on the Agenda.	

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2016-162 being a by-law to stop up, close and authorize the conveyance of a lane in the Patricia Park Subdivision, Plan 7601 be read the FIRST and SECOND time this 11th day of October, 2016.

- 11.2.2 **By-law 2016-165 (Street Closing) Part McFadden Avenue** 171 - 173

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2016-165 being a by-law to stop up and close a part of McFadden Avenue in the Wilding Park Subdivision, Plan 6541 be read the FIRST and SECOND time this 11th day of October, 2016.

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

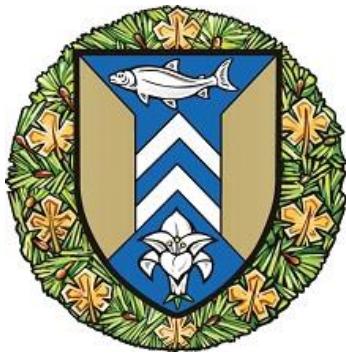
12. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**

13. **CLOSED SESSION**

14. **ADJOURNMENT**

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, September 26, 2016

4:30 p.m.

Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Huppenen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor R. Romano

Absent: Councillor J. Krmpotich

Officials: A. Horsman, M. White, N. Kenny, L. Girardi, S. Schell, P. Niro, M. Figliola, F. Coccimiglio, C. Rumiel, T. Gowans

1. ADOPTION OF MINUTES

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2016 09 12 be approved.

Carried

2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor L. Turco – Policy Implications of Ridesharing Services and the Applicability of By-law 2015-72 as an Enforcement Tool

Spouse is employed by Police Services.

3.2 Councillor L. Turco – Municipal Law Enforcement Officers – Appointment

Spouse is employed by Police Services.

3.3 Councillor M. Shoemaker – Policy Implications of Ridesharing Services and the Applicability of By-law 2015-72 as an Enforcement Tool

Proposals may affect a client of law firm.

3.4 Councillor M. Shoemaker – A-13-16-Z – 475 Airport Road

Applicant is a client of law firm.

3.5 Councillor L. Turco – By-law 2016-149 (Parking) Municipal Law Enforcement Officers

Spouse is employed by Police Services.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the Agenda and Addendum for the 2016 09 26 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Culture Days

Kathy Fisher, Curator, Ermatinger-Clergue National Historic Site and Helena Huopalainen, Manager of Community Engagement, Sault Ste. Marie Public Library were in attendance.

5.2 Fire Prevention Week

Paul Milosevich, Deputy Chief – Fire Prevention and Public Education was in attendance.

5.3 A-13-16-Z - 475 Airport Road

Steven Shoemaker (for the applicant).

6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA

Moved by: Councillor M. Shoemaker
Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2016 09 26 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Correspondence

6.1.1 Diversion of Water from the Great Lakes

Correspondence from Mayor Provenzano to the International Joint Commission was received by Council.

6.2 PUC Services Inc.

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

The relevant By-law 2016-151 is listed under item 11 of the Minutes.

6.3 2017 Council Meeting Schedule

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor J. Hupponen
Seconded by: Councillor L. Turco

Resolved that the report of the Deputy City Clerk dated 2016 09 26 regarding 2017 Council Meeting Schedule be received and that the proposed schedule be approved.

Carried

6.4 Mausoleum Phase XIV – Price List

The report of the Deputy CAO / City Clerk was received by Council.

The relevant By-law 2016-155 is listed under item 11 of the Minutes.

6.5 DSSMSSAB Transition Agreement

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

The relevant By-law 2016-144 is listed under item 11 of the Minutes.

6.6 Request for Financial Assistance for National and International Sports Competitions – Sault Surge Aquatics Team

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

Moved by: Councillor J. Hupponen
Seconded by: Councillor L. Turco

Resolved that the report of the Manager of Recreation and Culture dated 2016 09 26 concerning Request for Financial Assistance for National and International Sports Competitions – Sault Surge Aquatic Team be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve an additional \$200 financial assistance grant for the team that attended the 2016 Canadian Age Group Swimming Championships held in Calgary, Alberta July 27 to August 1, 2016 be approved.

Carried

6.7 Request for Financial Assistance for National and International Sports Competitions – Sault Golf Team

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

Moved by: Councillor M. Shoemaker
Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2016 09 26 concerning the Request for Financial Assistance for National and International Sports Competitions – Sault Golf Team be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve \$400 financial assistance grant for the team to attend the 2016 Canadian PGA Scramble – Canadian National Final to be held in Niagara Falls, Ontario from September 29 – October 1, 2016 be approved.

Carried

6.8 Firearms By-law Exemptions – Ermatinger-Clergue National Historic Site

The report of the Curator, Ermatinger-Clergue National Historic Site was received by Council.

Moved by: Councillor M. Shoemaker
Seconded by: Councillor R. Niro

Resolved that the report of the Curator, Ermatinger-Clergue National Historic Site dated 2016 09 26 concerning Firearms By-law Exemption – Ermatinger-Clergue National Historic Site be received and that the request of the Historic Site Board for temporary exemptions of firearms regulation 2008-168, regulation R. 1.2.6. from September 27, 2016 to December 15, 2017 be approved.

Carried

6.9 Fort Creek Aqueduct Environmental Assessment – Notice of Completion

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

Moved by: Councillor J. Hupponen
Seconded by: Councillor L. Turco

Resolved that the report of the Design and Construction Engineer dated 2016 09 26 concerning the Notice of Completion for the Fort Creek Aqueduct Environmental Assessment be received as information.

Carried

6.10 Off-Road Vehicle Use on Municipal Roadways

The report of the City Solicitor was received by Council.

Moved by: Councillor J. Hupponen
Seconded by: Councillor L. Turco

Resolved that the report of the City Solicitor dated 2016 09 26 concerning Off-Road Vehicle Use on Municipal Roadways be received as information; that it has the authority to pass a by-law that would allow ATVs and UTVs to be operated on municipal roads to access trails; and that the Legal Department be directed to draft a by-law for Council's consideration.

Carried

6.11 Policy Implications of Ridesharing Services and the Applicability of By-law 2015-72 as an Enforcement Tool

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Services.)

Councillor M. Shoemaker declared a conflict on this item. (Proposals may affect a client of law firm.)

The report of the City Solicitor was received by Council.

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that the report of the City Solicitor dated 2016 09 26 concerning Policy Implications of Ridesharing Services and the Applicability of By-law 2015-72 as an Enforcement Tool be received and Council authorize the formation of a special committee of Council with the mandate of reviewing current regulations on the local taxi-cab and limousine industry, analyzing newly implemented ridesharing regulations, engaging community and industry stakeholders throughout the process, and reporting back to Council on a plan of action.

Carried

6.12 Municipal Law Enforcement Officers – Appointment

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Services.)

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

The relevant By-law 2016-149 is listed under item 11 of the Minutes.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.3.1 Rodent Abatement Program

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO of Public Works and Engineering Services dated 2016 09 12 and 2016 07 18 concerning Rodent Abatement Program be received and that the following recommendations be approved:

- Discontinue the existing rodent abatement program for private properties
- Co-ordinate the services of City staff, Sault Ste. Marie Innovation Centre and Algoma Public Health to explore implementation of a program as proposed by SSMIC in assessing and tracking "hot spots" (similar to the nuisance bear program in 2004)

Officially Read and Not Dealt With

Amendment:

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Resolved that motion #1, Agenda item 8.1, Rodent Abatement Program be amended by:

DELETING the words:

"discontinue the existing rodent abatement program for private properties"

and INSERTING the words:

"approve the Rodent Abatement Program on private properties as outlined in the RFP at a cost of \$36,465"

Officially Read and Not Dealt With

Moved by: Councillor J. Hupponen
Seconded by: Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2016 09 26 be received and the recommendation that the proposal submitted by Abell Pest Control to provide Rodent Abatement Program Services be approved, subject to Council direction and the allocation of the necessary funding.

Officially Read and Not Dealt With

Moved by: Councillor L. Turco
Seconded by: Councillor S. Myers

Resolved that the reports of 2016 09 26 regarding Rodent Amendment Program and associated RFP be referred to staff for further clarification.

Carried

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-13-16-Z – 475 Airport Road

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

The report of the Senior Planner was received by Council.

Moved by: Councillor R. Niro
Seconded by: Councillor L. Turco

Resolved that the Report of the Senior Planner dated 2016 09 26 concerning Rezoning Application A-13-16-Z be received and that Council rezone the Subject Area from “AIR” (Airport Zone) to “R.1” (Estate Residential Zone), and that Council deem the rezoned area as subject to Site Plan Control.

Carried

7.6.2 A-11-16-Z – 899 Second Line West

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Shoemaker
Seconded by: Councillor R. Niro

Resolved that the report of Senior Planner dated 201609 26 rezoning Application A-11-16-Z – 899 Second Line West be received and that this application be postponed to the 2016 10 24

Council meeting.

Carried

7.6.3 Development Charges Study Update

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 09 26 be received and that Council authorize an increase in the development charges study budget by \$15,000 to update the existing work to be consistent with provincial requirements for implementation in 2017 and that this funding be taken from the uncommitted funds of the 2016 Overall Capital Works Budget; and further that the consultant work with City staff to provide recommendations concerning possible exemptions.

Defeated

7.6.3.1 Correspondence – Chamber of Commerce

The letter from Sault Ste. Marie Chamber of Commerce was received by Council.

7.6.4 Welcome Feature Options

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Senior Planner dated 2016 09 26 concerning Welcome Feature Options be received and that Council authorize Option 2 using available funding of \$276,631 from the Downtown Development Initiative (including re-allocated and previously approved funds).

Defeated

Moved by: Councillor R. Niro

Seconded by: Councillor S. Myers

Resolved that the report of the Senior Planner dated 2016 09 26 concerning Welcome Feature Options be received and that Council authorize Option 4 – Cancellation of Project.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

8. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL

8.1 Convergent Energy

Moved by: Councillor S. Butland
Seconded by: Councillor M. Shoemaker

Be It Resolved that Johannes Rittershausen, CEO of Convergent Energy be invited to attend Council to provide an update to the community on the status, nature, value, timelines and operation of the multi-million dollar energy storage facility slated to begin operation in the spring of 2017.

Carried

8.2 Survey Park Usage

Moved by: Councillor M. Shoemaker
Seconded by: Councillor S. Butland

Whereas the Parks Master Plan identifies completing a survey of all parks in the City of Sault St. Marie as an action item to be completed; and

Whereas such survey would provide Council with helpful information on the best uses for our parks, and whether changes are needed to their existing configuration, layout, purpose, or use; and

Whereas it would be beneficial to the entire Parks Master Plan to have usage statistics for the City of Sault Ste. Marie's parks prior to implementing other action items;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie request from staff a survey on the usage of all parks in the City of Sault Ste. Marie and that such information be provided in a report to Council as soon as practicable.

Carried

8.3 LED Streetlight Conversion

Moved by: Councillor R. Romano
Seconded by: Councillor R. Niro

Whereas this Council has committed to a city-wide LED streetlight conversion given the cost of efficiencies of said conversion; and

Whereas there is presently no such direction to have a conversion to LED of all interior/exterior lighting within all city-owned properties; and

Whereas such conversion to LED lighting would provide additional efficiencies and cost savings to the Corporation;

Now Therefore Be It Resolved that staff be directed to report to Council as to the cost benefits of said conversion and outline financing options available that will deliver the greatest return on investment.

Carried

8.4 Edward Street

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas Edward Street is a small unpaved street located between McGregor Avenue and Upton Road and was used as a staging area by the contractor during the 2015 reconstruction of Upton Road; and

Whereas this is a serviced street in that it is plowed during the winter months; and

Whereas the street has now been rendered almost impassable due to oversize potholes retaining deep water; and

Whereas the state of the street is a health and safety concern to neighbouring residents; and

Whereas Edward Street abuts Victoria Park, a well-used neighbourhood site;

Now Therefore Be It Resolved that appropriate staff be requested to review all options for restoring the street to its previous state and further that staff report back to City Council with the outcome.

Officially Read and Not Dealt With

8.5 CAO Performance Review

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Myers

Whereas we are at the end of the first year of the CAO's contract; and

Whereas a one year performance review is in order; and

Whereas goal setting for the second year of the contract is also in order;

Now Therefore Be It Resolved that a CAO Performance Review Committee be composed of the Mayor, Councillor Shoemaker and Councillor Myers with Deputy CAO / City Clerk – Corporate Services as staff resource; and

Further Be It Resolved that the Committee will seek and solicit input from the remainder of Council which input will inform both the performance review and goal setting.

Carried

8.6 Notice of Motion – Board and Committee Appointments Process

Moved by: Mayor C. Provenzano

Whereas the City of Sault Ste. Marie City Council makes appointments to more than 40 boards and committees; and

Whereas the majority of the appointments are volunteer positions; and

Whereas boards and committees are very important to our community and its development; and

Whereas it is very important that appointments are skill-based and that we ensure that the volunteers appointed to boards & committees have the right skills and abilities needed by the respective board or committee; and

Whereas the City of Sault Ste. Marie City Council wants to ensure that it is making the best appointments possible and using the best process available to it to make those appointments;

Now Therefore Be It Resolved that the City Clerk's Office be requested to report on or before the first meeting in November providing its best advice on how City Council should hereafter make its board & committee appointments.

9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that all By-laws under item 11 of the Agenda under date 2016 09 26 be approved, save and except 2016-149.

Carried

11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority

11.1.1 By-law 2016-144 (Agreement) Union Local 67 and DSSMSSAB

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that By-law 2016-144 being a by-law to authorize the execution of a Transition Agreement between the City, the Canadian Union of Public Employees, Local 67, and the District of Sault Ste. Marie Social Services Administration Board for the transition that would result in the District of Sault Ste. Marie Social Services Administration Board becoming the direct employer of certain employees as noted in the Agreement be passed in open Council this 26th day of September, 2016.

Carried

11.1.2 By-law 2016-146 (Property) Sale to 1753495 Ontario Limited (Part 3 Yates Avenue)

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that By-law 2016-146 being a by-law to authorize the sale of surplus property being part 110 Yates Avenue (legally described as PT S.W. 1/4 SECTION 34 BEING PART 3 ON 1R13242; Sault Ste. Marie, part PIN 31609-0368) to 1753495 Ontario Limited or as otherwise directed by them be passed in open Council this 26th day of September, 2016.

Carried

11.1.3 By-law 2016-147 (Property) Sale to Premiere Landscaping (Part 2 Yates Avenue)

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that By-law 2016-147 being a by-law to authorize the sale of surplus property being part 110 Yates Avenue (legally described as PT S.W. 1/4 SECTION 34 BEING PART 2 ON 1R13242; Sault Ste. Marie, part PIN 31609-0368) to Premiere Landscaping or as otherwise directed by them be passed in open Council this 26th day of September, 2016.

Carried

11.1.4 By-law 2016-148 (Property) Sale to Nick Parniak (Part 1 Yates Avenue)

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that By-law 2016-148 being a by-law to authorize the sale of surplus property being part 110 Yates Avenue (legally described as PT S.W. 1/4 SECTION 34 BEING PART 1 ON

September 26, 2016 Minutes

1R13242; Sault Ste. Marie, part PIN 31609-0368) to Nick Parniak or as otherwise directed by him be passed in open Council this 26th day of September, 2016.

Carried

11.1.6 By-law 2016-151 (Agreement) PUC Services Inc.

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2016-151 being a by-law to authorize the execution of a Service Agreement between the City and PUC Services Inc. for the operational and capital requirements for the LED street lights as well as the delegated authority to staff to administer be passed in open Council this 26th day of September, 2016.

Carried

11.1.7 By-law 2016-152 (Agreement) 531 Trunk Road Municipal Capital Facility

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2016-152 being a by-law to designate 531 Trunk Road as a Municipal Capital Facility for the purpose of providing affordable housing be passed in open Council this 26th day of September, 2016.

Carried

11.1.8 By-law 2016-153 (Streets) Name Change Portion Bruce Street

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2016-153 being a by-law to rename the southerly portion of Bruce Street (from Queen Street to Bay Street) Ron Francis Way be passed in open Council this 26th day of September, 2016.

Carried

11.1.9 By-law 2016-154 (Zoning) 289 Bay Street (Algoma Central Properties Inc.)

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2016-154 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 289 Bay Street (Algoma Central Properties Inc.) be passed in open Counsel this 26th day of September, 2016.

Carried

11.1.10 By-law 2016-155 (Finance) Amend By-law 2016-3 User Fees

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that By-law 2016-155 being a by-law to amend By-law 2016-3 (User Fees and Service Charges by-law) be passed in open Council this 26th day of September, 2016.

Carried

11.1.11 By-law 2016-157 (Agreement) 844 Queen Street East Municipal Capital Facility

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that By-law 2016-157 being a by-law to designate 844 Queen Street East as a Municipal Capital Facility for the purpose of providing affordable housing be passed in open Council this 26th day of September, 2016.

Carried

11.1.5 By-law 2016-149 (Parking) Municipal Law Enforcement Officers

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Services.)

Moved by: Councillor M. Shoemaker
Seconded by: Councillor R. Niro

Resolved that By-law 2016-149 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council on the 26th day of September, 2016.

Carried

- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**
- 13. CLOSED SESSION**

Moved by: Councillor J. Hupponen
Seconded by: Councillor L. Turco

Resolved that this Council proceed into closed session to discuss:

- the acquisition of properties in the downtown area
- two legal matters (potential renegotiation of a contract, potential litigation)
- an issue under the *Companies' Creditors Arrangement Act*
(a proposed or pending acquisition or disposition of land – section 239 (2)(c) *Municipal Act*; advice that is subject to solicitor/client privilege – section 239(2)(f) *Municipal Act*).

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

Carried

14. ADJOURNMENT

Moved by: Councillor M. Shoemaker

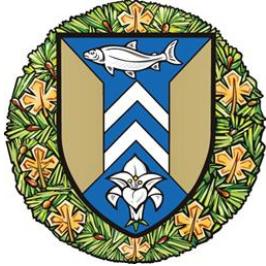
Seconded by: Councillor R. Niro

Resolved that this Council shall now adjourn.

Carried

Mayor

City Clerk



The Corporation of the City of Sault Ste. Marie

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Physician Recruitment Committee - Revised Operating Service Agreement

PURPOSE

Seek approval to execute a revised Physician Recruitment Committee Operating Service Agreement through By-law 2016-169 found in the By-law section of the October 11, 2016 Council Agenda as executed by the CAO and Mayor as the designated Physician Recruitment Committee members.

BACKGROUND

At its meeting of May 28, 2001 Council passed a resolution to establish a Physician Recruitment Committee (PRC). The PRC was struck to work with the Sault Area Hospital (SAH) and Group Health Centre (GHC) to make recommendations to City Council regarding availability of physicians and other medical specialists in the community. PRC also was to consider the potential need for the city to become more actively involved in physician recruitment. Since its establishment, the PRC developed a terms of reference, procedural protocols and recruitment policies (including incentives) and regularly provided progress reports to Council. Funding for the PRC has been provided for through a multilateral operating service agreement executed through the Committee designated appointees for the respective parties. A revised contribution agreement has recently been adopted by the PRC Committee at its meeting of September 19, 2016 and approval is being requested of Council for the CAO and Mayor to execute this agreement as the two City representatives of the Committee.

