

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

Monday, September 25, 2017

4:30 pm

Council Chambers

Civic Centre

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	Pages
<b>1. ADOPTION OF MINUTES</b>	<b>15 - 28</b>
Mover Councillor M. Shoemaker Seconder Councillor R. Niro	
Resolved that the Minutes of the Regular Council Meeting of 2017 09 11 be approved.	
<b>2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA</b>	
<b>3. DECLARATION OF PECUNIARY INTEREST</b>	
<b>4. APPROVE AGENDA AS PRESENTED</b>	
Mover Councillor J. Hupponen Seconder Councillor L. Turco	
Resolved that the Agenda for 2017 09 25 City Council Meeting as presented be approved.	
<b>5. PROCLAMATIONS/DELEGATIONS</b>	
<b>5.1 Culture Days</b>	
Kathy Fisher, Curator, Ermatinger-Clergue National Historic Site and Laurie Carlyle, Education Officer, Art Gallery of Algoma	
<b>5.2 Fung Loy Kok Taoist Tai Chi Arts Week</b>	
Bob Connell, Location Leader, Sault Ste. Marie Branch, Taoist Tai Chi Society	

- 5.3 Refugee 705's Global Friends Program**  
Simone Mitchell, Project Coordinator
- 5.4 Pregnancy and Infant Loss Awareness Month**  
Miranda Harrison, Pregnancy and Infant Loss (PAIL) Network Peer-Led Support Group Facilitator and Event Coordinator and Jennifer Aelick, PAIL Network Support Group Facilitator
- 5.5 Fire Prevention Week**  
Aaron Gravelle, Public Education Officer, Fire Services
- 5.6 Girls Hockey Weekend**  
Elissa Plastino, President, Female Hockey Association
- 5.7 Unity in Diversity**  
Chris Faulkner and Roya Mogharrabi
- 5.8 Remote Control Car Club Facility Agreement**  
Marty Charron, President, Sault Ste. Marie Remote Control Car Club  
Vera Beagan, Wendy Olar, concerned residents
- 6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA**
- Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco
- Resolved that all the items listed under date 2017 09 25 – Agenda item 6 – Consent Agenda be approved as recommended.
- 6.1 Council Travel**  
Mover Councillor M. Shoemaker  
Seconder Councillor R. Niro
- Resolved that Councillor L. Turco be authorized to travel to Toronto for two days in September to attend an AMO board meeting at an estimated cost to the City of \$300.
- 6.2 Tender for Two (2) 8,600 GVW 4x4 ¾ Ton Pick-Up Trucks c/w Snow Plows** 29 - 31  
A report of the Manager of Purchasing is attached for the consideration of Council.  
Mover Councillor M. Shoemaker  
Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2017 09 25 concerning Tender for Two 8,600 GVW 4x4 3/4 Ton Pick-Up Trucks with Snow Plows be received and that the tender for the supply and delivery of Two (2) 8,600 GVW 4x4 ¾ Ton Pick-Up Trucks c/w Snow Plows, as required by Public Works, be awarded to Maitland Ford Lincoln at their total tendered price of \$105,827.04 plus HST.

6.3

**RFP – Four (4) Vehicles for Public Works**

32 - 33

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

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2017 09 25 concerning RFP – Four (4) Vehicles for Public Works be received and that the supply and delivery of Three (3) 2018 Chevrolet Silverado 1500 Pick-up Trucks for \$25,988.00 plus HST each from Prouse Chevrolet and One (1) 2018 Chevrolet Express 2500 Van for \$34,500.00 plus HST from Prouse Chevrolet be approved.

6.4

**Tender for City Marina Dock Replacement Project Bondar and Bellevue Marinas**

34 - 37

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

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2017 09 25 concerning Tender for City Marina Dock Replacement Project Bondar and Bellevue Marinas be received and that the tender for Dock Replacement at the Bondar and Bellevue Marinas be awarded to Poralu Marine Inc. at their low tendered price, meeting specifications, after alternatives accepted, of \$375,740.00 plus HST, be approved; and further that the City's Consultant, Stem Engineering Group, be authorized to provide a Letter of Intent formally authorizing Poralu Marine Inc. to proceed with this project; further that City Council approve the allocation of \$10,000.00 from the Marina Reserve to be applied to the Finger Dock Replacement Project.

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

6.5

**Tender for Rooftop Dehumidification System Upgrade John Rhodes Arena – Pad 2**

38 - 41

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

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2017 09 25 concerning Tender for Rooftop Dehumidification System Upgrade John Rhodes Arena – Pad 2 be received and that the tender for a Rooftop Dehumidification System Upgrade for the John Rhodes Arena – Pad 2 be awarded to Toromont/Cimco at their low tendered price, meeting specifications, of \$104,787.80 plus HST, be approved; further that the City's Consultant, Nor Mech Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Toromont/Cimco to proceed with this project.

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

6.6

**NOHFC Strategic Economic Initiative Program**

42 - 43

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

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that the report of the Director of Planning and Enterprise Services dated 2017 09 25 concerning Northern Ontario Heritage Fund Corporation (NOHFC) funding be received and that the City of Sault Ste. Marie consents to the transfer of any eligibility for Strategic Economic Initiative Program funding to any qualified proponent.

6.7

**Request for Financial Assistance for National/ International Sports Competitions-Sault Surge Aquatics Team**

44 - 47

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

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that the report of the Manager of Recreation and Culture dated 2017 09 25 concerning the Request for Financial Assistance for National/ International Sports Competitions-Sault Surge Aquatics Team be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for Paige Banton, Olivia Strazomski, Logan Belanger and Aliah Robertson for participation in the 2017 Canadian Junior Swimming Championships to be held in Toronto, Ontario from July 26 to July 31, 2017 be approved.

6.8

**Initiation of RFP process for Naming, Advertising and Sponsorship Rights**

48 - 57

A report of the Deputy CAO Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor J. Hupponen  
Seconder Councillor R. Niro

Resolved that the report of the Deputy CAO Community Development and

Enterprise Services dated 2017 09 25 be received and that Council authorize City Staff to undertake an RFP process to secure a corporate sponsor for the naming rights for the Venue including the criteria outlined in the report.

6.9	<b>Agreement for the Bulk Purchase of Ice and Field Time – Algoma District School Board</b>	58 - 63
	A report of the Manager of Community Centres is attached for the consideration of Council.	
	The relevant By-law 2017-181 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.10	<b>Municipal Law Enforcement Officer Appointment September 2017</b>	64 - 64
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2017-182 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.11	<b>Stormwater Financing Study – Engineering Services</b>	65 - 66
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
	Resolved that the report of the Land Development and Environmental Engineer dated 2017 09 25 concerning the Stormwater Financing Study be received and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.	
6.12	<b>Bruce Street Reconstruction – Engineering Services</b>	67 - 68
	A report of the Design and Construction Engineer is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor R. Niro	
	Resolved that the report of the Design and Construction Engineer dated 2017 09 25 concerning the Bruce Street Reconstruction consultant selection be received and that Council authorize entering into an agreement for engineering services with WSP.	
	An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.	
6.13	<b>Black Road Reconstruction – Engineering Services</b>	69 - 70
	A report of the Design and Construction Engineer is attached for the consideration of Council.	

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that the report of the Design and Construction Engineer dated 2017 09 25 concerning the Black Road Reconstruction consultant selection be received and that Council authorize entering into an agreement for engineering services with AECOM.

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

6.14	<b>Office of the Fire Marshal and Emergency Management Review</b>	71 - 153
	A report of the Fire Chief is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor L. Turco	
	Resolved that the report of the Fire Chief dated 2017 09 25 concerning the Office of the Fire Marshal and Emergency Management (OFMEM) Review released on September 18, 2017 be received as information.	
6.15	<b>Licence to Occupy City Property Agreement – OutSpoken Brewing Patio</b>	154 - 155
	A report of the Assistant City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2017-190 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.16	<b>AG114 – Licence to Occupy – Heritage Block Party</b>	156 - 158
	A report of the Assistant City Solicitor is attached for the consideration of Council.	
	The relevant By-laws 2017-178 and 2017-189 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.17	<b>Zoning – 267 Cathcart Street – OMB</b>	159 - 160
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor L. Turco	
	Resolved that the report of the Solicitor/Prosecutor dated 2017 09 25 concerning Zoning – 267 Cathcart Street – OMB be received as information.	
6.18	<b>Municipal Insurance Program RFP</b>	161 - 195
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	

Resolved that the report of the Risk Manager dated 2017 09 25 concerning Municipal Insurance Program RFP be received and that the attached RFPs be approved; further that Purchasing be directed to proceed with issuance of same.

6.19	<b>Sourcewater Protection – Risk Management Official Designation</b>	196 - 197
	A report of the Director of Planning is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor L. Turco	
	Resolved that the report of the Director of Planning dated 2017 09 25 be received and that Council designate the Risk Management Inspector as the Risk Management Official, in the absence of the Risk Management Official.	
6.20	<b>Landfill Caterpillar D6T Bulldozer Undercarriage Overhaul</b>	198 - 199
	A report of the Manager of Waste Management is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Waste Management dated 2017 09 25 be received and that the Overhaul of the Landfill D6T Bulldozer Undercarriage be awarded to Toromont CAT, the local certified Caterpillar dealer, on a single source basis be approved; and further it is recommended that City Council approve the expenditure of \$75,000.00 from the Landfill Reserves to be applied to the cost of this overhaul.	
6.21	<b>Extension of Refuse Collection Contract</b>	200 - 202
	A report of the Manager of Waste Management is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Waste Management dated 2017 09 25 regarding extension of the current Refuse Collection Contract to June 29, 2019 be received, and that the current Residential Refuse Collection Contract be extended; further that City Council approve AECOM Consulting on a single source basis to prepare a Request for Proposal for a new contract to commence in 2019.	
6.22	<b><i>Right of Way Agreement – Community Living Algoma and Sacor Handicapped Accommodations</i></b>	203 - 204
	A report of the Assistant City Solicitor is attached for the consideration of Council.	

The relevant By-law 2017-196 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

**7.1 ADMINISTRATION**

**7.2 COMMUNITY SERVICES DEPARTMENT**

**7.2.1 Remote Control Car Club Facility Agreement**

205 - 227

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

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that the report of the Manager of Recreation and Culture dated 2017 09 25 concerning the Sault Ste. Marie Remote Control Car Club's facility lease request be received and that staff be authorized to enter into a short term agreement not to exceed two years with the Sault Ste. Marie Remote Control Car Club in reference to the new Remote Control Outdoor Facility to be located within the tennis courts at Wilcox Park.

**7.3 ENGINEERING**

**7.4 FIRE**

**7.5 LEGAL**

**7.6 PLANNING**

**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 Utility Distribution Microgrid**

Mover Councillor S. Butland  
Seconder Councillor P. Christian

Whereas PUC has been working on a Utility Distribution Microgrid (UDM) project for three years and the project will require the approval and support of City Council to proceed if approved by the PUC Board of Directors;

Whereas the UDM project is a large project and City Council should have thorough information at its disposal to assess whether or not it will ultimately support the UDM project;

Whereas the PUC executive will present the technical aspects and costs of

the UDM project to City Council including the risks and benefits from the PUC perspective;

Whereas the UDM project may have broader social, economic or developmental benefits and City Council should have an assessment of those prior to making its decision;

Now therefore, City Council directs the CAO to ensure that City Council receives a report from the City, with input from the SSMEDC and the SSMIC outlining whether or not there are any broader socio-economic or development benefits (or risks) of the UDM project.

## 8.2

### Amazon's Second Headquarters

Mover Councillor M. Shoemaker  
Seconder Councillor O. Grandinetti

Whereas Amazon is looking to establish a second headquarters in North America and has put out a Request for Proposals for interested parties to consider; and

Whereas Amazon has listed the following criteria as some of the ideal criteria for the development of their second headquarters:

- Proximity to population centres
- Proximity to international airport
- Proximity to major highways
- Access to mass transit
- Up to 100+ acres of greenfields
- Access to labour
- Quality of Life; and

Whereas Sault Ste. Marie is within a one hour flight of international airports in both Toronto and Detroit; and

Whereas Sault Ste. Marie is also within a one hour flight of large population centres such as Toronto and Detroit; and

Whereas Sault Ste. Marie has easy access to both the Canadian and American markets through its proximity to both the Trans-Canada Highway and the US Interstate system, specifically, I-75 which runs along the entire length of the continental United States, as well as access to the entire North-East and Mid-West markets through Great Lakes shipping, and access to both the Canadian and US rail systems; and

Whereas public transit is readily available or could be made readily available for any location in Sault Ste. Marie; and

Whereas Sault Ste. Marie has many options for potential sites that could house a 500,000 square foot building; and

Whereas working with Sault College, Algoma University and Lake Superior

State University, the labour market for the required work force could be ready for whatever Amazon's needs were; and

Whereas the quality of life in Sault Ste. Marie is second to none, including access to recreational activities such as hiking, fishing, boating, camping, skiing, cross-border shopping, easy access to any destination in the world through the Sault Ste. Marie Airport and the Chippewa County Airport; and

Whereas Sault Ste. Marie has not faced the severe weather and unpredictability faced elsewhere by communities elsewhere in the Southern and Eastern United States;

Now Therefore Be It Resolved that staff, in conjunction with the Economic Development Corporation, review Amazon's Request for Proposal documents for a second headquarters and submit a proposal to Amazon for Sault Ste. Marie to be the host city for their project; and

Further Be It Resolved that should staff consider it appropriate, that Sault Ste. Marie Ontario and Sault Ste. Marie, Michigan consider making a joint-bid to be sister-hosts for Amazon's second headquarters.

### **8.3**

#### **Surplus Municipal Property**

Mover Councillor O. Grandinetti  
Seconder Councillor S. Butland

Whereas the City of Sault Ste. Marie maintains a stock of property, some of which is, on occasion, declared surplus and made available for sale to the public; and

Whereas land which is owned by the City of Sault Ste. Marie does not generate annual property tax revenue but land which is owned privately does generate property tax revenue; and

Whereas it is in the best interest of the City to dispose of whatever land it does not require to maximize tax revenue;

Now Therefore Be It Resolved the City Legal Department review and inventory all City-owned property, whether vacant or otherwise, and determine which properties can be declared surplus and listed for sale, and to bring back a proposal to City Council on declaring such land surplus and listing it for sale to the public.

### **8.3.1**

#### **Aerial Photo**

228 - 228

### **8.4**

#### **Local Improvement Charges for Roads**

Mover Councillor O. Grandinetti  
Seconder Councillor M. Shoemaker

Whereas the Local Improvement Charges Regulations under the *Municipal Act* allow municipalities to charge residents abutting a street that is being improved a certain portion of the repair costs; and

Whereas the City of Sault Ste. Marie does charge local improvements to

residents in many road reconstruction project projects; and

Whereas it is not the City's standard practice to charge local improvement charges in all road reconstruction projects, or in upgrades of roads between classes of surface-treatment;

Now Therefore Be It Resolved staff bring forward to Council a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.

## 8.5

### **Leaf and Yard Waste**

Mover Councillor S. Butland

Seconder Councillor S. Myers

Whereas leaf and yard waste was not collected curbside for the months of July, August and September 2017 which precipitated ongoing complaints during the summer months;

Now Therefore Be It Resolved that staff be requested to prepare a report as soon as practicable with the cost of reinstating the service in 2018, including any other considerations pertinent to this decision.

## 8.6

### ***Smart Cities Challenge***

Mover Mayor C. Provenzano

Seconder \_\_\_\_\_

#### Notice of Motion

Whereas Infrastructure Canada is developing and will be running a Smart Cities Challenge; and

Whereas the Smart Cities Challenge will be soliciting submissions from Cities and First Nation communities of all sizes across the country; and

Whereas there are substantial funding opportunities for a City or First Nation if its submission wins the Smart Cities Challenge; and

Whereas Mayor and staff have met with a representative of the Smart Cities Challenge and expect the competition to begin by the end of the year; and

Whereas the City of Sault Ste. Marie has begun to prepare to participate in the Smart Cities Challenge and wants to ensure it submits the best bid possible;

Now Therefore Be It Resolved that City Council endorse the City of Sault Ste. Marie making a submission to the Smart Cities Challenge and directs the Mayor to strike a Smart Cities Challenge Task Force including City staff, the Sault Ste. Marie Innovation Centre and the Sault Ste. Marie Economic Development Corporation along with any other partners or parties necessary to develop a compelling Smart Cities submission.

## 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 J. Hupponen  
Seconder Councillor R. Niro
- Resolved that all By-laws under item 11 of the Agenda under date 2017 09 25 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 2017-178 (Agreement) Downtown Heritage Block Party** 229 - 235  
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.  
Mover Councillor J. Hupponen  
Seconder Councillor R. Niro  
Resolved that By-law 2017-178 being a by-law to authorize the execution of the Agreement between the City and Sault Community Information and Career Centre Inc. o/a Sault Community Career Centre to permit event programming to take place on a portion of Queen Street East from Pim Street to East Street on September 29, 2017 for the Downtown Heritage Block Party be passed in open Council this 25th day of September, 2017.
- 11.1.2 **By-law 2017-181 (Agreement) ADSB Bulk Purchase of Ice and Field Time** 236 - 240  
A report from the Manager of Community Centres is on the Agenda.  
Mover Councillor J. Hupponen  
Seconder Councillor R. Niro  
Resolved that By-law 2017-181 being a by-law to authorize the execution of the Agreement between the City and the Algoma District School Board for the bulk purchase of Ice Time and Field Time be passed in open Council this 25th day of September, 2017.
- 11.1.3 **By-law 2017-182 (Parking) Municipal Law Enforcement Officers** 241 - 243  
A report from the Manager of Transit & Parking is on the Agenda.  
Mover Councillor J. Hupponen  
Seconder Councillor R. Niro  
Resolved that By-law 2017-182 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 25th day of September, 2017.

11.1.4	<b>By-law 2017-189 (Regulations) Downtown Heritage Block Party Noise Exemption</b>	244 - 244
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
Mover Councillor J. Hupponen Seconder Councillor R. Niro		
Resolved that By-law 2017-189 being a by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate the Downtown Heritage Block Party from 2:00 p.m. to 11:00 p.m. on September 29, 2017 be passed in open Council this 25th day of September, 2017.		
11.1.5	<b>By-law 2017-190 (Agreement) Outspoken Brewing Inc.</b>	245 - 250
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
Mover Councillor J. Hupponen Seconder Councillor R. Niro		
Resolved that By-law 2017-190 being a by-law to authorize the execution of the Agreement between the City and Outspoken Brewing Inc. to permit the raised patio deck on the laneway adjacent to 350 Queen Street East to permanently occupy the space be passed in open Council this 25th day of September, 2017.		
11.1.6	<b>By-law 2017-196 (Agreement) Community Living Algoma and Sacor Handicapped Accommodations</b>	251 - 256
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
Mover Councillor M. Shoemaker Seconder Councillor L. Turco		
Resolved that By-law 2017-196 being a by-law to authorize the execution of the Agreement between the City and Community Living Algoma and Sacor Handicapped Accommodations (collectively referred to as the "Owner") to permit the Owner and its agents to cross over an existing City easement to complete the installation of an interior building fire suppression sprinkler system be passed in open Council this 25th day of September, 2017.		
11.2	<b>By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority</b>	
11.3	<b>By-laws before Council for THIRD reading which do not require more than a simple majority</b>	
12.	<b>QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE</b>	

## **AGENDA**

**13.**

### **CLOSED SESSION**

Mover Councillor M. Shoemaker  
Seconder Councillor L. Turco

Resolved that this Council proceed into closed session to discuss a proposed disposition of property;

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

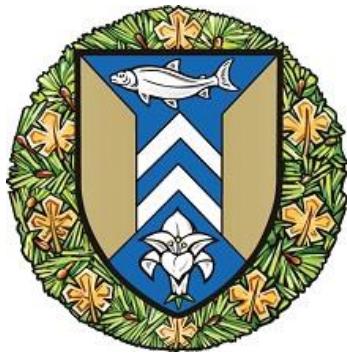
*Municipal Act – section 239(2)(c) – proposed or pending acquisition or disposition of land by the municipality.*

**14.**

### **ADJOURNMENT**

Mover Councillor J. Hupponen  
Seconder Councillor L. Turco

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Monday, September 11, 2017

4:30 pm

Council Chambers  
Civic Centre

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

Officials: A. Horsman, R. Tyczinski, M. White, L. Girardi, T. Vair, P. Johnston, N. Kenny, S. Schell, D. McConnell, D. Elliott, F. Coccimiglio, P. Milosevich, L. Perry, F. Pozzebon, T. Vecchio

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### **1. ADOPTION OF MINUTES**

Moved by: Councillor S. Myers

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2017 08 21 be approved.

**Carried**

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

eSCRIBE Minutes

**3. DECLARATION OF PECUNIARY INTEREST**

**3.1 Councillor J. Krmpotich – Retention of Restructuring Lawyer Fee Update**

Employed by Essar Steel Algoma Inc. and USWA

**3.2 Councillor O. Grandinetti – Retention of Restructuring Lawyer Fee Update**

Employed by Essar Steel Algoma Inc.

**3.3 Councillor M. Shoemaker – Retention of Restructuring Lawyer Fee Update**

Law firm represents a party to the proceedings

**4. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the Agenda for 2017 09 11 City Council Meeting and Addendum #1 as presented be approved.

**Carried**

**5. PROCLAMATIONS/DELEGATIONS**

**5.1 Ovarian Cancer Awareness Month**

Sharon Kirkpatrick, Vice-President, Zonta Club was in attendance.

**5.2 Veteran Family Program**

Tessa Clermont, Executive Director Military Family Resource Centre, National Program Manager Veteran Family Program; Tina Thomason, Veteran Family Program Co-ordinator; Scott Clark, Hon. Col. Emeritus 22 Wing North Bay were in attendance.

**5.3 Childhood Cancer Awareness Month**

Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer was in attendance.

**5.4 Pridefest**

Gaelyn Coleman was in attendance.

**5.5 Algoma Fall Festival**

Donna Hilsinger, Executive Director, Algoma Fall Festival was in attendance.

**5.6 City Beautification Winners**

Mayor Provenzano announced the winners of the 2017 City Beautification Awards.

**5.7 Legion Week**

Wilma Oliver, President, Royal Canadian Legion Branch 25 was in attendance.

**5.8 Land Transfers between the City and Pointe Aux Pins Syndicate – Red Pine Drive**

B. Rajnovich, President and N. Apostle, Secretary, East Pointe aux Pins Syndicate was in attendance.

S. Boniferro, Red Pine Drive resident was also in attendance.

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2017 09 11 – Agenda item 6 – Consent Agenda save and except Agenda item 6.12 be approved as recommended.

**Carried**

**6.1 Retention of Restructuring Lawyer Fee Update**

Councillor J. Krmpotich declared a conflict on this item. (Employed by Essar Steel Algoma Inc. and USWA)

Councillor O. Grandinetti declared a conflict on this item. (Employed by Essar Steel Algoma Inc.)

Councillor M. Shoemaker declared a conflict on this item. (Law firm represents a party to the proceedings)

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Chief Administrative Officer dated 2017 09 11 concerning the approval of an additional \$50,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

**Carried**

**6.2 Council Travel**

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

Resolved that Councillor L. Turco be authorized to travel to Ottawa for three days in August to attend an AMO board meeting at an estimated cost to the City of \$1,500.

**Carried**

**6.3 Surplus Management Policy**

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

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 09 11 regarding the Surplus Management Policy be received and the policy be approved.

**Carried**

**6.4 Media Relations Policy**

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

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

Resolved that the report the Corporate Communications Officer dated 2017 09 11 concerning the implementation of the Media Relations Policy be received and the policy be approved.

**Carried**

**6.5 Event Development Fund for Venue Events**

The report of the Manager, Essar Centre was received by Council.

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

Resolved that the report of the Manager of the Essar Centre dated 2017 09 11 concerning a newly created Event Development Fund be received and that Council authorize staff to transfer up to one (1) dollar from the Facility Fee to create the Event Development Fund up to a maximum of \$50,000.

**Carried**

**6.6 Essar Centre – Service Usage Agreement for Ticketing Systems**

The report of the Manager, Essar Centre was received by Council.

The relevant By-law 2017-185 is listed under item 11 of the Minutes.

**6.7 Prince Township Reciprocal Emergency Assistance Agreement**

The report of the Assistant Chief, Emergency Management was received by Council.

The relevant By-law 2017-176 is listed under item 11 of the Minutes.

**6.8 Surplus Property – 235 Wellington Street West**

The report of the City Solicitor was received by Council.

The relevant By-law 2017-174 is listed under item 11 of the Minutes.

**6.9 Surplus Property – Adjacent to 19 Highland Court**

The report of the City Solicitor was received by Council.

The relevant By-law 2017-175 is listed under item 11 of the Minutes.

**6.10 Part of Wawanosh Avenue – Street Assumption, Closing and Conveyance**

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

The relevant By-laws 2017-187 and 2017-188 are listed under item 11 of the Minutes.

**6.11 Municipal Insurance Program**

The report of the Risk Manager was received by Council.

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Risk Manager dated 2017 09 11 concerning Municipal Insurance Program be received and that Council direct the Legal Department to prepare a request for proposal for the City's insurance provider, the City's insurance policies and for adjusting services that are required from time to time for review and approval of Council.

**Carried**

**6.13 Fox Run Subdivision Agreements**

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

The relevant By-laws 2017-179 and 2017-180 are listed under item 11 of the Minutes.

**6.14 2017 Connecting Link Agreement**

The report of the Director of Engineering was received by Council.

The relevant By-law 2017-177 is listed under item 11 of the Minutes.

**6.15 2016 Annual Building Fee Report**

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

Moved by: Councillor J. Huppenen

Seconded by: Councillor R. Niro

Resolved that the report of the Chief Building Official dated 2017 09 11 regarding the 2016 Annual Building Fee Report be received as information.

**Carried**

**6.12 Land Transfers between the City and Pointe Aux Pins Syndicate – Red Pine Drive**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Solicitor/Prosecutor dated 2017 09 11 concerning land transfers between the City and Pointe Aux Pins Syndicate – Red Pine Drive be received and that Council direct that:

1. The City accept title to Red Pine Drive only upon the road being upgraded to a minimum municipal standard Class D at the expense of the Pointe aux Pins Syndicate; after which
2. City forces will create a turnaround by way of easement over Sault Ste. Marie and Region Conservation Authority (SSMRCA) property to accommodate emergency vehicles and trucks, with any cost to the SSMRCA to be borne by the City; and
3. The Pointe aux Pins Syndicate will provide an easement over a one-foot reserve to the City upon transfer of Red Pine Drive to the City.

**Officially Read and Not Dealt With**

**6.12.3 Red Pine Drive – Additional Resolution**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Krmpotich

Whereas notwithstanding that Red Pine Drive did not meet a minimum municipal standard City Council directed staff to accept the deed to Red Pine Drive by way of resolution dated 2007 08 27; and

Whereas it has taken staff and the Red Pine Drive syndicate 10 years to make the necessary arrangements for the City to accept a transfer of Red Pine Drive;

## September 11, 2017 Council Minutes

Now Therefore Be It Resolved that City staff is hereby authorized by City Council to accept the transfer of Red Pine Drive in accord with the resolution dated 2007 08 27 and further authorized to undertake the work outlined as Schedule "C" in the report of the Solicitor/Prosecutor dated 2017 09 11 to complete the hammerhead turnaround at the end of Red Pine Drive;

Further staff is directed to develop a road assumption policy for Council's review and approval that outlines the City's requirements for a private road assumption which policy will be applied to any future request of the City to assume a private road.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor L. Turco	X		
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
<b>Results</b>	<b>13</b>	<b>0</b>	<b>0</b>
<b>Carried</b>			

## 7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

**7.1 ADMINISTRATION**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that this Council proceed into Committee of the Whole for the purpose of the item referred to it by Council (capital priority setting).

**Carried**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Committee of the Whole Council now rise without reporting on the matter referred to it (capital priority setting).

**Carried**

**7.1.1 2018 Capital Prioritization**

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 09 11 regarding the recommendations for the 2018 Capital Prioritization be received for information.

**Carried**

**7.1.2 2018 Capital Road Reconstruction Plan**

The report of the Director of Engineering was received by Council.

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Engineering dated 2017 09 11 concerning the 2018 capital works program be received as information.

**Carried**

**7.2 COMMUNITY SERVICES DEPARTMENT**

**7.3 ENGINEERING**

**7.4 FIRE**

**7.5 LEGAL**

**7.6 PLANNING**

**7.7 PUBLIC WORKS AND TRANSPORTATION**

**7.8 BOARDS AND COMMITTEES**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that Councillor S. Butland be appointed to the Sault Ste. Marie Innovation Centre Board of Directors until December 31, 2018.

**Carried**

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that Councillor O. Grandinetti be appointed to the Downtown Business Improvement Area (Downtown Association) until December 1, 2018.

**Carried**

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

**8.1 Notice of Motion – Suncor Brownfield Site**

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Whereas the future of the Bay Street tank farm site remains undetermined; and

Whereas discussions with Suncor beginning in 2011 (correspondence attached) have proven unsuccessful; and

Whereas the site would be appropriately designated a brownfield site and likely eligible for loans/grants from the Federation of Canadian Municipalities to remediate the property; and

Whereas Suncor has now expressed a willingness to sell the property for a nominal fee conditional upon the City signing a confidentiality agreement regarding the disclosure of the most recent environmental tests and results taken on the property

Now Therefore Be It Resolved that Council authorize appropriate staff to facilitate the above discussion and action required to proceed.

**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 M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2017 09 11 be approved.

**Carried**

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

**11.1.1 By-law 2017-174 (Property) Declare Surplus 235 Wellington Street West**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that By-law 2017-174 being a by-law to declare the City owned property legally described as 31572-0051(LT) LT 209-212 BLK 5 PL 402 KORAH EXCEPT PL J6061; SAULT STE. MARIE, being civic 235 Wellington Street West (Steelton Seniors Centre), as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.2 By-law 2017-175 (Property) Surplus Adjacent to 19 Highland Court**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that By-law 2017-175 being a by-law to declare the City owned property legally described as PIN 31562-0096 (LT) BLK J PL H699 KORAH; SAULT STE. MARIE, being the property adjacent to 19 Highland Court, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.3 By-law 2017-176 (Agreement) Prince Township Reciprocal Emergency Assistance**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that By-law 2017-176 being a by-law to authorize the execution of the Agreement between the City and The Corporation of Prince Township for the Prince Township Reciprocal Emergency Assistance Agreement be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.4 By-law 2017-177 (Agreement) Minister of Transportation Connecting Links Program funding**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-177 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Connecting Links Program funding be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.5 By-law 2017-179 (Agreement) Limiting Fox Run Subdivision**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-179 being a by-law to authorize the execution of an Agreement between the City and Fox Run Developments (Sault) Inc. for a limiting Agreement for 159 Foxborough Trail be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.6 By-law 2017-180 (Agreement) Secondary Fox Run Subdivision**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-180 being a by-law to authorize the execution of an Agreement between the City and Fox Run Developments (Sault) Inc. be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.7 By-law 2017-183 (Zoning) 3876 Queen Street East (Guindon)**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-183 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning the lands located at 3876 Queen Street East (Guindon) be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.8 By-law 2017-184 (Zoning) 120 Simpson Street (Estabrooks)**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that By-law 2017-184 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 120 Simpson Street (Estabrooks) be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.9 By-law 2017-185 (Agreement) Essar Centre Service Usage**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that By-law 2017-185 being a by-law to authorize the execution of the Second Amendment to Service and Usage Agreement between the City and Patron Solutions, L.P. d/b/a New Era Tickets to extend the ticketing and marketing services for the Essar Centre be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.10 By-law 2017-186 (Agreement) Amendment DSSMSSAB Land Ambulance**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that By-law 2017-186 being a by-law to authorize the execution of Addendum Number 1, being an amendment to the Land Ambulance Service Contract between the City and District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) be passed in open Council this 11th day of September, 2017.

**Carried**

**11.1.11 By-law 2017-187 (Street Assumption) Part Wawanosh Highland Park Subdivision**

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor L. Turco

Resolved that By-law 2017-187 being a by-law to assume for public use and establish as a public street that portion of Wawanosh Avenue abutting civic 63 Wawanosh Avenue, Plan H516, Highland Park Subdivision be passed in open Council this 11th day of September, 2017.

**Carried**

**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 2017-188 (Street Closing & Conveyance) Part Wawanosh**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-188 being a by-law to stop up, close and authorize the conveyance of a portion of Wawanosh Avenue in the Highland Park Subdivision, Plan H516 be read a FIRST and SECOND time in open Council this 11th day of September, 2017.

**Carried**

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

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

**13. CLOSED SESSION**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that this Council proceed into closed session to discuss a proposed disposition of property;

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

*Municipal Act R.S.O. 2002 – Section 239 (c) – a proposed or pending acquisition or disposition of land by the municipality.*

**Carried**

**14. ADJOURNMENT**

Moved by: Councillor J. Huppenen

Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

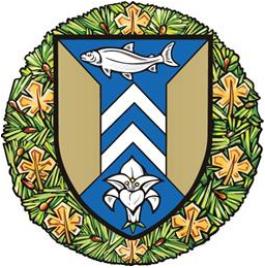
**Carried**

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Mayor

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Deputy City Clerk



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tender for Two (2) 8,600 GVW 4x4 ¾ Ton Pick-Up Trucks c/w Snow Plows

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#### PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Two (2) 8,600 GVW 4x4 ¾ Ton Pick-Up Trucks c/w Snow Plows as required by Public Works. Staff is seeking Council approval of the tender recommendation.

#### BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held September 11, 2017 with the Deputy City Clerk in attendance.

#### ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Manager of Equipment & Building Maintenance - PWT, and the low tendered price, meeting specifications, has been identified on the attached summary.

#### FINANCIAL IMPLICATIONS

The low tendered price for these vehicles is \$107,689.60 including non-rebatable HST.

The Council approved 2017 Capital Budget for Public Works equipment of \$1,134,830 included acquisition of this equipment.

#### STRATEGIC PLAN / POLICY IMPACT

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

Tender for Two (2) 8,600 GVW 4x4 ¾ Ton Pick-Up Trucks c/w Snow Plows

2017 09 25

Page 2

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2017 09 25 be received and the recommendation that the tender for the supply and delivery of Two (2) 8,600 GVW 4x4 ¾ Ton Pick-Up Trucks c/w Snow Plows, as required by Public Works, be awarded to Maitland Ford Lincoln at their total tendered price of \$105,827.04 plus HST, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
2017 PWT Equipment Allocation : \$1,186,500.00**

**RECEIVED: September 11, 2017  
File #2017PWE-PWT-25-T**

**SUMMARY OF TENDERS  
Two (2) 8,600 GVW 4x4 3/4 Ton Pick-up Trucks c/w Snow Plows**

<b><u>Firm</u></b>	<b><u>Manufacturer/Model</u></b>	<b><u>Delivery</u></b>	<b><u>Warranty</u></b>	<b><u>Tendered Price For Two (2) Vehicles (HST Extra)</u></b>	<b><u>Remarks</u></b>
Maitland Ford Lincoln Sault Ste. Marie, ON	2017 Ford F 250 Western Pro Plow Package	60 w/days	3 yrs/60,000 kms Basic 5 yr/100,000 Powertrain	<b>\$105,827.04</b>	Meets Specifications

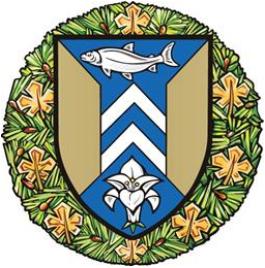
NOTE: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed to be fair and equitable.

The total cost to the City will be \$107,689.60 including the non-rebatable portion of the HST.

It is my recommendation that the low tendered price, meeting specifications, submitted by Maitland Ford Lincoln, be accepted.

**Tim Gowans  
Manager of Purchasing**



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** RFP – Four (4) Vehicles for Public Works

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#### PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the supply and delivery of Four (4) Vehicles for use by Public Works. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on September 7, 2017.

#### ANALYSIS

Proposals from three (3) proponents were received prior to the closing date:

Maitland Ford, Prouse Chevrolet and Superior Dodge

The proposals received have been evaluated by a committee comprised of staff from Public Works and from Corporate Services - Finance.

It is the consensus of the Evaluation Committee that the following vehicles should be purchased to best meet Public Works' needs:

Vehicles #1 - 3      2018 Chevrolet Silverado 1500 2WD Regular Cab  
Prouse Chevrolet, \$25,988.00 plus HST, each

Vehicle #4      2018 Chevrolet Express 2500 Van  
Prouse Chevrolet, \$34,500.00 plus HST

Four (4) Vehicles for Public Works

2017 09 25

Page 2

### **FINANCIAL IMPLICATIONS**

The total purchase price for all Four (4) Vehicles as recommended is \$114,443.37 including the non-rebatable HST.

The Council approved 2017 Capital Budget for Public Works equipment of \$1,134,830 included acquisition of this equipment.

### **STRATEGIC PLAN / POLICY IMPACT**

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

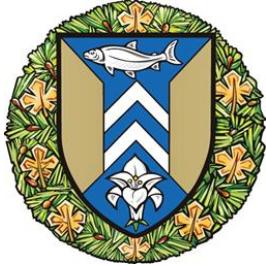
### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2017 09 25 be received and the recommendation that the supply and delivery of Three (3) 2018 Chevrolet Silverado 1500 Pick-up Trucks for \$25,988.00 plus HST each from Prouse Chevrolet and One (1) 2018 Chevrolet Express 2500 Van for \$34,500.00 plus HST from Prouse Chevrolet, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tender for City Marina Dock Replacement Project Bondar & Bellevue Marinas (2017CDE-CS-MA-01-T)

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#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for Finger Dock Replacements at the City's Marinas, as required by the Community Services Department. Staff is seeking Council approval of the tender recommendation.

#### **BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held September 6, 2017 with the Deputy City Clerk in attendance.

#### **ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Stem Engineering Group (R. Beltramin/K. Gagne) and the Manager of Culture & Recreation – CSD. Ms. Gagne's report concerning the tenders received is attached for your reference.

#### **FINANCIAL IMPLICATIONS**

The low tendered price, meeting specifications, as recommended by the City's Consultant is \$375,740.00 plus HST; subsequent to the acceptance of alternatives tendered. Engineering fees are estimated at \$15,300.00 plus HST. This project is eligible for a full HST rebate.

Funding in the amount of \$381,000.00 was approved during 2017 Budget deliberations by City Council. A shortfall in funding remains in the amount of \$10,000.00. Staff is requesting that City Council approve allocation of \$10,000.00 from the Marina Reserve to cover the shortfall.

Tender for City Marina Dock Replacement Project

2017 09 25

Page 2

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2017 09 25 be received and the recommendation that the tender for Dock Replacement at the Bondar & Bellevue Marinas be awarded to Poralu Marine Inc. at their low tendered price, meeting specifications, after alternatives accepted, of \$375,740.00 plus HST, be approved; and further that the City's Consultant, Stem Engineering Group, be authorized to provide a Letter of Intent formally authorizing Poralu Marine Inc. to proceed with this project. A By-Law authorizing signature of a formal Contract for this project will appear on a future Council Agenda.

It is further recommended that City Council approve the allocation of \$10,000.00 from the Marina Reserve to be applied to the Finger Dock Replacement Project.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

13 September 2017

Project #17069

The Corporation of the City of Sault Ste Marie  
99 Foster Drive  
Sault Ste Marie, ON  
P6A 5X6

**Attention:** **Tim Gowans**  
Manager of Purchasing

**Subject: Bondar and Bellevue Marinas Finger Dock Replacements - Tender Results**

On September 6th, 2017, four sealed envelopes containing the bid tenders for the proposed project were submitted to the City Clerk's Department. All four bid tenders were accompanied by complete tender forms, acceptable tender and contract securities, acknowledgement of Addenda 1 to 3, and Schedules 1 to 4 (as applicable). Upon review of the tenders, we can provide the following summary:

Kehoe Marine Construction Ltd.

\$384,375.00 Location #1 + \$86,395.00 Location #2 = **\$470,770.00 total base bid**  
Alternate #1 - Kehoe Standard Dock: Deduct \$36,041.00

Kropf Industrial Inc.

\$508,944.00 Location #1 + \$94,124.00 Location #2 = **\$603,068.00 total base bid**  
Alternate #1 - Highland Plastic Float Pipes: Add \$28,130.00

Poralu Marine Inc.

\$356,700.00 Location #1 + \$85,165.00 Location #2 = **\$441,865.00 total base bid**  
Alternate #1 - Length of Bondar Gangway Reduction: Deduct \$3,000.00  
Alternate #2 - Length of Bellevue 'B' Gangway Reduction: Deduct \$4,125.00  
Alternate #3 - Length of Bellevue 'E' Gangway Reduction: Deduct \$23,000.00  
Alternate #4 - Use of Existing H- Beams: Deduct \$16,000.00  
Alternate #5 - EcoStyle Decking: Deduct \$20,000.00  
Alternate #6 - Pressure Treated Wood Decking (5/4"): Deduct \$4,000.00  
Alternate #7 - Pressure Treated Wood Decking (2"x6"): Deduct \$5,500.00

Avery Construction Ltd.

\$537,485.25 Location #1 + \$128,469.08 Location #2 = **\$665,954.33 total base bid**  
Alternate #1 - Floating Dock Systems Inc.: Deduct \$220,428.07  
Alternate #2 - NY Dock: Deduct \$176,117.96

All tender prices exclude HST.

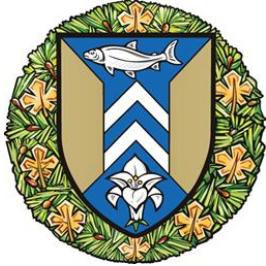


The City's budget for the entire project (including engineering costs) is \$381,000.00 + HST. It is understood that the City has access to a contingency fund that may allow for extra funding for this project in order to afford the lowest possible bid. We recommend awarding the contract to Poralu Marine Inc. (including Alternates #1, #2, #3, #4, and #5) for the tender amount of **\$375,740.00 + HST**.

If you should have any questions regarding these matters or require any additional information, please contact us at your convenience. We look forward to working with you on this project.

Regards,

Karina Gagné, E.I.T.  
Designer



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tender for Rooftop Dehumidification System Upgrade John Rhodes Arena – Pad 2 (2017CDE-AR-05-T)

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#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for a Rooftop Dehumidification System Upgrade at John Rhodes Arena – Pad 2, required by the Community Services Department. Staff is seeking Council approval of the tender recommendation.

#### **BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held September 11, 2017 with the Deputy City Clerk in attendance.

#### **ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Nor Mech Engineering Inc. (David Barban), and the Manager of Community Centres – CSD. Mr. Barban's report concerning the tenders received is attached for your reference.

#### **FINANCIAL IMPLICATIONS**

The low tendered price, meeting specifications, as recommended by the City's Consultant is \$106,632.07 including non-rebatable HST.

Funding in the amount of \$150,000.00 was approved during 2017 Budget deliberations by City Council. This tendered amount and estimated Engineering fees can be accommodated from within this allocation.

#### **STRATEGIC PLAN / POLICY IMPACT**

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

Tender for Rooftop Dehumidification System Upgrade

John Rhodes Arena – Pad 2

2017 09 25

Page 2

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2017 09 25 be received and the recommendation that the tender for a Rooftop Dehumidification System Upgrade for the John Rhodes Arena – Pad 2 be awarded to Toromont/Cimco at their low tendered price, meeting specifications, of \$104,787.80 plus HST, be approved; and further that the City's Consultant, Nor Mech Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Toromont/Cimco to proceed with this project. A By-Law authorizing signature of a formal Contract for this project will appear on a future Council Agenda.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

# NOR MECH ENGINEERING INC.

Mechanical & Electrical Consulting Engineering

1141 Old Garden River Road, Sault Ste. Marie, Ont. P6A 6J8

Phone: (705) 942-0114

Fax: (705) 942-0181

Email: normech@shaw.ca

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Date: September 12, 2017

Page 1 of: 2

To: The Corp. of the City of Sault Ste. Marie.

Attn: Tom / Jason / Norm

Project#: P1148

From: David Barban, P.Eng.

Re: JOHN RHODES PAD#2 - Rooftop Dehumidification System Upgrade.

