



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

Monday, January 23, 2017

4:30 pm

Council Chambers
Civic Centre

Pages

1.	ADOPTION OF MINUTES	12 - 41
----	----------------------------	---------

Mover Councillor S. Butland
Seconder Councillor J. Krmpotich

Resolved that the Minutes of the Regular Council Meeting of 2017 01 09 and Budget Meeting of December 5, 2016 be approved.

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

3.	DECLARATION OF PECUNIARY INTEREST
----	--

4.	APPROVE AGENDA AS PRESENTED
----	------------------------------------

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that the Agenda for 2017 01 23 City Council Meeting as presented be approved.

5.	PROCLAMATIONS/DELEGATIONS
----	----------------------------------

5.1	Bon Soo 2017
-----	---------------------

Rebecca Miller, President, Bon Soo Board of Directors

5.2	Youth Homelessness Awareness Month
-----	---

Mike Nadeau, Chief Administrative Officer, District of Sault Ste. Marie Social

Services Administration Board

5.3	Black History Month	
	Jane Omollo, President, African Caribbean Canadian Association of Northern Ontario	
5.4	Postpartum Depression Awareness Month	
	Lindsay Collins	
5.5	Downtown Association – Strategic Planning Update	
	Josh Ingram, General Manager	
5.6	Convergent Energy	
	Tremor Temchin, Director, Canadian Operations	
5.7	Tire Processing Plant Status Update	42 - 47
	Bob MacBean, CEO Environmental Waste International	
	(Material attached supplied by Councillor S. Butland)	
	Mover Councillor S. Butland	
	Seconder Councillor P. Christian	
	Resolved that Sault Ste. Marie City Council recognizes and supports the efforts of Environmental Waste International Inc. in its endeavours to expand its client base and that Mayor Provenzano be authorized to correspond with the Province in this regard.	
6.	COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA	
	Mover Councillor P. Christian	
	Seconder Councillor R. Romano	
	Resolved that all the items listed under date 2017 01 23 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	Correspondence	
6.1.1	Mayor Provenzano to Assistant Deputy Fire Marshal	48 - 51
6.1.2	AMO's 2017 Pre-Budget Submission	52 - 61
6.2	Street Closure – Push for Change	62 - 65
	A letter of request for a temporary street closing in conjunction with Push for Change is attached for the consideration of Council,	

- Gore Street from Queen Street East to Albert Street – February 1, 2017 – 11:00 a.m. to 5 p.m.

The relevant By-law 2017-24 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3

Council Travel

Mover Councillor P. Christian
Seconder Councillor R. Romano

Resolved that Councillor S. Hollingsworth be authorized to travel to Detroit, Michigan for 3 days in April to attend the Great Lakes Economic Forum at an estimated cost to the City of \$1,400.

Mover Councillor P. Christian
Seconder Councillor R. Romano

Resolved that Councillor L. Turco be authorized to travel to Toronto for 2 days in January to attend the AMO Board Meeting at an estimated cost to the City of \$300.

6.4

Retention of Restructuring Lawyer Fee Update

66 - 68

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

Mover Councillor S. Butland
Seconder Councillor R. Romano

Resolved that the report of the Chief Administrative Officer dated 2017 01 23 concerning the approval of an additional \$75,000 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.

6.5

Tender for Bulk Coarse Highway Salt

69 - 71

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

Mover Councillor S. Butland
Seconder Councillor R. Romano

Resolved that the report of the Manager of Purchasing dated 2017 01 23 be received and that the tender submitted by K+S Windsor Salt for the supply and delivery of Bulk Coarse Highway Salt at their tendered price of \$98.94 plus HST per tonne for the first season, with adjusted pricing as shown for the following four seasons, be approved.

6.6

Advisory Services Engineering Agreement

72 - 73

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

The relevant By-law 2017-27 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7 Black Road Widening Project 74 - 77

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

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that the report of the Director of Engineering dated 2017 01 23 concerning the Black Road Widening Project be received as information.

6.8 Travel Request for Wawa Provincial Offences Court 78 - 79

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

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that the report of the Solicitor/Prosecutor dated 2017 01 23 concerning Court Administration Enforcement Clerk/Court Reporter's travel to Wawa for Provincial Offences Court, including related travel expenses for 2017, such expenses estimated to be Seven Thousand Two Hundred (\$7,200.00) Dollars be approved.

6.9 Amendment of Ken Danby Art Loan Agreement 80 - 81

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

The relevant By-law 2017-23 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10 Approval of Standard Form Heritage Property Agreement 82 - 83

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

The relevant By-law 2017-18 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11 Municipal Law Enforcement Officers 84 - 87

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

The relevant By-law 2017-28 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12	City By-Law Enforcement Officers	88 - 90
A report of the Manager of Transit and Parking is attached for the consideration of Council.		
The relevant By-law 2017-29 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		
7.1.1	Changes to Municipal Legislation	91 - 93
A report of the Deputy CAO / City Clerk – Corporate Services is attached for the consideration of Council.		
Mover Councillor S. Butland Seconder Councillor R. Romano		
Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2017 01 23 concerning Changes to Municipal Legislation be received as information.		
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	
8.	UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL	
8.1	David Orazietti	
Mover Councillor M. Shoemaker Seconder Councillor F. Fata		
Whereas David Orazietti recently stepped down from his position as MPP for Sault Ste. Marie and Minister of Correctional Services and Community Safety for the Province of Ontario; and		

Whereas Minister Orazietti has served as MPP for Sault Ste. Marie since 2003, having also served in 3 cabinet portfolios; and

Whereas prior to becoming MPP, Minister Orazietti served two terms on City Council as councillor for Ward 1; and

Whereas Minister Orazietti has a long list of achievements that have helped Sault Ste. Marie, including a new Sault Area Hospital, an independent Algoma University, renewal of the Sault College and Algoma U campuses, new schools built in Sault Ste Marie and innumerable other achievements;

Now Therefore Be It Resolved That the Council of the City of Sault Ste. Marie express to David Orazietti their immense gratitude for his commitment and dedication to our community and Province.

8.2

Posting of Expenses to Website

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Whereas the City website provides the opportunity to give additional information to the City residents in a quick and accessible way; and

Whereas many residents have an interest in how the City is spending its money; and

Whereas the City is committed to being open and transparent with taxpayers about the expenses it incurs;

Now Therefore Be It Resolved that staff review and report back to Council on the practicality of posting departmental budgets in an easily accessible place on the City website; as well as staff travel expenses and travel reports and all City credit card statements website with all necessary security information redacted.

8.3

2018 Budget

Mover Councillor M. Shoemaker

Seconder Councillor F. Fata

Whereas on December 5, 2016 a City budget was passed containing a 4.34% levy increase for 2017; and

Whereas the community is facing economic anxiety due to instability in the local economy; and

Whereas Council expects preparations for the 2018 budget to commence immediately

Now Therefore Be It Resolved that the five City Departments, being: Public

Works and Engineering, Emergency Services, City Legal Department, Corporate Services, and Community Development and Enterprise Services be directed to present to City Council 2018 preliminary budgets with a targeted decrease of no less than 1% versus their 2017 approved budgets.

8.4

Third Line and Peoples Road Intersection

Mover Councillor M. Bruni
Seconder Councillor F. Fata

Whereas Third Line has had a very large increase in traffic, both commercial and residential; and

Whereas the intersection of Third Line and Peoples Road has become a very busy intersection with continual back up traffic and frustrated drivers; and

Whereas this intersection will probably continue to increase in traffic, from all directions, resulting in more frustrated drivers and more traffic accidents;

Now Therefore Be It Resolved that staff be requested to report to Council with a report on possible changes to the current status of this intersection, that may very well get worse if nothing is done (i.e. 4 way stop signs).

8.5

Free Parking for Shadows of the Mind Film Festival

Mover Councillor R. Niro
Seconder Councillor L. Turco

Whereas the Shadows of the Mind Film Festival runs from Monday, February 27 to Sunday, March 5, 2017; and

Whereas the Shadows of the Mind Film Festival "is a film festival that showcases films and other art forms for two purposes: to entertain and to educate. By attracting audiences through the entertainment value of film, the film festival uses select films and events to increase awareness and education on mental health and addiction issues as well as other prevalent social topics as decided each year"; and

Whereas the Shadows of The Mind Film Festival is a not-for-profit organization; and

Whereas the primary venue for the film festival is the Grand Theatre; and

Whereas on some days during the week, the film festival will have films and panel discussions from 9:00 a.m. to midnight; and

Whereas many patrons of the film festival attend in the morning and stay for the entire day, having lunch and dinner in the downtown area,

Now Therefore Be It Resolved that the 2 hour daily parking limit be waived at

the Brock-Albert parking lot to permit full free parking from Monday, February 27, 2017 to Friday, March 3, 2017 during the week of the Shadows of the Mind Film Festival.

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 S. Butland
Seconder Councillor R. Romano

Resolved that all By-laws under item 11 of the Agenda under date 2017 01 13 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 2017-18 (Heritage Designations) Standard Form For Heritage Property Agreements 94 - 104

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Butland
Seconder Councillor R. Romano

Resolved that By-law 2017-18 being a by-law to approve the standard form of a Heritage Property Agreement and authorize the executions of same be passed in open Council this 23rd day of January, 2017.

11.1.2 By-law 2017-19 (Street Assumption) Various 105 - 106

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that By-law 2017-19 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 23rd day of January, 2017.

11.1.3 By-law 2017-21 (Taxes) Interim Tax Levies 107 - 109

Mover Councillor S. Butland
Seconder Councillor R. Romano

Resolved that By-law 2017-21 being a by-law to provide for Interim Tax Levies be passed in open Council this 23rd day of January, 2017.

11.1.4 By-law 2017-22 (Appointments - Local Boards) Municipal Freedom of Information and Protection of Privacy Act 110 - 110

Mover Councillor S. Butland

Seconder Councillor R. Romano

Resolved that By-law 2017-22 being a by-law to appoint members of Council to act as Head for the purposes of administering the *Municipal Freedom of Information and Protection of Privacy Act* be passed in open Council this 23rd day of January 23, 2017.

- 11.1.5 **By-law 2017-23 (Agreement) Art Gallery of Hamilton** 111 - 119

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Butland
Seconder Councillor R. Romano

Resolved that By-law 2017-23 being a by-law to authorize the execution of an amended Agreement between the City and the Art Gallery of Hamilton permitting the extension of the loan of Canadian artist Ken Danby's painting "Opening the Gates" be passed in open Council this 23rd day of January, 2017.

- 11.1.6 **By-law 2017-24 (Temporary Street Closing) Gore Street Push For Change Event** 120 - 120

Mover Councillor S. Butland
Seconder Councillor R. Romano

Resolved that By-law 2017-24 being a by-law to permit the temporary closing of Gore Street from Queen Street to Albert Street on February 1, 2017 to facilitate the Push for Change event be passed in open Council this 23rd day of January, 2017.

- 11.1.7 **By-law 2017-25 (Zoning) 25 Findlay Drive (1890692 Ont. Ltd.)** 121 - 123

Council Report was passed by Council resolution on January 9, 2017.

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that By-law 2017-25 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Findlay Drive (1890692 Ont. Ltd.) be passed in open Council this 23rd day of January, 2017.

- 11.1.8 **By-law 2017-26 (Development Control) 25 Findlay Drive (1890692 Ont. Ltd.)** 124 - 126

Council Report was passed by Council resolution on January 9, 2017.

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that By-law 2017-26 being a by-law to designate the lands located at 25 Findlay Drive an area of site plan control (1890692 Ont. Ltd.) be passed

in open Council this 23rd day of January, 2017.

- 11.1.9 By-law 2017-27 (Agreement) AECOM Canada Ltd. 127 - 143**
- A report from the Land Development and Environmental Engineer is on the Agenda.
- Mover Councillor S. Butland
Seconder Councillor R. Romano
- Resolved that By-law 2017-27 being a by-law to authorize the execution of an Agreement between the City and AECOM Canada Ltd. for consulting engineering services to address waste water conveyance, waste water treatment and waste water control system issues be passed in open Council this 23rd day of January, 2017.
- 11.1.10 By-law 2017-28 (Parking) Municipal Law Enforcement Officers 144 - 147**
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor S. Butland
Seconder Councillor R. Romano
- Resolved that By-law 2017-28 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 23rd day of January, 2017.
- 11.1.11 By-law 2017-29 (Parking) By-law Enforcement Officers 148 - 149**
- A report from the Manager of Transit and Parking is on the Agenda
- Mover Councillor S. Butland
Seconder Councillor R. Romano
- Resolved that By-law 2017-29 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 23rd day of January, 2017.
- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**
- 13. CLOSED SESSION**
- Mover Councillor S. Butland
Seconder Councillor J. Krmpotich

Resolved that this Council proceed into closed session to discuss the proposed acquisition of property in the west end of the City.
(a proposed or pending acquisition or disposition of land – section 239 (2)(c) Municipal Act)

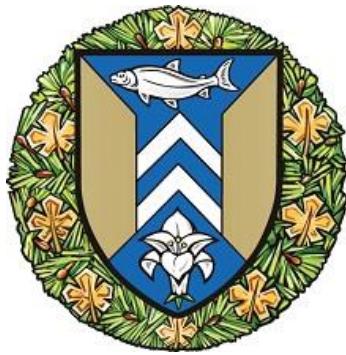
Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter(s) without the need for a further authorizing resolution.

14.

ADJOURNMENT

Mover Councillor P. Christian
Seconder Councillor R. Romano

Resolved that this Council now adjourn.



The Corporation of the City of Sault Ste. Marie
Budget Meeting of City Council
Minutes

Monday, December 5, 2016

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.
Huppenen, Councillor L. Turco, Councillor R. Niro, Councillor M.
Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R.
Romano

Absent:
Councillor M. Shoemaker

Officials:
A. Horsman, M. White, L. Girardi, T. Vair, M. Figliola, N. Kenny, P.
Niro, S. Schell, D. McConnell, S. Hamilton Beach, R. Tyczinski, F.
Coccimiglio, D. Elliott, F. Pozzebon, A. Shier, N. Grisdale, M.
Borowicz-Sibenik, V. McLeod, D. Scott, S. Parr, R. Santa Maria, N.
Fera, J. Bruzas, M. McCracken, A. Starzomski, M. Pinder, M.
Blanchard, T. Reid, K. Stanghetta, R. Nenonen, M. Lebel

1. Approve Agenda as Presented

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the Agenda for 2016 12 05 Budget Meeting as presented be approved.

Carried

2. Declarations of Pecuniary Interest

Councillor L. Turco declared a conflict in the event the Police Service budget is discussed – spouse employed by Police Service.

Councillor R. Niro declared a conflict in the event Fire Services re-alignment is discussed – brother employed by Fire Services.

Councillor R. Romano declared a conflict – spouse is a member of the board of directors of the Art Gallery of Algoma.

3. 2017 Budget Input

The report of the Chief Financial Officer/Treasurer was received.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 12 05 concerning 2017 Budget Input be received as information.

Carried

4. 2017 Operating Budget

4.1 Corporate Services (including Mayor & Council and CAO)

4.2 Community Development and Enterprise Services

4.3 Public Works and Engineering Services

4.4 Legal Department

4.5 Fire Services

4.6 Deliberations

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that City Council proceed into Committee of the Whole to consider the following matter referred to it for consideration – 2017 budget deliberations.

Carried

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – 2017 budget deliberations.

Carried

December 5, 2016 Budget Meeting Minutes

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland

Resolved that this Council proceed into closed session to discuss budget cuts that have labour relations components.

(Section 239 (2)(d) Municipal Act)

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

Carried

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland

Resolved that City Council proceed into Committee of the Whole to consider the following matter referred to it for consideration – 2017 budget deliberations.

Carried

Moved by: Councillor R. Romano
Seconded by: Councillor P. Christian

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – 2017 budget deliberations.

Carried

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that the Rules of Procedure be suspended to allow the meeting to exceed 5 hours in length.

Carried

Moved by: Councillor S. Myers
Seconded by: Councillor R. Niro

Resolved that municipal funding of the Library budget be decreased by \$100,000 and that municipal funding to the Art Gallery of Algoma be increased by \$100,000 on a continuing basis.

Carried

December 5, 2016 Budget Meeting Minutes

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that the preliminary 2017 operating budget be approved with the following adjustments:

Decreases:

- \$314,015 Fire Services – adjustment for retirements
- \$750,000 contingency estimate adjustment
- \$68,300 organizational re-alignment – Public Works and Engineering Services
- \$433,745 organizational re-alignment – Community Development and Enterprise Services
- \$24,700 organizational re-alignment – Corporate Services
- \$24,700 household hazardous waste facility not opening on Saturdays during the winter months
- \$23,000 permanent removal of the St. Marys River fountain
- \$820,000 miscellaneous construction – resurfacing

Increases:

- \$20,220 MPAC annual fee greater than estimate
- \$3,551 Museum supplementary increase
- \$100,000 winter control increase to reverse a previously applied decrease

resulting in an increase in the municipal levy from 2016 of 4.34% for a total 2017 municipal tax levy of \$108,906,104.

Carried

5. 2017 Capital Budget

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer/Treasurer dated October 24, 2016 concerning the 2017–2019 Capital Budget and Forecast be received and that the 2017 Capital Budget and Financing Sources as set out in Appendix B and Capital from Current allocation and projects in Appendix D be approved.

Carried

6. Adjournment

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland

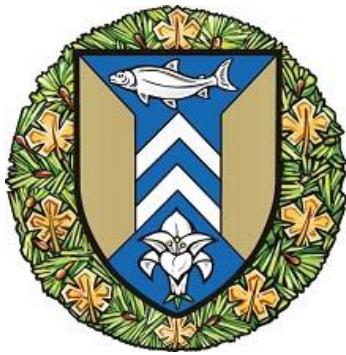
Resolved that this Council shall now adjourn.

Carried

December 5, 2016 Budget Meeting Minutes

Mayor

City Clerk



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 9, 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. Huppenen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Officials: A. Horsman, M. White, M. Figliola, L. Girardi, N. Kenny, S. Schell, T. Vair, D. Elliott, D. McConnell, S. Hamilton Beach, R. Tyczinski, F. Coccimiglio, V. McLeod

1.

ADOPTION OF MINUTES

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

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

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor R. Romano – Licence of Occupation for Storage at the Essar Centre with Sault Major Hockey Association

Law firm involved in litigation with Sault Major Hockey Association.