ANALYSIS

The Committee will be presenting its 2017 budget information and latest update during the outside agencies 2017 Budget presentations currently scheduled for November 3, 2016. While expenses and incentives related to physician recruitment are still required, the Committee has recognized that the level of

Physician Recruitment Committee – Revised Contribution Agreement

2016 10 11

Page 2.

expenditure can be reduced to reflect past years' actual spending experiences and re-focussing of recruitment efforts to a select set of services still required as including Internal Medicine, Psychiatry and Family Medicine. The PRC Committee therefore approved a new operating service agreement that seeks a reduction in contributions for the executing parties to \$80,000 for the City and \$60,000 for SAH and GHC respectively. The Algoma West Academy of Medicine will continue to provide in-kind annual contributions under this agreement.

FINANCIAL IMPLICATIONS

The new arrangement would see the City's annual contribution share set at \$80,000 or \$20,000 less than is currently provided. The GHC and SAH contributions would be \$60,000 each annually payable on June 1, 2016 each year. The Algoma West Academy of Medicine would continue to make satisfactory in-kind annual contributions. The City's share is paid from reserves and is provided for in the 2016 budget and will be provided in the 2017 and future year budget as required.

STRATEGIC PLAN / POLICY IMPACT

This item directly relates to the Community Development and Quality of Life Strategic focus areas found in the 2016-2020 Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2016-169 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

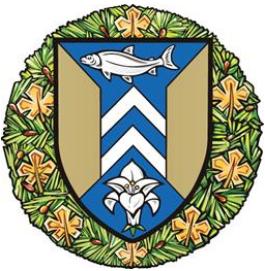


Al Horsman

Chief Administrative Officer

705.759.5347

cao.horsman@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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Update on Surplus Policy

PURPOSE

The purpose of this report is to provide Council with an update on the requested Surplus Policy.

BACKGROUND

During the 2016 Budget Deliberations Council requested a report from staff regarding a Surplus Policy, which would set out guidelines for the use of surplus in future years.

ANALYSIS

The 2016 fiscal year so far has provided many challenges resulting in staff projecting a potential deficit for the year. The 2016 budget, as with previous years, Council utilized surplus to reduce the operating levy. In 2016 Council also utilized reserves for levy reduction. The City is now in a position where neither reserves or surplus will be available in 2017.

At this time, with the uncertainty and economic impact of one of the City's major employers being under the Companies' Creditors Arrangement Act (CCAA) proceedings, staff is recommending that a Surplus Policy not be put in place until such time as the results of the CCAA are known. If the City realizes a surplus for 2016, staff is recommending that the Contingency Reserve be enhanced.

FINANCIAL IMPLICATIONS

The potential of a 2016 surplus being realized is negligible, thus there will likely not be any financial impact relating to delaying implementation of a surplus allocation policy.

STRATEGIC PLAN / POLICY IMPACT

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

Update on Surplus Policy

2016 10 11

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

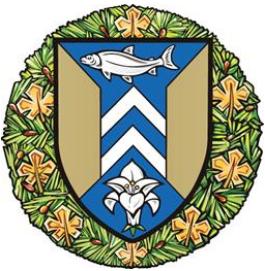
Resolved that the report of the Chief Financial Officer and Treasurer dated 2016 10 11, concerning an update on the Surplus Policy be received and the following recommendations be approved.

- 1) A Surplus Policy be deferred until 2017 when the outcome and impact of the Companies' Creditor Arrangement Act for one of the City's major employers is known.
- 2) 2016 Surplus, if any, will be used to enhance the Contingency Reserve.

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

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, Deputy CAO / City Clerk - Corporate Services

DEPARTMENT: Corporate Services

RE: Transportation/Infrastructure Task Force

PURPOSE

The purpose of this report is to obtain Council's approval of the revised terms of reference for the Transportation/Infrastructure Task Force (formerly the Transportation/Infrastructure Committee).

BACKGROUND

The Transportation/Infrastructure Steering Committee was created by resolution of Council on 2011 02 22. It replaced the former Global Gateway Steering Committee and the Deep Water Port Steering Committee. The mandate of the committee is to coordinate, investigate and facilitate activities for the City of Sault Ste. Marie's multi-modal transportation/infrastructure priorities. The committee is resourced by a co-ordinator who is retained on a fee for service basis.

ANALYSIS

Over the past five years the committee has evolved functionally from a steering committee role to a technical working group. The revised terms of reference (attached) propose to broaden the membership with representation by including sector expertise from the areas of air, rail, highways and water. In addition, it is proposed that the group be reclassified as a task force reporting directly to the Chief Administrative Officer. This classification aligns the evolved function of the group with a more appropriate administrative setting.

FINANCIAL IMPLICATIONS

There is no financial impact associated with this report's recommendation.

STRATEGIC PLAN / POLICY IMPACT

The activities of the Transportation/Infrastructure Task Force are aligned with the Community Development & Partnerships focus area of the strategic plan,

specifically in the categories of Develop Partnerships with Key Stakeholders and Maximize Economic Development & Investment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 10 11 concerning Transportation/Infrastructure Task Force be accepted and the recommendation to reclassify the Transportation/Infrastructure Committee as a task force reporting to the Chief Administrative Officer and adopt a revised terms of reference be approved.

Respectfully submitted,

Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759-5391
m.white@cityssm.on.ca

**Terms of Reference
for the
Transportation / Infrastructure Task Force**

The mandate of the Transportation / Infrastructure Task Force is to coordinate, investigate and facilitate activities for the City of Sault Ste Marie's multi-modal transportation / infrastructure priorities.

The Task Force is comprised of private sector stakeholders with expertise relative to transportation / infrastructure matters complemented by public sector representation including federal, provincial and municipal government staff. It is important to note that this private sector/public sector Task Force approach has been very successful in moving forward major community priority initiatives including the following:

- The Port of Algoma;
- Saving the Huron Central rail line between the Sault and Sudbury; and
- Providing transportation/infrastructure related input into the Northern Ontario Growth Plan / MTO 25-Year Multi-Modal Transportation Strategy for Northern Ontario.

Objectives of the Task Force are:

To develop strategies, plans and projects for implementation of the City's intermodal transportation infrastructure priorities, as directed by the CAO.

Key Strategic Directions for the Task Force were / are:

1. Establishment of a Regional Harbour in Sault Ste Marie – This project (Port of Algoma) is currently underway and the study for redevelopment is being completed by the consulting team of KPMG/AECOM. This Task Force should give consideration to the following:
 - Make recommendations towards the industrial Land Policy to attract fresh investments to Sault Ste. Marie, given the recent opening up of the Port of Algoma for commercial usage;
 - Commence work towards getting Sault Ste. Marie included in a big role in the Ring of Fire project, and related infrastructure, storage/warehousing and other opportunities;
 - Make recommendations to the City and the Federal and Provincial Governments towards further attracting fresh investments to the Sault;
 - Assist and support in educating industries towards the cost advantages and other benefits of using the Port in conjunction with other available multi-modal infrastructure;
 - Work towards realizing the true multi-modal potential of Sault Ste. Marie through a holistic approach involving all available infrastructures in conjunction with the Port of Algoma, in an efficient manner.
2. Advance the Multi- Modal Hub Concept for Sault Ste Marie:
 - Facilitate communication with the array of transportation users and providers within the city area;

- Investigate and facilitate development of multi-modal opportunities that enhance Sault Ste. Marie's role as a multi-modal hub in Northern Ontario, Canada and the U.S.
 - Identify future needs and demands with key initiatives such as the upgrading of the International Bridge lane expansion, integrated rail and trucking services, and other future multi-modal opportunities.
 - Assist and support in educating industries towards the cost advantages and other benefits of using available multi-modal infrastructure;
 - Work towards realizing the true multi-modal potential of Sault Ste. Marie through a holistic approach involving all available infrastructures in an efficient manner.
3. Support the development of investment-ready serviced industrial land within the community.
- Work closely with the City and SSMEDC to identify opportunities for advancing transportation infrastructure needs.

Reporting Relationship:

The Task Force reports directly to the CAO. The City CAO is an ex-officio member of the Task Force and is the administrative approval for the Task Force.

Financial Management:

The Task Force has access to funds to sustain its purpose which is monitored by the CAO. The Chair can approve expenditures passed by motions of the Task Force. Financial tracking will be done by Public Works and Engineering Services through interface with the City's Finance Department.

Support to the Task Force:

- The Task Force is authorized to hire a Coordinator to provide the necessary support to the group as detailed in *Appendix A*. The list of duties is approved by the CAO and the members of the Task Force.
- Administrative support is provided by Public Works and Engineering Services. The responsibilities include recording/distribution of minutes, scheduling meetings, handouts, filing, and facilitation of payments with the City's Finance Department.
- Contract management, accounts receivable, and accounts payable services are provided by the City's Finance Department.

Conflict of Interest:

General conflict of interest principles apply for all members. In the event there is a conflict of interest determined by the chair or by a member, then such conflict of interest will be declared and managed accordingly.

Confidentiality:

From time to time there may be confidential matters discussed, therefore each member is required to sign a confidentiality agreement.

Membership:

- Chair / Private Sector (1)
- City Chief Administrative Officer (1)
- Port of Algoma / Private Sector (1)

- Sault Ste Marie Economic Development Corporation (1)
- Sector expertise, i.e.: rail, air, highway, water (up to 6)
- Provincial government staff member in an advisory capacity only (1)
- Federal government staff member in an advisory capacity only (1)
- Co-ordinator

The Task Force is chaired by a member from the private sector. The Chair is recommended and approved by the membership.

Alternates can be identified by the City, EDC and Government advisors for their respective membership (see membership selection).

Membership Selection:

- Members are recommended by the membership;
- Selection of members is based on criteria in *Appendix B*;
- City member is appointed by the City's CAO;
- EDC member is appointed by the EDC CEO;
- The Co-ordinator is hired by the membership and approved by the CAO.
- Federal and Provincial government advisors are recommended by the respective agencies and approved by the Chair.

See *Appendix C* for current membership list.

Roles and Responsibilities of Members:

- **Chair:**
 - Ensures implementation of Task Force mandate as directed by the CAO.
 - Agenda approval;
 - Chairs meetings and manages any conflict of interest;
 - Ensures completion of action items and Task Force direction.
- **Public Members:**
 - Represent broad community interests;
 - Bring business, communications, project management expertise to the Task Force;
- **EDC Staff:**
 - Represent EDC's interest and mandate, and provide any expertise in inter-governmental relations, funding opportunities and communications needs;
- **City Staff:**
 - Represents City's interest;
 - Bring expertise in project management, land-use planning and infrastructure engineering;
- **Federal and Provincial Representatives:**
 - Function in an advisory role only;
 - Non-voting membership;
 - Provide expertise in inter-government communications;
 - Identify new funding opportunities

Task Force Management:

- The Task Force will meet at a minimum, on a quarterly basis. The agenda will be developed with input from all members and finalized jointly between the Chair and the Coordinator;
- The meetings will normally be held at the Sault Ste Marie Civic Centre, but may periodically be held at alternative locations;
- The agenda of the meetings will include the basic management elements: Review and approval of past meeting minutes; Declarations of conflict of interest regarding any agenda item; and, New Business. All business will be completed by passing motions and voting on motions. Results of motions and voting will be recorded in the minutes;
- Minutes will be distributed to all Members and the City's CAO. Minutes will be filed in the Task Force's master file by the Administrative Assistant to the Task Force;
- The Members may be involved in informal 'Strategic Dialogues' from time to time outside of the normal meetings and structure. The sessions are facilitated by the Coordinator;
- All Members and advisors will maintain appropriate confidentiality as needed;
- The Coordinator is the only person that is on contract and receives remuneration.

Coordinator – see Appendix A

Stakeholder Groups:

The Task Force may form stakeholder groups for specific needs and objectives and would have a limited timeline identified. Stakeholder groups would normally be chaired by a Task Force member as selected by the membership.

Timelines:

The Task Force and its Terms of Reference will be reviewed annually.

Appendix A

Duties of the Coordinator

The Coordinator is hired or appointed by the Transportation / Infrastructure Task Force and provides management services as follows:

- Develops a comprehensive understanding of the strategic importance of a multi-modal transportation hub for Sault Ste Marie and the related priorities of multi-modal transportation infrastructure of the city;
- Evaluates best opportunities to capitalize on SSM's unique transportation location strengths;
- Works closely with the City CAO to promote and provide expertise regarding the city's transportation infrastructure priorities;
- Liaises with industry and government to communicate and determine priorities, best approaches, and preferred options;
- Manages and implements Task Force activities including developing strategic directions, workplans, budget, financial reports, preparing consulting tenders, managing consultant contracts, establishing of task teams, and communication plans and actions;
- Develops the agenda for Transportation / Infrastructure Task Force meetings, ensures appropriate minutes and action items, follow up, etc.;
- Facilitates meetings;
- Explores funding options, assists in the preparation of funding applications and/or assists industrial partners in making transportation infrastructure applications to government;
- Prepares and makes presentations as required;
- As directed by the membership, reports to the CAO on the activities and priorities of the Task Force.

Appendix B

Membership Criteria

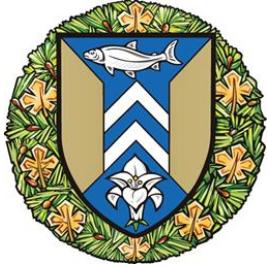
- Interest in participating as a community-based volunteer to advance the city's economic and social sustainability specifically in the improvement of multi modal transportation infrastructure;
- Skills in business management and project management either locally, regionally or provincially;
- Excellent ability to work in a team environment;
- Strategic thinking;
- Good communications skills;
- Able to attend meetings as held at a minimum, on a quarterly basis, as well as specially scheduled meeting/events. Meetings generally are early morning meetings and last 1-2 hours in length;
- Capable of reviewing and commenting on reports, group ideas, suggestions, etc. via email;
- General conflict of interest rules apply.

Appendix C

Current Membership

Don Mitchell – Chair	Private Sector
Ed Bumbacco – (Alternate Chair)	Public Member
Jerry Dolcetti	City of Sault Ste Marie
Dan Hollingsworth	EDC
Anshumali Dwivedi	Port of Algoma
David Clingen	ESSAR Steel Algoma Inc.
TBD	MNDM
Tracey Forsyth – Advisor	FedNor
David Murphy	Committee Coordinator
Benita Brogno	Administrative Support

Membership will include no more than 13 members, 2 of which will be Federal/Provincial government resources.



The Corporation of the City of Sault Ste. Marie

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: 2018 Community Heritage Ontario Conference

PURPOSE

This report is to request City Council's permission to submit a formal request to host the 2018 Community Heritage Ontario conference which would take place from June 7 – 9, 2018.

BACKGROUND

Community Heritage Ontario (CHO) is a provincial umbrella organization and advisory body for Municipal Heritage Committees. The Community Services Department and the Municipal Heritage Committee has been involved in discussions to host the 2018 CHO Conference.

In 1988, the Local Architectural Conservation Advisory Committee (L.A.C.A.C.) was host to the first Ontario Heritage Conference which was held in Sault Ste. Marie. Sault Ste. Marie has the opportunity to host the 2018 conference which will also mark the 30th anniversary. The three day conference would begin with a welcome reception on Thursday, June 7th and wrap up with a Gala Dinner on Saturday June 9th. Delegates would also have the option to extend their stay and take part in optional tours which would take place on Sunday June 10th. Many local heritage sites and venues would be showcased during the conference.

A working group has been formed consisting of members of the Municipal Heritage Committee, City staff, Tourism Sault Ste. Marie and Parks Canada. Furthermore, CHO hosts the website for online registration process and support in developing the conference program and securing guest speakers. The staff and the committee members have the experience and expertise necessary to host a successful conference.

Attached is the package which will be submitted to CHO which includes a budget and conference overview. The budget includes two different scenarios based on attendance of 155 and 220 participants. We anticipate that we will attract 185 participants which exceeds the conservative estimate that is outlined in the budget. Furthermore, a \$5,000 contingency was built into the budget.

ANALYSIS

Each year up to 250 participants attend the CHO Conference which takes place in various communities throughout Ontario. The conference provides an opportunity to showcase our community. Tourism Sault Ste. Marie projected the economic impact of the conference which is based on visitor days.

- 185 participants x 4 days = 740 visitor days at an approximate \$150 spend within the community = \$111,000
- 220 participants x 4 days = 880 visitor days at an approximate \$150 spend within the community = \$132,000

This is a per person impact on the community, which is based on additional spending on items such as food/drinks, shopping, entertainment and taxi.

Therefore, it is being recommended that City Council authorize staff to present a formal request to Community Heritage Ontario (CHO) to host the 2018 CHO Conference in Sault Ste. Marie.

FINANCIAL IMPLICATIONS

There is a minimal financial risk associated with hosting the conference. It is staff's opinion that the risk is low given the ongoing success of this event in other communities as well as the success of the conference in Sault Ste. Marie in 1988.

Currently, advance forgivable loans are provided by Community Heritage Ontario (CHO), Ontario Association of Heritage Professional (OAHP) for a total of \$10,000 which further reduces the risk for the host community.

The Municipal Heritage Committee will also prepare an application for funding to the Conferences and Events Fund which is administered by the City of Sault Ste. Marie and also request financial support from Tourism Sault Ste. Marie for the conference.

There is no anticipated financial impact to the City of Sault Ste. Marie. The budget was reviewed by the Chief Financial Officer.

STRATEGIC PLAN / POLICY IMPACT

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

Report to Council – 2018 Community Heritage Ontario Conference

2016 10 11

Page 3.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture concerning the 2018 Community Heritage Ontario Conference be received and further that Council authorize City staff to proceed with a formal application to host the 2018 conference be approved.

Respectfully submitted,



Virginia McLeod
Manager of Recreation & Culture,
Community Development & Enterprise Services
705.759.5312
v.mcleod@cityssm.on.ca

CC: S. Schell, Commissioner of Finance

Attachment



**2018 Ontario Heritage Conference
Sault Ste. Marie, June 7 to 9, 2018**





2018 Ontario Heritage Conference Agenda



Thursday

12pm - 7pm

1pm - 4pm

7pm - 9pm

Dinner Options:

Registration at the Delta Hotel and Conference Centre
Day Trips; Guided walking tours with the Heritage Discovery Centre
Opening Reception at the Canadian Bushplane Heritage Centre

Restaurants downtown, information provided



Friday

8am - 6pm

8am - 6pm

9am - 10:15am
10:15am - 10:45am
10:45am - 12:15pm
12:15pm - 1:30pm
1:30pm - 3pm
3pm - 3:15pm
3pm - 5pm

Dinner Options:

Registration at the Delta Hotel and Conference Centre
Tradeshow - 9 vendors for the heritage conference, Sault Ste. Marie components (tours & sites)
Welcome at Plenary, keynote speaker
Break
Three Sessions
Lunch with Heritage Discovery Centre actors
Three Sessions
Break
Three Sessions

Brewery tours, dinner theatre at the Tech, Heritage dinner at the Heritage Discovery Centre, Machine Shop tour and dinner at the Mill.



