

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

Monday, February 6, 2017

4:30 pm

Council Chambers

Civic Centre

		Pages
1.	ADOPTION OF MINUTES	11 - 24
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that the Minutes of the Regular Council Meeting of 2017 01 23 be approved.	
2.	QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3.	DECLARATION OF PECUNIARY INTEREST	
4.	APPROVE AGENDA AS PRESENTED	
	Mover Councillor S. Myers Seconder Councillor M. Bruni	
	Resolved that the Agenda for 2017 02 06 City Council Meeting as presented be approved.	
5.	PROCLAMATIONS/DELEGATIONS	
5.1	211 Day	25 - 25
	Gary Vipond, CEO, United Way	
5.2	Community Adjustment Committee	26 - 27
	Gayle Broad, Chair - Community Adjustment Committee	

5.3	Sault Ste. Marie Ratepayers Association	28 - 28
	Lorna Rudolph and David Poluck	
5.3.1	<i>Additional Correspondence</i>	29 - 29
5.4	Civic Centre Recladding	
	Mark Luciuk, Morrison Hershfield and Geoff Miller, RDH Architects concerning agenda item 7.3.1	
6.	COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA	
	Mover Councillor S. Hollingsworth Seconder Councillor F. Fata	
	Resolved that all the items listed under date 2017 02 06 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	Correspondence	
6.1.1	Joint Meeting	30 - 30
	Correspondence from Mayor Provenzano to Chief Dean Sayers and Chief Paul Syrette	
6.1.2	Budget Submission from NOLUM	31 - 38
	Correspondence from the Mayors of the Northern Ontario Large Urban Municipalities to the Minister of Finance	
6.1.3	Ministry of Labour Field Visit	39 - 41
	Correspondence to Council from the CAO	
6.1.4	Special Occasion Permit Notification	42 - 43
	Correspondence notifying Council of a private property Special Occasion Permit event is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor F. Fata	
	Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension on private property for an outdoor event on the following dates and times: Festival and Events Ontario - Bushplane Heritage Centre	
	<ul style="list-style-type: none"> • March 1, 2017 – Welcome Reception – 6 p.m. to 1 a.m. 	
6.1.5	Algoma Public Health	44 - 44

Correspondence from the Medical Officer of Health responding to a recent resolution of Council

6.2	2018 Municipal Election – Ranked Ballots	45 - 53
	A report of the Deputy CAO/City Clerk – Corporate Services is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor M. Bruni	
	Resolved that the report of the Deputy CAO/City Clerk – Corporate Services dated 2017 02 06 concerning 2018 Municipal Election – Ranked Ballots be received and the recommendation not to use a ranked ballot system for the 2018 Municipal Elections be approved.	
6.3	Closed Captioning	54 - 56
	A report of the Manager of Information Technologies is attached for the consideration of Council.	
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that the report of the Manager of Information Technology dated 2017 02 06 regarding Closed Captioning be received as information.	
6.4	Ontario Regulation 284/09	57 - 59
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor F. Fata	
	Resolved that the report of the Chief Financial Officer and Treasurer, dated 2017 02 06, concerning Ontario Regulation 284/09 be approved for the budget year 2017.	
6.5	Property Tax Appeals	60 - 62
	A report of the City Tax Collector is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor M. Bruni	
	Resolved that the report of the City Tax Collector dated 2017 02 06 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.	
6.6	Black Road/Third Line EA – Addendum	63 - 64
	A report of the Director of Engineering is attached for the consideration of	

Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2017 02 06 concerning the Black Road/Third Line EA Addendum be received as information.

6.7 Innovation Centre Lease – Civic Centre 65 - 66

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

The relevant By-law 2017-32 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

6.8 Steelton Seniors Centre Relocation to the Northern Community Centre 67 - 76

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

Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata

Resolved that the report of the Manager of Recreation and Culture dated 2017 02 06 concerning the Steelton Seniors Centre relocation plan be received and that Council approve the funding transfer in the amount of \$18,600 from the Steelton Roof and the Steelton Parking Lot projects to support the capital upgrades.

6.9 Traffic Operations Study – Second Line East 77 - 78

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

Mover Councillor S. Hollingsworth
Seconder Councillor M. Bruni

Resolved that the Report of the Director of Planning and Enterprise Services dated 2017 02 06 concerning the Traffic Operations Study for Second Line East be received, and that \$30,000 from the Engineering Equipment Reserve previously approved for official plan consultation be redirected to the Second Line traffic operations study.

6.10 Insurance Renewal 79 - 83

A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor M. Bruni

That Council accepts the proposal of Jardine Lloyd Thompson Canada Inc., along with an increase in the liability deductible from \$75,000.00 to \$100,000.00, auto deductible from \$10,000.00 to \$25,000.00 and property deductible from \$25,000.00 to \$50,000.00. Furthermore, that Council direct the Legal Department to bring forward the appropriate by-law to authorize the execution of the Acceptance of Municipal Insurance Program Proposal for the period of February 2017 to February 2018 at a later date.