---

## **LETTER OF RECOMMENDATION:**

The following project had significant contractor interest, and at one point during the Tendering Phase, we had five Contractors bidding the project. In the end, on September 11, 2017 at 12:00:00 local time, the project ended up receiving a total of four sealed bids. The sealed bids were publically opened in the Civic Centre - Thompson Room at 3pm that same day. *Please see attached Tender Results Summary Sheet.*

Our office has since reviewed each of the received bids, and did not find any issues or problems with any of the bids. It is our opinion that the pricing received is fair and acceptable for the scope of work within this project; and several bids appear to be under the project budget.

The lowest Bid was received from Toromont / Cimco, and their bid amount is well below the project budget. The contractor has been consulted, and they confirmed that they are satisfied with their bid amount.

It is our consulting engineering firm's opinion, that the City of Sault Ste. Marie should accept the lowest price Bid from Toromont / Cimco, for the amount of: **\$ 104,787.80 + HST.**

We look forward to hearing back from the City of SSM, on whether or not they wish to proceed. Although the actual on site construction is not until end of April/2018, recall that there is a very long equipment **delivery time line** for this project, so delays on this decision should be avoided if possible.

If you have any questions or concerns, please do not hesitate to contact myself.

Regards,



David Barban, P.Eng.  
Consulting Engineer

# NOR MECH ENGINEERING INC.

Mechanical & Electrical Consulting Engineering  
1141 Old Garden River Road, Sault Ste. Marie, Ont. P6A 6J8

Phone: (705) 942-0114

Fax: (705) 942-0181

Email: normech@shaw.ca

Date: September 12, 2017

## TENDER RESULTS - SUMMARY:

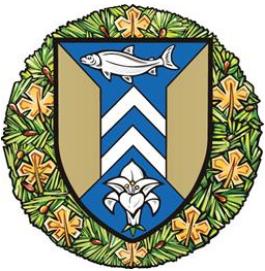
Location: Thompson Room - City Hall.

Project: Rooftop Dehumidification System Upgrade - John Rhodes Arena Pad#2. (Monday - September 11, 2017) Project No.: P1148

Firm	Base Bid Stipulated Price	Bid Security	Agreement to Bond	Weeks to complete (After end of April)	Ranking	Comments
S&T Group.	\$ 146,856.00 + HST	YES	YES	2 weeks	#2	
Toromont / Cimco	\$ 104,787.80 + HST	YES	YES	2 weeks	#1	
Henderson Metal Fab. Co. Ltd	\$ 158,124.00 + HST	YES	YES	8 weeks	#3	
Topline Electric Ltd.	Did not submit Bid.				-----	
Cy Rheault Construction Ltd.	\$ 235,000.00 + HST	YES	YES	(37 weeks)	#4	

Present at Opening:

Tim Gowans, Norm Fera, Rachel Tyczinski, Kim Vaudry - SSM City.  
Todd Suriano - Nor Mech Engineering Inc.



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Donald B. McConnell, MCIP, RPP  
Director of Planning and Enterprise Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** NOHFC Strategic Economic Initiative Program

---

#### **PURPOSE**

This report recommends that City Council transfer any municipal funding eligibility associated with the NOHFC Strategic Economic Initiative Program to any qualified proponent.

#### **BACKGROUND**

NOHFC previously offered a program in which municipalities could apply for up to \$15 million in support of major tourist attractions in northern communities. Six municipalities were invited to apply, however none were successful in meeting the criteria required to access this funding. Subsequently NOHFC encouraged municipalities to apply for up to \$5 million in funding which is available from a regional development program.

Beginning in 2013, City and Economic Development Corporation staff were working with a private developer on the redevelopment of the former St. Mary's Paper site and the development of a tourist attraction known as "Destination North." As part of ongoing discussions with NOHFC officials at that time, it was determined that the City's involvement was not necessary for the project to receive NOHFC funding. Where the municipality is not directly involved, NOHFC works directly with the proponent to ensure that all funding criteria are met and that a successful project is completed.

On February 9, 2015 City Council approved a resolution that consented to the transfer of any interest and eligibility for funding to the Destination North Discovery Group in support of the "Destination North" project on the former St. Mary's Paper site.

NOHFC Strategic Economic Initiative Program

2016 09 25

Page 2.

### **ANALYSIS**

Both City and EDC staff are currently working with another private sector proponent on a tourism related project. This project may be eligible for funding under the Strategic Economic Initiative Program. NOHFC has requested that City Council provide a resolution confirming the transfer of any municipal funding eligibility to any qualified proponent. This will allow any future qualified proponents to deal directly with NOHFC staff.

This resolution is necessary to clarify the City's intent as the previous resolution specifically identified the Destination North project. This resolution will not prevent the City or any other qualified proponent from applying to the Strategic Economic Initiative Program in the future.

### **FINANCIAL IMPLICATIONS**

Approval of this request will remove the City from any possible financial risk and liability, and is supported by both the Finance and Legal Departments.

### **STRATEGIC PLAN / POLICY IMPACT**

This recommendation is consistent with the Eliminating Barriers to Business and Streamlining Processes; Vibrant Downtown Areas; Create Social and Economic Activity; and Maximize Economic Development and Investment objectives of the Corporate Strategic Plan.

### **RECOMMENDATION**

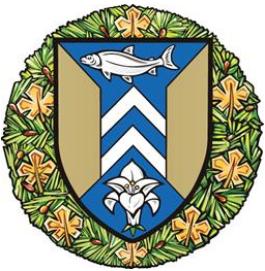
It is therefore recommended that Council take the following action:

Resolved that the Report of the Director of Planning and Enterprise Services dated 2017 09 25 concerning NOHFC funding be received and that the City of Sault Ste. Marie consents to the transfer of any eligibility for Strategic Economic Initiative Program funding to any qualified proponent.

Respectfully submitted,



Donald B. McConnell, MCIP, RPP  
Director of Planning and Enterprise Services  
705.759.5375  
[d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Virginia McLeod, Manager of Recreation and Culture

**DEPARTMENT:** Community Development and Enterprise Services

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

---

#### PURPOSE

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

#### BACKGROUND

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

#### ANALYSIS

The attached application was received for members of the Sault Surge Aquatic Team in Sault Ste. Marie. The application is for financial assistance to attend the 2017 Canadian Junior Swimming Championships to be held in Toronto, Ontario from July 26 to July 31, 2017 sanctioned by Swim Ontario and Swim Canada. Team members attending the championship include: Paige Banton, Olivia Strazomski, Logan Belanger & Aliah Robertson. The Parks and Recreation Advisory Committee reviewed the application from Sault Surge Aquatics at their meeting on June 6, 2017 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: R. Carricato

Seconded by: M. Kontulainen

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

Request for Financial Assistance for National/ International Sports Competitions-  
Sault Surge Aquatics Team  
2017 09 25  
Page 2.

2017 Canadian Junior Swimming Championships to be held in Toronto, Ontario from July 26 to July 31, 2017 in the amount of \$400.00 and that a report be sent to City Council for their approval.”

**CARRIED.**

### **FINANCIAL IMPLICATIONS**

Core funding for various financial assistance programs is provided in the City's budget. This request can be accommodated within the budget for National/International Sports Competitions.

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 09 25 concerning the Request for Financial Assistance for National/ International Sports Competitions-Sault Surge Aquatics Team be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for Paige Banton, Olivia Strazomski, Logan Belanger & Aliah Robertson participation in the 2017 Canadian Junior Swimming Championships to be held in Toronto, Ontario from July 26 to July 31, 2017 be approved.

Respectfully submitted,



Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



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

PLEASE PRINT

**Name and Address of Applicant:**

Correspondence will be directed to this name and address.

Name: Mary Starzomski

Address: \_\_\_\_\_

Postal Code: P6B 3X4

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (W) Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Name: see attached

Address: \_\_\_\_\_

Postal Code \_\_\_\_\_

Name of Team or Club (if applicable): Sault Surge Aquatic Team

Name of National or International Sporting Competition:

2017 Canadian Junior Championships (Swimming)

Date(s) of Competition:

July 26 - 31 /2017

Location of Competition:

Toronto ON

Name of Sports Governing Body:

Swimming Canada

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

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

\$ 400.00

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

hotels, gas, entry fees ...

*Please see attached*

Have you previously requested financial assistance from the City?

No \_\_\_\_\_ Yes  Amount \$ 400.00

If yes, please indicate the year(s):

2016

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

Mary Starzomski

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

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

DATE: 2017    05    10  
Year              Month              Day

Mary Starzomski Parent    Mary Starzomski Signature    [REDACTED] Phone Number

Jason Biggar President    [REDACTED] Signature    [REDACTED] Phone Number  
Name              Title              Signature              Phone Number  
(Club Official)

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

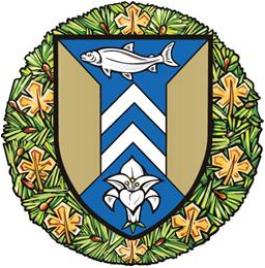
**PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:**

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

**For additional information:**

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

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



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tom Vair, Deputy CAO – Community Development & Enterprise Service

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Initiation of RFP process for Naming, Advertising and Sponsorship Rights

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#### **PURPOSE**

The Purpose of this report is to seek Council's direction for the Naming, Advertising, and Sponsorship Agreement Rights for the multi-purpose indoor Venue currently named the Essar Centre (the Venue).

#### **BACKGROUND**

As Sault Ste. Marie's premier sports and entertainment facility, the Venue is home to the Soo Greyhounds of the Ontario Hockey League, serves as a multi-sport complex and as a venue for entertainment, tradeshows, conferences and much more. The Venue is flexible in seating capacity, and can host events which require seating from 1,000 to 6,100.

Since opening, the Venue has hosted major concerts and special events including Elton John, Cirque du Soleil, KISS, 2010 Scotties Tournament of Hearts, Brad Paisley, Bryan Adams, Neil Young, 2012 CARHA World Hockey Championships, Jerry Seinfeld, Motley Crue, Mamma Mia, NHL preseason game Buffalo Sabres vs. Carolina Hurricanes, and the 2016 World U17 Hockey Challenge; just to name a few.

Essar Steel was originally successful in securing naming rights to the venue on July 23<sup>rd</sup>, 2008. The \$1.5 million sponsorship was for a 10-year agreement that had been paid fully in advance.

Originally, an outside agency which negotiates naming rights and sponsorships for Venues, stadiums and convention centres assisted the City in all aspects of negotiating the contract.

The agreement enabled the successful bidder to place their name and logo on the outside of the building, as well as on centre ice, on the scoreboard and web site, on all facility and Soo Greyhounds materials, including game programs, tickets, pocket schedules, media guides, print advertisements, TV advertisements and other team and Venue-related printings.

The first right of refusal on future naming rights outlined in the current agreement could only be exercised if the company was not in default and notice was provided 12 months prior to the expiry of the term. Since neither of these conditions were met, it is the City's position that Algoma no longer has a first right of refusal on any future naming rights (correspondence from the Mayor's office provided in the Aug. 21<sup>st</sup> Council package).

The City has received calls from corporations inquiring about the timing of the naming rights for the facility becoming available. In some cases this is because they were aware of the agreement coming to an end and, in other cases, because they were aware of the CCAA proceedings and media coverage on the naming rights topic.

## **ANALYSIS**

There are three options staff considered related to naming rights for the facility:

1. Revert the name to Memorial Gardens and not pursue naming rights
2. Pursue naming rights with a condition that the arena include "Memorial Gardens" in the name (i.e., Company XYZ Memorial Gardens)
3. Pursue naming rights without a condition to include "Memorial Gardens"

Given the significant revenue generated by the naming rights for the facility, it is the opinion of staff that the City should pursue a corporate sponsor for the Venue. The sponsorship funding is attributed directly to facility revenue and helps to offset the cost of operations, and thus the burden on taxpayers.

In terms of the use of "Memorial Gardens", it is felt that including "Memorial Gardens" in the name of the facility will not be a significant detriment to concluding an agreement with a corporate sponsor. Further, it is felt that including "Memorial Gardens" recognizes the history of Sault Ste. Marie and the tribute being paid to the men and women who served in the Armed Forces.

With this conclusion, staff determined two avenues to pursue sponsorship for the facility:

- A. Secure professional services from an outside agency to assist the City in finding a new corporate sponsor.
- B. City staff undertake an RFP process to find a new corporate sponsor.

Option A - Outside Agency

## Naming, Advertising and Sponsorship Rights

2017 09 25

Page 3.

Through preliminary discussions with external agencies, City staff has learned that fees to engage an external agency would likely include:

### Analytics Fee

An in depth analysis report would be created to determine the value of the location.

Timeframe:	30-60 days
Approx. Cost range:	\$20-\$25K

### Naming Rights Sales Fee

A dedicated person with specialized experience would act on the City's behalf to negotiate with potential organizations on a local, regional, and national level. The cost to engaging this service is typically built on a straight fee and commission structure in the range of \$25,000 plus a commission of approximately 20%.

The estimated cost for Option A would be:

Analytics Fee	\$ 25k
Naming Rights Sales Fee	\$ 25k
Commission Fee	<u>\$260k (~\$1.5M @ 20%)</u>
Total approx.	\$310k

### Option B - City RFP Process to Secure a Corporate Sponsor

The process for selecting a suitable corporate sponsor could be undertaken through an RFP process led by City staff. The process would be designed with the intention of attracting competitive bids from corporations that are interested in increasing/strengthening their brand awareness and marketing outreach.

The costs associated with this option would be in City staff time preparing the RFP and associated information package for interested corporations. The City would use current communication channels to promote the RFP as well as direct outreach to corporations to increase awareness of this opportunity.

### Staff Recommendation:

Given the significant costs involved in engaging an external firm and preliminary interest expressed by corporations in the naming rights for the facility, it is staff's recommendation that the City undertake Option B - an RFP process to secure a corporate sponsor for the naming rights to the facility.

Should this RFP not be successful, it is also possible to engage an external firm to assist with securing a corporate sponsor in the future.

**RFP Criteria:**

Given the previous agreement with Essar Steel Algoma Inc. and research undertaken by City staff, it is proposed the following high level criteria be included in the RFP process (note, this is not a detailed list of RFP criteria):

- A minimum fee of \$150,000 annually for the naming rights of the location.
- Term is to be determined by negotiation.
- Renewal options may be included/discussed.
- Respondent shall submit with its proposal sufficient information and evidence of its financial stability.
- Naming rights will include Memorial Gardens, e.g. Company XYZ Memorial Gardens

**Criteria for the Selection Process**

Proposals by respondents will be evaluated on the basis of criteria deemed most appropriate for a successful partnership. These criteria would include, but are not limited to, the following:

- Financial structure of proposal
- Term of proposal
- Marketing initiatives to promote, market and support the facility
- Financial capacity of corporate partner

Other terms of the agreement, similar to those contained in the current agreement, will be negotiated with the successful proponent.

**FINANCIAL IMPLICATIONS**

This is a market-based exercise and is dependent upon corporate interest and willingness to pay. The previous agreement saw the City enter into a 10-year agreement which generated \$1.5M in revenue for the naming rights for the Venue. Any change to the revenue source will have operating budget implications for 2018 and forward.

**STRATEGIC PLAN / POLICY IMPACT**

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment by the commitment to maintain financial viability.
- Additionally, it supports the focus area of Infrastructure as it will assist in Maintaining Existing Infrastructure.

**RECOMMENDATION**

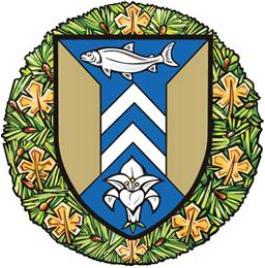
It is therefore recommended that Council take the following action:

"Resolved that the report of the Deputy CAO – Community Development & Enterprise Services be received by Council and that Council authorize City Staff to undertake an RFP process to secure a corporate sponsor for the naming rights for the Venue including the criteria outlined in this report.

Respectfully submitted,



Tom Vair  
Deputy CAO  
Community Development & Enterprise Services  
(705)759-5264  
[t.vair@cityssm.on.ca](mailto:t.vair@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tom Vair, Deputy CAO – Community Development & Enterprise Service

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Essar Centre Naming Rights 2017.docx

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#### **PURPOSE**

The Purpose of this reports is to seek Council approval to proceed in undertaking an RFP process for the Naming, Advertising, and Sponsorship Agreement Rights for the multi-purpose indoor Venue currently named the Essar Centre (the Venue).

#### **BACKGROUND**

As Sault Ste. Marie's premier sports and entertainment facility, the Venue is home to the Soo Greyhounds of the Ontario Hockey League, serves as a multi-sport complex and as a venue for entertainment, tradeshows, conferences and much more. The Venue is flexible in seating capacity, and can host events which require seating from 1,000 to 6,100.

Since opening, the Venue has hosted major concerts and special events including Elton John, Cirque du Soleil, KISS, 2010 Scotties Tournament of Hearts, Brad Paisley, Bryan Adams, Neil Young, 2012 CARHA World Hockey Championships, Jerry Seinfeld, Motley Crue, Mamma Mia, NHL preseason game Buffalo Sabres vs. Carolina Hurricanes, and the 2016 World U17 Hockey Challenge; just to name a few.

Essar Steel was originally successful in securing naming rights to the venue on July 23<sup>rd</sup>, 2008. The \$1.5 million sponsorship was for a 10-year agreement that had been paid fully in advance.

Originally, an outside agency which negotiates naming rights and sponsorships for Venues, stadiums and convention centres assisted the City in all aspects of negotiating the contract.

The agreement enabled the successful bidder to place their name and logo on the outside of the building, as well as on centre ice, on the scoreboard and web site, on all facility and Soo Greyhounds materials, including game programs, tickets, pocket schedules, media guides, print advertisements, TV advertisements and other team and Venue-related printings.

The first right of refusal on future naming rights outlined in the current agreement could only be exercised if the company was not in default and notice was provided 12 months prior to the expiry of the term. Since neither of these conditions were met, it is the City's position that Algoma no longer has a first right of refusal on any future naming rights (correspondence from the Mayor's office provided in the Aug. 21<sup>st</sup> Council package).

The City has received calls from corporations inquiring about the timing of the naming rights for the facility becoming available. In some cases this is because they were aware of the agreement coming to an end and, in other cases, because they were aware of the CCAA proceedings and media coverage on the naming rights topic.

## **ANALYSIS**

There are three options staff considered related to naming rights for the facility:

1. Revert the name to Memorial Gardens and not pursue naming rights
2. Pursue naming rights with a condition that the arena include "Memorial Gardens" in the name (i.e., Company XYZ Memorial Gardens)
3. Pursue naming rights without a condition to include "Memorial Gardens"

Given the significant revenue generated by the naming rights for the facility, it is the opinion of staff that the City should pursue a corporate sponsor for the Venue. The sponsorship funding is attributed directly to facility revenue and helps to offset the cost of operations, and thus the burden on taxpayers.

In terms of the use of "Memorial Gardens", it is felt that including "Memorial Gardens" in the name of the facility will not be a significant detriment to concluding an agreement with a corporate sponsor. Further, it is felt that including "Memorial Gardens" recognizes the history of Sault Ste. Marie and the tribute being paid to the men and women who served in the Armed Forces.

With this conclusion, staff determined two avenues to pursue sponsorship for the facility:

- A. Secure professional services from an outside agency to assist the City in finding a new corporate sponsor.
- B. City staff undertake an RFP process to find a new corporate sponsor.

Option A - Outside Agency

## **Essar Centre Naming Rights 2017.docx**

2017 09 25

Page 3.

Through preliminary discussions with external agencies, City staff has learned that fees to engage an external agency would likely include:

### Analytics Fee

An in depth analysis report would be created to determine the value of the location.

Timeframe:	30-60 days
Approx. Cost range:	\$20-\$25K

### Naming Rights Sales Fee

A dedicated person with specialized experience would act on the City's behalf to negotiate with potential organizations on a local, regional, and national level. The cost to engaging this service is typically built on a straight fee and commission structure in the range of \$25,000 plus a commission of approximately 20%.

The estimated cost for Option A would be:

Analytics Fee	\$ 25k
Naming Rights Sales Fee	\$ 25k
Commission Fee	<u>\$260k (~\$1.5M @ 20%)</u>
Total approx.	\$310k

### Option B - City RFP Process to Secure a Corporate Sponsor

The process for selecting a suitable corporate sponsor could be undertaken through an RFP process led by City staff. The process would be designed with the intention of attracting competitive bids from corporations that are interested in increasing/strengthening their brand awareness and marketing outreach.

The costs associated with this option would be in City staff time preparing the RFP and associated information package for interested corporations. The City would use current communication channels to promote the RFP as well as direct outreach to corporations to increase awareness of this opportunity.

### Staff Recommendation:

Given the significant costs involved in engaging an external firm and preliminary interest expressed by corporations in the naming rights for the facility, it is staff's recommendation that the City undertake Option B - an RFP process to secure a corporate sponsor for the naming rights to the facility.

Should this RFP not be successful, it is also possible to engage an external firm to assist with securing a corporate sponsor in the future.

## **Essar Centre Naming Rights 2017.docx**

2017 09 25

Page 4.

### **RFP Criteria:**

Given the previous agreement with Essar Steel Algoma Inc. and research undertaken by City staff, it is proposed the following high level criteria be included in the RFP process (note, this is not a detailed list of RFP criteria):

- A minimum fee of \$150,000 annually for the naming rights of the location.
- Term is to be determined by negotiation.
- Renewal options may be included/discussed.
- Respondent shall submit with its proposal sufficient information and evidence of its financial stability.
- Naming rights will include Memorial Gardens, e.g. Company XYZ Memorial Gardens

### **Criteria for the Selection Process**

Proposals by respondents will be evaluated on the basis of criteria deemed most appropriate for a successful partnership. These criteria would include, but are not limited to, the following:

- Financial structure of proposal
- Term of proposal
- Marketing initiatives to promote, market and support the facility
- Financial capacity of corporate partner

Other terms of the agreement, similar to those contained in the current agreement, will be negotiated with the successful proponent.

## **FINANCIAL IMPLICATIONS**

This is a market-based exercised and is dependent upon corporate interest and willingness to pay. The previous agreement saw the City enter into a 10 year agreement which generated \$1.5M in revenue for the naming rights for the Venue.

## **STRATEGIC PLAN / POLICY IMPACT**

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

- Within the Service Delivery focus area it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment by the commitment to maintain financial viability.
- Additionally, it supports the focus area of Infrastructure as it will assist in Maintaining Existing Infrastructure.

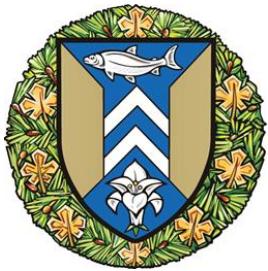
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Deputy CAO – Community Development & Enterprise Services be received by Council and that Council authorize City Staff to undertake an RFP process to secure a corporate sponsor for the naming rights for the Venue including the criteria outlined in this report.

Recommended for  
approval,

Tom Vair  
Deputy CAO  
Community  
Development &  
Enterprise Services  
(705)759-5264  
[t.vair@cityssm.on.ca](mailto:t.vair@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Norm Fera, Manager of Community Centres

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Agreement for the Bulk Purchase of Ice and Field Time - Algoma District School Board

---

#### **PURPOSE**

The purpose of this report is to seek council approval to enter into an agreement with the Algoma District School Board ("ADSB") and the Corporation of the City of Sault Ste. Marie ("City") for the bulk purchase of Ice Time and Field Time.

#### **BACKGROUND**

The ADSB has advised that they are interested in purchasing a bulk of ice time and field time at Community Centres Division facilities during the upcoming school year.

#### **ANALYSIS**

While ice time and field time are in high demand during prime time hours, the demand for day time hours during the school year is much lower. The ADSB is interested in renting approximately 400 hours of facility time during day time hours for the 2017-2018 school year for sports practices and physical education classes.

#### **FINANCIAL IMPLICATIONS**

The ADSB and Community Development and Enterprise services staff have negotiated bulk purchase fees for the consideration of Council, details of the terms and conditions are outlined in the contract that appears elsewhere on the agenda, under section 3 Rent to City. The estimated facility rental revenue to be generated during the 2017 2018 school year is approx. \$29,000.

It is proposed that in exchange for the bulk purchase of day time hours, the ADSB receive a 10 % discount on Ice Time Rates, booked between 8am – 5pm during the school year and a 15% discount on Field Time Rates, booked between 8am – 5pm during the school year. Discounts do not apply to Ice or Field Time booked after 5pm weekdays or any time during weekends.

ADSB Bulk Purchase of Field and Ice Time

2017 08 11

Page 2.

In addition the agreement allows for renewal from year to year based on successful negotiations. Such continued collaboration with the ADSB for the use of low demand facility time will have a positive financial impact on facility revenue.

**STRATEGIC PLAN / POLICY IMPACT**

This proposed collaboration with the ADSB relates to the Fiscal Responsibility Value of the Corporate Strategic plan and to the Community Development and Partnerships focus area through collaboration with community partners and stakeholders.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Community Centres be received and further that By-law number 2017-181 authorizing the execution of the Agreement be approved.

Respectfully submitted,



Norm Fera

Manager of Community Centres

705.759.5259

[n.fera@cityssm.on.ca](mailto:n.fera@cityssm.on.ca)

THIS AGREEMENT made in duplicate this 14<sup>th</sup> day of September, 2017.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter called the "City")

- and -

**Algoma District School Board**  
(hereinafter called the "ADSB")

**WHEREAS** the City is the owner and operator of several community centre recreational facilities such as the John Rhodes Community Centre, the McMeeken Centre, the Northern Community Centre, and the Essar Centre (the "Community Centres");

**AND WHEREAS** the City and the ADSB have come to an agreement with respect to the use of the Community Centres.

**NOW THEREFORE** the parties agree as follows:

**1. TERM OF AGREEMENT**

- (a) This Agreement shall be in force for one year from August 20, 2017 to August 31, 2018 (the "Term").
- (b) The ADSB has an option to renew this Agreement on a year-to-year basis subject to successful negotiations between the City and the ADSB on a renewal.

**2. PREMISES**

- (a) The City agrees to provide for the use of the ADSB the recreational facility (the "Premises"). The City will confirm dates and times by way of issuing a permit.

**3. RENT TO CITY**

**(a) Rental Rates**

The ADSB agrees to pay to the City rent for facility time as set out in the rental permit, based on the current City user fee bylaw, less applicable discounts as set out in section 3 (b).

**(b) Bulk Purchase Discounts**

- The ADSB is entitled to the below discounts in the first year, being between August 20, 2017 to August 31, 2018 with no minimum hour purchase requirement. Upon any and all renewals of this Agreement, a 200 hour minimum shall be purchased in order to qualify for any of the below stated discounts;

- 10 % discount on Ice Time Rates, booked between 8am – 5pm during the school year;
- 15% discount on Field Time Rates, booked between 8am – 5pm during the school year;
- Discounts do not apply to Ice or Field Time booked after 5pm weekdays or any time during weekends.

#### 4. CONCESSION SALES

The City shall retain all revenues derived from concession sales for ADSB events.

#### 5. UNFORESEEN CAUSES

The ADSB agrees that the City shall incur no liability to the ADSB for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the City.

#### 6. INSURANCE AND LIABILITY

- (a) Both parties hereto covenant and agree to provide for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense. The ADSB shall name the City as an "Additional Insured" to its insurance policy. Written proof of said insurance shall be provided to the City's Community Development and Enterprise Services Department before the commencement of the Term.
- (b) The ADSB will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Premises for the purpose of attending or participating in any event in respect of which the ADSB occupies the Premises.
- (c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the ADSB from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the ADSB from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the ADSB by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this Agreement.

**7. CANCELLATION**

The City reserves the right to cancel or reschedule any date and time allotted to the ADSB upon giving the ADSB reasonable notice. In the event that the ADSB has to cancel a booked time, the ADSB is required to provide at least seven (7) days' notice to the City to allow the City to lease the facility to another interested group(s). In the event that the ADSB fails to give notice as required and the City is unable to lease the facility, regular rental charges set out in this Agreement will apply.

**8. APPLICATION OF LEGISLATION**

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this Agreement.

**9. BINDING EFFECT**

The parties hereto agree that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their executors, administrators and permitted assigns, that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neutral, as the case may be, were expressed.

**10. ASSIGNMENT OF AGREEMENT**

The parties hereto covenant and agree that this Agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the ADSB shall be considered an assignment of this Agreement.

**11. AMENDMENTS**

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

**12. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties hereto and the Parties agree that there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The ADSB acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as expressly set out in this Agreement.

**13. GOVERNING LAW**

This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The Parties hereto attest to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

**14. OBSERVANCE OF RULES:**

The Contract Holder agrees to comply with any by-laws, policies, codes of behaviour and regulations imposed by the City governing the use of the City Facility, and all applicable Federal and Provincial statutes and regulations.

**15. DRAWS AND RAFFLES**

If the ADSB wishes to hold any type of lottery scheme such as a raffle it shall obtain the appropriate lottery license and comply with applicable laws, regulations and by-laws. A "raffle" is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise, cash, or a combination of the two. Please refer to the City of Sault Ste. Marie's "Alcohol Risk Management Policy - Section C Lottery License Requirements" for additional details.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as of the day and year first above written.

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

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE

**ALGOMA DISTRICT SCHOOL BOARD**

Name: Joseph C. Santa Maria  
 Title: Superintendent of Business  
*I have the authority to bind the corporation.*



The Corporation of the  
City of Sault Ste. Marie

C O U N C I L   R E P O R T

September 25, 2017

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

---

**PURPOSE**

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

**BACKGROUND**

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

**ANALYSIS**

Not applicable.

**FINANCIAL IMPLICATIONS**

There is no budgetary impact.

**STRATEGIC PLAN / POLICY IMPACT**

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

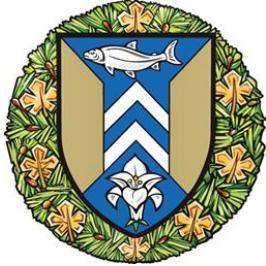
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2017-182 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Brad Miller for Sam Piraino  
Acting Area Co-ordinator/  
Acting Manager of Transit  
and Parking  
705.759.5848  
[s.piraino@cityssm.on.ca](mailto:s.piraino@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

September 25, 2017

**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:** Stormwater Financing Study – Engineering Services

---

#### **PURPOSE**

The purpose of this report is to recommend award of engineering services to AECOM for a Stormwater Financing Study.

#### **BACKGROUND**

On April 10, 2017 Council approved proceeding with a Request for Proposal for the above noted study. The current method of funding stormwater infrastructure through the urban-only levy is insufficient. Identification, review and evaluation of a sustainable funding mechanism is required in order to support existing and future stormwater management and drainage needs.

#### **ANALYSIS**

A Request for Proposal was issued for the Stormwater Financing Study. Four submissions were received and were evaluated by a combination of City Engineering and Finance staff. Based on the proposal evaluation, it is recommended that AECOM be retained for a fee of \$117,195 excluding HST.

#### **FINANCIAL IMPLICATIONS**

AECOM's fee estimate included in their proposal submission is \$119,258 including non-refundable HST. This is above the approved funding of \$60,000. Due to the cancellation of a road project earlier in the year, the Finance Department has confirmed that the shortfall of \$59,258 can be accommodated within the 2017 Capital Budget.

#### **STRATEGIC PLAN / POLICY IMPACT**

The report links to the Strategic Plan focus area of infrastructure.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Stormwater Financing Study – Engineering Services

2017 09 25

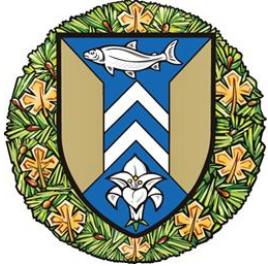
Page 2.

Resolved that the report of the Land Development and Environmental Engineer dated 2017 09 25 concerning the Stormwater Financing Study be received, and that AECOM be retained with and Engineering Agreement to be brought forward at a future Council meeting.

Respectfully submitted,

*C. Taddo*

Catherine Taddo, P. Eng.  
Land Development and Environmental Engineer  
705.759.5380  
[c.taddo@cityssm.on.ca](mailto: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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Carl Rumiel, Design and Construction Engineer  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Bruce Street Reconstruction – Engineering Services

---

#### **PURPOSE**

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration of the reconstruction of Bruce Street from Queen Street to Wellington Street project that is planned for 2018.

#### **BACKGROUND**

At the 2017 07 17 meeting, Council provided approval that engineering design services be procured for Bruce Street between Queen and Wellington, and Black Road between Second and Third Lines.

#### **ANALYSIS**

In accordance with our procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. We received proposals from the following firms:

- WSP
- AECOM
- Tulloch Engineering
- STEM Engineering Group

All proposals were reviewed by a committee of engineering staff. The committee followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on the committee's results, it is recommended that this work be awarded to WSP.

### **FINANCIAL IMPLICATIONS**

At the 2017 07 17 Council meeting \$200,000 was approved for engineering work related to 2018 Capital road projects. WSP's 2017 work can be accommodated within the \$200,000 previously approved. The remainder of the engineering work will not commence until such time that Council approves the 2018 Capital budget.

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

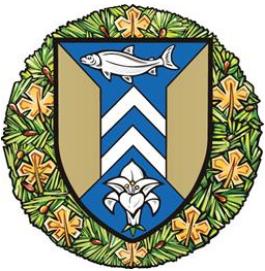
Resolved that the report of the Design & Construction Engineer dated 2017 09 25 concerning the Bruce Street Reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with WSP.

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

Respectfully submitted,



Carl Rumiel, P. Eng.  
Design and Construction Engineer  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Carl Rumiel, Design and Construction Engineer  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Black Road Reconstruction – Engineering Services

---

#### **PURPOSE**

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration of the reconstruction of Black Road from Second to Third Line project that is planned for 2018.

#### **BACKGROUND**

At the 2017 07 17 meeting, Council provided approval that engineering design services be procured for Bruce Street between Queen and Wellington, and Black Road between Second and Third Lines.

#### **ANALYSIS**

In accordance with our procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. We received proposals from the following firms:

- AECOM
- Tulloch Engineering
- Kresin Engineering Corporation
- WSP

All proposals were reviewed by a committee of engineering staff. The committee followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on the committee's results, it is recommended that this work be awarded to AECOM.

### **FINANCIAL IMPLICATIONS**

At the 2017 07 17 Council meeting \$200,000 was approved for engineering work related to 2018 Capital road projects. AECOM's 2017 work can be accommodated within the \$200,000 previously approved. The remainder of the engineering work will not commence until such time that Council approves the 2018 Capital budget.

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2017 09 25 concerning the Black Road Reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with AECOM.

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

Respectfully submitted,

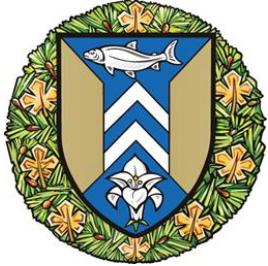


Carl Rumiel, P. Eng.

Design and Construction Engineer

705.759.5379

[c.rumiel@cityssm.on.ca](mailto:c.rumiel@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Peter Johnson, Fire Chief

**DEPARTMENT:** Fire Services

**RE:** Office of the Fire Marshal and Emergency Management Review

---

#### PURPOSE

The purpose of this report is to provide information and response to Mayor and Council on the Office of the Fire Marshal and Emergency Management (OFMEM) Review released September 18, 2017.

#### BACKGROUND

The Fire Protection and Prevention Act, 1997 (FPPA) sets out the municipal responsibility to determine the level of fire protection services provided. The OFMEM initiated such a review in the City of Sault Ste. Marie commencing on December 7, 2016, as described in the letter attached as Appendix A. This review was conducted under the Power of the Fire Marshal, as set out in sub-clause 9.(1)(a) of the (FPPA). This report is in response to the final document released by the OFMEM on September 18, 2017.

#### ANALYSIS

In January 2017, nineteen (19) staff members from the OFMEM office arrived to conduct the on-site fact gathering for the review. According to sub-clause 2.(1)(a) of the FPPA; a municipality is to meet the expectations of the OFMEM with respect to its responsibility by having a minimum the following components in place:

- a) having conducted a simplified risk assessment
- b) establishment of smoke and carbon monoxide alarm programs
- c) distribution of public fire safety education materials, and
- d) conducting inspections upon request or complaint.

## **Office of the Fire Marshal and Emergency Management Review**

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The OFMEM advises that municipal Councils determine the level of fire protection services to be delivered in accordance with their local needs and circumstances. When assessing the needs and circumstances that could be considered to impact the provisions of fire protection services, the assessment may include:

- Type of service delivery system (full-time, composite or volunteer)
- Economic situation
- Demographic considerations
- Geography and physical layout of the municipality
- Building profile
- Various risks to be protected
- Community infrastructure of roads, water systems and hydrants

At the conclusion of their review, the OFMEM has determined, based on all of the above, that the City of Sault Ste. Marie is meeting the expectations of the Office of the Fire Marshal and Emergency Management by having the components in place. Further the OFMEM's opinion is that the municipality and the Sault Ste. Marie Fire Service (SSMFS) have adequate programs in place that address the following:

- Public fire safety education and fire prevention, including well documented fire inspection and enforcement measures
- A training program that provides staff with job-related knowledge, and training records are well documented
- Overall the pre-incident planning program is thorough and there is a process in place to update pre-incident plans on a regular basis
- Documentation and records were determined to be in good order
- Personal protective equipment (turnout gear) is well maintained

The OFMEM has provided various areas for the municipality to consider. There are a total of eighteen (18) recommendations contained in the review to complement the existing services and create efficiencies and effectiveness. When taking into account the current and future planning levels for fire protection services, the review also included the following topics:

- municipal fire risk assessment; by-laws and agreements
- organizational structure
- policies and operating guidelines
- communications and interaction
- records management
- public fire safety
- fire inspections and enforcement
- pre-incident planning
- fire investigations
- training personal protective equipment

## **Office of the Fire Marshal and Emergency Management Review**

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- fire services planning.

Below is a chart outlining the eighteen (18) recommendations from the OFMEM Review and how the SSMFS has actions and methods in place for most recommendations or will proceed with adopting the recommendations.

<b>OFMEM RECOMMENDATION</b>	<b>ADAPTATION/IMPLEMENTATION</b>
1) Ensure that a comprehensive fire risk assessment is completed.	A CRA is currently in progress. Dillon Consulting will complete and provide report that will be brought to Council for consideration.
2) Ensure that an evaluation of the capabilities and limitations associated with fire suppression and fire ground tactics is conducted, with reference to the findings in the CRA.	Council approved the addition of a Fire Master Plan (FMP). The FMP will contain the capabilities and limitations of fire suppression. Associated costs are contained within the FMP approval from Council \$35,000
3) Ensure that service levels for fire protection services are clearly described, documented, implemented and monitored on a regular basis.	Contained in the FMP will be descriptive measures that will detail the level of fire protection services. Senior Fire Management along with the Mayor, Council and Legal will review and update the Establishing and Regulating By-Law for Fire Services.
4) Ensure that the SSMFS call back system for additional staff required during an emergency is assessed to determine if there are opportunities to improve the efficiency and reliability of the system, and implement changes as appropriate.	Senior Fire Management is currently looking into software or computer applications that may address staff call backs. This will enhance the call back system and create a more efficient practice. Associated costs are between \$15,000 to \$20,000
5) Ensure that the Establishing and Regulating By-law is kept current by reviewing and updating as necessary	The E & R By-law will be discussed in the FMP. This bylaw had been discussed prior to the release of the OFMEM Review for revision and updating. The update will reflect what level of fire protection service will be delivered by the SSMFS as determined by Council.
6) Review all fire related by-laws to ensure currency, are approved, and that they remain in effect.	Staff plans to meet this recommendation by end of 2019. Staff will work in conjunction with Mayor, Council and Legal.
7) SSM should consider having in place documents that set out the current reporting relationships, duties, roles and responsibilities for all positions within the SSMFS.	All current positions job descriptions will define duties and roles. Updated documents will be contained in the FMP
8) SSM should consider an assessment of the capability, capacity, reliability and compatibility of resources that may be requested through the provincial mutual aid system, through local or regional organizations or through international agreements. Considerations should be given to the need for the development and implementation of policies and operating guidelines designed to guide decisions and determine a course of action on the needs and circumstances.	The FMP will provide considerations for council determine the appropriate level of service. This will encompass mutual aid and if mutual aid is activated, policies and operating guidelines will be created to guide Fire Officers in their decision making processes.
9) Ensure the consolidation of notices and operating guidelines, applicable memorandums and similar type documents into one set of guidelines for the SSMFS.	Senior Fire Management Staff will review documents and determine if consolidation is applicable.
10) Ensure the development of a fire prevention policy that describes the components of the public fire safety education efforts for identified risks.	Currently the Deputy Chief of Fire Prevention and Public Education has a draft completed and ready to be added to the revised Establishing and Regulating By-law. When this by-law is approved this policy will encompass the

## **Office of the Fire Marshal and Emergency Management Review**

2016 09 25

Page 4.

	components of the Fire Prevention division.
11) Encouraged to maintain and enhance an already good program by developing a comprehensive program that includes the smoke alarm program, home escape planning and carbon monoxide alarm program, in addition, goals, objectives, performance measures as well as evaluation and assessment process.	The Fire Prevention and Inspection division in conjunction with the Operations division, as stated, has a good program in place. It will be formalized and contained in a document that describes the current and future plans for those programs.
12) SSM should consider the development and interpretation of operating guidelines for the SSMFS that address; 1. Internal communications processes and management of occurrences of multiple false alarms at the same property address. 2. Assessment and determine of the need for conducting a fire safety inspection when a complaint or a request is received.	1) Senior Fire Management will review this recommendation and determine the proper course of action.  2) SSMFS- Fire Prevention and Inspection Division currently performs this work.
13) Ensure that SSMFS Fire Prevention Officers take the training necessary to approve Fire Safety Plans for Vulnerable Occupancies, if they are to continue to do so.	Deputy Chief of Fire Prevention and Public Education has prior to the OFMEM Review commencement completed the training. The Deputy Chief will approve all Fire Safety Plans in this regard.
14) Ensure the development of an operating guideline for pre-incident planning and include enhancement opportunities that will further strengthen the program.	The Deputy Fire Chief of Operations will develop a program that consists of Fire Operations, Fire Prevention and Inspection and Public Utilities Commission where an enhanced pre-planning program is defined. The criteria and methods will be described in detail as on operating guideline.
15) Ensure that a review of the SSMFS Respiratory Protection Program is conducted, ensuring that it is current and that workplace practices meet the requirements of the program.	Contained in the 2018 Capital Requests is the purchase of new Self Contained Breathing Apparatus (SCBA). The new SCBA will have current electronic data link that will track usage and service. As well, a revised Respiratory Protection Program will be implemented with the new face pieces for staff. This will ensure that requirements are met and remain current. Associated costs are \$500,000 for purchase of new SCBA (capital request for 2018).
16) Continue the planning process for the SSMFS and work towards completing the requirements for the development of a consolidated strategic plan and supporting operational plans for the SSMFS.	Once the FMP is completed later this fall it will contain a long term plan. Also, accompanying the FMP the Fire Chief will present the short, medium and long term strategic plans for the Fire Service.
17) Ensure that core services and levels of service for fire protection services provided by the SSMFS are developed, approved and implemented.	This will be mitigated through the FMP and the review and revisions contained in the Establishing and Regulating By-Law.
18) SSM develop an implementation schedule for the OFMEM recommendations contained in the report.	Senior Fire Management will work with the Mayor, Council and Legal to determine, review and complete all recommendations contained in the report in a timely fashion.

The completion of the Comprehensive Risk Assessment and Fire Master Plan will play a significant role in addressing these recommendations contained in the review. Further, developing a strategic plan in concert with the CRA and FMP will create a foundation for future success. The Fire Chief and Senior Fire Management are working towards efficiencies and effectiveness for the delivery of a quality fire service. Creating a fire safe community that meets the expectations of the OFMEM, meets industry standards and mitigates the risks associated with all areas of service delivery within the City of Sault Ste. Marie are the main objectives. In all of these processes, the Chief and Senior

## **Office of the Fire Marshal and Emergency Management Review**

2016 09 25

Page 5.

Fire Management will maintain on-going dialogues with the Association and seek its consultative input.

### **FINANCIAL IMPLICATIONS**

Pending the outcome of the Comprehensive Risk Assessment and the Fire Master Plan, the financial implications have yet to be determined, but will be brought forward as part of the 2018 and future year budget cycles.