Saturday

8am - 12pm

8am - 6pm

9am - 10:15am
10:15am - 10:45am
11am - 12pm
12:15pm - 1:30pm
1:30pm - 5pm

6pm - 7pm

7pm

Registration at the Delta Hotel and Conference Centre
Tradeshow

Sessions at the Sault Canal Site

Break at the Machine Shop

Sessions at Algoma Conservatory Building

Lunch TBA

Tours (2 options); International Bridge, Edison Plant, CNR Building, Lock Tours Boat Cruise, Waterfront Development, Local Heritage Tours

Reception at the Machine Shop TBC

Gala Dinner, with Keynote speaker, conservatory of music performance, Group of Seven, Algoma Fall Festival. At the Machine Shop TBC



Sunday

Driving tour of Algoma Region, forts, Heritage sites, round barn and Bruce Mines visit.
Local Program for attractions.



2018 Ontario Heritage Conference Draft Budget

Revenue		Fee	Number Expected		Number Expected	
Early Bird	\$250	100	\$25,000		150	\$37,500
Full Fee	\$300	30	\$9,000		40	\$12,000
Student Early Bird	\$190	3	\$570		3	\$570
Student Regular	\$240	2	\$480		2	\$380
Day Registration Sponsorship/Program	\$150	20	\$3,000 \$10,000		25	\$4,750 \$8,000
Grants - Tourism			\$2,500			\$3,500
Grants - City			\$3,500			\$5,000
Friday Dinner	\$55	130	\$7,150		150	\$8,250
Advance Loan - OHAP			\$5,000			\$5,000
Advance Loan - CHO			\$5,000			\$5,000
Total			\$71,200			\$89,950

Expenses		Fee	Number Expected		Number Expected	
Registration Packages	\$7	160	\$1,120		220	\$1,540
ON line Reg Fees	\$3.95	160	\$632		220	\$869
Speakers and Gifts			\$15,000			\$15,000
Shuttle Bus			\$1,600			\$1,600
Printing and Advertising			\$2,000			\$2,000
Venue Rentals			\$3,500			\$3,500
Equipment			\$1,000			\$1,000
Credit Card Charges			\$1,141.50			\$1,656
Meals						
Thursday Reception	\$16	130	\$2,080		160	\$2,560
Friday Lunch	\$20	160	\$3,200		215	\$3,225
Friday Dinner (not included with registration)	\$50	130	\$7,150		150	\$8,250
Friday Nutrition Breaks (2) \$5/person	\$10	160	\$1,600		215	\$2,150
Saturday Lunch	\$15	160	\$2,400		215	\$3,225
Saturday Nutrition Breaks (2) \$5/person	\$10	160	\$1,600		215	\$2,150
Saturday Gala Dinner	\$65	160	\$10,400		215	\$13,975
Sunday Refreshment Break - AGM						
Miscellaneous						
Post Conference Report			\$500			\$500
Contingency			\$5,000			\$5,000
Total			\$59,924			\$68,200
Repay Loans			\$10,000			\$10,000
Surplus			\$1,277			\$11,750

Delta Sault Ste. Marie Waterfront Hotel and Conference Centre Proposal



Guest Rooms

We are pleased to confirm the following guest room availability for your group requirements as outlined below:

Room Type	Thurs. June 7, 2018	Fri. June 8, 2018	Sat. June 9, 2018
Delta Room	90	90	90
Premier Room	35	35	35
Deluxe Room	55	55	55

Room Type	Our Offer	Regular Rates
Delta Room	\$139.00	\$159.00
Premier Room	\$149.00	\$179.00
Deluxe Room	\$159.00	\$199.00

The above room rates are subject to applicable tax 13% HST and 3% DMF.



Complimentary Offer

Delta Sault Ste. Marie is pleased to offer your group:

- 1 complimentary guest room for every 35 actualized rooms booked
- 5 complimentary upgrades to Deluxe King Rooms at the Delta Room rate for VIPs within your group
- 1 complimentary upgrade to a two room suite at the Delta Room rate

Guest Room Types and Amenities

DELTA ROOMS: Two Queen Beds or One Queen Bed

- Complimentary High-speed Internet access
- Simmons Dreamscape Sanctuary beds
- 32" Flat Screen TV, HD cable service
- Fridge, Hair dryers, Iron/Ironing board, Coffee Maker
- Work desk, chair and ottoman
- Voicemail, Alarm Clock Radio
- Two (2) telephones – including 1 cordless complimentary 800 + local calling
- All non-smoking rooms
- Windows that open

PREMIER ROOMS: Two Queen Beds or One Queen Bed

- Complimentary High-speed Internet access
- Superior Waterfront view
- Upgraded bathroom amenities
- Upgraded bedding with *Simmons Dreamscape Mattresses*
- 32" Flat Screen TV, HD cable service
- Fridge, Hair Dryers, Iron/Ironing board, Coffee Maker
- Terry cloth robe
- Work desk, chair and ottoman
- Voicemail, Alarm Clock Radio
- Two (2) telephones – including 1 cordless, complimentary 800 + local calling
- All non-smoking rooms



DELUXE ROOMS: One King, One Queen or 2 Queen Beds

- Complimentary High-speed Internet access
- Located on the higher floors with Superior Waterfront view (7th, 8th & 9th)
- Luxurious Sanctuary Sleep, featuring Simmons Dreamscape Pillow Top Mattresses
- Terry cloth robe
- Upgraded bathroom amenities, full size walk in shower
- 32" Flat Screen TV, HD cable service
- Fridge, Hair Dryers, Iron/Ironing board, Coffee Maker
- Large work desk, two (2) telephones – including 1 cordless
- Complimentary 800 + local calling
- Voicemail, Alarm Clock iPod Dock Radio
- All non-smoking rooms
- Windows that open



Transportation

Shuttle service to the airport is available at \$35.00 (one-way) or \$70.00 (round trip) inclusive (subject to change). Our shuttle can accommodate up to 5 guests at a time and runs based on flight times from Bearskin Airlines, Air Canada Jazz and Porter Airlines.

Group Rates:

- For spouses travelling together - \$35.00 inclusive for the couple each way (subject to change)
- Group rate of \$25.00 inclusive per person each way for 2 or more people travelling together at the same time (subject to change)

Parking

All parking is provided complimentary and available in our west and east lot.

Meals and Refreshments

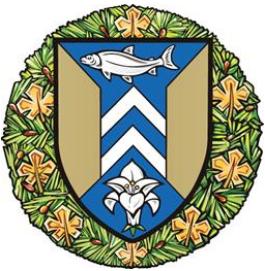
Final menu selection is required a minimum of 10 business days prior to your event and final guaranteed numbers 72 hours prior to your event. Special dietary substitutions are available upon prior request. Exact number of special meals required, must be advised at time of final guarantee. Please note that the hotel will be pleased to prepare special meals to suit dietary restrictions to a maximum of 10% of the final guarantee. All substitutions requested during the service of your function, not previously arranged, will be handled to the best of the hotel's ability and subject to availability and may be subject to additional charges.



Meeting Space

We are pleased to provide the above meeting space complimentary based on pre-planned meals each day for a minimum of 200 guests. Should the number of guests fall below 200, rental fees may apply. Further meeting space is available for breakout meetings if required (rental fees based on requirements).

Date	Time	Event	Function Space	Setup Style	Att.	Our Offer	Published Rates
Thursday June 7, 2018	12:00PM-7:00PM	Registration	Foyer	Table + Chairs	TBA	Complimentary	Complimentary
	12:00PM-9:00PM	Office	La Verendrye Salon	TBA	TBA	*	\$225
Friday June 8, 2018	8:00AM-6:00PM	Registration	Foyer	Table + Chairs	TBA	Complimentary	Complimentary
	8:00AM-9:00PM	Office	La Verendrye Salon	TBA	TBA	*	\$225
	8:00AM-8:00PM	Meetings Breakfast AM Break Lunch PM Break	Algoma Ballroom	Rounds of 8	240	*	\$1000
Saturday June 9, 2018	8:00AM-12:00PM	Registration	Foyer	Table + Chairs	TBA	Complimentary	Complimentary
	8:00AM-9:00PM	Office	La Verendrye Salon	TBA	TBA	*	\$225
	8:00AM-10:00PM	Meetings Breakfast AM Break Lunch PM Break Gala Dinner	Algoma Ballroom	Rounds of 8	240	*	\$1000



The Corporation of the City of Sault Ste. Marie

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Clean Water and Wastewater Fund Candidate Project

PURPOSE

The purpose of this report is to obtain Council approval to designate replacement of the storm sewer from McNabb Street to Pim Street as the candidate project for the Clean Water and Wastewater Fund (CWWF).

BACKGROUND

The Federal and Provincial governments recently announced the intake for Phase I of the Clean Water and Wastewater Fund (CWWF) projects. It is an \$840 million program and when combined with the municipal portion it will exceed \$1.1 billion.

The City recently completed an environmental assessment for improvements to two storm drainage areas that experience significant surface flooding on roadways. The first is on MacDonald Avenue near the intersection with Brien Avenue. The second is the storm sewer that extends from McNabb Street in the area of the YMCA southerly through an easement to Pim Street in the area of the Canadian Hotel, crossing Pim Street and discharges into a ravine south of the Great Lakes Honda dealership.

ANALYSIS

The CWWF program is a formula-based grant program which will be allocated to municipalities based on their proportion of water, wastewater and storm water infrastructure and economic conditions. The City needs to provide project information to ensure eligibility requirements are met through a short provincial and federal approval process, the deadline for which is October 31st.

In the current five year capital works plan, an allowance of \$1.25 million was allocated for the MacDonald Avenue project in 2017. These funds are sufficient to complete the works. A similar allocation of \$1.25 million was allocated in 2018 for the McNabb Street portion. It was known at the time that these funds would be insufficient to complete the works, and additional funding from senior levels of government would be required. Fortunately this funding program has been announced and staff recommends that the MacDonald Avenue project be deferred

Clean Water and Wastewater Fund Candidate Project

2016 10 11

Page 2.

and the McNabb to Pim Street sewer be designated as the candidate project for 2017 CWWF funds. The project should meet the eligibility of the program because the project would not have taken place in 2018 without additional funding from senior levels of government.

The timing of this funding is excellent, particularly given that the environmental assessment is complete. The final result of the EA was the replacement of existing storm sewer with the larger pipe size, and the construction of a stormwater retention facility in the ravine west of Pim Street.

A consulting engineer must be retained for design and contract administration of the project. Additional working easements will have to be negotiated as there will be significant disruption to the parking lot area of the Canadian Hotel.

The project schedule will be tight as there is a requirement that funds be expended by March 2018. However, if circumstances warrant, the City can seek approval to allow 25% of the funds to be spent after March 2018.

FINANCIAL IMPLICATIONS

The pre-design estimate for this project is in the range of \$5.31 million. The formula-based share of funding is \$3,296,751, leaving a City share of \$2,013,249. Engineering staff have confirmed with the Chief Financial Officer that this project is reflected in the 2017 capital budget which will be presented to Council on October 24th for approval.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

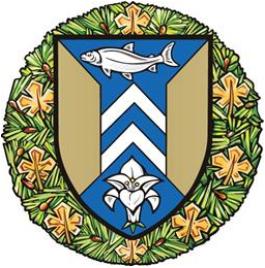
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2016 10 11 concerning the Clean Water in Wastewater Fund be received, and the recommendation that the storm sewer from McNabb Street to Pim Street be designated as the candidate project for CWWF funding, and further that in accordance with the procurement bylaw a request for proposals be issued to vendors of record for professional engineering services.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

October 11, 2016

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: Wastewater Advisory Services Amendment

PURPOSE

The purpose of this report is to request an amendment to the engineering allowance for waste water advisory services, in accordance with the procurement by-law.

BACKGROUND

Ongoing advisory services are required for supervisory control and data acquisition (SCADA) and process issues that arise at the treatment plants, seven large pump stations, and nineteen small pump stations. At the November 23, 2015 Council meeting a one year extension was approved for the Advisory Services Engineering Agreement with AECOM with an allowance of \$50,000.

ANALYSIS

Due to the number of SCADA and process issues that have required resolution to date, additional funds are necessary to extend services to the end of the year.

FINANCIAL IMPLICATIONS

It is recommended that an additional \$20,000 excluding HST be allocated to address SCADA and process advisory services until the end of 2016, to be funded from the sanitary sewer budget.

STRATEGIC PLAN / POLICY IMPACT

The Advisory Services Agreement, although not specifically mentioned in the Strategic Plan, is linked to Strategic Direction 1: Developing Solid Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Wastewater Advisory Services Amendment

2016 10 11

Page 2.

By-law 2016-159 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

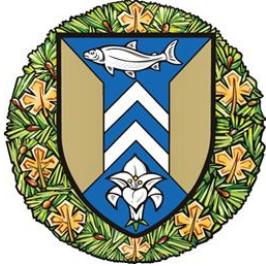
C. Taddo

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

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Daniel Perri, Municipal Services Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Temporary Site Access Agreement With Great Lakes Power Limited

PURPOSE

The purpose of this report is to obtain Council approval to enter into a temporary site access agreement with Great Lakes Power Limited.

BACKGROUND

A section of the St. Marys River shoreline near the Mill Market is deteriorating and is causing erosion along the Hub Trail. City forces must enter onto Great Lakes Power Limited (GLPL) property in order to stabilize the shoreline, preventing further damage.

A temporary site access agreement is required prior to City forces entering onto GLPL property.

ANALYSIS

The Engineering Division has reviewed the agreement with the Legal Department and has determined a By-Law is required.

FINANCIAL IMPLICATIONS

There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT

This work is linked to the maintaining existing infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Temporary Site Access Agreement With Great Lakes Power Limited

2016 10 11

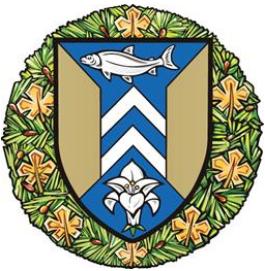
Page 2.

By-law 2016-168 can be found elsewhere on this evening's Agenda and is recommended for approval.

Respectfully submitted,



Daniel Perri, P.Eng.
Municipal Services Engineer
705.206.9777
d.perri@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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: OCIF Funding Agreement

PURPOSE

The purpose of this report is to obtain Council approval to enter into a contribution agreement with the Province for Ontario Community Infrastructure Fund (OCIF) formula based funding.

BACKGROUND

Under the OCIF program, the City is eligible to receive capital funding of the following amounts over the next three years:

- 2017: \$ 881,329
- 2018: \$1,254,523
- 2019: \$1,980,400

In order to receive this funding the City must enter into a contribution agreement with the Province.

ANALYSIS

The OCIF funding program has been altered so that the formula based portion will significantly increase over the next three years. However, the City is no longer eligible to apply for the application based funding.

It is recommended that approval be given to enter into a funding agreement with the Province for the formula based funding.

FINANCIAL IMPLICATIONS

There is no additional cost to the capital budget. The annual OCIF grants add to the capital budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

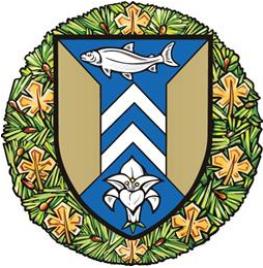
It is therefore recommended that Council take the following action:

By-law 2016-160 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

October 11, 2016

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: Pim Street Pump Station Sluice Gate Replacement

PURPOSE

The purpose of this report is to obtain approval for engineering services for the proposed Pim Street Pump Station sluice gate replacement.

BACKGROUND

Pim Street Pump Station inlet gate number two has failed and requires replacement. As a result engineering services are required for design, tendering and contract administration purposes. For preventative maintenance measures, it is also recommended that review and replacement of inlet gate number one be considered as part of this project.

FINANCIAL IMPLICATIONS

The estimated engineering for design and tendering, and contract administration is \$20,500 plus HST, to be funded from the sanitary sewer capital budget for emergency repairs.

STRATEGIC PLAN / POLICY IMPACT

The sluice gate replacement project, although not specifically mentioned in the Strategic Plan, is linked to Strategic Direction 1: Developing Solid Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Pim Street Pump Station Sluice Gate Replacement

2016 10 11

Page 2.

By-law 2016-164 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

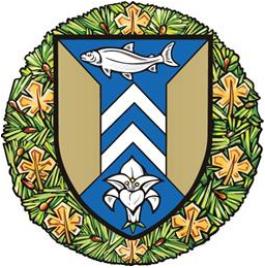
C. Taddo

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

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King

DEPARTMENT: Legal Department

RE: Request for Lane Closing – Patricia Park Subdivision and Street Closing – Wilding Park Subdivision (Part McFadden Avenue)

PURPOSE

The purpose of this report is to seek Council's approval to close and convey a lane in the Patricia Park Subdivision and part of a street (McFadden Avenue) in the Wilding Park Subdivision.

BACKGROUND

The Legal Department received a request to close and convey part of the public lane and part of McFadden Avenue described as:

Part PIN 31593-0290 (LT) PT MCFADDEN AV PL 6541 KORAH; LANE PL 7601 KORAH ABUTTING LTS 119-122 PL 7601 EXCEPT T115434; SAULT STE. MARIE.

The request was from the only property owner abutting the lane. The request was circulated to various City departments for their comments.

The Engineering Department has advised that the City will require an easement for the catchbasin and catchbasin lead located on the subject property. PUC will require an easement.

There were no other concerns.

ATTACHMENT

Attached as Schedule "A" is a drawing showing the lane and part of McFadden Avenue as "Subject Property".

Request for Lane Closing – Patricia Park Subdivision and Street Closing –
Wilding Park Subdivision (Part McFadden Avenue)
2016 10 11
Page 2.

ANALYSIS

Not Applicable

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

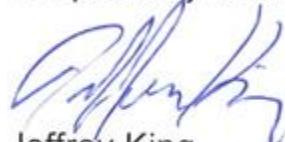
Not Applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2016-161 being a by-law to assume the lane and By-law 2016-162 being a by-law to stop up, close and convey the lane, as well as By-law 2016-163 being a by-law to assume part of McFadden Avenue and 2016-165 being a by-law to stop up, close and convey part of McFadden Avenue appear elsewhere on the Agenda and are recommended for your approval.