6.11 *Strathclair Park Lighting for Slo-pitch Field A – CIP 150 Funding Agreement* **84 - 86**

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

The relevant By-law 2017-34 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 *Council Travel* **87 - 87**

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that Mayor Provenzano be authorized to travel to Toronto for 2 days in February to attend meetings at Queen's Park at an estimated cost to the City of \$686.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Changes to Municipal Legislation **88 - 90**

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

Mover _____
Seconder _____

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

7.3.1 Civic Centre Recladding **91 - 112**

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Director of Engineering dated 2017 02 06 concerning Civic Centre recladding be received, and the recommendation to proceed to design and tender of Option C, Civic Centre, provision of new glazing and aluminum curtain wall system with aluminum composite panels, be approved.

- 7.4 FIRE
- 7.5 LEGAL
- 7.6 PLANNING
- 7.6.1 **New Comprehensive Signs By-law** 113 - 186
A report of the Senior Planner is attached for the consideration of Council.
Mover Councillor S. Hollingsworth
Seconder Councillor F. Fata
Resolved that the Report of the Senior Planner dated 2017 02 06 concerning the new Comprehensive Signs By-law be received and that Council approve the proposed by-law in principle, and that Legal Department be directed to prepare the appropriate by-law(s) for Council's February 21, 2017 meeting.
- 7.6.1.1 *Additional Correspondence* 187 - 200
- 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 **National Flag Day**
Mover Councillor S. Myers
Seconder Councillor J. Hupponen
Whereas February 15, 2017 is Canada's National Flag Day; and
Whereas 2017 is an especially important time in Canada's 150th year history to recognize and honour the Flag of Canada; and
Whereas the Mayor's Committee on Canada 150 does wish to take part in the Canadian government's "Share your Moment with the Flag Challenge" by posting a picture of Mayor Provenzano and the members of City Council with the Canadian flag; and
Whereas the Mayor's Committee on Canada 150 would like to ask every Saultite to also take part in the "Share your Moment with the Flag Challenge" by posting a picture or video of you with the flag and inspire others to do the same,

Now Therefore Be It Resolved that Mayor and Council now proceed to 'share our moment with the flag' as part of the Canada 150 "Sharing your Moment with the Canadian Flag" challenge.

8.2

Customer Service Training for all Front-Line Staff

Mover Councillor M. Shoemaker
Seconder Councillor P. Christian

Whereas many City staff are dealing with residents on a frequent, and often daily, basis; and

Whereas it is important that residents are receiving the proper information in a professional manner; and

Whereas customer service training can assist City staff in managing the variety of issues they face when dealing with residents,

Now Therefore Be It Resolved that all City staff who are dealing with residents on a frequent basis, whether in person, on the phone, or by e-mail, are given customer service training to assist them in their daily interactions.

8.3

Change in Job Evaluation Committee for Senior Management

Mover Councillor M. Shoemaker
Seconder Councillor S. Hollingsworth

Whereas a Job Evaluation Committee sets the pay grade for any new hires or new job classification; and

Whereas the Job Evaluation Committee is made up of City Staff trained in the Job Evaluation system; and

Whereas it would be possible under the current system that members of the Job Evaluation Committee would be setting the pay grade for their superiors,

Now Therefore Be It Resolved that staff report to Council on using an independent group, agency, or committee to evaluate the pay grade for any new hire or new job classification where such new hire or new job classification would be at a considered Senior Management position or higher.

8.4

Call Centre Training Pilot Program

Mover Councillor S. Butland
Seconder Councillor P. Christian

Whereas the City's two main call centres (Agero and Sutherland) operate continuously without a full staff complement; and

Whereas both unemployment and social assistance number are at high levels,

Now Therefore Be It Resolved that the City's Human Resources Department and other relevant staff co-ordinate a meeting with representatives from the

following: EDC, DSSAB, Sault Community Career Centre, Adult Learning Centre, Agero, Sutherland, Soo College, Ministry of Advanced Education and Skills Development to discuss potential to initiate a pilot training program (4 – 6 weeks) for prospective employment candidates for the Call Centres

Be It Further Resolved that a report be tabled for Councils' consideration as to costing, practicality, most appropriate program operator, funding sources and potential efficacy of the program.

8.5

Notion of Motion – Energy Export

Mover Councillor S. Butland
Seconder _____

NOTICE OF MOTION

Whereas Sault Ste. Marie produces twice the energy required to service the community and this excess is transmitted by the grid to the rest of Ontario with little positive consequence to the residents of Sault Ste. Marie; and
Whereas the Upper Peninsula of Michigan is deficient in present and pending energy requirements and are presently considering options to address the issue; and

Whereas one option could be to transmit excess energy from Ontario to Michigan across the border which could be mutually beneficial to both jurisdictions;

Now Therefore Be It Resolved that Council request the PUC to commission a study on the viability of erecting the required transmission lines with consideration of costing, environmental issues, international agreements, potential sales of this excess energy and willingness of Provincial state and Federal jurisdictions to co-operate in such an initiative.