### **STRATEGIC PLAN / POLICY IMPACT**

Service Delivery- The OFMEM Review and the recommendations will ensure that the City of Sault Ste. Marie Fire Service will continue to provide efficient and effective service to the community, resulting in excellent customer service.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved, that the report of the Fire Chief dated 2017 09 25 concerning the Office of the Fire Marshal and Emergency Management (OFMEM) Review released on September 18, 2017 be received as information.

Respectfully submitted,



Peter Johnson, Fire Chief

705.949.3349

[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)

**Ministry of  
Community Safety and  
Correctional Services**

Office of the  
Fire Marshal and  
Emergency Management

Suite 6  
3767 Hwy 69 South  
Sudbury ON P3G 0A7  
Tel: 1-800-565-1842  
Fax: (705) 564-4555

**Ministère de la  
Sécurité communautaire et  
des Services correctionnels**

Bureau du  
commissaire des incendies et  
de la gestion des situations d'urgence

Suite 6  
3767, route 69 sud  
Sudbury ON P3G 0A7  
Tél. : 1-800-565-1842  
Téléc. : (705) 564-4555



File Reference/Référence: 687-17-5761

December 7, 2016

Mayor Christian Provenzano and Members of Council  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A-5X6

**Re: Notification of OFMEM Review of Fire Protection Services in the City of  
Sault Ste. Marie**

---

I am writing to advise you that the Office of the Fire Marshal and Emergency Management (OFMEM) will be undertaking a review of fire protection services in the City of Sault Ste. Marie. This review will be conducted pursuant to Section 9. (1) of the *Fire Protection and Prevention Act, 1997* (FPPA), as follows:

**Powers of Fire Marshal**

9. (1) The Fire Marshal has the power,
  - (a) to monitor, review and advise municipalities respecting the provision of fire protection services and to make recommendations to municipal councils for improving the efficiency and effectiveness of those services

The areas for review will include:

- Applicable legislation, by-laws, policies, agreements, planning documents, and similar type documents; as well as
- Status of current and planned fire protection service levels.

OFMEM staff will be in contact with the Chief Administrative Officer (CAO) and the Fire Chief in the near future to set-up an initial meeting to discuss the review, and to provide a list of requested information/documentation. This information will be required prior to the review team's site visit. Please note that more than one site visit may be required.

The site visit(s) will be a critical component of the review, and will be scheduled in the near future with the CAO and Fire Chief. In addition, OFMEM officials may interview and request information from other Sault Ste. Marie municipal officials and staff, officials and staff from other municipalities, as well as other government ministries/authorities.

The Fire Chief, as an Assistant to the Fire Marshal, is requested to begin reporting immediately to the OFMEM all emergency responses by the Sault Ste. Marie Fire Services, until further notice. OFMEM staff will contact the Fire Chief to provide

additional information regarding this request. The requirements as set out in [Fire Marshal's Directive 2015-002](#) (*Reporting of Fires and Explosions Requiring Investigation*) will remain in effect.

During the review, the OFMEM may identify potential issues that are the responsibility of another ministry or authority. As necessary, the OFMEM will notify both the City of Sault Ste. Marie and the applicable ministry or authority of any potential issue.

The OFMEM will provide and present to Council our finalized report. Ongoing municipal cooperation is appreciated, so that the report may be completed in a timely manner. Further, the OFMEM may post the report on our public website, and may provide information on the report by any other means that the Fire Marshal considers advisable.

The OFMEM will be available throughout the review to respond to any questions or address any concerns. I will be overseeing this review and can be reached by e-mail at [Art.Booth@ontario.ca](mailto:Art.Booth@ontario.ca) or by telephone at (705) 564-4472.

Yours sincerely,



Art Booth  
A/Assistant Deputy Fire Marshal  
Field and Advisory Services

Copy: Al Horsman, Chief Administrative Officer  
Malcom White, Deputy Chief Administrative Officer/City Clerk  
Mike Figliola, Fire Chief  
Ross Nichols, Fire Marshal and Chief, Emergency Management  
Jim Kay, Deputy Fire Marshal  
Al Suleman, Director/Deputy, Prevention and Risk Management  
Mike Morton, Director, Emergency Management  
OFMEM – FAS Municipal File



Ministry of  
Community Safety and  
Correctional Services

Office of the  
Fire Marshal

Suite 6  
3767 Hwy 69 South  
Sudbury ON P3E 4N1  
Tel: 1-800-565-1842  
Fax: (705) 564-4555

Ministère de la  
Sécurité communautaire et  
des Services correctionnels

Bureau du  
commissaire des incendies

Suite 6  
3767, route 69 sud  
Sudbury ON P3E 4N1  
Tél. : 1-800-565-1842  
Téléc. : (705) 564-4555

File Reference/Référence: 687-17-5761

September 18, 2017

Mayor Christian Provenzano and Members of Council  
City of Sault Ste. Marie  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**Re: OFM Review Report of Fire Protection Services in the City of Sault Ste. Marie**

Dear Mayor Christian Provenzano and Members of Council:

The Office of the Fire Marshal and Emergency Management has conducted and completed the report regarding fire protection services. The report, attached, will provide the City of Sault Ste. Marie with recommendations to assist in improving the effectiveness and efficiency of the delivery of fire protection services to your residents and in meeting municipal responsibilities under the Fire Protection and Prevention Act as well as other supporting legislation.

After reviewing the report should there be any questions or concerns, please do not hesitate to contact me. I can be reached by e-mail at [Art.Booth@ontario.ca](mailto:Art.Booth@ontario.ca) or by telephone at (705) 564-4472. I request that a date be scheduled for the presentation of our report to Council.

Yours sincerely,

Art Booth  
A/Assistant Deputy Fire Marshal  
Field and Advisory Services

Attach.

- c. Al Horsman, Chief Administrative Officer
- Malcolm White, Clerk
- Peter Johnson, Fire Chief
- Ross Nichols, Fire Marshal and Chief, Emergency Management
- Al Suleman, Director/Deputy, Prevention and Risk Management
- Mike Morton, Director, Emergency Management
- Municipal File



# **Office of the Fire Marshal and Emergency Management**

**Review of Fire Protection Services in  
the  
City of Sault Ste. Marie**

**August 31, 2017  
5761 - 2017 Sault Ste. Marie**



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## 1.0 Executive Summary

1. The Office of the Fire Marshal and Emergency Management (OFMEM) initiated a review of fire protection services in the City of Sault Ste. Marie (SSM) on December 7, 2016. The review was conducted under the Power of the Fire Marshal as set out in sub-clause 9.(1)(a) of the *Fire Protection and Prevention Act, 1997* (FPPA).

### Powers of Fire Marshal

9. (1) The Fire Marshal has the power,
  - (a) to monitor, review and advise municipalities respecting the provision of fire protection services and to make recommendations to municipal councils for improving the efficiency and effectiveness of those services.
2. This review by the OFMEM is being initiated to obtain and confirm an understanding of the current and future level of fire protection services in the City of Sault Ste. Marie. As the Fire Marshal is the principle advisor to government on matters of fire protection in Ontario, and to meet the responsibilities under the Fire Protection and Prevention Act, 1997 (FPPA), that are established for the Fire Marshal, the review was initiated on December 7, 2016.
3. The FPPA sets out municipal responsibility to determine the level of fire protection services<sup>1</sup> provided. Sub-clause 2.(1)(a) of the FPPA outlines legislated municipal responsibilities. A municipality is meeting the expectations of the OFMEM with respect to its responsibilities at 2.(1)(a) by having at a minimum the following components in place:
  - a. having conducted a simplified risk assessment
  - b. establishment of smoke and carbon monoxide alarm programs
  - c. distribution of public fire safety education materials, and
  - d. conducting inspections upon request or complaint.<sup>2</sup>

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<sup>1</sup> FPPA 1997 Chapter 4, Part 1 Definitions: "Fire protection services", as defined in the *Fire Protection and Prevention Act, 1997* includes,  
(a) fire suppression, fire prevention, fire safety education,  
(b) mitigation and prevention of the risk created by the presence of unsafe levels of carbon monoxide and safety education related to the presence of those levels,  
(c) rescue and emergency services,  
(d) communications in respect to anything described in clauses (a) to (c),  
(e) training of persons involved in providing anything described in clauses (a) to (d), and  
(f) the delivery of any service described in clauses (a) to (e)

<sup>2</sup> O. Reg. #365/13 now compels specified persons to undertake an assessment of fire safety complaints and requests for approval



4. For sub-clause 2.(1)(b) of the *FPPA*, the OFMEM advises that municipal Councils determine the level of fire protection services to be delivered in accordance with their local needs and circumstances. The *FPPA* provides broad authority for municipalities to determine how they want to provide services including, but not limited to:
  - establishing a fire department
  - purchasing services, and
  - jointly operating and managing a fire department with one or more municipalities.
5. In considering their needs and circumstances, the OFMEM advises municipalities to consider those things that impact on the provision of fire protection services, including, but not limited to:
  - type of service delivery system (full-time, composite or volunteer)
  - economic situation
  - demographic considerations
  - geography and physical layout of the municipality
  - building profile
  - various risks to be protected, and
  - community infrastructure of roads, water systems, hydrants.
6. This review has determined that the City of Sault Ste. Marie is meeting the expectations of the OFMEM by having the components noted above in place. It is the opinion of the OFMEM that the municipality and the SSMFS have adequate programs in place addressing the following:
  - public fire safety education and fire prevention, including well documented fire inspection and enforcement measures
  - a training program that provides staff with job-related knowledge, and training records are well documented
  - overall the pre-incident planning program is thorough, and there is a process in place to update pre-incident plans on a regular basis
  - documentation and records were determined to be in good order, and
  - personal protective equipment (turnout gear) is well maintained.
7. The review identifies areas for the municipality to consider for improvement with respect to some programs, and in the area of municipal fire risk assessment and planning concepts, principles and processes.
8. The review team extends its appreciation to the municipality for their co-operation



and engagement on this project.

9. This report provides 18 recommendations to improve the efficiency and effectiveness of SSMFS fire protection service delivery model. Four appendices have been created:
  - Appendix 1: "City of Sault Ste. Marie Review - Legislation and Principles"
  - Appendix 2: "City of Sault Ste. Marie Review Recommendations"
  - Appendix 3: "Sault Ste. Marie Fire Services Organizational Divisions and Staffing", and
  - Appendix 4: "Sault Ste. Marie Fire Services Operating Guidelines - Emergency Response (Fire Suppression Services)" Resources.

## 2.0 Scope

10. In addition to obtaining and confirming an understanding of the current and future planning for levels of fire protection services in the City of Sault Ste. Marie, the review included topics related to the provision of fire protection services such as:
  - municipal fire risk assessment
  - by-laws and agreements
  - organizational structure
  - policies and operating guidelines
  - communications and interaction
  - records management
  - public fire safety education
  - fire inspections and enforcement
  - pre-incident planning
  - fire investigations
  - training
  - personal protective equipment including equipment used for Chemical, Biological, Radiological, Nuclear, and Explosive CBRNE/Hazardous Materials (Hazmat) services, and
  - fire services planning.

## 3.0 Review Methodology

11. The OFMEM review team utilizes systematic methodologies and principles to conduct the review, including some processes from other recognized public



oversight agencies<sup>3</sup>. Review team members are assigned tasks and collect information on specific topics.

12. A systematic process is applied to securing sources of information including OFMEM records, municipal records, interviews with municipal staff, review team observations and any other documents pertaining to the scope of the review. The review team conducted scheduled interviews during the period of January 17<sup>th</sup> - 19<sup>th</sup>, 2017. As part of the data collection process, the review team followed up with additional requests for information. The process for the review includes the development of evidenced-based recommendations.
13. As benchmarks, the following resources were referenced during the analysis:
  - legislation such as the *FPPA* and *O. Reg.213/07 Fire Code*
  - OFMEM documents such as Public Fire Safety Guidelines (PFSG)
  - OFMEM Technical Guidelines
  - National Fire Protection Association (NFPA) Standards, and
  - best practices for providing fire protection services.

## 4.0 Fire Protection Services Analysis

### 4.1 Municipal Fire Risk

14. Subsequent to the site visit by the review team, the OFMEM has become aware that the City of Sault Ste. Marie is undertaking a comprehensive risk assessment through the use of an external consultant.<sup>4</sup> While this is considered a pro-active measure taken by the municipality there are components within Section 4 and additional recommendations that will assist the municipality.
15. Determining the fire risk in a municipality involves identifying hazards, assessing the potential for loss, determining consequences of fire, examining local infrastructure and analyzing building (property) stock. Further assessment of municipal fire risk involves a formal process which examines, analyzes and evaluates relevant factors unique to a community such as demographics, property stock, road infrastructure and past fire loss statistics.<sup>5</sup> This information is then used to identify potential fire scenarios, followed by an analysis of likelihood and potential consequences.

<sup>3</sup> Used in part are processes found in the practices and guides followed by the Office of the Ombudsman of Ontario.

<sup>4</sup> <http://www.saultstar.com/2017/06/27/Council-approves-risk-assessment-applicant>

<sup>5</sup> These factors are outlined in the *OFMEM Fire Risk Sub-Model* (June 2009), which provides guidance to municipalities on comprehensively assessing community fire risk. There are a number of other tools, standards and best practices which may also be used to determine fire risk.



16. The assessment becomes the basis for setting priorities to reduce the likelihood of fires and to mitigate impact if they occur. In addition, the results of a thorough risk assessment should be used as a basis for determining the level, type and amount of fire protection services provided, and should be a critical factor in the development of a community strategic plan for fire protection services.<sup>6</sup> The risk assessment should be reviewed and updated regularly to remain current with any changes in the municipality such as new residential, commercial or industrial developments, road infrastructure, and demographics.
17. This review indicates that the SSMFS assesses municipal fire risk on an annual basis through a detailed simplified risk assessment (SRA). In addition to the SRA, evidence of assessment of municipal fire risk was found in reports to Council including a presentation related to the Fire Services Organizational Realignment Strategy (realignment strategy)<sup>7</sup>. The following includes an analysis of the key points regarding municipal fire risk found within the SRA, the realignment strategy and reports:
  - It is the assessment of the OFMEM that the SRA is well done, and may be considered an enhanced SRA due to the detail and the links found between the assessment process and program development. The current SRA completed by the SSMFS follows a method for analysis, evaluation and assessment of municipal fire risks. As well, the process for completing the SRA applies the format and outline contained within the OFMEM document, PFSG #04-40A-03 *Simplified Risk Assessment*.<sup>8</sup> As a result of the process and details applied, the SRA includes municipal fire risk information such as:
    - building stock issues in the downtown core
    - the potential for economic stress due to large fires at industrial facilities
    - high risk factors (fire and life safety) associated with care occupancies and Class C<sup>9</sup> residential type occupancies, and
    - an analysis of community demographics highlighting issues such as, challenges related to delivering educational material to an aging population.

<sup>6</sup> PFSG #01-02-01: *Comprehensive Fire Safety Effectiveness Model, Considerations for Fire Protection and Fire Prevention in Your Community*

<sup>7</sup> Reports to Council and presentation provided by the Municipality dated Oct. 2015 – Nov. 2016.

<sup>8</sup> PFSG #04-40A-03: *Simplified Risk Assessment* describes a simplified risk assessment as including the following components: demographic profile, building stock profile, local and provincial fire loss profiles, information analysis and evaluation, priority setting for compliance and implementing solutions.

<sup>9</sup> *The Building Code Act, 1992 (Loi de 1992 sur le code du bâtiment) ONTARIO REGULATION 350/06 BUILDING CODE, Table 3.1.2.1 Major Occupancy Classification (forming part of Sentences 3.1.2.1 (1), 3.1.2.2 (1) and 3.11.2.1 (3)) indicates that,*

- *Major occupancy means the principal occupancy for which a building or part of a building is used or intended to be used, and is deemed to include the subsidiary occupancies that are an integral part of the principal occupancy.*



- The outcomes from the SRA process are used to develop or update programs and activities associated with public fire safety education, fire prevention and enforcement that are designed to mitigate the risk of fire, such as the following:
  - public education programs designed for target audiences including school programs, kitchen fire safety program, “Don’t Drink and Fry” activities, and programs for seniors
  - prevention initiatives such as inspections and an in-service smoke and carbon monoxide alarm program, and
  - options for enforcement of violations of the *Fire Code* that are designed to assist with addressing the community’s fire safety needs.
- The SRA demonstrates that the SSMFS collects information, such as data from standard incident reports and fire investigation reports, analyzes the findings, and creates a community fire profile. The SSMFS currently uses a data program (CriSys) that enables the collection of organizational and functional data such as: fire suppression data, pre-incident planning, investigations, prevention, training and apparatus and equipment data.
- The SRA is reviewed and updated on an annual basis. With the recent introduction of a Public Educator position, the responsibility for the completion of the SRA is transitioning from the Deputy Chief Fire Education, Prevention and Emergency Management (EM) to the Public Educator
- The analysis of the SRA indicates that the outcomes of the assessment are referenced to assist with public education, prevention and enforcement programs and activities.<sup>10</sup> Based on the statistical data provided by the SSMFS, the positive impact of public fire safety education programs and fire prevention and enforcement measures in Sault Ste. Marie is making a difference in lowering the frequency of fires reported and property loss.
- The current SSMFS SRA includes a statement indicating that it is not designed to assist with the identification of emergency response (fire suppression) components such as: capacity, capability, deployment and reliability, the document does identify some complex fire safety risks within the municipality.

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<sup>10</sup> The SRA model used by the SSMFS although considered as an enhanced model, is basically designed to serve the needs of smaller municipalities and can be used as a first step (basic foundation) for larger municipalities that face more complex fire safety challenges within their communities such as: large industrial and assembly type properties, care and detention type occupancies including hospitals and other facilities that house vulnerable occupants, high rise buildings, aging downtown core and multi-unit residential occupancies. See: <sup>9</sup>PFSG #04-40A-03 *Simplified Risk Assessment*.



- Further assessment utilizing the processes within a thorough and comprehensive risk assessment, as planned to be conducted by the municipality, will enhance the understanding of municipal fire safety risks and provide a set of findings such as:
  - the identification of a full range of potential fire scenarios involving properties across the municipality
  - detailed analysis of the likelihood of occurrence
  - identification of potential consequences when an incident occurs
  - a prioritization of fire risks throughout the municipality, and
  - based on the prioritization of risk identified, the development of fire risk mitigation plans including the identification of emergency response (fire suppression) capabilities and capacity needs.
- In addition to the material found in the SRA, information related to management of municipal fire risk was found in reports to Council and other documentation provided by the municipality.<sup>11</sup> As well, some fire risk assessment information was identified through the interview process with senior staff from the SSMFS.
- In some documents, topics for managing municipal fire risk, in particular those addressing emergency response (fire suppression), were observed. In summary:
  - the October 26, 2015, realignment strategy document identifies proposed changes to SSMFS staffing levels along with no anticipated negative impacts on fire response times or an increase in risk.<sup>12</sup>
  - A follow up report in November 2015 highlights that:
    - the support to make decisions to change staffing levels was based on empirical research, best practice reviews and objective analysis, and
    - it is Council's authority to set the levels of service including levels of staffing.<sup>13</sup>

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<sup>11</sup> Documents provided included reports to Council during the period October 2015 and November 2016

<sup>12</sup> Additional information included in the October 26, 2015 report and presentation to Council:

- an analysis of emergency response calls during a 20 year period highlighting a trend towards decreasing frequency of property fires
- the impact of public fire safety education and prevention programs in reducing the frequency of property fires
- a benchmark for response time of six minutes 90% of the time (from receiving the emergency call to intervention measures at the scene of a property fire)
- response to fires in residential type occupancies expressed through 10 firefighters responding and performing seven fireground tactics
- shift staffing (platoons) of 13 firefighters providing a redundancy factor of 30% towards a working (committed) fire event
- additional measures to obtain firefighters when required through call backs of off duty firefighters and through mutual aid requests, and
- Council's authority within the *FPPA* to determine levels of service.

<sup>13</sup> Additional information from the Nov. 2015 report informs Council that:

- a call back process is in place for additional firefighters when needed
- mutual aid is not being looked at to supplement fire response, and
- varying deployment models for firefighters and apparatus were described.



- A report to Council dated April 11, 2016,<sup>14</sup> includes the following information:
    - a comprehensive risk assessment will be undertaken in late 2018
    - simplified risk assessments and reviews of fire activities are undertaken regularly, and
    - updates on the impacts of the transition plan (realignment strategy Oct. 26, 2015) on human resources, operational (including response data analysis), financial and consultative activities.
  - A report to Council dated November 21, 2016, identifies municipal fire risk information related to simplified risk assessments and response data analysis.<sup>15</sup>
18. In addition to the SRA and reports to Council, the municipality provided a completed Hazard Identification and Risk Assessment (HIRA)<sup>16</sup> that is used to identify types of major emergencies or disasters that could impact the municipality.<sup>17</sup> For example, the risk analysis worksheet within the HIRA identifies and ranks explosions/fires as 5<sup>th</sup> with description of very high, out of the top ten risks identified through the process. The information contained within a HIRA is used by a municipality to prioritize and develop emergency preparedness plans. The information contained in the HIRA provided by the municipality could be used in conjunction with the findings from a comprehensive risk assessment. This would assist with prioritizing risk mitigation plans and in determining capability and capacity requirements for emergency response (fire suppression) services.
19. Municipal fire risk assessment involving property structures such as a high-rise building, large assembly type occupancy, industrial complex and a fire involving the downtown core were identified in the Building Stock Profile section of the SRA.

<sup>14</sup> Council Report dated April 11, 2016 by City of Sault Ste. Marie Chief Administrative Officer.

<sup>15</sup> Additional information from the report includes:

- an analysis of fires occurring between Nov/15 and Feb/16 indicating they were successfully extinguished with an average of 11 firefighters on scene
  - on-going risk assessment through the annual SRA, and
  - an internal risk assessment analysis identifying additional operational needs.
- Additional details from the Nov. 21, 2016 report include:
- on-going simplified risk assessments and reviews of fire service activities
  - staffing adjustment through addition of public fire educator(s) and mechanical officer
  - operational review of fire responses pre and post implementation of the realignment strategy including tables indicative of the staff levels, response times and call back of staff
  - some comparison of on-duty firefighters per shift to similar municipalities, highlighting that service levels have not been impacted by the change in staffing
  - regarding worker safety since staff levels changes, no significant changes in lost time injuries yet a slight increase in minor injuries
  - financial analysis of fire loss data including historical and recent (2016) data, and
  - overtime costs between Nov/15 and Sept/16 related to fire incidents.

<sup>16</sup> *Emergency Management and Civil Protection Act R.S.O. 1990, Chapter E.9. Municipal emergency management programs*

[2.1 \(1\)](#) Hazard and risk assessment and infrastructure identification

[\(3\)](#) In developing its emergency management program, every municipality shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies. <https://www.ontario.ca/laws/statute/90e09>.

<sup>17</sup> The HIRA was provided by Paul Milosevich, Deputy Fire Chief Prevention, Public Education and Emergency Management. Information included in the email from the Deputy included;...."indicating our current top ten, in order of risk, for our community. Also find attached the worksheets used to derive the list. This in-depth review was performed in 2014 and remains current. Our process is to review these worksheets annually, and if no changes are evident, perform an "in-depth" HIRA on five year intervals."



While the SRA indicates concerns should a fire impact the previously noted types of structures, the document does not include additional assessment of the fire risks involving the structures. The SRA does identify Class C residential occupancies as experiencing the highest frequency of fire occurrences in the municipality.

20. The use of some components of a comprehensive fire risk assessment model<sup>18</sup> was discussed during an interview with the SSMFS Fire Chief. However, documentation was not provided demonstrating that the model was applied during the fire risk assessment process utilized by SSMFS. For example, documents highlighting detailed assessments and analysis of major fire scenarios for properties such as an industrial complex, large assembly buildings or the downtown core were not provided.
21. The process associated with providing adequate emergency response (fire suppression) coverage and additional resource needs for simultaneous or concurrent calls, including an emergency response (fire suppression) to Batchawana First Nation Reserve, was described as being managed through a call back system. The on-duty Platoon Chief is empowered to determine the activation of a call back of firefighters and activation of apparatus. In addition, the risk associated with simultaneous or concurrent property fire calls was discussed during interviews. The potential scenarios involve SSMFS fire suppression staff committed to an incident as noted above and an additional fire emergency call is received for services within the City or within the fee for fire suppression service area. The processes currently used for the timely provision of adequate resources to manage simultaneous or concurrent calls should be assessed to ensure the most efficient measures are in place to manage the potential fire risk scenarios.
22. The review indicated that a process was utilized by the SSMFS to analyze some components related to emergency response (fire suppression), in particular, firefighter capability and capacity needs for a basic residential structure fire type risk. Documentation was not provided indicating that the analysis process included other municipal fire risk type properties such as those that could be identified as high and extreme type risks.

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<sup>18</sup> The OFMEM Fire Risk Sub Model was mentioned by the Fire Chief as being a reference when looking at the municipal fire risk assessment in SSM.



23. While some analysis and assessment of municipal fire risk has been completed, Council and the SSMFS could strengthen and create a reliable and valid decision-making process through the completion of a comprehensive risk assessment. It would be beneficial to Council to have a full understanding of the municipal fire risks, the capabilities, capacity and reliability of emergency response (fire suppression) services and the systems supporting emergency response (fire suppression) services. The process and outcomes from a comprehensive risk assessment would provide valuable information towards an increased understanding of the community risk profile and assist with determining the most appropriate strategies for fire protection services, based on local needs and circumstances.
24. Council and the SSMFS should consider acting on the following topics to further enhance a more comprehensive understanding and advance the decision-making process for the management of municipal fire risks:
  - Several OFMEM documents and processes related to a comprehensive risk assessment are available for reference including:
    - *Comprehensive Fire Safety Effectiveness Model* (PFSG: 01-02-01)
    - *Fire Protection Review Process* (Public Fire Safety Guideline (PFSG: 01-01-01))
    - *Planning and Growth Practices* (PFSG: 04-58-12), and
    - *Operational Planning: An official Guide to Matching Resource Deployment and Risk* (PFSG: 04-08-10)
  - With respect to the process used by the SSMFS to assess the capabilities and capacity of 10 firefighters responding to a basic residential fire and performing fire ground tactics,<sup>19</sup> it would be beneficial to apply a more thorough evaluation process. Methods and processes such as the OFMEM critical task matrix or similar analytical and assessment tools and processes should be applied. The outcomes would identify details regarding capabilities, capacity and reliability of fire suppression staff while at the same time assist with identifying limitations in the performance of fire suppression tactics at a basic residential fire. Prior to the implementation of the realignment strategy, the same process could have been applied to assess a staffing compliment of 13 firefighters on the scene of a basic residential fire.

<sup>19</sup> From: Fire Services Report to Council – Fire Services Organizational Realignment. 2015 10 26. Page 13.



- Additionally, the critical task matrix or other similar process and resources<sup>20</sup> provides methods to analyze and assess the needs and potential limitations in fire suppression capabilities and capacity for other types of fire risks, such as those identified through a comprehensive risk assessment as: low, moderate, high and extreme levels of risk<sup>21</sup>.
- As noted in the report to Council October 26, 2015, a six-minute benchmark 90% of the time is described as a best practice and the report indicates that it should be maintained.<sup>22</sup> It would be beneficial to confirm that the benchmark of a six minute response time 90% of the time describes a realistic service level for the SSMFS.<sup>23</sup> In addition, the SSMFS should ensure that response times are consistently recorded across all platoons and frequently analyzed to evaluate performance and to validate that the benchmark is realistic and being achieved.
- In addition to describing the service level for a basic residential fire, it would be beneficial to describe the service levels for other levels of risk across the municipality such as those potentially identified through the comprehensive risk assessment and described as low, moderate, high and extreme.<sup>24</sup> The process would also include identifying the criteria and resource needs for service levels in the areas of:
  - simultaneous or concurrent calls
  - fire suppression services provided through a fee-for-service agreement, and
  - resources in the event of mutual aid activation or requests for assistance from neighbouring international communities.
- Having risks identified and a clear articulation of service levels would assist the municipality and the SSMFS in assessing:
  - the impact of staffing changes on fire suppression capabilities
  - capacity needs and limitations for fire suppression based on the fire risk presented by a type of property, and
  - the reliability of suppression, rescue and other services provided by SSMFS.

<sup>20</sup> Additional resources may include: National Fire Protection Association (NFPA), National Institute of Standards and Technology (NIST), and Commission of Fire Accreditation International (CFA).

<sup>21</sup> From: Fire Services Report to Council – Fire Services Organizational Realignment. 2015 10 26. Page 14.

<sup>22</sup> From Fire Services Report to Council – 2015 10 26 page 3: "Best practice, standard response times are based on a 6 minute response, 90% of the time, from Call Taking to Intervention."

<sup>23</sup> From Fire Services Report to Council – 2015 10 26 page 3: "Best practice, standard response times are based on a 6 minute response, 90% of the time, from Call Taking to Intervention."

<sup>24</sup> Note that recent SSMFS operating guidelines developed to meet the requirements of a Ministry of Labour Order identify response protocols for row housing and high rise buildings. A summary of the operating guidelines can be found in Appendix 4. A document indicating an assessment of fireground capabilities for property fires involving row housing or high rise buildings was not provided.



- It would be beneficial to examine the internal process for call back of staff when needed during a working fire, or at times of simultaneous emergency calls. There may be opportunities for process improvements that will enhance the reliability of response resources. There are systems such as automated calling that could be implemented that would provide a greater degree of reliability, that off duty staff would be able to respond in a timely manner for the positions and duties that may be required i.e. Platoon Chief, Captain, Firefighter, Communications Operator or Senior Officer. In addition, there are options that can be assessed such as developing an on-call schedule and paper system as a reasonable means of improving staff reliability in the event of a need for call back.
25. This sub-section within the report identifies the importance of completing a comprehensive municipal fire risk assessment. Additional topics and documents were provided to further enhance the understanding and advance the decision-making process for the management of municipal fire risks. In summary, the outcomes of the risk assessment, findings from further analysis of topics included in this section should assist the municipality with:
- determining levels of service across the municipality
  - the allocation and distribution of fire service resources
  - the capacity and capabilities of the fire service to respond and manage a range of actual risks identified as low, moderate, high and extreme risk levels<sup>25</sup>
  - the reliability of the emergency response (fire suppression) system and resources, and
  - setting out the critical factors supporting the development of short and long term operational and strategic planning for the SSMFS.

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<sup>25</sup> Appendix 4 *Sault Ste. Marie Fire Services: Operating Guidelines: Emergency Response (Fire Suppression Services) Resources* has been developed for the purpose of assisting the SSMFS. In summary the Appendix includes:

- an overview of the current state of operating guidelines for emergency response (fire suppression services) and the assignment of resources
- tables that summarized the recently implemented operating guidelines for emergency response, and
- operating guideline #600-13 *Fire Vehicle Deployment Strategy* describing the assignment of staff to emergency response vehicles/apparatus and a table reflecting the assignments.

In addition the following link to PFG #04-08-10 *Operational Planning: An Official Guide to Matching Resource Deployment and Risk* is included for consideration by the SSMFS moving forward with determining resource needs.

<http://www.mscs.jus.gov.on.ca/english/FireMarshal/FireServiceResources/PublicFireSafetyGuidelines/04-08-10.html> This document includes the critical task matrix form/tool that can be used by the SSMFS to identify the capabilities of fire suppression resources (firefighters) at scenarios involving different levels of fire risk.



### **Recommendation #1**

The Municipal Council of the City of Sault Ste. Marie should ensure that a comprehensive municipal fire risk assessment is completed. Subsequent to the review, the OFMEM has been advised that the Municipal Council of the City of Sault Ste. Marie is conducting a comprehensive municipal fire risk assessment. Therefore, it is anticipated that the comprehensive risk assessment is completed and the findings applied to further enhance the understanding and advance the decision-making process related to the management of municipal fire risks and associated resources.

### **Recommendation #2**

The Municipal Council of the City of Sault Ste. Marie should ensure that an evaluation of the capabilities and limitations associated with fire suppression and fireground tactics is conducted, and with reference to the findings from a comprehensive municipal fire risk assessment.

### **Recommendation #3**

The Municipal Council of the City of Sault Ste. Marie should ensure that service levels for fire protection services are clearly described, documented, implemented and monitored on a regular basis.

### **Recommendation #4**

The Municipal Council of the City of Sault Ste. Marie should ensure that the SSMFS call back system for additional staff required during an emergency is assessed to determine if there are opportunities to improve the efficiency and reliability of the system, and implement changes as appropriate.

## **4.2 Administration and Governance**

26. The administration and governance of a fire service may be guided by an establishing and regulating by-law (E&R by-law), other fire related by-laws,<sup>26</sup> Council resolutions, agreements, policies, operating guidelines, and the interaction of the fire

<sup>26</sup> An E&R by-law is a municipal Council document governing the affairs for fire protection services meeting the community's needs and circumstances. Under S. 14 of the *Municipal Act, 2001*, municipal by-laws cannot conflict with or frustrate the purpose of federal or provincial statutes or regulations or legislative instruments.



service with other municipal services/departments, committees and officials. Through by-laws or resolutions, municipal Council is provided the means to identify the core services for the fire service and the types and level of fire protection services it will provide, based on the local needs and circumstances.<sup>27</sup>

#### 4.2.1 Establishing and Regulating Bylaw (E&R bylaw)

27. An E&R by-law is a municipal Council document outlining policy for fire protection services that can be utilized to demonstrate how the municipality meets the needs and circumstances that Council determines are necessary. In doing so, a municipal E&R by-law can state the type and level of fire protection services provided and may include policy direction in such areas as:
  - legislative requirements that may impact the delivery of fire protection services (i.e. *Fire Protection and Prevention Act*, *Occupational Health and Safety Act*, and *Environmental Protection Act*)
  - Fire Marshal Directives
  - best practices (i.e. *Ontario Fire Service Section 21 Advisory Committee Guidance Notes*, *NFPA standards*)
  - general functions and core services to be delivered
  - goals and objectives of the department
  - general responsibilities of fire department personnel
  - organizational structure
  - authority to proceed beyond established response areas
  - authority to apply costs to property owner for fire investigations, and
  - authority to effect necessary department operations, in consultation with the City of Sault Ste. Marie legal resources.
28. The SSMFS provided E&R By-law #2001-80, *Being a By-law to Re-establish a Fire Services for the City of Sault Marie*. The following enhancements to the E&R by-law should be considered during the next review and update of by-laws:
  - updating the reference to the current *Municipal Act*
  - fire protection services are included and can be further expanded on by describing types and levels of fire protection services
  - an organizational chart appended to the by-law that reflects the current state of the fire service
  - stating the fire service mission, goals and objectives in the by-law or referred to as an appendix to the by-law
  - general responsibilities of all fire department members outlined in the by-law or

<sup>27</sup> These may include by-laws to authorize or regulate the following: records retention, service delivery agreements (i.e. for inspections or investigations), open air burning, fees for service, cost recovery for demolition during fires and fire investigations, the safe handling, storage, sale and discharge of fireworks and anything requiring Council authorization.



referred to in an appendix

- authorization for carrying out necessary operations, including the enforcement of municipal by-laws that relate to fire protection services, and
- reference to legislative requirements that may impact the delivery of fire protection services (i.e. *Occupational Health and Safety Act* and the *Environmental Protection Act*).

#### **Recommendation #5**

The Municipal Council of the City of Sault Ste. Marie should ensure that the Establishing & Regulating By-law is kept current by reviewing and updating as necessary.

#### **4.2.2 Fire Protection Services - Related By-laws**

29. Municipal Councils have the authority to develop and pass other by-laws that may impact fire protection services within the municipality and support the delivery of levels of service.
30. All by-laws provided by the municipality that support the delivery of fire protection services were reviewed. The following opportunities for improvements should be considered by the municipality during the next review and update of the by-laws:
  - By-law #2011-58: *A By-law to appoint Fire Prevention Officers for the purpose of enforcing By-laws #2009-82 and #81-404*, includes wording describing the enforcement of two by-laws that have been repealed. The by-law should be updated to reference applicable by-laws that may still be in place.
  - By-law #2003-246: *To Authorize an Agreement with the City and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve to Provide Fire Protection for the Rankin Reserve*, includes article 5.(b) that indicates the agreement shall terminate on December 31, 2008. The article continues to say that the First Nation shall give the Fire Services at least 90 days written notice of its intention to renegotiate a new agreement. The municipality should review the agreement and confirm that the agreement is current.
  - By-law #98-11: *To Appoint a Deputy Fire Chief*, identifies a person that is no longer a Deputy Fire Chief with SSMFS. It would be beneficial to update the by-law to reflect the current Deputy Fire Chiefs and staff in those positions or consider repealing this by-law.



- By-law #95-54: *Property Standards*, includes wording that supports the provision of fire protection services. The document includes some property standards that reflect fire and life safety that can be found in the *FPPA* and the *Fire Code* i.e. Section 5.3 Smoke Alarm and Fire Alarm. During the next review and update of the by-law, it would be beneficial to cross-reference the fire and life safety articles in the property standards, to ensure they align with the current legislation and regulations.
- By-law #90-90: *A By-law to Establish the Retention Period of Documents and Records of the Corporation*, includes reference to the *Municipal Act* dated 1980. During the next review of the by-law it would be beneficial to update the reference to the current Municipal Act and attach the updated *Schedule 20 Fire*, as provided to the review team by the SSMFS.
- *Schedule A to By-law #83-122, A By-law Between 705952 Ontario Limited and the City*, describes the monitoring of alarm system services that the review team was advised is no longer provided by the SSMFS. During the next review it would be beneficial to confirm the service is no longer provided.
- By-law #78-37: *Respecting Fire Prevention Conditions for Prevention Fires and the Spreading of Fires, and for the Preservation of Life by Measures Introduced for the Purpose of Fire Prevention and Fire Protection*, includes reference to legislation such as the *National Fire Code 1975* and *The Energy Act 1997* and some related regulations. The by-law should be updated to reflect current legislation for the provision of fire protection services such as included in the *FPPA* and *O. Reg. #213/07 Fire Code*.

#### **Recommendation #6**

The Municipal Council of the City of Sault Ste. Marie should review all fire related by-laws to ensure currency, are approved, and that they remain in effect.

#### **4.2.3 Fire Protection Service Delivery Agreements**

31. A fire protection service delivery agreement is a municipal contract with other municipalities, agencies, individuals or companies which clearly outlines responsibilities, terms and conditions for providing or receiving fire protection services. The fire protection services agreement documents provided by the municipality were assessed for currency and content related to the delivery of fire protection services, in particular public fire safety education, fire safety standards and enforcement and emergency response services (fire suppression).



32. In summary, based on the documents provided by the municipality, active agreements in place include:
  - a fire protection service agreement in place for fire suppression services to Batchewana First Nations Rankin Indian Reserve as noted earlier in this report,
  - an agreement with the Ministry of Natural Resources and Forests (MNRF)
  - a mutual aid agreement with Algoma District
  - an agreement with Prince Township for emergency response dispatch service
  - a Mutual Aid Compact with Chippewa County, Michigan, USA for cross-border mutual aid response service for emergencies and disasters
  - a procedural agreement between the Sault Ste. Marie Police Service and Her Majesty the Queen in right of Ontario as represented by the Ministry of Community Safety and Correctional Services operating through the Office of the Fire Marshal & Emergency Management, and
  - a memorandum to establish and operate a Level 2 Provincial Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE)/Hazardous Materials (Hazmat) team.
33. An agreement to provide response services to Garden River Fire Department should be repealed as the service is no longer provided. SSMFS Notice #1100-10 *Emergency Calls to Garden River Reserve*, states that SSMFS does not respond to fire alarms on Garden River First Nation.
34. It is noted that a number of agreements have been in place for a considerable period of time (i.e. 1984 Mutual Aid Compact with Chippewa County, Michigan, USA). It would be beneficial to Council and the SSMFS to review the fire protection service agreements, to ensure they reflect current arrangements and practices.

#### **4.2.4 Organizational Structure**

35. Organizational structure establishes a format for effective fire service administration and operation. It sets the chain-of-command, which provides clear and concise direction to fire department members. Municipal Council is responsible for determining the best structure for its fire service.
36. The organizational structure of a fire service is a key component in meeting the types and levels of fire protection services established by the municipality. The organizational structure may be uniquely tailored to support the level of services and a municipality's needs and circumstances.
37. Resources and personnel are key factors in meeting the goals and objectives of established levels of fire protection services in a municipality. Efficient and effective management of a fire protection service delivery model is facilitated through clearly identified roles, responsibilities, programs and processes within the fire service



- organization.
38. The review team assessed the organizational structure of the fire services through an analysis of:
- the municipal fire service organizational chart
  - guidance and direction provided within the SSMFS
  - reporting relationship with Council
  - divisions within the SSMFS
  - available job descriptions and comparison to current work practices, and
  - promotional process.
39. The SSMFS organizational chart dated August 2016 illustrates the positions, hierarchy and reporting relationships across the organization. The divisions within the fire service are Administration, Fire Prevention and Operations. Operations includes Communications, Training and Logistics, and Support Services. *Appendix 3* shows the divisions and staffing within the SSMFS at the time of the review. In addition, the Appendix includes the August 2016 organizational chart provided by SSMFS.
40. Analysis of the SSMFS organizational chart dated August 2016, indicated that the position for Communications Operator is not included in the organizational chart, however the position is currently active within the organization.
41. Reporting and the provision of direction within the hierarchy of the organization follows a “chain-of-command” principle.<sup>28</sup> The fire service provides direction to staff in several ways including meetings, command structure at emergency incidents, and through written documentation in the form of operating guidelines, notices and memorandums.
42. Through the Fire Chief and Chief Administrative Officer (CAO), Council is informed about the fire service operations and organizational structure, particularly information related to the impact of the realignment strategy within the fire services. In addition the SSMFS produces an annual report which includes subjects such as fire services

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<sup>28</sup> Reporting within the SSMFS:

- Deputy Chief Fire Operations, Training and Logistics and Deputy Chief Fire Education, Prevention and Emergency Management report to the Fire Chief
- Assistant Chief Training and Logistics reports to: Deputy Chief Fire Operations, Training and Logistics
- Firefighters report to: Captains
- Captains report to: Platoon Chiefs
- Platoon Chiefs report to: Deputy Chief Fire Operations, Training and Logistics
- Public Educator reports to: Deputy Chief Education/Prevention/EM
- Fire Prevention Officers report to: Deputy Chief Education/Prevention/EM
- Office Supervisor reports to: Fire Chief
- Support services mechanic reports to: Mechanical Officer
- Mechanical Officer reports to: Assistant Chief Training & Logistics Division



statistics and highlights of key achievements.

43. The Fire Chief at the time of the review assumed management of the fire service in January 2015. His portfolio included the fire service, emergency medical services, and emergency management for the City. Two Deputy Fire Chiefs and two administrative support staff assist the fire chief with the overall administration of the fire service.
44. The Deputy Chief Fire Operations, Training and Logistics is supported through functions conducted by the Assistant Chief Training and Logistics, and a shared administrative position. Support services are managed through the Assistant Chief Training and Logistics, with most activities performed at Station 4. Currently the SSMFS does not have a Training Officer position; however documents related to the realignment strategy indicate that the position may be filled in the future. The Communications/Dispatch Centre is within the portfolio of the Deputy Chief Fire Operations, Training and Logistics and is located at Station 1. The centre is staffed by Communications Operators (junior cadet) positions within the fire service. When needed, fire suppression staff may staff the communications centre.<sup>29</sup>
45. Within the SSMFS Fire Prevention Division, located at Station 1, the Deputy Chief Fire Education, Prevention and Emergency Management is supported through a contingent of four Fire Prevention Officers, a Public Educator and a shared administrative staff position. The realignment strategy indicated the need for two Public Educator positions. At the time of the review, one Public Educator position was in place. The second Public Educator position had been withdrawn from the SSMFS at the time of the review.
46. There are four fire stations across the City with Station 1 – Main Hall located at 72 Tancred Street. A Platoon Chief position oversees the on-shift suppression staff across all stations. At each station there is a Captain position responsible for the firefighters and duties within the respective station. In addition, the Captains and Platoon Chiefs manage the delivery of training for each platoon.
47. An analysis of job descriptions indicates that some have been recently updated<sup>30</sup> or developed, while there are others that should be considered for review and updating. There are some opportunities to review, update and develop job descriptions within the SSMFS such as:
  - The Assistant Chief – Training and Logistics position is included on the

<sup>29</sup> At the time of the review a Training Officer position had not been filled.