Respectfully submitted,

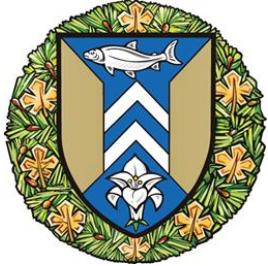


Jeffrey King
Solicitor/Prosecutor

JK/da
Attachment

LEGAL\STAFF\COUNCIL REPORTS\2016\REQUEST FOR LANE CLOSING - PATRICIA PARK SUBDIIVSION AND STREET CLOSING - WILDING PARK SUBDIVISION (PART MCFADDEN AVENUE).DOCX





The Corporation of the City of Sault Ste. Marie

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Penhorwood Park – Disc Golf Equipment – Financial Donation

PURPOSE

The purpose of this report is to follow up on the Council Resolution moved by Councillor J. Huppenen and seconded by Councillor R. Niro dated 2016 09 12:

“That the report of the Manager of Recreation and Culture dated 2016 09 12 concerning the Disc Golf Course Donation be received and that staff be authorized to enter into a memorandum of agreement with The Kiwanis Club of Lakeshore in reference to the new Disc Golf project.”

BACKGROUND

As Council is aware, The Kiwanis Club of Lakeshore has donated Ten Thousand (\$10,000.00) Dollars to the City of Sault Ste. Marie to be used for Disc Golf equipment. The said Disc Golf equipment will be purchased by the City upon execution of the Agreement.

ANALYSIS

In order to formalize the ownership, replacement and maintenance of the Disc Golf equipment to be purchased with a Ten Thousand (\$10,000.00) Dollar donation from The Kiwanis Club of Lakeshore, the City has prepared an agreement outlining the terms and conditions. It is understood that the Ten Thousand (\$10,000.00) Dollar donation shall be used for Disc Golf equipment only. It is also understood that the equipment shall be installed in Penhorwood Park. The City has undertaken to acknowledge The Kiwanis Club of Lakeshore's donation by way of a plaque which will be erected in the park.

FINANCIAL IMPLICATIONS

Not applicable.

Penhorwood Park – Disc Golf Equipment – Financial Donation

2016 10 11

Page 2.

STRATEGIC PLAN / POLICY IMPACT

The provision of Disc Golf equipment is not specifically mentioned in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

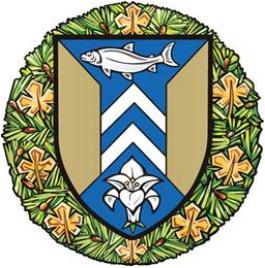
By-law 2016-156 which appears elsewhere on the agenda, authorizes a Donation Agreement between the City and The Kiwanis Club of Lakeshore for a financial donation in the amount of Ten Thousand (\$10,000.00) Dollars to be used for Disc Golf equipment which will be placed and maintained in Penhorwood Park and maintained by the City is recommended for your approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nuala Kenny".

Nuala Kenny
City Solicitor

sp\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL REPORTS\\2016\\C3.17(7)Penhorwood Park - Disc Golf Course Equipment - Financial Donation.docx



The Corporation of the City of Sault Ste. Marie

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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott, Manager of Transit and Parking

DEPARTMENT: Public Works and Engineering Services

RE: Public Transit Infrastructure Fund – Phase 1

PURPOSE

The purpose of this report is to inform Council about the Federal Government's Public Transit Infrastructure Fund ('PTIF') – Phase One and to seek approval to use \$300,000 from the Transit Reserve to match federal funds and to seek approval of the projects to be included in this application.

BACKGROUND

The City has been advised in a letter from the Ministry of Transportation, dated August 29, 2016 that the Corporation is eligible to receive an allocation of \$3,279,873 from the Public Transit Infrastructure Fund ('PTIF') – Phase One. The fund is created to support the rehabilitation of transit properties and/or study long term transit expansion plans. PTIF will allow federal dollars to fund 50% of all eligible costs incurred from April 1, 2016 to March 31, 2018. The municipality is responsible to match 50% of the cost incurred for approved project costs. The application deadline is October 18, 2016.

PTIF provides each municipality a base of \$50,000 with the remainder of the funding determined by total passenger trips – both conventional and specialized transit. Based on 2014 ridership in Sault Ste. Marie, the City is eligible to receive an allocation of \$3,279,873.

Eligible projects include refurbishment or replacement of existing infrastructure, asset management of a transit system, design and planning for the expansion and improvement to public transit systems, modernization of public transit infrastructure, and enhanced safety of public transit infrastructure.

ANALYSIS

The Federal government has stipulated that all eligible PTIF projects must be incremental, which means that the federal funding is added to the funding in the municipality's 2016 budget. The intent is for the municipality to carry out more

infrastructure projects or to accelerate those that had already been planned. Essentially, the PTIF is for projects that would not have occurred if it was not for the availability of the federal funding.

Upon receipt of this allocation, staff have met and identified \$300,000 in the Transit Reserve to serve as the City's portion to match PTIF funds. Based on total projects costs not exceeding \$600,000 (\$300,000 City reserve funds and \$300,000 PTIF funding) Transit staff have identified the following list of eligible infrastructure projects:

1. Purchase of four (4) new Parabuses – Four (4) existing Parabuses are well beyond their normal operating life thus this investment would allow for the City to maintain a fleet of specialized vehicles capable of meeting the transportation needs of our community on a daily basis. (Total cost \$380,000);
2. Purchase and installation of surveillance cameras for the Parabus fleet – The installation of cameras for our Parabus fleet will provide on-board surveillance thus enhancing passenger and employee safety. (Total cost \$50,000);
3. Purchase and installation of digital radios for fleet – It is understood that in the near future, the Federal Communications Commission is planning to change the band width to operate two-way radios such as our existing units thus forcing us to replace our communication system in the next year or two. (Total cost \$38,000);
4. Review of Conventional Transit Service – It is recommended that the existing bus routes be re-worked in an effort to re-capture lost ridership due to the development of the community in the north end (ie. Sault Area Hospital, new high school, other core businesses ('PUC') etc. (Total cost \$110,000); and
5. Replacement of aged bus shelters – The City has 75 existing bus shelters, several are dating back to the 1980's, which are in need of replacement. (Total cost \$20,000).

FINANCIAL IMPLICATIONS

To successfully complete the PTIF application process for the list of projects identified by City staff, the commitment of \$300,000 of Transit Reserve fund is required to match the \$300,000 from the PTIF – Phase One. Funding and related expenditures will be included in the 2017 Capital Budget to be presented at Council October 24th, 2016 for approval.

STRATEGIC PLAN / POLICY IMPACT

Maintaining existing infrastructure and developing new infrastructure is a key focus area of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

PTIF – Phase One

2016 10 11

Page 3.

Resolved that the report of the Manager of Transit dated 2016 10 11 be received as information and furthermore, that the allotment of \$300,000 from the Transit Reserve fund be approved to be used to match PTIF – Phase One funds and furthermore that staff be authorized to prepare the application based on the projects listed in this report to meet the October 18, 2016 deadline.

Respectfully submitted,

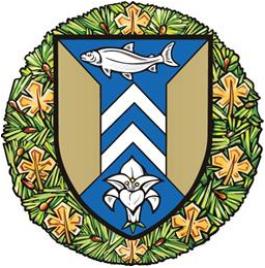


Don Scott

Manager of Transit and Parking

705.759-5848

d.scott@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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Larry Girardi, Deputy CAO Public Works & Engineering

DEPARTMENT: Engineering and Planning Department

RE: Rodent Abatement Program

PURPOSE

The purpose of this report is to provide Council with a response to their resolution dated July 18, 2016.

BACKGROUND

At the meeting of July 18, 2016 the recommendation by staff to discontinue the City funding for the rodent abatement program for private properties was referred back to staff for further information concerning the cost of continuing to provide the present level of service. Council will recall that staff indicated the current extension with the City's present service provider covered the program until September 30, 2016 at a monthly fee of \$4,500. The current budget of \$29,000 was exhausted on this date. A decision to either continue or discontinue the service is required. Should Council choose to continue providing this service a funding source will need to be identified.

ANALYSIS

As a result of the decision made by Council on July 18, 2016 staff proceeded with an RFP to provide the same level of service presently received by residents from the current provider. At the September 26, 2016 meeting, Council indicated their interest in providing service to private properties only.

The RFP included this pricing option. Abell Pest Control has proposed fees of \$36,465 plus HST for the first year commencing October 1st, 2016 to provide the rodent abatement program on private residential properties. This contract may be renewed for up to four additional years by mutual agreement with an increase of 1.5% allowed annually.

FINANCIAL IMPLICATIONS

The present budget for rodent abatement is \$29,000 annually. As previously stated, the 2016 budget has been exhausted as of September 30, 2016. If Council chooses to continue with a residential rodent abatement program, the RFP provided for that option. Council will need to identify funds for the months of October to December 2016, based on the award of the RFP to Abell Pest Control, at a rate of \$3,038.75 per month for a total of \$9,116.25 plus applicable taxes.

The total expense for the calendar year of 2017 will be \$36,601.74 plus applicable taxes if the contract is renewed. (This accounts for the increase of 1.5% for the remaining months after October 1, 2017). As noted above, as the present budget is \$29,000, there would be a 2017 funding shortfall of \$7,601.74 which Council would need to identify in the 2017 budget process.

Staff is recommending discontinuance of the rodent abatement program.

STRATEGIC PLAN / POLICY IMPACT

This report is not linked to a Corporate Strategic Plan direction.

RECOMMENDATION

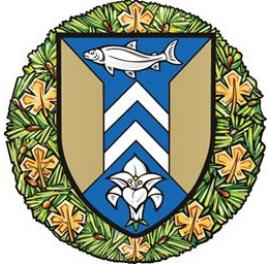
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO of Public Works and Engineering Services dated 2016 10 11 concerning the Rodent Abatement Program be received and that Council direct staff to discontinue the rodent abatement program as a whole; further that staff co-ordinate the services of the City's Building Division, Sault Ste. Marie Innovation Centre, and Algoma Public Health to explore the implementation of a program as proposed by SSMIC in assessing and tracking "hotspots".

Respectfully submitted,



Larry Girardi
Deputy CAO
705.759.5206
l.girardi@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

October 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-14-16-Z.OP – 267 Cathcart Street

PURPOSE

The applicant is seeking Council's approval for a Rezoning and Official Plan Amendment to permit the ground floor of the existing building on the property (former Blessed Sacrament Church), to be occupied by a 'Social Innovation Hub' which is a grouping of small start-up businesses locating in a collaborative environment with support services, similar to a 'business incubator'. The applicant is also seeking approval to permit up to 16 dwelling units within the existing building. A reduction from 37 to 21 spaces in required parking is also requested.

PROPOSED CHANGE

The applicant is seeking an Official Plan Amendment by way of a notwithstanding clause to the Residential Policies, to permit the ground floor of the existing building to be utilized for commercial purposes, more specifically, a 'Social Innovation Hub'. Furthermore, the applicant wishes to rezone the subject property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to:

1. Permit not more than 16 dwelling units to locate within the existing building.
2. To permit the ground floor of the existing building to be utilized for commercial purposes, as part of a 'Social Innovation Hub'.
3. To reduce the required parking from 37 spaces to 21 spaces.

Subject Property:

- Location – The subject property is located on the south side of Cathcart Street, approximately 60m (197') west of its intersection with John Street, civic no. 267 Cathcart Street.

- Size – 53m (175') frontage by 32m (105') depth totalling 1,696m² (157.56ft²)
- Present Use – Vacant, former Blessed Sacrament Church
- Owner – 1188061 Ontario Limited

BACKGROUND

There are no previous applications on the subject property.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated ‘Residential’ on Land use Schedule ‘C’ of the Official Plan.

The proposal to locate a ‘social innovation hub’ or business incubator within the ground floor of the existing building requires an amendment, by way of a notwithstanding clause to the Residential Policies of the Official Plan.

Comments

The applicant is seeking Council’s approval to facilitate the potential development of a ‘Social Innovation Hub’ or business incubator on the ground floor of the existing building, with seven (7) 2-storey apartment units above. The Social Innovation Hub is in the preliminary phases, and as such, the application has been structured in a manner that would also permit the ground floor to be occupied by dwelling units, in the event the Social Innovation Hub does not get developed. It is anticipated that the existing building could support up to sixteen (16) dwelling units.

The Social Innovation Hub would occupy approximately 600m² (6458ft²), consisting of ten (10) commercial units and a common area. The vision for the Hub is that of a business incubator intended to support a number of small start-up businesses in a collaborative, non-threatening environment with on-site support services.

An Official Plan Amendment, by way of a notwithstanding clause to the Residential policies is required to facilitate the development of the Social Innovation Hub. The proposed use is commercial; however there is certainly an institutional, economic and social development aspect associated with this proposal. The applicant has indicated that this location is ideal, and in close proximity to many of the clients that the Hub hopes to serve. Although the subject property is located one block beyond (north) the defined Downtown, it will be well within the city’s downtown area. The Hub will complement existing business incubators currently operated by the Economic Development Corporation and Innovation Centre.

From a land use perspective, the application proposes a mixed-use building, with approximately 600m² (6458ft²) of commercial uses on the ground floor, and seven (7) dwelling units above. The dwelling split is proposed to be four (4) 1-bedroom units and three (3) 2-bedroom units. The units would be 2-level.

As per Zoning By-law 2005-150, the required parking for the commercial and residential uses is 38 spaces, including four (4) barrier free parking spaces. The attached site plan depicts 21 parking spaces, two (2) of which are barrier free. The applicant is seeking a reduction in required parking from 38 spaces to 21 spaces. The proposed reduction is appropriate for a number of reasons. First, mixed use commercial/residential buildings complement each other in terms of parking. Peak parking demand for commercial uses is during the daytime, while peak demand for residential uses is after normal business hours. Second, the nature of the commercial uses is that of small start-ups, which generally have few employees and a small client base. In staff's opinion, in this case it is appropriate to reduce the required parking to 21 spaces, four (4) of which must be of a barrier free design.

There are no concerns with the proposed residential uses, even if the entire building becomes an apartment building. It is anticipated that not more than 16-units could occupy the building, resulting in a parking requirement of 20 spaces, including three (3) barrier free spaces.

Off-site impacts related to the commercial uses will also be minimal. As a business incubator, the commercial uses therein will be small scale, with minimal off-site impacts. Having said this, given nearby residential uses, it is recommended that the resulting zoning by-law include a prohibition on any outdoor storage associated with the Social Innovation Hub.

Consultation

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

- See attached letters – Building Division, Conservation Authority, Public Works & Engineering Services
- No objections/comments – Public Works, Municipal Heritage Committee, Fire Services

Correspondence from the Building Division notes that a Record of Site Condition will be required for the residential component of this proposal. A Record of Site Condition must be filed with the Ministry of the Environment and Climate Change, prior to the issuance of any building permits.

The Conservation Authority indicates that a small portion of the southeast corner of the subject property is located within their jurisdiction, and as such, a permit from the SSMRCA will be required prior to any development, site alteration or

building renovations. The SSMRCA's jurisdiction relates to a nearby flood area. Based on conversations with the SSMRCA, on a preliminary basis, there does not appear to be any major concerns associated with the nearby flood area that would impact this proposal.

Correspondence from the Municipal Services Engineer reminds the applicant that sanitary service must be verified to ensure that it can accommodate the intended use, prior to the issuance of a building permit.

Up to the drafting of this report, there have been no comments or objections resulting from the public notice.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan focuses on creating “a vibrant and attractive downtown that contributes to the vitality and resiliency of our City.” Although just outside the defined ‘Downtown’, the subject property is within the downtown area of the community. The proposed adaptive re-use of this building could reinvigorate this area and lead to further investments.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2016 10 11 concerning Application A-14-16-Z.OP be accepted and that Council approves Official Plan Amendment No. 217 by way of a notwithstanding clause to the Residential Policies within the Official Plan, and that Council rezones the subject property from “R.3” (Low Density Residential Zone) to “R3.S” (Low Density Residential Zone with a Special Exception) to:

1. Permit not more than sixteen (16) dwelling units to locate within the existing building.
2. Permit the ground floor of the existing building to be utilized for commercial purposes, more specifically, as a ‘Social Innovation Hub’, which for the purposes of this by-law is defined as:
 - a. A business incubator to support a number of small start-up businesses in a collaborative environment with on-site support services.
3. That there is no outdoor storage associated with the ground floor commercial uses.
4. That where commercial uses occupy the ground floor, the required parking be reduced from 37 spaces to 21 spaces.

A-14-16-Z.OP – 267 Cathcart Street
2016 10 11
Page 5.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Peter Tonazzo".

Peter Tonazzo, RPP
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca

PT/ps

Attachment(s)

Pat Schinners

From: Don McConnell
Sent: Thursday, September 08, 2016 4:04 PM
To: Peter Tonazzo; Pat Schinners
Subject: FW: 267 Cathcart Street - Application No. A-14-16-Z.op
Attachments: 20160908105113.pdf

From: Francois Couture
Sent: Thursday, September 08, 2016 1:29 PM
To: Don McConnell
Subject: 267 Cathcart Street - Application No. A-14-16-Z.op

Good afternoon Don, The Change of use including residential units would require a mandatory filing of a RSC . It also means that a building permit cannot be issued in relation to the regulated changes in property use until a Record of Site Condition is filed.

Sincerely,

Francois.

Francois Couture, CBCO
Co-ordinator of Plans Examination &
By-Law Enforcement Officer for
The Corporation of the City of
Sault Ste. Marie, Ontario

99 Foster Drive
5th Floor, Building Division
Sault Ste. Marie, Ontario
Canada, P6A 5X6

Tel: (705) 541-7335
Fax: (705) 541-7165
E-mail: f.couture@cityssm.on.ca

Pat Schinners

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Monday, September 12, 2016 9:57 AM
To: Pat Schinners
Subject: SSMRCA Reponse - A-14-16-Z.OP - 267 Cathcart Street

September 12, 2016

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-14-16-Z.OP
Sault Career Community Centre
267 Cathcart Street
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.

Any development on the subject property will require a site plan review and may require a permit by SSMRCA under Ont. Reg. 176/06.

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



2016 09 23

MEMO TO: Don McConnell, RPP
Planning Director

**RE: A-14-16-Z.OP
267 CATHCART STREET**

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

- The sanitary service must be verified to ensure that it can accommodate the intended use prior to a building permit being issued.

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

A handwritten signature in black ink, appearing to read "D. Perri".