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

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

11.1.1 By-law 2017-32 (Agreement) Innovation Centre Lease (Civic Centre 6th Floor) 201 - 219

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2017-32 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Innovation Centre for the lease of the Civic Centre, 6th Floor located at 99 Foster Drive, Sault Ste. Marie be passed in open Council this 6th day of February, 2017.

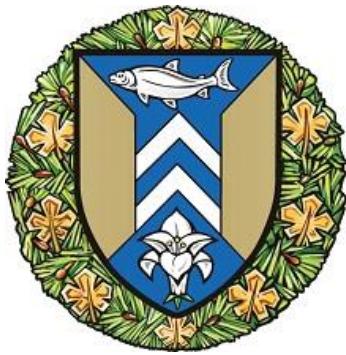
11.1.2	By-law 2017-33 Heritage Designation 83 Huron Street	220 - 232
Council report was passed by Council Resolution on June 13, 2016.		
Mover Councillor S. Myers Seconder Councillor F. Fata		
Resolved that By-law 2017-33 being a by-law to designate 83 Huron Street as being of architectural or historic value or interest be passed in open Council this 6th day of February, 2017.		
11.1.3	By-law 2017-34 (Agreement) Strathclair Park Lighting	233 - 260
A report from the Manager of Recreation and Culture is on the Agenda.		
Mover Councillor S. Myers Seconder Councillor F. Fata		
Resolved that By-law 2017-34 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada ("Her Majesty") hereby represented by the Minister of Industry (the "Minister") for Community Infrastructure Program 150 funding for the Strathclair Lighting project be passed in open Council this 6th day of February, 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. Hollingsworth Seconder Councillor M. Bruni		
Resolved that this Council proceed into closed session to discuss:		
<ul style="list-style-type: none"> • two matters concerning acquisition/disposition of land (McNabb Street area; Peoples Road) • one item concerning employee negotiations 		
<p><i>(Municipal Act R.S.O. 2002 - Section 239 (2)(c) - a proposed or pending acquisition or disposition of land by the municipality; Labour relations and employee negotiations – section 239(2)(d)).</i></p>		
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 S. Myers
Seconder Councillor F. Fata

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 23, 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, R. Tyczinski, M. White, N. Kenny, L. Girardi, S. Schell, T. Vair, M. Figliola, F. Coccimiglio, R. Tyczinski, D. Elliott

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Regular Council Meeting of 2017 01 09 and Budget Meeting of 2016 12 05 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor L. Turco – Municipal Law Enforcement Officers

Spouse employed by Police Service

3.2 Councillor L. Turco – City By-Law Enforcement Officers

Spouse employed by Police Service

3.3 Councillor L. Turco – By-law 2017-28 (Parking) Municipal Law Enforcement Officers

Spouse employed by Police Service

3.4 Councillor L. Turco – By-law 2017-29 (Parking) By-law Enforcement Officers

Spouse employed by Police Service

3.5 Councillor M. Shoemaker – Retention of Restructuring Lawyer Fee Update

Law firm involved in CCAA proceedings

3.6 Councillor J. Krmpotich – Retention of Restructuring Lawyer Fee Update

Employed by Essar Steel Algoma Inc.; USWA

3.7 Councillor R. Niro – Mayor Provenzano to Assistant Deputy Fire Marshal

Family member employed by Fire Services

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the Agenda and Addendum #1 for 2017 01 23 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Bon Soo 2017

A representative of the Bon Soo Board of Directors was in attendance.

5.2 Youth Homelessness Awareness Month

Mike Nadeau, Chief Administrative Officer, District of Sault Ste. Marie Social Services Administration Board and Anne Penney, Executive Director of Pauline's Place Non-Profit Homes Inc. were in attendance.

5.3 Black History Month

Jane Omollo, President, African Caribbean Canadian Association of Northern Ontario was in attendance.

5.4 Postpartum Depression Awareness Month

Lindsay Collins was in attendance.

5.5 Downtown Association – Strategic Planning Update

Bryan Hayes, Chair and Josh Ingram, General Manager were in attendance.

5.6 Convergent Energy

Dominic Parrella, President and CEO, PUC Inc. and Tremor Temchin, Director, Canadian Operations were in attendance.

5.7 Tire Processing Plant Status Update

Bob MacBean, CEO Environmental Waste International was in attendance.

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that all the items listed under date 2017 01 23 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda item 6.4.