<sup>30</sup> Recently updated job descriptions include: Deputy Chief Fire Education, Prevention and Emergency Management (August 2016), Deputy Chief Fire Operations (August 2016), Office Supervisor (September 2016), Mechanical Officer (September 2016) and Public Educator (September 2016).



organizational chart although no job description was provided.

- The current job description for the Fire Prevention Officer includes a statement indicating the performance of fire suppression duties as directed. During interviews with senior staff it was stated that Fire Prevention Officers do not perform fire suppression services. Additionally, the recently filled Public Educator position will be responsible for public education programs that were conducted by the Fire Prevention Officers and the annual review and update of the SRA. A review and update of the Fire Prevention Officer's job description will provide additional clarity in roles and responsibilities.
- There are several job descriptions (for example the Fire Chief's position) that could be reviewed and updated to ensure they reflect current roles and responsibilities of the positions within the SSMFS.<sup>31</sup>

48. Promotion in the fire service is identified in Article 10 of the Collective Agreement between the Association and the City (February 1, 2014 to January 31, 2015). In addition, Notice #1400-33, *Policy and Procedures to Qualify for the Positions of Captains and Platoon Chiefs – Fire Suppression Division* outlines the policy and procedures to qualify for the positions. Training records indicate staff are receiving training in subjects to meet the job requirements of officer positions. The Deputy Chief Operations, Training and Logistics described a process for the placement of staff in acting officer positions in preparation for full-time assignment.

49. In summary:

- The organizational structure and reporting relationships are in place to support the administration of the fire service and the delivery of fire protection services.
- Through a chain-of-command principle and the use of multiple communications processes, (including operating guidelines, notices and in some cases memorandums), the fire service is provided guidance with respect to functions, activities and operations.
- Opportunities for enhancements to job descriptions exist.
- Through an ongoing reporting process, Council is informed by the Fire Chief through the CAO about the fire service organizational structure, particularly related to the realignment strategy planning efforts and recent restructuring within the fire service.

<sup>31</sup> Fire Prevention Officer (Oct 19, 2004), Communications Operators (May 15, 2007), Clerk Stenographer (July 2002), Firefighter (October 19, 2004), Captain (July 2006), Platoon Chief (March 2007) and Fire Chief (revised April 1, 2002). During development of the job description for the Fire Chief, cross reference with the E&R By-law to ensure consistency.



### Recommendation #7

The Municipal Council of the City of Sault Ste. Marie should consider having in place documents that set out the current reporting relationships, duties, roles and responsibilities for all positions within the SSMFS.

#### 4.2.5 SSMFS Internal and External Communication and Interaction (SSMFS, Municipal departments, Provincial Mutual Aid and International Agreements)

50. The depth of communication and interaction helps internal and external departments and agencies to understand the type and level of fire protection services provided. Communication processes and seamless and efficient interaction between the fire service, other municipal services and external agencies, associations and organizations promotes the best possible customer service, and may reduce municipal liability and risk. To achieve this, clear procedures and processes for exchanging information, managing workload and managing records should be in place.
51. Communications across the SSMFS organization occurs through multiple means such as:
  - the senior management team (Fire Chief and Deputy Chiefs) meet formally every Tuesday to discuss a workplan for the organization<sup>32</sup>
  - the Deputy Chief Operations, Training and Logistics meets with Platoon Chiefs to discuss certain emergency response services reports, the achievement of targets/benchmarks or concerns related to the incident
  - the Deputy Chief Fire Education, Prevention and Emergency Management described an informal process of communication within the Fire Prevention Division, and the process was described as manageable
  - through issuance of notice documents, operating guidelines (OGs) and memorandums
  - having a process in place for sharing information, including OFMEM Communiqués
  - the CriSys data base and records management system
  - operating guidelines and notices on desktop computers in all stations and accessible to all staff, respective of their needs for their position and level of authority for access
  - through the development of an annual training schedule, and
  - the creation of a fire services annual report

<sup>32</sup> From interview with the Fire Chief conducted Jan. 19, 2017.



52. Interviews with SSMFS Senior Officers and written responses received from municipal departments revealed that the fire service has developed and maintains lines of communication and interaction with Council and other municipal departments through processes such as the following:
  - the fire chief reports to Council through the CAO position
  - the complementary application of the *Ontario Building Code (OBC)* and the *Fire Code* to ensure fire and life safety in buildings is taking place through the interaction and communications processes described by the Chief Building Official and the Deputy Chief, Fire Education, Prevention and Emergency Management<sup>33</sup>
  - the fire service interacts with other municipal departments, health agencies and emergency services organizations locally, through the formation of coalitions and membership on committees, and
  - by-law enforcement<sup>34</sup>, planning, public utilities commission<sup>35</sup> and the legal department<sup>36</sup> described positive communications and interaction experiences with the SSMFS.
53. The activation of the provincial Mutual Aid Plan may include a request for assistance from the SSMFS from neighbouring communities or a request for assistance in to the City to support the SSMFS. Although the use of mutual aid is described by SSMFS as a very infrequent event, it would be beneficial to assess and determine the capability, capacity and reliability of the system. For example, an assessment would include the following topics and outcomes:
  - determining the level of training of firefighters within the regional mutual aid partners will assist in assessing the capabilities of the firefighters at a property fire
  - the assessment should include a process that analyzes a range of fire scenarios, providing potential outcomes such as the potential number of emergency responders available and approximate time to respond to provide aid upon notification, and
  - identification of the compatibility of communications, firefighting equipment and apparatus.

<sup>33</sup> Excerpt from written submission by the office of the SSM Chief Building Official: "The expertise shared among both departments has resulted in positive outcomes for the Municipality."

<sup>34</sup> Excerpt from written submission by the SSM office of Bylaw Enforcement: "Each agency has an understanding and background for the duties they are expected to carry out, collaboration occurs when regulation from one agency will produce greater results."

<sup>35</sup> Excerpt from written submission by the SSM Public Utilities Commission: "PUC works collaboratively and has a good working relationship with Fire Services."

<sup>36</sup> Excerpt from written submission by City Solicitor's office: "Legal enjoys the informal and friendly relationship."



54. In advance of potentially having to place the call for assistance, access to resources for emergency response (fire suppression) such as from neighbouring USA municipalities, the Coast Guard and the Canadian Armed Forces should be clarified and confirmed in written agreements. Additionally, the cross-border mutual aid compact with Chippewa County, Michigan, USA identifies the potential for requests for mutual assistance. It would be beneficial to confirm the resources and processes for communications and assistance.
55. The SSMFS policies, notices and operating guidelines provided for the review did not include the subject of mutual aid at the provincial or international level. Operating Guideline #600-07 *Response to Incidents on the International Bridge* provides guidance for a response to an emergency on the international bridge, however the operating guideline did not include topics for emergency response into Chippewa County.
56. In the event that mutual aid assistance is activated through the provincial system or through international agreements, it would be beneficial to have in place policies and operating guidelines for such subjects as:
  - the initial response
  - processes for communications
  - availability and process for requesting resources
  - use of the incident management system
  - compensation criterion
  - continuity of coverage for the City of Sault Ste. Marie, and
  - the process for recovery and renewed readiness of the SSMFS from the emergency event.
57. In summary,
  - there are processes in place for communications across the SSMFS
  - feedback from municipal departments indicates a positive and functional working relationship with the SSMFS
  - the management of fire risk could be strengthened through an assessment of provincial mutual aid system involving the SSMFS, including topics such as activation, potential resources, capability, capacity, reliability and compatibility, and requirement for policies and operating guidelines, and
  - enhancements to the understanding of access to additional resources through other sources such as across the international border or through military organizations could be achieved through dialogue and development of policies and operating guidelines.



### Recommendation #8

The Municipal Council of the City of Sault Ste. Marie should consider an assessment of the capability, capacity, reliability and compatibility of resources that may be requested through the provincial mutual aid system, through local or regional organizations or through international agreements.

Through the assessment, consideration should be given to the need for the development and implementation of policies and operating guidelines designed to guide decisions and determine a course of action depending on the needs and circumstances.

### 4.2.6 Policies and Operating Guidelines

58. Policies and operating guidelines (OGs)<sup>37</sup> are used by the fire services to ensure that their personnel perform services and functions in a specific and routine manner, promoting operational continuity and consistency in the delivery of fire protection services.
59. The creation, implementation, regular review and revision of policies and guidelines contributes towards:
  - ensuring consistent levels of performance within the SSMFS
  - reducing municipal liability
  - demonstrating due diligence, and
  - addressing the need for safety of personnel and training.
60. The review team requested all policies, operating guidelines, notices, memorandums and similar type documents pertaining to the scope of the review.<sup>38</sup>

<sup>37</sup> A policy is a principle or rule to guide decisions and achieve rational outcomes. A guideline is a statement to determine a course of action.

<sup>38</sup> Approximately 126 operating guidelines were provided, 127 Notices provided and 1 policy related to Tiered Response Dates on operating guidelines ranged from about 2003 – 2017.

Some operating guidelines associated with emergency response services (fire suppression) were updated in 2017 to reflect compliance with a Ministry of Labour Order. During the interview with the Deputy Fire Chief Operations, Logistics and Training it was tabled that the operating guidelines are going through an additional review facilitated through the Platoon Chiefs.

Dates on Notices ranged from about 2002 – 2015. A revision appears to have taken place in 2012 as numerous Notices include a revision date of 2012.



61. The SSMFS has in place a system that includes operating guidelines, notices and memorandums designed to guide and provide direction for performance of workplace duties and responsibilities. Notices and operating guidelines include an index to assist with locating the needed document and all documents are accessible to staff on all desktop computers. The annual training plan produced through the Deputy Fire Operations, Logistics and Training includes a component highlighting an ongoing review of notices and operating guidelines by each platoon.
62. Through further analysis of the documents and interviews with administration it was determined that:
  - varying descriptions of notices and operating guidelines were provided by Senior Officers during the interview process
  - differing accounts were provided as to the frequency and scope of updates to the notices and operating guidelines
  - the analysis highlighted a notice within the current index that is not a standard practice at the SSMFS. Notice #1400-07 *Standby Policy* describes a policy that is not in place for standby for emergency call-out, including the provision of a cell phone to staff for receiving the call that is not in place, and
  - there is the potential when using two or more different types of documents (operating guidelines, notices and memorandums) to communicate work practices and expected performance, that staff may encounter inconsistencies or gaps in the information needed, when researching notices, operating guidelines or memorandums in order to conduct work activities.<sup>39</sup>
63. The following opportunities for improvements to the system, including policies, operating guidelines and notices are offered for consideration by the municipality:
  - consider a review of the documents and consolidation into one set, such as operating guidelines for the SSMFS
  - establish a schedule and change-management process for the review and updates to the documents, and consider developing an operating guideline on this subject
  - while reviewing the documents consider including or referencing *Section 21 Guidance Notes* where applicable for the SSMFS
  - where appropriate, reference the staff training requirements to perform the work and include that subject in the documents, and

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<sup>39</sup> During the assessment of the documents it was necessary to cross reference the index of OGs with that of the Notices (and in some cases memorandums) to ensure all descriptions/guidelines related to the subject being reviewed were captured. For example OG #100-01 *Protective Clothing and Equipment* and Notice #100-01 *Care, Maintenance and Identification of Personal Protective Equipment (PPE)* both include direction to staff for use, care and other user requirements related to PPE. Staff must read and understand both documents associated with PPE.



- consider developing operating guidelines to support programs and activities noted in other sections of this report, such as an operating guideline addressing the review and update of fire protection services by-laws and agreements, and responsibility and process for annual review and update of the SRA.

### **Recommendation #9**

The Municipal Council of the City of Sault Ste. Marie should ensure the consolidation of notices, operating guidelines, applicable memorandums and similar type document into one set of guidelines for the SSMFS.

## **4.3 Records Management**

64. Management of fire service records is critical to meeting the organization's core business needs while supporting the effective delivery of fire protection services. A comprehensive records management system:
- is based on the main divisions or functional areas of the fire service
  - is supported by operating guidelines
  - identifies the location of records and methods of securing records
  - clearly identifies the levels of authorization to access records, and
  - defines the back-up process and frequency for the records.
65. Fire service records are municipal records and therefore subject to the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act, 1990*.<sup>40</sup> As such, a municipality shall retain and preserve the records of the municipality and its local boards in a secure and accessible manner, and may establish retention periods during which the records of the municipality must be retained and preserved.<sup>41</sup>

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<sup>40</sup> Source: OFMEM, PFSG #04-60-12 *Records Management*.

Fire department records are municipal records, and therefore subject to the Municipal Act and the Municipal Freedom of Information and Protection of Privacy Act.

<sup>41</sup> Source: *Municipal Act, 2001* Retention of records

254. (1) A municipality shall retain and preserve the records of the municipality and its local boards in a secure and accessible manner and, if a local board is a local board of more than one municipality, the affected municipalities are jointly responsible for complying with this subsection. 2001, c. 25, s. 254 (1).

*Retention periods*

255. (1) Except as otherwise provided, a record of a municipality or local board may only be destroyed in accordance with this section. 2001, c. 25, s. 255 (1).

(3) A municipality may, subject to the approval of the municipal auditor, establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with section 254. 2001, c. 25, s. 255 (3).



66. Fire department records should be maintained systematically in written documents, computer systems, staff notebooks and other formats. Records are imperative to meet various legislative requirements, demonstrate due diligence, and outline actions taken. They are essential in legal proceedings. Documented information assists in planning for future needs, and is useful for designing and evaluating programs and services.
67. A by-law<sup>42</sup> and schedule applicable to the fire service for municipal records management was provided for the review. In practice, the management of records is split into the divisions within the fire service, with the Senior Officer of the division retaining oversight of respective records i.e. Deputy Chief Fire Education, Prevention and Emergency Management manages fire prevention records. SSMFS electronic records are entered and retained within the CriSys system. A Senior Officer provides the oversight of the CriSys system ensuring the system is maintained and is meeting the needs of the fire service.
68. SSMFS has systems and workplace practices in place for records management including:
  - secure storage<sup>43</sup>
  - division of labour for management of records
  - authorization levels for access to records within the CriSys system
  - retrieval of records
  - recording of communications for emergency responses
  - recording of vehicle and equipment records, training records
  - back-up systems for digital data, and
  - the identification of records management is noted in several operating guidelines and notices.
69. As noted in Subsection 4.2.2, it would be beneficial to update the Records Retention by-law to include the updated *Schedule 20 Fire* that was provided to the review team.

<sup>42</sup> By-Law #90-90: *Records Retention, Schedule 20*

<sup>43</sup> Fire prevention and property file room on 2<sup>nd</sup> floor in Station #1 complete with process for authorized access only.



#### 4.4 Public Fire Safety Education, Smoke Alarm and Home Escape Planning Program

70. Public fire safety education is designed to increase knowledge, and develop or change attitudes and behaviours. It encompasses a wide spectrum of programs, activities and media campaigns presented to diverse audiences. The distribution of public fire safety education materials is a component of the fire protection services model a municipality may have in place to address its responsibilities within sub-clause 2.(1).(a) of the FPPA. Additional components, strongly advised by the OFMEM for all municipalities, include a smoke and carbon monoxide alarm program.
71. A municipality's public fire safety education activities should be based on a current fire risk assessment, fire call data and the results of fire investigations (i.e. the cause, origin and circumstances of fires).
72. In addition to the distribution of public education information, a public fire safety education program should have goals and objectives, be monitored and continuously evaluated.
73. The SSMFS applies a wide variety of methods to deliver public fire safety education messages. There are several established programs that include activities and functions geared towards children and seniors. The media and static signs are utilized to promote fire prevention and public fire safety messages. The use of social media, including Facebook, Twitter and Instagram are utilized to promote fire prevention and fire safety.
74. A number of public fire safety education programs, activities and initiatives have written goals and objectives which reflect the municipal fire risk assessment . For example, goals and objectives are in place for a number of elementary school programs, a cooking program geared to high school students, and the in-service smoke alarm program.
75. The fire service conducts a wide variety of public fire safety education programs, initiatives and activities which are detailed in a documented plan.<sup>44</sup> Public fire safety education programs, initiatives and activities target high risk groups and occupancies identified in the SRA. By developing partnerships with organizations, businesses and the media, SSMFS has been very successful in reaching into the community, promoting public fire safety education and fire prevention.

<sup>44</sup> 2017 Public Education Report



76. A variety of programs, initiatives and activities have been developed to promote seasonal fire safety (Christmas, Halloween) and to address seasonal fire hazards (BBQ, campfires). Programs and activities target hazards that are identified in the SRA, i.e. negligent cooking. In addition, fire investigation data is used to develop and set priorities for public fire safety education programs and activities, i.e. the Kitchen Fire Safety Program, and pillar wraps at the Essar Centre.
77. Public fire safety education in the City of Sault Ste. Marie is enhanced by the involvement of suppression crews in the smoke alarm and home escape planning program, and in carbon monoxide alarm initiatives. As well, their involvement in activities such as the Community Christmas for Children program, the YMCA Healthy Kids Day, the Kidz Summer Festival, and numerous other activities contribute to the promotion of public fire safety education in the City of Sault Ste. Marie.
78. The addition of a Public Educator to the Fire Prevention Division provides a dedicated resource for the delivery of public education. Since the Public Educator has been in place, additional activities such as the use of Facebook and Instagram have been implemented. The addition of this dedicated position allows the fire prevention officers to commit their time to inspection and enforcement activities.
79. In conclusion, the SSMFS is demonstrating a pro-active public fire safety education program. An aggressive schedule for initiatives and activities is in place which is consistent with OFMEM's strong emphasis on the promotion of the first line of defence – "public fire safety education". It would be beneficial to develop a fire prevention policy that describes the components of the public fire safety education efforts for risks identified through the municipal fire risk assessment process.

**Recommendation #10**

The Municipal Council of the City of Sault Ste. Marie should ensure the development of a fire prevention policy that describes the components of the public fire safety education efforts for identified risks.



#### 4.4.1 Smoke Alarm and Home Fire Escape Planning Program and Carbon Monoxide Alarm Program

80. An effective smoke alarm program includes activities to ensure that residential occupancies meet the requirements of the fire code.
81. The SSMFS has a number of progressive programs in place that address smoke alarm and home fire escape planning. For example:
  - An in-service fire safety awareness program is utilized for checking smoke alarms in residential properties throughout the city. Although this program focuses on smoke alarm and home escape planning, the home is also checked to see if carbon monoxide alarm(s) are present when required. A pamphlet containing information on smoke alarms, carbon monoxide alarms, home escape planning, and public fire safety education is also shared. If there are no working smoke alarms, a loaner smoke alarm is left, with follow up conducted by the Fire Prevention Division to ensure compliance with the *Fire Code*. If a carbon monoxide alarm is required and not present, follow up is conducted by the Fire Prevention Division to ensure compliance with the *Fire Code*.
  - Fire crews attending emergency alarms regularly check for working smoke alarms and/or working carbon monoxide alarms. If the residence does not have at least one working smoke alarm or a carbon monoxide alarm (if required), a “loaner” is left with the occupant. Workplace practice includes the notification of the Fire Prevention Division for follow-up to ensure compliance with the *Fire Code* and retrieve the device(s) on loan.
  - While providing an open-air burning permit for a residential property, a condition of granting the permit includes a check by the fire service for installed and operating smoke and carbon monoxide (when required) alarms.
  - Through a senior’s fire safety program, a visit from the Fire Prevention Division to change batteries/install smoke alarms and provide educational material may be initiated when the need is identified by a service provider (home care, meals on wheels); a family member, or if the visit is requested by the senior resident.
  - Information regarding smoke alarms and home fire escape planning and carbon monoxide alarms is shared in many ways including school programs, presentations to various senior groups, the media (radio, newspaper and Sootoday website), displays at events, pillar wraps at the Essar Centre, sign boards throughout the community, and through social media (Facebook, Twitter and Instagram).



82. The review team found that there are multiple documents that describe various smoke alarm and carbon monoxide alarm activities. For example:
  - There are two memorandums<sup>45</sup> that describe the In-Service Fire Safety Awareness Program.
  - Notice #1700-15 *Distribution of Loaner Smoke Alarms and Carbon Monoxide Detectors*, dated April 16, 2015, describes the program whereby fire crews check for working smoke and carbon monoxide alarms while attending emergency alarms.
  - OG # 1700-02 *Issuing Open-Air Burning Permits & Responding to Burning Complaints* states that if a permit is being issued to a residential dwelling, the home must be checked for working smoke alarms.
  - The SRA states “Approval for open air burning is predicated on entering the home to ensure the smoke and CO alarms are located properly and maintained”.
83. When reviewing programs, consideration could be given to blending the multiple activities and functions under the umbrella of one smoke alarm program including home escape planning and carbon monoxide alarms. The program, complete with goals, objectives, performance measures and clear evaluation and assessment processes, would provide the fire service with indicators of the effectiveness of the program, while addressing the priorities from a comprehensive municipal fire risk assessment.

#### **Recommendation #11**

The Municipal Council of the City of Sault Ste. Marie is encouraged to maintain and enhance an already good program by developing a comprehensive program that includes the smoke alarm program, home escape planning and carbon monoxide alarm program, in addition to goals, objectives, performance measures as well as evaluation and assessment processes.

<sup>45</sup> Memorandum dated May 11, 2009, In-Service Fire Safety Awareness Program issued by FPO Provenzano and Memorandum dated May 11, 2015, 2016 In-Service Fire Safety Awareness Program issued by DC Milosevich.



## 4.5 Fire Safety Inspections and Enforcement

84. Building owners are responsible for ensuring buildings are maintained according to the requirements of the *Fire Code*. Buildings conforming to the *Fire Code* may prevent or reduce the impact of fire events and provide a greater degree of protection for occupants and responding firefighters. Fire services have a vested interest in ensuring buildings are maintained according to the *Fire Code* for the safety of their personnel and the public, to meet legislative requirements, and to potentially reduce municipal liability.
85. In addition to a program to address inspections based on request or complaint, a municipality may develop and implement post-fire and post-response fire safety inspections, and a routine fire safety inspection program for all high and extreme risk buildings. A routine inspection program is an effective way of ensuring that targeted properties achieve an acceptable level of safety.<sup>46</sup>
86. The Sault Ste. Marie Fire Prevention Division base their fire safety inspection program on pre-determined types of occupancies, the previous year's standard incident report data, and fire investigation data. Inspections on complaint or request are assigned to a Fire Prevention Officer (FPO) for evaluation and resolution. This workplace practice is consistent with the requirements set out in O. Reg. #365/13.<sup>47</sup>
87. A review of inspection records and the assessment process used by the review team during spot audits indicates that the Fire Prevention Officers are trained in the application of the requirements of the *Fire Code* with the exception of the training required for approving of fire safety plans in vulnerable occupancies. The Fire Prevention Division uses the enforcement options available to them such as Inspection Orders, Part I Certificates of Offence, and Part III Information and Summons. The FPOs use their discretion when applying measures to enforce fire code requirements as outlined in OG #1700-03 *Fire Code Inspections*. The OG also details the requirement that a copy of an inspection order that requires repairs, alterations or installations made to a building be provided to the Chief Building Official.

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<sup>46</sup> Fire Prevention Effectiveness Model – Position Paper. Section II: Program Selection, Development & Implementation  
<sup>47</sup> O. Reg. #365/13: Mandatory Assessment of Complaints and Requests for Approval:



88. In practice, the Fire Prevention Division applies a system and related processes for the management of fire prevention documents and records. Inspection records are primarily stored in the CriSys system, with hard copy of documents stored in the property files located in a secure location. The requirement for a follow-up inspection is diary dated in the database that provides a method for tracking and highlighting due dates for the respective Fire Prevention Officer. The system facilitates the rapid retrieval of follow-up inspection reports and other related information that may be required by the Fire Prevention Division.
89. Suppression staff conduct annual in-service smoke alarm checks along with home escape planning. They also check for carbon monoxide alarms during the site visit. The "Residential and Apartment Fire Safety Program" tracking sheets completed by the suppression crews are given to the Fire Prevention Division, and the Fire Prevention Officers follow up with any occupancy that is not compliant with the *Fire Code*. The in-service home inspection program is focused on Class C residential occupancies identified through the SRA as representing the highest risk for loss of life and property.
90. The assessment by the review team found a good system in place. Files were up to date, there was no backlog of inspections, and there were no outstanding time lags regarding *Fire Code* enforcement measures. Regular and consistent processes and practices are in place for updating, retaining and retrieving documentation.
91. In order to formalize the process utilized by the SSMFS, operating guidelines should be developed for the communication and management of occurrences of multiple alarms at the same property, and for the assessment and determination of the need for a fire safety inspection when a complaint or request is received.

#### **Recommendation #12**

The Municipal Council of the City of Sault Ste. Marie should consider the development and implementation of operating guidelines for the SSMFS that address:

1. Internal communications processes and the management of occurrences of multiple false alarms at the same property address.
2. Assessment and determination of the need for conducting a fire safety inspection when a complaint or a request is received.



#### 4.5.1 Inspection Spot Audits and Review of Inspection Files

92. OFMEM “Technical Guideline #01-2012<sup>48</sup>: *Fire Safety Inspections and Enforcement*” (OFM TG #01-2012) outlines best practices to be followed. Fire safety inspection practices must be systematic. Inspection files should include inspector’s notes, building audits, fire alarm and protection systems verifications, photographs, building plans, occupancy permits, fire safety plans, and enforcement records as applicable.
93. As part of evaluating the fire services’ fire safety inspection program OFMEM staff conducted inspection spot audits<sup>49</sup> and reviewed inspection files. The OFMEM utilized Municipal Property Assessment Corporation data to identify twenty (20) high-risk type occupancies and conducted spot audits on the occupancies. Sixteen (16) of the audits were compared to fire safety inspection records conducted by the Fire Prevention Division in 2016. Four (4) of the audits were conducted on occupancies that had not been inspected in 2016.
94. Occupancy types audited by the review team and inspected by the Fire Prevention Division included Group C multi-residential, Group B care and care and treatment, retirement homes and Group F industrial. The inspection records and the audits indicated that the Fire Prevention Officers were very thorough and knowledgeable in their fire safety inspection practices. *Fire Code* references in reviewed inspection orders were compared to O. Reg. #213/07 as amended, for accuracy and were found to be accurate. Follow-up inspections<sup>50</sup> are conducted in a timely fashion, actions taken are thoroughly documented in the CriSys system, and hard copies are kept in property files.

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<sup>48</sup> *Fire Safety Inspections and Enforcement* Technical Guideline (OFM TG #01-2012).

<http://www.mcscs.jus.gov.on.ca/english/FireMarshal/Legislation/TechnicalGuidelinesandReports/TG-2012-01.html>

<sup>49</sup> An inspection spot audit follows a systematic and structured process designed to assess the fire safety inspection practices utilized by a fire department. A spot audit inspection is typically an unannounced fire safety inspection of a selected property. The type and number of properties selected typically depends on the scope and complexity of the fire risks in a community. Additionally the process includes, a review of documents associated with enforcement of the Fire Code and a follow up process and a review of selected fire safety plans and the process for approval.

<sup>50</sup> Operating Guideline #1700-03 *Fire Code Inspections* speaks to re-check (follow-up) inspections.



#### 4.5.2 Building Fire Safety Plans Including Vulnerable Occupancies<sup>51</sup> Requirements

95. Under the *Fire Code* an approved<sup>52</sup> fire safety plan (FSP) is required for specific buildings or premises. Without an approved fire safety plan<sup>53</sup>a building owner is not compliant with the regulation. The lack of an approved fire safety plan for higher risk occupancies is a significant occupant safety risk.
96. Fire safety plans are submitted to the SSMFS for evaluation and approval for occupancies that require them under Section 2.8 of the *Fire Code*.<sup>54</sup> OG #1700-09 *Fire Safety Plan Review & Approval* provides guidance for the review and approval process and speaks to the use of a Fire Safety Plan Audit Checklist.
97. It was identified during the on-site visit that some fire safety plans were being approved by Fire Prevention Officers who were not authorized to do so. Subsequent to the on-site visit, SSMFS has provided the review team with a signed letter of designation from the Fire Chief appointing all members of the Fire Prevention Division as Chief Fire Officials for the purpose of approving fire safety plans. It was also identified that Fire Prevention Officers approving fire safety plans for vulnerable occupancies did not have the required *Improving Fire Safety for Vulnerable Ontarians: Training for Chief Fire Officials* on-line course offered through the *Public Service Health & Safety Association*. Therefore, per the *Fire Code* in the absence of this training, the FPOs cannot approve FSPs for Vulnerable Occupancies<sup>55</sup>.

<sup>51</sup> There are eight Fire Marshal directives, as follows: 2016-001 *Notification Requirements for Serious Fire Risks in Long Term Care and Retirement Homes*, 2015-002 *Reporting of Fires and Explosions Requiring Investigation*, 2015-001 *Standard Incident Report (SIR) Filing*, 2014-003 *Inspections of All Buildings*, 2014-002 *Vulnerable Occupancies – Fire Drill Scenarios, Fire Drill Observations, Fire Safety Inspections*, 2014-001 *Registry of Vulnerable Occupancies*, 2002-001 *Disposal of Material or Thing Removed Under the Authority of Clause 15. (1)(c) of the Fire Protection and Prevention Act, 1997, As Amended*; and 1998-001 *Tubular Doors Under Retrofit*

<sup>52</sup> Ontario Regulation #213/07 *FIRE CODE*, approved means approved by the Chief Fire Official.

<sup>53</sup> Ontario Regulation #213/07 *Fire Code*, Section 2.8 Emergency Planning, Sentences 2.8.1.1 (1) and 2.8.2.1. (1).

<sup>54</sup> Operational Guideline #1700-09, *Fire Safety Plan Review & Approval* lists the steps to take for a fire safety plan to be reviewed and approved by the Chief Fire Official

<sup>55</sup> Care Occupancies, Care and Treatment Occupancies, and Retirement Homes - Mandatory Training

Owners, landlords, property managers of vulnerable occupancies and the fire service are reminded that as of January 1, 2017, Articles 1.2.3.2. and 1.2.4.2. of Section 1.2 (Qualifications) of Division C of the *Fire Code*, come into force. Article 1.2.3.2. requires persons responsible for implementing fire safety plans in vulnerable occupancies to have successfully completed a qualification course acceptable to the Fire Marshal. Article 1.2.4.2. requires Chief Fire Officials who are responsible for approving such fire safety plans to have also completed a qualification course acceptable to the Fire Marshal. Specifically:

- Persons responsible for implementing fire safety plans are required to take the course, "Improving Fire Safety for Vulnerable Ontarians: Training for Owners/Operators of Care Occupancies, Care/Treatment Occupancies and Retirement Homes"
- Chief Fire Officials responsible for approving fire safety plans are required to take the course, "Improving Fire Safety for Vulnerable Ontarians: Training for Chief Fire Officials"



98. It would be beneficial for fire safety plans to be shared with fire suppression staff so that applicable information can be incorporated into pre-incident plans, i.e. utility shut-offs, floor plans and emergency contacts.
99. Under O. Reg. #213/07 as amended, O. Reg. #364/13, O. Reg. #365/13<sup>56</sup> and Fire Marshal Directives, requirements for vulnerable occupancies include an annual fire safety inspection, an up-to-date and approved fire safety plan, an annual fire drill using a scenario prepared by the occupancy owner and approved by the Chief Fire Official of the fire services, a fire service assessment of performance targets for the drill, and recording of the drill by the Chief Fire Official. Recently introduced Fire Marshal Directive #2016-001 provides direction to assistants to the Fire Marshal regarding *Notification Requirements for Serious Fire Risks in Long Term Care and Retirement Homes*.
100. The inspection program for vulnerable occupancies was assessed by:
  - reviewing fire safety inspections files
  - confirming that the Chief Fire Official who is responsible for approving a fire safety plan for a building containing a care occupancy, a care and treatment occupancy or a retirement home has successfully completed a program or course acceptable to the Fire Marshal
  - conducting spot audits
  - assessing the use and understanding of applicable legislation and Fire Marshal Directives as demonstrated through the SSMFS records, and
  - determining that fire services practices are congruent with Fire Marshal Communiqués and OFMEM TG #01-2012 *Fire Safety Inspections and Enforcement*.
101. The assessment revealed that:
  - vulnerable occupancies have been proactively identified by the Fire Prevention Division and are registered with the OFMEM
  - FPOs conduct fire safety inspections using the inspection checklist provided by the OFMEM
  - FPOs conduct approved fire drill scenarios and evaluate and approve fire safety plans

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<sup>56</sup> O. Reg. #364/13 *Mandatory Inspection – Fire Drill In Vulnerable Occupancy*, O. Reg. #365/13 *Mandatory Assessment of Complaints and Requests for Approval*, O. Reg. #213/07 as amended (Fire Code)



- as previously noted, the FPOs approving fire safety plans for vulnerable occupancies did not have the required *Improving Fire Safety for Vulnerable Ontarians: Training for Chief Fire Officials* on-line course offered through the Public Service Health & Safety Association, and
  - FPOs demonstrate an understanding and apply the principles of the applicable Fire Marshal Directives.
102. When a review of the program for managing vulnerable occupancies is conducted, it would be beneficial to the program to develop and implement operating guidelines, to support the program and promote operational continuity and consistency within the SSMFS.

#### **Recommendation #13**

The Municipal Council of the City of Sault Ste. Marie must ensure that SSMFS Fire Prevention Officers take the training necessary to approve Fire Safety Plans (FSP) for Vulnerable Occupancies (VO), if they are to continue to do so.

Any VO FSPs approved post December 31, 2016 in the absence of the required training need to be reviewed and approved by personnel that have the required training.

#### **4.5.3 Assistants to the Fire Marshal**

103. Assistants to the Fire Marshal derive their authority to enforce legislation and the *Fire Code* from the *FPPA*.<sup>57</sup> Since the *FPPA* identifies specific persons as “assistants to the Fire Marshal”, these designated people have a statutory role and shall follow the Fire Marshal’s Directives in carrying out this Act. Assistants to the Fire Marshal must be familiar with all provisions of the *FPPA* pertaining to their duties and with the *Fire Code*. There is also a need to ensure that assistants to the Fire Marshal are trained and qualified to carry out their responsibilities.<sup>58</sup>

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<sup>57</sup> *FPPA* 11. (1) The following persons are assistants to the Fire Marshal and shall follow the Fire Marshal’s Directives in carrying out this Act:

(a) the fire chief of every fire department  
(b) the clerk of every municipality that does not have a fire department  
(c) any member of a fire prevention bureau established by a municipality  
(d) every person designated by the Fire Marshal as an assistant to the Fire Marshal

<sup>58</sup> For additional information related to roles and responsibilities see: OFMEM, PFSG, #04-38-13: Role of Assistants to the Fire Marshal (re Fire Suppression)



104. Assistants to the Fire Marshal are provincial offences officers under the *Provincial Offences Act (POA)*.<sup>59</sup>
105. Action taken by an assistant to the Fire Marshal should be based on options found in legislation. The use of legislation to address contraventions/hazards formally assigns responsibility to the building owner or designate and, where applicable, allows for charges under the *POA* if required. The use of recommended enforcement measures contributes towards the managing of municipal fire risk and liability.
106. All members of the Fire Prevention Division are designated as assistants to the Fire Marshal and have obtained their identification cards. The members have received training through the Ontario Fire College in the authority and duties of an assistant to the Fire Marshal.
107. Through a review of Inspection Orders, Part I Certificates of Offence, and Part III Information and Summons, as well as other documentation found in property files, it was noted that the members of the Fire Prevention Division have a strong understanding of their roles and responsibilities as assistant to the Fire Marshal.

#### 4.6 Pre-incident Planning

108. Pre-incident planning (pre-planning) is the process of preparing a plan in advance for emergency operations at a given occupancy. Pre-planning considers a number of factors, including firefighting strategies and tactics, other emergency activities, and building characteristics (i.e. size, occupants, number of stories, type of construction, building materials, fire protection systems, etc.). The involvement of officers, prevention and fire suppression staff in the pre-planning process improves emergency response and the quality of pre-plans.
109. A pre-plan increases fire suppression effectiveness and enhances public and firefighter safety. Pre-plans should exist for high and extreme-risk properties identified in a comprehensive municipal fire risk assessment.

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<sup>59</sup> Provincial Offences Act R.S.O. 1990, CHAPTER P.33 Interpretation. 1. (1) In this Act, "provincial offences officer" means a police officer or a person designated under subsection (3); ("agent des infractions provinciales"). Designation of provincial offences officers (3) A minister of the Crown may designate in writing any person or class of persons as a provincial offences officer for the purposes of all or any class of offences. R.S.O. 1990, c. P.33, s. 1 (3)



110. SSMFS officers and suppression crews complete new pre-plans and review and update existing pre-plans. Notice #300-01 *Pre-Fire Plans* assigns the review and revision of pre-plans and states that officers are required to conduct tours to identify and prioritize structures that have yet to be pre-planned.
111. In addition to the formal process identified in Notice #300-01, an informal process for identification of properties is being used whereby the Fire Prevention Division informs suppression of properties that should be pre-planned. Although the municipal fire risk assessment (SRA) identified some high risk occupancies, there is no document or policy that identifies the need for them to be pre-planned or determines pre-planning priorities.
112. Firefighters have received training on developing pre-incident plans and receive training on the actual pre-plans as they are used during training exercises. Pre-plans are developed using a pre-plan checklist that contains many components of best practices. The checklist can be strengthened by consistently capturing in pre-plans, and including key items such as estimated fire flow calculation, predicated strategies, and information regarding exposures.
113. Copies of all pre-plans are located in the dispatch centre and in the Platoon Chief's command unit. Pre-plans for buildings within a station's respective response area are kept in the station's pumper making them available to be referenced during response.
114. Overall, the OFMEM found that the pre-incident planning program is well done. There are a significant number of pre-plans in place and there is a process for updating them as needed. The pre-incident planning program can be enhanced through the development and implementation of an operating guideline that includes guidance in the following areas:
  - connects to the current municipal fire risk assessment (and future comprehensive risk assessment when completed) to assist with determining properties that should be pre-planned-in particular high and extreme risk type properties
  - ensures that the pre-plan identifies the processes to access additional resources, such as through the District of Algoma Mutual Aid Program regional agreements in the event of a major fire emergency
  - links pertinent information found in fire safety plans to the pre-incident plan for a respective property, i.e. utility shut-offs, floor plans, and emergency contacts



- refers to best practices and standards<sup>60</sup> for pre-incident planning, and
- includes reference to standardized pre-incident plan templates that will promote consistency in completion and content of pre-plans.

#### **Recommendation #14**

The Municipal Council of the City of Sault Ste. Marie should ensure the development of an operating guideline for pre-incident planning and include the enhancement opportunities noted above, that will further strengthen the program.

#### **4.6.1 Municipal Water Supply for Firefighting Purposes**

115. Hydrants, where installed, are critical components of fire protection services-and in particular fire suppression. A program should be in place for the testing, maintenance and marking of hydrants providing water for fire suppression services.
116. The municipal water supply in Sault Ste. Marie is owned by the Public Utilities Commission. The system is managed and operated by PUC Services Inc., a company owned by the City. PUC Services Inc. has Standard Operating Procedure (SOP) #SSM-W D-005 Hydrants – Overview that outlines the hydrant maintenance program. The SOP includes direction that hydrants are to be accessible and clear from snow.
117. Fire flow tests are to be conducted on water distribution systems to determine the rate of flow available at various locations for firefighting purposes. Per the Fire Code, municipal hydrants shall be maintained in operating condition.<sup>61</sup> Hydrants shall be inspected annually.<sup>62</sup> Hydrants shall be colour-coded indicating their respective available liters-per-minute capacity.<sup>63</sup>
118. OFMEM staff observed snow accumulation in some areas resulting in hydrants that were obstructed and not readily available for use. Subsequent to the site visit, steps to address this were taken by the Public Utilities Commission with an advertisement in local newspapers asking residents to advise the PUC of any fire hydrant that has not been cleared.

<sup>60</sup> NFPA 1620: Standard for Pre-Incident Planning" (NFPA 1620).

<sup>61</sup> Fire Code Part 6 Subsection 6.6.4.

<sup>62</sup> Fire Code Part 6 Subsection 6.6.5.

<sup>63</sup> Fire Code Part 6 Subsection 6.6.6.1



119. In addition (and subsequent to the review site visit), documentation was provided by the municipality to show that hydrants are inspected annually as required by the *Fire Code*.
120. SOP #SSM-WD-004 *Hydrants – Fire Flow Testing* states that the purpose of the procedure is to describe the process used to perform fire flow tests. The document directs employees to refer a PUC document identifying chapter six of AWWA M17 “Flow tests” for general instructions.
121. Documentation was provided showing that flow testing was last conducted in 2009. A follow up e-mail after the site visit from PUC personnel verified that the data provided was the most current flow testing undertaken by PUC for colour coding hydrants. Further, it stated that the PUC will carry out testing in the second and third quarters of 2017, and that over the period from 2017 to 2021. The PUC will implement an annual program with the goal to retest or revalidate the entire system by the end of the 5-year period.
122. The review revealed that there is a process in place whereby the fire service is advised of a hydrant that is out of service and when the hydrant is back in service.

## 4.7 Fire Investigations

123. Fire investigations are an important component of overall fire protection services provided by the municipality. Information collected during investigations is a valuable tool in developing effective fire protection services. Fire investigations should be completed for all fires and explosions.
124. In addition, assistants to the Fire Marshal must follow Fire Marshal Directive 2015-002: “*Reporting of Fires and Explosions Requiring Investigation*.” Additionally, every fire department as described in subsection 1.(1) of the *FPPA* must complete a standard incident report for every response made by a fire department following Fire Marshal Directive 2015-001: “*Standard Incident Report (SIR) Filing*.”
125. The assessment revealed that SSMFS is complying with Fire Marshal Directive 2015-002: “*Reporting of Fires and Explosions Requiring Investigation*” and Fire Marshal Directive 2015-001: “*Standard Incident Report (SIR) Filing*”.
126. Further assessment included a review of the fire investigation program, including fire investigation/fire scene assessment practices (including staff training), by-laws, the sharing of investigation findings, rules of evidence, collection and preservation of evidence, response data, and operating guidelines.



127. Responsibility for investigations is identified in the FPO job description. Notice<sup>64</sup> #1400-10 *Call-Out Procedure for Fire Investigation & Scene Security* that sets out the procedure to contact the on-call FPO when their expertise is required to determine origin and cause of a fire.
128. The four FPOs and the Deputy Chief Fire Education, Prevention and Emergency Management have received training in fire and explosion investigations from the National Association of Fire Investigators International (NAFI). Additionally, three of the four FPOs and the Deputy Chief Fire Education, Prevention and Emergency Management, are graduates of Ontario Fire College Fire Prevention Officers program, and have completed the Fire Cause Determination course. The Fire Chief has delegated the authority to conduct fire investigations to the positions of Deputy Chief Fire Education, Prevention and Emergency Management and to the FPOs.
129. The Sault Ste. Marie Fire Service, the Sault Ste. Marie Police Service (SSMPS), and the OFMEM are signatories to a Memorandum of Understanding (MOU) for fire investigations. During multi-agency investigations when the fire investigation does not meet Fire Marshal's Directive 2015-002 thresholds for dispatching an OFMEM investigator, the SSMPS will take responsibility for the seizure and storage of evidence.
130. The assessment further identified that:
  - fire investigation data is used to develop and set priorities for public fire safety education programs, and activities i.e. the Kitchen Fire Safety Program, pillar wraps at the Essar Centre, etc.
  - there is follow-through on identified fire safety issues from municipal and OFMEM assisted investigations, and
  - fire investigation records are retained in a secure location and are accessible by authorized personnel only.
131. When reviewing the fire investigation program consideration should be given to developing and implementing operating guidelines for conducting interviews and for the sharing of information between the Fire Prevention Division and Operations Division regarding the outcomes of fire investigations.