D. Perri, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
d.perri@cityssm.on.ca

DP/

- c. Susan Hamilton Beach, Public Works
Pat Schinners, Planning
Don Elliott, Engineering

Site Plan

Existing Civic No. 267
Cathcart Street

—APPROX. 175.18

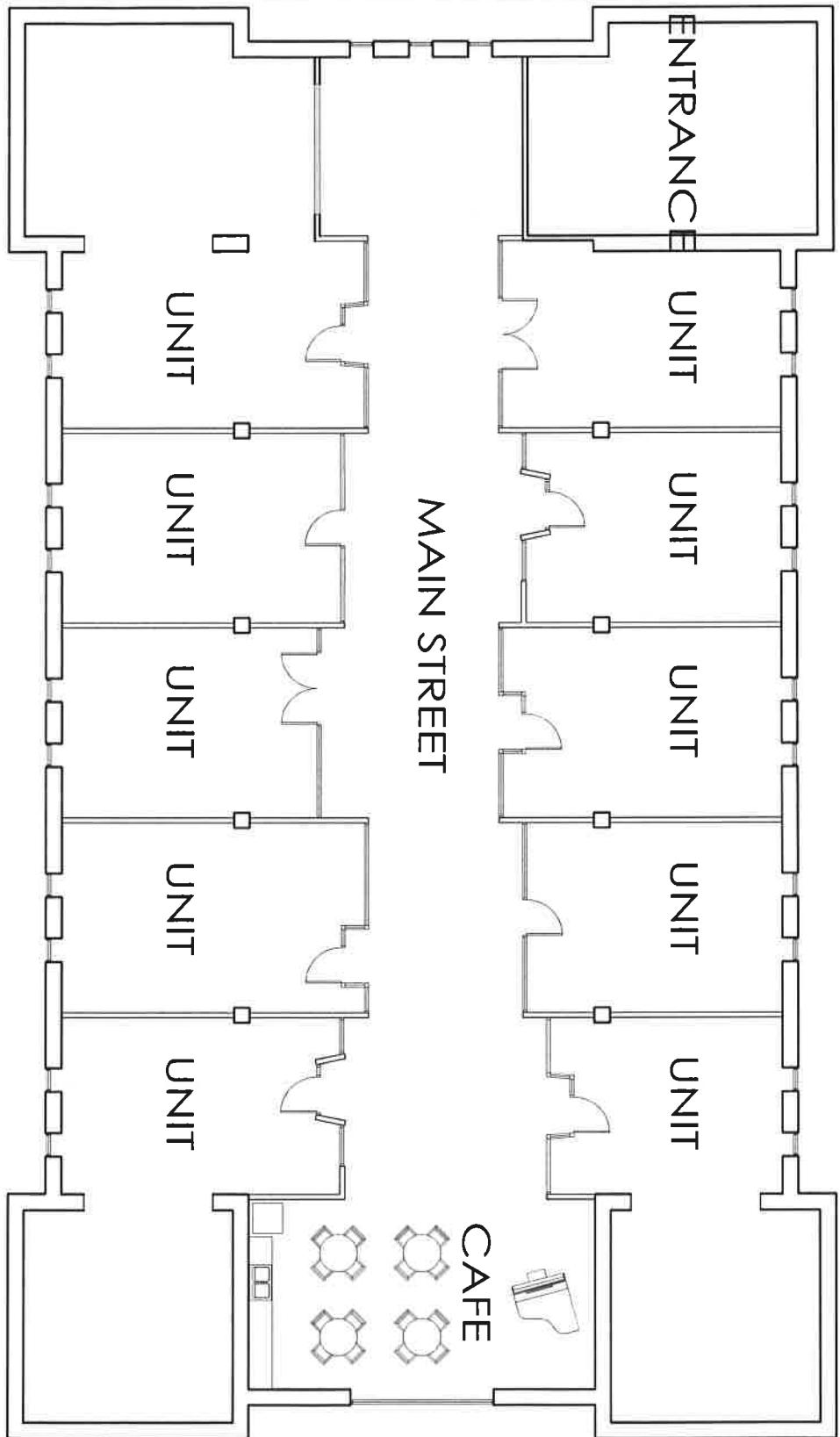
APPROX. 105.39'

drawing: SITE PLAN	score HTS	revisions	project Re-purposing Sacred Sacrament Church
project number 1511	drawn by d ellis		david ELLIS architect inc.
			477 queen street east suite 210 markham, ontario l3r 1g4 tel ph 705 253 4331 fax 253 4331 email: dellis@designplus.ca

Ground Floor Concept Plan

Blessed Sacrament

PROJECT
NORTH



a-1.3

Drawing
PROPOSED
layout
project number
1511

scale
1/4" = 1'-0"

date
10 April 2015

checked by
d. ellis

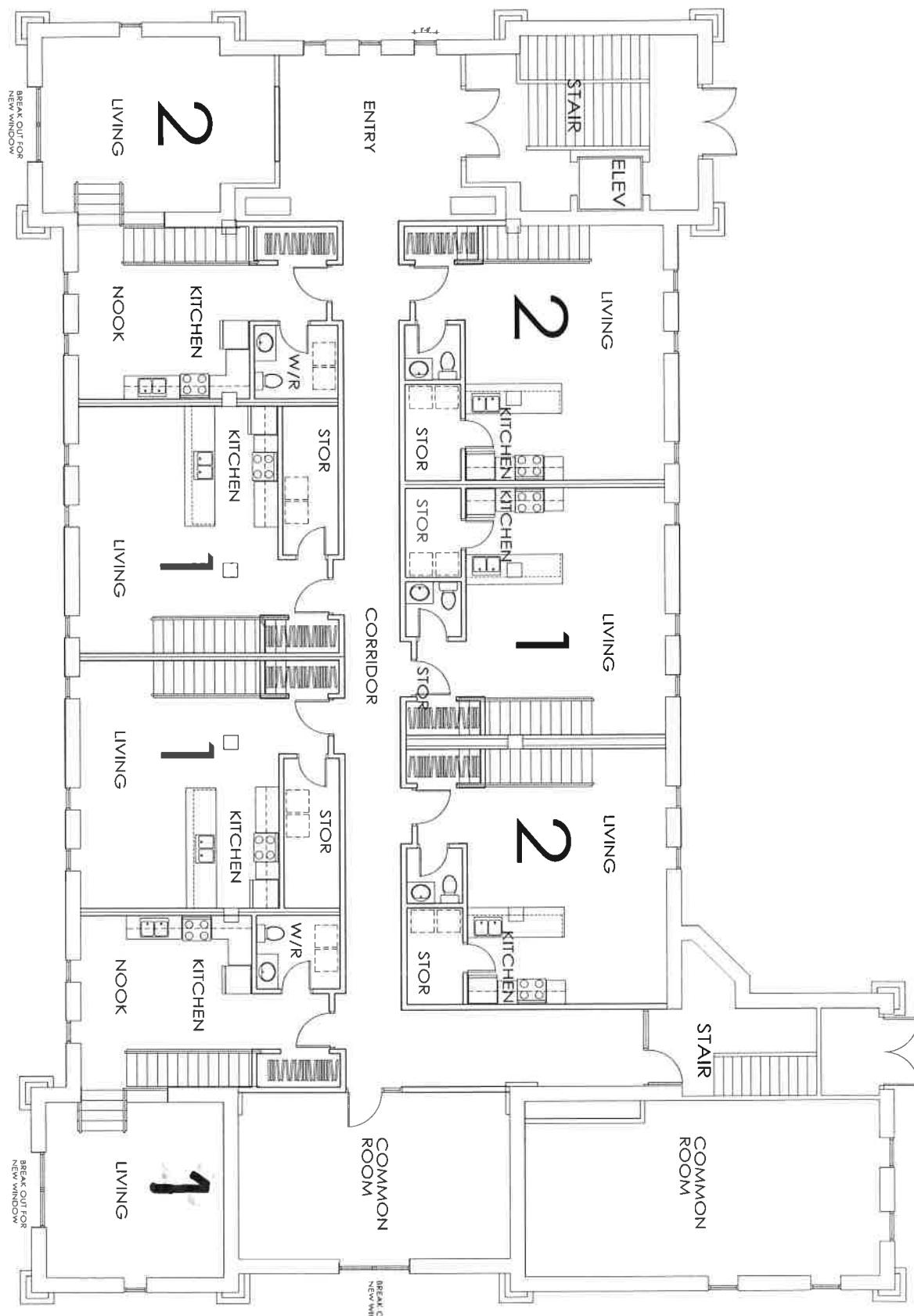
drawn by
d. ellis

revision
project
Re-purposing
Sacred Sacrament Church

david ELLIS architect inc.

Upper Level Ground Floor Concept Plan

PROJECT
NORTH



PROPOSED
layout
1511

scale
1/4" = 1'-0"
date
15 April 2015
checked by
J. Ellis
project number
1511

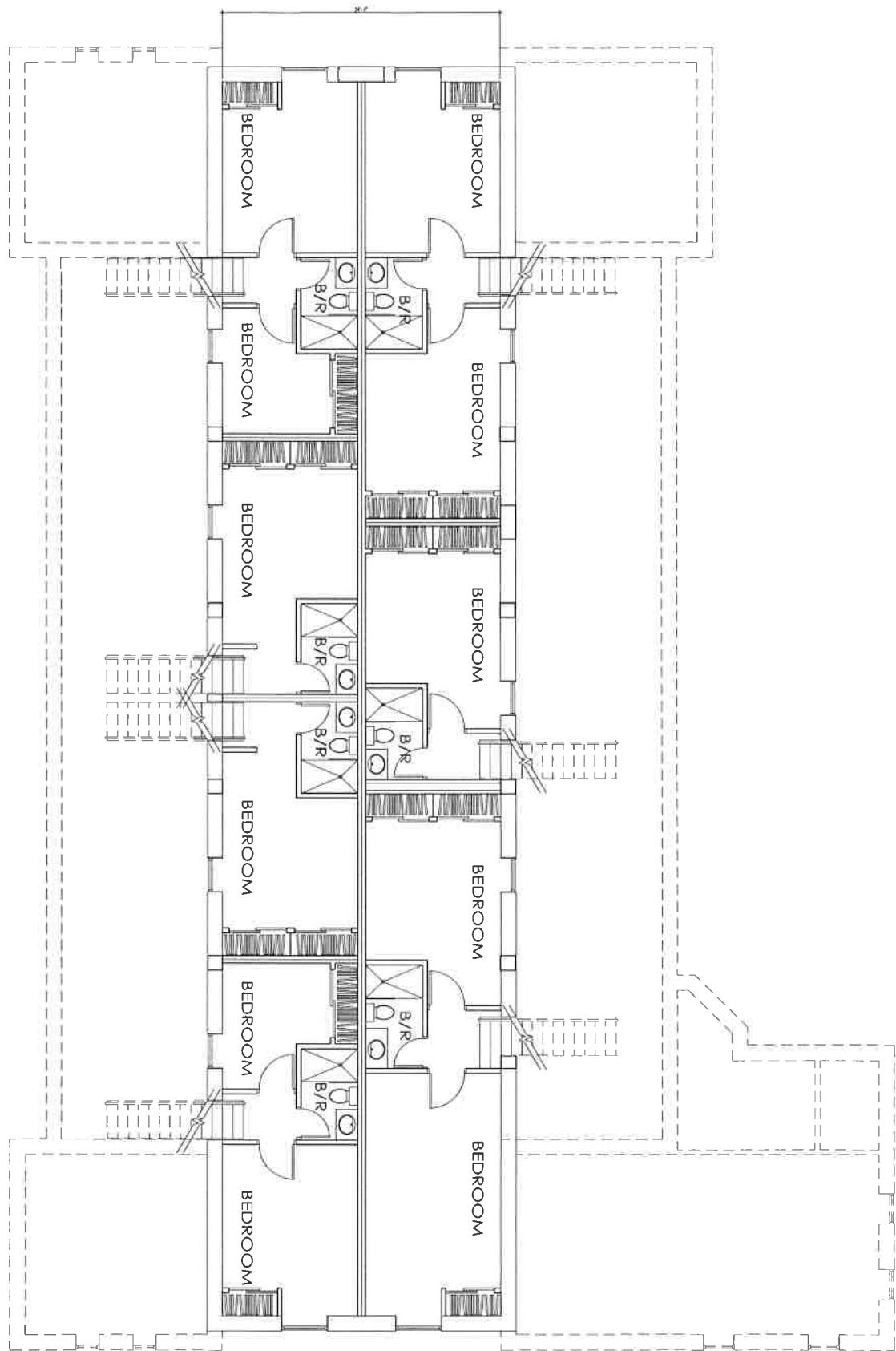
revision
1
check date
15/04/2015
check by
J. Ellis
drawing date
15/04/2015
drawn by
J. Ellis
plotter
HP 4000
paper size
24" x 36"
scale
1/4" = 1'-0"

project
Re-purposing
Sacred Sacrament Church
david ELLIS architect inc.
1255 43rd email: ellis@ellisdesign.ca
Page 80 of 173

1/4" = 1'-0"

PROJECT
NORTH

Upper Level Second Floor Concept Plan



a-1.3

PROPOSED
layout

1511
PROJECT NUMBER

size:
1/4" = 1'-0"
date:
15 april 2015
checked by
d. ellis
present by
d. ellis

project
Re-purposing
Sacred Sacrament Church

1100 10th Street • Suite 200 • Sacramento, CA 95814 • (916) 455-2527 • fax: (916) 455-2527
david ELLIS architect inc.
Page 81 of 173

**AMENDMENT NO. 217
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 Residential policies.

LOCATION

PLAN 12983 LOTS 77 to 81 and PT LOT 82 RP 13095 PART 2, located on the south side of Cathcart Street, approximately 60m (197') west of its intersection with John Street. Civic No. 267 Cathcart Street.

BASIS

This Amendment is necessary in view of a request to permit the ground floor of the existing building to be utilized for commercial purposes, more specifically a 'social innovation hub' or business incubator.

The proposal does not conform to the Residential Policies contained within the OP.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

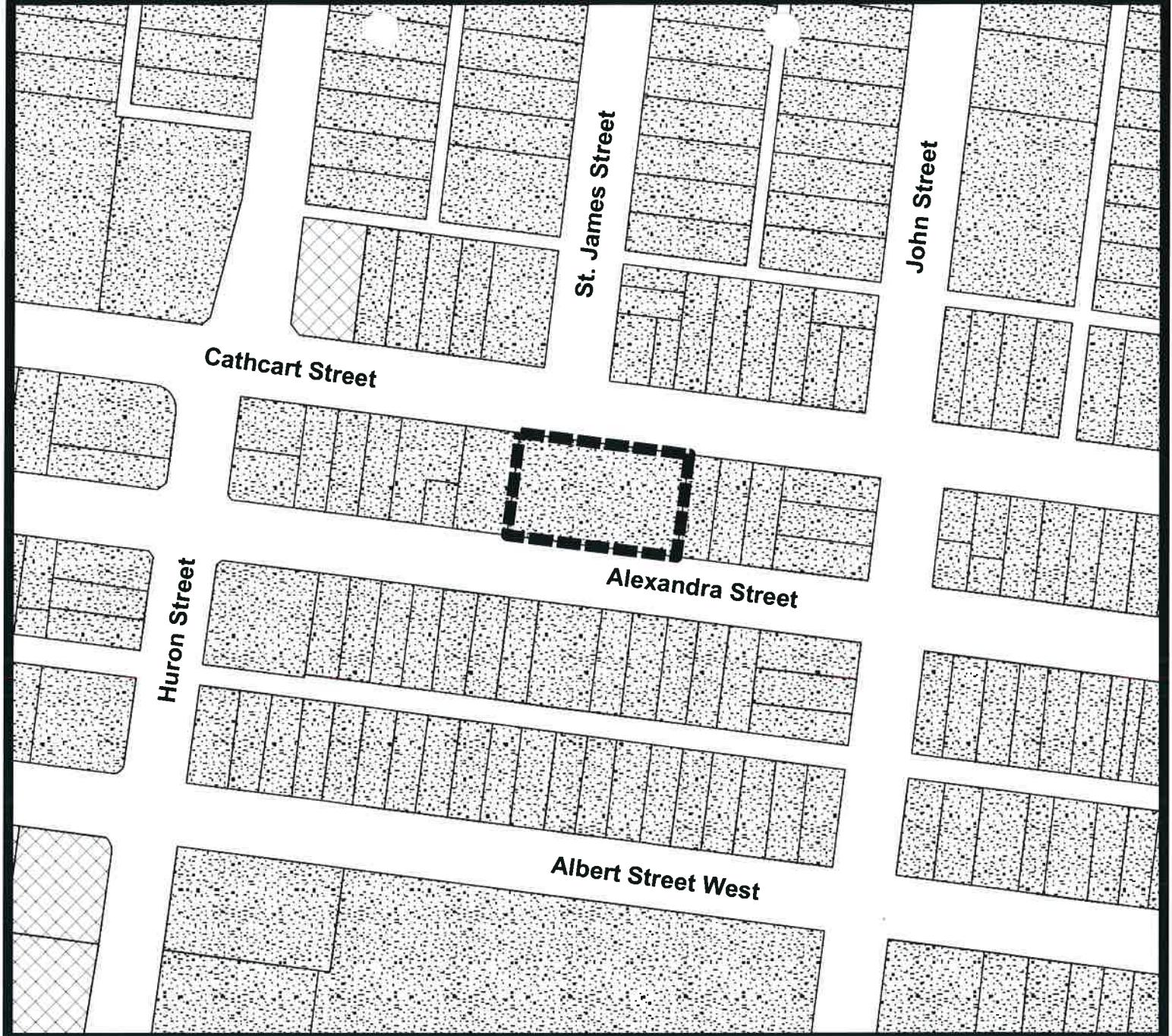
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

145. Notwithstanding the Residential Policies of the Official Plan, lands described as PLAN 12983 LOTS 77 to 81 and PT LOT 82 RP 13095 PART 2, located on the south side of Cathcart Street, approximately 60m (197') west of its intersection with John Street, Civic No. 267 Cathcart Street, may be utilized to permit commercial uses upon the ground floor within the existing building.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN LAND USE MAP

SCHEDULE "C"