Carried

6.1 Correspondence

6.1.1 Mayor Provenzano to Assistant Deputy Fire Marshal

Councillor R. Niro declared a conflict on this item. (Family member employed by Fire Services)

6.1.2 AMO's 2017 Pre-Budget Submission

6.2 Street Closure – Push for Change

The letter of request for a temporary street closing in conjunction with Push for Change was received by Council.

The relevant By-law 2017-24 is listed under item 11 of the Minutes.

6.3 Council Travel

Moved by: Councillor P. Christian

Seconded by: 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.

Carried

Moved by: Councillor P. Christian

Seconded by: 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.

Carried

6.5 Tender for Bulk Coarse Highway Salt

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

6.6 Advisory Services Engineering Agreement

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

The relevant By-law 2017-27 is listed under item 11 of the Minutes.

6.7 Black Road Widening Project

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

6.8 Travel Request for Wawa Provincial Offences Court

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

6.9 Amendment of Ken Danby Art Loan Agreement

The report of the City Solicitor was received by Council.

The relevant By-law 2017-23 is listed under item 11 of the Minutes.

6.10 Approval of Standard Form Heritage Property Agreement

The report of the City Solicitor was received by Council.

The relevant By-law 2017-18 is listed under item 11 of the Minutes.

6.11 Municipal Law Enforcement Officers

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

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

The relevant By-law 2017-28 is listed under item 11 of the Minutes.

6.12 City By-Law Enforcement Officers

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

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

The relevant By-law 2017-29 is listed under item 11 of the Minutes.

6.4 Retention of Restructuring Lawyer Fee Update

Councillor M. Shoemaker declared a conflict on this item. (Law firm involved in CCAA proceedings)

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

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

Moved by: Councillor S. Butland

Seconded by: Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2017 01 23 concerning the approval of an additional \$50,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

Carried

Postponement:

Moved by: Councillor R. Romano

Seconded by: Councillor M. Bruni

Whereas Council has been asked on January 23, 2017 to approve a further retainer payment to our legal counsel assisting us in the CCAA proceedings involving Essar Steel Algoma in the amount of \$75,000, in addition to the \$225,000 already paid; and

Whereas it is prudent of this Council to be cautious of unnecessary and fruitless spending that may offer no legitimate return on investment to the residents of the City of Sault Ste. Marie; and

Whereas any indication by the Corporation of the City of Sault Ste. Marie that we should be prepared to negotiate on the repayment of the taxes owed to us, for which we already hold priority status by virtue of statutory authority for said priority would be detrimental to the City being able to actively pursue the full amount of tax arrears presently owing to the City; and

Whereas this Council has never seen any accounts from our legal counsel that explains on a line-by-line basis, the costs that we have expended to date that appear, based on the January 23, 2017 request from staff to have reached \$225,000 of Sault Ste. Marie taxpayers' money; and

Whereas said accounts should be reviewed to ensure we as a Council make an informed decision as to what we can hope to receive for the further expenditure of an additional \$75,000 and how our last \$225,000 has been spent.

Now Therefore Be It Resolved that in the spirit of providing openness and transparency to the taxpayers of Sault Ste. Marie, which we serve, that this request for a further \$75,000 be postponed and that staff provide Council at our next meeting with:

1. a copy of the detailed itemized line-by-line accounts that have been provided to the Corporation of the City of Sault Ste. Marie from our legal counsel;
2. a copy of our retainer agreement(s); and
3. a copy of the correspondence and opinion letter from our legal counsel advising us as to the costs associated with any potential future steps or options moving forward and costs of same.

Defeated

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

7.7 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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

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.

Carried

8.2 Posting of Expenses to Website

Mayor Provenzano vacated the Chair. Councillor Krmpotich assumed the position of Acting Mayor.

Moved by: Councillor M. Shoemaker

Seconded by: 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 or in any other convenient format recommended by staff; as well as staff travel expenses and travel reports and all City credit card statements with all necessary security information redacted.

Carried

8.3 2018 Budget

Mayor Provenzano resumed the Chair.

Moved by: Councillor M. Shoemaker

Seconded by: 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.

Recorded	For	Against	Absent
Mayor C. Provenzano		X	
Councillor S. Butland		X	
Councillor P. Christian		X	
Councillor S. Myers		X	
Councillor S. Hollingsworth		X	
Councillor J. Hupponen		X	
Councillor L. Turco		X	
Councillor M. Shoemaker	X		
Councillor R. Niro		X	
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich		X	
Councillor R. Romano		X	
Results	3	10	0

Defeated

8.4 Third Line and Peoples Road Intersection

Moved by: Councillor M. Bruni

Seconded by: 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).

Carried

8.5 Free Parking for Shadows of the Mind Film Festival

Moved by: Councillor R. Niro

Seconded by: 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.

Carried

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 P. Christian

Resolved that all By-laws under item 11 of the Agenda under date 2017 01 23 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 2017-18 (Heritage Designations) Standard Form For Heritage Property Agreements

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor P. Christian

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland

Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland
Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland
Seconded by: 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.