3.2 Councillor R. Romano – By-law 2017-3 (Agreement) Sault Major Hockey Association

Law firm involved in litigation with Sault Major Hockey Association.

3.3 Councillor L. Turco – Sault Ste. Marie Police Services Board

Spouse employed by Police Services.

3.4 Councillor J. Krmpotich – Pointe des Chenes – Water Issue

Board member – Sault Ste. Marie Airport Development Corporation.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that the Agenda and the Addendum for the 2017 01 09 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 2016 Christmas Lighting Awards

Giordan Zin, Supervisor, Customer Engagement, PUC Services Inc. was in attendance.

5.2 Canada 150

Community Calendar; Mural Mosaic Project

Virginia McLeod, Manager of Recreation and Culture was in attendance.

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

Whereas this is the first meeting of the Sault Ste. Marie City Council in 2017; and

Whereas 2017 marks Canada's 150th Anniversary of Confederation; and

Whereas a Canada 150 calendar of events for the community is posted on the City's website and all groups and organizations are invited to provide information for a free listing on the calendar by contacting the Clerk's office; and

Whereas the Sault Ste. Marie Canada 150 celebrations will highlight National Aboriginal Day on June 21, St. Jean Baptiste Day on June 24, Multi-Cultural Day and Canada 150 Art Mosaic unveiling on June 27 and Canada Day with the John Rowswell Hub Trail Festival on July 1 and other events throughout the year; and

Whereas the first, very Canadian event all Saultites can gather in celebration for is our own Bon Soo Winter Carnival taking place February 3–12,

Now Therefore Be It Resolved that the Mayor's Committee on Canada 150 does encourage all Saultites to find their own way of celebrating being Canadian throughout this year and to watch for more information on upcoming community celebrations coming soon.

5.2.1 Dr. Roberta Bondar Days

25th Anniversary of the Space Shuttle Discovery Voyage

5.2.2 Community Calendar

Virginia McLeod, Manager of Recreation and Culture was in attendance.

5.2.3 Mural Mosaic Project

Virginia McLeod, Manager of Recreation and Culture was in attendance.

5.3 Take the Pledge Against Racism and Discrimination

Danny Krmpotich, Co-ordinator, Sault Ste. Marie and Area Local Immigration Partnership was in attendance.

5.4 Alzheimer Awareness Month

Terry Caporossi, Executive Director, Alzheimer Society Sault Ste. Marie and Algoma District and Rina Clark were in attendance.

5.5 World Religion Day

Chris Faulkner, Volunteer, Interfaith Committee of Sault Ste. Marie was in attendance.

5.6 Crimestoppers Month

Tom Burmaster, Chair, Crimestoppers Board of Directors was in attendance.

5.7 A-1-17-Z - 25 Findlay Drive

Paul Jobst (applicant) and Mark Oliver (21 Findlay Drive) were in attendance.

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

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that all the items listed under date 2017 01 09 – Agenda item 6 – Consent Agenda be approved as recommended, save and except items 6.11 and 6.13.

Carried

6.1 Hiawatha Snowfest

The request for a letter of non-objection for extension of a liquor licenced area (private property) was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for liquor licence extension on private property for an outdoor event on the following date and time:

Hiawatha Snowfest – Hiawatha Highlands – 767 Landslide Road

- January 28, 2017 – 11:00 a.m. to 4:30 p.m.

Carried

6.2 2017 Corporate Membership Fees

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Deputy City Clerk dated 2017 01 09 concerning 2017 corporate membership fees be received as information and that payment of 2017 memberships be approved.

Carried

6.3 Housekeeping – Boards and Committees

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

The relevant By-laws 2017-8; 2017-9; 2017-10; 2017-11; 2017-12; and 2017-15 are listed under item 11 of the Minutes.

6.4 Wastewater Advisory Services

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Land Development and Environmental Engineer dated 2017 01 09 concerning Wastewater Advisory Services be received and that single sourcing to AECOM be approved for services through an annual upset limit of \$75,000 with the Engineering Agreement to be brought forward at a future Council meeting.

Carried

6.5 West End Wastewater Treatment Plant Upgrades and Septage Receiving Station

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

The relevant By-law 2017-13 is listed under item 11 of the Minutes.

6.6 Young Street and Main Pump Station Modifications

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

The relevant By-law 2017-6 is listed under item 11 of the Minutes.

6.7 Humane Society By-law Proposal

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

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the report of the Solicitor/Prosecutor dated 2017 01 09 concerning Humane Society By-law Proposal be received and that the Legal Department proceed with the consolidation of animal control by-laws and return with a draft by-law for review.

Carried

6.8 Licence of Occupation for Storage at the Essar Centre with Sault Major Hockey Association

Councillor R. Romano declared a conflict on this item. (Law firm involved in litigation with Sault Major Hockey Association.)

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

The relevant By-law 2017-3 is listed under item 11 of the Minutes.

6.9 Licence of Occupation for Storage at the Essar Centre with The Sault Figure Skating Club

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

The relevant By-law 2017-4 is listed under item 11 of the Minutes.

6.10 Licence of Occupation for Storage at the Essar Centre with Royal Canadian Legion

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

The relevant By-law 2017-2 is listed under item 11 of the Minutes.

6.12 Traffic By-law – Annual Review 2016 – Correction

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

The relevant By-law 2017-7 is listed under item 11 of the Minutes.

6.11 Pointe des Chenes – Water Issue

Councillor J. Krmpotich declared a conflict on this item. (Board member - Sault Ste. Marie Airport Development Corporation.)

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

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that the report of the Director of Public Works dated 2017 01 09 concerning Pointe des Chenes – Water Issue be received as information.

Carried

Moved by: Councillor R. Romano

Seconded by: Councillor F. Fata

Resolved that representatives of Algoma Public Health be requested to attend the January 23, 2017 Council meeting to respond to concerns surrounding reports of benzene in the well water in the Pointe des Chenes area.

Carried

6.13 Landfill Service Area

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

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that the report of the Director of Public Works dated 2017 01 09 concerning Landfill Service Area be received as information.

Carried

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Romano

Resolved that staff report to Council on implementing higher user fees for the City Landfill for non-Sault residents.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-1-17-Z – 25 Findlay Drive

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Senior Planner dated 2017 01 09 concerning rezoning application A-1-17-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) to Single Detached Residential Zone (R2.S) with a special exception to permit a duplex dwelling within the existing home, subject to the following conditions:

1. To permit 2 existing required parking spaces (along Findlay Drive frontage) to be located in a required front yard;
2. To permit 1 existing required parking space (within detached garage) to locate partially within a required exterior side yard;
3. To reduce the required exterior side yard of the existing home and garage from 4.5m to 2m;

4. To reduce the rear yard setback of the existing garage from 0.6m to 0.1m, and that the Legal Department be directed to prepare the necessary by-law(s) to effect this approval.

Carried As Amended

Amendment:

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor P. Christian

Resolved that agenda item 7.6.1 - A-1-17-Z - Findlay Drive be amended by inserting an additional condition:

5. That the application be subject to site plan control.'

Carried

7.6.2 A-2-17-Z – 413, 417 and 421 Old Garden River Road

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that the Report of the Senior Planner dated 2017 01 09 be received and that Council rezone the subject properties from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit a single storey 4-plex on each of the three (3) subject properties, in addition to the uses permitted in an "R2" (Single Detached Residential Zone), subject to the following conditions:

1. That the required frontage be reduced from 23m to 20.8m
2. That on 413 Old Garden River Road:
 - a. The required east interior side yard be reduced from 7.5m to 4.2m
 - b. The west interior side yards be reduced from 7.5m to 1.82m.
3. That on 417 and 421 Old Garden River Road:
 - a. The required east interior side yards be reduced from 7.5m to 1.82m
 - b. The west interior side yards be reduced from 7.5m to 4.2m.
 - c. The west interior side yards be reduced from 7.5m to 1.82m.
4. That the applicant registers on title, long term easement agreements related to the shared parking arrangement.
5. That the subject properties be deemed subject to Site Plan Control.
6. That the applicant submits a vegetation retention plan as part of the Site Plan Control Application submission, to the satisfaction of the Planning Director,

and that the Legal Department be directed to prepare the necessary by-law(s) to effect this approval.

Postponed

Amendment:

Moved by: Councillor M. Bruni

Seconded by: Councillor J. Krmpotich

Resolved that agenda item 7.6.2 - A-2-17-Z – 413, 417 and 421 Old Garden River Road be postponed to the February 21, 2017 Council meeting.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

The Board and Committee Nomination Committee met on December 13, 2016 and December 20, 2016 to consider applications to boards and committees. The names of the applicants and their applications have been made available to Council under separate cover.

The Board and Committee Nomination Committee recommends that the vacancy on the Committee of Adjustment be re-posted with a description of specific desired skill sets.

The recommended nominations are listed below.

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that all items listed under agenda item 7.8 be approved.

Carried

7.8.1 Appointments to Boards and Committees (Members Appointed by Council)

7.8.1.1 Best for Kids Committee

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillors J. Krmpotich and R. Niro; the Manager of Recreation and Culture (V. McLeod); and citizens Paul Beach, Helen Calvelli, Silvana Casola, Sam Cistaro, Brenda Anne Clarke, Kerri Dool, Jackie Lajoie, Kate Lawrence, Ghislain LeBel, Carol Lucio, Lina Magli, Jennifer Miller and Kate Parniak be appointed to the Best for Kids Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.2 Christmas Lighting Awards Judging Committee

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that Councillors P. Christian, F. Fata, R. Romano and L. Turco and citizens Tina Bastos, Lindsay Marshall, Cindy Pinder and Natalie Vaudry-Bertolo be appointed to the Christmas Lighting Awards Judging Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.3 Committee of Adjustment

Recommended that the vacancy on the Committee of Adjustment be re-posted with a description of the specific desired skill sets.

7.8.1.4 Committee of Revision (Local Improvements)

The relevant By-law 2017-20 is listed under item 11 of the Minutes.

7.8.1.5 Conferences and Major Special Events Funding Committee

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that Councillors M. Bruni, R. Niro, M. Shoemaker and S. Hollingsworth and two municipal staff (Tourism Sault Ste. Marie – I. McMillan; Clerk's Department – R. Tyczinski) be appointed to the Conferences and Major Special Events Funding Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.6 Cultural Advisory Board

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillor S. Hollingsworth and citizens Elspeth Belair, Wayne Greco, Nora Ann Harrison, Sean Meades, Desiree Ostrowski, Christopher Rous and Chelsea Wieja be appointed to the Cultural Advisory Board from January 9, 2017 to December 31, 2018.

Carried

7.8.1.7 Dangerous Dog Committee

Appointments are not recommended pending animal control by-law review.

7.8.1.8 Emergency Management Planning Committee

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that Mayor C. Provenzano and Councillors F. Fata and R. Niro be appointed to the Emergency Management Planning Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.9 Environmental Initiatives Committee

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that Councillors S. Butland, M. Shoemaker and S. Myers be appointed to the Environmental Initiatives Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.10 Environmental Monitoring Committee (Landfill Site)

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that Councillor R. Niro; Director of Public Works (S. Hamilton Beach) and Land Development and Environmental Engineer (C. Taddo); and citizens Kathy Lemieux, Rosina MacDonald, Peter McLarty and Rod Stewart, with Brent Rouble as alternate, be appointed to the Environmental Monitoring Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.11 Fence Viewers Committee

The relevant By-law 2017-20 is listed under item 11 of the Minutes.

7.8.1.12 Finance Committee

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillors M. Bruni, R. Niro and M. Shoemaker and the Chief Financial Officer and Treasurer (S. Schell) and Manager of Audits and Capital Planning (J. Bruzas) be appointed to the Finance Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.13 Historic Sites Board

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillor M. Shoemaker; and citizens Carol Caputo, Silvana Casola, David Conyers, Brian Tremblay, Jami van Haaften and Rick Webb be appointed to the Historic Sites Board from January 9, 2017 to December 31, 2018.

Carried

7.8.1.14 Municipal Freedom of Information and Protection of Privacy Act (Head)

The relevant By-law will appear on a future Agenda.

7.8.1.15 Municipal Heritage Committee

The relevant By-law 2017-20 is listed under item 11 of the Minutes.

7.8.1.16 Ontarians with Disabilities Accessibility Advisory Committee

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that Councillors S. Butland and L. Turco; the Accessibility Co-ordinator (N. Scott) and Senior Planner (P. Tonazzo); and citizens Anne Marie Borkowski, Gieselle Bourgault, Don Calvert, Denise Elliott, David Gass, Shannon Gowans, Dan Jennings, Craig Kohler, Derrick Lavallee, Ann Marie McPhee, Diane Morrell, Malcolm Morrison, Shirley Pulkkinen and Wendy Ross be appointed to the Ontarians with Disabilities Accessibility Advisory Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.17 Parks and Recreation Advisory Committee

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillor R. Niro and citizens Chris Alfano, Robert Carricato, Sam Cistaro, Deane Greenwood, Mark Kontulainen, Bill Lindsay, Susan Milne and Jack Moore be appointed to the Parks and Recreation Advisory Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.1.18 Property Standards Committee

The relevant By-law 2017-20 is listed under item 11 of the Minutes.

7.8.1.19 Walk of Fame Selection Committee

Moved by: Councillor J. Krmpotich

Seconded by: Councillor R. Romano

Resolved that Councillors S. Butland; P. Christian and F. Fata; three representatives of the Downtown Association (appointed by the Downtown Association); one Chamber of Commerce representative (appointed by the Chamber of Commerce); and citizens Chris Alfano and Angela Corcoran be appointed to the Walk of Fame Selection Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.2 Boards and Committees to which Council Appoints Members but which are not Boards or Committees of Council

7.8.2.1 Algoma District Municipal Association

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that Councillors M. Bruni and R. Niro (with Councillor M. Shoemaker as alternate) be appointed to the Algoma District Municipal Association from January 9, 2017 to December 31, 2018.

Carried

7.8.2.2 Algoma Public Health

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that Lucas Castellani, Ian Frazier and Heather O'Brien be appointed to Algoma Public Health from January 9, 2017 to December 31, 2018.

Carried

7.8.2.3 Celebrating International Friendship Committee Bridgewalk

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillor F. Fata be appointed to the Celebrating International Friendship Committee Bridgewalk from January 9, 2017 to December 31, 2018.

Carried

7.8.2.4 Sault Ste. Marie Region Conservation Authority

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that Councillors M. Bruni, J. Hupponen, J. Krmpotich and R. Romano be appointed to the Sault Ste. Marie Region Conservation Authority from January 9, 2017 to December 31, 2018.

Carried

7.8.2.5 District Social Services Administration Board

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillors M. Bruni, P. Christian, S. Hollingsworth, J. Hupponen, J. Krmpotich and L. Turco be appointed to the District Social Services Administration Board from January 9, 2017 to December 31, 2018.

Carried

7.8.2.6 Economic Development Corporation Board of Directors

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that Councillor S. Hollingsworth be appointed to the Sault Ste. Marie Economic Development Corporation from January 9, 2017 to December 31, 2018.

Carried

7.8.2.7 Sault Ste. Marie Humane Society

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that Councillor R. Romano be appointed to the Sault Ste. Marie Humane Society from January 9, 2017 to December 31, 2018.

Carried

7.8.2.8 Sault Ste. Marie Police Services Board

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

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that Mayor C. Provenzano and Councillor M. Bruni; and citizen Rick Webb be appointed to the Sault Ste. Marie Police Services Board from January 9, 2017 to December 31, 2018.

Carried

7.8.3 Boards and Committees to which Council Nominates Members for Consideration

7.8.3.1 Association of Municipalities of Ontario

Moved by: Councillor P. Christian
Seconded by: Councillor R. Romano

Resolved that Councillor L. Turco be nominated to the Association of Municipalities of Ontario from January 9, 2017 to December 31, 2018.

Carried

7.8.3.2 Federation of Northern Ontario Municipalities

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that Councillor M. Shoemaker be nominated to the Federation of Northern Ontario Municipalities from January 9, 2017 to December 31, 2018.

Carried

7.8.3.3 Sault Ste. Marie Innovation Centre Board of Directors

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that Councillor R. Romano be nominated to the Sault Ste. Marie Innovation Centre Board of Directors from January 9, 2017 to December 31, 2018.

Carried

7.8.3.4 Museum Management Board

Moved by: Councillor P. Christian
Seconded by: Councillor R. Romano

Resolved that the Manager of Recreation and Culture (V. McLeod) be nominated to the Museum Management Board from January 9, 2017 to December 31, 2018.

Carried

7.8.3.5 Source Protection Committee

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the Senior Planner (P. Tonazzo) and the Land Development and Environmental Engineer (C. Taddo) be nominated to the Source Protection Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.3.6 St. Marys River Bi-National Public Advisory Committee

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the Land Development and Environmental Engineer (C. Taddo) be nominated to the St. Marys River Bi-National Public Advisory Committee from January 9, 2017 to December 31, 2018.

Carried

7.8.3.7 St. Marys River Marine Heritage Centre (Norgoma) Board of Directors

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the Manager of Recreation and Culture (V. McLeod) be nominated to the St. Marys River Marine Heritage Centre (Norgoma) Board of Directors from January 9, 2017 to December 31, 2018.

Carried

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

8.1 Job Creation

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas many of the current job creation and employer incentive programs target the youth population usually with an under 30-years of age eligibility threshold; and

Whereas these programs are very helpful as career starters designed to assist young people looking to break into the job market; and

Whereas often the programs are of mutual assistance to the employer as they seek to grow their company and train new employees; and

Whereas the demographic of the employable population appears to be changing and a greater number of older job seekers have come into the employment pool for a variety of reasons; and

Whereas some individuals find themselves unemployed at an older age and yet have a number of employable years remaining;

Now Therefore Be It Resolved that as both levels of senior government look at the development of new job creation programs, City Council asks that consideration be given to less age-restrictive programs that could permit mature workers to receive assistance to remain in the workforce.