267 Cathcart Street

PLANNING APPLICATION A-14-16-Z-OP



Legend



Subject Property = 267 Cathcart Street

Official Plan Land Use Designation

Land Use Designation



Residential



Commercial

METRIC SCALE
1 : 1800

ROLL NUMBER
040-026-039-00

MAP NUMBERS
16 & 1-27

MAIL LABEL
A-14-16-Z

OFFICIAL PLAN
AMENDMENT

NUMBER 217



2016 ORTHO PHOTO

PLANNING APPLICATION A-14-16-Z-OP

267 Cathcart Street



METRIC SCALE
1 : 1800

ROLL NUMBER
040-026-039-00

MAP NUMBERS
16 & 1-27

Legend



Subject Property = 267 Cathcart Street

Page 84 of 173

MAIL LABEL
A-14-16-Z



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-14-16-Z-OP

267 Cathcart Street



**METRIC SCALE
1 : 1800**

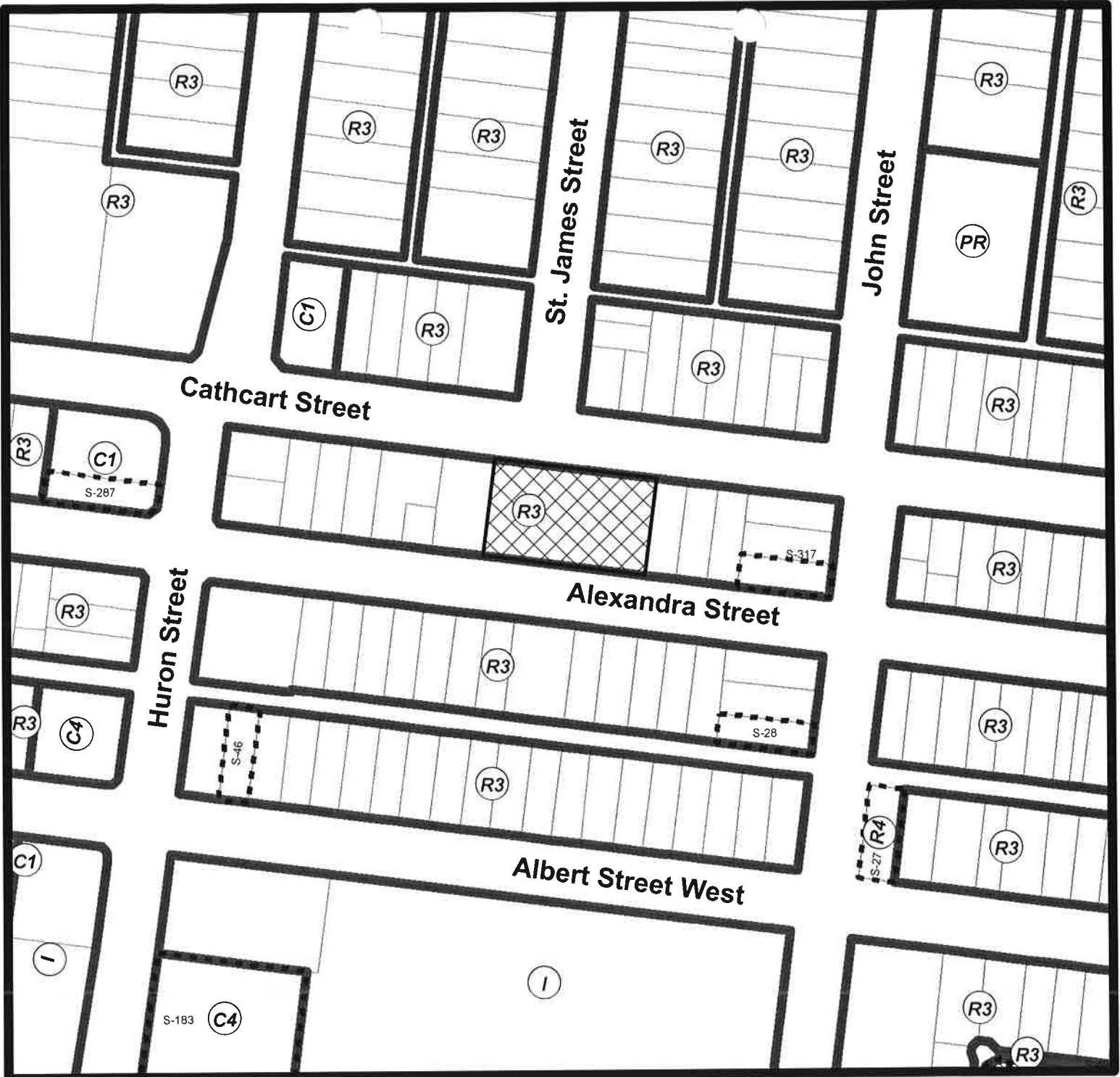
ROLL NUMBER
040-026-039-00

**MAP NUMBERS
16 & 1-27**

Legend



Subject Property = 267 Cathcart Street Page 85 of 173



EXISTING ZONING MAP

PLANNING APPLICATION A-14-16-Z-OP

267 Cathcart Street



METRIC SCALE
1 : 1800

ROLL NUMBER
040-026-039-00

MAP NUMBERS
16 & 1-27

MAIL LABEL
A-14-16-Z

Legend

- Subject Property = 267 Cathcart Street
- R3 - Low Density Residential Zone
- C1 - Traditional Commercial Zone

- C4 - General Commercial Zone; C4hp
- I - Institutional Zone
- PR - Parks and Recreation Zone
- S-# Special Exception Zoning

Malcolm White

From: Lou Turco
Sent: Tuesday, October 11, 2016 8:25 AM
To: Malcolm White; Mayor Provenzano; Al Horsman
Subject: Fwd: Old blessed Sacrement Church Proposal.

Please see email from Irma Giovanatti Bre regarding planning item on tonight's agenda. Can this be made available to the rest of Council for their info.

I have already provided Councillor Niro with a copy.

Thanks,

Lou T

Sent from my iPhone

Begin forwarded message:

From: Irma Giovanatti-Bre <irma.gb@hotmail.com>
Date: October 9, 2016 at 12:02:21 AM EDT
To: "l.turco@cityssm.on" <l.turco@cityssm.on>
Subject: Old blessed Sacrement Church Proposal.

Dear Lou, my beloved husband just passed away so I am not up to attending the council meeting this Mon 11th as I would normally want to do with a well-reasoned argument. First of all, the city letter re proposal was confusing...16 dwellings...does that include the business spaces? Regardless, I am adamantly opposed to interjecting any business hub in the middle of our residential area. We have enough business on all the corners of this area. A commercial building on the corner of Huron and Cathcart has been on sale for at least 6 yrs. We have multiple commercial enterprises not far from us in the Millmarket area and the Lakeway developement.. There are too many commercial areas vacant on Queen st. The proposed area for a "business hub" like those of the Millmarket area or that of the old Lakeway site is incomparable. They do not impact directly on quality of residential life as the present proposal would. They are divorced from direct contact with adjacent residents and provide ample parking for their clients. The idea of creating a business hub in the middle of a residential street is insulting to our intelligence and degrading to our residential quality of life. Another major concern to me is that there is already insufficient parking on Alexandra street, yet the developer wishes to decrease the # of parking spaces. Absurd! It is my perception also that the building itself is old and ugly and , even if renovated, will not attract desirable tenants long-term. I am adamantly opposed to any commercial rezoning, to any decrease in parking spaces. I shall appeal any acceptance of that. Please send copy to Rick Nero. Thank for your consideration. Irma.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-156

AGREEMENT: (C3.17(7)) A by-law to authorize the execution of an agreement between the City and The Kiwanis Club of Lakeshore for the very generous donation of Ten Thousand (\$10,000.00) Dollars for the purchase and installation and maintenance of Disc Golf course equipment at Penhorwood Park.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated October 11, 2016 between the City and The Kiwanis Club of Lakeshore, a copy of which is attached as Schedule "A" hereto. This agreement is for the ownership, replacement and maintenance of Disc Golf course equipment purchased with a Ten Thousand (\$10,000.00) Dollar donation from The Kiwanis Club of Lakeshore.

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 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

AGREEMENT

This Agreement made this 11th day of October, 2016.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

THE KIWANIS CLUB OF LAKESHORE

(hereinafter referred to as the "Kiwanis Club")

WHEREAS the City is the registered owner of parkland in the City of Sault Ste. Marie known as Penhorwood Park, 2 Weldon Avenue, Sault Ste. Marie, ON hereinafter referred to as "the Park";

AND WHEREAS the City wishes to install Disc Golf equipment in the park;

AND WHEREAS the Kiwanis Club is a volunteer organization with a commitment to community service;

AND WHEREAS the Kiwanis Club has agreed to assist the City in the acquisition of Disc Golf equipment by donating funds to the City for that purpose.

NOW THEREFORE the parties hereto agree as follows:

1. DONATION

The Kiwanis Club agrees to donate funds in the amount of Ten Thousand (\$10,000.00) Dollars to the City for the exclusive purpose of the purchase of Disc Golf equipment.

The City acknowledges having received the said funds as referred in paragraph 1 of this Agreement from the Kiwanis Club and will purchase Disc Golf equipment with said funds.

2. USE OF DONATION FUNDS

The City covenants and agrees that the donation of funds provided to it by the Kiwanis Club shall be used solely towards the cost of purchase of Disc Golf equipment and for no other purpose.

The City agrees to install the Disc Golf equipment in the Park in a timely fashion, but in any event on or before May 15, 2017.

The City acknowledges that the Kiwanis Club has made a donation of funds toward the purchase of Disc Golf equipment and the Kiwanis Club does not make any representations or warranties as to the safety of said Disc Golf equipment or its appropriateness for use by any members of the public.

3. INSTALLATION & MAINTENANCE

The City acknowledges and agrees that the installation of the Disc Golf equipment shall be the sole responsibility of the City.

The City acknowledges and agrees that all necessary maintenance of the equipment shall be the sole responsibility of the City.

The City shall indemnify and save harmless the Kiwanis Club however caused, or costs incurred from defending action arising out of the installation, maintenance or the use of the said Disc Golf equipment by any person or persons who may take claim against the Kiwanis Club.

The parties hereto acknowledge and agree that if at any point in the future the Disc Golf equipment becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

4. APPRECIATION

The City agrees to purchase, install and maintain a plaque at the Park of which material, design and word composition is to the approval of the Kiwanis Club acknowledging the generous donation of the Kiwanis Club.

The course that uses the aforesaid Disc Golf equipment shall be named "Kiwanis Club of Lakeshore Disc Golf Course" until such a time that the course is discontinued or terminated under any provision of this Agreement or request from City Council.

5. DEFAULT

In the event of default by the City, the Kiwanis Club at its sole discretion and choosing can elect to meet with the City to discuss ramifications.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals
this 11th day of October, 2016.

THE KIWANIS CLUB OF LAKESHORE

Per: _____
PRESIDENT – ANGELA RASAIAH

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

sp\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\CSD\\C3.17(7) Penhorwood Park\\Kiwanis Club of Lakeshore -
Disc Golf\\AGREEMENT.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-159

AGREEMENT: (E2.3) A by-law to amend By-law 2015-209 to allow that an additional Twenty Thousand (\$20,000) Dollars, excluding HST, be allocated to address supervisory control and data acquisition (SCADA) and process waste water advisory services until the end of 2016.

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. AMENDMENTS TO BY-LAW 2015-209

By-law 2015-209 is hereby amended to allow that an additional Twenty Thousand (\$20,000) Dollars, excluding HST, be allocated to address supervisory control and data acquisition (SCADA) and process waste water advisory services until the end of 2016.

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 11th day of October, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-160

AGREEMENT: (E2) A by-law to authorize the execution of an Agreement between the City and Her Majesty the Queen in the Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (the Province) for the Ontario Community Infrastructure Fund (OCIF) formula-based funding.

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 an Agreement dated October 11, 2016 between the City and Her Majesty the Queen in the Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (the Province), a copy of which is attached as Schedule "A" hereto. This Agreement is for the Ontario Community Infrastructure Fund (OCIF) formula-based funding.

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 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

ONTARIO COMMUNITY INFRASTRUCTURE FUND FORMULA-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “Province”)

– and –

The Corporation of the City of Sault Ste. Marie

(the “Recipient”)

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term financial support for the rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two components: (1) the Application-Based Component; and (2) the Formula-Based Component. The Formula-Based Component of the Ontario Community Infrastructure Fund is based on a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of fifty thousand dollars (\$50,000.00).

The Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms And Conditions,
Schedule “B” – Additional Terms And Conditions,
Schedule “C” – Operational Requirements Under The Agreement,
Schedule “D” – Eligible Project Categories,
Schedule “E” – Eligible And Ineligible Costs,

Schedule "F" – Financial Information,
Schedule "G" – Aboriginal Consultation Requirements,
Schedule "H" – Communications Protocol, and
Schedule "I" – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

- 2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

- 3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Ontario Community Infrastructure Fund – Formula-Based Component, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of any Projects to which Funds are directed through recourse to a third party, arbitrator, tribunal or court.

5.0 IMPACT OF RECEIVING FUNDING UNDER THIS AGREEMENT ON ANY EXISTING ONTARIO COMMUNITY INFRASTRUCTURE FUND FUNDING COMPONENT AGREEMENT

- 5.1 The Recipient acknowledges and agrees that if the Recipient receives Funds under this Agreement, the Recipient will be ineligible to receive any additional funds under any existing Ontario Community Infrastructure Fund Formula-Based Component agreement that it may

have with the Province. By way of example only, if the Recipient has an existing Ontario Community Infrastructure Fund Formula-Based Component agreement with the Province and was eligible to receive Funds for 2017 under that existing Ontario Community Infrastructure Fund Formula-Based Component agreement and receives Funds for 2017 under this Agreement, the Recipient is not eligible to receive any Funds for 2017 under its existing Ontario Community Infrastructure Fund Formula-Based Component agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw
Title: Assistant Deputy Minister

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name:
Title:

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name:
Title:

Date

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

"Aboriginal Group" includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Additional Terms and Conditions" means the terms and conditions referred to in section A9.1 of Schedule "A" to this Agreement and specified in Schedule "B" of this Agreement.

"AGA" means the *Auditor General Act*.

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

"Allocation Notice" means the notice that the Recipient received from the Province setting out the amount of Funds the Recipient is eligible to receive from the Province for the Funding Year in which the notice was issued. The "Allocation Notice" also includes the proposed allocation of Funds that the Recipient is eligible to receive for the following two Funding Years (although these proposed allocations are subject to change).

"Annual Financial Report" means the report that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

"Arm's Length" has the same meaning as set out in the *Income Tax Act (Canada)*, as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

"Auditor General" means the Auditor General of Ontario.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010*.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

"Communications Protocol" means the protocol set out under Schedule "H" of this Agreement.

"Consultant" means any person the Recipient retains to do work related to this Agreement.

"Conflict Of Interest" includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

"Contract" means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that may be submitted by the Recipient for the Province's consideration as an Eligible Cost.

"Effective Date" means the date on which this Agreement is effective, as set out under section C1.1 of Schedule "C" of this Agreement.

"Eligible Costs" means those costs set out under section E1.1 of Schedule "E" of this Agreement.

"Event of Default" has the meaning ascribed to it in section 15.1 of Schedule "A" this Agreement.

"Expiry Date" means the date on which this Agreement will expire, as set out under section C1.2 of Schedule "C" of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

"FAA" means the *Financial Administration Act*.

"Failure" means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act, 1990*.

"First Nation" means a band, as defined under section 2(1) of the *Indian Act (Canada)*.

“Funding Year” means the period commencing January 1st of one calendar year and ending December 31st of the same calendar year.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement, as set out in an Allocation Notice or Revised Allocation Notice issued under this Agreement each Funding Year.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2.1 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A3.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking:

- (a) Described in the Project Information Form the Province provides to the Recipient pursuant to this Agreement; and
- (b) Approved by the Province.

“Project Information Form” means the form that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA*

and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Revised Allocation Notice” means an Allocation Notice that the Province issues that alters an Allocation Notice that the Province previously issued.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiry Date unless terminated earlier pursuant to Articles A13, A14 or A15 of this Agreement.

A1.3 Conflict. Subject to section A9.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out any Projects to which it directs any of the Funds being provided under this Agreement and is not indebted to any person to the extent that that indebtedness would undermine the Recipient's ability to complete the Projects to which it directs the Funds;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A2.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A2.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking any Project to which Funds are directed or to meet any other term or condition under this Agreement.

A2.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article A2 of this Agreement.

A2.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A2.1, A2.2, A2.3 or A2.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE A3 FUNDS AND CARRYING OUT THE PROJECT

A3.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the amount of Funds set out in the Allocation Notice for each Funding Year during the Term of this Agreement for the sole purpose of carrying out one or more Projects;
- (b) Provide the Funds to the Recipient in accordance with Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A3.2 Limitation On Payment Of Funds. Despite section A3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds set out in an Allocation Notice or Revised Allocation Notice to the Recipient in any Funding Year until:
 - (i) The Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2 of Schedule "A" of this Agreement,
 - (ii) The Recipient has submitted to the Ministry of Municipal Affairs any outstanding financial information returns by December 31st of each calendar year,

- (iii) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs all outstanding reporting under any other Ontario Community Infrastructure Fund contribution agreement, and
- (iv) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs a copy of their asset management plan and any subsequent updates by December 31st of each calendar year if not previously submitted;
- (b) The Province is not obligated to provide any instalments of Funds set out in an Allocation Notice to the Recipient in any Funding Year until the Province is satisfied with the progress of the Project;
- (c) The Province may, acting reasonably:
 - (i) Adjust the amount of Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice, and/or
 - (ii) Adjust the amount of Funds the Province actually provides to the Recipient in any Funding Year, and/or
 - (iii) Hold all or a portion of the Funds set out in the Recipient's Allocation Notice or Revised Allocation Noticebased upon the Province's assessment of the information provided by the Recipient pursuant to Article A7 of Schedule "A" of this Agreement; and
- (d) If, pursuant to the FAA, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A14.1 of Schedule "A" of this Agreement.

A3.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward Projects that fall within the category of projects set out under section D1.1 of Schedule "D" of this Agreement;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A3.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus the Interest Earned in trust for the Province until the Recipient needs the Funds for the Projects.

A3.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A3.6 Funds For Funding Year Limited To Amount Set Out In Allocation Notice Or Revised Allocation Notice. The Recipient acknowledges and agrees that the Funds available to it for a Funding Year will not exceed the amount set out in the Recipient's Allocation or Revised Allocation Notice for that Funding Year.

A3.7 Recipient May Save Funds From One Funding Year To Use In Later Funding Years.

The Recipient may save any Funds that it receives in one Funding Year, including any interest earned thereon, for use in later Funding Years. Where the Recipient saves Funds from one Funding Year to use in later Funding Years, the Recipient will be deemed to have spent any Interest Earned first, followed by the principal.

A3.8 Saved Funds From One Funding Year Must Be Spent Within Five Funding Years Of The Year The Funds Were Allocated. Despite anything else in this Agreement, the Recipient will spend any Funds, including any interest earned thereon, that it received and has saved within five (5) Funding Years in which those Funds were received. By way of example only, if a Recipient received Funds from the Province in 2017 and decided to save those Funds, the Recipient must spend those Funds, including any interest earned thereon, by December 31, 2021. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A3.8 of the Agreement, those saved Funds, including any Interest Earned thereon, will be returned to the Province.

A3.9 Transfer Of Funds. The Recipient may transfer Funds provided under this Agreement to another entity provided the following is met:

- (a) The transfer of Funds is for a Project that is set out under section D1.1 of Schedule "D" of this Agreement;
- (b) The Project is in both the Recipient and the other entity's asset management plan; and
- (c) The entity receiving the Recipient's Funds must be eligible to receive those Funds.

A3.10 Funds May Be Used For Projects Under Other Federal Or Provincial Funding Programs. The Recipient may use the Funds being provided under this Agreement for projects covered under other provincial or federal funding programs provided the following is met:

- (a) The project is also a Project that is set out under section D1.1 of Schedule "D" of this Agreement; and
- (b) The other provincial or federal funding program allows for Funds being provided under the Ontario Community Infrastructure Fund to be used toward a project under that other provincial or federal funding program.

A3.11 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

ARTICLE A4 ABORIGINAL CONSULTATION

A4.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations. The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.

A4.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, the Province delegates the procedural aspects of

any consultation obligations the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to any Project in which Funds are directed.

A4.3 Recipients Obligations In Relation To Consultations. The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Reports.

A4.4 Recipient Will Not Start Construction On Any Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups. Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A5.1 Acquisition Of Goods And Services In Competitive Procurement Process. The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the MA applies, the Recipient will follow its procurement policies required under the MA. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services which exceed twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A5.1 of the Agreement if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.

A5.2 *BPSAA.* For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A5 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.