Carried

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

11.1.9 By-law 2017-27 (Agreement) AECOM Canada Ltd.

Moved by: Councillor S. Butland
Seconded by: 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.

Carried

11.1.10 By-law 2017-28 (Parking) Municipal Law Enforcement Officers

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

Moved by: Councillor S. Butland
Seconded by: 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.

Carried

11.1.1 By-law 2017-29 (Parking) By-law Enforcement Officers

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

Moved by: Councillor S. Butland
Seconded by: 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.

Carried

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

Moved by: Councillor S. Butland
Seconded by: 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.

Carried

14. ADJOURNMENT

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

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



United Way
Sault Ste. Marie and district



When you don't know
where to turn.

Immediate Release

February 6th, 2016

On 2-1-1 Day, residents are encouraged to make the right call

What is 211?

211 is answered live, 24 hours a day, every day of the year including holidays, in more than 150 languages. Residents can call 2-1-1 for information on community, social and health services, as well as municipal, provincial and federally funded services like housing, employment, mental health and addiction agencies. Residents can also call 2-1-1 for services like food banks or for the non-emergency police number.

"211 has rapidly become an essential community service across Ontario. It's the easiest and fastest way for our community's most vulnerable, and those who care for them, to connect to social, health and government services," said Andrew Benson, Executive Director of Ontario 211.

What we do

United Way funds 211 service in the Algoma district region and partners with many community leaders who together deliver 211 services through the phone and online to all Algoma district residents. Our partners ensure that the 211 service is run by skillful, trained individuals and that the services database is up to date. Our partners are:

Algoma District Social Services Administration Board
Sault Ste. Marie Social Services Administration Board
Sault Ste. Marie Innovation Centre
Federal and Provincial Government

How you can help

February 11 is 2-1-1 Day across North America. To mark this day, United Way Sault Ste. Marie and district and 211 Ontario helpline are asking residents to make the right call (#MakeTheRightCall) if they want or need help. We are asking community agencies and not-for-profit organizations to keep their records up to date. We are also asking everyone in our community to spread awareness about the 211 service.

-30-

For more information about 211 service or to have 211 materials at your workplace, please contact:

Maureen Dodd, Director
Stakeholder Relations and Public Affairs
meddodd@ssmitedway.ca
705-256-7476 X216

Make the Connection. Call 2-1-1

Free | Confidential | 24/7 | 150+ Languages | Live Answer
www.211Ontario.ca | TTY: 1.888.340.1001



SAULT STE MARIE COMMUNITY ADJUSTMENT COMMITTEE

Report to Mayor and City Council

January 27, 2017

On behalf of the Community Adjustment Committee, I am pleased to provide this update to City Council and the community on recent and planned activities of the Community Adjustment Committee

BACKGROUND

Our previous report on August 22, 2016, indicated that the CAC membership had been confirmed, along with a number of resource people, and that a one-day workshop was to be held in early September to provide orientation to Committee members. The terms of the funding arrangement with the Ministry of Advanced Education and Skills Development required that the CAC determine its own mission and terms of reference and its policies and procedures, as its first order of business.

ACTIVITIES UPDATE

Since the initial workshop on September 7, 2016, the CAC has been working diligently to advance its mandate. The vision adopted by the CAC to provide a framework for its efforts and final report is:

To support Sault Ste. Marie's resilience through the creation of a bold, dynamic community plan which strengthens the four pillars of community resilience: cultural vitality, environmental sustainability, social equity and economic growth and diversity.*

***Community Resilience:** *Adaptable; ability to recover from adverse conditions and thrive*

The CAC has established a work plan to ensure completion of its work by April 24, 2017 per the Ministry established guidelines.

To date, the CAC has compiled substantial research on trends and impacts on the community; the current status of Sault Ste. Marie using a broad range of indicators that support the 'four-pillar' approach including economic and labour force data, health and education, and social, environmental and cultural vitality indicators. This work is now completed. Ten subcommittees, chaired by CAC members, including approximately 80 local subject matter experts, have assisted with the collection of this data to date. Summaries of this information has been compiled by subcommittees and/or CAC staff and shall be available on the CAC's website and Facebook pages commencing January 30 (as well as links to comprehensive reports).

The CAC has also benefitted from the efforts of a number of earlier planning committees, such as Building an Extraordinary Community and Destiny Sault Ste. Marie, and the recent reports of the Mayor and City Planning Staff regarding consultations conducted in 2016. These reports are also informing the CAC's efforts, and we wish to extend our thanks to the Mayor for taking this initiative and to staff and

participants for their input. Additionally, our work has been augmented by numerous community organizations which have undertaken their own strategic planning and have kindly provided that information to the CAC.

The various intentions and recommendations developed by this broad community effort will certainly contribute and assist in the development of our final recommendations.