Carried

8.2 Ontario Finnish Resthome Association

Moved by: Councillor F. Fata

Seconded by: Councillor M. Bruni

Whereas the Ontario Finnish Resthome Association was established in 1971 to provide a home-like retirement community that offers multiple levels of care for seniors in the Algoma District; and

Whereas one of the Ontario Finnish Resthome Association's principal residences, the Mauno Kaihla Koti residence, was constructed in 1991 and now needs to be updated in order to meet present-day standards as set out by the Ministry of Health and Long-Term Care; and

Whereas the Ontario Finnish Resthome Association has an application before the Ministry of Health and Long-Term Care to redevelop the Mauno Kaihla Koti residence in order to better serve the needs of residents and to become compliant with current standards; and

Whereas the redevelopment of the residence would be a major construction project that would provide increased job opportunities for health care workers, better care for current and future residents and additional housing options for area seniors,

Now Therefore Be It Resolved that City Council requests that the Mayor write a letter of support on its behalf to the Ministry of Health and Long Term Care endorsing the Ontario Finnish Resthome's application to redevelop the Mauno Kaihla Koti residence.

Carried

8.3 2018 Budget

Moved by: Councillor M. Shoemaker
Seconded by: Councillor F. Fata

NOTICE OF MOTION

Whereas on December 5, 2016 a City budget was passed containing a 4.34% levy increase for 2017; and

Whereas the community is facing economic anxiety due to instability in the local economy; and
Whereas Council expects preparations for the 2018 budget to commence immediately;

Now Therefore Be It Resolved that the five City Departments, being: Public Works and Engineering, Emergency Services, City Legal Department, Corporate Services, and Community Development and Enterprise be directed to present to City Council 2018 preliminary budgets with a decrease of no less than 1% versus their 2017 approved budgets.

8.4 Posting of Expenses to Website

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

NOTICE OF MOTION

Whereas the City website provides the opportunity to give additional information to the City residents in a quick and accessible way; and

Whereas many residents have an interest in how the City is spending its money; and

Whereas the City is committed to being open and transparent with taxpayers about the expenses it incurs;

Now Therefore Be It Resolved that the departmental budget for each individual department be posted in an easily accessible place on the City website; further that staff travel expenses and travel reports be posted in an easily accessible place on the City website; further that all City credit card statements be posted in an easily accessible place on the City website with all necessary security information redacted.

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 S. Butland
Seconded by: Councillor R. Romano

Resolved that all By-laws under item 11 of the Agenda under date 2017 01 09 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 2017-1 (Traffic) Consolidate Traffic By-law 77-200

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 9th day of January, 2017.

Carried

11.1.2 By-law 2017-2 (Agreement) Royal Canadian Legion Branch 25

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-2 being a by-law to authorize a Licence agreement between the City and the Royal Canadian Legion Branch 25 for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario be passed in open Council this 9th day of January, 2017.

Carried

11.1.4 By-law 2017-4 (Agreement) The Sault Figure Skating Club

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-4 being a by-law to authorize a Licence agreement between the City and The Sault Figure Skating Club for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario be passed in open Council this 9th day of January, 2017.

Carried

11.1.5 By-law 2017-5 (Streets) Official Street Names List

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-5 being a by-law to re-adopt Official Street Names List be passed in open Council this 9th day of January, 2017.

Carried

11.1.6 By-law 2017-6 (Agreement) S&T Electrical Contractors Ltd. (2016-13E)

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-6 being a by-law to authorize the execution of a contract between the City and S&T Electrical Contractors Ltd. for electrical modifications at both the Young Street and Main pump stations (Contract 2016-13E) be passed in open Council this 9th day of January, 2017.

Carried

11.1.7 By-law 2017-7 (Traffic) Amend By-law 77-200

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-7 being a by-law to amend Schedules "A", "F", and "H" of Traffic By-law 77-200 be passed in open Council this 9th day of January, 2017.

Carried

11.1.8 By-law 2017-8 (Local Boards) Parks and Recreation Advisory Committee

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-8 being a by-law to amend Schedule "A" of By-law 2001-61 being a by-law to continue the Parks and Recreation Advisory Committee be passed in open Council this 9th day of January, 2017.

Carried

11.1.9 By-law 2017-9 (Local Boards) Sault Ste. Marie Historic Sites Board

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-9 being a by-law to amend By-law 2001-229 being a by-law to re-establish the Sault Ste. Marie Historic Sites Board be passed in open Council this 9th day of January, 2017.

Carried

11.1.10 By-law 2017-10 (Local Boards) Municipal Heritage Committee

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-10 being a by-law to amend By-law 2003-117 being a by-law to create the Municipal Heritage Committee (formerly the Local Architectural Conservation Advisory Committee), provided for the appointment of members thereto, establish Terms of Reference and repeal By-law 2002-206 be passed in open Council this 9th day of January, 2017.

Carried

11.1.11 By-law 2017-11 (Local Boards) Planning Advisory Committee

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-11 being a by-law repeal By-law 89-323 being a by-law to establish a Planning Advisory Committee and provide for the appointment of Members thereto be passed in open Council this 9th day of January, 2017.

Carried

11.1.12 By-law 2017-12 (Property Standards) Committee

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-12 being a by-law to establish a Property Standards Committee pursuant to Section 15.1 of the *Building Code Act*, 1992, S.O. 1992, c. 23 be passed in open Council this 9th day of January, 2017.

Carried

11.1.13 By-law 2017-13 (Agreement) Engineering AECOM

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-13 being a by-law to authorize the execution of a Scope Change to the Consulting Services Agreement dated May 16, 2016 be passed in open Council this 9th day of January, 2017.

Carried

11.1.14 By-law 2017-14 (Agreement) Dedicated Gas Tax Funds for Public Transportation Program

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-14 being a by-law to authorize the execution of a Letter of Agreement between the City of Sault Ste. Marie and Her Majesty the Queen in the Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Dedicated Tax Funds for Public Transportation Program be passed in open Council this 9th day of January, 2017.

Carried

11.1.15 By-law 2017-15 (Local Improvements) Committee of Revision

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-15 being a by-law to establish a Committee of Revision pursuant to O. Reg. 586/06 made under the *Municipal Act, 2001*, S.O. 2001, c. 25 be passed in open Council this 9th day of January, 2017.

Carried

11.1.16 By-law 2017-16 (Zoning) 65 Simon Avenue (Sault North Holdings)

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-16 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 65 Simon Avenue (Sault North Holdings) be passed in open Council this 9th day of January, 2017.

Carried

11.1.17 By-law 2017-17 (Zoning) 1044 Great Northern Road (Nello Iannelli)

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2017-17 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1044 Great Northern Road (Nello Iannelli) be passed in open Council this 9th day of January, 2017.

Carried

11.1.18 By-law 2017-20 (Appointments to Local Boards)

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law No. 2017-20 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 9th day of January, 2017.

Carried

11.1.3 By-law 2017-3 (Agreement) Sault Major Hockey Association

Councillor R. Romano declared a conflict on this item. (Law firm involved in litigation with Sault Major Hockey Association.)

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2017-3 being a by-law to authorize a Licence agreement between the City and the Sault Major Hockey Association for the use of a portion of the Essar Centre located at 269 Queen Street East, Sault Ste. Marie, Ontario be passed in open Council this 9th day of January, 2017.

Carried

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

11.3.1 By-law 2016-172 (Local Improvement) Franklin Street

Moved by: Councillor S. Butland
Seconded by: Councillor R. Romano

Resolved that By-law 2016-172 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Franklin Street from Henrietta Avenue to

Laura Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the Third time and passed in open Council this 9th day of January, 2017.

Carried

11.3.2 By-law 2016-173 (Local Improvement) Grace Street

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that By-law 2016-173 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Grace Street from Bruce Street to Elgin Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the Third time and passed in open Council this 9th day of January, 2017.

Carried

11.2 By-laws before Council for FIRST and SECOND 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 S. Butland

Seconded by: Councillor R. Romano

Resolved that this Council proceed into closed session to discuss:

- two matters subject to solicitor/client privilege (PUC; Assessment Review Board)
- education/training regarding public sector compensation

(advice that is subject to solicitor/client privilege – section 239(2)(f) *Municipal Act*; a meeting held for the purpose of education or training the members – section 239(3.1) *Municipal Act*)

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

Carried

14. ADJOURNMENT

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

Premier announces new Sault tire-recycling plant

Jul 16, 2009 12:12 PM by: David Helwig



Premier Dalton McGuinty is in Sault Ste. Marie today.

At this hour, he's with Sault MPP David Orazietti at the Roberta Bondar Building downtown, announcing a \$2 million Northern Ontario Heritage Fund grant to Ellsin Environmental Ltd. to test a patented process for reclaiming used tires.

The company will establish a test plant here in Sault Ste. Marie.

The premier will also attend the launch of Essar Steel's co-generation facility this afternoon.

Here's the official announcement about Ellsin Environmental.

Beneath it, SooToday.com has posted a news release issued late last month by another company, Environmental Waste International Inc., that reveals more about the Ellsin initiative.

******* McGuinty government helps tire processing facility create jobs**

A new processing technology in Ontario will create new jobs and provide a cleaner method for reclaiming used tires.

The Northern Ontario Heritage Fund Corporation (NOHFC) is investing \$2 million to help Ellsin Environmental Ltd. establish a plant to test a patented process for reclaiming used tires.

As many as 25 jobs will be created when the Sault Ste. Marie plant launches.

The plant will use new green technology that breaks scrap tires down into their original components - carbon black, gas, oil and steel.

Some of the recovered materials can potentially be used to generate power.

With environmental approvals, the funding for this project would be provided under the NOHFC Enterprises North Job Creation Program.

The program invests in private sector projects to help bring new jobs and economic prosperity to the North.

Quotes *Supporting new technologies and creating green jobs is the right thing to do for our economy and our environment. Projects like this one put Ontario at the cutting edge of green tech, while ensuring that used tires are managed in an environmentally responsible way.*

- Dalton McGuinty Premier of Ontario

Establishing this innovative new business in our city will help foster job creation and further establish Sault Ste. Marie as a leader in green technology. This initiative will offer new options to manage existing tire disposal and environmental challenges.

- David Orazietti MPP for Sault Ste. Marie

******* Quick facts**

- There are currently more than 2.8 million used tires stockpiled across the province.
- Ontario Tire Stewardship is an industry-funded program launching on September 1 to deal with the more than 12 million used tires generated in Ontario each year.
- Used tires can be recycled into a variety of products including: rubber flooring, interlocking patio bricks, roofing shingles, livestock feeders and troughs, landscape mulch, belts and guitar straps, parts for new vehicles and rubberized asphalt to pave streets and highways.

******* Environmental Waste International receives order for prototype tire system**

AJAX, ONTARIO - Environmental Waste International Inc. (EWI) (CDNX:EWS.V - News) through its 100 percent owned subsidiary, EWI Rubber Inc. (EWIR) has received an order to develop a prototype tire system from Ellsin Environmental Ltd (Ellsin), a private Canadian corporation.

Under a signed prototype agreement, EWIR will build a TR900 system for \$4.175 million, about 80 percent of the \$5.25 million total project cost.

Based on EWI's patented Reverse Polymerization(TM) process, the system is designed to break down at least 900 tires per day and recover carbon black, oil and steel, while producing its own power from the off-gases.

The TR900 will serve as a showpiece for EWIR's tire technology.

As part of the agreement, EWIR will grant Ellsin all available territorial rights for the TR technology in Canada and the United States, subject to future performance requirements.

The order culminates months of collaboration between EWIR and Ellsin.

Ellsin is financing the project from private investors, an Ontario provincial funding program and EWI (as indicated below).

Ellsin has made a \$50,000 non-refundable deposit and must deliver an additional \$1,150,000 in the next four weeks in order to proceed with the contract.

Once the full deposit has been received, EWIR will begin the engineering and manufacture of the TR900 while assisting Ellsin with its permit and site preparations.

The project should be completed in about 12 months.

EWI has negotiated the purchase of a 37.5 percent equity interest in Ellsin.

EWI will finance the purchase through a share placement with Ellsin's investors.

The placement, subject to TSXV approval and a hold period, is for up to six million units at \$0.15 per unit.

Each unit will include one common share of EWI and a two-year warrant that will entitle the holder to purchase an additional share at \$0.20 per share.

EWI has designed systems for the sterilization of medical and animal waste, liquid waste and food waste as well as the breakdown of several other organic materials including tires.

EWI continues to work on designs for other applications.

Please visit EWI's home page at: www.ewmc.com

MOGO

See your credit score for free in just three minutes!*



Download on the App Store

GET YOURS NOW

* See website for details.

Why wait to have a good night sleep?



Clearance Priced Mattresses Everyday.



NEWS LOCAL

Local pilot plant in catch-22

By Elaine Della-Mattia, Sault Star

Friday, April 12, 2013 10:51:50 EDT PM



Ellsin Environmental Ltd. has hit a major snag that is preventing its recycling process from rolling tires into recycled materials.

The Sault Ste. Marie plant, created as an \$8-million pilot project plant in the city's west end with the help of federal and provincial government funding, was designed to process 900 scrap tires per day and transform them into syngas, oil, steel and carbon black.

Ellsin has encountered difficulties creating carbon black to marketable standards, but the company believes it has tweaked its process and the problem is now fixed.

But now, Ellsin finds itself in a catch 22.

The company relies on the Ontario Tire Stewardship (OTS) to distribute the tires it needs to operate and produce its recycled product. OTS won't provide Ellsin with tires until the Sault plant has guaranteed clientele to sell its carbon black product to.

Ellsin is confident that it has reached a stage that it is developing its clientele base, but those prospective customers require sufficient quantities to test the product for their needs and that can't be done if Ellsin can't get the tires it needs to make the carbon black.

Daniel Kawte, executive director of Environmental Waste International, the parent company of Ellsin, could not be reached for comment.

OTS was established as part of the Waste Diversion Act of 2002. The Used Tires Program, funded by brand owners and first importers of tires, remits annual fees for every tire they supply into the market. Those fees are used to collect, manage and reuse the tires to prevent tire pileups.

OTS executive director Andrew Horsman said OTS has a long-standing relationship with Ellsin and understands its needs to get the Sault Ste. Marie facility geared up and is working to help them.

Horsman said that the recycled tire industry has come to a point where there is more need for the product produced than the scrap tires available.

Tires are only delivered to entities with proven commercial use for them, Horsman said in a telephone interview.

"We're trying to help them find an alternative source of tires until they are in a position to commercially sell their product and a proven product," he said.

Without the supply, the operations at the plant will be at immediate risk and staff numbers have already been reduced, Ward 1 Coun. Steve Butland told city council last week.

Butland has penned a letter to the OTS explaining the predicament and he said he is aware that a meeting between the parties was planned.

In the interim, Ellsin is examining possibilities of using stock-piled tires at Essar Steel.

"It looks promising," Butland said. "Some of the tires are immediately usable and others are large tires from trucks that would need to be cut up before they could be used. It's also good news because they have found a potential local source."

Horsman said part of OTS's mandate is to clean up the tire pile in Ontario and that is expected to be completed by the end of the year. In 2012, 500,000 tires had been removed from piles and diverted for other uses.

Some of the piles come from before the launch of the program and when the collection process began.

Horsman said he's told Ellsin officials that the OTS is also open to receiving a research and development application from the company that could help the company work to refine its product.

"The ball is in their court," Horsman said.

Ellsin Environmental Ltd., a subsidiary of Environmental Waste International, uses cutting-edge equipment to turn scrap tires into reusable materials. The process can produce enough energy to power the plant and sell its leftovers on the grid.

The patented reverse polymerization technology essentially unbakes tires and converts them back to their original elements of steel, oil, and carbon black. A synthetic gas, able to generate clean electricity that can be sold on the grid, is also produced in the process.

The 10,000-square-foot plant, on Yates Avenue, has the capacity to process 300,000 tires annually or 900 tires daily, a run that is suppose to produce more than 900 tonnes of carbon black, 240,000 gallons (U.S.) of oil and nearly 275 tonnes of steel.

Facts on Synthetic Turf

Learn more about turf safety and the benefits of
recycled rubber Go to recycledrubberfacts.org

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



Corporation of the City of
Sault Ste. Marie

January 17, 2017

Art Booth, A/Assistant Deputy Fire Marshal
Field Advisory Services
Office of the Fire Marshal and Emergency Management
3767 HWY 69 S, Suite 6
Sudbury ON P3G 0A7

Mr. Booth:

I am writing further to our meeting of yesterday. I want to thank both you and Mr. Potvin for taking an hour out of your day to discuss the current review of fire protection services in Sault Ste. Marie.

I appreciate your confirmation that the Office of the Fire Marshall and Emergency Management (OFMEM) is not of the opinion that a serious threat to public safety exists within our municipality and its review is not motivated accordingly. I recognize that your letter to me of December 7th, 2016, did not identify that as the basis of the OFMEM review but it was important to me, and I believe Council, that we ensure it is not the case.

I am also pleased that you have found the City administration cooperative. I trust and expect it will continue to be. As I stated, Council recognizes and respects the OFMEM's authority to undertake its review.

In closing, further to our discussion I attach the Office of the Coroner Jury Recommendations that arose from the inquests into the fire deaths in Whitby and East Gwillimbury. I had referenced this document in our discussion, specifically one of the three recommendations to municipalities which reads, in part, as follows:

Fire Departments to explore re-allocating their current resources, and/or utilizing resources from the suppression area, for fire prevention, public education and fire safety inspection in their municipalities.

It is my understanding that the fire realignment plan in Sault Ste. Marie is consistent with this recommendation but I welcome the OFMEM's assessment and look forward to your report. If there are areas where we could and should improve, I am confident Council will do its best with the resources available to it.

In the meantime, if you require anything further from me I will make myself available to you at your request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christian Provenzano".
Christian Provenzano, Mayor

Attachment



Inquest into the death of:
Enquête sur le décès de :

Holly Harrison, Marilee Towie, Benjamin Twiddy, Kevin, Jennifer, Robert and Cameron Dunsmuir

JURY RECOMMENDATIONS
RECOMMANDATIONS DU JURY

To the Office of the Fire Marshal and Emergency Management

1. To consult with stakeholders to define the meaning of “public education” in section 2(1)(a) of the Fire Protection and Prevention Act through a Directive.
2. To develop a public education program related to public fire safety in accessory apartments.
3. To educate the public on its responsibility to maintain and not dismantle/vandalize smoke alarms.
4. To work with the Insurance Bureau of Canada and other stakeholders to increase insurance policy requirements for residential smoke alarms/smoke detectors and carbon monoxide detectors and to develop public service announcements to promote awareness of the importance of working smoke alarms/detectors and carbon monoxide detectors.
5. To continue and expand the accessibility of all training resources to municipalities by providing standard curriculum e-learning, Train the Trainer packages, local training opportunities and teaching materials to municipalities to provide for consistent province wide training and standards.