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<sup>64</sup> Notice #1400-10 *Call-Out Procedure for Fire Investigation & Scene Security*



## 4.8 Training

132. Training of fire services personnel is required under the *Occupational Health and Safety Act (OHSA)* administered by the Ministry of Labour.<sup>65</sup> The Council of a municipality is deemed to be the employer. As such, Council is obliged to ensure that all members of their fire department are trained and equipped to provide the services delivered. In addition, the Ontario Fire Service Advisory Committee<sup>66</sup> develops the “*Ontario Fire Service Section 21 Committee Guidance Notes*”. These documents may form an integral component of a fire service’s training program.
133. In addition to formal external training opportunities, regular training opportunities should also exist in the workplace. Along with enhancing job performance, demonstrating competence through documented regular training and experience increases credibility in court proceedings.
134. A review of Fire Prevention Division training records shows that the Deputy Chief Fire Education, Prevention and Emergency Management and the FPOs have been “grandfathered” to NFPA 1041 *Fire Service Instructor Level 1*, NFPA 1031 *Fire Inspector Level 1*, NFPA 1035 *Public Information Officer* and NFPA 1035 *Fire & Life Safety Educator Level 1*. In addition, training records indicate that they have attended training provided through the OFMEM (Fire Safety Inspection & Enforcement, Vulnerable Occupancies seminar), *Ontario Building Code* courses, and courses to maintain their “Certified Fire and Explosion Investigator” designations.
135. As identified in Subsection 4.5.2 of this report *Building Fire Safety Plans Including Vulnerable Occupancies Requirements*) the FPOs approving fire safety plans for vulnerable occupancies did not have the required *Improving Fire Safety for Vulnerable Ontarians: Training for Chief Fire Officials* on-line course offered through the *Public Service Health & Safety Association*. As noted previously, if the FPOs are to continue approving FSPs for VOs, they require this training.

<sup>65</sup> Section 25 of the *OHSA* describes various duties of employers, including:

• 25.(2)(a) “An employer shall, provide information, instruction and supervision to a worker to protect the health or safety of the worker”; and  
• 25.(2)(h) “An employer shall, take every precaution reasonable in the circumstances for the protection of a worker.”

<sup>66</sup> The objective of the Ontario Fire Service Advisory Committee on Occupational Health & Safety under Section 21 of the Occupational Health & Safety Act is to advise and make recommendations on matters relating to the occupational health and safety of all firefighters in the Province of Ontario. Secondary objectives include the development of a Manual of Health and Safety Guidance Notes for fire services in Ontario. The manual will outline recommended equipment and procedures to be used by workers in the fire service to prevent injury or illness, and will comply with the intent and provisions outlined in the Act. <http://www.oafc.on.ca/section-21>



136. The SSMFS 2015 Annual Report provides information regarding National Fire Protection Association (NFPA) grandfathering equivalency conducted through the OFMEM, for members of the Operations Division. The majority of firefighters received equivalency to NFPA 1001 *Firefighter Level I and II*. All officers received equivalency to NFPA 1021 *Levels I and II*. In addition, 49 members were granted equivalency to NFPA 1041 *Fire Service Instructor Level I*. The report includes projections for further staff training in 2016.
137. Further analysis of the SSMFS training program was conducted by reviewing the following information:
  - documentation and records management subject matter related to the first two lines of defence and fire suppression duties, including CBRNE/Hazmat
  - annual training plans
  - qualifications of staff, and
  - the internal process for sharing of important information.
138. Based on the records and information provided to the review team, other than the training course for FSP approval for VOs, SSMFS staff are receiving the necessary training to perform the expected services and duties for their respective positions within the fire services.
139. A review of firefighter training records indicates that SSMFS has an effective internal training program that is well documented and planned. Training opportunities are obtained through an internal employer-approved training program, and evident within the training records reviewed. External training opportunities including venues such as the Ontario Fire College are utilized by the SSMFS.
140. An annual training plan for emergency response services (fire suppression and other services) staff is produced through the office of the Deputy Chief Operations, Training and Logistics, and delivered through on-shift-Captains, Platoon Chiefs and subject experts within the staff. The records indicate the training is executed in a consistent manner across the four platoons. Training records are retained through the use of the computer platform called CriSys.
141. Training records indicate that staff assigned to CBRNE/Hazmat response team have met the NFPA 472 *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents* or equivalent OFC courses commensurate to the level of response provided by the department as per provincial MOU response commitments. In addition, the annual training plan includes Hazmat/CBRNE training for staff having duties and responsibilities as per the provincial MOU response commitment.



142. A review of lesson plans, training safety plans and training records indicated that the municipality includes references to certain Section 21 Guidance Notes such as:
  - GN 7-1 *Health and Safety During Practical Training Sessions*
  - GN 7-2 *Training Requirements*, and
  - GN 7-3 *Documentation of Training*.
143. Additional review demonstrated that there are internal processes in place for sharing of workplace information such as:
  - Fire Marshal Directives and Communiqués, and
  - new or revised fire service operating guidelines and notices.
144. Currently the Deputy Chief Fire Operations, Training and Logistics oversees the training program with the assistance of the Assistant Chief, Training and Logistics. The review team noted in documentation provided that a Training Officer position was identified through the realignment strategy and report to Council.
145. In general, the SSMFS has a robust training program in place. Other than the training needed for the FPOs approving fire safety plans for Vulnerable Occupancies, staff are receiving the necessary training to perform the expected services and duties for their respective positions within the fire services.

#### 4.9 Equipment and Section 21 Guidance Notes for Health and Safety

146. Municipal Council, as the employer, and any fire department personnel who perform supervisory work have a legal responsibility to ensure that staff are trained and provided with the necessary equipment needed to safely conduct the tasks they are assigned.
147. The *Occupational Health and Safety Act (OHSA)* provides criterion for the provision of equipment, materials and protective devices used by the worker.<sup>67</sup> In summary, equipment, materials and protective devices shall be maintained in good condition, and used as prescribed by the worker.

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<sup>67</sup> Section 25 of the *OHSA* describes various duties of employers, including

• 25.(2)(a) "An employer shall, provide information, instruction and supervision to a worker to protect the health or safety of the worker"; and  
• 25.(2)(h) "An employer shall, take every precaution reasonable in the circumstances for the protection of a worker."



#### 4.9.1 Personal Protective Equipment

148. Under clause 25(1)(b) of the *Occupational Health and Safety Act* (OHSA), employers have a duty to maintain equipment in good condition. Clause 25(2)(h) of the OHSA also requires the employer to take every precaution reasonable in the circumstances for the protection of a worker and so the care and maintenance of structural firefighting personal protective equipment (PPE) is of the utmost importance. O. Reg. #714/94: *Firefighters - Protective Equipment*<sup>68</sup> sets out the requirements for employers to provide firefighters who may be required to perform interior structural fire suppression duties with structural firefighting garments.<sup>69</sup>
149. All PPE should be kept clean as soiled or dirty elements may expose firefighters to hazardous chemicals and reduce the effectiveness of the protection it is intended to provide. It is also important that soiled or contaminated PPE not be transported in a personal vehicle, taken into the fire fighter's home or into the living quarters of a fire station unless in an approved gear bag or container.<sup>70</sup>
150. The review team assessed operating guidelines (OG #100-01 *Turnout Gear and Accessories* and #100-05 *Turnout Gear and Accessories*), notices (Notice #100-01 *Care, Maintenance & Identification – Personal Protective Equipment*) and practices related to the issue, care, maintenance, inspection and replacement of personal protective equipment (PPE). As well, the review assessed the operating guidelines and notices to see if references were made to O. Reg. #714/94<sup>71</sup> and applicable to Section 21 Guidance Notes<sup>72</sup>.

<sup>68</sup> <https://www.ontario.ca/laws/regulation/940714>.

<sup>69</sup> <http://www.ontariocanada.com/registry/view.do?postingId=4543> highlights requirements for employers to provide firefighters who may be required to perform interior structural fire suppression duties with structural firefighting garments that meet or exceed the requirements of:

- The National Fire Protection Association (NFPA) 1971 “Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting”, 2007 Edition, in the case of garments manufactured on or after March 1, 2007; or,
- The Canadian General Standards Board (CGSB) CAN/CGSB-155.1-M88 Standard, “Firefighters’ Protective Clothing for Protection Against Heat and Flame” in the case of garments manufactured before March 1, 2007.

<sup>70</sup> Section 21 Guidance Notes GN #4-8 4-8: *Care, Maintenance, Inspection and Replacement of Structural Firefighting Personal Protective Equipment*,

<sup>71</sup> O. Reg. #714/94: *Firefighters - Protective Equipment*. (Under *occupational health and safety act*, r.s.o. 1990, c. O.1)

<https://www.ontario.ca/laws/regulation/940714>

<sup>72</sup> Application of the following Section 21 Guidance Notes was assessed : “4-8: Care, Maintenance, Inspection and Replacement of Structural Firefighting Personal Protective Equipment”, “2-7: Reporting Exposures to Biological, Chemical or Physical Agents”, “4-9: Respiratory Protection Program (SCBA)”, “4-2: Eye Protection”, “4-1: Firefighter Protective Equipment”, “4-6 Firefighter Helmets”, “4-13 Personal Protection During Fire Investigation Operations”, and “6-23: Safety During Salvage and Overhaul”.



151. The review included assessing thirty percent (30%) of PPE ensembles located at each fire station. Overall, PPE described as bunker gear ensembles are very well maintained, are in good condition, and meet NFPA 1971 Standard<sup>73</sup> as required by O. Reg. #714/94. It was noted that some balaclavas should be checked for expiry dates or had tags missing to indicate dates. As well the assessment indicated that no soiled or contaminated PPE is transported in a personal vehicle, taken into the firefighter's home or into the living quarters of a fire station.
152. The review indicated that the fire service has in place operating guidelines (OG #400-01 *Removing Defective or Broken Equipment from Service*) and notices (Revised Notice #400-16 *Service Requests – Fire Services' Equipment* and Notice #400-21 *Equipment out for Service or Repairs*) for the management of defective equipment, including a "tag out" system and process for communications when the equipment is removed from service and when returned to service.
153. Enhancements to the management processes for PPE could be made through the development and implementation of operating guidelines for the identification of replacement timelines, or other criteria for determining a need for replacement,<sup>74</sup> and to promote consistency across the fire service regarding the frequency for inspection of PPE.

#### **4.9.2 Respiratory Protection**

154. Firefighters may be exposed to hazardous dust, mist, fumes, gas, vapour and smoke as a condition of their work. Employers should make every effort to prevent exposure to such hazards, and protect workers when exposure cannot be prevented.<sup>75</sup>
155. SSMFS provided a document titled *Respiratory Protection Program* SSMFS. In addition, there are notices and operating guidelines that are associated with the program such as:
  - OG #400-06 *Filling SCBA Cylinders*
  - OG #400-03 *Donning SCBA*
  - Notice #200-07 *Breathing Air Logs*, and
  - Notice #400-17 *SCBA Air Cylinder Air Changes*.

<sup>73</sup> NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 2007 Edition.

<sup>74</sup> In reference to GN 4-8, and NFPA 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

<sup>75</sup> Guidance Note #4-9: Respiratory Protection Program" outlines specific measures for a comprehensive respiratory protection program to prevent exposure and protect workers



156. The review indicated that the SSMFS program includes reference to Section 21 Guidance Note #4-9 *Respiratory Protection Program*. A review of workplace practices related to the respiratory program and care and maintenance of components of breathing air systems and units highlighted some topics for consideration by the SSMFS, as follows:
- Notice #200-07 *Breathing Apparatus Log Books* should be reviewed and confirmed that the instructions provided in the notice are being followed. The log books are to be utilized by the Officer at each Station recording the date, time, and use of SCBA, and that each has been returned to service. A review of the log books in Halls 1 and 4 reveal that the instructions are not followed consistently.
  - CSA Standard Z94.4-11 *Selection, Use, and Care of Respirators*, is referenced in the *SSMFS Respiratory Protection Program*. Section 11.3.3.1.3 of the CSA Standard identifies that steel and aluminum cylinders over 15 years old shall have the interior of the cylinder inspected at least annually by a qualified person when the cylinders are in current use. During the review some cylinders did not have indicators confirming that annual visual inspections had been completed, nor were records made available. The SSMFS should review the program and standard to confirm that the air cylinders are maintained and ready for use.
  - Section 5 Training of the *SSMFS Respiratory Protection Program* indicates that a SCBA technician should be appointed to perform maintenance and repairs on SCBA, and that qualified training that meets manufacturer's standards will be provided. The section goes on to say that the technician shall be re-certified as per recommendations of the manufacturer. The SSMFS provided Scott Specialist Level Maintenance Course certificates for their technicians. The certificates were dated April 2006 and indicated that they were valid for 2 years from issue date. Staff conducting work on SCBA components at the Specialist Level should be re-certified.
  - Section 7 of the *SSMFS Respiratory Protection Program* indicates that a maintenance log will be kept to document air quality tests, filter replacement tests, repairs and overhauls, and routine scheduled service. At the time of the review, a maintenance log was not located. The SSMFS should follow-up to ensure that a maintenance log is in place as described in their respiratory protection program.
  - The SSMFS should develop and implement an operating guideline describing a regular review of the program and related notices and OGs.



157. At the time of the on-site review, SSMFS records indicated that 76 firefighters were past-due for fit testing. Subsequent to the site visit, confirmation of current fit testing for all members of the fire services was received.

**Recommendation #15**

The Municipal Council of the City of Sault Ste. Marie should ensure that a review of the *SSMFS Respiratory Protection Program* is conducted, ensuring that it is current and that workplace practices meet the requirements of the program.

#### **4.9.3 Reporting Program for Exposures to Biological, Chemical or Physical Agents**

158. The potential for exposure to various biological, chemical or physical agents is a routine condition of fire protection activities. The Workplace Safety and Insurance Board (WSIB) does not maintain records of exposures that do not result in medical aid or time off work. Since such exposures could result in future occupational illness or disease, recording exposures may help to determine the cause. Permanent workplace records should be kept for all real and suspected exposures.<sup>76</sup>
159. A completed exposure form meeting the intent of *GN 2-7 Reporting Exposures to Biological, Chemical or Physical Agents* was provided. When reviewing the program, consideration may be given to including guidelines for exposure reporting, and ensuring that a process for the review of completed exposure forms by the Joint Health and Safety Committee is included.

#### **4.9.4 Safety During Salvage and Overhaul**

160. Operating guidelines addressing tactics and tasks related to safety during salvage and overhaul were reviewed. The documents include some criterion applicable to Section 21 Guidance Note 6-23 *Safety During Salvage and Overhaul*. In addition, Notice #900-07 *Contacting Union Gas Technicians* and Notice #200-04 *Electrical Damage* relating to electrical and natural gas safety provide direction to contact utilities when there is a fire.

<sup>76</sup> "Guidance Note #2-7: Reporting Exposures to Biological, Chemical or Physical Agents" outlines additional components of an exposure reporting program and provides a sample exposure report which includes important information that should be recorded.



#### 4.9.5 Safety During Fire Investigation Operations

161. Two operating guidelines are in place that address personal protection during fire investigation operations. OG #1700-05 *Personal Protective Equipment* and OG #1700-14 *Fire Investigations Safety & PPE* provide guidance that differs regarding the use of SCBA and Powered Air Purifying Respiratory devices by FPOs when conducting investigation. It is suggested that the OGs be reviewed and-based on current practice in the workplace-consideration be given towards amending OG #1700-05 to remove the requirement for the use of SCBA.

#### 4.9.6 Hazmat and CBRNE Equipment

162. Equipment for response to Hazmat and CBRNE incidents should be maintained and ready for deployment as per the Provincial Memorandum of Understanding with the OFMEM.
163. Provincial Response Level 2 Team Equipment was assessed to ensure it is being maintained and ready for operational deployment. PPE was found to be in compliance with inspection and testing requirements. Air monitoring detectors were found to be maintained according to manufacturer's specifications.

#### 4.9.7 Integrating Section 21 Guidance Notes in Operating Guidelines and Practices

164. The Ontario Fire Service Advisory Committee develops the *Ontario Fire Service Section 21 Advisory Committee Guidance Notes*.<sup>77</sup> These documents may be considered and referenced in applicable policies and operating guidelines related to equipment and other programs within the fire service.
165. The analysis of several operating guidelines indicated references made to components of Section 21 Advisory Committee Guidance Notes (GNs) while in other OG improvement opportunities exist to include reference to GNs i.e. Notice #200-10 *Exposure to Communicable Diseases*.
166. The municipality and the SSMFS should consider the integration of Section 21 Guidance Notes and best practices into applicable operating guidelines.

<sup>77</sup> The objective of the *Ontario Fire Service Advisory Committee* on Occupational Health & Safety under Section 21 of the *Occupational Health & Safety Act* is to advise and make recommendations on matters relating to the occupational health and safety of all firefighters in the Province of Ontario. Secondary objectives include the development of a Manual of Health and Safety Guidance Notes for fire services in Ontario. The manual will outline recommended equipment and procedures to be used by workers in the fire service to prevent injury or illness, and will comply with the intent and provisions outlined in the Act. <http://www.oafc.on.ca/section-21>



## 5.0 Current and Future Planning

### 5.1 Current State

167. Evidence of planning within the SSMFS was found in documents provided by the municipality and the SSMFS, and described during an interview with the Fire Chief. Planning was demonstrated as occurring across the fire services as a whole and within the divisions in documents and activities such as:<sup>78</sup>
- the October 2015 *Fire Services Organizational Realignment Strategy* (realignment strategy) was presented and approved by Council. During interviews, the realignment strategy was described as the three-year business plan (2015 to 2018) for the SSMFS<sup>79</sup>
  - an annual training plan produced and implemented through the Deputy Chief Fire Operations, Logistics and Training
  - public education, prevention and enforcement objectives highlighted in the annual SRA prepared by the Deputy Chief Fire Education, Prevention and Emergency Management, and
  - a SSMFS annual report was last produced in 2015.
168. Additional analysis of documentation provided by the municipality indicated that there was frequent communication regarding planning between Council and the SSMFS, and that Council was involved in the planning for the delivery of current fire protection services. The planning process and follow-up reports provide Council with information about the existing and planned capabilities and capacity of emergency response service (fire suppression) services to a basic residential fire emergency. As well, some criteria applicable to levels of service are described.<sup>80</sup>

<sup>78</sup> Additional information related to planning was found in:

- a March 2015 a report to Council highlighted that a new comprehensive business plan for the SSMFS would be undertaken to provide recommendations in conjunction with a spending review and 2016 budget deliberations
- a June 2015 report to Council indicates that a comprehensive strategic, business or master plan for the SSMFS is not in place and that a business plan would be presented in October 2015<sup>81</sup>
- an additional document with a June 2015 date provides an outline of the terms of reference for a master fire plan
- additional realignment strategy "follow up" reports to Council on the progress of the plan
- a weekly planning meeting with SSMFS senior officers is conducted with the intent of developing a workplan
- the SSMFS annual report (2015) included topics such as:
  - an organization wide goal for emergency services,
  - several primary response objectives, and
  - several targets for achievement in the follow year. Source:

Transcribed interview with Fire Chief January 18, 2017, p 8.

<sup>79</sup> The Council report dated Oct. 26, 2015, highlighting the fire service organizational realignment plan includes a statement indicating Council's authority to determine levels of service. Several descriptors related to levels of service are included in the report yet not clearly described as such to Council i.e.:

- a six minute response time 90% of the time is the benchmark that should be maintained
- proposed staffing level and staffing alternatives based on event:
- 17 per platoon with 13 on duty
- call back of off shift staff
- resources obtained through mutual aid partners

<sup>80</sup> The Council report dated Oct. 26, 2015, highlighting the fire service organizational realignment plan includes a statement indicating Council's authority to determine levels of service. Several descriptors related to levels of service are included in the report yet not clearly described as such to Council i.e.:



169. The planning by Council and the SSMFS sets out the process steps for change within the fire services (through the realignment strategy), and indicated no anticipated impact to SSMFS service levels. In summary, the focus of the planning is on topics such as:
- the realignment strategy and adjustments to staffing levels
  - a mix of emergency medical services priorities
  - efforts to understand what a comprehensive risk assessment is and when it should be conducted
  - preparing and delivering ongoing updates to Council on the progress of the realignment plan, and
  - workplan development between the SSMFS Senior Officers.

## 5.2 Future State

170. The realignment strategy and follow-up reports to Council included topics related to future planning. Additionally, future planning considerations were discussed during interviews with the SSMFS Senior Officers. These included:
- no anticipated changes to the realignment strategy during 2017 and 2018
  - a proposed station location study to be initiated in the fall of 2017
  - in conjunction with the station location study, a comprehensive risk assessment will be conducted. (both projects are to be completed by the end of 2018)
  - opportunities to assess the realignment of the staffing model based on the outcomes of the station location study
  - a need to submit capital budget requests in future
  - a need to update the E&R By-law to include descriptions of core services and levels of service
  - a need to review and update job descriptions
  - a need to review and update operating guidelines and notices
  - concepts associated with a fluid, dynamic staffing model will be considered, resulting in staffing compliments to meet demands versus a static model
  - potential improvement to the pre-incident planning program through enhanced use of technology
  - potential relocation of the communications room operation to another service

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- a six minute response time 90% of the time is the benchmark that should be maintained
  - proposed staffing level and staffing alternatives based on event:
  - 17 per platoon with 13 on duty
  - call back of off shift staff
  - resources obtained through mutual aid partners
  - flexible staffing model
  - 10 firefighters committed to a fire



provider

- additional emphasis on public education and fire prevention activities i.e. increased in-service inspections by Platoons, and potential for an additional Public Educator position, and
- the potential for filling a Training Officer position for the SSMFS.

### 5.3 In Summary

171. Municipalities are responsible for the establishment, funding and delivery of fire protection services in accordance with Part II Section 2 of the *FPPA*. In addition to *FPPA* Part II Section 2.(1)(a) responsibilities, a municipality shall provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.<sup>81</sup> The overall objective becomes one of providing the optimum level of fire protection to the community in keeping with the local needs and circumstances.
172. Local circumstances have a significant effect on which factors are most important as a municipality assesses different options available for its fire protection system. In the final analysis, the level of fire protection services provided is determined through decisions made by and support provided through municipal Council.
173. When analyzing and determining the optimum model including types and levels of fire protection services, the planning process and decision making capabilities may be strengthened by involving several inter-related components such as the following:
  - specialized expertise in fire protection services
  - the municipal fire risk
  - capabilities and capacity of the existing fire protection system
  - a thorough understanding and appreciation of a municipality's economic circumstances from a fire protection services perspective, and
  - the encouragement of a planning process that includes interaction between Council with its policy-setting responsibilities, the municipality with its corporate management objectives, and the fire service with its operational expertise.
174. As well, planning for the SSMFS and the provision of fire protection services could

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<sup>81</sup> *Municipal responsibilities*

2. (1) Every municipality shall,  
(a) establish a program in the municipality which must include public fire safety education with respect to fire safety and certain components of fire prevention; and  
(b) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.



be enhanced by applying a more systematic planning process, providing the means for the development of a consolidated strategic plan and supporting operational plans. The systematic methodology should clearly link the SSMFS planning strategies to the respective strategic goals and objectives of the City. The following components and processes are provided for consideration as opportunities to improve the planning process for Council and the SSMFS:

- When considering a systematic planning process for the SSMFS, the following subjects could be incorporated as components of the process:
  - a needs analysis
  - a comprehensive municipal fire risk assessment
  - organizational structure and workload management analysis
  - assessment of the most effective and efficient use of resources for emergency response service (fire suppression), and
  - performance and evaluation measures.
- While conducting a needs analysis, a critical component is the identification of the most effective use of resources for emergency response service (fire suppression). This is essential to describing the desired service level, and assists with defining planning objectives.
- As well, planning within the fire services should include implementing processes to monitor, evaluate and measure the achievement of goals and objectives related to fire protection services-in particular identifying realistic and achievable benchmarks associated with the provision of emergency response service (fire suppression).
- Expanding on a needs analysis and identification of resources for optimal services, Council and the SSMFS should consider proceeding with a station location study. The findings from the study should assist in determining such items as:
  - optimal locations and number of fire stations for the city
  - opportunities that may highlight optimal arrangements for staffing, apparatus and equipment at stations, and
  - response times and service levels.
- A detailed E&R By-law sets out Council's expectations for the delivery of fire protection services. By updating the current E&R By-law, Council and the SSMFS would have details and specifics relating to subjects such as the scope of core services, and the types and levels of service. With updated details in the E&R By-law, planning by Council and the SSMFS would be enhanced when determining and assessing the service levels and reliability of service provision, in reference to the municipal fire risks identified through the comprehensive risk assessment.
- The utilization of a more defined strategic planning process by the municipality and



the SSMFS would enhance the planning process and outcomes. The strategic planning process for fire protection should enable the municipality to determine the best allocation of resources to achieve an acceptable level of fire protection.

Strategic planning is a valuable tool in identifying management options-guided through operational plans-for providing the desired fire protection service levels to the municipality. Ideally the document should cover a long-range planning period of five to ten years. Ultimately, a good plan should lead to a more fire-safe community.

- In addition, the outcomes of the planning process for strategic plan development should address topics such as the services' programs or projects, the basis for the fire service budget, and timelines or schedules for developing and maintaining the fire protection system that has been accepted and approved by Council. Additional contents of the plan should provide a clear and concise overview of subjects such as approved services and levels of service, organizational goals and objectives, mission statement, and program evaluation processes.

#### **Recommendation #16**

The Municipal Council of the City of Sault Ste. Marie should continue the planning process for the SSMFS and work towards completing the requirements for the development of a consolidated strategic plan and supporting operational plans for the SSMFS.

#### **Recommendation #17**

The Municipal Council of the City of Sault Ste. Marie should ensure that core services and levels of service for fire protection services provided by the SSMFS are developed, approved and implemented.

## **6.0 Office of the Fire Marshal and Emergency Management Conclusion: *Fire Protection and Prevention Act, 1997 – Municipal Responsibilities***

175. This review has identified a number of recommendations and suggestions for consideration by the municipality to improve the effectiveness and efficiency of fire protection services. The recommendations are included in the body of this report, and listed separately in "Appendix 2: City of Sault Ste. Marie Review Recommendations".



176. The OFMEM will continue to monitor fire protection services in the municipality through regular communications and interaction. The OFMEM is available on-request to assist the municipal Council and the SSMFS.
177. It is recommended that the City of Sault Ste. Marie and the SSMFS develop a prioritized implementation plan based on the findings and recommendations within the report. The OFMEM is available to assist Council, if requested, on topics such as additional detail about the recommendations, suggestions, analysis, advice and assistance during implementation.

**Recommendation #18**

It is recommended that the Municipality of the City of Sault Ste. Marie develop an implementation schedule for the OFMEM recommendations contained within this report.

Signed in Sudbury, ON

August 31, 2017

A handwritten signature in black ink, appearing to read "Art Booth".

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Art Booth

A/Assistant Deputy Fire Marshal, Field and Advisory Services



## Appendix 1: City of Sault Ste. Marie Review: Legislation and Principles

### 1.0 Legislative Authority to Conduct Reviews

This review was conducted under the authority of the *FPPA* which states:

#### 1. *FPPA, Part III Fire Marshal - Powers of the Fire Marshal*

##### 9.(1) *The Fire Marshal has the power*

- (a) *to monitor, review and advise municipalities respecting the provision of fire protection services and to make recommendations to municipal councils for improving the efficiency and effectiveness of those services*

#### 1.1 Service Delivery Review Part 1: Fire Protection Services - Fire Protection and Prevention Act, 1997

- 2. The powers of the Fire Marshal, municipal responsibilities for fire protection services, and the fire chief's responsibilities, powers and ability to delegate are outlined in the *FPPA*. The OFMEM review process is based on this legislation.

#### 2.0 Part II – Responsibility for Fire Protection Services, *Fire Protection and Prevention Act, 1997*

- 3. The *FPPA* establishes responsibility for fire protection services. For example, in Part II - Responsibility for Fire Protection Services, the legislation outlines municipal responsibilities as follows:

##### **Municipal responsibilities**

###### 2. (1) *Every municipality shall,*

- (a) *establish a program in the municipality which must include public fire safety education with respect to fire safety and certain components of fire prevention; and*
- (b) *provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstance*

**Methods of providing services** (The *FPPA* outlines options for providing fire protection services.)

###### 2. (2) *In discharging its responsibilities under subsection (1), a municipality shall,*

- (a) *appoint a community fire safety office or a community fire safety team, or*
- (b) *establish a fire department*



4. When a fire department is established the fire chief's responsibilities, powers and ability to delegate are outlined as follows:

#### ***Fire chief, municipalities***

6. (3) A fire chief is the person who is ultimately responsible to the council of a municipality that appointed him or her for the delivery of fire protection services.

#### ***Powers of fire chief***

6. (5) The fire chief may exercise all the powers assigned to him or her under this Act within the territorial limits of the municipality and within any other area in which the municipality has agreed to provide fire protection services, subject to any conditions specified in the agreement.

#### ***Delegation***

6. (6) A fire chief may delegate his or her powers or duties under Sections 14, 19 and 20 and such other powers and duties as may be prescribed to any firefighter or class of firefighters, subject to such limitations, restrictions or conditions as may be prescribed or set out in the delegation.

### **3.0 Municipal Responsibilities – Fire Prevention and Public Fire Safety Education, Clause 2.(1)(a), *Fire Protection and Prevention Act, 1997***

5. Municipalities are strongly encouraged to implement the advice of the OFMEM in meeting their responsibilities under the FPPA at sub-clauses 2.(1)(a) and 2.(1)(b).
6. The FPPA places responsibility on municipal councils to determine the level of fire protection services provided<sup>82</sup>. As noted previously, Clauses 2.(1)(a) of the Act outlines legislated municipal requirements. The OFMEM, pursuant to legislated responsibilities, strongly advises that the following components would meet the expectations of the OFMEM for municipalities in Ontario with respect to responsibilities as set out in sub-clause 2.(1)(a):
  - a. Conducting a simplified risk assessment;
  - b. Establish smoke and carbon monoxide alarm programs;
  - c. Distribute public fire safety education materials; and
  - d. Conduct inspections upon request or complaint.<sup>83</sup>

<sup>82</sup> FPPA 1997 Chapter 4, Part 1 Definitions: "Fire protection services", as defined in the *Fire Protection and Prevention Act, 1997* includes,  
(a) fire suppression, fire prevention, fire safety education,  
(b) mitigation and prevention of the risk created by the presence of unsafe levels of carbon monoxide and safety education related to the presence of those levels,  
(c) rescue and emergency services,  
(d) communications in respect to anything described in clauses (a) to (c),  
(e) training of persons involved in providing anything described in clauses (a) to (d), and  
(f) the delivery of any service described in clauses (a) to (e).

<sup>83</sup> O.Reg. 365/13 now compels specified persons to undertake an assessment of fire safety complaints and requests for approval.



7. In January 2014, the Ontario government enacted two regulations pursuant to the FPPA to protect Ontarians<sup>84</sup>. These regulations are further supported by four compulsory Fire Marshal directives<sup>85</sup>. These regulations and directives now form part of the requirements for the delivery of fire protection services.

#### **4.0 Municipal Responsibilities – Other Fire Protection Services as Necessary, Clause 2. (1)(b), *Fire Protection and Prevention Act, 1997***

8. For sub-clause 2.(1)(b) the OFMEM advises that municipal councils determine the level of fire protection services to be delivered in accordance with their local needs and circumstances. The FPPA provides broad authority for municipalities to determine how they want to provide services including, but not limited to:
  - Establishing a fire department;
  - Purchasing services; and
  - Jointly operating and managing a fire department with one or more municipalities.
9. In addition, while considering their needs and circumstances, the OFMEM advises municipalities to consider those things that impact on the provision of fire protection services, including, but not limited to:
  - Type of service delivery system (full-time, composite or volunteer);
  - Economic situation;
  - Demographic considerations;
  - Geography and physical layout of the municipality;
  - Building profile;
  - Various risks to be protected; and
  - Community infrastructure of roads, water systems, hydrants.
10. A municipality should identify its fire risks through a municipal fire risk assessment<sup>86</sup> as part of determining which fire protection services are necessary and establishing levels of fire protection services. As the principal advisor on fire protection services, the fire chief is responsible for assessing community fire risk and making recommendations to council. In consideration of municipal needs and circumstances, council is responsible for determining and establishing fire protection services and allocating adequate resources.

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<sup>84</sup> Ontario Regulation 364/13 Mandatory Inspection – Fire Drill In Vulnerable Occupancy; O. Reg. 365/13 Mandatory Assessment of Complaints and Requests for Approval

<sup>85</sup> Directives are made through powers afforded to the Fire Marshal, as described in Section 9.(1)(b) of the FPPA to enhance fire protection services. FPPA, 9.(1) states “The Fire Marshal has the power, (b) to issue directives to assistants to the Fire Marshal respecting matters relating this Act and the regulations.” The directives referred to here are: 2016-001 Notification Requirements for Serious Fire Risks in Long Term care and Retirement Homes; 2014-001 Registry of Vulnerable Occupancies; 2014-002 Vulnerable Occupancies – Fire Drill Scenarios, Fire Drill Observations, Fire Safety Inspections; 2014-003 Inspections of All Buildings.

<sup>86</sup> The OFMEM [Fire Risk Sub-Model](#) (June 2009) is a component of the Comprehensive Fire Safety Effectiveness Model, which is a tool that serves as a basis for the objective evaluation of fire protection services in a municipality.



11. The review team evaluated fire protection topics and services such as the following related to Clause 2.(1)(b) by considering:

- the municipality's approach to municipal fire risk assessment
- fire-related bylaws
- fire-related agreements
- fire related policies and operating guidelines
- organizational structure
- fire protection services provided, and
- current and future planning within the fire services

## **5.0 Fire Marshal Directives, Clause 9. (1)(b), *Fire Protection and Prevention Act, 1997***

12. Directives are issued by the Fire Marshal under the authority of the *FPPA* when there is a need to achieve consistency in the application of certain technical or administrative requirements related to the Act or regulations:

### ***Part III Fire Marshal - Powers of the Fire Marshal***

9. (1) *The Fire Marshal has the power*

- (b) *To issue directives to assistants to the Fire Marshal respecting matters related to this Act and the regulations;*

13. It is the responsibility of every assistant to the Fire Marshal to follow the directives<sup>87</sup>. Assistants to the Fire Marshal are designated under the *FPPA*.

### **Assistants to the Fire Marshal**

11. (1) *The following persons are assistants to the Fire Marshal and shall follow the Fire Marshal's directives in carrying out this Act,*

- (a) *the fire chief of every fire department*
- (b) *the clerk of every municipality that does not have a fire department*
- (c) *any member of a fire prevention bureau established by a municipality, and*
- (d) *every person designated by the Fire Marshal as an assistant to the Fire Marshal*

<sup>87</sup> There are eight Fire Marshal directives, as follows: 2016-001 Notification Requirements for Serious Fire Risks in Long Term Care and Retirement Homes, 2015-002 Reporting of Fires and Explosions Requiring Investigation, 2015-001 Standard Incident Report (SIR) Filing, 2014-003 Inspections of All Buildings, 2014-002 Vulnerable Occupancies – Fire Drill Scenarios, Fire Drill Observations, Fire Safety Inspections, 2014-001 Registry of Vulnerable Occupancies, 2002-001 Disposal of Material or Thing Removed Under the Authority of Clause 15. (1)(c) of the *Fire Protection and Prevention Act, 1997, As Amended*; and 1998-001 Tubular Doors Under Retrofit.



## 6.0 Public Fire Safety Guidelines

14. To assist municipalities in meeting their legislative responsibilities, the OFMEM has developed *Public Fire Safety Guidelines (PFSGs)*, and strongly recommends that municipalities utilize these to develop their own unique programming. These PFSGs are being updated to reflect the OFMEM's amended perspective on sub-clauses 2.(1)(a) and 2.(1)(b).

## 7.0 Office of the Fire Marshal and Emergency Management's Three Lines of Defence

15. As a principled approach to delivering effective and efficient fire protection services, the OFMEM advocates the "Three Lines of Defence"<sup>88</sup> to prevent and mitigate fire loss, injury and death, and to promote firefighter safety. These are:
  - public fire safety education
  - fire safety standards and enforcement, and
  - emergency response
16. The first two lines of defence focus on preventing fires. When fires occur, the third line of defence is available to respond and lessen the impact.
17. With public fire safety education and fire prevention as priorities, the delivery of fire protection services is modernized, by realigning the traditional approach in which emergency response was the predominant focus of the fire service.

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<sup>88</sup> The "Three Lines of Defence" are founded on the principles outlined in Honourable John B. Webber's 1983 report, "Report of the Public Inquiry into Fire Safety in Highrise Buildings".



## Appendix 2: City of Sault Ste. Marie Review Recommendations

### **Recommendation #1**

The Municipal Council of the City of Sault Ste. Marie should ensure that a comprehensive municipal fire risk assessment is completed. Subsequent to the review, the OFMEM has been advised that the Municipal Council of the City of Sault Ste. Marie is conducting a comprehensive municipal fire risk assessment. Therefore, it is anticipated that the comprehensive risk assessment is completed and the findings applied to further enhance the understanding and advance the decision-making process related to the management of municipal fire risks and associated resources.

### **Recommendation #2**

The Municipal Council of the City of Sault Ste. Marie should ensure that an evaluation of the capabilities and limitations associated with fire suppression and fireground tactics is conducted, and with reference to the findings from a comprehensive municipal fire risk assessment.

### **Recommendation #3**

The Municipal Council of the City of Sault Ste. Marie should ensure that service levels for fire protection services are clearly described, documented, implemented and monitored on a regular basis.

### **Recommendation #4**

The Municipal Council of the City of Sault Ste. Marie should ensure that the SSMFS call back system for additional staff required during an emergency is assessed to determine if there are opportunities to improve the efficiency and reliability of the system, and implement changes as appropriate.

### **Recommendation #5**

The Municipal Council of the City of Sault Ste. Marie should ensure that the Establishing and Regulating By-law is kept current by reviewing and updating as necessary.



### **Recommendation #6**

The Municipal Council of the City of Sault Ste. Marie should review all fire related by-laws to ensure currency, are approved, and that they remain in effect.

### **Recommendation #7**

The Municipal Council of the City of Sault Ste. Marie should consider having in place documents that set out the current reporting relationships, duties, roles and responsibilities for all positions within the SSMFS.

### **Recommendation #8**

The Municipal Council of the City of Sault Ste. Marie should consider an assessment of the capability, capacity, reliability and compatibility of resources that may be requested through the provincial mutual aid system, through local or regional organizations or through international agreements.

Through the assessment, consideration should be given to the need for the development and implementation of policies and operating guidelines designed to guide decisions and determine a course of action depending on the needs and circumstances.

### **Recommendation #9**

The Municipal Council of the City of Sault Ste. Marie should ensure the consolidation of notices, operating guidelines, applicable memorandums and similar type document into one set of guidelines for the SSMFS.



### **Recommendation #10**

The Municipal Council of the City of Sault Ste. Marie should ensure the development of a fire prevention policy that describes the components of the public fire safety education efforts for identified risks.

### **Recommendation #11**

The Municipal Council of the City of Sault Ste. Marie is encouraged to maintain and enhance an already good program by developing a comprehensive program that includes the smoke alarm program, home escape planning and carbon monoxide alarm program, in addition to goals, objectives, performance measures as well as evaluation and assessment processes.

### **Recommendation #12**

The Municipal Council of the City of Sault Ste. Marie should consider the development and implementation of operating guidelines for the SSMFS that address:

1. Internal communications processes and management of occurrences of multiple false alarms at the same property address.
2. Assessment and determination of the need for conducting a fire safety inspection when a complaint or a request is received.

### **Recommendation #13**

The Municipal Council of the City of Sault Ste. Marie must ensure that SSMFS Fire Prevention Officers take the training necessary to approve Fire Safety Plans (FSP) for Vulnerable Occupancies (VO), if they are to continue to do so.

Any VO FSPs approved post December 31, 2016 in the absence of the required training need to be reviewed and approved by personnel that have the required training.



#### **Recommendation #14**

The Municipal Council of the City of Sault Ste. Marie should ensure the development of an operating guideline for pre-incident planning and include the enhancement opportunities noted above, that will further strengthen the program.

#### **Recommendation #15**

The Municipal Council of the City of Sault Ste. Marie should ensure that a review of the SSMFS *Respiratory Protection Program* is conducted, ensuring that it is current and that workplace practices meet the requirements of the program.

#### **Recommendation #16**

The Municipal Council of the City of Sault Ste. Marie should continue the planning process for the SSMFS and work towards completing the requirements for the development of a consolidated strategic plan and supporting operational plans for the SSMFS.

#### **Recommendation #17**

The Municipal Council of the City of Sault Ste. Marie should ensure that core services and levels of service for fire protection services provided by the SSMFS are developed, approved and implemented.

#### **Recommendation #18**

It is recommended that the Municipal Council of the City of Sault Ste. Marie develop an implementation schedule for the OFMEM recommendations contained in this report.



## Appendix 3: Sault Ste. Marie Fire Services Organizational Divisions and Staffing<sup>89</sup>

Division/Position	Staff
<b>Administration</b>	
Fire Chief	1
Office Supervisor	1
Administrative Staff	2
Sub total	4

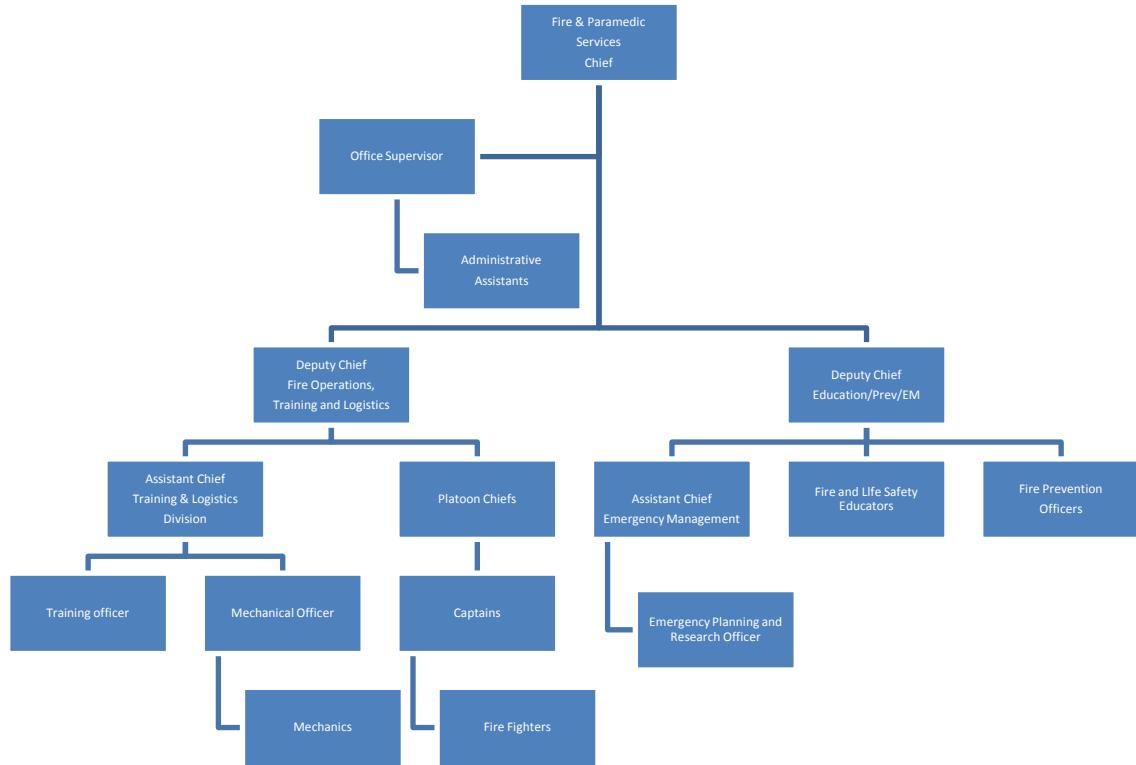
Division/Position	Staff
<b>Positions within Fire Prevention</b>	
Deputy Chief Education, Prevention and Emergency Management	1
Fire Prevention Officers	4
Public Educator	1
Sub total	6

<sup>89</sup> The following documents were referenced while developing the table:  
Fire-EMS Org. Chart August, 2016  
Fire-EMS Senior Org. Chart December, 2016  
Organizational Plan Staff Correspondence December 22, 2016  
Job descriptions as provided by the SSMGS, and Platoons 2017, staffing.



Division/Position	Staff
<b>Positions within Operations (fire suppression division)</b>	
Deputy Chief Fire Operations, Training and Logistics	1
Assistant Chief Training and Logistics	1
Mechanical Officer	1
Mechanics	2
Platoon Chief	4
Captain	16
Firefighter	56
Communications	4
<b>Sub total</b>	<b>85</b>

Total Staff	95



Please note that at the time of the review the Training Officer position has not been filled.