The Committee has just recently begun the next stage of its work, i.e., identifying a 'future state' for Sault Ste. Marie, where we want to be in 5 – 10 years, which will take place over the next 6 – 8 weeks.

COMMUNITY ENGAGEMENT

As outlined above, over 100 CAC members, resource people, and local subject experts have been diligently working in establishing a solid evidence base for the development of the comprehensive community plan. The CAC is very pleased to report that we are now ready to embark on a broad engagement with the general public to elicit their support in identifying opportunities and eventual recommendations.

The CAC has retained the services of several local companies to assist us with communications and community engagement. A wide range of opportunities to participate in identifying potential opportunities, projects and activities, using interactive methods including social media and face to face sessions across the community shall be available in the February – March period. Additionally, a series of videos shall be available commencing January 30, through our website and Facebook pages, which shall assist Sault Ste. Marie residents in understanding the City's current realities, as well as helping us identify opportunities for increasing our community's resilience and building a greater future.

We are on track to complete and submit our final report within the expected timeframe of April 24, 2017.

FINANCIAL STATUS

The CAC determined that it would follow policies already established by the City in administering its funds to facilitate ease of accounting and ensure prudent financial practice and we wish to acknowledge the support and assistance of City staff with this regard. The CAC is expected to complete its work within the budget allocated.

Respectfully submitted,
Gayle Broad
Chair, Community Adjustment Committee

The Sault Association of Ratepayers
357 Northern Avenue East
Sault Ste. Marie, Ontario P6B 4J2

Mr. Malcolm White
Deputy CAO/City Clerk

The Province is proposing changes to the Municipal Act that affect part five of that act concerning accountability and transparency. The Sault Association of Ratepayers is proposing that we should be proactive on the theory that formation of tools for good governance is a good risk management tool, and if change is coming it is best to be prepared. We should base our efforts on conflict resolution and problem solving.

To that end we propose that we should start the process of by-law creation under the current act Section 223.1 to 224 so that whether or not the changes come we will have done our due diligence so that any by-law is carefully considered and not a rush to meet deadlines that may be established by future legislation or regulation. We therefore propose the following should be addressed:

1. Creation of a committee composed of members of council, members of staff and members of the public to propose a new Code of Conduct.
2. That committee should also be authorized to discuss the appointment of an integrity commissioner, a municipal ombudsman, an auditor general and the establishment of a lobbyist registry and appointment of a registrar as permitted in the Municipal Act. This would entail a review of responsibilities, costs, etc.

To that end we hope that members of council would propose and support a motion to establish a committee composed as above stated to establish a New Code of Conduct and name the council, staff, board and public members who would sit on said committee; and authorize the committee to propose a by-law based on the considerations above noted.

We would also hope that the council would see the benefits of open discussion on the possible benefits of such appointments and the possibility of time saving and saving of expense in a venue than the rather cumbersome use of the Provincial Ombudsman to resolve conflicts and issues.

DAVID POLUCK 253-2645

LORNA RUDOLPH 946-3290

MOTION TO REVIEW AND DISCUSS SECTIONS 223.1 TO 223.4 ONTARIO MUNICIPAL ACT 2001

WHEREAS Accountability and transparency are paramount in maintaining public trust in our municipal council and the management of the municipality,

WHEREAS Section 224 explicitly includes accountability and transparency as part of the role of council

WHEREAS the Provincial Government has proposed changes to the Municipal Act, though we do not know when those changes may be enacted;

WHEREAS Sections 223.1 to 223.24 provides that municipalities may pass by-laws to establish

1. A Code of Conduct for council and board members;
2. An Integrity Commissioner;
3. A municipal Ombudsman;
4. An Auditor General;
5. A lobbyist registry and registry.

WHEREAS the City of Sault Ste. Marie has only a Code of Conduct established 2010/01/25 and none of the other positions listed in the legislation:

BE IT RESOLVED that a committee of members of council, City Clerk, members of staff and members of the public be established and that committee be authorized to gather all information and consultation data specifically on the topics and provide a proposed by-law to Council on the topics of

1. Code of Conduct
2. Integrity Commissioner
3. Municipal Ombudsman
4. Auditor General
5. Lobbyist registry and registrar
6. The costs of same, whether they should be full or part time and
7. Any relevant duties and forms to be associated with the officers heretofore named.

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



Corporation of the City of
Sault Ste. Marie

January 23rd, 2017

Chief Dean Sayers
Batchewana First Nation

Chief Paul Syrette
Garden River First Nation

Dear Chief Sayers and Chief Syrette,

On Friday December 1st, 2016 I and members of Sault Ste. Marie City Council had the pleasure of being the guests of Chief Sayers and the Batchewana Council for a cultural awareness session. It was a very beneficial and positive meeting, one that members of our City Council appreciated greatly.