To the Office of the Fire Marshal and Emergency Management and Municipal Fire Departments

6. To consider incorporating lessons learned from East Gwillimbury and Whitby incidents into future course materials (with personal information and identifiers removed and without using the audio of the 911 calls), such as fire college symposia and training materials, including but not limited to suggestions for self-evacuation and/or self-preservation.
7. Fire Inspectors to notify tenants of Landlord’s non-compliance via letter.
8. Inspectors (fire or building) must have visual proof of compliance, e.g. confirming drywall installation for fire separation. (Verbal confirmation by property owner is not sufficient).
9. Develop a provincial “red-flag” system which would trigger a re-inspection of properties with a history of non-compliance/conviction under the Fire Code.
10. Canvass neighbourhood/community post fire to promote awareness of fire safety and prevention.

To the Office of the Fire Marshal and Emergency Management and Municipalities

11. To continue and expand public education on the fact that upon discovery of smoke or fire every person must immediately get out and stay out of the building.
12. As part of public education, promote awareness of different types and appropriate use of fire extinguishers. Included in this education, could be demonstrations and hands-on practice.

To Municipalities

13. Consult with stakeholders to explore the installation of clearly visible house numbers.
14. Work towards a provincially integrated computer software program to assist dispatching of 911 calls.

To the Ontario Association of Fire Chiefs

15. Fire Departments to explore re-allocating their current resources, and/or utilizing resources from the suppression area, for fire prevention, public education and fire safety inspections in their municipalities. This could include a Home Visit Public Education program and literature that will provide occupants home fire safety information, such as the presence of smoke detectors, CO detectors, escape plans, vulnerable occupants (physical and cognitive disabilities), appliance (e.g. dryer) safety, delivered by fire fighters as provided by the municipality. Such programs may include a home inspection as determined by the municipality.

To the Ontario Association of Fire Chiefs and the Ontario Association of Chiefs of Police

16. To encourage collaboration between fire departments and police services in the area of training with a view to ensuring a safe and efficient response to structure fires and the preservation and collection of fire investigation related evidence.

To the Ministry of Education

17. To consult with the Office of the Fire Marshal and Emergency Management and develop fire safety curriculum for high school students and young adults leaving home for the first time and their parents focusing on fire safety and fire prevention skills, including safe cooking, smoke alarms, the need for a means of egress and having and practicing an emergency exit plan in case of fire.

18. To make available to the School Boards the OFMEM burn room videos and "No Time To Spare" video to raise awareness of how fast and deadly the by-products of fire can be (e.g. smoke).

19. Explore opportunities to work with fire prevention and detection officers, as part of the mandatory volunteer hours curriculum for high school students. For example, students could work together to find ways to promote fire safety amongst their peers, e.g. "Cop Lights Bling". A video produced by the RCMP to raise awareness of moving over when cruisers lights are on.

To the Ministry of Community Safety and Correctional Services

20. To make a Regulation, pursuant to clause 78(1)(k) of the Fire Protection and Prevention Act, requiring mandatory certification and training, to recognized industry standards, for all personnel (as defined in the Fire Protection and Prevention Act) whose primary job function is to perform: 1) fire inspections, 2) public education, and/or 3) communications (call-taking / dispatch).

21. To work with the Technical Standards and Safety Association (TSSA) to promote the installation of Carbon Monoxide detectors through HVAC technicians who install gas fired appliances.

22. To amend section 9.8 of the Fire Code to address interior finishes of the means of egress in accessory apartments with only one means of escape and, in particular, require that such finishes have a maximum flame spread rating of 150.

For example:

- a. 9.8.3.2 (2). Where a dwelling unit is served by one means of escape conforming to Sentence (1), the flame spread rating of interior wall and ceiling finishes adjacent to stairs within the dwelling unit leading to the means of escape shall not exceed 150.

- b. 9.8.3.3. (3). Where a dwelling unit is served by one means of escape conforming to Sentence (1), or (2) the flame spread rating of interior wall and ceiling finishes adjacent to stairs within the dwelling unit leading to the means of escape shall not exceed 150.

23. Legislation and or code be created pursuant to the FPPA that mandates that a municipality clearly and understandably educate the residents of the community on the fire protection services provided by the municipality. This shall be done on fire department/municipal web pages, and printed literature produced by the municipality. This information should indicate whether fire protection is being provided by full time fire fighters, volunteer fire fighters or a combination of the two and their respective hours of operation.

To the Ontario Safety League

24. To liaise with existing fire safety agencies and councils, such as the Office of the Fire Marshal and Emergency Management's Public Fire Safety Council, to address the issues of fire safety campaigns, programs and education

curriculums. Refer to recommendation # 11.

To the Ontario Safety League and the Office of the Ontario Fire Marshal and Emergency Management

25. Explore the idea of using transit services advertising as a method of raising fire safety awareness, e.g. "seconds count" and "get out, stay out".

To the Media:

26. Ask the media to assist in raising awareness around fire safety including the importance of early detection through smoke alarms and the "get out, stay out" message. The public needs to be aware that the fire department may not be able to effect a rescue and therefore needs to be more vigilant with regard to fire prevention and fire detection to ensure their own safety.

To The Ministry of Municipal Affairs and Housing, the Office of the Fire Marshal and Emergency Management and the Ontario Association of Fire Chiefs

27. To consult with stakeholders, research and promote the installation of sprinklers as a component of fire and life safety in all newly constructed residential homes with the appropriate amendment under the Ontario Building Code.

28. To consult with stakeholders to research and promote two forms of egress for accessory apartments with the appropriate amendment under the Ontario Building Code.

29. Consult with the Real Estate Board and other stakeholders to explore the ability to list locations of fire halls and level of service they provide to prospective homeowners, e.g. location of schools.

30. When a building permit has been granted for renovations or retro-fit, a fire inspection must be completed, as well as a building inspection.

31. Regulation be passed pursuant to the Fire Protection and Prevention Act mandating that municipalities provide information on tax assessments indicating the level of fire protection provided to individual property owners. This information should indicate whether fire protection is being provided by full time fire fighters, volunteer fire fighters or a combination of the two and their respective hours of operation.

32. Consider communicating any changes to the fire code regarding dwelling units to property owners through the property tax assessment form.

To The Office of the Chief Coroner

33. The Office of the Chief Coroner shall request that all organizations and institutions receiving these recommendations provide reports updating their responses within a year of receipt. To inform the public of the contents of these reports, the Office of the Chief Coroner shall convene a press conference a year from the date that the recommendations were sent out to the recipient parties. Copies of the reports shall be forwarded to the jurors who will be invited to attend the press conference. All recommendations to be reviewed annually for the next two years with public reports filed providing an update on the status of the jury's final recommendations.

Personal information contained on this form is collected under the authority of the *Coroners Act*, R.S.O. 1990, C. C.37, as amended. Questions about this collection should be directed to the Chief Coroner, 25 Morton Shulman Avenue, Toronto ON M3M 0B1, Tel.: 416 314-4000 or Toll Free: 1 877 991-9959.
Les renseignements personnels contenus dans cette forme sont recueillis en vertu de la *Loi sur les coroners*, L.R.O. 1990, chap. C.37, telle que modifiée. Si vous avez des questions sur la collecte de ces renseignements, veuillez les adresser au coroner en chef, 25, avenue Morton Shulman, Toronto ON M3M 0B1, tél. : 416 314-4000 ou, sans frais : 1 877 991-9959.



AMO's 2017 Pre-Budget Submission: What's Next Ontario?

Submission to the Standing Committee on Finance and
Economic Affairs

January 16, 2017

Introduction

The Association of Municipalities of Ontario launched a project in 2015 called "What's Next Ontario?" Its purpose is to look at the long-term financial sustainability of the municipal sector and to imagine what the future might look like.

To date, this has been a conversation among municipal leaders, led by municipal leaders. It has called on local elected officials across the province to consider in practical ways, how municipal finances align with what we reasonably know today, what our communities will need for tomorrow.

With this submission, AMO seeks the government's courage to work with the municipal sector in developing a bolder revenue framework for Ontario's municipal governments. AMO also seeks the government's commitment to address some of the longstanding and developing issues in the provincial-municipal relationship that require action.

Ontarians focused on local needs

Local infrastructure and municipal services are the building blocks of hundreds of local communities and local economies. Ontarians look to elected officials to offer solutions on how to provide for good public services. Many have expressed strong opinions about what's important to them at a local level. Province-wide polling conducted in 2016 highlights some of those views:

- 90% agree or strongly agree that maintaining safe infrastructure is an important priority for their community;
- 89% agree that the services municipalities provide are important to their daily lives; and
- 76% are concerned or somewhat concerned that current local property taxes will not cover the future cost of infrastructure.

In other words, Ontarians see infrastructure as both a problem and a priority. These opinions point to the fundamental need for a plan to pay for local priorities, to address deferred capital and maintenance needs, and to build for the future.

What's been achieved together

Let there be no doubt, progress on infrastructure is being made. In 2008, fiscal relations between the Province and municipal governments were modernized through the upload agreement known as the Provincial-Municipal Fiscal and Service Delivery Review. In return for the upload of key social assistance and court security costs, valued at \$1.9 billion in 2017, municipalities promised to try and make up for lost time by increasing investments in infrastructure.

Did the municipal sector deliver on that promise? Did municipalities uphold their side of the 2008 deal? Absolutely.

From 2003-2008, (before the upload agreement) municipal own source spending on infrastructure, including debt, averaged \$4 billion. After the upload, from 2008-2013, it averaged \$6 billion per year – an increase of \$2 billion annually.

This is a great example of what governments can achieve together – both in advocacy, and in delivery. It also points to the merits of a long-term plan.

Municipal governments have redirected upload dollars into infrastructure to help make up for a lost decade of infrastructure investment. At the same time, the Province has also done what it said it would do. This is what should be celebrated about our shared history.

Another notable milestone is this government's decision in 2014 to establish a multi-year plan dedicated to provincial and municipal infrastructure within and outside the Greater Toronto and Hamilton Area (GTHA). The enhancement of this plan in 2016 to \$31.5 billion demonstrates an ongoing capital commitment which municipalities and local economies applaud.

Despite this progress, some challenges remain. Capital spending must be significantly ramped up if there is to be any hope of addressing the infrastructure and municipal service needs of Ontarians in the next ten years.

Ongoing challenges

The upload also included a decline in unconditional operating grants through the Ontario Municipal Partnership Fund (OMPF). This is an ongoing challenge. The upload has affected different communities in different ways, just as the download

nineteen years' prior, didn't treat all the same either. An inflationary increase needs to be added to the OMPF this year.

Also on the municipal operating side, the ten-year upload agreement will be fully mature next year. In other words, the predictable increases the sector has benefitted from each year for the last ten years, will be fully in place. That progress must be preserved.

Social housing wasn't uploaded – it is still the responsibility of municipal governments – upper tiers, some single tiers, and District Social Service Administration Boards in the north. Currently municipalities still face a \$1.5 billion repair backlog in the social housing portfolio. Provincial assistance is needed urgently to address this backlog. A ten-year plan to extend social housing supply to just a third of those on the waiting list, is a further \$8 billion capital challenge. Even if new stocks were built, this would create an ongoing operating pressure which municipalities cannot fund. The provincial government must once again become a more active funding partner of social housing in Ontario.

Interest arbitration is another big test. Here's a number to illustrate that point: if fire and police had received the same increase that other municipal unions did between 2010 and 2014, it would have meant \$485 million in savings to municipal governments. That could build a lot of infrastructure. It is more than four times the size of the 2016 Ontario Community Infrastructure Fund. That total, \$485 million, would build about 1750 kilometres of road - that's a road from Windsor to Montreal and back. This missed opportunity cannot be reclaimed, but it highlights how some provincial policies drive and determine key municipal costs.

Similarly, with policing, AMO is worried that a new provincial grants policy will drive future municipal costs up rather than provide the cost relief so many communities actually need. Municipalities, police service boards, and chiefs of police have shared deep concern for the impact of the government's recent grant funding changes. At stake is the provincial cost share of funding for over 2,000 front line officers. With only six week's notice, the Ministry of Community Safety and Correctional Services cancelled twelve-year-old grant programs when many police services and municipalities had already set their 2017 budgets. This could leave property taxpayers on the hook for \$400 million in payroll costs in 2018 without dedicated provincial support for those front line officers. In our view, the Ministry's proposal of a transitional, short-term grant with different funding criteria, is ill considered. The first priority must be to wind up old grants in a way that ensures no residual or legacy

fiscal burdens for police services or municipal government. The second priority should be to design future grants and direct Ministry spending in ways that support good civilian governance and policing modernization.

Improvements to the efficiency and effectiveness of policing are desperately needed. For close to five years, AMO has devoted considerable resources to the Future of Policing Advisory Committee (FPAC) on policing modernization. The grant issue above is illustrative of the fact that municipal governments and property taxpayers, the primary funders of police services, are not being fully considered in meaningful ways. The lingering issue of property counts in OPP billing methodology creates an added level of financial uncertainty for over 300 municipalities.

Ontarians pay the highest policing costs in the country. This includes both provincial and municipal expenditures. In 2014-2015, Ontarians spent \$347 per capita on policing. It is at least \$40 more than Albertans and Quebecers and, \$58 more than British Columbians. Cost growth in Ontario shows no sign of slowing down. Since 2011, costs have increased by \$2 per capita in British Columbia, by \$5 per capita in Alberta and Quebec, and by \$27 per capita here in Ontario. We continue to seek provincial action to “bend the cost curve” in Ontario.

Some have suggested that policing is facing a crisis of legitimacy. Perhaps a failure to address cost in Ontario is part of this concern. A 2015 survey of Torontonians identified the cost of policing as the number one issue facing Toronto’s new Chief of Police. Province-wide polling conducted in 2014 and 2016 by Nanos Research also illustrates that point. In 2014, 32% support police and fire personnel having the same wage and benefit increases as other employees of the same municipality. By 2016, that number had increased to 41%. In both 2014 and 2016, over a quarter of the population supported a wage freeze for police and fire personnel.

In his recent review of policing, Justice Stephen T. Goudge, Q.C. said, “Police services have been organized for an older reality. Police services must adapt if they are to improve the effectiveness and efficiency with which they deliver safety and security.” Here in Ontario, that adaptation must accelerate. It will take political leadership at the provincial level to achieve new legislation that delivers.

The challenges highlighted above illustrate just a handful of specific municipal fiscal issues. What does the big picture look like for the municipal future?

Long-term expenditure needs

AMO is looking at municipal expenditure needs over the 10-year period – 2016 to 2025. These numbers include the entire municipal sector in Ontario, all 444 municipal governments, including the City of Toronto.

Municipal operating costs are growing at \$1 billion annually. If councils keep doing what they have been doing, and assuming no new mandates, what takes \$40 billion a year in 2015 to deliver municipal services, will take \$50 billion a year by 2025. That's just to keep municipalities delivering what they've been delivering. That growth is based on historical trend, back to 2009. So it accounts for population change and inflation, if past trends remain relevant. That's just operating. Now, let's consider infrastructure needs.

The provincial government estimated that municipalities need to be spending an additional \$6 billion a year over current spending to eliminate the infrastructure deficit in ten years. That includes life cycle investment needs and growth. This estimate is from 2008, the year of the upload agreement.

It would keep what we have in a state of good repair and provides for what we will need to spend on roads and bridges, to treat water and wastewater, manage storm water, build transit, and dispose of solid waste.

The government's estimate didn't include social housing, libraries, arenas, and recreation facilities. AMO estimate those needs at an additional \$900 million annually based on accounting values and the existing social housing unit repairs needed. A rough cost estimate to expand affordable housing supply for a third of those on the wait list, is \$800 million a year for ten years.

To sum up, total estimated needs to fund operating growth beyond 2015 spending and to close the infrastructure gap over the next ten years, is \$132 billion, or \$13.2 billion annually.

Long-term revenue problem

If that is the expenditure picture for the next 10 years, how can municipal governments pay for this using existing revenue sources – property taxes, user fees, fines, charges, and transfers from senior governments.

Let's start with property taxes - \$20 billion was collected in 2015. AMO projections assume those revenues grow at the rate of inflation, 1.8%, a Ministry of Finance estimate. As for user fees - \$9 billion was collected in 2015. Projections also assume these revenues grow with 1.8% inflation over the next ten years. Other revenue includes fines, development charges, etc. There is no growth modelled into any of these revenue categories at present, including *Provincial Offences Act* revenue. It is too early to tell the impact recent legislative change and administrative practice may have on these revenues at this time.

As for transfers from the provincial and federal governments, as best as possible, AMO has accounted for every single provincial and federal dollar it possibly can. In simple terms, the totals amount to the provincial and federal governments continuing to do what both have been doing, and delivering what both said they'd deliver in the future. It assumes existing infrastructure commitments from election platforms are fulfilled, and re-newed commitments are made by senior governments in the next ten years.

How do these revenue estimates line up with the \$13.2 billion annual need noted above? Beyond 2015, the average annual contribution for the next ten years breaks down this way: \$2.9 billion from municipal property tax and user fee increases, \$2.7 billion from the provincial government, and \$2.6 billion from the federal government. The remaining gap is \$4.9 billion.

Keen observers will note this is a higher gap than was presented at the AMO Conference in August 2016. What has changed? A modest, but potentially expensive expansion of social housing is one part. The other relates to an updated estimate of the federal share of future commitments based on Ottawa's 2016 Fall Economic Statement. It provided some additional detail and clarity of long-term federal spending intentions from 2016-2025. Estimating the Ontario municipal share over that timeframe is in itself, a process filled with assumptions. Predicting the future is not a refined science, especially when it comes to transfer payment forecasts.

Revenue risks for municipalities

All of this underscores the inherent vulnerability municipalities face when it comes to financing the future at a local level. Any fluctuation in provincial or federal transfers, either up or down, will either help or hinder, contribute to, or take away from, the future of Ontario communities.

Between now and 2025, there will be a total of thirty-six provincial and federal budgets and fall economic statements at which current commitments to municipalities would need to be reaffirmed. Between now and 2025, there will be three provincial elections and three federal elections at which current commitments to municipalities would need to be reaffirmed. And yet even if all of these funding commitments are maintained, municipalities are still facing a \$4.9 billion annual unfunded challenge. This is the heart of the matter.

This analysis hasn't considered the new challenges municipalities might face in the future. Its focus is simply about how to finance what is known today to be needed for the long-term. This need, the gap, has been talked about for many years.