## Appendix 4: Sault Ste. Marie Fire Services: Operating Guidelines: Emergency Response (Fire Suppression Services) Resources

### 5.1 Operating guidelines supporting the fire services in the provision of emergency response (fire suppression services)

OG # and Name	Date of Issue	Revised	Revised after MOL order
600-01 Single Family Dwellings	May 1996	March 30, 2016	January 27, 2017
600-02 Response to Row Housing Units	January 1994	March 30, 2016	January 27, 2017
600-03 Response to High-Rise Buildings	June 6, 2016		January 27, 2016
600-06 Support Operations for Airport Crash Truck	June 2000	April 29, 2016	
600-12 Response to Aircraft Incidents at the Sault Ste. Marie Airport after Normal Operating Hours	June 25, 2007	April 29, 2016	
600-13 Fire Vehicle Deployment Strategy	August 24, 2016		
100-01 Turnout Gear and Accessories	March 22, 1994	February 16, 2016	January 27, 2017
200-03 Entry Control S	December 2001	March 4, 2003	December 9, 2016
200-05 Rapid Intervention Team (RIT)	June 19, 2003	March 2016	January 27, 2017
800-01 Emergency Scene Management	January 2004	August 2008	December 9, 2016
800-02 Incident Command Functions	August 1, 1995	August 2008	January 27, 2017



## 5.2 Summary of recently implemented operating guidelines for emergency response (fire suppression services)

The following charts are developed by the OFMEM based on information provided by SSMFS

Type of Occupancy	1 <sup>st</sup> Response Apparatus	1 <sup>st</sup> Response Staff	2 <sup>nd</sup> Response Apparatus	2 <sup>nd</sup> Response Staff
<b>Single family dwellings in fire related incidents OG: 0600-01</b>	District Pumper	3 (min. staffing) Captain and 2 FF	As directed by the PC with remaining response apparatus	Minimum 4 FF pump crew called back
	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF		Additional FF as determined by PC
	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF		Additional dispatcher as determined by PC
	Command Unit	Platoon Chief		Additional PC as determined by initial on duty PC
	Initial Response 3 pumps 1 command unit	10 staff		When possible the Platoon Chief shall notify appropriate Senior Fire Management
	Remaining pump crew responding (slow response as directed by platoon chief (PC)	3 (min. staffing) Captain and 2 FF		
Total available	4 pumps or 3 pumps and 1 tanker as determined by PC	12 Firefighters 1 Incident Commander		
On scene operations and staff: If offensive/interior attack is initiated by the Incident Commander entry shall not occur until second arriving pumper company and Platoon Chief has arrived. Entry Control and RIT must be established and initiated. A minimum of 7 personnel to be on scene prior to entry.				



Type of Occupancy	1 <sup>st</sup> Response Apparatus	1 <sup>st</sup> Response Staff	2 <sup>nd</sup> Response Apparatus	2 <sup>nd</sup> Response Staff
<b>Multi-family row housing complex</b> 0600-02 Response to Row Housing	District Pumper	3 (min. staffing) Captain and 2 FF	As directed by the PC with remaining response apparatus	Minimum 4 FF pump crew called back
	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF		Additional FF as determined by PC
	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF		Additional dispatcher as determined by PC
Difference: No slow response for this unit.	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF		
	Command Unit	Platoon Chief		Additional PC as determined by initial on duty PC
	Initial Response 3 pumps 1 command unit	10 staff		When possible the Platoon Chief shall notify appropriate Senior Fire Management
Total available	4 pumps or 3 pumps and 1 tanker as determined by PC	12 Firefighters 1 Incident Commander		
On scene operations and staff: If offensive/interior attack is initiated by the Incident Commander entry shall not occur until second arriving pumper company and Platoon Chief has arrived. Entry Control and RIT must be established and initiated A minimum of 7 personnel to be on scene prior to entry				



Type of Occupancy	1 <sup>st</sup> Response Apparatus	1 <sup>st</sup> Response Staff	2 <sup>nd</sup> Response Apparatus	2 <sup>nd</sup> Response Staff	
<b>Incidents involving multi-level/high occupancy and high-rise buildings.</b> 0600-03 Response to High Rise Building	District Pumper	3 (min. staffing) Captain and 2 FF	As directed by the PC with remaining response apparatus	Minimum 4 FF pump crew called back	
	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF		Additional FFers as determined by PC	
	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF		Additional dispatcher as determined by PC	
	Back up pumper from alternate station determined through response protocols	3 (min. staffing) Captain and 2 FF			
	Aerial Apparatus Staffing permitted and as determined by PC				
	Command Unit	Platoon Chief		Additional PC as determined by initial on duty PC	
	Initial Response 3 pumps 1 command unit	10 staff		When possible the Platoon Chief shall notify appropriate Senior Fire Management	
Total available	4 pumps and 1 aerial as determined by PC and staffing permits or 3 pumps and 1 aerial (using staff complement from a pump crew) depending on staff complement and decision by the PC	12 Firefighters 1 Incident Commander			
On scene operations and staff: to enter "investigation mode" for high-rise buildings, two pumper companies and the Platoon Chief must be on scene. This will provide a minimum of 7 personnel on scene. (1) Incident Commander, (1) Vehicle Operator and (5) Firefighters.					
Fire conditions encountered (smoke/heat/flame) they will withdraw At this point a Rapid Intervention Team (RIT) will be established. Entry control will be set up on the staging floor					
If flames or heavy smoke is showing upon arrival a <u>Second Alarm</u> will be called without delay.					

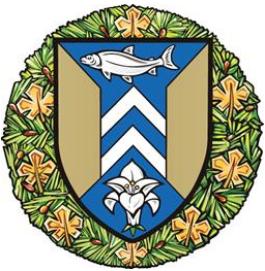


### 5.3 OG 600-13 Fire Vehicle Deployment Strategy

The following is included in the OG:

"It is the responsibility of all Fire Services personnel, under the direction of the Platoon Chief to follow this guideline when responding to fire related emergencies. Platoon Chiefs shall ensure that the deployment of apparatus and the assignment of personnel are consistent with the intent of this guideline".

Vehicle/Apparatus	17 Personnel On Duty	16 Personnel On Duty	15 Personnel On duty	14 Personnel On Duty
PC1 Platoon Chief	1	1	1	1
Pump #1	4	4	4	3
Rescue Pump #2	3	3	3	3
Rescue Pump #3	3	3	3	3
Aerial #4	4	4	3	3
Rescue #1	1	1		
Aerial #1				
Tanker #1				
Dispatch	1	1	1	1



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

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

**DEPARTMENT:** Legal Department

**RE:** Licence to Occupy City Property Agreement – OutSpoken Brewing Patio

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#### **PURPOSE**

The purpose of this report is to seek Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City of Sault Ste. Marie (the "City") and OutSpoken Brewing Inc. (the "Licencee") to permit the raised patio deck on the laneway adjacent to the Licencee's property, 350 Queen Street East (the "City Property") to permanently occupy the space.

#### **BACKGROUND**

On May 8, 2017, the City entered into a Licence to Occupy City Property Agreement with the Licencee to permit the Licencee to temporarily erect a raised patio deck on the City Property. This Agreement expires on October 2, 2017. At the time this Agreement was entered into, the potential for a permanent occupation was discussed due to the design of the patio.

Mr. Atkinson has since formally requested to enter into the aforementioned Licence Agreement to permit the patio to remain erected on a permanent basis. Mr. Atkinson recently submitted plans, photos and dimensions of the patio, which were circulated to various City departments for comment. These comments have been addressed in the Licence Agreement.

#### **ANALYSIS**

The patio requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The City has entered into similar agreements with other third parties including the Algonquin Hotel Patio Licence to Occupy Agreement.

Licence to Occupy City Property Agreement – OutSpoken Brewing Patio

2017 09 25

Page 2.

The Licence Agreement is for a term of one (1) year commencing on October 2, 2017 and continues thereafter from year to year until terminated. The Licence Agreement can be terminated by the City or the Licencee by giving six (6) months' notice to the other party. The Licence Agreement requires the Licencee to maintain insurance, while also naming the City as "Additional Insured". The Licence Agreement contains a provision that permits the City to remove any portion of the patio if, at the sole discretion of the City, access to any portion of the laneway is required to access the existing storm sewer system located below the laneway.

**FINANCIAL IMPLICATIONS**

There is no significant financial impact associated with this matter.

**STRATEGIC PLAN / POLICY IMPACT**

No impact on strategic plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

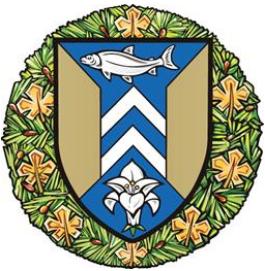
By-law 2017-190 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval

Respectfully submitted,



Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior  
Litigation Counsel

MBS/hh



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

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

**DEPARTMENT:** Legal Department

**RE:** AG114 – Licence to Occupy – Heritage Block Party

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#### PURPOSE

The purpose of this report is twofold:

- a) to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and the Sault Community Career Centre (the "Licencee"), to permit the programming described below to take place on a portion of Queen Street East on September 29, 2017 for the Downtown Heritage Block Party; and
- b) to request Council's approval of an exemption to the City's Noise By-law for activities related to the Event.

#### BACKGROUND

The Licencee contacted the City Legal Department to request permission to hold the Downtown Heritage Block Party (the "Event") on Queen Street East from Pim Street to East Street ("City Property").

The Event will occur on September 29, 2017 and will feature vendors and artisans from the Algoma District, as well as numerous cultural events, theatre performances and live musical entertainment, all of which are open to the public, family-friendly, and free of charge. The evening will begin with an opening ceremony on the Ermatinger Clergue National Historic Site lawn at 3:30pm. Following the opening ceremony, programming will commence at 4pm on Queen Street East, between Pim Street and East Street (Heritage Square). The evening's programming will continue until about 8pm. Programming will include:

- Two food trucks (Gnarly Bistro and Roolz Vending);
- Kids programming – oversized games (Jenga, Scrabble, etc.);

- 4 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for kids crafts;
- 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for *Digital Creator North* display table;
- Kids game activity;
- 1 x 12'x12' performance stage with 6" riser for live musical and theatrical performances, plus 10 x folding chairs in front of stage;
- 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for food vendor Vibe Eatery & Juice Co.
- 5 x 10'x10' canopy tents, each spaced several feet apart, each with 4 x 6-foot-long tables and 8 x folding chairs for a "Makers Market" – vendors selling locally made crafts;
- 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for local craft vendor;
- 8 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent – extra seating for Elliott's Ice Cream shop;
- 20 x folding chairs, 3 x 6-foot-long table under 2 x 10'x10' canopy tents – seating for City Meat Market. City Meat Market will have a BBQ on the sidewalk in front of their store;
- 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for Youth Odena community art project.
- 1 x 12'x12' performance stage with 6" riser for live musical and theatrical performances, plus 10 x folding chairs in front of stage;
- 1 x large vinyl backdrop banner for "photo booth." (collectively referred to as the "Programming").

## **ANALYSIS**

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The Licence Agreement confirms that the Licencee has permission to set up the structures (tables, chairs, tents, etc.) referenced previously and conduct the Programming, at its sole cost, expense and liability at the locations identified in Schedule "A" to the Licence Agreement. The Licence Agreement confirms the times for the Event, including set up and clean-up.

The Licence Agreement further contains indemnification clauses such that the Licencee shall be responsible for any costs, expenses and liabilities that in any way result from the Event. The Licence Agreement requires the Licencee to maintain insurance, while also naming the City as "Additional Insured".

Furthermore, the Licence Agreement contains a provision that permits the City and/or Emergency Personnel to remove any portion or the entirety of the Event, including structures and Programming if, at the sole discretion of the City and/or Emergency Personnel, access to any portion of Queen Street East is required for same.

Lastly, given the Event's festivities, the Licencee has requested an exemption from the City's Noise By-law.

**FINANCIAL IMPLICATIONS**

There is no significant financial impact associated with this matter.

**STRATEGIC PLAN / POLICY IMPACT**

No impact on strategic plan.

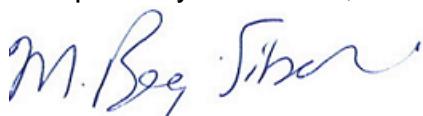
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2017-178 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval; and

By-law 2017-189, being a by-law to amend Noise Control By-law 80-200 to exempt from the By-law the Downtown Heritage Block Party on September 29, 2017 also appears elsewhere on the agenda and is recommended for approval.

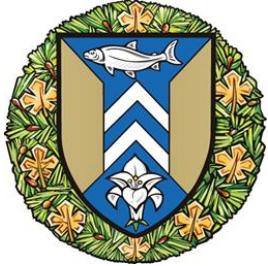
Respectfully Submitted,



Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel

MBS/hh

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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Zoning – 267 Cathcart Street – OMB

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#### PURPOSE

The purpose of this report is to advise Council that the Ontario Municipal Board has set a hearing date regarding the zoning application made by 1188061 Ontario Limited and the subsequent appeal filed by Irma Giovannatti-Bre.

#### BACKGROUND

City Council passed By-laws 2016-176 and 2016-177 on October 24<sup>th</sup>, 2016. The purpose of By-law 2016-176 & 2016-177 was to change the zone designation of 267 Cathcart Street from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception” to permit, in addition to those uses permitted in an R3 zone:

1. Not more than sixteen (16) dwelling units to locate within the existing building.
2. The ground floor of the existing building to be utilized for commercial purposes as part of ‘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.

As required by the *Planning Act* notice was sent to all residents within 120m from the subject lands.

#### ANALYSIS

Zoning – 267 Cathcart Street - OMB  
2017 09 25  
Page 2.

An appeal of this decision was filed by Irma Giovannatti-Bre to the Ontario Municipal Board. The Ontario Municipal Board has set a hearing date of Tuesday, November 21, 2017 at 10:00 a.m. setting aside one day for the hearing. The Legal Department will represent the City at the hearing.

### **FINANCIAL IMPLICATIONS**

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

### **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

It is recommended that Council accept this report as information.

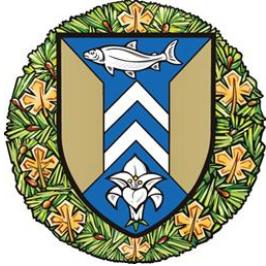
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/hh

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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Adam Shier, Risk Manager

**DEPARTMENT:** Legal Department

**RE:** Municipal Insurance Program - RFP

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#### PURPOSE

This report is in response to the Resolution passed by City Council on September 11, 2017 as follows:

“Resolved that the report of the Risk Manager dated 2017 09 11 concerning Municipal Insurance Program be received and that Council direct the Legal Department to prepare a request for proposal for the City’s insurance provider, the City’s insurance policies and for adjusting services that are required from time to time for review and approval of Council”.

#### BACKGROUND

On September 11, 2017 City Council considered a report authored by the undersigned which recommended that:

“City Council authorize the Legal Department to prepare an RFP for the City’s insurance provider, the City’s insurance policies and for adjusting services that are required from time to time”.

In response, City Council passed the above noted Resolution and requested a draft of the RFP(s) be presented to Council for their review and approval.

#### ATTACHMENTS

Attached as Schedule “A” is a Draft Request for Proposal for Insurance Services and attached as Schedule “B” is a Draft Request for Proposal for Independent Claims Adjusting Services.

## **ANALYSIS**

The current agreement provided rate certainty for a period of 36 months from its inception in February of 2015. Given market competition and local economic pressures, it is advisable to ensure the community is receiving the best value possible for its related costs.

## **FINANCIAL IMPLICATIONS**

The financial implications to the 2018 operating budget for the provisions of insurance and adjusting services will not be known until the Request for Proposal is awarded. An estimate will be provided in the 2018 preliminary budget.

## **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That City Council approve the attached RFP's and direct Purchasing to proceed with issuance of same.

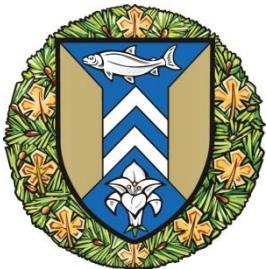
Respectfully submitted,



Adam Shier  
Risk Manager

AS/da  
Attachments

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



*Corporate Services  
Finance Department  
Purchasing Division*

*Tim Gowans  
Manager of Purchasing*

## **Request for Proposal**

### **General Insurance Services for the City of Sault Ste. Marie**

#### **SECTION 1**

##### **INFORMATION TO PROPONENTS**

###### ***1.1 Introduction***

The City of Sault Ste. Marie is requesting proposals for Insurance Services from qualified Insurance Brokers, or other providers of Municipal Insurance, licensed in the Province of Ontario. Firm pricing is required for three (3) years commencing February 28, 2018. Longer time periods may be considered during Proposal evaluation; details must be provided in the Proposal submission.

The City reserves the right to extend the Contract on a yearly basis upon mutual agreement. The City also reserves the right to terminate the agreement at anytime at its sole discretion with 30 days written notice.

###### ***1.2 Date and Place for Receiving Proposals***

All proposals must be sealed in an envelope properly marked as to contents (“**Proposal for General Insurance Services for the City of Sault Ste. Marie – File # 2017LGL-01-P**”) and delivered to:

**The City of Sault Ste. Marie  
Attn: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

**Date: Friday, November 17, 2017  
Time: 4:00 p.m., local (Eastern) time**

Late Proposals will not be accepted. Proposals received after the time for closing will be returned unopened at the Proponent’s expense.

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

***1.3 Errors, Omissions, Clarifications***

While the City has used considerable efforts to ensure an accurate representation of information for the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email** to Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).

**Important:** All questions and requests for clarification must be submitted by 12:00 noon; local time (Eastern), Friday, November 3, 2017.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email [t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca).

Proposals should be limited to twenty (20) pages, single sided including appendices; excluding the Letter of Introduction.

***1.4 Withdrawal of Proposal***

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

**Request for Proposal (cont'd)**  
**General Insurance Services for the City of Sault Ste. Marie**

### **1.5 Informal Proposals**

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

### **1.6 Proposal Evaluation**

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. An evaluation committee will be used in the selection process.

#### **Requirements:**

- 1) Proponents must possess extensive experience with accounts as large and complex as the City's. Proponents must offer a wide range of services and expertise. Further details appear in Paragraph 2.3 – Proponent's Qualifications.
- 2) Proposals should include details and provide relevant references (minimum of 3) including Contact Names.
- 3) Proposal must address all requirements stated in Section 2 – Terms of Reference of the RFP.
- 4) Proposal must include a detailed schedule recognizing critical deliverables, progress meetings and timelines – demonstrating commitment to completion of the placement of all required General Insurance Policies effective February 28, 2018; 12:01 am.
- 5) Proposal must include a schedule detailing Cost of Services, Schedule of Fees and Cost of Premiums as outlined in Paragraph 2.6 of Section 2 - Terms of Reference of the RFP. HST is extra.
- 6) Five (5) copies of the complete proposal submission must be received plus one (1) complete copy in electronic format (USB Key or CD/DVD).
- 7) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of requirements and criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the requirements and criteria are listed does not indicate the weighting of the evaluation.

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

**To assist in evaluation of the Proposals submitted, the City may elect to conduct interviews (only as required) with one or more Proponents at its sole discretion. Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process.

**IMPORTANT:** The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

***1.7 Conditions and Requirements of Work***

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to [a.iacoe@cityssm.on.ca](mailto:a.iacoe@cityssm.on.ca).

The successful proponent shall maintain during the term of the contract, comprehensive general liability insurance subject to limits of not less than \$10,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The comprehensive general liability insurance shall include insurance of:

- premises and operations liability,
- product or completed operations liability,
- written contractual liability,
- cross liability,
- contingent employer's liability,
- personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution,
- libel, slander or defamation of character,
- invasion of privacy,
- wrongful eviction or wrongful entry, and
- liability with respect to non-owned licensed motor vehicles.

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

Errors and Omissions liability insurance in an amount not less than \$10,000,000.00 per occurrence shall be maintained during the term of this contract.

A Certificate of Insurance showing proof of the above insurance coverage shall be provided to the City prior to the commencement of the work. With respect to the Comprehensive General Liability policy, the City is requesting to be included as an additional insured.

**Any deviations from the above insurance requirements must be included in your proposal.**

***1.8 Proposal Left Open***

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

***1.9 Schedule***

- (A) Release of RFP: September 28, 2017
- (B) Last Date for Questions & Clarifications: November 3, 2017 (noon)
- (C) Submission of Proposal: November 17, 2017
- (D) Recommendation of Award: January, 2018
- (E) Notification of Award: late January, 2018
- (F) Commencement of Services: late January, 2018 (or sooner)
- (G) Placement of Coverage: February 28, 2018; 12:01 am

The City reserves the right to alter the scheduling of items "D" to "G". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

***1.10 Incurred Costs***

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**1.11 Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

**1.12 Confidentiality & Post-Award Comment**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

**1.13 Municipal Freedom of Information & Protection of Privacy Act**

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

**1.14 Indemnification**

The successful Proponent shall indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, causes of action, loss, costs or damages that the City may suffer, incur or be liable for, resulting from the proponent's negligent acts or omissions in connection with the contract.

The rights to indemnity contained in this section shall survive any termination of the contract, anything in this contract to the contrary notwithstanding.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**1.15 Agreement for Services**

The City Purchase Order issued, the Proposal submitted by the successful Proponent, and the RFP as issued and amended shall constitute the Agreement for this engagement.

**1.16 Market Access**

***Important: If a Proponent is deemed to be blocking market access, the City may exclude the Proponent from consideration during this RFP process.***

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

## **SECTION 2**

### **TERMS OF REFERENCE**

#### **2.1 Purpose**

The City of Sault Ste. Marie requests qualified firms interested in providing a proposal for insurance services to:

- submit an insurance proposal for the City of Sault Ste. Marie based on information provided in this RFP,
- provide advice and guidance with respect to corporate insurance requirements,
- provide specific recommendations on policies and coverage,
- provide marketing and placement of insurance policies,
- provide risk management services as required.

The successful firm will act as the City's broker that will market and place the municipal insurance program and may assist with commercial insurance and with related risk management services. Preference will be given to firms with municipal or other public agency insurance handling experiences. Consideration will also be given to firms with experience handling large, diverse and complex commercial accounts.

#### **2.2 Background**

As the third largest municipality in Northern Ontario serving a population of 75,000, the City of Sault Ste. Marie has insurance related operations and provisions, including:

- in-house insurance and risk management services,
- external insurance adjuster services to handle approximately 200 claims per annum,
- external insurance broker services to handle recommendation of insurance services and provisions as well as risk transfer and risk finance alternatives;
- insurance provider services to protect various City assets and liability exposures,
- assets and liabilities usual to a community-minded municipality, including, but not limited to:
  - Civic Centre (City Hall),
  - Diversified and multiple Leisure & Citizen Services Centres,
  - Transit Services,
  - Police, Fire and Emergency Medical Services,
  - Leased & owned buildings, furnishings, computer and other equipment with values in excess of \$288,000,000.00.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

The City's Risk Management Section pro-actively manages the insurance portfolio, claims administration, risk management issues and related activities. Insurance and Risk Management is a Section of the Legal Department and has been in place since 2016. It is dedicated to effectively and cost-efficiently providing insurance and risk management program management for the following including but not limited to:

- Emergency Services (Fire and Land Ambulance),
- SSM Departments, Boards and Public Entities,
- Community Services, including Citizen and Leisure Services,
- Planning and Economic Development,
- Sault Ste. Marie Police Services Board,
- Infrastructure Service.

Examples of services provided by the City and Boards are:

- Construction and maintenance of streets and sidewalks,
- Solid waste disposal,
- Construction and maintenance of recreation facilities (e.g. arenas, community centres, pools, baseball and soccer fields, etc.),
- Recreation and Leisure programming,
- Building plans examination and inspection.

### ***2.3 Proponent's Qualifications***

#### ***2.3.1 Broker Qualifications:***

Firms that meet the following criteria will be considered by the City:

- a) the brokerage firm responding must be licensed in Ontario as insurance brokers by and in good standing with RIBO,
- b) the firm must demonstrate an ability to perform insurance broker services to full professional standards in conformity with provincial requirements and the City's expectations,
- c) the firm must have the ability to understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc...,

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

- d) the firm must have qualified lead individual with demonstrated abilities to manage the City's account and an understanding of the City's philosophy on accepting and transferring risk,
- e) the firm employs stewardship reporting including review of services performed, achievements and opportunities for improvement,
- f) the firm must have the expertise and resources available locally sufficient to deliver information, reports, certificates and other services in an expeditious manner to the satisfaction of the City.

**2.3.2 Managing General Agent (MGA):**

Brokers using the services of a Managing General Agent (MGA) must demonstrate that the MGA meets the following qualifications:

- a) the MGA must be licensed to operate in Ontario,
- b) must utilize Insurance Companies that are licensed to operate in Ontario and have demonstrated financial stability and longevity insuring municipal risks,
- c) must have claims settlement authority or an established Third Party Claims Administrator with the ability to settle losses in excess of the deductibles and offer claims advice and understand specialized policy wordings / coverage and have knowledge and understanding of various Acts that affect the Corporation such as municipal, environmental, drainage, etc....,
- d) resources must be offered to the City for access to specialists within the organization or within the resource network for such issues as claims handling, loss control and exposure mitigation,
- e) demonstrates industry sector best practices,
- f) must provide claims run, claims data specific to claims experienced by the City of Sault Ste. Marie on request or on a reporting basis as agreed to by the City.

**2.3.3 Risk Identification/Management**

Proponents are expected to be pro-active and work with the Risk Manager in the area of risk identification and management. Occasionally, representatives may be requested to participate in seminars to employees to emphasize the importance of risk management and to assist the Risk Manager, (when requested) with the implementation of risk management practices in their working environment.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

#### **2.3.4 Meetings and Subsequent Assistance**

Proponents must attend such meetings as are called to discuss their work and reports and shall provide such information as requested to keep the Risk Manager current with the progress of any claims and to resolve any concerns or questions regarding particular claims or claims handling practices.

#### **2.3.5 Persons Assigned to the Account**

The brokerage staff member or representatives assigned to the account are to be those originally proposed by the proponent. Any subsequent changes to brokerage personnel are to be reviewed and approved by the Legal Department.

#### **2.3.6 Performance Reviews and Insurance Services Audit**

Annual performance appraisals may be conducted by the City. The appraisals will examine and track a number of indices which relate to the effectiveness of insurance services provided. These indices may include:

- effectiveness of resources requested and advisements offered during the current term,
- any issues of inaccuracies whether finalized or ongoing during the current term,
- review endorsements, additions or deletions from current term,
- approach to changing risk profile and review of specific options/solutions/review any account team changes,
- effective resolution or mitigation of disputes and conflicts between other parties during the administration of the program,
- the identification of any weakness in the current program and recommendations of applicable resolve,
- reviews and advices on loss control recommendations,
- recommending, negotiation and implementation of new products and services that enhance the insurance program,
- facilitating exchange of information among carriers, adjusters, lawyers,
- manages program calendar and open issues list to include key deliverables, renewal plan, meetings and premium audits, and program milestones,
- effectiveness of provision of certificates of insurance,
- correctness of proposals, reports and other documents requested by the City,
- maintaining confidentiality,
- efficient use of information technology,
- keeping abreast of risk management and municipal insurance industry activities and trends,

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

- market responses are of high quality and are thoroughly reviewed and presented to the City in a clear and consistent manner,
- providing claims handling advocacy.

The firm shall provide all claim results requested by the City. There shall be no charge to provide this information.

**2.4 Scope of Work**

**2.4.1 Broker Services**

The City insurance program is diverse in complexity and needs and will require the broker to work with and adapt to a variety of conventional insurance means as well as risk alternative options available to municipalities.

The firm must have the ability to market, negotiate and liaise with the various insurance providers as would be necessary to fulfill the mandate of services.

The firm must recognize the services to be provided to the City are first and foremost. Conflicts of interest may arise due to the needs of other clients and/or companies contracted by the specifically assigned brokers or representatives, as well as the firm.

The assigned brokers or representatives and firm must guarantee that advice and guidance provided is solely in our best interests.

Property/casualty insurance broker services for the City include, but are not limited to:

- marketing and binding all insurance coverage on behalf of the City, subject to the approval by the City; and providing the City with all such documents and policies in a timely manner,
- preparing for such marketing by evaluating retention levels and coverage needs; preparing annual marketing strategy reports for the City, identifying anticipated market conditions (including but not limited to available coverage, terms, conditions and pricing); conducting pre-marketing meetings with the City to discuss insurance wordings and marketing strategies; arranging for face to face meetings between the City and the City insurers where beneficial to the interests of the City; and making recommendations to the City on the insurance program to optimize coverage and costs,
- evaluating the commitment and financial capacity of insurers,

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

- servicing past and existing insurance policies, and new ones placed, including reviewing policy wordings for appropriate content and accuracy; co-operating in the handling of claims covered by policies in force during the duration of the Contract,
- providing all insurance consultation services, including, but not limited to, responding to day to day requests from the City for information and advice; and having skilled, qualified and knowledgeable staff available to respond in a timely manner to telephone inquiries during business hours,
- providing certificates of insurance on an as-required basis within two business days, unless urgent, in which case they will be provided on the same day,
- provide the production and maintenance of accurate and up to date insurance summaries for each insurance policy,
- researching past and current policies, providing opinions on wordings and coverage, and assisting in contacting the appropriate carriers,
- assisting as required, in expediting claims with City insurers,
- assisting as required, in assessing the City's capacity to retain loss, optimal deductible levels, cost of insurance allocation process and loss financing to City departments,
- meeting with City representatives as requested from time to time on matters involving insurance, loss prevention and similar considerations; and generally attending meetings or making reports and recommendations on as-required basis, and supporting departmental risk management initiatives,
- assisting as and when required with risk identification, evaluation and retention exercises,
- the firm must demonstrate how it would source the best combination of price and insurance coverage,
- provides periodic reports, publications, or access to Web site information advising the City on industry activities and trends,
- within the first quarter of each year reports to the City the trending renewal premiums and market conditions for the municipal sector,
- suggest changes in retention, limits, and coverage as dictated by market conditions,
- provide limit and price benchmarking data with all markets and renewal efforts,
- provide education to the City,
- must secure broad coverage at competitive and reasonable costs with appropriate markets.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

## **2.4.2 Broker Requirements**

### **A) Annual Schedule**

The firm and the lead broker will prepare and deliver at least sixty (60) days prior to renewal:

- a general report outlining market conditions and trends, update of financial stability and ratings of insurance providers,
- renewal premiums with details and explanation for any changes in pricing, coverage, terms and conditions,
- proposed renewal strategy and any recommended changes to policies, terms and conditions,
- details regarding changes to policies, terms and conditions imposed by the insurer,
- review existing coverage in relation to new business activities, identify and evaluate potential exposures to risk, and recommend appropriate coverage or risk management activities.

### **B) Risk Identification/Management**

The proponent is expected to be pro-active in the area of risk identification and management. As well, on occasion, they may be expected to assist with seminars to employees to emphasize the importance of risk management and to assist them with the implementation of risk management practices in their working environment.

### **C) Meetings and Subsequent Assistance**

The broker must attend such meetings as are called to discuss their work and reports and shall provide such information as requested to keep staff current with the progress of insurance policy provision and to resolve any concerns or questions regarding particular coverage or risk management practices.

### **D) Computerized Information Management**

The Proponent must be able to provide to the City documents by electronic transfer. The bidder must also maintain a back-up system to ensure against loss of information, as well as provide safeguards to secure the City's information.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**2.5 Proposal Content**

**2.5.1** The Proposal shall be prepared based on the information outlined in Section 3 - Appendix.

**2.5.2** The following shall be addressed within the Proposal as submitted and will comprise a portion of the evaluation criteria.

- a) claims handling process by the insurer and/or MGA, insurer financial rating, insurer or MGA additional services provided,
- b) broker designated personnel assigned, including lines of authority and public sector experience,
- c) relevant educational background,
- d) specialized skills training,
- e) brokerage public sector experience/references,
- f) philosophy and specifics for promulgation, negotiation and maintenance of insurance coverage and contracts,
- g) ability to provide and deliver on the specific Scope of Work in a professional and diligent manner,
- h) cost of proposed insurance coverage.

In addition, the following must be fully addressed within the Proposal as submitted and will also comprise a portion of the evaluation criteria.

**2.5.3 Experience and Services of Insurer and/or Managing General Agent (MGA)**  
**(This section is intended to be completed by the insurer or MGA however; the broker may elect to answer these questions on their behalf.)**

**A) Provide a brief description of your firm, including the following:**

- profile of the Insurer and/or MGA firm, including the correct name and address under which the firm carries on business,
- the number of years that your organization has provided insurance coverage to municipal clients,
- the size of the organization nationwide and/or worldwide, and a description of the types of clients written,
- the number of municipal accounts written in Canada,
- identify three accounts of similar size to that of the City of Sault Ste. Marie insured by your organization,
- describe the municipal claims process and describe the settlement authority for losses above and below the SSM deductible,
- identify markets used to underwrite the various policies quoted and their most current financial rating,

***Request for Proposal (cont'd)***

***General Insurance Services for the City of Sault Ste. Marie***

- describe services offered to the City of Sault Ste. Marie in addition to the provision of insurance coverage and claims service including:
  - Identify seminars available, to be provided in the City of Sault Ste. Marie and outside the City of Sault Ste. Marie along with any associated costs,
  - Identify any availability for a representative of the City of Sault Ste. Marie to participate in a client forum,
  - Identify risk management services provided and any costs associated with the risk management services,
  - Identify and further benefits or services provided not included above, and any costs associated with these services.

**B) Administration of Claims**

1. Provide details of how your company handles the settlement of claims and how the authority for settlement is managed for:
  - All Property and Casualty claims falling below the SSM deductible,
  - All Property and Casualty claims settling above the SSM deductible,
  - Automobile claims with settlement falling below the SSM deductible,
  - Automobile claims with expected settlement above the SSM deductible.

A description of this process describing an example from the start of the claim to completion would be appreciated.

2. Describe your procedure for Police claims involving both abuse and assault and battery allegations against officers.
3. Does your firm subcontract to a third party claims administrator? If so, are any costs or fees of this administrator charged to the municipality for this service? If so, please estimate the yearly costs of this service for SSM based on the claims information provided in schedule B. (Note: These estimated, additional costs will be added to the premium presented by the proponent in the calculation of the total cost of insurance for the purpose of this RFP.)

**C) Communication**

Provide a description of:

- the means by which you would keep abreast of the City's activities, exposures and ongoing needs,

**Request for Proposal (cont'd)**  
**General Insurance Services for the City of Sault Ste. Marie**

- the method and frequency by which information relevant to the City, i.e. market changes would be communicated.

**D) Occurrence and Claims Made Forms**

Please indicate for each of the following policies:

Coverage	Form	Retro date
Municipal E&O	Claims Made Form	Unlimited
Environmental Liability	Claims Made Form	Unlimited
Abuse/Molestation	Claims Made Form	1-June-2011
Medical/Malpractice	Occurrence Form	15-November-1993
General Liability	Occurrence Form	none

- list the above coverage and what form of policy you will be offering (Claims Made or Occurrence),
- indicate any applicable retro-dates for your Claims Made policies,
- if you provide a policy listed above that is written on an Occurrence basis and the same SSM policy is currently written on a Claims Made basis; indicate the costs to purchase a tail policy to cover the gap and indicate the duration of years that the tail policy will provide coverage.

**E) Policy Cancellation and Extension**

Provide your procedure for cancellation of the policies by the City of Sault Ste. Marie by indicating:

- If there is a policy cancellation fee, describe the application of that fee in detail (pro-rated, flat fee, short cancellation fee),
- Indicate days of notice required by the City of Sault Ste. Marie to cancel the entire insurance program,
- If different cancellation rules apply to different policies within the overall insurance program, please describe these differences.

With respect to a request by the City of Sault Ste. Marie for an extension of coverage beyond the expiry date of the policy:

- Describe the procedure and how the extension premium costs are determined. Is the extension rated based on the current policy or is it rated based on the premium expected in the new term?

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**2.5.4 Experience of Brokerage**

Provide a brief description of your firm, including the following:

- provide a copy of your RIBO operating license,
- profile of the brokerage firm, including the correct name and address under which the firm carries on business,
- the size of the firm nationwide and/or worldwide, and of the particular office directly handling this account, in terms of people and businesses,
- the business carried out by the brokerage in terms of classes of business, types of insurance marketed, and other services offered,
- affiliation with national or large size underwriters and insurers, including any specialty markets, contracted services, etc.,
- years of experience the firm has in providing the identified services to similar municipal, non-profit or corporate clients,
- other than described in question 9.1, describe the brokerage's role in the claims process,
- describe all additional services available (include any associated costs) that are provided by the brokerage that are of benefit to the City of Sault Ste. Marie,
- Provide the contact names and telephone numbers of three existing municipal or public entity clients.

**2.5.5 Experience of main individual responsible with managing this account**

Provide:

- the name and qualifications, RIBO registration number, certifications and experience of the individual who is responsible with managing this account, including any and all experience with risk management, large accounts and unique coverage,
- associations memberships, board or like memberships,
- details of your business plan for marketing and servicing the SSM account ,
- confirm your abilities to deliver the requirements as described in the RFP,
- an outline of services typically provided by the lead person and the service philosophy and time lines in managing this type of account,
- details of your ability to assist the City with claims negotiations with insurers,
- details of any special expertise or experience that you may have in providing services to the City that is not requested above, including the range of services available.

Also Provide:

- an assessment of the current conditions of the insurance marketplace,
- details of anticipated changes in the marketplace expected in both the short term (next 12 months) and the long term,
- opinion and outline of any risk financing options and alternatives open to municipalities,

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

- describe the means by which you would keep abreast of the City's activities, exposures and ongoing needs,
- the method and frequency by which information relevant to the City, i.e. market changes would be communicated.

Annual Marketing Strategy and Stewardship reports are required:

- Identify the dates on which they will be received each year,
- As applicable, identify any other reports that would be beneficial to the City, and their cost - if any.

#### **2.5.6 Expertise of other brokerage personnel**

Provide:

- a complete description and/or organizational chart showing the structure of staffing and lines of authority for the key personnel to be used in providing the services, including account executives, marketing and underwriting personnel and others who would interact with the City,
- the names and qualifications, certifications and experience of the individuals who would be assigned to the account, including any and all experience with municipal or non-profit risks,
- associations memberships, board or like memberships,
- indicate the individual(s) who will be directly in charge of the SSM account, in the absence of the main individual (described in question 2.5.5) and their qualifications, education and work experience related to municipal or non-profit accounts,
- names of any subcontractors or agents (other than employees) proposed to be used, including details of services to be contracted.

#### **2.5.7 Required Coverage** (details of existing coverage are provided in Section 3 - Appendix)

- Liability coverage (including any excess or umbrella coverage),
- Property coverage (including all casualty coverage),
- Fleet (all vehicles),
- Accident policies.

#### **2.5.8 Copy of Insurance Policies**

Provide one (1) complete copy of all your policy wordings and endorsements that are referenced in your proposal requested in Section 3 – Appendix.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**2.5.9 Recommendations**

Provide any cost saving initiatives, recommended changes, or additional coverage recommendations as requested in Section 3 - Appendix.

**2.5.10 Cost of Services, Schedule of Fees, & Cost of Premiums**

**The total Premium must be broken down by coverage type as outlined in Section 3 - Appendix.**

**Proponents shall provide a schedule of services that would be included within the annual fee. HST is extra.**

**2.5.11 Independent Adjuster**

The City of Sault Ste. Marie is currently undergoing a Request for Proposals process for independent claims adjusting services. The City reserves the right to select a qualified firm to handle claims on its behalf.

**2.6 Important Note**

The successful Proponent may not assign the whole or any part of the resulting contract without the prior written consent of the City.

***Request for Proposal (cont'd)***  
***General Insurance Services for the City of Sault Ste. Marie***

**SECTION 3**

**Appendix**

**Additional information required to submit a Proposal may be found at the following web link**

**[www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx](http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx)**

**This includes:**

Schedule A – Summary of Coverage and Limits for SSM

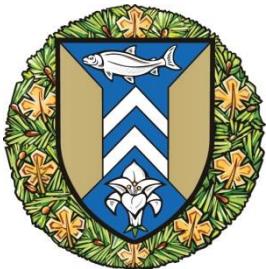
Schedule B – SSM Claims History

Schedule C – Schedule of All Property

Schedule D – Schedule of All Fleet Vehicles

**Completion of this section is waiting on Legal to provide complete data.**

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



*Corporate Services  
Finance Department  
Purchasing Division*

*Tim Gowans  
Manager of Purchasing*

## **Request for Proposal**

### **Independent Claims Adjusting Services for the City of Sault Ste. Marie**

#### **SECTION 1**

##### **INFORMATION TO PROPONENTS**

###### ***1.1 Introduction***

The City of Sault Ste. Marie is requesting proposals for independent claims adjusting services from qualified Insurance Adjusting Companies, licensed in the Province of Ontario. Firm pricing is required for three (3) years commencing February 28, 2018. Longer time periods may be considered during Proposal evaluation; details must be provided in the Proposal submission.

The City reserves the right to extend the Contract for up to an additional two (2) years upon mutual agreement. The City also reserves the right to terminate the agreement at anytime at its sole discretion with thirty (30) days written notice.

###### ***1.2 Date and Place for Receiving Proposals***

All proposals must be sealed in an envelope properly marked as to contents (“**Proposal for Independent Claims Adjusting Services for the City of Sault Ste. Marie – File # 2017LGL-02-P**”) and delivered to:

**The City of Sault Ste. Marie  
Attn: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

**Date: Friday, November 17, 2017  
Time: 4:00 p.m., local (Eastern) time**

Late Proposals will not be accepted. Proposals received after the time for closing will be returned unopened at the Proponent’s expense.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

***1.3 Errors, Omissions, Clarifications***

While the City has used considerable efforts to ensure an accurate representation of information for the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email** to Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).

**Important:** All questions and requests for clarification must be submitted by 12:00 noon; local time (Eastern), Friday, November 3, 2017.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email [t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca).

Proposals should be limited to twenty (20) pages, single sided including appendices; excluding the Letter of Introduction.

***1.4 Withdrawal of Proposal***

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

***1.5 Informal Proposals***

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

***1.6 Proposal Evaluation***

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. An evaluation committee will be used in the selection process.

***Requirements:***

- 1) Proponents must be duly licensed Insurance Adjusting Companies possessing extensive experience with accounts as large and complex as the City's. Proponents must offer a wide range of services and expertise.
- 2) Proposals should include details and provide relevant references (see Experience of Proponent Company paragraph) including Contact Names.
- 3) Proposal must address all requirements stated in Section 2 – Terms of Reference of the RFP.
- 4) Proposal must include a schedule detailing Fees, as outlined in Paragraph 2.6 of Section 2 - Terms of Reference of the RFP. HST is extra.
- 5) Five (5) copies of the complete proposal submission must be received plus one (1) complete copy in electronic format (USB Key or CD/DVD).
- 6) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of requirements and criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the requirements and criteria are listed does not indicate the weighting of the evaluation.

**To assist in evaluation of the Proposals submitted, the City may elect to conduct interviews (only as required) with one or more Proponents at its sole discretion. Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process.

**IMPORTANT:** The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

***1.7 Conditions and Requirements of Work***

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to [a.iacoe@cityssm.on.ca](mailto:a.iacoe@cityssm.on.ca).

The successful proponent shall maintain during the term of the contract, Comprehensive General Liability and professional insurance subject to limits of not less than \$10,000,000.00 inclusive per occurrence.

Errors and Omissions liability insurance in an amount not less than \$10,000,000.00 per occurrence shall be maintained during the term of this contract.

A Certificate of Insurance showing proof of the above insurance coverage shall be provided to the City prior to the commencement of the work. With respect to the Comprehensive General Liability policy, the City is requesting to be included as an additional insured.

**Any deviations from the above insurance requirements must be included in your proposal.**

***1.8 Proposal Left Open***

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**1.9 Schedule**

- (A) Release of RFP: September 28, 2017
- (B) Last Date for Questions & Clarifications: November 3, 2017 (noon)
- (C) Submission of Proposal: November 17, 2017
- (D) Recommendation of Award: January, 2018
- (E) Notification of Award: late January, 2018
- (F) Commencement of Services: February 28, 2018 (or sooner)

The City reserves the right to alter the scheduling of items "D" to "F". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

**1.10 Incurred Costs**

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

**1.11 Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

**1.12 Confidentiality & Post-Award Comment**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

***1.13 Municipal Freedom of Information & Protection of Privacy Act***

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

***1.14 Indemnification***

The successful Proponent shall indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, causes of action, loss, costs or damages that the City may suffer, incur or be liable for, resulting from the proponent's negligent acts or omissions in connection with the contract.