One of the discussion items that arose during the course of discussions at the December 1st meeting was the concept of holding a joint meeting of our three respective councils: Batchewana First Nation, Garden River First Nation, and the City of Sault Ste. Marie.

I am personally enthusiastic about such a possibility and sincerely hope it will come to fruition. I feel that such a meeting would afford us the opportunity to demonstrate and affirm the ties of respect and friendship that exist between our communities. Moreover, we would also be able to cover a substantive agenda of issues that are of shared concern and interest to all three of our Councils.

If you feel that your Councils would be receptive to participating in a joint meeting, I would suggest that the three of us—in our capacity as Heads of Council—meet soon to discuss some preliminary ideas as to how such an undertaking could be orchestrated. At that time, we could begin canvassing possible locations and dates for the meeting, as well as developing an initial long-list of agenda items.

I would kindly ask that you or your offices contact my assistant Lisa Bell at 705-759-5344 or via email at l.bell@cityssm.on.ca to indicate your interest and potential availability for a preliminary meeting. Once those details are established we can proceed and plan accordingly.

Sincerely,

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

Christian Provenzano

Christian Provenzano, B.A., LLB. LLM.
Mayor



Corporation of the City of
Sault Ste. Marie

The Honourable Minister Bill Morneau
Minister of Finance
90 Elgin Street
Ottawa, ON, K1A 0G5

February 1st, 2017

Dear Minister Morneau,

We, the five Mayors of the NOLUM (Northern Ontario Large Urban Municipalities) group are writing you regarding the Federal Economic Development Initiative for Northern Ontario (FedNor hereafter).

As you know, Northern Ontario faces its share of economic challenges. These include outmigration, an aging labour force and an over-reliance on resource-dependent industries. FedNor is the Government of Canada's principal economic development program for Northern Ontario and as such it has an important role in addressing these challenges.

We believe that with the proper resources and autonomy, FedNor can be a vital contributor to building lasting economic prosperity for Northern Ontario. The paper attached documents our present concerns with the initiative and our suggestions as to how it could be strengthened so as to better meet the needs of our region.

We were pleased to have the opportunity to meet with both the Northern Ontario caucus and Minister Bains on November 23rd, 2016 in Ottawa regarding FedNor and the suggestions in our paper. Those meetings were very positive and productive and we left them secure in the knowledge that both the caucus and Minister were supportive of seeing FedNor strengthened and appreciative of its importance to our communities and to Northern Ontario generally.

However, we recognize that our request to see FedNor's funding enhanced is ultimately a budgeting decision, which puts it within the purview of your Ministry. Though we can appreciate that you must receive many competing funding requests, we staunchly believe that there is a compelling and immediate need to increase FedNor's available financial resources, beginning with the 2017 fiscal year.

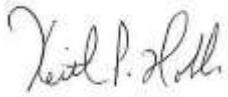
Furthermore, with several programs in other Regional Development Agencies reaching their sunset dates over the next few years, we would suggest to you that it would be possible to enhance FedNor's funding without expanding the total funding envelope for regional economic development or impacting the Government's long term financial objectives.

Thank you for your consideration and we look forward to your reply.

Sincerely,



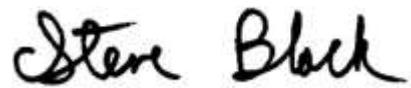
Christian Provenzano
Mayor of Sault Ste. Marie



Keith Hobbs
Mayor of Thunder Bay



Brian Bigger
Mayor of Greater Sudbury



Steve Black
Mayor of Timmins



Al McDonald
Mayor of North Bay

Attachments: (1)

NOLUM Position Paper on FedNor

Background:

The Federal Economic Development Initiative for Northern Ontario (FedNor hereafter) is a program of Innovation, Science and Economic Development Canada, formerly Industry Canada. The mandate of FedNor is to assist with the economic development and diversification in Northern Ontario.

FedNor can trace its origins to 1987 and while its scope of activities, relative funding levels and service area boundaries have changed during the intervening years, its core mission to assist with job creation and economic diversification in Northern Ontario has remained mostly unchanged.

At present, FedNor delivers on its mandate through three main program areas: the Northern Ontario Development Program, the Community Futures Program, and the Economic Development Initiative.

As the Federal Government's main delivery agent for economic development programming in Northern Ontario, FedNor has the potential to be an important catalyst for progressive regional development. Unfortunately, the program's efficacy has been constrained by several structural issues, which will be detailed further on. It should be noted that in the main these issues are not within the control or ability of FedNor staff to change or influence. Rectifying them will require the exertion of political and organizational will at the levels of government responsible for oversight of the program.

Issue #1: FedNor's efficacy has been limited by budgetary reductions

One of the material limitations FedNor faces at the present time is the reality that the program simply doesn't have the fiscal resources available to it that it once did. Beginning in 2011-2012, appropriations to FedNor declined dramatically. Despite the emphasis on infrastructure investment and economic development in the 2016 Federal Budget, the lost funding amounts have not been restored. Compounding the problem, there have been years where the program has failed to disburse its full budget and returned substantial sums to the federal treasury.