A5.3 *Contracts.* The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.

A5.4 *Use Of Consultants.* The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out any Projects in which Funds are directed. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.

A5.5 *Asset Retention.* The Recipient will comply with section C1.3 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, built or rehabilitated with Funds being provided under this Agreement.

A5.6 *Trade Agreements.* If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article A5 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

ARTICLE A6 CONFLICT OF INTEREST

A6.1 *No Conflict Of Interest.* The Recipient will carry out the Project and use the Funds without an actual, potential or perceived Conflict of Interest.

A6.2 *Disclosure To The Province:* The Recipient will:

- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
- (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A7 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

A7.1 *Preparation And Submission.* The Recipient will:

- (a) Submit to the Province at the address referred to in section C1.4 of Schedule "C" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "I" of this Agreement, or in a form as specified by the Province from time to time;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A7.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law.

A7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in this section A7.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section A7.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A7.4 Disclosure. To assist in respect of the rights set out under section A7.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. For greater certainty, the Province's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A7.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or any Project in which Funds are directed as the Province requests.

ARTICLE A8 COMMUNICATIONS

A8.1 Recipient To Follow Communications Protocol. The Recipient will follow the Communications Protocol set out under Schedule "H" of this Agreement.

A8.2 Publication By The Province. The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A9 ADDITIONAL TERMS AND CONDITIONS

A9.1 Additional Terms and Conditions. The Recipient will comply with any Additional Terms and Conditions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of this Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A10 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

A10.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA*.

A10.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A11 INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

A11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

A11.2 Exclusion Of Liability. The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

A11.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A11.4 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A11.5 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A11.6 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A12 INSURANCE

A12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for each Project being funded under this Agreement for a period of ninety (90) days after the Recipient has submitted a Project Information Form attesting that the Project is complete , at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C1.5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only);
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A12.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A12.1 of Schedule "A" of this Agreement.

A12.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A13 TERMINATION ON NOTICE

A13.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A13.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A12.3(c) of Schedule "A" of this Agreement; and
 - (ii) Subject to section A3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A14 TERMINATION WHERE NO APPROPRIATION

A14.1 Termination Where No Appropriation. If, as provided for in section A3.2(d) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A14.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds plus any Interest Earned on the unspent Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b) of Schedule "A" of this Agreement.

A14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A15

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A15.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
- (d) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A15.3 Opportunity To Remedy. If, in accordance with section A15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A15.4 Recipient Not Remedyng. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b) of Schedule "A" of this Agreement, and:

- (a) The Recipient does not remedy the Event of Default within the Notice Period;

- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(b), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A15.5 When Termination Effective. Termination under this Article A15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A16 LOBBYISTS AND AGENT FEES

A16.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A17 FUNDS UPON EXPIRY

A17.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds remaining in its possession or under its control plus any Interest Earned on the unspent Funds.

ARTICLE A18 REPAYMENT

A18.1 Repayment Of Overpayment Or Unspent Saved Funds. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement or the Recipient does not spend any Funds that it has saved in accordance with section A3.8 of this Agreement, the Province may:

- (a) Deduct an amount equal to the excess or saved Funds plus Interest Earned from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess or saved Funds plus Interest Earned to the Province.

A18.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A18.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A3.4 of Schedule "A" of this Agreement.

A18.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A18.4 Payment Of Money To Province. If the Province requires the Recipient to repay any Funds or Interest Earned to the Province, the Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A19.1 of Schedule "A" of this Agreement.

A18.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may set off any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A18.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A19 NOTICE

A19.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C1.6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A19.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A19.3 Postal Disruption. Despite section A19.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A20.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A21 SEVERABILITY OF PROVISIONS

A21.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A22 WAIVER

A22.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A23 INDEPENDENT PARTIES

A23.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A24 ASSIGNMENT OF AGREEMENT OR FUNDS

A24.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A24.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A25 GOVERNING LAW

A25.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A26 FURTHER ASSURANCES

A26.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A27 JOINT AND SEVERAL LIABILITY

A27.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A28 RIGHTS AND REMEDIES CUMULATIVE

A28.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A29 JOINT AUTHORSHIP

A29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A30 FAILURE TO COMPLY WITH OTHER AGREEMENT

A30.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A31 SURVIVAL

A31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, sections A3.2(d), A3.5, section 4.2, section A7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), section A6.2 , Article A7, Article A11, section A13.2, sections A14.2 and A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17, Article A18, Article A19, Article A21, section A24.2, Article A25, Article A27, Article A28, Article A29, Article A30 and this Article A31.

A31.2 *Survival After Creation.* Despite section A31.1 of this Agreement, section A7.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A7.2 of this Agreement was created.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]

SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS

B1.1 No Additional Terms And Conditions: *There are no additional terms or conditions for this Agreement.*

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “C” FOLLOWS]

SCHEDULE "C"

OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1.1 Effective Date.** The Effective Date of this Agreement is as of the date that the Province signs it.
- C1.2 Expiry Date.** The Expiry Date of this Agreement is March 31, 2027.
- C1.3 Disposal Of Assets.** The Recipient will retain any assets purchased, rehabilitated or built with the Funds under this Agreement for a period of five (5) years from the date that the Project is completed. Within this five (5) year period, the Recipient may ask for the Province's consent to dispose of any assets purchased, rehabilitated or built with the Funds under this Agreement. The Province may impose any reasonable conditions, including requesting the return of Funds from the Recipient, in return for its consent.
- C1.4 Submission Of Reports.** All Reports under this Agreement will be submitted to the Province using the address supplied under section C1.6 of this Schedule "C" of the Agreement or any other person identified by the Province in writing.
- C1.5 Insurance Amount.** The amount of insurance the Recipient will have for the purposes of section A12.1 of Schedule "A" of this Agreement is no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

- C1.6 Providing Notice.** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2	The Corporation of the City of Sault Ste. Marie PO Box 580, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIF@ontario.ca	Attention: Albert Horsman Fax: Email: cao.horsman@cityssm.on.ca

or any other person identified by the Parties in writing.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "D" FOLLOWS]

SCHEDULE “D” ELIGIBLE PROJECT CATEGORIES

D1.1 Eligible Project. Eligible Projects include:

- (a) The development and implementation of asset management plans (e.g. software, training, inspections) and the implementation of Composite Correction Program recommendations.
- (b) Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets or capital construction of new core infrastructure that addresses an existing health or safety issue, including:
 - (i) Water:
 - a. Water treatment, and
 - b. Water distribution/transmission.
 - (ii) Wastewater:
 - a. Wastewater treatment and disposal,
 - b. Sanitary sewer systems, and
 - c. Storm sewer systems (urban and rural).
 - (iii) Roads:
 - a. Paved roads,
 - b. Unpaved roads,
 - c. Bus-only lanes,
 - d. Street lighting may be included as an eligible item when part of a road project, and
 - e. Sidewalks and/or cycling lanes located along an existing road.
 - (iv) Bridges and Culverts:
 - a. Sidewalks and/or cycling lanes located along an existing road.

Without limiting the foregoing, the Project must be part of the Recipient's asset management plan in order to be eligible.

A Recipient may transfer its yearly allocation to another recipient in the furtherance of a joint project, provided:

- (a) The joint project is listed as a priority in the asset management plans for the Recipient and other recipients;
- (b) The Recipient and other recipients inform the Province in writing that they are undertaking a joint project prior to implementation; and
- (c) The Recipient and other recipients have an agreement in place governing the joint project, including how the joint project is being funded.

D2.1 Ineligible Projects. Ineligible projects are any project not part of the Recipient's Asset Management Plan, and also include:

- (a) Projects that are routine upgrades or improvements to storm water infrastructure and drainage (Note: an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges, etc.));
- (b) Growth-related expansion projects (e.g. new subdivision infrastructure);
- (c) Infrastructure expansion projects to accommodate future employment or residential development on greenfield sites; and
- (d) Recreational trail projects.

SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

E1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E.2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training third-party condition assessments), including Consultant costs;
- (c) Activities that improve the performance or increase the capacity of existing water and wastewater infrastructure under the Composite Correction Program including third-party comprehensive performance evaluations and third-party comprehensive technical assistance;
- (d) Up to 40% of the annual Funds allocation to a maximum of eighty thousand dollars (\$80,000.00) per year for Recipient staff members whose responsibilities include asset management and/or Composite Correction Program implementation while receiving third-party comprehensive technical assistance;
- (e) All capital planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (g) Loan payments and interest charges on eligible core infrastructure activities started after January 1, 2017 that the Recipient has obtained financing to complete;
- (h) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- (i) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (j) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "H" of this Agreement; and
- (k) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

E2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred which are not in accordance with section A5.1 of Schedule "A" of this Agreement;

- (b) Any costs related to any ineligible projects set out under section D2.1 of Schedule "D" of this Agreement;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (d) Costs associated with moveable / transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;
- (f) Legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), as well as loan and interest payments that do not comply with section E1.1(g) of Schedule "E" of this Agreement;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A16.1 of Schedule "A" of this Agreement.

E2.2 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “F” FOLLOWS]

SCHEDULE "F" FINANCIAL INFORMATION

- F1.1 Allocation Notices Form Part Of Schedule "F" Upon Being Issued.** The Parties agree that when the Province issues an Allocation Notice to the Recipient for a Funding Year, that Allocation Notice will become part of this Schedule "F" of the Agreement upon being issued by the Province and is enforceable under this Agreement.
- F1.2 Revised Allocation Notices Form Part Of Schedule "F" Upon Being Issued.** The Parties agree that in the event that the Province issues a Revised Allocation Notice for whatever reason, that Revised Allocation Notice will revoke and replace the Allocation Notice for which the Revised Allocation Notice was issued and that Revised Allocation Notice will become part of this Schedule "F" of the Agreement upon being issued by the Province and will be enforceable under this Agreement.
- F1.3 No Amending Agreement Needed To Have Allocation Notice Or Revised Allocation Notice Become Part Of Schedule "F" Of Agreement.** For greater clarity, and despite section 3.1 of the Agreement, the Parties agree that this Schedule "F" may be altered by the issuance of an Allocation Notice or a Revised Allocation Notice without having to amend this Agreement.
- F2.1 Payment Of Funds.** Subject to the terms and conditions of this Agreement, the Province will provide any Funds pursuant to this Agreement in accordance with the following:
- (a) Where the Funds are less than one hundred fifty thousand dollars (\$150,000.00), the Province will make one (1) payment to the Recipient by March 31 of the allocation year;
 - (b) Where the Funds are more than one hundred fifty thousand dollars (\$150,000.00), but less than one million dollars (\$1,000,000.00), the Province will make six (6) payments to the Recipient over the calendar year; and
 - (c) Where the Funds are more than one million dollars (\$1,000,000.00), the Province will make twelve (12) payments to the Recipient over the calendar year.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "G" FOLLOWS]

SCHEDULE “G” ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“Section 35 Duty” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A4.2 of Schedule "A" of this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection G2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C1.6 of Schedule "C" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "H" FOLLOWS]

SCHEDULE "H" COMMUNICATIONS PROTOCOL

H1.1 Application Of Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage;
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases;
- (c) Printed materials;
- (d) Websites;
- (e) Photo compilations;
- (f) Award programs; or
- (g) Awareness campaigns.

H2.1 Project Signage. The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient shall, at the Province's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3.1 Media Events. The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences;
- (b) Public announcements;
- (c) Official events or ceremonies; or
- (d) News releases.

H4.1 Awareness Of Project. The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5.1 Issues Management. The Recipient will share information promptly with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6.1 Communicating Success Stories. The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]

SCHEDULE "I" REPORTS

I1.1 Reports. The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below. The Province will provide the contents of the Report at a later date.

NAME OF REPORT	DUE DATE
Annual Financial Report	See section I2.1 of this Schedule.
Project Information Report	See section I2.1 of this Schedule.
Other Reports	Within the time period set out in the written request from the Province.

I2.1 Timing Of Reports. The Recipient will provide to the Province the following Reports at the times noted below:

- (a) By January 15th of each year:
 - (i) Project Information Report
 - Project Status and Financial Update for all Projects
 - For Asset Management Planning or Composite Correction Program, Implementation Staff Time Attestations (as appropriate)
 - Completed Project Being Debt Financed – Yearly Update (as appropriate)
 - (ii) Annual Financial Report from the previous year (Interest Earned must be reported for the previous calendar year)
- (b) By April 15th of each year:
 - (i) Project Information Report – Proposed Project Information for any new or revised Project (reminder – a Duty to Consult assessment must be completed by the Province for each Project forty-five (45) Business Days prior to the start of construction of that Project)
- (c) Within forty-five (45) Business Days of Project or construction completion or no later than January 15th of the year following completion of the Project
 - (i) Project Information Report – Completed Project information

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2016-161

LANE ASSUMPTION: (Map 54) A by-law to assume for public use and establish as a public lane, a lane in the Patricia Park Subdivision, Plan 7601.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. LANE ESTABLISHED AND ASSUMED

The lane or part of lane more particularly described in Schedule "A" to this by-law is hereby established as a public lane and is assumed for public use.

2. SCHEDULE "A"

Schedule "A" forms a part of this by-law.

3. EFFECTIVE DATE

The by-law takes effect on the day of its final passing.

PASSED in open Council this 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2016-161 AND BY-LAW 2016-162

PART PIN 31593-0290 (LT) LANE PL 7601 KORAH ABUTTING LTS 119-122 PL 7601
EXCEPT T115434; SAULT STE. MARIE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2016-163

STREET ASSUMPTION: (Map 54) A by-law to assume for public use and establish as a public street a portion of McFadden Avenue in the Wilding Park Subdivision, Plan 6541.

THE Council of the Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. STREET ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described on Schedule "A" to this by-law.

2. SCHEDULE "A"

Schedule "A" forms a part of this by-law.

3. EFFECTIVE DATE

The by-law takes effect on the day of its final passing.

PASSED in open Council this 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2016-163 AND BY-LAW 2016-165

PART PIN 31593-0290 (LT) PT MCFADDEN AV PL 6541 KORAH



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-164

AGREEMENT: (E2.3) A by-law to authorize the execution of an Agreement between the City and AECOM Canada Ltd. for professional consulting services for the Pim Street Pump Station sluice gate replacement.

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 an Agreement dated October 11, 2016 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is professional consulting services for the Pim Street Pump Station sluice gate replacement.

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 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 11th day of October A. D. 2016

-BETWEEN-

THE CORPORATION OF The City of Sault Ste. Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to undertake the design, tendering and construction administration/inspection for replacement of the sluice gates within the Pim Street pumping station inlet chamber.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services - As per Article 2 – Services to be Provided.
- c) RFP – N/A
- d) Addenda – N/A
- e) Order of Precedence:
 - i. Addendums
 - ii. Request for Proposal issued
 - iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.2.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including

liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

- 1) Negotiation
 - a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
 - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
 - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
 - a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
 - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
 - c) If not agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
 - d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
 - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
 - f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
 - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act*, R.S.O. 1990, c.C-43.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make

any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

N/A

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Services to be provided by the Engineer as provided for in the Engineer's Work Program dated September 27, 2016 and outlined herein.

Design and Tendering Services

1. Overall project and quality management including preparation of project management and quality management plans.
2. Collect any additional background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the project. Review data and develop list of additional data required.
3. Coordinate collection of additional field data required for the detail project design.
4. Complete design of new gates and incorporate onto base plan.
5. Develop staging plan.
6. Compile technical specifications.
7. Conduct a design meeting with City and PUC staff to review the design.
8. Finalize detailed design and compile tender package.
9. Complete internal technical review of tender documents.
10. Compile pre-tender construction estimate.
11. Coordinate tender advertising and issue tenders for the project as directed by Client, respond to questions during tender period.
12. Attend tender opening, review tenders and prepare and submit tender report to City staff.

Construction Services

1. Award contract.
2. Coordinate and conduct pre-construction meeting with City, PUC and the Contractor.
3. Administer construction contract.
4. Conduct periodic site visits.
5. Coordinate and conduct site meetings, as required.
6. Carry out final inspection with City, PUC and the Contractor.
7. Prepare and submit as-constructed drawings.

8. Monitor work throughout warranty period and conduct final inspection.

2.02 Services to be provided by the Client are as provided are as outlined below:

1. Access to and, where necessary, copies of existing plans, profiles or other information showing or pertaining to existing conditions within the Project area.
2. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.
3. General direction of the Consultant in the provision of the services.
4. Any available information regarding utilities necessary for the preparation of the plans.
5. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.
6. General direction of the Consultant in the provision of the services.
7. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
8. Designating in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment (Strike out those that do not apply)

3.2.1 Fees Calculated on a Percentage of Cost Basis
(Not Applicable)

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification	Billing Rate (\$/hour)
Senior Engineer	150 - 225
Intermediate Engineer	100 - 150
Senior Technician/Technologist	100 - 150
Intermediate Technician	75 - 100
Support Staff	65 - 80

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

(Not Applicable)

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production

costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

A communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of **\$20,500** plus applicable taxes.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (.1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable,

as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This Day of , 2016

Signature	
Name	
Title	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This Day of , 2016

Signature		Signature	
Name		Name	
Title		Title	

ARTICLE 5 – ATTACHMENTS

Work Program Schedule

CITY OF SAULT STE MARIE

PROPOSED WORK PROGRAM

PIM STREET P.S. - REPLACEMENT OF SLUICE GATES

Date: September 26, 2016

TASKS	TIMING (months)							
	2 0 1 6		2 0 1 7		January	February	March	April
	September	October	November	December				
Phase 1 - Design and Tendering								
1 Authorization to proceed	#							
1.1 Project management								
1.2 Collect any additional background documentation and field data								
1.3 Complete design of new gates and incorporate on to baseplan								
1.4 Develop staging plan								
1.5 Compile technical specifications								
1.6 Conduct design meeting with City and PUC to review design								
1.7 Finalize detailed design								
1.8 Compile tender package								
1.9 Complete internal technical review of tender documents					#			
1.10 Complete pre-tender construction estimate								
1.11 Advertise for tenders and issue tender documents								
1.12 Respond to inquiries during tender period & issue Addenda as required								
1.13 Attend tender opening, review tenders, prepare & submit tender report					#			
Phase 2 - Construction Administration and Inspection Services								
2.1 Award construction contract								#
2.2 Conduct pre-construction meeting with City, PUC & Contractor								
2.3 Administer construction contract								
2.4 Conduct periodic site visits								
2.5 Coordinate and conduct site meetings, as required								
2.6 Carry out final inspection with City, PUC and Contractor								
2.7 Prepare and submit as-constructed drawings								
2.8 Monitor work throughout warranty period and conduct final inspection								
AECOM	Timeline --							Target Date -- #

SCHEDULE “A”

SCHEDULE "A"
to Memorandum of Agreement
Pim Street P.S. Sluice Gates Replacements

Dated the 11th day of October, 2016

The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements ⁽ⁱⁱ⁾	Totals ⁽ⁱ⁾
Detailed Design and Tendering ⁽ⁱⁱⁱ⁾	Article 2.01	--	\$10,200.00	\$500.00	\$10,700.00
Contract Administration and Construction Inspection	Article 2.01	--	\$9,000.00	\$800.00	\$9,800.00

Note:

- (i) Fees exclude taxes.
- (ii) Includes 5% communication charge.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2016-166

ZONING: (P1.1(1)) A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 475 Airport Road (The Sault Ste. Marie Airport Development Corporation).