Municipal governments have no control over transfers from the other governments. Only through advocacy can there be any hope that new mandates come with new revenues. AMO seeks the maintenance of the province's current municipal infrastructure spending plan. Any move to back-end the existing 10-year investment plan would considerably delay closing the gap. Such a move would be to the detriment of local communities.

Municipalities have responsibility for both the capital costs and the operating costs of all municipal infrastructure. These operating dollars are a pressure locally. This is why the provincial government should keep the provincial 1/3 contribution for cost-shared infrastructure funding, even if the federal government contributes a greater amount. Recognition for these municipal operating costs helps to keep infrastructure affordable for communities across Ontario.

Property tax limits

So if municipal governments are limited to current revenue tools – what happens? What will municipal governments be coping with if there are absolutely NO increases in transfers, or no new sources of revenue?

As far as revenue goes, an alternative looks something like this - property tax and user fee increases that could exceed 8% each year for ten years.

What does an increase like this mean for a typical homeowner? If the property tax alone financed the future, a homeowner currently paying \$3,000 a year would be paying almost \$6,700 by 2025. Let's not forget, Ontarians already pay the highest property taxes in the country. How much higher is too high? Can families in all

communities afford to pay these increases? Can seniors? Can millennials? Is this the best way forward?

Ontario municipal governments will continue to bring innovations and efficiencies to the table. AMO has highlighted a number of such initiatives including shared service agreements between municipalities that deliver efficiencies. Those advancements are continuous and ongoing. But there remain a number of areas where provincial programs and legislative changes can be improved. This includes provincial action on existing municipal advocacy efforts such as joint and several liability reform, inflationary OMPF increases, and interest arbitration reform. Changes in these areas are good public policy, they are in the public interest, and AMO will continue pursuing them.

Yet even if municipalities achieved success in every single one of these areas, issues that have been pursued for many years, they do not add up to the significant need: \$4.9 billion annually.

New revenue

This raises the issue of new revenue to address the problem. This includes the existing *City of Toronto Act* special revenue tools which only the City of Toronto can use. They include: land transfer tax, parking tax, billboards, motor vehicle ownership, alcohol, tobacco, and entertainment.

As a matter of principle, all municipal governments should have the same authority, and councils can determine if any of these tools are the right fit locally. But we know they are not choices for all communities and we know none alone can deliver anything close to \$4.9 billion for all municipalities, province-wide.

The recent long-term revenue discussions at the City of Toronto reflects the types of discussions that take place in council chambers across Ontario. One big difference however, is that no other municipal council in Ontario has a suite of additional revenue tools like Toronto does. What is the government's response to the 2,800 local elected officials in all corners of the province, who face with the same fiscal challenge?

From large to small, from urban, rural, or northern, from growing, stable or fiscally challenged municipalities; in one way or another, every community faces different versions of the same test – providing services and programs for the future. Having a

19th century revenue tool kit, to deliver 21st century services, is not a successful recipe for the future.

Municipal governments from all corners of the province will be looking to the 2017 Provincial Budget to signal provincial interest in addressing the long-term financial needs of the entire municipal sector, through a bolder revenue framework developed together.

What's Next Ontario?

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Melanie TELEPHONE: 705-989-6474

ORGANIZATION (if applicable) Aboriginal Services (OSSMSSAB)

ADDRESS: 390 Bay st. POSTAL CODE: P6A 5L8

The above person hereby makes application for the closing of

Yoho street.

(Name of street to be closed)

from Queen Street to Albert Street.
(reference points - street numbers, cross streets, etc.)

from _____ to _____
(reference points - street numbers, cross streets, etc.)

on the 1 day of Sept, 2017, from 11 am/pm to 5 am/pm

on the _____ day of _____, 20 ____ from _____ am/pm to _____ am/pm

for the purpose of Push for Change.

APPROVAL SECTION:

1. **Police Services, Traffic Dept.**
Telephone 949-6300 ext 348
Fax 759-7820

John P. MacLean / 209
580 Second Line East

JAN 11 2017

Signature of Official

2. **Fire Services/Emergency Medical Services (EMS)**
Telephone 949-3335/949-3387
Fax 949-2341

72 Tapet Street

[Signature]
Signature of Official

3. **Public Works & Transportation Dept. 4.**
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

- Transit/Parking**
Telephone 759-5320
Fax 759-5834
111 Huron Street

[Signature]
Signature of Official

5. **Central Ambulance Communication 6.**
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

- Downtown Association**
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

7. **Community Services Department**
Telephone 759-5310
Fax 759-6605
99 Foster Drive
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

Signature of Official

CITY CLERK SECTION.

City Council approval was received on _____
(date) _____ (By-law No.) _____

APPROVAL SECTION:

- 1 Police Services, Traffic Dept.**
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East
- 2 Fire Services/Emergency Medical Services (EMS)**
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

- 3. Public Works & Transportation Dept.** **4.**
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

- Transit/Parking**
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

- 5. Central Ambulance Communication** **6.**
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

- Downtown Association**
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

- 7. Community Services Department**
Telephone 759-5310
Fax 759-6605
99 Foster Drive
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) _____ (By-law No.) _____

APPROVAL SECTION:

1. **Police Services, Traffic Dept.**
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East
2. **Fire Services/Emergency Medical Services (EMS)**
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

3. **Public Works & Transportation Dept. 4.**
Telephone 541-7000
Fax 541-7010
128 Sackville Road

- Transit/Parking**
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. **Central Ambulance Communication 6/**
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

- Downtown Association**
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

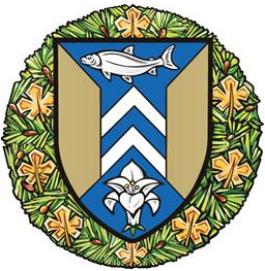
Signature of Official

7. **Community Services Department**
Telephone 759-5310
Fax 759-6605
99 Foster Drive
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____, _____
(date) (By-law No.)



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 23, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman

DEPARTMENT: Chief Administrative Officer

RE: Retention of Restructuring Lawyer Fee Update

PURPOSE

The purpose of the report is to seek Council approval to increase the upset limit of the fees to retain legal services to represent the City's interest in relation to Essar Steel Algoma Inc.'s Companies' Creditors Arrangement Act (CCAA) protection proceedings.

BACKGROUND

Essar Steel Algoma Inc. entered into CCAA protection proceedings on November 9, 2015. At that time, the City was owed approximately \$14 million for 2014/15 property taxes, including the portion collected on behalf of the school boards.

On February 22, 2016 Council approved \$175,000 for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. funded from the Contingency Reserve. On August 22, 2016 Council approved an additional \$50,000 funded from the Contingency Reserve, bringing the total to \$225,000, the majority of which has been expended.

ANALYSIS

Since the report of August 22, 2016, Essar Steel Algoma (the "Applicant") still has not remitted any payment for post filing property taxes. The City's restructuring lawyers filed a motion on behalf of the City seeking payment of post-filing property taxes. The motion was heard on June 15, 2016 at which time the City's motion was dismissed and the cross-motion of the applicant was granted, such that all obligations of the Applicants to make payment on account of Property Taxes were stayed and suspended for the duration of the CCAA Proceedings.

As of the date of this report, post-filing obligations for property tax, including interest and education share, is \$7.9 million. Including the pre-filing taxes owing,

Retention of Restructuring Lawyer Fee Update

2016 01 23

Page 2.

the total due is \$22.1 million. The first tax instalment for 2017 will be due on March 6, 2017.

The preparation for the motion and cross-examination of the Applicant were extensive and thus costly. Another factor affecting the fees of the restructuring lawyer is review of the multitude of other motions filed, such as the Ad Hoc Committee of lenders and the Port of Algoma, all which could have implications to the City's position.

The Amended DIP Facilities will mature on January 31, 2017. The Monitor, in his Twenty-Second Report dated December 20, 2016, is of the view that "a viable and consensual going concern solution will broadly benefit all stakeholders and continued delay exposes Algoma's business to greater uncertainties and risk of failure." The Monitor "encourages all stakeholders to engage in expedited and meaningful discussions to effect a successful restructuring as soon as possible." Staff expects that the City, as a stakeholder, will be more heavily involved in discussions as the January 31, 2017 date approaches and as such will be enlisting the expertise of our restructuring lawyers.

As this critical phase approaches, it will be imperative that the City's restructuring lawyers continue to monitor the proceedings and steps taken by other stakeholders, all of which is expected, often with short notice, to become more intense and active. Further, City Staff expects that the City will be brought into negotiations and if an agreement is reached, there will necessarily be significant work required to finalize any agreement or final package. The City should also be prepared to file court materials, also on short notice, seeking clarification or providing its response to any agreement or package offered, should the need arise. Finally, there may be ancillary works or responses required from the City to any proposed agreement or steps taken by parties to the CCAA proceedings. Throughout these proceedings, City Staff has and will continue to complete all tasks possible, and has and will continue to involve the restructuring lawyers only as necessary. Given the anticipated events over the next sixty or so days, it is imperative that the City be in a position to act and file all necessary responses to ensure the City's interests are protected in the CCAA proceedings.

As of the date of this report, post-filing obligations for property tax, including interest and education share, is \$7.9 million. Including the pre-filing taxes owing, the total due is \$22.1 million. The first tax instalment for 2017 will be due on March 6, 2017.

FINANCIAL IMPLICATIONS

Additional reserve resources are required to ensure that the City's priority lien status is upheld and that the taxes due are collected. Staff is recommending that an additional \$75,000 from the Contingency Reserve be approved.

STRATEGIC PLAN / POLICY IMPACT

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

Retention of Restructuring Lawyer Fee Update

2016 01 23

Page 3.

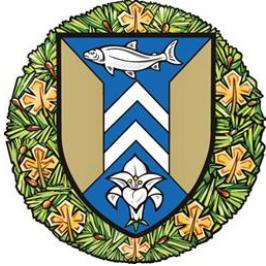
RECOMMENDATION

It is therefore recommended that Council take the following action: Resolved that the report of the Chief Administrative Officer dated January 23, 2017 regarding the approval of an additional \$75,000 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.

Respectfully submitted,

Al Horsman

Al Horsman, CAO
705.759.5347
cao.horsman@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

January 23, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Bulk Coarse Highway Salt

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Bulk Coarse Highway Salt required by the Public Works & Transportation Department for the Five (5) Winter Seasons 2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents mailed to all firms on the City's bidders lists. A public opening of the tenders received was held January 10, 2017 with the Deputy City Clerk in attendance.

ANALYSIS

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

FINANCIAL IMPLICATIONS

Funding will come from Public Works & Transportation Winter Maintenance Accounts. Quantities ordered will vary in accordance with the actual requirements for each season.

STRATEGIC PLAN / POLICY IMPACT

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

Tender for Bulk Coarse Highway Salt

2017 01 23

Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2017 01 23 be received and the recommendation that the tender submitted by K+S Windsor Salt for the supply and delivery of Bulk Coarse Highway Salt at their tendered price of \$98.94 plus HST per tonne for the first season, with adjusted pricing as shown for the following four seasons, be approved.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET AMOUNT:\$814,050 (2017)

RECEIVED: January 10, 2017
File #2017-PWE-PWT-01-T

SUMMARY OF TENDERS
BULK COARSE HIGHWAY SALT - 5 SEASON SUPPLY CONTRACT

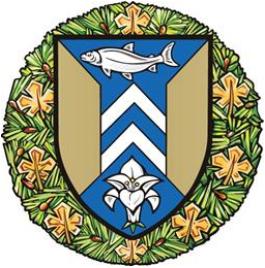
<u>Description</u>	Compass Minerals Canada Corp. Mississauga, ON		K & S Windsor Salt Ltd. Mississauga, ON		
	<u>Quantity in tonnes (estimate)</u>	<u>Unit Price</u>	<u>Total Price (H.S.T. extra)</u>	<u>Unit Price</u>	<u>Total Price (H.S.T. extra)</u>
Supply & Deliver Road Salt to the City's Storage Facility as required during the Winter Season					
Year 1 - 2017 - 2018 Season	9,500	\$111.68	\$1,060,960.00	\$98.94	\$939,930.00
Year 2 - 2018 - 2019 Season	9,500	\$113.91	\$1,082,145.00	\$100.89	\$958,455.00
Year 3 - 2019 - 2020 Season	9,500	\$116.19	\$1,103,805.00	\$102.94	\$977,930.00
Year 4 - 2020 - 2021 Season	9,500	\$118.52	\$1,125,940.00	\$104.99	\$997,405.00
Year 5 - 2021 - 2022 Season	9,500	\$120.89	\$1,148,455.00	\$107.09	\$1,017,355.00

Note: The Quantity of Salt shown is an annual estimate based on past usage & is without quantity obligations.

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

It is my recommendation that the low tendered prices, submitted by K+S Windsor Salt Ltd., 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

January 23, 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: Advisory Services Engineering Agreement

PURPOSE

The purpose of this report is to request approval for the Advisory Services Engineering Agreement with AECOM for a five year term.

BACKGROUND

On January 9, 2017 Council approved single sourcing to AECOM for Advisory Services through an annual upset limit of \$75,000, excluding HST, with the Engineering Agreement to be brought forward at a future Council meeting. AECOM has been providing advisory services since 2011 through an Agreement approved by Council, which has now expired. Ongoing advisory services are required for Supervisory Control and Data Acquisition (SCADA) and process issues that arise at the treatment plants, seven large pump stations, and nineteen small pump stations.

ANALYSIS

There is a continuing requirement for specialized engineering assistance related to operational matters based on the complexity of the wastewater system and ongoing and changing regulatory obligations. The specialized involvement is required for both operations and SCADA issues as follows:

- **Operations:** The Public Works Department maintains the City's sanitary sewers and operates and maintains nineteen small pump stations, whereas the Public Utilities Commission (PUC) operates and maintains the City's seven large pump stations, including the sanitary sewer overflow tank, and two treatment plants. Ongoing specialized engineering assistance is required for both the Public Works Department and PUC operated sites. AECOM historically has designed and administered the construction of the bulk of our pump and treatment facilities. Their wastewater experts, both locally and globally, have a thorough knowledge of our system.

- **Supervisory Control and Data Acquisition (SCADA):** The City's SCADA system was also upgraded through AECOM to a wide area network, which incorporates all pump stations and treatment plants. This system requires continual monitoring and programming modifications as operational challenges and potential improvements are identified.

FINANCIAL IMPLICATIONS

A new five year Agreement is required for SCADA and process issues. The Engineering Agreement includes an anticipated upset limit of \$75,000 per year, excluding HST. The funds are within the approved budget allocation for advisory services for 2017.

STRATEGIC PLAN / POLICY IMPACT

This report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2017-27 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

C. Taddo

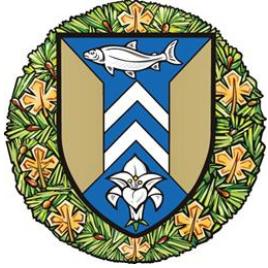
Catherine Taddo, P. Eng.

Land Development and Environmental

Engineer

705.759-5380

c.taddo@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

January 23, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Black Road Widening Project

PURPOSE

The purpose of this report is to address the following resolution passed at the meeting of 2016 12 12:

Whereas Sault Ste Marie has 24 kms of connecting links roads within its boundaries; and

Whereas 35% of arterial roads in Sault Ste. Marie are designated as connecting links; and

Whereas the provincial government does not provide any funding for winter control, line painting, or maintenance of any kind; and

Whereas the Black Road widening between McNabb Street and Second Line, which is estimated to cost \$5.6 million to complete, is ineligible for funding as MTO deems the increased traffic to be locally generated; and

Whereas Sudbury and Thunder Bay each have a by-pass which diverts commercial traffic around their communities; and

Whereas the government of Ontario funds all maintenance and repairs for these roads which local traffic in these communities access on a constant basis; and,

Whereas in 2014, MTO deferred all route planning and environmental assessments for a 17E/17N by-pass, and the connection of 17E to Black Road at Second Line for at least 10 years;

Now Therefore Be It Resolved that Council request that staff provide an update on any current developments relating to the widening of Black

Black Road Widening Project

2017 01 23

Page 2.

Road, and any funding options that would allow for the completion of this work.

BACKGROUND

Sault Ste. Marie has a long history of reliance on the Connecting Link program for provincial assistance with the movement of traffic through Sault Ste. Marie. For many years prior to 2014, the Province provided annual funding in the range of \$1.5M of its \$15 million Connecting Link program to Sault Ste. Marie. The funding was exclusively for capital improvements including drainage works, roadworks, widenings and surface works with the exception of sidewalks. Typically the grant was 75% of the eligible capital cost. There is no funding for winter control, sweeping, line painting, signage, or maintenance of any kind on provincial Connecting Links.

The Connecting Link Program was canceled in 2013. The City was faced with the resurfacing of Great Northern Road between Second and Third Lines, and the widening of Second Line east of Old Garden River Road at its own cost. Ontario Community Infrastructure Fund (OCIF) grants were provided for the second and third phases of the Second Line widening to Black Road.

The City was pleased to hear of the 2016 reinstatement by the Province of the Connecting Link Program, including increased program funding to total \$30M by 2018. Further, funding was set at a generous 90% of capital costs.

In 2016, the City applied to the program for capital funding to widen Black Road between McNabb Street and Second Line. The City's application was denied based on a requirement in the application guideline which deemed the project ineligible because the Province positioned that the widening was required due to an increase in local traffic, not provincial traffic. It is on this requirement that staff disagrees. It does not seem proper that the Province is first in line for the capacity of a municipal road, particularly when other municipal jurisdictions have through roads that are 100% the responsibility of the Province. It is noted that the former Connecting Link program funded widenings, including Great Northern Road between Third and Fourth Lines, and even Black Road itself between McNabb Street and Trunk Road.

In 2014, the Province announced it was no longer pursuing route planning or environmental assessments for a connection of Highway 17 to Second Line at Black Road. It seemed all the more obvious that there was a long-term requirement to widen Black Road considering it would be the TransCanada Highway for the foreseeable future.

It is further noted that Sault Ste. Marie remains unique when compared to other northern cities in that it cannot be fully bypassed, given the connection to the US interstate system at the International Bridge in the downtown core.

Black Road Widening Project

2017 01 23

Page 3.

Councillor Shoemaker and the author met with the Minister of Transportation at the February 2016 Ontario Good Roads Association (OGRA) annual conference to discuss the matter. A follow-up meeting was arranged between senior staff and the Northeastern Regional Director in June 2016. A summary letter was provided to the Director in July 2016 and staff still await a response summarizing the City's concerns.