The rights to indemnity contained in this section shall survive any termination of the contract, anything in this contract to the contrary notwithstanding.

***1.15 Agreement for Services***

The City Purchase Order issued, the Proposal submitted by the successful Proponent, and the RFP as issued and amended shall constitute the Agreement for this engagement.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

## **SECTION 2**

### **TERMS OF REFERENCE**

#### ***2.1 Purpose***

The City requests Proposals from qualified firms interested in providing independent claims adjusting services. The types of claims that may be assigned to the successful proponent include, but are not limited to: property damage, bodily injury, business interruption, professional liability, environmental, crime, and automobile. The term of the appointment will be for up to three (3) years with a possible extension at the City's discretion for up to an additional two (2) years. The City also reserves the right to terminate the agreement at anytime, at its sole discretion, on providing thirty (30) days written notice.

#### ***2.2 Background***

The City of Sault Ste. Marie takes a proactive approach to claims handling. We have an experienced and well organized claims and legal department that is committed to treating all claims made against the City fairly and promptly. We consider our independent claims adjuster to be an integral part of this process. We have assets of almost 300 million dollars, an annual budget of \$175 Million, cover a very large geographic area, and have operations that are complex and diverse. The City's independent claims adjuster must have significant experience with accounts as large and complex as ours, and offer a wide range of services and expertise.

The City's Risk Management Section pro-actively manages the insurance portfolio, claims administration, risk management issues and related activities. Insurance and Risk Management is a Section of the Legal Department and has been in place since 2016. It is dedicated to effectively and cost-efficiently providing insurance and risk management program management.

Further information concerning the City's Claims History can be found in Section 3 – Appendix of this RFP.

#### ***2.3 Proponent's Qualifications***

Proponents must be qualified Insurance Adjusting Companies, licensed in the Province of Ontario. Proponents shall supply detail as requested in the Experience of Proponent Company paragraph.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**2.4 Scope of Work**

The City of Sault Ste. Marie invites proposals for the provision of the following independent claims adjusting services to include, but not limited to:

- 1 Adjustment, and/or negotiation, and/or investigation, and/or settlement, and/or damage assessment of claims against the City on a task assignment basis,
- 2 Skilled and knowledgeable staff that are available 24 hours a day, 365 days a year for services, including but not limited to, claim reporting, after hours visits to scenes of loss, respond to telephone enquiries, and after hours emergency response,
- 3 Initial reports will be required within 24 business hours, subsequent reports every 30 days. We prefer a concise and brief report style and will want the successful proponent to work with us to develop a report format that is suitable to us,
- 4 Claims Management. Where the City has claims with its insurers, the adjuster will be expected to assist with expediting the claims, including any research required,
- 5 The City is currently insured with JLT. Please describe any prior and/or existing experience with them and other municipal insurers,
- 6 Attend meetings as required with City staff, and others as may be required from time to time by the City,
- 7 Describe what resources will be available for seminars and information sessions for City employees and others that the City may want to include,
- 8 If applicable, describe your company's on-line claims service and capability and any related fees. What services will be available to the City, for example, on-line claims reporting, on-line review of claim details, reports, photographs, reserves, correspondence, etc.,
- 9 An Annual Stewardship report is required to briefly describe the services provided in the past year and what to expect in the coming year. Identify the date on which this will be provided each year and provide a sample Table of Contents for this report, and any cost associated with preparing it,
- 10 Loss Control/Prevention Services. Describe what services you offer in this regard and related fees,
- 11 Emergency, Disaster Recovery and Business Continuity Assistance. Describe how your company can assist the City with these services including related fees,

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

- 12 In addition, the Proponent may propose any other related services that it believes may be beneficial and desirable to the City, and identify any additional costs associated with these services.

**2.5 *Proposal Content and Format***

Proposals are to be presented in the following format and are to be as concise as possible.

**Title Page**

Showing Proponent name, address, telephone number, and e-mail address of contact person(s).

**Table of Contents**

Include page numbers.

**Letter of Introduction/Executive Summary**

One page, introducing the proponent and summarizing the key features of the proposal, and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP.

**Experience of Proponent**

Provide a brief description of your firm, including the following:

- proof of being duly licensed insurance adjusting company in the Province of Ontario,
- a general statement of specialization and expertise,
- the size of the firm nation-wide (province-wide, whichever is applicable), and of the service office in terms of people and businesses,
- the business carried out by the service office and the firm nationwide (province-wide, whichever is applicable) in terms of types and volume of claims adjusted, and the other services offered,
- years of local experience in providing the identified services to similar corporate clients,
- a list of current and expired large accounts serviced locally, including the types of services provided for each,
- contact names, telephone numbers, and e-mail addresses of two existing clients and two former clients of the local office of a similar size and/or complexity to the City of Sault Ste. Marie (preferably accounts of a similar size/type).

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**Experience of Proponent**

Provide a brief description of your firm, including the following:

- an organizational chart showing the staffing and lines of authority for the key personnel to be used in providing the services,
- the name of the individual within your firm that is proposed to have overall responsibility for the City's account, the name of the alternate to that person, and their ability to access the capabilities of the firm,
- the names, education, certifications and qualifications (or resumes) of staff proposed to offer service to the City,
- association memberships, board or like memberships,
- experience these personnel have provided to local and regional governments,
- names of any subcontractors or agents (other than employees) proposed to be used, including details of services to be contracted.

**Service**

in this section please address the items listed in Paragraph 2.4 - "Scope of Work". Include recommendations for improvements to process, adoption of best practices, etc.

**Fees**

- provide your proposed fee structure including hourly rate, expense rates, any rate differences for different types of claims, and any other relevant fees and charges applicable to the services being offered,
- describe your billing practise including payment terms, and your policy on interim billing of open files,
- identify any taxes separately – HST, etc.

**Insurance:**

- provide proof and details of your company's Commercial General Liability and Errors and Omissions insurance coverage, minimum \$10 million.

**2.6 Fee Schedule**

**A fixed fee schedule must be provided for the duration of the three (3) year agreement. HST extra. Schedule must be prepared in accordance with "Fees" paragraph above.**

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**2.7 Important Note**

The successful Proponent may not assign the whole or any part of the resulting contract without the prior written consent of the City.

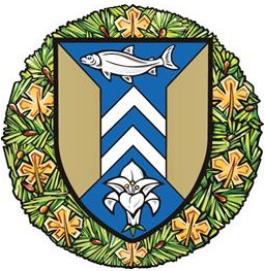
***Request for Proposal (cont'd)***  
***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**SECTION 3**

**Appendix**

**Completion of this section is waiting on Legal to provide 3 year Claims History.**

Approval Draft



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Donald B. McConnell, MCIP, RPP, Director of Planning

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Sourcewater Protection – Risk Management Official Designation

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#### PURPOSE

The purpose of this report is to recommend that Marlene McKinnon, Risk Management Inspector (RMI), be designated as Risk Management Official (RMO), in Peter Tonazzo's absence.

#### BACKGROUND

In March 2015 the Province approved the Sault Ste. Marie Area Source Protection Plan, under *The Clean Water Act, 2006*. The Municipality is responsible for implementing the Plan. The Planning Division was established as 'The Source Protection Office'.

As per the approved Plan and Clean Water Act, the municipality is required to have a Risk Management Official (RMO) and Risk Management Inspector (RMI).

On December 2, 2013 Council passed a resolution which among other things, appointed Senior Planner Peter Tonazzo as the Risk Management Official upon completion of the required training. Mr. Tonazzo completed the required training in February 2014.

On February 8, 2016 Council passed a Resolution appointing Marlene McKinnon, GIS Specialist with the Sault Ste. Marie Region Conservation Authority as Risk Management Inspector, upon completion of the required training. Ms. McKinnon completed the required training in March 2016.

#### ANALYSIS

Although Mr. Tonazzo and Ms. McKinnon have received the same training, under the Act, certain functions can only be completed by the Risk Management Official, such as approving risk management plans.

Sourcewater Protection – Risk Management Official Designation

2016 09 25

Page 2.

In the event of a conflict of interest or extended absence of the RMO, it is recommended that Council designate the Risk Management Inspector as Risk Management Official, in the absence of the Risk Management Official.

**FINANCIAL IMPLICATIONS**

There are no municipal financial implications associated with approving this recommendation.

**STRATEGIC PLAN / POLICY IMPACT**

Approval of the recommendation is related to the Service Delivery focus area of the Corporate Strategic Plan. Having an alternate will help in the service delivery of the Sourcewater Protection Program, by ensuring processes remain streamlined.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Director of Planning dated 2016 09 25 be accepted and that Council designate the Risk Management Inspector as the Risk Management Official, in the absence of the Risk Management Official.

Respectfully submitted,

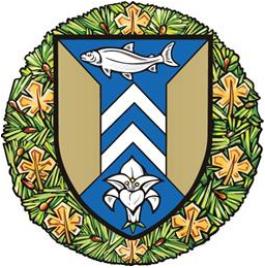


Donald B. McConnell, MCIP, RPP

Director of Planning

705.759.2780

[d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Mike Blanchard – Manager – Waste Management

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Landfill Caterpillar D6T Bulldozer Undercarriage Overhaul

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#### **PURPOSE**

The purpose of this report is to request Council's approval to use the Landfill Reserves to repair the Landfill 2007 Caterpillar D6T Bulldozer.

#### **BACKGROUND**

Approximately every three to four years, the Landfill 2007 Caterpillar D6T Bulldozer requires an undercarriage overhaul. The last overhaul of the D6T undercarriage occurred in 2014.

The Caterpillar D6T Bulldozer is essential to the operation of the City Landfill. It is used to spread cover to mitigate odours, compact refuse to reduce space, get cover from surface mining, and create necessary roads throughout the Landfill. This machine is a specialized machine for landfill use. It was originally purchased from Toromont, the Caterpillar Dealer in Sault Ste. Marie. Toromont currently performs a preventative maintenance contract for this machine and is recommended to be sole sourced as they are the only local dealer capable of undertaking Caterpillar Certified repairs.

The undercarriage of the Caterpillar D6T was originally planned to be repaired in 2018, but it is expected that it may completely fail before this time. The cover used at the City Landfill is mined on site, and contains a highly abrasive aggregate which lessens the life of its components. Mixed with the harsh corrosive nature of refuse, this leads to shortened component life of the undercarriage.

# Landfill Caterpillar D6T Bulldozer Undercarriage Overhaul

2017 09 25

Page 2.

## **ANALYSIS**

Details to be addressed in the overhaul of the Landfill Caterpillar D6T Bulldozer:

- Replace entire undercarriage with Caterpillar manufactured Extreme Service System;
- Replace all rollers, carriers, shoes;
- Replace seals for idlers and inspect components; and
- All labour to complete the task at the Certified Caterpillar Dealer – Toromont of Sault Ste. Marie.

## **FINANCIAL IMPLICATIONS**

Repairing the Landfill Caterpillar D6T Bulldozer undercarriage will extend the life of the machine for another three to four years of operation. At which time a new machine may need to be purchased. Estimated cost of a new machine is approximately \$450,000.00. The estimated cost to overhaul the undercarriage of the D6T is \$75,000.00 which is recommended to be allocated from the Landfill Reserves.

## **STRATEGIC PLAN / POLICY IMPACT**

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

## **RECOMMENDATION**

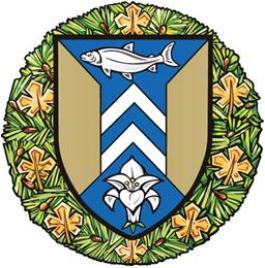
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager - Waste Management dated 2017 09 25 be received, and the recommendation that the Overhaul of the Landfill D6T Bulldozer Undercarriage be awarded to Toromont CAT, the local certified Caterpillar dealer, on a single source basis be approved; and furthermore it is recommended that City Council approve the expenditure of \$75,000.00 from the Landfill Reserves to be applied to the cost of this overhaul.

Respectfully submitted,



Mike Blanchard  
Manager – Waste Management  
705.541.7087  
[m.blanchard@cityssm.on.ca](mailto:m.blanchard@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Mike Blanchard – Manager – Waste Management

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Extension of Refuse Collection Contract

---

#### PURPOSE

The purpose of this report is to request Council's approval to extend the current Residential Refuse Collection Contract which expires June 29, 2018, by one year to June 29, 2019 to allow for analysis of costs and efficient collection methods. Council is also asked to approve the effort of our Waste Management Consultant to issue an RFP for future collection service beyond 2019.

#### BACKGROUND

On September 28, 2009 a report was presented to Council on the residential refuse collection contract. It is understood by staff that it is Council's decision to set the direction of the City with respect to refuse collection. The 2009 report presented the merits of an automated system of refuse collection which included reduced workplace injuries. There was a concern at the time for the costs that would be paid to implement an automated collection system due to the acquisition cost of specialized equipment, and the purchase of carts for each resident throughout the City.

It was therefore staff's recommendation in 2009 to accept the lower cost manual collection option as the selected method of collection by City Council. Requests for Proposals were submitted by three contractors with the result that Municipal Waste and Recycling Consultants (MWRC) were awarded the contract commencing January 01, 2010 for an eight-year period ending June 29, 2018. This contract included a clause for an option to extend the current contract at the City's discretion.

At this time, it is recommended to extend the current Refuse Collection Contract to June 29, 2019 to allow the City's Waste Management Consultant; AECOM, to complete an analysis of collection methods, and prepare a Request for Proposal (RFP) to commence a new contract that would begin beyond the one year extension. It is recommended that AECOM be single sourced for this work as

they are the City's waste management consultant and have expertise concerning refuse collection.

## **ANALYSIS**

Details to be addressed in the preparation of a Request for Proposal include:

- Appropriate length of contract to meet equipment life ranges;
- Assessment of equipment required by both the Contractor and the City;
- Costs of automated equipment required and associated refuse carts;
- Appropriate length of time to provide implementation of cart systems;
- Costs associated with Leaf and Yard Waste collection;
- Contractor experience;
- Description of operations including safety aspects;
- Ability to commence operations in a timely manner;
- Knowledge and ideas;
- Benefits of automated vs manual collection;
- Refuse collection efficiencies; and
- Cost analysis.

## **FINANCIAL IMPLICATIONS**

Extending the cost of current manual collection methods with MWRC until June 29, 2019 will cost approximately \$490,000.00 or \$2.80 per stop per month which is covered in the current Public Works Waste Management Operating Budget. The estimated cost to prepare an RFP by AECOM will be \$28,800.00 plus HST which can be covered by the Landfill Operations – Environmental Account.

## **STRATEGIC PLAN / POLICY IMPACT**

This report links to the aspect of delivering an existing service and streamlining its process. Worker safety would be addressed with the implementation of automated collection.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager – Waste Management dated 2017 09 25 regarding extension of the current Refuse Collection Contract to June 29, 2019 be received, and the recommendation that the current Residential Refuse Collection Contract be extended, be approved; and furthermore it is recommended that City Council approve AECOM Consulting on a single source basis to prepare a Request for Proposal for a new contract to commence in 2019.

Respectfully submitted,



Mike Blanchard

Manager – Waste Management

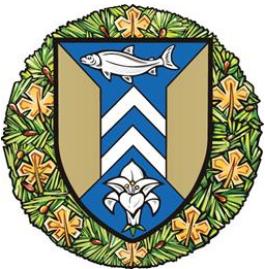
Extension of Refuse Collection Contract

2017 09 25

Page 3.

705.541.7087

[m.blanchard@cityssm.on.ca](mailto:m.blanchard@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

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

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

**DEPARTMENT:** Legal Department

**RE:** Right of Way Agreement – Community Living Algoma and Sacor Handicapped Accommodations

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#### PURPOSE

The purpose of this report is to request Council's authorization of a Right of Way Agreement (the "Agreement") between the City and Community Living Algoma and Sacor Handicapped Accommodations (collectively referred to as the "Owner"). Sacor Handicapped Accommodations is the registered owner of 113 Breton Road (the "Subject Property") and Community Living Algoma, an affiliated organization, operates out of the Subject Property. The purpose of the Agreement is to permit the Owner and its agents to cross over an existing City easement to complete the installation of an interior building fire suppression sprinkler system.

#### BACKGROUND

The City has an existing sanitary sewer easement over a portion of the Subject Property, stretching from 119-91 Breton Road. The Owner wishes to enter into an Agreement with the City to permit the sprinkler system to cross over the existing City easement. The request was circulated to the relevant City departments for comment; none of which had any objection to the City entering into this Agreement.

#### ANALYSIS

The Agreement will allow the owner to construct an interior building fire suppression sprinkler system for the property. The Agreement includes relevant indemnity provisions and speaks to the Owner's liability should any damage occur to the City's sanitary sewer system. The Agreement also specifies that the City shall continue to have access to the property for the purposes of, but not limited to, maintaining the sanitary sewer system.

Right of Way Agreement – Community Living Algoma and Sacor Handicapped

Accommodations

2017 09 25

Page 2.

**FINANCIAL IMPLICATIONS**

Not applicable.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2017-196 authorizing the execution of a Right of Way Agreement between the City and Community Living Algoma appears elsewhere on the Agenda and is recommended for approval.

Respectfully Submitted,

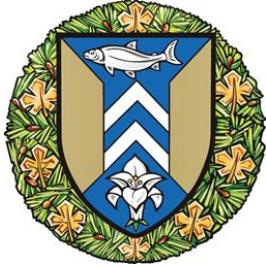


Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

MBS/hh

AG166 \\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2017\\Right of Way Agreement - Community Living Algoma - Sacor Handicapped Accommodations.docx



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

### C O U N C I L   R E P O R T

September 25, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Virginia McLeod, Manager of Recreation

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Remote Control Car Club Facility Agreement

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#### PURPOSE

The purpose of this report is to request Council's approval to enter into a short term agreement with the Sault Ste. Marie Remote Control Car Club (the "Club") in reference to their exclusive use of Wilcox Park Tennis Courts and further that the Club be allowed to retrofit the court surface to accommodate their sport effective April 1, 2018.

#### BACKGROUND

Remote Control Car racing is a well-established sport. A permanent home will allow for continual growth and interest in an activity that is accessible and inclusive to all ages and has become a family friendly and social opportunity for our community. The Sault Ste. Marie Remote Control Car Club is governed by a club constitution, by-laws and executive positions. Furthermore, the Club has a solid volunteer base with the equipment and means to operate, including insurance coverage.

The Sault R.C. Car Club has been in existence for ten years operating on the Thompson Farms property, Runway Park, and the former Alexander Henry High School. Their involvement in the community includes, Rotary R.C. Racers with the Rotary Club of Sault Ste Marie for over 7 years, Essar Family day events, and Tenaris Family Day events. Their club has continually grown since first operating in 2007 and has a record of success and fun. The Sault R.C. Car Club boasts a zero injury track record due to their operating rules and safety training of all members. Safety is paramount.

#### ANALYSIS

Wilcox park is a large park (1.16 ha) and is surrounded by streets on all four sides. The park is divided into two sections; one end of the park consists of a slo-pitch field and two tennis courts. The other section of the park includes a

Remote Control Car Club Facility Agreement

2017 09 25

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playground (2 swing sets, creative structure, benches) and a large greenspace. Please see map attached.

The Parks & Recreation Advisory Committee reviewed the Sault Ste. Marie Remote Control Car's facility use request to lease the Wilcox Park Tennis Courts, bordered by Wilcox Avenue, Spruce Street and Maple Street, for a two year term with the option for renewal. The Sault RC Club will be solely responsible for the contents and operating within the premises carrying insurance naming the City of Sault Ste. Marie as an additional insured. During the occupancy of the tennis courts they will not alter the courts in such a way that they cannot be returned to their original function. If for any reason the City sees fit to discontinue the lease of the courts, the Club will return the courts to their original condition. The R.C. Car Club will engage the neighbourhood and promote inclusive play. At the Parks & Recreation Advisory Committee Meeting held Tuesday, May 2, 2017 the following resolution was passed:

Moved by: B. Lindsay  
Seconded by R. Carricato

"Resolved that the Parks & Recreation Advisory Committee supports the allocation of the Wilcox Park tennis courts for use by the Sault Ste Marie Remote Control Car Club and further that terms of usage be defined in a formal two-year agreement that includes dawn to dusk operation with specified municipal expectations; and further be it resolved that this recommendation be forwarded to City Council for their approval."

**CARRIED**

On May 30<sup>th</sup>, 2017 a public open house was held. A press release was issued and community members that lived within a 400 metre radius of Wilcox Park were invited to attend. City staff, members of the RC Club were in attendance to answer questions along with Councillor R. Niro, Councillor L. Turco. A total of thirty-seven individuals attended the open house. At the meeting questions and concerns were raised which are identified below.

Utilization

In 2016 the Sault Ste. Marie Tennis Association advocated on behalf of the tennis community for improvements to municipal recreational outdoor tennis courts. As a result North Street, Boston, Snowden, LaSalle and Merrifield Tennis courts have been resurfaced, relined and new tennis nets were installed. North Street tennis courts were refurbished and are located 900 m away from the Wilcox Park location.

City staff recorded usage of both the tennis courts and playground area separately from July 10 to July 23 for a total of 80 hours. Furthermore, usage

Remote Control Car Club Facility Agreement

2017 09 25

Page 3.

was also recorded during 10 random visits. During this survey 2 individuals accessed the Wilcox Park tennis courts for approximately 30 minutes.

Noise

Several attendees were concerned with amount of noise that would be generated from the cars. There are two types of remote control cars on the market, gas powered and electric. The Sault RC Club only allows the electric models to be used which are relatively quiet. Furthermore, the hours of operation would be from dawn to dusk and activities would not extend past 9:30 p.m.

Parking adjacent to the Wilcox Tennis Court

Parking was identified as a potential issue at the open house. City staff has reviewed the concerns with the Manager of Traffic and Communications. The location and width of the road provide ample on street parking. It was also noted that on street parking may assist with the speeding concerns that were raised. Furthermore, Wilcox Park did include a few parking spaces with the park which were located on the next to the slo-pitch field. There is also green space available adjacent to Wilcox Tennis Court that could be converted to a gravel lot.

Neighbourhood Traffic Flow Concerns

Traffic flow in the Wilcox Park Neighbourhood was identified by the residents during the Remote Control Car facility usage community consultation process. It was determined that this was an existing concern unrelated to this proposal. In order to complete a traffic study a consultant would need to be engaged to analyze traffic flow and prepare a report. The cost of this study would range from \$3000 to \$5000 should this analysis be determined necessary.

Facility Access

Wilcox tennis courts are surrounded by chain link fencing which is required to allow the race track and necessary equipment to remain set-up at all times. A secured area is required for insurance purposes. Membership in the Sault RC Car Club is very affordable and children under 13 are free with an adult participating. The executive of the RC Car Club would like to encourage community and neighbourhood participation in this accessible, intergenerational activity.

Municipal Responsibilities

General maintenance such as garbage pickup and grass trimming is already provided by the Municipality at this location.

Items to be include in the Lease Agreement

1. To lease the Wilcox Park Tennis Courts for a duration not to exceed a two-year term with option for renewal through mutual consent.

Remote Control Car Club Facility Agreement

2017 09 25

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2. The R. C. Car Club will assume responsibility for the contents and operations within the premises for a nominal fee.
3. The R. C. Car Club would be required to carry at all times third party liability insurance coverage which would name the City of Sault Ste. Marie as an additional insured.
4. The courts will not be altered in such a way that they cannot be returned to their original function.
5. At the end of the lease the Remote Control Car Club will return the courts to their original condition.
6. Hours of operation would be from dawn to dusk and activities would not extend past 9:30 p.m.

This request falls in line with the Thunder Bay, Lakehead Remote Control Car Club which is a self-governing organization which has successfully and independently operated on municipal property for 20 years. Local examples of this type of partnership would be the agreements the City of Sault Ste. Marie has with Sault Minor Baseball for the lease of Sinclair Yards and the Sault Ste. Marie Horticultural Society for the community garden located at Forest Heights Park.

Furthermore, City parks have transitioned over the years to the meet the changing needs of the community. New recreational and leisure activities are emerging and not for profit clubs and organizations require assistance from the municipality to help promote and support the activities. Recent examples include; cricket, pickleball, Sault Disc Golf Association and the relocation of the community garden to Forest Heights Park.

A focus on increasing the utilization of municipal spaces and encouraging a variety of activities for all ages is essential to promoting quality of life in our community.

### **FINANCIAL IMPLICATIONS**

There is no budgetary impact.

### **STRATEGIC PLAN / POLICY IMPACT**

This project is not specifically identified in the Corporate Strategic Plan. However, this project links to the focus areas: Quality of Life and Community Partnerships. Furthermore, support of emerging sports and leisure activities are items identified in the Parks and Recreation Master Plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“That the report of the Manager of Recreation and Culture dated 2017 09 25 concerning the Sault Ste. Marie Remote Control Car Club’s facility lease request

Remote Control Car Club Facility Agreement

2017 09 25

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be received and the recommendation that staff be authorized to enter into a short term agreement not to exceed two years with the Sault Ste. Marie Remote Control Car Club in reference to the new Remote Control Outdoor Facility to be located within the tennis courts at Wilcox Park, be approved."

Respectfully submitted,



Virginia McLeod  
Manager Recreation & Culture  
705.759.5311  
[v.mcledon@cityssm.on.ca](mailto:v.mcledon@cityssm.on.ca)

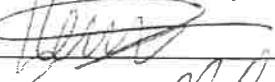
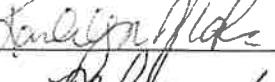
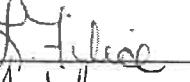
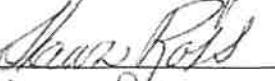
**Petition to**

**Say “NO” to turning WILCOX PARK PUBLIC TENNIS COURTS**

**to a Privately Leased Race Car Track for the Sault RC Car Club**

<b>Petition summary and background</b>	<p>A recent Soo Today article has indicated that City staff has suggested that WILCOX PARK TENNIS COURTS are "infrequently used and in poor condition", however we assure you that this is not the case.</p> <p>This park is frequented by families and friends of all ages. The tennis courts are used from early spring til late fall by both tennis enthusiasts, friends who get together for street hockey and families with young children learning to ride bikes and rollerblade. Where are these families and residents of our neighbourhood supposed to go if this Court is turned into a locked facility for a private club's use?</p> <p>As well parking at Wilcox is limited especially during baseball season. Where will these RC Club Members be allowed to park? How much noise do these cars make when large groups of them are operating at once?</p> <p>Surely there is a more suitable location for this club. Don't take away a public park which services a large number of Sault residents in order to accommodate a handful of RC Car enthusiasts.</p>
<b>Action petitioned for</b>	We, the undersigned, are concerned citizens who urge our leaders to act now to have our City Parks to remain available to the Public for continued use as Neighbourhood Tennis Court.

Printed Name	Signature	Address	Comment	Date
1 Wendy Olar	Wendy Olar	118 Pardee Ave. SSM	Keep Courts for neighborhood family use not private club	May 13/17
2 Christine St. Onge	C. St. Onge	105 Pardee Ave SSM		May 13/17
3 K. St. Onge	K. St. Onge	105 PARDEE AVE.		May 13/17

Printed Name	Signature	Address	Comment	Date
4 Morley Ross		109 PARDEE AVE.		May 13/17
5 Christina Nieminen	Cwiemann	95 PARDEE AVE.		" "
6 Patricia Stephan		301 McNabb St.		" "
7 Peri-Lynn Barker		24 PARDEE AVE		" "
8 Randi-Lynn McLean		24 PARDEE AVE		" "
9 MARGARET FERKSON MFFERKSON		89 PARDEE AVE		" "
10 Dan Bailey		141 Spruce		" "
11 Loredana Filice		137 SPRUCE		" "
12 Catherine Filice		129 SPRUCE		May 13/17
13 L. Carmichael		125 Spruce		" "
14 Judy Godin	Judy Godin	121 Spruce St		" "
15 Renée Godin	Renée Godin	769 Pine St.		" "
16 Chris DiPuglia	Chris DiPuglia	117 Spruce St.		" "
17 Shaw Ross		117 Spruce St.		" "
18 Ed. King		117 Spruce St.		" "
19 Braelynn Back	Braelynn Back	46 Spruce St.		" "

Printed Name	Signature	Address	Comment	Date
20 CHRIS BALDWIN	Chris Baldwin	91 SPRUCE ST	NO.	MAY 13/2017
21 Andy Baldwin	Z. Baldwin	54 IND AV & DR.	LEAVE THE PARK TO THE KIDS	MAY 13/2017
22 Michael Rillette	R. Rillette	90 Wilcox Ave	Leave the Park	May 13/17
23 John Eichinger	J. Eichinger	185 Wilcox Ave.		May 13/17.
24 Maggie Swire	Maggie Swire	151 Wilcox Ave	Leave the park alone	May 13/17
25 Debbie Beddoe	D Beddoe	148 Wilcox Ave	Leave as the park	May 13/17
26 <del>Deb Gribble</del>	<del>Deb Gribble</del>	69 Birch Street	Leave as the park	MAY 13/17
27 Gay Walker		171 Wilcox Ave	Leave	May 13/17
28 Dixie Gauthier	Dixie Gauthier	159 Wilcox AVE		May 13/17
29 MICHAEL ROSS	Michael Ross			
30 CHALSTED	Chalsted	95 Birch St	Leave the park as us!	May 13/17
31 Brett Millroy	B. Millroy	94 Birch		May 13/17
32 MARG BENNETT	Mary Bennett	104 Birch		13/5/17
33 TURAH WALLACE	Azura Wallace	110 Birch		
34 Ashley Stevens	Ashley Stevens	73 Birch Street	Leave A to the kids	13/05/17
35 JASON NISBET	J. Nisbet	127 PARDEE	" "	13/05/17

Printed Name	Signature	Address	Comment	Date
36 KAREN MADILL	Karen Madill	132 Pardoe Ave.	schools in area use the courts.	May 13/17
37 Jacob Bishop	JB	2611 Second Line West	Should stay the same.	May 13
38 Krista Rose	Krista Rose	67 Pardoe Ave	Should be open to public. May 13	
39 Steve Bonfondo	S	67 Pardoe Ave	OPEN TO PUBLIC	May 13
40 JACOB FRASER	JF	98 MAPLE ST.	SEE A LOT OF KIDS ENJOYING PARK-LIKE TO, SEE IT STAY!	May 13/17
41 NICOLE WALLACE	NW	86 MAPLE ST		May 13/17
42 LIVIO URACCI	Livio Uracci	102 MAPLE ST	PROPHET PLAY RAUNIS.	May 13/17
43 GARY OLAR	Gary	118 PARDEE AVE	where will the kids GO?	May 13/17
44 Rita Clar	Rita Clar	136 Manitou Drive		May 13/17

Printed Name	Signature	Address	Comment	Date
45 Samanthia Moon	J Moon	24 Central Creek Dr.	No to RC Cars	May 13 2017
46 Ellen Culp	E Culp	23 St Andrews terrace	NO to RC Cars	May 13 2017
47 Bob Kennedy	B Kennedy	68 Wilcox Ave	No to RC Cars	May 13 2017
48 Nancy Kennedy	N. Kennedy	68 Wilcox Ave	" " "	" "
49 Timmy Bishop	T. Bishop	57 Spruce St	" "	May 13
50 Lori Bickell	Lori Bickell	46 Spruce St	" "	May 13
51 Chas Williams	C. Williams	27 Spruce St	somewhere else!	May 13
52 Judah Williams	J. Williams	27 Spruce St.	Say No to Rc	May 13
53 GINGER GAMBLE	Gamble	12 MAPLE ST.	NO WAY!	MAY 13, 2017
54 Jim Bumbacco	J. Bumbacco	22 Maple St	NO WAY!	
55 Bruce McMillan	B. McMillan	543 Wilson St	" no way "	May 13, 2017
56 Jennifer McMillan	J. McMillan	93/97/101 Wilson	No	May 13/17
57 Dr Mitchell	Dr. P. Mitchell	196 WILCOX	No	May 13/17
58 McChiarella	M. Chiarella	362 Wilson	No	May 13/17
59 Debbie & Harold Eller	Debbie Eller	348 Wilson	No	May 13/17
60 Jordan Lyscombe	Jordan Lyscombe	367 Wilson	No	May 13

Rick Niro @ r.niro@cityssm.on.ca  
 Contact: Lou Turco @ l.turco@cityssm.on.ca

Printed Name	Signature	Address	Comment	Date
61 John Nieminen		910 maple st		05/12/17
62 Amy Oiar			Keep the park for neighbourhood family use	05/14/17
63 ROBERT ESSEK		175 ST GEORGES AVE EAST	KEEP THE COURTS	05/14/17
64 RONNY MIKEY		137 ST GEORGES AVE EAST	" "	05/14/17
65 ALFIO GASPARELLI		-122 ST GEORGES AVE	" "	05/14/17
66 RICKER GASPARRELLI		27 Birch St.	Keep the Courts	5/15/17
67 DAN SUTHERLAND		202 SPRUCE ST.	" "	5/15/17
68 FRED GAGNON		211 SPRUCE ST	" "	<input checked="" type="checkbox"/>
69 WILLIAM J. JUDD		325 DEVON RD	" "	<input checked="" type="checkbox"/>
70 John Gagnon		277 Albion W.		
71 Tai-mow dan & Tonj-Marie Sawchuk		Q15 spruce st	keep the park for neighbourhood kids.	5/15/17
72 Inissa Wierzbicki		Q15 Spruce St	Keep it open for the kids	5/15/17
73 June Breckonridge		219 Spruce St.		
74 Susan Buchanan		225 Spruce St.	need the courts for the kids	5/15/17
75 Kathy Vidal		168 Walnut St	Keep the courts.	5/15/17
76 JP BABINEAU		31 ST MARY'S AVE	KEEP THE COURTS	5/15/17

Printed Name	Signature	Address	Comment	Date
77 Daniel Nieuw	Daniel Nieuw	119 Chestnut Street	No To RC Cars	May 15/17
78 ALDO CAPUTO	A. Caputo	116 Chestnut St.	NO	MAY 15/2017
79 Wanda Givens	Wanda Givens	77 Pardoe Ave	no to RC Cars	May 15/17
80 Barbara Beaudet	Barbara Beaudet	82 Pardoe Ave	No to AC Cars	May 15/17
81 Don Williamson	Don Williamson	27 ALBERT ST E	NO TO AC CARS	May 15/17
82 Jasmine Williamson	Jasmine Williamson	27 ALBERT ST E	No RC Cars @ Park	May 15/17
83 Geoff Olar	Geoff Olar	136 Manitou Dr.	Too Loud! NO!	May 30/17
84 Humberto	Humberto	51 willow av	Safe for kids	May 30/17
85 Flannigan	Flannigan	1232 Peoples Rd	q2 TENNIS cont	May 30/17
(86) -90 The Reagan Family	Dontell			
Lee, Vera, Alex	Alexander Broot			
William, Daniel	William, Daniel	66 Spruce St.	NO	May 31/17
Annette Denis	Annette Denis	Hennetta	NO	Jan 6/17

Printed Name	Signature	Address	Comment	Date
X William Began	William B	66 Spruce street ssn		June 1
(X) Lee Began	Lee B	66 Spruce Street		June 1
92 RED SKAGEN	R Skagen	62 Spruce St		June 4
93 WANITA MACMICHAEL	WR Mac Michael	62 Spruce St		June 4
94 Alicia Millette	Alicia Millette	90 Wilcox Ave	Leave it for public use.	June 4
95 Michel Millette	Michel Millette	90 Wilcox Ave.		June 4
96 Argueant Ross	M Ross	100 Wilcox Ave		June 4
97 Share Storage	Share Storage	50 Wilcox		June 4
98 Sarah Clinton	Sarah Clinton	42 Walnut		June 4
99 CAROL KTEVIK	Carol Ktevik	41 Walnut	Leave it so kids can play	June 4
100 DON BOOTH	J. Booth	51 Walnut		June 4
101 Nathan Brown	N Brown	67 Walnut St		June 4
102 Kevin Bessette	Kevin Bessette	67 Walnut	Leave it for kids Park	June 4
103 Bob Mason	BOB MASON	64 Pardee Ave.		June 4
104 M'Horanu	110 Walnut	110 Walnut		June 4
105 B. Sijin	410 Walnut	110 Wilcox		June 4

Printed Name	Signature	Address	Comment	Date
106 Stanley Rybkine	Stanley Rybkine	56 Railroad Ave.	no car club	June 5 /17
107 Annie Rybkine	Annie Rybkine	56 Railroad Ave.		June 5 /17
108 <del>Betty Bandman</del>	<del>Betty Bandman</del>	58 Willcox Ave	IT'S <sup>now</sup> <sup>Family</sup> <sup>of</sup> <sup>RC</sup> <sup>Car</sup> <sup>Course</sup>	June 5 /17
109 Betty Bandman	Bandman	58 willcox ave		June 5 /17
110 Mike Patten	Mike Patten	60 railroad		June 5
111 Brittany Holley	Battery Holley	33 walnut st		June 5 2017
112 Clorinda	clorinda Helli	349 Wilson st.		June 7 2017
113 Terry O'Neil	Terry O'Neil	180 wilcox	NO TO RC CARS	June 7/2017

Printed Name	Signature	Address	Comment	Date
114 Steve Davy	Steve Davy	44 St Georges St	Kids Wood Fired	June 6/2017
115 Jason Lepage	Jason Lepage	490 WALLACE TERR	STILL USED FOR TENNIS	JUNE 01/2017
116 Ruth Eichinger	Ruth Eichinger	185 WILCOX AVE	Park	June 06/2017
117 Meghan Majic	Meghan Majic	90 Birch St.	Vaid tennis player	June 7, 2017
118 Katie Errington	Katie Errington	89 Maple		June 7 2017
119 Dan Wootchuk	Wootchuk	82 Birch		June 7 2017
120 Wilton Hawdon	Wilton Hawdon	193 Wadon		June 7, 2017
121 Emily McCann	Emily McCann	369 Wilson St		June 7 2017
122 Cole Stinson	Cole Stinson	369 Wilson St		June 7 2017

Printed Name	Signature	Address	Comment	Date
123 Joe Klygo	Joe Klygo	134 pardee Av		June 7/17
124 Johann Muller	J Muller	134 pardee Av.		June 11/17
125 Cindy Fergus	Cindu	103 Grandriver Cres		June 11/17
126 Richard Fergus	Richard Fergu	103 Grandriver		June 11/17
143 Elvin Vaughan	E T Vaughan	87 Maple SSM		June 12
144 Nancy Ladd	Nancy Ladd	18 MACE ST. 55M		June 17
145 Adrienne Andre-Mosher	Adrienne Andre-Mosher	42 Maple St		June 8
146 Joanne Gouchie (-she gave consent) through the door		128 Wilcox Ave.	I would prefer not in this area- noise	June 8
147 Tara Bishop	Tara Bishop	65 Spruce St. SSM	There are so many children who use the park. Safety is a concern	June 9/17
148 Shawn O'Neil	Shawn O'Neil	52 THE DRIVE	KEEP THE PARK FOR THE KIDS & PUBLIC	JUNE 10/17
149 Dave White	Dave White	5 WILCOX		June 10/17
150 Jake	Jake	94 St Georges Ave	Keep tennis	June 10
151 Adam Alessandro	Adam Alessandro	152 St Georges Ave		June 10
152 P Kriza	P Kriza	82 WILCOX		June 10
153 Jim Rounding	Jim Rounding	3041 BRULER RD		
	F. Ross	179 MAPLE ST.		

Printed Name	Signature	Address	Comment	Date
127 ANGELA WILCOOT	A Wilcoot	3 Grosvenor	Play Tennis - no	JUN 7/16
128 KEVIN STEWART	K Stewart	82 BIRCH ST	BASKETBALL & TENNIS	JUN 7/16
129 Deninde Hammerstedt	Deninde Hammerstedt	173 Wilcox Ave	Leave our courts alone.	JUNE 7/16
130 Eric Hammerstedt	Eric Hammerstedt	173 Wilcox Ave	IT IS A PARK FOR USE BY EVERYONE	JUN 8/17
131 Samantha-Merissa Hammerstedt	Samantha-Merissa Hammerstedt	173 Wilcox Ave	IT IS A PARK, a public place for everyone	JUNE 8/17
132 Lee De Melo	Lee De Melo	181 Wilcox Ave	Leave our Courts alone	JUNE 7
133 Maria De Melo	Maria de Melo	181 Wilcox Ave		JUNE 7
134 Jennifer Rogers	J Jennifer Rogers	201 Wilcox Ave		JUNE 7/17
135 Kathy Conway	Kathy Conway	12 TRELAWNE AVE		JUNE 7/17
136 IRIS HICKS	IRIS HICKS	12 TRELAWNE AVE		JUNE 7/17
137 Marnie Hicks	Marnie Hicks	353 Wilson St	Leave it alone	JUNE 7/17
138 Steven Hicks	Steven Hicks	29 Maple St		JUN 18TH
139 Jocelyn L. Miller	Jocelyn L. Miller	29 Maple St		JUN 18TH
140 Mike Coghill	Mike Coghill	696 Queen St W	Leave it as it is no need for change.	JUNE 8
141 John Williamson	John Williamson	34 Wellington W	SAME Don't change	JUNE 8
142 Italia Bossio	Italia Bossio	25 Maple St		FRI 8/19

Printed Name	Signature	Address	Comment	Date
155 Paul Niemi	Paul Niemi	130 Birch St	Leave for kids	June 14
156 NORMAN DEBORUE	Norman DeBorne	122 Birch St.		June 14
157 Richard Wark	R. Wark	122 Birch St		June 14
158 CATHY JOLIN	C. Jolin	184 Maple St.	Leave for kids	June 14
159 DENNIS SHOVIK	D. Shovik	199 MAPLE ST	USED YOUNG WHEN YOUNG	June 14 2017
160 Lori Jo Coleman	Lori Jo Coleman	16 TRELAWNE Ave.	Leave open to Ath!	June 14 2017
161 Jaime Briseau	J. Briseau	364 Wilson St.	We love the full park	June 14/17

# For Council Agenda: Re: Wilcox Tennis Court

Vera and Lee Beagan

Fri 2017-06-02 9:23 AM

to:cityclerk@cityssm.on.ca <cityclerk@cityssm.on.ca>;

Dear Malcolm White,

I would like to have my letter added to the council agenda concerning the Wilcox Tennis Court. I was told the council will meet on June 26 concerning this matter.

The Sault Remote Control Car Club has requested to lease the Wilcox Park Tennis Courts as a permanent home. Their claim is that because the area appears in disrepair, it is not being used. They feel that adding a remote control race track in the area will become a family friendly and social opportunity for local residents.

Although I appreciate the club's passion to promote a new hobby in this great city of ours, I don't agree with the location. I think that another location should be chosen for this purpose. I also feel that the tennis court should be repurposed so that Sault residents can continue to use it for physical activity-related purposes for years to come.

Here is a list of concerns that I have and the reasons why I do not agree with this proposal:

1. no parking is available
2. increased noise
3. loss of privacy
4. safety issues
5. will bring in lots traffic around a kids park
6. out of town people using a local residential park who won't be paying taxes
7. no bathroom facilities
8. bringing in a loud business in the middle of a residential area
9. Not everyone is interested in racing cars as a hobby; they have been around for 10 years and have 30 members, that equates to approx. 3 new members per year growth.
10. the area is already inclusive to everyone
11. does not promote physical activity
12. not free to be a member
13. possibility of people loitering in the park or using it as a hook-up site or to mingle
14. who will police undesirable activity as we are close to Gore Street? will the club call the police on their own "spectators"?
15. Taking away something from local kids who use it
16. no other paved area for us to use nearby
17. leaves us with no way to repurpose the tennis court
18. when was the last time the city re-paved the area? It might appear not used, but in fact, it is just not always well maintained.
19. it is already a family friendly and ~~local~~ <sup>Page 122 of 250</sup> local residents

20. they will be using a much larger area than they will be leasing; no distinct line separating residential vs. private use
21. how will they use this outdoor site year round through the winter?
22. will people be allowed to smoke there and who will control that?
23. club members said there will be at least 2 members racing daily at any given time. this would become bothersome quickly especially if anyone works shift work in the area. This also gives the feeling it is mostly for private use.
24. will stop us from enjoying our personal properties in peace, which we all have a right to
25. may become difficult for some people facing the tennis court to sell their houses should they wish to move and/or may devalue the price of homes in the area due to proximity to a race track
26. will my taxes be reduced because of the loss?
27. no one has yet explained to us how does this benefits us?
28. does a race track really belong in a quiet residential area?
29. how will the car club grow here? what business opportunities are here for them?
30. is this really the ONLY place they could find as a permanent home in this whole city?