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. 475 AIRPORT ROAD ; LOCATED AT THE END OF NOKOMIS BEACH ROAD; CHANGE FROM 'AIR' TO R.1

The zone designation on the lands having civic address 475 Airport Road shown as "Subject Property" on the map attached to this by-law, which property is shown on Map 519 & 2-7 of Schedule "A" to By-law 2005-150 is changed from AIR (Airport) zone to R.1 (Estate Residential) zone.

2. SCHEDULE "A"

Schedule "A" hereto forms a part of this by-law.

3. CERTIFICATE OF CONFORMITY

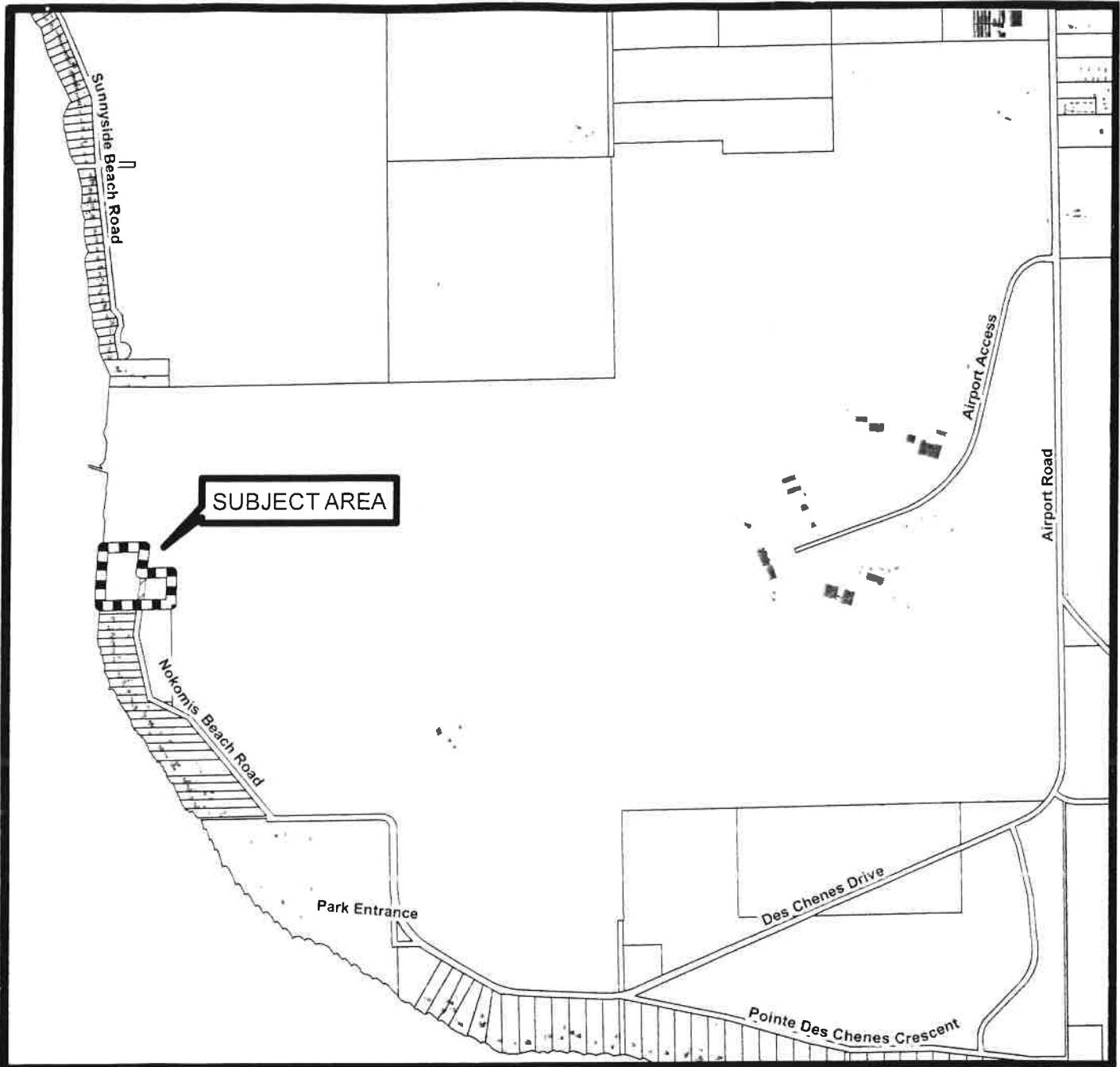
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2016-166



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-13-16-Z

North End NOKOMIS BEACH ROAD
(475 Airport Road)



METRIC SCALE
1 : 20000

ROLL NUMBER
060-070-001-00

MAP NUMBERS
519 & 2-7

Legend



Subject Area (north end Nokomis Beach Road)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2016-167

DEVELOPMENT CONTROL: A by-law to designate the lands located at 475 Airport Road an area of site plan control (The Sault Ste. Marie Airport Development Corporation).

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.

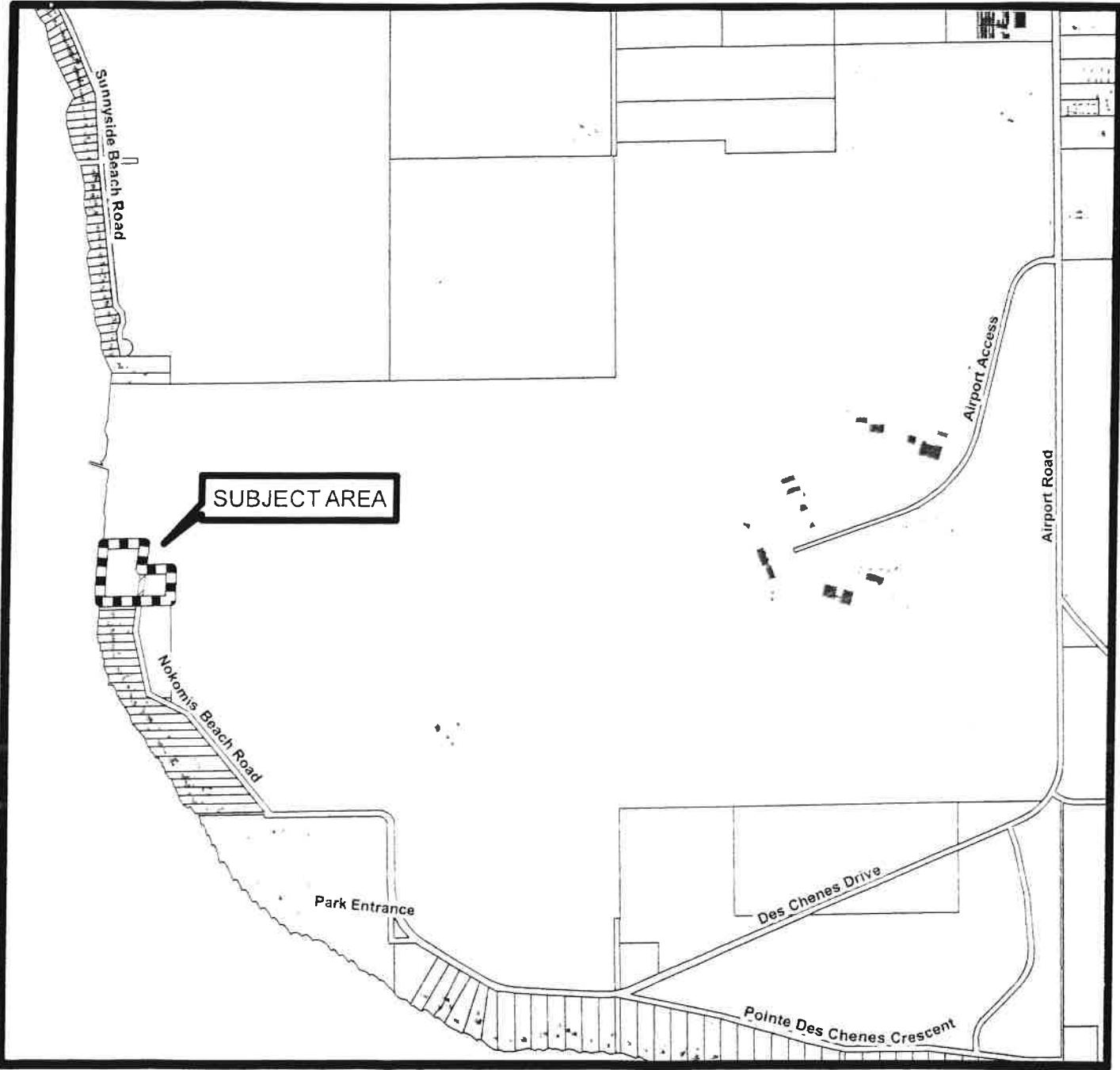
PASSED in open Council this 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

sp\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2016\\2016-166 (Z) & 2016-167 (DC) 475 Airport Road\\By-law Standard DC.doc

SCHEDULE "A" TO BY-LAW 2016-167



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-13-16-Z
North End NOKOMIS BEACH ROAD
(475 Airport Road)



METRIC SCALE
1 : 20000

ROLL NUMBER
060-070-001-00

MAP NUMBERS
519 & 2-7

Legend



Subject Area (north end Nokomis Beach Road)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-168

AGREEMENT: (E2.3) A by-law to authorize the execution of a Temporary Site Access Agreement between the City and Great Lakes Power Limited to allow the City temporary access to the Great Lakes Power Limited property to stabilize the Hub Trail walkway in the area of the Clergue Generating Station.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Temporary Site Access Agreement between the City and Great Lakes Power Limited to allow the City temporary access to the Great Lakes Power Limited property to stabilize the Hub Trail walkway in the area of the Clergue Generating Station.

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 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

TEMPORARY SITE ACCESS AGREEMENT

This TEMPORARY SITE ACCESSS AGREEMENT (this "Agreement") made and entered into as of the October 11, 2016, by and between the Great Lakes Power Limited ("GLPL"), a corporation organized under the laws of Ontario, and The Corporation of the City of Sault Ste. Marie (the "City")

WHEREAS, GLPL is the owner of the 52 MW hydroelectric generating facility commonly known as Clergue Generating Station and located in Sault Ste. Marie, Ontario (the "Project"), and has certain real property rights adjacent to the Project (the "GLPL Property"); and

WHEREAS, The City desires temporary access to the GLPL Property for the purpose of accessing the St Mary's River shoreline to stabilize the Hub Trail walkway (the "Permitted Use").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, GLPL and The City agree as follows:

1. Subject to GLPL's receipt from the City of all necessary governmental approvals and permits in connection with the Permitted Use, GLPL hereby grants to the City, its employees, agents, representatives, and its duly authorized contractors, the temporary right and permission to enter upon and to access the GLPL Property, for a 92 day period of time, commencing on October 1, 2016, and ending upon notification of completion of project but no later than December 31, 2016, for the purpose described above.
2. In consideration of the permission granted herein, the City agrees to hold harmless, defend and indemnify GLPL from and against any and all claims, demands, actions, liabilities or responsibilities for any damage, loss, cost or expense, including personal injury or property damage, arising out of the use or exercise by the City or its contractors of the rights and permissions granted under this Agreement.
3. This Agreement contains the entire understanding between the parties concerning the subject matter, and may not be changed or supplemented except in writing signed by both parties.

EXECUTED by the duly authorized undersigned representatives of the parties the day and year first above written.

Great Lakes Power Limited

Name:
Title:

Name:
Title:

The Corporation of the City of Sault Ste. Marie

Name: **Mayor - Christian Provenzano**
Title:

Name:
Title: **City Clerk - Malcolm White**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2016-169

AGREEMENT: (H4.2) A by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding.

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 an agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine, dated April 1, 2016, a copy of which is attached as Schedule "A" hereto. This agreement authorizes a funding agreement for the recruitment and retention of physicians.

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 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

OPERATING SERVICE AGREEMENT

This Agreement made this 1st day of April 2016.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

GROUP HEALTH ASSOCIATION
hereinafter referred to as "GHA"

- and -

SAULT AREA HOSPITAL
hereinafter referred to as "SAH"

- and -

ALGOMA WEST ACADEMY OF MEDICINE
hereinafter referred to as "AWAM"

WHEREAS the above parties agree that the recruitment of physicians is vital to the citizens of Sault Ste. Marie and district;

AND WHEREAS a program is required to attract such physicians to the area;

AND WHEREAS the parties hereto recognize and support the initiative to attract physicians to the area;

NOW THEREFORE the parties hereto agree as follows:

1. This Agreement shall be for a term of one (1) year commencing April 1, 2016 and terminating March 31, 2017.

2. The parties hereto agree that they have the authority to act independently on matters of physician recruitment & retention.
3. The parties hereto shall prepare annually a budget relating to physician recruitment & retention activities for the year.
4. The parties hereto shall forward the City's portion of the budgeted share to City Council at the end of October annually for review, with reference to the Finance Committee, if desired by City Council.
5. The parties hereto shall administer the program for the recruitment & retention of physicians.
6. Payment of expenses related to the program shall be made by SAH upon approved instructions from the Chair, Delegate of the Committee, or Manager of the Physician Recruitment & Retention Program. SAH will ensure all payments are made with due expedience and recorded in an accurate, complete and timely fashion in accordance with generally accepted accounting principles (GAAP).
7. Copies of all original invoices, requests for payment and other instructions documenting financial transactions shall be retained in the Physician Recruitment & Retention office.
8. Original documentation shall be provided by SAH and will be retained in accordance with all privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Personal Information Protection and Electronic Documents Act* (PIPEDA).
9. Upon request of any of the parties hereto, the Physician Recruitment & Retention office shall provide financial documentation. Provision of documentation shall be in accordance with the principles of privacy legislation including MFIPPA and PIPEDA.

10. SAH shall maintain financial records sufficient to produce a monthly statement of income and expenses and any other report that may be reasonably requested by any of the parties hereto, including a list of committed expenses.

11. SAH shall prepare monthly financial reports for the parties hereto as outlined in clause 10 of this Agreement and shall invoice the City for reimbursement monthly. In addition, SAH shall prepare a financial report for the period April 1st to March 31st annually.

12. Upon review and approval, the City shall reimburse SAH for all expenses on the basis of the monthly invoice provided by SAH. Approved expenses include but are not limited to those outlined in Schedule "A" attached hereto.

13. The parties hereto shall inform the City of any commitments for future expenditures negotiated during the operating year but to be paid in future years. The City shall ensure that sufficient funds are retained to fund these future commitments. Contracts for physicians which extend for several years shall be treated as future expenses as outlined in this clause.

14. The City agrees to make an annual contribution of \$80,000 and SAH and GHA agree to make an annual contribution of \$60,000 each on June 1st of each year. The City, SAH and GHA contributions shall be used for the physician recruitment & retention program. AWAM agrees to make satisfactory annual in-kind contributions.

15. Any costs or liabilities incurred by SAH in the administration of this program arising out of decisions made by the parties hereto will be the sole responsibility of the parties hereto.

16. Any of the parties to this Agreement or their agents shall have the right to review any documents or records relating to this program at any time upon

reasonable written request directed to the Chair or Manager of the Physician Recruitment & Retention Program.

17. This Agreement shall not be assigned without prior written consent of all parties hereto.

18. The terms and provisions of this Agreement shall extend to and be binding upon and ensure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

IN WITNESS HEREOF the parties hereto have set their hands and seals this
day of , 2016.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

Christian Provenzano, Mayor

Al Horsman, CEO

GROUP HEALTH ASSOCIATION
Per:

Alex Lambert, President / CEO

ALGOMA DISTRICT MEDICAL GROUP
Per:

Dr. David Fera, Chair/CEO

SAULT AREA HOSPITAL
Per:

Andrew Webb, VP Medical Affairs

Dr. Heather O'Brien, Chief of Staff

ALGOMA WEST ACADEMY OF MEDICINE
Per:

Dr. Tim Best, Interim President

SCHEDULE "A"

A. COSTS ELIGIBLE FOR REIMBURSEMENT WILL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Salaries, wages and benefits including any future amounts due as payment for severance or in lieu of notice. In the event of severance, the City shall be responsible only for that portion of the severance payment that relates to the employee's service with the parties hereto. Prior employment will not be calculated for the City's severance payment.
2. Expenses related to the administration of the program including office costs, minor equipment and professional fees.
3. Costs for advertising and promotion including marketing displays, conferences and meetings and receptions.
4. Recruiting costs including professional recruitment services, travel, site visits and recruitment events.
5. Travel expenses for physicians including transportation, lodging and meals.

B. COSTS INELIGIBLE FOR REIMBURSEMENT WILL INCLUDE:

1. No amount will be charged for rent for office space provided by SAH.
2. No amounts will be charged for utilities or office maintenance provided by SAH.
3. No amounts will be paid for locum costs reimbursable by the Ministry of Health and Long Term Care.
4. No amounts will be paid as the principal of loans.

5. Any costs incurred by physicians other than travel expenses (transportation costs, lodging and meals).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2016-162

LANE CLOSING: (Map 54) A by-law to stop up, close and authorize the conveyance of a lane in the Patricia Park Subdivision, Plan 7601.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2016-161;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. LANE CLOSED

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. LANE DECLARED SURPLUS

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. EXECUTION OF DOCUMENTS

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. EASEMENTS TO BE RETAINED

The lane is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. SCHEDULE "A"

Schedule "A" forms a part of this by-law.

6. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

READ the FIRST and SECOND time this 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da \LEGAL\STAFF\BYLAWS\1. 2016\2016-162 PATRICIA PARK SUBDIVISION LANE STOP UP CLOSE AND SELL.DOC

SCHEDULE "A" TO BY-LAW 2016-161 AND BY-LAW 2016-162

PART PIN 31593-0290 (LT) LANE PL 7601 KORAH ABUTTING LTS 119-122 PL 7601
EXCEPT T115434; SAULT STE. MARIE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2016-165

STREET CLOSING: (Map 54) A by-law to stop up and close a part of McFadden Avenue in the Wilding Park Subdivision, Plan 6541.

WHEREAS a portion of McFadden Avenue, more particularly hereinafter described, was established as a public street and assumed for public use by By-law 2016-163;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. STREET CLOSED

The street more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. STREET DECLARED SURPLUS

The street more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. EXECUTION OF DOCUMENTS

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. EASEMENTS TO BE RETAINED

The street is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the street more particularly described in Schedule "A" to this by-law.

5. SCHEDULE "A"

Schedule "A" forms a part of this by-law.

6. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ the **FIRST** and **SECOND** time in open Council this 11th day of October, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2016-163 AND BY-LAW 2016-165

PART PIN 31593-0290 (LT) PT MCFADDEN AV PL 6541 KORAH