ANALYSIS

Staff continues to discuss the matter with colleagues at the Ministry, with a view to keeping Sault Ste. Marie's unique and extensive Connecting Link network at the forefront. Council is aware that the 2017 Connecting Link application was made for the resurfacing of Second Line between Carmen's Way and North Street and between Great Northern Road and Old Garden River Road. Staff is hopeful that the 2017 Connecting Link grant will be provided for this work.

As stated in the Council resolution however, there is the matter of the requirement to widen Black Road, and it is staff's impression that MTO will not reconsider its position on the eligibility of the project for Connecting Link funding.

Engineering Division staff intends to work with the Chief Financial Officer to include the widening of Black Road in either the 2018 or 2019 capital works programs. Staff will report back to Council with recommended details of those programs in due course. The funding will come from the deferral of other projects for a year or so, most likely the planned reconstruction of Black Road between Second Line in Third Line, and Third Line between Black Road and the hospital entrance.

FINANCIAL IMPLICATIONS

Given the Province deems the Black Road widening project to be ineligible for Connecting Link funding, the City must identify capital funding on its own. The project will most likely be funded out of future capital works programs.

STRATEGIC PLAN / POLICY IMPACT

This project is linked to the construction of new, and maintenance of existing infrastructure components of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2017 01 23 concerning the Black Road Widening Project be received as information.

Black Road Widening Project

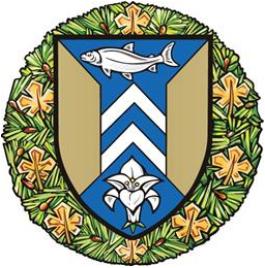
2017 01 23

Page 4.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Don Elliott".

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



The Corporation of the City of Sault Ste. Marie

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

January 23, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Travel Request for Wawa Provincial Offences Court

PURPOSE

The purpose of this report is to request that Council approve the Court Administration Enforcement Clerk/Court Reporter and the Solicitor/Prosecutor's travel to Wawa for Provincial Offences Court, including related travel expenses for 2017.

BACKGROUND

The City is responsible for Provincial Offences administration and prosecution. In addition to the Court held in Sault Ste. Marie, the City operates a satellite court in Wawa. The Wawa Provincial Offences Court is scheduled one day per month in March and May 2017 and July to September, 2017 inclusive. For each of February and November, 2017, Court is scheduled to take place over two days. Court is not scheduled during the months of January and December due to the unpredictability of the weather at that time of year. Therefore, Court is scheduled to take place in Wawa for a total of nine (9) days in 2017.

The Court Administration Enforcement Clerk/Court Reporter and the Solicitor/Prosecutor must travel to Wawa on the scheduled court dates to handle the scheduled Provincial Offences Court. A portion of the fines levied in Provincial Offences Court is retained by the City, which offsets the costs associated with the administration and prosecution of these matters.

ANALYSIS

The travel costs associated with the Court Administration Enforcement Clerk/Court Reporter and the Solicitor/Prosecutor's attendance at the Wawa Provincial Offences Court include rental car, hotel, gas, meals and a per diem allowance. The Court Administration Enforcement Clerk/Court Reporter and the Solicitor/Prosecutor submit the actual expense incurred following each attendance and same is reimbursed as per City policy.

Travel Request for Wawa Provincial Offences Court
2017 01 23
Page 2.

FINANCIAL IMPLICATIONS

It is estimated that the total cost for the Solicitor/Prosecutor and the Court Administration Enforcement Clerk/Court Reporter to attend the Provincial Offences Court in Wawa is approximately Four Hundred (\$400.00) Dollars each per day for a total cost of Seven Thousand Two Hundred (\$7,200.00) Dollars. This includes car rental, meals and hotel.

The expenses each month shall be submitted separately by the Solicitor/Prosecutor and Court Administration Enforcement Clerk/Court Reporter for reimbursement as per City policy.

STRATEGIC PLAN / POLICY IMPACT

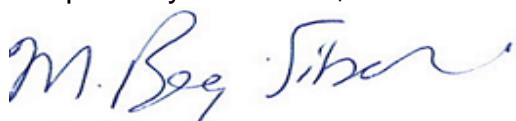
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

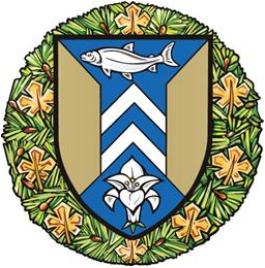
That City Council approves the Solicitor/Prosecutor's and the Court Administration Enforcement Clerk/Court Reporter's travel to Wawa for Provincial Offences Court, including related travel expenses for 2017, such expenses estimated to be Seven Thousand Two Hundred (\$7,200.00) Dollars.

Respectfully Submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel

MBS/da



The Corporation of the City of Sault Ste. Marie

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

January 23, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Amendment of Ken Danby Art Loan Agreement

PURPOSE

The purpose of this report is to request Council's approval to amend an agreement with the Art Gallery of Hamilton (the "Loan Agreement") permitting the extension of the loan of Canadian artist Ken Danby's painting "Opening the Gates."

BACKGROUND

On August 22, 2016 the City entered into the Loan Agreement with the Art Gallery of Hamilton for the loan of Ken Danby's painting, "Opening the Gates" (the "Loaned Art Work") for its exhibition *Beyond the Crease: Ken Danby*. The Loan Agreement terminates on January 30, 2017.

On December 12, 2016 the Art Gallery of Hamilton contacted the City and advised that the exhibit was a success. As a result, Beaverbrook Art Gallery in Fredericton, New Brunswick and the Art Gallery of Algoma in Sault Ste. Marie would also like to host the exhibit *Beyond the Crease: Ken Danby*.

The Art Gallery of Hamilton now seeks the City's approval to extend the original Loan Agreement to allow for the Loaned Art Work to travel between and be displayed at Beaverbrook Art Gallery and the Art Gallery of Algoma.

ANALYSIS

Section 4 of the amended Loan Agreement for Council's consideration confirms that the exhibit at Beaverbrook Art Gallery is scheduled to open on February 11, 2017 and the exhibit at the Art Gallery of Algoma is scheduled to open in mid-June and close in October.

Section 5 of the amended Loan Agreement further confirms that the Loaned Art Work is permitted to travel between the galleries in Hamilton, Fredericton and

Amendment of Ken Danby Art Loan Agreement

2017 01 23

Page 2.

Sault Ste. Marie and then return to the Civic Centre using a carrier or carriers that are acceptable to the City.

The Art Gallery of Hamilton has assured the City that both Beaverbrook Art Gallery and the Art Gallery of Algoma meet all facility and environmental museum standards. It has also assured the City that it will be responsible for all costs associated with crating, insurance and shipping the Loaned Art Work.

The amended Loan Agreement further contains indemnification clauses stating that the Art Gallery of Hamilton shall be responsible for all costs, expenses and liabilities that result in any way from the loan of the Loaned Art Work. Furthermore, it requires the Art Gallery of Hamilton to maintain insurance, naming the City as an "Additional Insured."

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

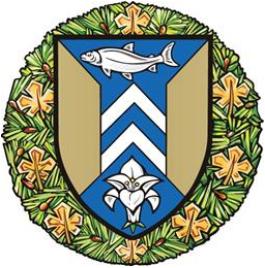
It is therefore recommended that Council take the following action:

By-law 2017-23 authorizing the execution of the amended Loan Agreement between the City and the Art Gallery of Hamilton appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nuala Kenny". A blue curved line extends from the end of the signature towards the right edge of the page.

Nuala Kenny
City Solicitor



The Corporation of the City of Sault Ste. Marie

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

January 23, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Approval of Standard Form Heritage Property Agreement

PURPOSE

The purpose of this report is to seek Council's approval of an updated standard form Heritage Property Agreement and to recommend that Council authorize the Mayor and City Clerk to execute agreements substantially in this form.

BACKGROUND

On June 28, 2010, Council passed By-law 2010-120 which approved a form of Heritage Property Agreements for specific properties. The form has remained largely unchanged.

ANALYSIS

From time to time the City enters into Heritage Property Agreements with property owners, typically when the subject property has already been designated by by-law pursuant to Part IV of the *Ontario Heritage Act*. A Heritage Property Agreement places specific maintenance and conservation duties on the property owner(s) and are required to be eligible for the Heritage Property Tax Rebate Program.

The Agreement is substantially the same for each property, with the exception of Section 1.1 which outlines the specific historic or architectural significance of the property.

It would be more efficient to authorize the Mayor and City Clerk to execute Heritage Property Agreements that are substantially in the approved form. This procedure is already in place for the City's Adopt-a-Street and Adopt-a-Park Programs as well as for encroachment agreements.

FINANCIAL IMPLICATIONS

Approval of Standard form of Heritage Property Agreement

2017 01 23

Page 2.

There is no significant financial impact. The standard form Heritage Property Agreement provides for consideration in the amount of two dollars (\$2.00) to be paid by the City to the property owner(s).

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

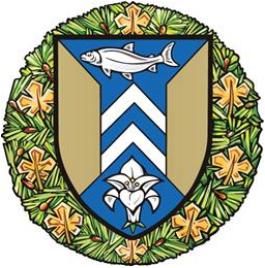
It is therefore recommended that Council take the following action:

By-law 2017-18 which approves the standard form Heritage Property Agreement between the City and subject property owner(s) and authorizes the execution of same, appears elsewhere on the agenda and is recommended for your approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nuala Kenny". A blue curved line extends from the end of the signature towards the right.

Nuala Kenny
City Solicitor



The Corporation of the City of Sault Ste. Marie

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

January 23, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott, 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 2017-28 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Don Scott
Manager of Transit and Parking
705.759.5848
d.scott@cityssm.on.ca



Don Scott
Manager of Transit & Parking

2017 01 13

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

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

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

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
690	Vanderklift, Rene	NorthEast Security	Sault College/Algoma University/Tenaris Essar Group/Group Health Centre
691	Addison, Erin	NorthEast Security	Sault College/Algoma University/Tenaris Essar Group/Group Health Centre

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

Thank you.

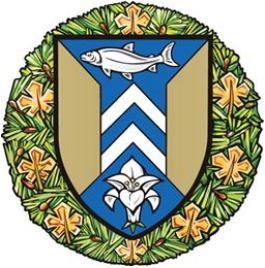
Yours truly,

Don Scott
Manager of Transit and Parking

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 8216 QUEEN ST E
151	PARR,DEREK	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE 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	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON,TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROIROW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
369	CARMICHAEL,MARY	ONT FINNISH HOME ASS	725 NORTH ST.
370	HANSEN,LOUIS	ONT FINNISH HOME ASS	725 NORTH ST.
372	BENOIT,ALAIN	ONT FINNISH HOME ASS	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE 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	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT.NORTH RETIREMENT	760 NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTH RETIREMENT	760 NORTHERN RD.
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD.
490	LUXTON,JEFF	GT.NORTH RETIREMENT	760 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE 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. (CIVIC CENTRE)
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB,GERALD	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	IWEANIYMAN,DANIEL	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE QUEEN ELIZABETH COMPLEX/JOHN RHODES
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE 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	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE 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/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN 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,WMILLIAM	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
636	KLYM,TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
639	PANITILLA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
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/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN 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 PROPERITES/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.
654	PAVONI,JAKE	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ RJ'S MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ RJ'S MARKET
661	MONK,AUSTIN	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ 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
673	CARTER,SHAWN	G4S SECURITY	SAULT HOSPITAL
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 PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMEYEI,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	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT,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



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

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

January 23, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott, Manager of Transit & Parking

DEPARTMENT: Community Development and Enterprise Services

RE: City By-Law Enforcement Officers

PURPOSE

The purpose of this report is to update By-law 2001-127, which appoints municipal By-law enforcement officers.

BACKGROUND

By-Law 2001-127 is a By-law appointing municipal By-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 2017-29 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Don Scott
Manager of Transit and Parking
705.759.5848
d.scott@cityssm.on.ca

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



**Community Development and
Enterprise Services**

Don Scott
Manager of Transit & Parking

2017 01 13

Nuala Kenny , City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL BY- LAW ENFORCEMENT OFFICERS

By-law 2001-127 is a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie.

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

Hendriks, Sylvia - 102

A new Schedule "A" is attached.

Thank you.

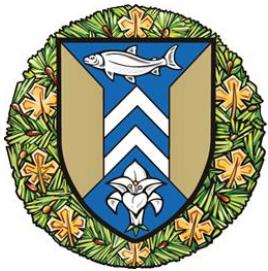
Yours truly,

A handwritten signature in black ink, appearing to read "Don Scott".

Don Scott
Manager Transit and Parking

SCHEDULE "A"

Don Scott	1
Sam Piraino	3
David Etchells	51
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

January 23, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Changes to Municipal Legislation

PURPOSE

The purpose of this report is to advise Council regarding upcoming changes to the *Municipal Act* and the *Municipal Conflict of Interest Act*.

BACKGROUND

On November 16, 2016 the government tabled Bill 68, *Modernizing Ontario's Municipal Legislation Act*, which introduced a series of reforms to the *Municipal Act* and the *Municipal Conflict of Interest Act*. The Bill has received first and second reading. It is unclear at this point when it may become law.

ANALYSIS

Some of the highlights are as follows:

Codes of Conduct

Codes of Conduct will be mandatory for all municipalities.

Integrity Commissioners

All municipalities will need to provide citizens access to an Integrity Commissioner.

Closed, Open and Electronic Meetings

There will be a clearer definition of what constitutes a “meeting” under the open meeting provisions of the *Municipal Act*. As well, the discretionary exemptions under which Council can meet in closed session will be expanded. There will be a new requirement for municipalities to report back on how they intend to address a closed meeting investigation.

Councillors will be permitted to participate in meetings electronically provided that there is an in-person quorum.

Municipal Conflict of Interest Act

The range of penalties for violations of the *Municipal Conflict of Interest Act* will be expanded, giving judges more latitude. Municipalities will also be required to create a registry to track all registered conflicts of interest.

Fiscal Sustainability

The government will not be giving municipalities access to any new revenue tools; however, the government's current prudent investor standards will be expanded.

The *Municipal Act* will be amended to make tax sales easier to complete. There will be a series of technical changes to property taxation and collection.

Staff-Council Relations

All municipalities will have to create a formal policy on staff-council relations.

Parental Leave

Members of Council will be guaranteed a minimum period of parental leave.

Municipal Elections

There are a number of changes to the *Municipal Act* that will have an impact on municipal elections, including changes to the lame-duck period, self-financing, and the individual contribution limit.

Climate Change

The *Municipal Act* will give municipalities explicit authority to deal with climate change.

Community Hubs

The changes will give the Minister of Municipal Affairs regulatory authority for community hubs.

FINANCIAL IMPLICATIONS

While there will be financial implications to the municipality, the scope of the impacts cannot be defined until the legislation is finally passed.

STRATEGIC PLAN / POLICY IMPACT

The changes to both the Municipal Act and the Municipal Conflict of Interest Act will have direct impacts on policy; however, again, the range of impact cannot be determined until the legislation is finally passed.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Changes to Municipal Legislation

2017 01 23

Page 3.

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2017 01 23 concerning Changes to Municipal Legislation be received as information.

Respectfully submitted,



Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759.5391
m.white@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2017-18

HERITAGE DESIGNATIONS: (C3.16) A by-law to approve the standard form of a Heritage Property Agreement and authorize executions of same.

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. FORM OF HERITAGE PROPERTY AGREEMENT APPROVED

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Heritage Property Agreement document as set out in Schedule "A" hereto.

2. EXECUTION OF DOCUMENTS

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 all Heritage Property Agreements substantially in form of Schedule "A" on the terms and conditions therein set forth.

3. SCHEDULE "A"

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

4. BY-LAW 2010-120 REPEALED

By-law 2010-120 is hereby repealed.

5. EFFECTIVE DATE

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

PASSED in open Council this 23 day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

md\\CITYDATA\\LEGAL\\STAFF\\BYLAWS\\2017\\2017-18 FORM OF HERITAGE PROPERTY AGREEMENT.DOC

SCHEDULE "A"

TO THE LAND REGISTRAR FOR THE LAND TITLES OFFICE OF THE DISTRICT OF ALGOMA

The Corporation of the City of Sault Ste. Marie has an unregistered estate, right, interest or equity in the land described as all of PIN

The land is registered in the name of ...owner and we hereby apply under s. 71 of the *Land Titles Act*, R.S.O. 1990, c. L.5 and s. 37(2) of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 for the entry of notice of heritage property agreement on the said PIN.

THIS HERITAGE PROPERTY AGREEMENT made this ... day of ...

B E T W E E N:

PROPERTY OWNER

(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises situated in the City of Sault Ste. Marie in the District of Algoma and Province of Ontario, and municipally known as # (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and on which there is # (hereinafter called the "Eligible Heritage Property");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into agreements or covenants with owners of real property, or interests therein, for the conservation of the Property of historic or architectural value or interest;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such agreements and covenants entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property,

even where the City owns no other land which would be accommodated or benefitted by such agreements and covenants;

AND WHEREAS the Owner and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Eligible Heritage Property on the Property as set out in the "Reasons for Identification" ;

AND WHEREAS to this end, the Owner and the City agree to enter into this Heritage Property Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the covenants herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants and restrictions which shall run with the Eligible Heritage Property forever.

1.0 REASONS FOR IDENTIFICATION

1.1 Statement of Reasons

The Owner and the City agree that for the purposes of this Agreement the following statement (hereinafter called the "Description of Property") sets out the description of the Eligible Heritage Property that has been identified by the City as having historic and architectural significance:

[paragraph]

A complete description of the Eligible Heritage Property and the reasons for designation are filed with the Recreation and Culture Division of the Community Services Department.

1.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that a set of dated photographs (hereinafter referred to collectively as the "Photographs"), document the state of the Eligible Heritage Property as of the date of execution of this Agreement. The original photographs will be kept on file at the offices of the Recreation and Culture Division of the Community Services Department or such other location as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain significant features of the appearance or the construction of the Eligible Heritage Property and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Eligible Heritage Property pursuant to paragraph 2.1, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall replace the original Photographs and all references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 DUTIES OF OWNER

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling or any other thing or act which would materially affect the features of the appearance or construction of the Eligible Heritage Property as set out in the "Reasons for Identification" and as may be depicted in the copies of the Photographs on file or drawings and other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request as its address as set out in paragraph 7.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials approved by the City.