An open house was held at the Tech; one member of the car club said she drives by here and sees no one playing in the area. Another club member admitted seeing many kids riding their bikes in the tennis court but said that they should be riding their bikes elsewhere, like on a bike trail, while admitting there are no bike trails here. I find this VERY disrespectful that some club members feel that our kids should go elsewhere to play. Remarks were made about the poor condition of the pavement as if that alone is reason to abandon it. Or references to the good old days when it was full of kids. Truth be told, in yonder years, many families opted to have 5 children, which is just not the norm today.

As a local resident and tax payer, frankly I am left feeling a bit bullied by this car club. They are seeking a space to hold their hobby for their members, while trying to force us to reluctantly surrender our space that we hold dear. Some of the club members seemed upset and aggressive, which surprised me. No one has tried to sell the idea to us, they never came around door to door to ask what we think or to tell us more about themselves and their goals. It feels like they want to move in no matter what we think, like they don't care about us. I heard talk of the club parking their trailers in the park and leaving them there, without thinking of the by-laws. They mentioned that they are a business and that they expect the city to give them a helping hand. We are not against the hobby/business, we are opposed to the location. In exchange for giving up the tennis court, what do we get? Will the city reduce our taxes since they will be collecting a an extra fee, or will the city keep it at our expense? Also, the feeling of intrusion far outweighs any social opportunities.

The reason I moved here is because of the park. We purchased a house that we could afford to pay and we pay our taxes, which by the way have increased this year! ☺ We have three children that call this place home. They love using the park and don't want to lose any part of it and I am speaking not only on my behalf, but also on theirs, and for years to come. The Sault as a whole is a family friendly city and a great place to raise kids. We live here, and wish to do so peacefully.

I would like to see the city repurpose the tennis court instead by taking down the net and adding basketball hoops. My husband mentioned this at work, and many of his co-workers said that they would come here and play basketball because there are very few of them around the city. We

would like to continue using the tennis court for physical activity for our kids in the area, for years to come. Please don't let the racing car club take away our one and only paved area that we use.

I am asking that you vote **NO** on Monday June 26, for all of us residents, including our kids, who live in this area.

Thank you for taking up your time to read this,

Vera and Lee Beagan, as well as our three boys, William, Daniel, and Alexander.

## Fwd: Save Wilcox Park Tennis Courts

Wendy Olar <[REDACTED]>

Tue 2017-06-06 1:02 AM

Inbox

[REDACTED]  
[REDACTED]

Sent from my iPad

Begin forwarded message:

**From:** Wendy Olar <[REDACTED]>  
**Date:** June 6, 2017 at 12:46:27 AM EDT  
**To:** Rick Niro <[r.niro@cityssm.on.ca](mailto:r.niro@cityssm.on.ca)>  
**Cc:** Lou Turco <[l.turco@cityssm.on.ca](mailto:l.turco@cityssm.on.ca)>  
**Subject:** Save Wilcox Park Tennis Courts

Dear Mr Niro,

Thank you for your continued attention to my concerns and opposition to the proposal to have the RC Car Club lease Wilcox Tennis Courts. Thank you also for allowing each and every Ward 4 resident who attended the Open House to voice their concerns.

I was contacted by a neighbour the day after the Open House asking if she could sign my petition. Her name is Vera Beagan. My understanding is that she too is extremely passionate about having the tennis courts remain as such. In fact she would like to see half of the courts have basketball nets put in place for the neighbourhood kids as well.

The morning after the Open House meeting I watched an elderly lady who walks her dog every morning, take her break sitting on the bench in the courts throwing a ball to her pooch. Saturday afternoon I watched a young father with his two young daughters playing in their wagon for an hour. Another afternoon there was a father and son playing in the courts and I tossed them a small basketball that I was clearing out of the garage. One day there were 3 little kids playing tennis and they only had 2 rackets so I let them borrow a racket. Once the evenings are warmer, tennis enthusiasts will make regular appearances as well.

The tennis courts may not be used as much as they could be for tennis, however these courts "are" used daily in one way or another. School break will be here before we know it and the courts will be humming with neighbours, playing tennis, learning to ride bikes, roller blading, street hockey, chalk drawings, skipping, basketball and yes fetch with family pets.

Mrs Beagan forwarded me the letters she had written to City Council and I now have even more concerns. I have questions also about zoning, bylaws, specific to hours and days of operation. Noise specifically. Will we have to be exposed to 10 or perhaps more cars buzzing across the street every summer evening as we attempt to enjoy our dinner outdoors. Will we be awakened every Saturday and Sunday morning to the buzzing of car racing and cheering of "men" as they race these expensive toys around a track. What about Facilities? Will we be forced to look at Porta potties across the street? If I decide that I can no longer tolerate the noise or commotion of this private club am I going to have difficulty selling my home because of this club existing across the street?

Like my husband stated at the meeting, we moved to this neighbourhood nearly 30 years ago because of the park, "why should we have to take our grandchildren to North Street Park when we have tennis courts directly across from us?" Why should kids have to travel from their own neighbourhood to another neighbourhood to enjoy the activities that this space offers, only to accommodate a small "private" group of what will be mostly men with expensive toys, who, from my understanding, all would be travelling here from other neighbourhoods. It just is not making sense to me that we have to leave our neighbourhood to allow others to come in and use it.

Mrs Beagan was under the impression that the club would not take possession of the courts til 2018 if it is approved, however my understanding is that it is June 2017. Am I correct?

Why did the Parks and Rec Committee not canvass the neighbourhood immediately after the RC Club presentation on May 2, 2017? Why are we the people of Ward 4 who will be impacted the most not informed of this proposition if it has been in the works for 4 years? Does it not matter to this committee that the neighbours of the entire immediate area of the tennis courts are in opposition to this private club? Proof of opposition is in the signed petition of 100 odd names of residents in the area. There wasn't one person who I approached that did not sign this petition. It is clear that our neighbourhood would like the Parks and Rec Committee to "help" this PRIVATE CLUB find a more suitable home for their recreational activity. With that said, has this private group made any attempt to secure a location themselves, why are they expecting the city to accommodate their requests? Why has it become the city's responsibility and does this not open the door to other groups to expect the same consideration.

The RC Car Club made mention of The Thunder Bay Club and after researching their site it is clear that that group did not have any impact on a local neighbourhood, but in fact chose a location suitable for the club, accessible to their community without having a negative impact on an existing residential area.

It's interesting to me that the "Parks and Rec. Advisory Committee supports the allocation of the Wilcox Park tennis court area for use by the Sault RC Club and further that the terms of usage be defined in a formal two year agreement that includes Dawn to dusk operation with specified municipal expectations" (quoted from minutes of Parks and Recreation Advisory Committee Meeting May 2 2017). The fact that the immediate community was not initially contacted prior to the committee passing a motion in support of the RC Car Club I find disturbing. We as a neighbourhood ask once again, how does this partnership plan on "evolving and benefiting our neighbourhood"?

Please inform me as to when this issue will be coming to City Council as several of the same neighbours who attended the open house would like to be present to express their opposition.

Please be aware that the petition will be submitted to the clerks office June 6/17.

Thanks to Mrs Beagan for the very detailed letter that she submitted to each and every council member on Wednesday May 31/17. It clearly expresses the concerns we all have regarding this proposal and hope that council will have as many questions for us as a neighbourhood as they do for this Private out of area Club. It is important to express that we as a neighbourhood community are not in opposition of promoting a new fun hobby for a specific group, we are in opposition of them taking away from our local area residents to accommodate their own needs. Surely there is a more suitable area for this group to call home. Would it not be in their best interest to find an indoor location that will meet their yearround needs, that offers adequate facilities and parking, offering them room for growth of their Club and space to host events that will not be disruptive to a quiet residential neighbourhood.

It is much appreciated that you have taken time to review our concerns and it is our hope that you will vote NO when this proposal comes before you.

Wendy and Gary Olar  
118 Pardee Ave.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-178**

**AGREEMENT:** (AG114) A by-law to authorize the execution of the Agreement between the City and Sault Community Information and Career Centre Inc. o/a Sault Community Career Centre to permit event programming to take place on a portion of Queen Street East from Pim Street to East Street on September 29, 2017 for the Downtown Heritage Block Party.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 25, 2017 between the City and Sault Community Information and Career Centre Inc. o/a Sault Community Career Centre a copy of which is attached as Schedule "A" hereto. This Agreement is to permit event programming to take place on a portion of Queen Street East from Pim Street to East Street on September 29, 2017 for the Downtown Heritage Block Party.

**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 25<sup>th</sup> day of September, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

# Schedule "A"

AG-114

## LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 25<sup>th</sup> day of September, 2017.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

SAULT COMMUNITY INFORMATION AND CAREER CENTRE INC. O/A SAULT COMMUNITY  
CAREER CENTRE

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City ("the City Property") identified as a section of Queen Street East from Pim Street to East Street, Sault Ste. Marie, ON, specifically as shown and identified on Schedule "A" attached to this Licence. This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

) Date: 09.19.17.

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SAULT COMMUNITY INFORMATION AND  
CAREER CENTRE INC. O/A SAULT COMMUNITY  
CAREER CENTRE

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Name: Keith Brown  
Position: Event Coordinator (SCCC).  
*I have the authority to bind the Licencee*

) Date: September 25, 2017

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THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

**SCHEDULE "A" TO  
LICENCE TO OCCUPY CITY PROPERTY**

**City Property**

The following structures and programming are permitted to be set up and/or conducted at the following locations on the City Property on September 29, 2017:

- (a) The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1", as provided by the Licencee. The City and the Licencee acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.
- (b) The Licencee contacted the City Legal Department to request permission to hold the Downtown Heritage Block Party (the "Event") on Queen Street East from Pim Street to East Street ("City Property").
- (c) The Event will occur on September 29, 2017 and will feature vendors and artisans from the Algoma District, as well as numerous cultural events, theatre performances and live musical entertainment, all of which are open to the public, family-friendly, and free of charge. The evening will begin with an opening ceremony on the Ermatinger Clergue National Historic Site lawn at 3:30pm. Following the opening ceremony, programming will commence at 4:00 p.m. on Queen Street East, between Pim Street and East Street (Heritage Square). The evening's programming will continue until approximately 8:00 p.m. and will include:
  1. Two food trucks (Gnarly Bistro and Roolz Vending);
  2. Kids programming – oversized games (Jenga, Scrabble, etc.);
  3. 4 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for kids crafts;
  4. 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for *Digital Creator North* display table;
  5. Kids game activity;
  6. 1 x 12'x12' performance stage with 6" riser for live musical and theatrical performances, plus 10 x folding chairs in front of stage;
  7. 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for food vendor Vibe Eatery & Juice Co.
  8. 5 x 10'x10' canopy tents, each spaced several feet apart, each with 4 x 6-foot-long tables and 8 x folding chairs for a "Makers Market" – vendors selling locally made crafts;
  9. 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for local craft vendor;
  10. 8 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent – extra seating for Elliott's Ice Cream shop;
  11. 20 x folding chairs, 3 x 6-foot-long table under 2 x 10'x10' canopy tents – seating for City Meat Market. City Meat Market will have a BBQ on the sidewalk in front of their store;
  12. 2 x folding chairs, 1 x 6-foot-long table under 1 x 10'x10' canopy tent for Youth Odena community art project.
  13. 1 x 12'x12' performance stage with 6" riser for live musical and theatrical performances, plus 10 x folding chairs in front of stage; and
  14. 1 x large vinyl backdrop banner for "photo booth."

The above is collectively referred to as the "Programming" in this Licence Agreement.

**SCHEDULE "B" TO  
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to set up and conduct the following on City Property, on September 29, 2017 as part of the Downtown Heritage Block Party on Queen Street East, Sault Ste. Marie at the locations identified in Schedule "A" to this Licence Agreement, and subject to the following time schedule for September 29, 2017:
  - a. Beginning at 2:00 p.m., the Licencee may set up matters in in Schedule "A" to this Licence Agreement;
  - b. Between the hours of 2:00 p.m. and 11:00 p.m. the Programming may carry on; and
  - c. By the hour of 11:00 p.m., the Licencee shall have completed the removal of the barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at its own cost, liability and expense.

The above is collectively referred to as the "Event" in this Licence Agreement.

2. The Licencee warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Licencee will comply with the following conditions regarding the temporary road closure of Queen Street East as identified in the Street Closure Application:
  - a. The Licencee shall ensure that the street closure conforms to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
  - b. The Licencee shall undertake to supply, setup and take down all signage and/or barricades required for the street closure as per Section (2) (a) herein.
3. The Licencee further warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Licencee shall comply with the following conditions:
  - a. Ensure that pedestrian traffic on the City's sidewalks will not be impeded by the tent and sidewalk sale displays or by any other aspect of the Programming;
  - b. Ensure that exterior paths of travel meet the requirements of the *Integrated Accessibility Standards Regulation – Design of Public Spaces Standard*; and
  - c. Undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices.
4. The tent structures are to comply with the following conditions:
  - a. The tent structures must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
  - b. The tent structures must be at ground level and must not be raised in any way;
  - c. The tent structures and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
  - d. The tent structures and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.

5. The Licencee agrees to comply with all City regulations including placement of barricades to the satisfaction of the City and fire safety.
6. The Licencee represents and warrants that it has obtained any and all required permits from Algoma Public Health with respect to the Event prior to the commencement of the Event.
7. Prior to the commencement of the Event, the Licencee shall provide the City with written confirmation by facsimile or e-mail from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the Event that such confirmation of permits obtained has not been received by the City by September 25, 2017, the Licencee acknowledges and agrees that the Programming shall not proceed on September 29, 2017 with respect to the outdoor food preparation and serving component(s) and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

**CITY:**

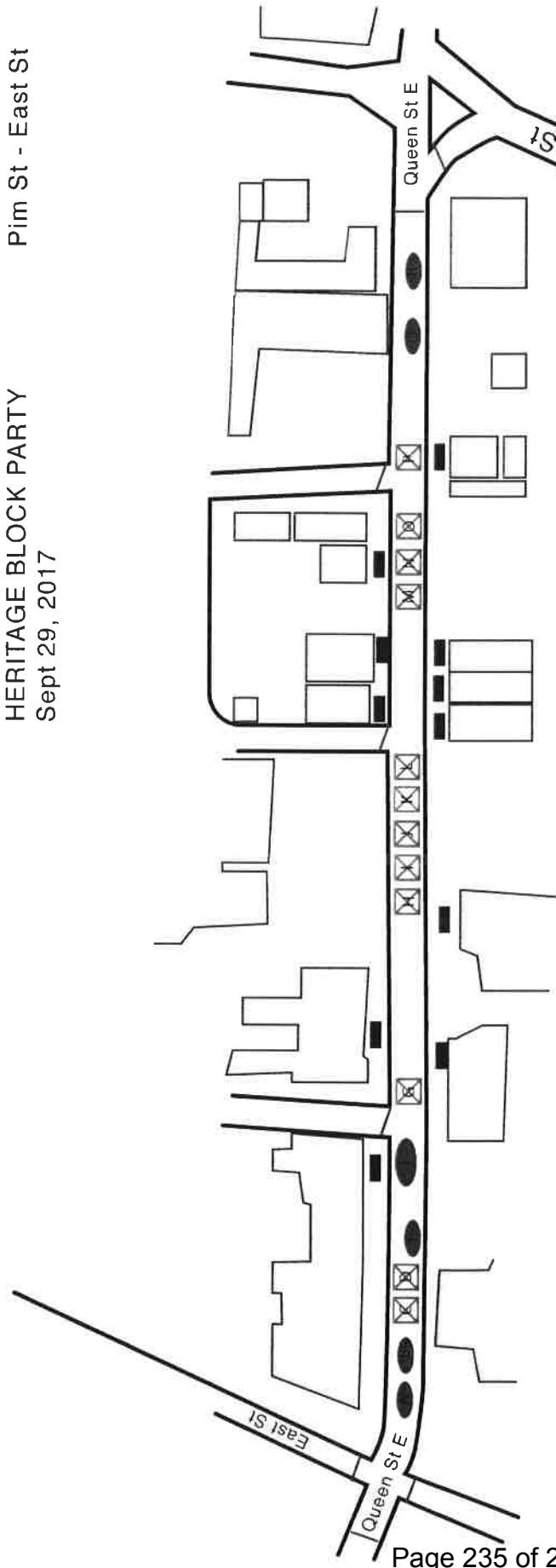
Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Tel: (705)759-5403  
Fax: (705)759-5405  
Email: [m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

8. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Event. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, maintenance and removal of barricades and all other matters related directly or indirectly to the Programming on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the barricades and Programming.
9. All matters related to the Event are the responsibility of the Licencee. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event and the Licencee acknowledges and agrees that it shall indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
10. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.
11. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and/or the Programming.

12. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
13. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
14. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
15. The Event shall terminate at 11:00 p.m. on September 29, 2017. The Licencee shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 11:00 p.m. on September 29, 2017, and leave the City Property in a condition satisfactory to the City; provided that if the required cleanup activities are not completed by the Licencee by 11:00 p.m. on September 29, 2017, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of the Licencee.
16. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencee shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
17. This Licence Agreement shall terminate at 11:00 p.m. on September 29, 2017. The provisions of Paragraphs 7-14 inclusive of this Licence survive the termination of this Licence.
18. The Licencee shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before September 20, 2017.

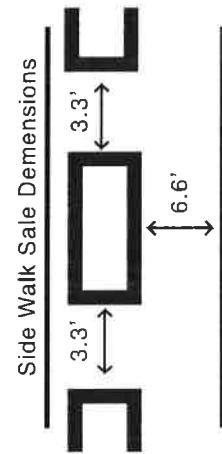
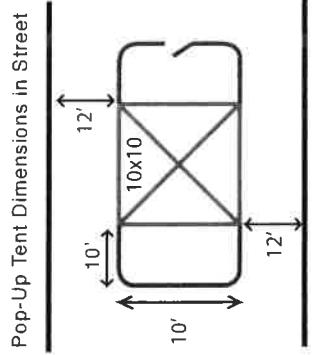
HERITAGE BLOCK PARTY  
Sept 29, 2017

Pim St - East St



Page 235 of 256

- Road Block
- ☒ Pop-Up Tent
- Car
- Sidewalk Sale
- Entertainment



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-181**

**AGREEMENT:** (C3.47) A by-law to authorize the execution of the Agreement between the City and the Algoma District School Board for the bulk purchase of Ice Time and Field Time.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 25, 2017 between the City and the Algoma District School Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for the bulk purchase of Ice Time and Field Time.

**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 25<sup>th</sup> day of September, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

# Schedule "A":

THIS AGREEMENT made in duplicate this 14<sup>th</sup> day of September, 2017.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter called the "City")

- and -

**Algoma District School Board**  
(hereinafter called the "ADSB")

**WHEREAS** the City is the owner and operator of several community centre recreational facilities such as the John Rhodes Community Centre, the McMeeken Centre, the Northern Community Centre, and the Essar Centre (the "Community Centres");

**AND WHEREAS** the City and the ADSB have come to an agreement with respect to the use of the Community Centres.

**NOW THEREFORE** the parties agree as follows:

**1. TERM OF AGREEMENT**

- (a) This Agreement shall be in force for one year from August 20, 2017 to August 31, 2018 (the "Term").
- (b) The ADSB has an option to renew this Agreement on a year-to-year basis subject to successful negotiations between the City and the ADSB on a renewal.

**2. PREMISES**

- (a) The City agrees to provide for the use of the ADSB the recreational facility (the "Premises"). The City will confirm dates and times by way of issuing a permit.

**3. RENT TO CITY**

**(a) Rental Rates**

The ADSB agrees to pay to the City rent for facility time as set out in the rental permit, based on the current City user fee bylaw, less applicable discounts as set out in section 3 (b).

**(b) Bulk Purchase Discounts**

- The ADSB is entitled to the below discounts in the first year, being between August 20, 2017 to August 31, 2018 with no minimum hour purchase requirement. Upon any and all renewals of this Agreement, a 200 hour minimum shall be purchased in order to qualify for any of the below stated discounts;

- 10 % discount on Ice Time Rates, booked between 8am – 5pm during the school year;
- 15% discount on Field Time Rates, booked between 8am – 5pm during the school year;
- Discounts do not apply to Ice or Field Time booked after 5pm weekdays or any time during weekends.

#### 4. **CONCESSION SALES**

The City shall retain all revenues derived from concession sales for ADSB events.

#### 5. **UNFORESEEN CAUSES**

The ADSB agrees that the City shall incur no liability to the ADSB for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the City.

#### 6. **INSURANCE AND LIABILITY**

- (a) Both parties hereto covenant and agree to provide for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense. The ADSB shall name the City as an "Additional Insured" to its insurance policy. Written proof of said insurance shall be provided to the City's Community Development and Enterprise Services Department before the commencement of the Term.
- (b) The ADSB will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Premises for the purpose of attending or participating in any event in respect of which the ADSB occupies the Premises.
- (c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the ADSB from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the ADSB from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the ADSB by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this Agreement.

**7. CANCELLATION**

The City reserves the right to cancel or reschedule any date and time allotted to the ADSB upon giving the ADSB reasonable notice. In the event that the ADSB has to cancel a booked time, the ADSB is required to provide at least seven (7) days' notice to the City to allow the City to lease the facility to another interested group(s). In the event that the ADSB fails to give notice as required and the City is unable to lease the facility, regular rental charges set out in this Agreement will apply.

**8. APPLICATION OF LEGISLATION**

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this Agreement.

**9. BINDING EFFECT**

The parties hereto agree that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their executors, administrators and permitted assigns, that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neutral, as the case may be, were expressed.

**10. ASSIGNMENT OF AGREEMENT**

The parties hereto covenant and agree that this Agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the ADSB shall be considered an assignment of this Agreement.

**11. AMENDMENTS**

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

**12. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties hereto and the Parties agree that there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The ADSB acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as expressly set out in this Agreement.

**13. GOVERNING LAW**

This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The Parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

**14. OBSERVANCE OF RULES:**

The Contract Holder agrees to comply with any by-laws, policies, codes of behaviour and regulations imposed by the City governing the use of the City Facility, and all applicable Federal and Provincial statutes and regulations.

**15. DRAWS AND RAFFLES**

If the ADSB wishes to hold any type of lottery scheme such as a raffle it shall obtain the appropriate lottery license and comply with applicable laws, regulations and by-laws. A "raffle" is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise, cash, or a combination of the two. Please refer to the City of Sault Ste. Marie's "Alcohol Risk Management Policy - Section C Lottery License Requirements" for additional details.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as of the day and year first above written.

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

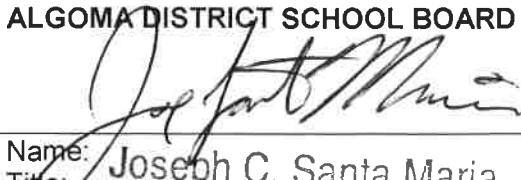
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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE

**ALGOMA DISTRICT SCHOOL BOARD**



Name: Joseph C. Santa Maria  
 Title: Superintendent of Business  
*I have the authority to bind the corporation.*

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

**BY-LAW 2017-182**

**PARKING:** (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 25<sup>th</sup> day of September, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR,DEREK	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL ROBIN	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON TERRANCE	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
267	CORBIERE,JOHN(TED)	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH DENNIS ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO COREY	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO DONALD	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BLUWILL MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/GE SPORTS COMPLEX
366	TROINOW VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEATHER	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
410	POYNÉR,Harold	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE,GEORGE	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON,DAVID	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACGLENNAN MATTHEW	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE KEVIN	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN,ALEX	CORPS OF COMM	
464	DITOMMASO,RYAN	2220917 ONT INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BLUWILL MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/GE SPORTS COMPLEX
486	LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTCN,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN,FRASER	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
522	MCNAMA STEVEN	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
523	MCBRIDE GUY	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON,CORY	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR (CIVC CENTRE)
556	ARCAND SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB,GERALD	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
590	CHARETTE,ROBERT	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART, JASON	NORPROP SECURITY	DAVE HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTSAGE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER, MATTHEW	NORTH EAST SECURITY	SCHOOL/EA UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/S/JOHN RHODES/GE SPORTS COMPLEX
607	FROST CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420 A&B MCNABB/15 DCUGLAS/67 ELGIN/47 PRINCESS

620	FERA NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAIILUK JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILA, KIM	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN, STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI, CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN, ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHLIN, RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST
672	LEWIS, RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
674	DERASP, RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON, JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN, TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON, JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF, YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR, CHRIS	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT, KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD, KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENEYI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD, EVAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY, BRANDON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH, KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAII, MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING, MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM, DASA	DAYS INN	332 BAY ST
690	VANDERLIFT, RENE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONO/F NORPRO SECURITY	NORTH EAST SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS FLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WCRKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMPWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
702	CARRICATO, CHELSEA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLSEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
709	SCHMIDT, ALEX	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-189**

**REGULATIONS:** (AG114) A by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate the Downtown Heritage Block Party from 2:00 p.m. to 11:00 p.m. on September 29, 2017.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

**1. EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the Downtown Heritage Block Party from 2:00 p.m. to 11:00 p.m. on September 29, 2017 is deemed not to be in violation of By-law 80-200.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 25<sup>th</sup> day of September, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-190**

**AGREEMENT:** (AG164) A by-law to authorize the execution of the Agreement between the City and OutSpoken Brewing Inc. to permit the raised patio deck on the laneway adjacent to 350 Queen Street East to permanently occupy the space.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 25, 2017 between the City and OutSpoken Brewing Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to permit the raised patio deck on the laneway adjacent to 350 Queen Street East to permanently occupy the space.

**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 25<sup>th</sup> day of September, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

Schedule "A"

AG164

**LICENCE TO OCCUPY CITY PROPERTY**

**THIS LICENCE** made in triplicate this 25th day of September, 2017.

**B E T W E E N:**           **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(herein referred to as the "City")

- and -                   **OUTSPOKEN BREWING INC.**  
(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City ("the City Property") identified as the Laneway adjacent to Civic Address 350 Queen Street East, Sault Ste. Marie, ON, specifically as shown and identified on Schedule "A" attached to this Licence to Occupy City Property (the "Licence").

This Licence is subject to the conditions set out in Schedule "B" attached, which to the extent each condition is or becomes applicable, the Licencee covenants to observe for the period of one (1) year commencing on October 2, 2017 and thereafter from year to year until the Licence is terminated in accordance with Schedule "B".

In this Licence, "the City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

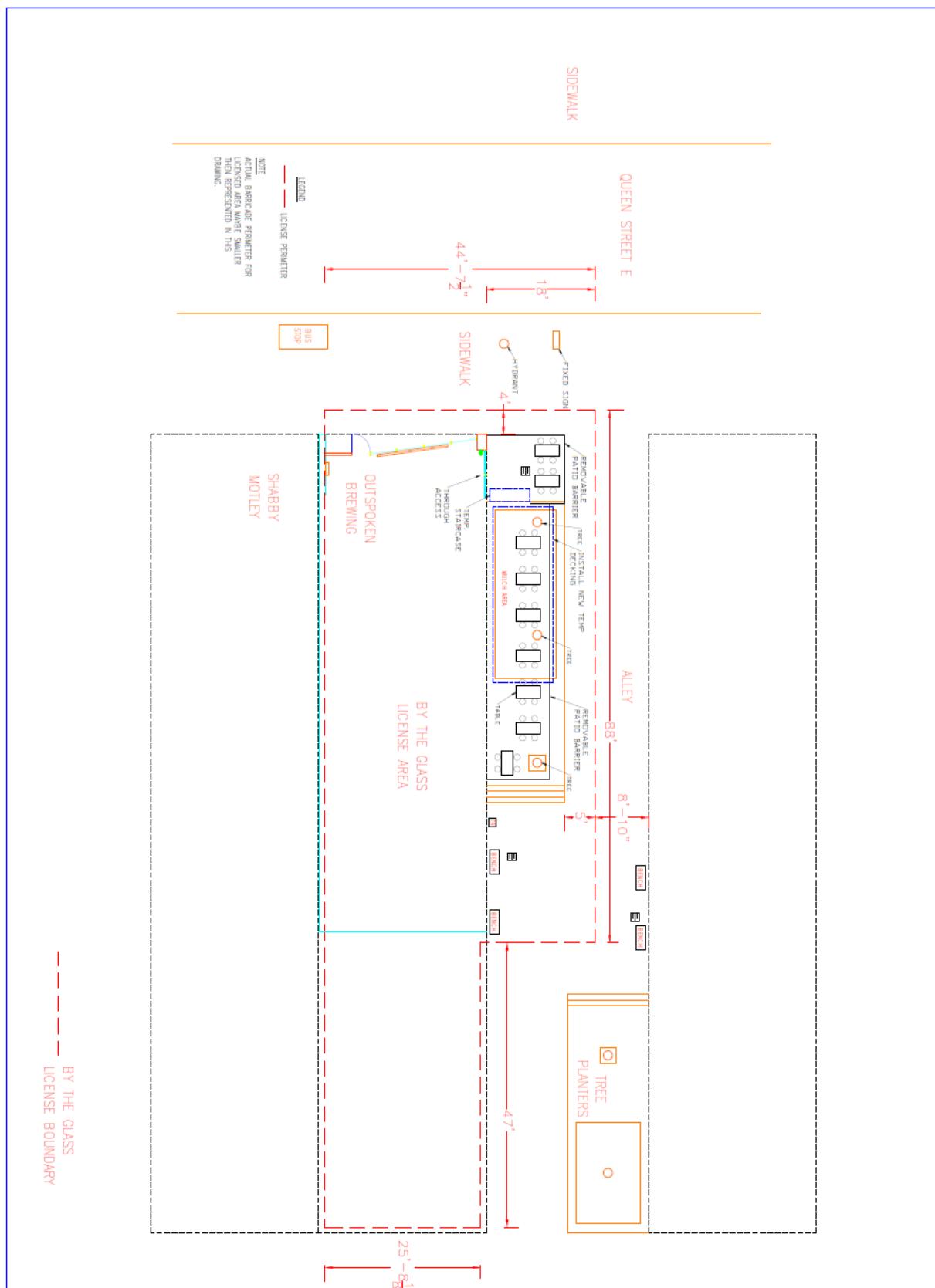
In witness thereof the parties hereto have affixed their hands and seals on the date written above.

<b>SIGNED, SEALED AND DELIVERED</b>	) <b>OUTSPOKEN BREWING INC.</b>
)	)
)	)
)	)
)	<b>GRAHAM ATKINSON – DIRECTOR/CEO</b>
)	)
)	<i>I have authority to bind the Licencee</i>
)	)
)	)
)	<b>THE CORPORATION OF THE CITY OF SAULT STE. MARIE</b>
)	)
)	<b>MAYOR – CHRISTIAN PROVENZANO</b>
)	)
)	<b>CITY CLERK – MALCOLM WHITE</b>
)	)
)	<i>We have the authority to bind the Corporation</i>

**SCHEDULE "A" TO  
LICENCE TO OCCUPY CITY PROPERTY**

**City Property**

The City grants the Licencee the right to occupy that portion of the Laneway adjacent to 350 Queen Street East in the location as indicated on the map below, and subject to the conditions outlined in Schedule "B".



HOLDING CORP., SAULT STE MARIE			PROJECT NO: P_2017_02_02		
DRIVE No.	REVISIONS		FACILITY NO:	LICENSING	
			FILE NO:	OUTSPOKEN BUILDING PLAN	
	Drawn By: V.A., FEB., 2017		SCALE:	NTS	REVISION: 0
	Checked By: V.A., FEB., 2017		CON'T. SHT.:		
	Approved By: V.A., FEB., 2017		SHEET:	AA	
			LAYOUT		
			BY-THE-GLASS		

**SCHEDULE "B"**  
**LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

**Use of City Property**

1. The City hereby grants the Licencee permission to have a raised outdoor patio deck of the dimension 88 feet by 18 feet (the "Outdoor Patio") at the location identified in Schedule "A" to this Licence Agreement ("City Property") for a period of one (1) year commencing on October 2, 2017 and thereafter from year to year until terminated (the "Term").
2. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely the Outdoor Patio. The Licencee shall not erect any buildings or other structures on the City Property.

**Design and Operation**

3. The Licencee shall ensure the following design conditions are being complied with regarding the Outdoor Patio, specifically:
  - a. The Outdoor Patio, fencing, barrier or other accessories thereto shall not impede egress or access from or to a structure;
  - b. Furniture and accessories on the Outdoor Patio shall not protrude into the pedestrian pathway at any time or obstruct pedestrian or vehicular sightlines;
  - c. Partitions, including fencing or railing systems, shall be decorative and free from jagged or sharp edges or other features that could cause injury in the Outdoor Patio's regular use;
  - d. All Outdoor heating devices used by the Licencee shall be approved by the Canadian Standards Association (CSA);
  - e. The Outdoor Patio shall be designed such that it shall remain accessible at all times;
  - f. The Outdoor Patio shall not restrict access to a fire hydrant; and
  - g. The Licencee shall erect a removable partition that is at least one metre tall but not taller than 1.2 metres separating the Outdoor Patio from the sidewalk or other pedestrian walkway.
4. The Licencee shall ensure the following operational conditions are being complied with regarding the Outdoor Patio, specifically:
  - a. The Outdoor Patio and accessories thereof shall not encroach upon the frontage of any neighbouring establishment(s) without written authorization from the property owner of the neighbouring establishment(s) so affected;
  - b. The Outdoor Patio area and accessories thereof shall be kept orderly and in good condition and any required maintenance shall be completed in a timely manner;
  - c. Furniture and accessories on the Outdoor Patio shall be secured when not in use and outside the hours of operation of the Licencee;
  - d. Smoking on the Outdoor Patio shall not be permitted or allowed to be permitted; and
  - e. The Outdoor Patio shall not exceed overall occupant numbers as listed on the Licencee's liquor licence.
5. If the City, in its sole discretion, determines that the Design and Operation conditions contained in Sections 3 and 4 above are not being complied with, it may provide the Licencee with reasonable opportunity to remedy or, where the City deems it appropriate, terminate this Agreement by providing the Licencee with written notice of termination and order the immediate removal of the Outdoor Patio to the satisfaction of the City.
6. If, in the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that removal of any portion or the entirety of the Outdoor Patio is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Outdoor Patio to its condition prior to such access by the City and/or emergency personnel.

7. If, in the sole discretion of the City, the City requires access to any portion of the existing storm system located below the Laneway adjacent to Civic Address 350 Queen Street East, such that removal of any portion or the entirety of the Outdoor Patio is required, the Licencee shall in no way restrict such access. The City may proceed with all access necessary and remove any part or the entirety of the Outdoor Patio as the City determines is necessary at its sole discretion. The City shall in no way be responsible for restoring the Outdoor Patio to its condition prior to such access by the City.
8. If food is to be prepared, served or consumed on the Outdoor Patio at any time, the Licencee represents and warrants that it has obtained all necessary approvals from Algoma Public Health for same. At no time shall the City be responsible for any matters related to the preparation of food on the Outdoor Patio. The Licencee shall fully indemnify and save harmless the City from and against all losses, costs, damages and expenses of every kind of nature which the City may suffer, be at or be put to by reason or in consequence of noncompliance by the Licencee.

### **Liability and Insurance**

9. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Outdoor Patio. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, presence, use and removal of the Outdoor Patio located on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Outdoor Patio.
10. All matters related to the Outdoor Patio are the responsibility of the Licencee. At no time shall the City be responsible for any matters related to the Outdoor Patio, and the Licencee shall indemnify and save harmless the City from any costs, expenses and liabilities incurred and suffered by the City that may result from same.
11. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Outdoor Patio, the intent being that the City shall be at no risk or expense to which it would not have been put had the Outdoor Patio and the use the City Property by the Licencee not occurred.
12. The Licencee shall keep in force during the Term, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,00.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie. Should the Licencee cancel the said insurance policy for any reason, the Licencee must give the City thirty (30) days' written notice prior to cancellation.

### **Compliance with Laws**

13. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the use of the City Property during the Term, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.

### **Taxes**

14. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the use of the City Property during the Term.

### **No Assignment**

15. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City.

## Liquor Regulation

16. The Licencee represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. The Licencee further represents and warrants that it has submitted a written form of notification of the Outdoor Patio to the Alcohol and Gaming Commission of Ontario ("AGCO"), Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*. The Licencee represents and warrants that it has obtained the AGCO's approval for the Outdoor Patio.
17. The Licencee shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Outdoor Patio. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Outdoor Patio. The Licencee shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee of such liquor licence requirements and/or approvals.
18. The Licencee represents and warrants that it has secured all necessary liquor license approvals for utilizing the Outdoor Patio during the Term.

## Termination

19. The City or the Licencee may cancel this agreement on giving six (6) months' written notice to the other party of their intention to do so. In the event that the City receives complaints with regards to noise being generated from the Outdoor Patio, the City reserves the right to cancel this agreement on giving ten (10) days' written notice to the Licencee. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified:

<b>CITY</b>	City Solicitor The Corporation of the City of Sault Ste. Marie P.O. Box 580 Sault Ste. Marie, Ontario P6A 5N1
<b>LICENCEE</b>	OutSpoken Brewing Inc. 55 St. Georges Avenue West Sault Ste. Marie, Ontario P6C 1B3

20. In the event the Licencee fails to observe or uphold, or violates any of the terms of this Agreement, the determination of which shall be made by the City at its sole discretion, the City reserves the right to terminate this Agreement effective immediately on giving the Licencee written notice of termination. The Licencee shall immediately remove all structures on the City Property upon receipt of such notice.
21. In the event that this Licence is terminated in accordance with paragraphs 19 or 20, the provisions of paragraphs 6-18 inclusive of this Licence shall survive the termination of this Licence. All structures on the City Property shall be removed upon such termination.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-196**

**AGREEMENT:** (AG166) A by-law to authorize the execution of the Agreement between the City and Community Living Algoma and Sacor Handicapped Accommodations (collectively referred to as the "Owner") to permit the Owner and its agents to cross over an existing City easement to complete the installation of an interior building fire suppression sprinkler system.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 25, 2017 between the City and Community Living Algoma and Sacor Handicapped Accommodations (collectively referred to as the "Owner"), a copy of which is attached as Schedule "A" hereto. This Agreement is to permit the Owner and its agents to cross over an existing City easement to complete the installation of an interior building fire suppression sprinkler system.

**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 25<sup>th</sup> day of September, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

Schedule "A"

**THIS RIGHT OF WAY AGREEMENT** (the "Agreement") made this 25<sup>th</sup> day of September, 2017.

**BETWEEN:**

**COMMUNITY LIVING ALGOMA and  
SACOR HANDICAPPED ACCOMMODATIONS**  
(hereinafter referred to as the "Owner")

- and -

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter referred to as the "City")

**WHEREAS** Sacor Handicapped Accommodations is the registered owner in fee simple in possession of lands known municipally as 113 Breton Road, Sault Ste. Marie, ON, which lands are legally described as PT LT 10-11 PL H494 ST. MARY'S PT 9, 10 1R4127; S/T T212307; SAULT STE. MARIE (the "Lands");

**AND WHEREAS** Community Living Algoma operates out of the Lands and contracted with Elliot Engineering to construct an interior building fire suppression sprinkler system (the "Sprinkler System") on the aforesaid Lands, in accordance with the Site Plans attached as Schedules "A" and "B" to this Agreement (the "Project");

**AND WHEREAS** Sacor Handicapped Accommodations and Community Living Algoma are collectively referred to as the Owner for the purposes of this Agreement and both are bound by the terms and conditions of this Agreement;

**AND WHEREAS** the Owner authorized S. & T. Group to make, on behalf of the Owner, an Application for a Permit to Construct or Demolish to the City for the aforementioned Project on the Lands;

**AND WHEREAS** the City acquired a Sanitary Sewer Easement on, over, under and through Parts 2, 3, 6, 7, 10 & 11, Plan 1R-4127, for the following purposes, namely: to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said lands, mains and pipes for sanitary sewers (the "Sanitary Sewer System") including all pipes, mains, conduits, connections, valves, apparatus, appliances, manholes, catchbasins and fixtures necessary or incidental thereto and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the City shall have access to the said land at all times by its servants, agents,

contractors and its or their vehicles, supplies and equipment; which Easement was registered on the 30<sup>th</sup> day of July, 1980 as Instrument No. T212307;

**AND WHEREAS** the aforementioned Sprinkler System will run under and through Part 10, Plan 1R-4127 (the "Subject Property");

**AND WHEREAS** the Owner has requested from the City a right of way to permit the installation of the Sprinkler System under and through the Subject Property;

**AND WHEREAS** the City is prepared to grant the said right of way, subject to the terms and conditions set forth herein;

**NOW THEREFORE** in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The City hereby grants the Owner and its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of them a right of way to permit the installation and maintenance of the Sprinkler System under and through the Subject Property for a period of two (2) years, commencing on the date the City issues the building permit for the Project on the Lands and thereafter from year to year on the same terms and conditions until terminated (the "Term").
2. The City reserves the right to terminate this agreement at any time on giving thirty (30) days' written notice to the Owner of their intention to do so.
3. The Owner shall, at its sole cost, liability and expense assume full responsibility for any and all matters related to the Sprinkler System and the Project on the Lands.
4. The Owner shall not do or cause to be done, any action which would damage or injure the City's Sanitary Sewer System.

5. The Owner shall be responsible for any damages to the City's Sanitary Sewer System and to the Subject Property caused directly or indirectly by the acts or omissions of the Owner or persons acting under the authority of the Owner.
6. In the event that the Owner causes any damage or injury to the City's Sanitary Sewer System, the Owner acknowledges and agrees that the City may, at its sole discretion, repair the City's Sanitary Sewer System to the condition it existed at the commencement of the Term and any costs incurred by the City in such restoration shall be payable by the Owner immediately upon demand by the City.
7. The Owner acknowledges and agrees that notwithstanding the Project and this Agreement, the City shall continue to have full access to the Subject Property at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment, for the purposes of, but not limited to, maintaining, reconstructing or repairing the City's Sanitary Sewer System.
8. The Owner further acknowledges and agrees that if, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel require access to any portion of the Subject Property for any reason, the Owner shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Subject Property to its condition prior to such access by the City and/or emergency personnel.
9. The Owner agrees to defend, indemnify and save harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings, collectively hereinafter referred to as the "Claims", made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Owner, its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of them including but not limited to the design, delivery, transportation, preparation, installation, or construction of the Sprinkler System, the Project, or any other activity arising out of or connected with this Agreement. The City shall have choice of attorney/counsel

and shall direct and have carriage of all matters related to the Claims. The Owner shall reimburse the City for all Claims as set forth herein forthwith upon demand.

10. The Owner, its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of them shall comply with all laws, by-laws, rules and relations of any governing body respecting the construction of the Project, and any matters set out in this Agreement, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Owner, its directors, officers, employees, consultants, subcontractors, agents or other persons for which it is responsible in law or any of them with such laws, by-laws, rules and regulations.
11. The Owner shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Five Million (\$5,000,00.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie. Should the Owner cancel the said insurance policy for any reason, the Owner must give the City thirty (30) days' written notice prior to cancellation.
12. The Owner shall not undertake any additional construction, improvements, enhancements, or changes to the Subject Property that are beyond the scope of the construction contemplated by the Project without first obtaining the consent of the City.
13. The Parties hereto agree that upon the execution of this Agreement, the City shall issue a Permit for the Project.
14. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile transmission and that if signed by all Parties such transmission will constitute a legally binding agreement.
15. The Owner shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior written consent of the City.

16. This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.
17. The provisions of this Agreement shall be binding upon, and enure to the benefit of the Parties and their respective successors and (where applicable) permitted assigns.
18. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
19. The parties hereto agree that paragraphs 4-10 herein survive the termination of this Agreement.

In witness whereof, the parties hereto have affixed their hands and seals.

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

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE  
*We have the authority to bind the corporation.*

**COMMUNITY LIVING ALGOMA and  
SACOR HANDICAPPED ACCOMMODATIONS**

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Name: Rhonda Stone  
Position: Director of Finance/Business Manager  
*I have the authority to bind the corporations.*