2.2 Insurance

The Owner shall, at all times during the currency of this Agreement, keep the Eligible Heritage Property insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Eligible Heritage Property. Upon execution of this Agreement, the Owner shall deliver to the City proof of insurance in a form satisfactory to the City. The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City.

2.3 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Eligible Heritage Property within ten (10) clear days of such damage or destruction occurring. In the event that the Eligible Heritage Property is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Eligible Heritage Property, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the City to demolish the Eligible Heritage Property, pursuant to paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Eligible Heritage Property.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.3 or if the City does not give the approval to demolish referred to in paragraph 2.3, the Owner shall replace, rebuild, restore or repair the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Eligible Heritage Property to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and

conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Eligible Heritage Property to be commenced within thirty (30) days of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore or repair the Eligible Heritage Property in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring or repairing the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

2.6 Maintenance of the Eligible Heritage Property

The Owner shall at all times maintain the Eligible Heritage Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Eligible Heritage Property's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Eligible Heritage Property from vandalism, fire and damage from inclement weather.

2.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Eligible Heritage Property of any signs, awnings, television aerials satellite dishes or other objects of a similar nature without the prior written approval of the City. Such approval may, in the sole discretion of the City and for any reason which the City considers necessary, be refused, provided that with respect to signage to identify the occupant(s) of the Eligible Heritage Property from time to time, the approval of the City shall not be unreasonably withheld, having regard to its use of the Eligible Heritage Property, the Reasons for Identification and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Owner shall not, except with the prior written approval of the City:

- (a) grant any easement or right-of-way which would adversely affect the Agreement hereby granted;

- (b) erect or remove or permit the erection or removal of any Eligible Heritage Property, sign, fence or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Eligible Heritage Property or the Property or (ii) causing any damage to the Eligible Heritage Property;
- (f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and
- (g) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be necessary for (i) the prevention or treatment of disease or (ii) other good husbandry practices.

2.9 General

The Owner agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this agreement shall have a priority over any other interest in the Property.

2.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this Agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the City and recoverable by the City by action in a court of law.

2.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.12 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall

operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.13 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Eligible Heritage Property as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Eligible Heritage Property, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Eligible Heritage Property or occupants of the Eligible Heritage Property at risk of damage,

provided that the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, Director of Community Services is consulted.

3.0 USE OF PROPERTY

- 3.1** The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 INSPECTION OF THE PROPERTY

4.1 Inspection by City at All Reasonable Times

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Eligible Heritage Property upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 NOTICE OF HERITAGE PROPERTY AGREEMENT

5.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Eligible Heritage Property in a tasteful manner and at the City's expense indicating that the Eligible Heritage Property has been designated as a heritage property.

5.2 Publicity

The Owner agrees to allow the City to publicize the fact that the Eligible Heritage Property has been designated a heritage property.

6.0 SEVERABILITY OF COVENANTS

6.1 Proper Covenants Not to Terminate

The Owner and the City agree that all covenants and restrictions contained in this Agreement shall be severable, and that should any covenant or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants and restrictions shall not terminate thereby.

7.0 NOTICE

7.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

The Owner: #

The City: The Corporation of the City of Sault Ste. Marie
Manager of Recreation and Culture
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service in Person or by Mail Except Where Postal Service is Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by prepaid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by prepaid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service is Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 ENTIRETY

8.1 No Extraneous Agreements Between the Parties

Except as set out herein, this written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

9.0 SUBSEQUENT INSTRUMENTS

9.1 Subsequent Instruments to Contain These Provisions

Notice of these covenants and restrictions shall be inserted by the Owner in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property. The Owner consents to the registration of this Agreement against the title of the Eligible Heritage Property.

9.2 Notice to Municipality

The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property.

10.0 INTERPRETATION

- 10.1** The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 10.2** This Agreement shall be construed with all changes in number and gender as may be required by the context.

11.0 ENUREMENT

11.1 Covenants to Run With the Property

The covenants and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns as the case may be.

12.0 TERMINATION

12.1 Term of Agreement

Notwithstanding any other provision of this Agreement, the term of this Agreement shall end on the date of receipt of approval to demolish pursuant to paragraph 2.3.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF A WITNESS

PROPERTY OWNER

Name of owner

WITNESS

THE CORPORATION OF THE CITY OF SAULT STE.
MARIE

MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

FILE PATH

\CITYDATA\LEGAL\STAFF\LEGAL\CSD\C3.16(1) MUNICIPAL HERITAGE AGREEMENTS\HERITAGE
PROPERTY AGREEMENTS\2016 PRECEDENT HERITAGE PROEPRTY AGREEMENT.DOC

SCHEDULE "A"

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma, and legally described as:

PIN

Legal description

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2017-19

STREET ASSUMPTION: (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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

1. STREETS ESTABLISHED AND ASSUMED

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 23rd day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2017-19

1) **OLD GOULAIIS BAY ROAD**

PIN 31566-0633 (LT)
PART OF SECTION 24 KORAH DESIGNATED AS PARTS 1 & 3,
1R-13243; CITY OF SAULT STE. MARIE

2) **PEOPLES ROAD**

PART PIN 31566-0275 (LT)
PT SEC 24 KORAH PT 8 1R1216; SAULT STE. MARIE

3) **GREAT NORTHERN ROAD**

PIN 31561-0163 (LT)
PT LT 48 RCP H744 TARENTORUS DES PT 1 PL 1R-13029; T/W AN
EASEMENT AS IN T437587; S/T AN EASEMENT OVER PT 1 PL 1R-
13029 IN FAVOUR OF PT LT 48 RCP H744 SAVE AND EXCEPT PT 1
PL 10588, PT 1 PL 1R-13029 AS IN AL160945; CITY OF SAULT STE.
MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-21

TAXES: (T1.2(1)) A by-Law to provide for Interim Tax Levies.

WHEREAS Section 317 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

“Act” shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended

“Minister” shall mean the Minister of Finance;

“MPAC” shall mean the Municipal Property Assessment Corporation;

“Treasurer” means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer’s powers and duties under s.286(5) of the Act and By-law 2006-199, being the City Tax Collector.

2. The amounts levied shall be as follows and payable to the Treasurer:

- 2.1 For the Residential, Pipeline, Farm and Managed Forest property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2016 in accordance with Section 317(3) paragraph 2 of the Act.

- 2.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2016, in accordance with Section 317(3) paragraph 2 of the Act.

3. For the purposes of calculating the total amount of taxes for the year 2016 under paragraph 2, if any taxes for municipal and school purposes were levied on a property for only part of 2016 because assessment was added to the Tax Roll during 2016, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

4. The provisions of this by-law apply in the event that assessment is added for the year 2017 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.
5. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
6. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one percent (11/4%) of the amount on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2017.
7. Following December 31, 2017, interest charges of one percent (11/4%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
8. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
 - 8.1 One-half (1/2) thereof on the 6th day of March, 2017;
 - 8.2 One-half (1/2) thereof on the 5th day of May, 2017.
9. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
10. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the *Act*.
11. The Treasurer may adjust the interim levy of a property if the taxes imposed by this by-law are in excess of 50% of the taxes levied on that property in 2016, adjusted to annualize any assessment changes that occurred during 2016, adjusted to annualize any assessment changes that occurred during 2016. No adjustment shall reduce the 2017 interim levy below 50% of the adjusted tax amount.
12. The subsequent levy for the year 2017 to be made under the *Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
13. The provisions of Section 317 of the *Act*, apply to this by-law with necessary modifications.
14. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 7 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
15. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.

16. By-law 2016-10 is hereby repealed
17. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

18. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 23rd day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

sp\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-21 Interim Tax Levies.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2017-22

APPOINTMENTS – LOCAL BOARDS: (L5.9) A by-law to appoint members of Council to act as Head for the purpose of administering the *Municipal Freedom of Information and Protection of Privacy Act*.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 3 of the *Municipal Freedom of Information and Protection of Privacy Act* ENACTS as follows:

1. APPOINTMENT OF HEAD

The Council hereby designates the following members of Council to act as Head for the purpose of administering the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, s. 3 from January 9, 2017 to December 31, 2018:

Marchy Bruni
Frank Fata
Rick Niro

Matthew Shoemaker
Lou Turco
Susan Myers

2. POWERS OF HEAD DELEGATED

Pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, s. 49, all of the powers and duties granted or vested in the Head are hereby delegated to the City Solicitor or his/her designate.

3. BY-LAW 2001-2 REPEALED

By-law 2001-2 is hereby repealed.

4. EFFECTIVE DATE

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

PASSED in open Council this 23rd day of January, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2017-23

AGREEMENT: (AG156) A by-law to authorize the execution of an amended Agreement between the City and the Art Gallery of Hamilton permitting the extension of the loan of Canadian artist Ken Danby's painting "Opening the Gates".

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated January 23, 2017 between the City and the Art Gallery of Hamilton, a copy of which is attached as Schedule "A" hereto. This agreement is to permit the extension of the loan of Canadian artist Ken Danby's painting "Opening the Gates".

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 23rd day of January, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Agreement is dated the 23rd day of January, 2017.

B E T W E E N

ART GALLERY OF HAMILTON

hereinafter referred to as "AGH"

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as "City"

WHEREAS the AGH showcased an Exhibition of work by Canadian artist Ken Danby (1940-2007) in Hamilton, Ontario from October 22, 2016 to January 22, 2017 (the "Exhibition");

WHEREAS the City agreed to loan AGH one (1) piece of its collection of art works to the AGH for the purposes of the aforesaid Exhibition;

AND WHEREAS the City is prepared to extend the loan to the AGH of the one (1) piece of its collection of art works subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the 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:

NOW THEREFORE the parties hereto agree as follows:

1. DESCRIPTION OF CITY ART WORK FOR EXHIBITION

The City represents that it is the owner of a collection of art works, including but not limited to the following:

- (a) **Ken Danby** (Canadian, b. 1933, d. 2007): "**Opening the Gates**" (1975), egg tempera on board, 28" x 38.5", collection of the City of Sault Ste. Marie, a photograph copy of which is appended as Schedule "A" to this Agreement (the "Danby Art Work") hereinafter referred to in this Agreement as the "Loaned Art Work".

2. VALUE OF CITY ART WORK

The parties hereto acknowledge and agree that the Loaned Art Work is valued at One Hundred Ten Thousand (\$110,000.00) Dollars.

3. PRESENT LOCATION OF CITY ART WORK

The parties hereto acknowledge and agree that the Loaned Art Work is presently located at the Art Gallery of Hamilton, 123 King Street West, Hamilton, Ontario.

4. PERMISSION TO EXHIBIT LOANED ART WORK

The City hereby grants permission to the AGH to display and showcase the Loaned Art Work at Beaverbrook Art Gallery in Fredericton, New Brunswick ("Beaverbrook Exhibition") commencing February 11, 2017 and ending no later than June 30, 2017.

The City hereby further grants permission to the AGH to display and showcase the Loaned Art Work at the Art Gallery of Algoma in Sault Ste. Marie, Ontario ("Algoma Exhibition") commencing no earlier than July 1, 2017 and ending no later than October 31, 2017.

5. TRANSFER OF LOANED ART WORK

- (a) The AGH may transfer the Loaned Art Work from its present location for display at the Beaverbrook Exhibition on or after January 24, 2017. Following conclusion of the Beaverbrook Exhibition, the AGH may transfer the Loaned Art Work to the Algoma Exhibition. Following the conclusion of the Algoma Exhibition, the AGH shall immediately return the Loaned Art Work to the Hamilton Room at the Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.
- (b) The AGH shall notify the City of the individual or entity retained to remove and transfer the Loaned Art Work and the intended route, for each permitted transfer, a reasonable time before each transfer is scheduled to occur for the City's approval. The City shall, in its sole discretion, determine whether the individual or entity and route are satisfactory and advise the AGH in writing of same prior to each scheduled date of transfer. For purposes of this section, permitted transfers include: the transfer between the AGH Curator and the Beaverbrook Exhibition Curator; the Beaverbrook Exhibition Curator and the Algoma Exhibition Curator; and the Algoma Exhibition Curator and the Civic Centre.
- (c) Prior to the conclusion of the Algoma Exhibition and no later than October 31, 2017, the AGH shall give notice to the City of the intended date of transfer of

the Loaned Art Work from the Algoma Exhibition to the Civic Centre so that same may be and re-affixed to its original location within the Civic Centre. The City shall give notice to the AGH of the identity of the individual to receive the Loaned Art Work at the Civic Centre and a time for delivery.

- (d) For the purposes of this Agreement, the parties hereto acknowledge and agree that the AGH shall be in possession of the Loaned Art Work currently and ending at such time as the Loaned Art Work is safely returned and re-affixed to its original location at the Civic Centre to the satisfaction of the City.
- (e) The AGH shall be responsible for all costs, expenses and liabilities relating to the Loaned Art Work while in possession of same. AGH shall further be responsible for all costs, expenses and liabilities while the Loaned Art Work is being transported:
 - a. From 123 King Street West, Hamilton, Ontario to 703 Queen Street, Fredericton, New Brunswick;
 - b. From 703 Queen Street, Fredericton, New Brunswick to 10 East Street, Sault Ste. Marie, Ontario; and
 - c. From 10 East Street, Sault Ste. Marie, Ontario to the Hamilton Room at the Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.
- (f) The AGH shall not display or otherwise use the Loaned Art Work for any purpose other than as set out in this Agreement.
- (g) It is understood and agreed to by the parties hereto that the Loaned Art Work shall at all times while in possession of the AGH, be located at 123 King Street West, Hamilton, Ontario, 703 Queen Street, Fredericton, New Brunswick, or 10 East Street, Sault Ste. Marie, Ontario and in no other building or place. In the event that the Loaned Art Work is placed elsewhere, this shall be deemed a breach of the terms of this Agreement and the AGH shall be liable for any loss or damage to the Loaned Art Work whether it results from the negligence of the members, agents or servants of the AGH or not. Display of the Loaned Art Work at a location other than 123 King Street West, Hamilton, Ontario, 703 Queen Street, Fredericton, New Brunswick and 10 East Street, Sault Ste. Marie, Ontario on a temporary or permanent basis and use by or loan to a third party shall be by the express written consent only of the City after consultation with the AGH.
- (h) Notwithstanding the transfer of the Loaned Art Work to the AGH for the purposes of the Exhibitions, the City shall retain ownership of the said Loaned Art Work. The AGH hereby agrees that this Agreement and the City's permission to loan the Loaned Art Work to the AGH in no way confers any right, benefit or title in any way to the AGH of the Loaned Art Work. The AGH

further acknowledges and agrees that it has no proprietary right, title or interest in the Loaned Art Work.

6. **HANDLING OF LOANED ART WORK**

- (a) The AGH shall exercise professional care and handling of the Loaned Art Work and shall ensure the said Loaned Art Work is stored and displayed in a secure, appropriate and professionally acceptable environment. At all times while in possession of the aforesaid Loaned Art Work, the AGH shall employ a professionally trained person knowledgeable in the handling, preservation and maintenance of art works to handle the Loaned Art Work.
- (b) The AGH shall ensure that the galleries located at 703 Queen Street, Fredericton, New Brunswick and 10 East Street, Sault Ste. Marie, Ontario meet the same or improve upon facility and environmental standards as in the AGH; Facility Reports for same are attached as Schedule "B" to this Agreement.
- (c) The AGH shall not clean, restore, alter, or otherwise modify the Loaned Art Work or permit same while in possession of same without the prior express written consent of the City.
- (d) While in possession of same, the AGH shall ensure that the Loaned Art Work is not reproduced for distribution, sale or gift, publicity for exhibitions or otherwise or any other sort of reproduction in any way, shape, manner or form without the prior express written consent of the City.
- (e) The AGH shall credit the City's ownership of the Loaned Art Work whenever the aforesaid Loaned Art Work is on public display or is published.

7. **DAMAGE, THEFT OR OTHER LOSS OF LOANED ART WORK**

- (a) In the event of damage to the Loaned Art Work while the AGH is in possession of same, the AGH shall forthwith effect such repairs to the satisfaction of the City on such terms as determined by the City in the City's sole discretion and at the AGH's sole cost and expense. In the event that the City determines, in its sole discretion, that the damage to the Loaned Art Work is of such a nature that repairing same is not appropriate, the AGH shall forthwith pay to the City the value for the said Loaned Art Work as agreed to in paragraph 2 of this Agreement.
- (b) In the event of theft or other loss of the Loaned Art Work while the AGH is in possession of same, the AGH shall forthwith pay to the City the value of the said Loaned Art Work as agreed to in paragraph 2 of this Agreement.

- (c) The AGH shall immediately notify the City of any damage, theft or other loss of the Loaned Art Work.

8. ASSIGNMENT

The AGH shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior express written consent of the City.

9. TERMINATION

- (a) The AGH may withdraw the Loaned Art Work from the Beaverbrook Exhibition or the Algoma Exhibition at any time at its sole discretion. In the event that the AGH chooses to withdraw the Loaned Art Work from the Algoma Exhibition before October, 2017, the AGH shall forthwith notify the City of same and thereafter forthwith comply with its obligations under paragraphs 5 and 7 of this Agreement.
- (b) This Agreement is terminated at such time as the Loaned Art Work is returned to the City in accordance with paragraph 5 of this Agreement.
- (c) The parties hereto acknowledge and agree that paragraphs 2, 5, 6, 7, 10, and 12-15 inclusive of this Agreement survive the termination of this Agreement.

10. INDEMNITY/LIABILITY

- (a) The AGH shall be responsible for all activities, costs and expenses related directly or indirectly to this Agreement, including but not limited to the transportation of the Loaned Art Work to and from the City. The parties hereto acknowledge and agree that it is the intention of this Agreement that the City shall be at no risk or expense to which it would not have been put had the loaning of the Loaned Art Work not been undertaken by the parties.
- (b) Prior to the commencement of any matters as outlined in this Agreement, the AGH shall:
- a. Insure the Loaned Art Work for an amount not less than the value as set out in paragraph 2 to this Agreement against any theft of, damage or other loss to the said Loaned Art Work and add the City as an "Additional Insured" to same. The parties hereto acknowledge and agree that the Loaned Art Work shall be insured for the entire duration that the AGH is in possession of the said Loaned Art Work to cover all matters and activities arising from this Agreement, including but not limited to the removal, transfer, display, handling, return and reaffixing of the Loaned Art Work as set out in this Agreement;

- b. Cause the City to be named as an "Additional Insured" to its commercial general liability insurance policies, insuring all claims for damage to property, personal injury or death or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement in an amount not less than Two Million (\$2,000,000.00) Dollars;
- c. Include the Loaned Art Work in the AGH's Fine Arts insurance coverage; and
- d. Shall further file a Certificate of Insurance, satisfactory to the City, confirming such coverage with the Legal Department of the City of Sault Ste. Marie prior to commencing any matters as outlined in this Agreement.

The City reserves the right to require additional amendments to the AGH insurance policy at the discretion of the City and AGH shall comply with same at AGH's sole cost.

- (c) The AGH hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the AGH further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the AGH or to anyone for whom the AGH may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the AGH or any of the AGH's agents, employees and contractors in relation to or in connection with the Loaned Art Work or any matters under this Agreement.
- (d) The AGH shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement.

11. **NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, faxed, e-mailed or mailed by prepaid registered post addressed:

in the case of notice to the City to:

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Level 4, Civic Centre, 99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5X6
e-mail: m.borowiczsibenik@cityssm.on.ca
FAX: 705-759-5405

in the case of notice to the AGH to:

Shelley Falconer
President and CEO
Art Gallery of Hamilton
123 King Street West
Hamilton, Ontario L8P 4S8
e-mail: shelley@artgalleryofhamilton.com
FAX: 905-577-6940

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the date of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

12. **AMENDMENTS OR MODIFICATIONS**

This Agreement may only be modified by written instrument signed by both parties.

13. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

14. **SUCCESSORS AND ASSIGNS**

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. In the event that the legal ownership of the Loaned Art Work should change during the term of this Agreement, the City shall forthwith provide notice to the AGH of same. If the address of the new owner should be of much greater distance than the City of Sault Ste. Marie, the City shall pay any difference in the charges for delivery of the said piece.

15. **GOVERNING LAW**

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.

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

SIGNED, SEALED AND DELIVERED) ART GALLERY OF HAMILTON

Per:

Name:
Title:

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

Per: _____
Name: Christian Provenzano
Title: Mayor

Per: _____
Name: Malcolm White
Title: City Clerk

We have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2017-24

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Gore Street from Queen Street to Albert Street on February 1, 2017 to facilitate the Push for Change event.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF GORE STREET

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Gore Street from Queen Street to Albert Street on February 1, 2017 from 11:00am to 5:00pm to facilitate the Push for Change event.

2. EFFECTIVE DATE

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

PASSED in open Council this 23rd day of January, 2017.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2017-25

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Findlay Drive (1890692 Ont. Ltd.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. 25 FINDLAY DRIVE; LOCATED ON THE SOUTHWEST CORNER OF FINDLAY DRIVE AND THE DRIVE; CHANGE FROM R2 TO R2.S WITH A “SPECIAL EXCEPTION”

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 19 and 1-17 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a “Special Exception”.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(368) and heading as follows:

“2(368) 25 Findlay Drive

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southwest corner of Findlay Drive and The Drive, with frontage of 17.3m along Findlay Drive and having civic no. 25 Findlay Drive and outlined and marked “Subject Property” on the map attached as Schedule 368 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a “Special Exception” to permit, in addition to those uses permitted in an R2 zone, a duplex dwelling within the existing home, subject to the following conditions:

1. To permit 2 existing required parking spaces (along Findlay Drive frontage) to be located in a required front yard;
2. To permit 1 existing required parking space (within detached garage) to locate partially within a required exterior side yard;
3. To reduce the required exterior side yard of the existing home and garage, from 4.5m to 2m; and
4. To reduce the rear yard setback of the existing garage from 0.6m to 0.1m.

3. SCHEDULE “A”

Schedule “A” hereto forms a part of this by-law.

4. CERTIFICATE OF CONFORMITY

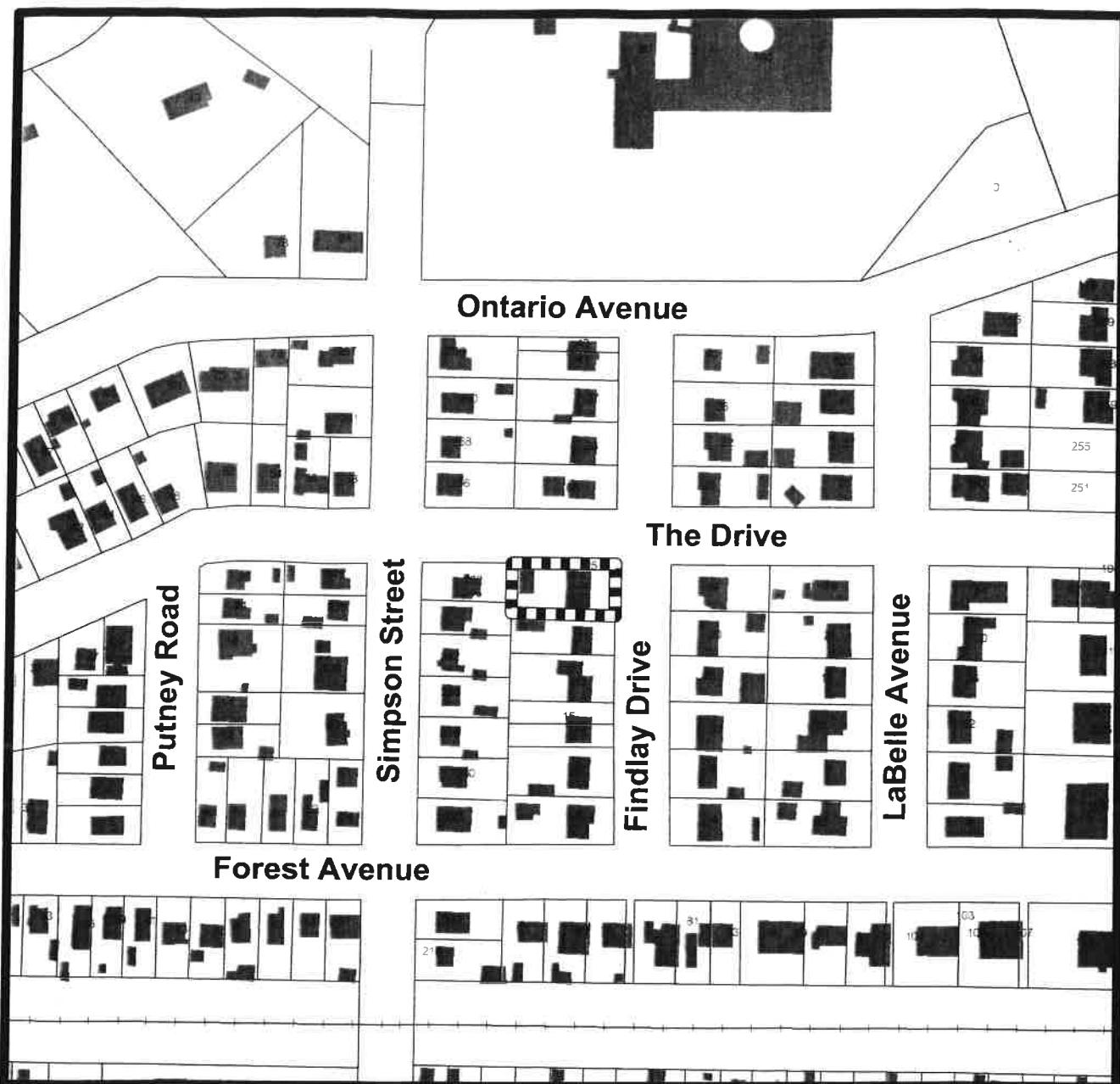
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 23rd day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2017-25 AND
SCHEDULE 368 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-1-17-Z

25 FINDLAY DRIVE



METRIC SCALE
1 : 2000

ROLL NUMBER
020-020-023-00

MAP NUMBERS
19 & 1-17

Legend



Subject Property = 25 Findlay Drive

Page 123 of 149

MAIL LABEL
A-1-17-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2017-26

DEVELOPMENT CONTROL: A by-law to designate the lands located at 25 Findlay Drive an area of site plan control (1890692 Ont. Ltd.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

By-law 2017-26
Page 2

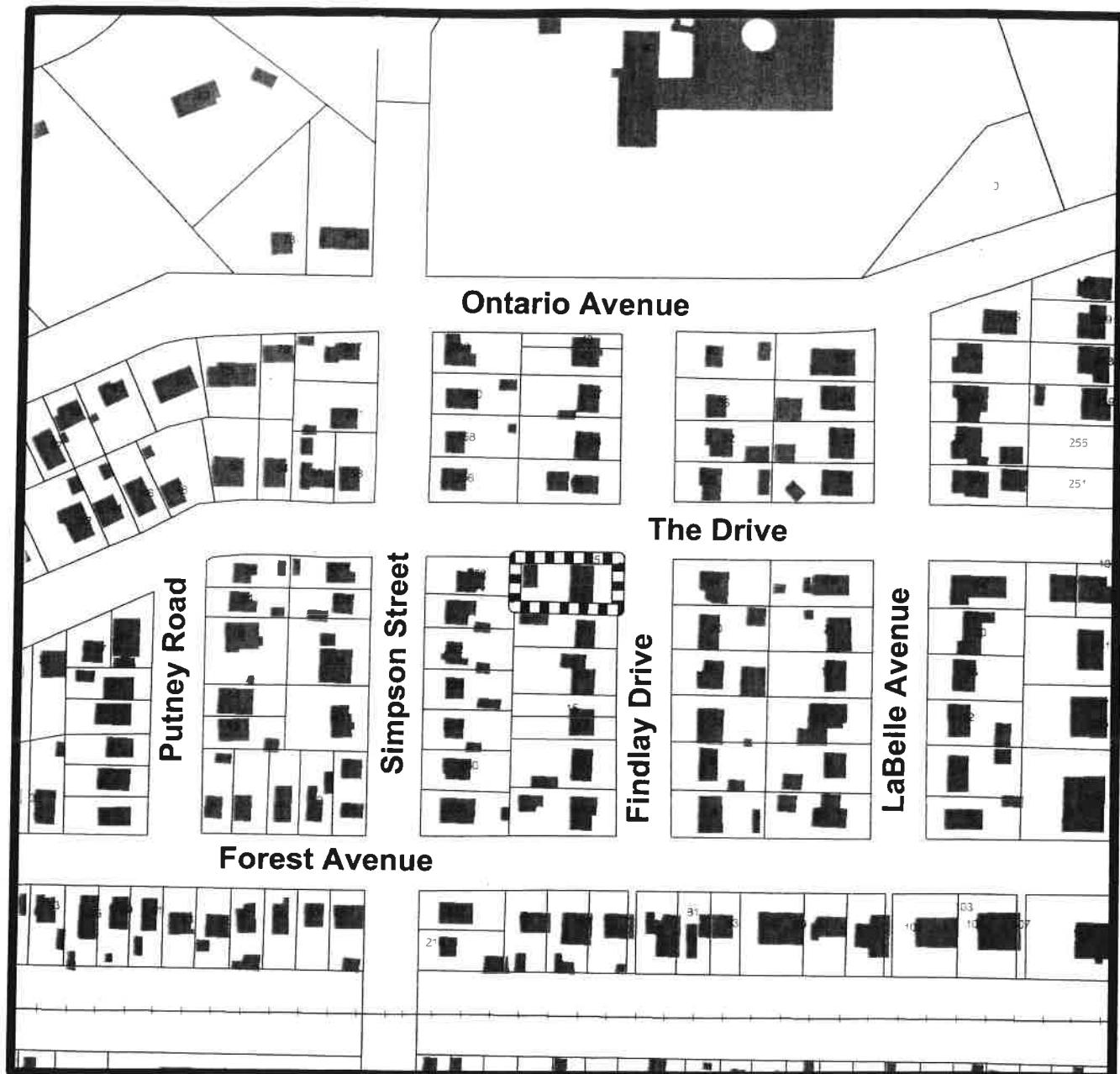
PASSED in open Council this 23rd day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2017\2017-25(Z) 2017-26 (DC) 25 FINDLAY\BY-LAW STANDARD DC.DOC

SCHEDULE "A" TO BY-LAW 2017-26



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-1-17-Z
25 FINDLAY DRIVE



METRIC SCALE
1 : 2000

ROLL NUMBER
020-020-023-00

MAP NUMBERS
19 & 1-17

Legend



Subject Property = 25 Findlay Drive

MAIL LABEL
A-1-17-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2017-27

AGREEMENT: (E2.3) A by-law to authorize the execution of an Agreement between the City and AECOM Canada Ltd. for consulting engineering services to address waste water conveyance, waste water treatment and waste water control systems issues.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Service Agreement dated January 23, 2017 between the City and PUC Services Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for consulting engineering services from time to time to address waste water conveyance, waste water treatment and waste water control systems issues as they arise and has requested the Consultant to furnish professional services in connection therewith for the period 2017 to 2021.

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 23rd day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

- 1 -

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 23rd day of January A. D. 2017

-BETWEEN-

THE CORPORATION OF The City of Sault Ste. Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering services from time to time to address waste water conveyance, waste water treatment and waste water control systems issues as they arise and has requested the Consultant to furnish professional services in connection therewith for the period 2017 to 2021;

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

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

DEFINITIONS

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

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project under the general direction and control of the Client.

1.2 Compensation

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

1.3 Staff and Methods

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

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 Records and Audit

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

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

1.7 **Changes and Alterations and Additional Services**

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

1.8 **Delays**

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

1.9 **Suspension or Termination**

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

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

1.10 **Indemnification**

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

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

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

1.11 **Insurance**

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

a) **Comprehensive General Liability and Automobile Insurance**

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

b) **Professional Liability Insurance**

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

c) **Additional Coverage**

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

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

1.12 **Force Majeure**

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

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

1.13 **Contracting for Construction**

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

1.14 **Assignment**

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

1.15 **Previous Agreements**

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

1.16 **Approval by Other Authorities**

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

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

- 1) Negotiation
 - a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
 - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
 - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
 - a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
 - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
 - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
 - d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
 - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
 - f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
 - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act*, R.S.O. 1990, c.C-43.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements established for each task and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make

any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

N/A

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Consultant's Services for Waste Water Advisory Services

The Consultant shall provide consulting engineering services on an as-needed basis to address waste water conveyance, waste water treatment and waste water control systems issues as they arise. The City's Engineering Department will issue a request to provide services for each task to be completed under this agreement.

2.02 Client's Services for Waste Water Advisory Services

The Client shall provide the Consultant with:

1. Copies of background information/documents related to each task.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment (Strike out those that do not apply)

3.2.1 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification	Billing Rate (\$/hour)
Senior Engineer	140 - 180
Intermediate Engineer	110 - 140
Senior Technician/Technologist	100 - 160
Intermediate Technician	70 - 100
Support Staff	60 - 80

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

(Not Applicable)

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services, including but

not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

A communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total amount included in Schedule 1 attached unless prior written approval is obtained from the Client.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Article 2. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Article 2, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (.1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis
(Not Applicable)

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This ____ Day of _____, 2017

Signature	
Name	Chris Redmond, P. Eng.
Title	Senior Vice President

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This ____ Day of _____, 2017

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	City Clerk

SCHEDULE 1
to Memorandum of Agreement
Waste Water Advisory Services 2017-2021

Dated the 23rd day of January, 2017

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Waste Water Advisory Services	As per Agreement	\$70,000 ⁽ⁱⁱ⁾	N/A	\$5,000

Note:

- (i) Fees excludes taxes.
- (ii) This budget is for 2017. The budget in future years is to be confirmed in January of each year.

2. A range of billing rates for each employee classification is as follows:

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	140 - 180	4
Intermediate Engineer	110 - 140	4
Senior Technician / Technologist	100 - 160	4
Intermediate Technician	70 - 100	4
Support Staff	60 - 80	4

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-28

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 23rd day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

BADGE SPECIAL CONSTABLE EMPLOYERPROPERTY LOCATION

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	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE 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	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH DENNIS ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROIOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
369	CARMICHAEL,MARY	ONT FINNISH HOME ASS	725 NORTH ST
370	HANSEN LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT,ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE 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	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPCRTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPCRTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE 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	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPCRTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPCRTS COMPLEX
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN,DANIEL	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE QUEEN ELIZABETH COMPLEX/JOHN RHODES
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE 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	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMERIAN MALL/TENARIS/JOHN RHODES/QE 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

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
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 946 8216 QUEEN ST E
109	SEBEVIC JOHN	DENTAL BUILDING	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
151	PARR,DEREK	NORPROP SECURITY	673 QUEEN ST E
153	TASSONE,VITO	TASSONE CHIROPRACTIC	STATION MALL/STATION 49/STATION TOWER
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STAT ON MALL/STATION 49/STATION TOWER
196	MCGRAYNE,Laura Lee	ALGOMA CENTRAL PROP	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
241	COGHILL,ROBIN	NORPROP SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
253	TRAVSON TERRANCE	NORTH EAST SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
267	CORBIERE,JOHN(TED)	NORPROP SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLVILLE MARINA & PARK/BONAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/GE SPORTS COMPLEX
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
369	CARMICHAEL,MARY	ONT FINNISH HOME ASS	725 NORTH ST
370	HANSEN LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCI,MARK	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/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	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLVILLE MARINA & PARK/BONAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/GE SPORTS COMPLEX
486	LCNGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN,WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/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 (CIVIC CENTRE)
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB,GERALD	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/GE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	IWEN YMAN,UNAEL	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE QUEEN ELIZABETH COMPLEX/JOHN RHODES
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342-346 ST GEORGE'S AVE
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/GE 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	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/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/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIU,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MEKKEN 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,WMILLIAM	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,COLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
636	KLYM TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
637	TOMASCNE,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
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
544	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MEKKEN 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
654	PAVONI,JAKE	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ RJS MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ RJS MARKET
661	MONK,AUSTIN	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
664	HAMMERSTEDT ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ RJS 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	BELLVUE 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 PRCPERTY	402/302 BAY ST
672	LEWIS,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS CCMPLEX
673	CARTER,SHAWN	G4S SECURITY	SAULT HOSPITAL
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	NCRPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEME NYEI,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 SPGRTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT,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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-29

PARKING: (P3.9(4)) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "A" TO BY-LAW 93-165 REPEALED

Schedule "A" to By-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. EFFECTIVE DATE

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

PASSED in open Council this 23rd day of January, 2017.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

Don Scott	1
Sam Piraino	3
David Etchells	51
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102