In 2002-2003, FedNor's total appropriations were \$67.8 million¹. By 2012-2013, total appropriations had declined to \$42.6 million². This was a 38 per cent decline in absolute terms, one that becomes even greater in relative terms when inflation is taken into account.

Had FedNor's funding envelope kept pace with inflation since 2003, the program would be expected to receive approximately \$85.4 million³ in appropriations for 2016, more than double its actual budget of \$41.2 million for the 2015-2016 fiscal year⁴. Given the decrease in FedNor's "purchasing power" over the last seven-to-eight years, it seems only reasonable to conclude that FedNor's ability to support development in Northern Ontario has decreased accordingly.

Issue #2: FedNor is under-resourced relative to peer agencies

A quick parsing of government documents makes it clear that FedNor lacks the fiscal and human resources afforded to other regional economic development organizations. Some of this can be explained in part by Northern Ontario being less populous than other regions with federal economic development agencies. However, the discrepancies are still pronounced even on a proportionate basis in some instances.

The Atlantic Canada Opportunities Agency (ACOA) provides a reasonable basis of comparison. When combined, the four Atlantic Provinces are of similar size to Northern Ontario and the core socio-economic issues—aging populations, youth outmigration and resource-dependent economies—are the same in both regions.

Certainly, Atlantic Canada has a larger population than Northern Ontario. However, on a per capita basis the disparity in resources granted to ACOA relative to FedNor becomes striking. Although Atlantic Canada as a little more than three

¹

http://charlieangus.ndp.ca/sites/default/files/multisite/76282/field_content_files/fednor_appropriations_and_expenditures - 1988 to 2014 - library_of_parliament.pdf

² Ibid.

³ Per the Bank of Canada's Inflation Calculator.

⁴

http://charlieangus.ndp.ca/sites/default/files/multisite/76282/field_content_files/20160314_opg_fednor_cuts .pdf

times the population of Northern Ontario, in 2015-2016 ACOA receives more than seven times the funding that FedNor did and had seven times as many staff.

Figure 1 - Comparison of FedNor to Atlantic Canada Opportunities Agency (ACOA)

Agency/Program	Population Served	Area Served	2015-2016 Budget	Spending per 1000 population
ACOA	2,300,000	503,000 km ²	\$298,584,989 ⁵	\$129,820
FedNor	733,000	802,000 km ²	\$41,180,000 ⁶	\$56,180

Another basis of comparison is with the Canadian Northern Economic Development Agency (CanNor) which services the three territories that comprise Canada's Far North. Again, government documents show that there is a surprising funding disparity that exists, despite Northern Ontario having almost seven times the population of Northern Canada.

Figure 2- Comparison of FedNor to Canadian Northern Economic Development Agency (CanNor)

Agency/Program	Population Served	Area Served	2015-2016 Budget	Spending per 1000 population
CanNor	107,000	3,921,739 km ²	\$50,669,000 ⁷	\$473,542
FedNor	733,000	802,000 km ²	\$41,180,000	\$56,180

Although it is to be acknowledged that CanNor's funding is projected to fall substantially over the next several years as several programs reach their sunset dates, the projected planned spending for the agency will still be many times greater on a per capita basis than FedNor. CanNor's 2016-2017 planned spending

⁵ http://www.acoa-apeca.gc.ca/eng/publications/ParliamentaryReports/Documents/2016%20RPP%20-%20MAIN%20DOC_ENv158%20for%20pdf%20web.pdf

⁶ http://charlieangus.ndp.ca/sites/default/files/multisite/76282/field_content_files/20160314_opq_fednor_cuts_.pdf

⁷ <http://www.cannor.gc.ca/eng/1422645208442/1422645272043>

of \$22,940,000⁸ still equates to \$214,392 spent for each 1,000 persons living in Northern Canada and is about four times greater than FedNor's present outlays

FedNor also has the fewest human resources of all the regional economic development agencies and programs provided by the federal government:

Figure 3 – Comparison of FedNor staffing levels to peer agencies

Agency / Program	2015-2016 Full Time Equivalent (FTE) Count
ACOA	598 ⁹
CED – Regions of Quebec	316 ¹⁰
Western Diversification	287 ¹¹
FedDev – Southern Ontario	232 ¹²
CanNor – Northern Canada	93 ¹³
FedNor	83¹⁴

It is also worth noting that FedNor's staffing complement has declined substantially since 2010, when it had a complement of 120 FTEs—a drop of approximately 31 per cent.

Though it may be unreasonable to expect FedNor to attain proportional funding and staffing to the likes of ACOA in the near-term, a gradual and sustained ramp-up in how the program is resourced would improve on its ability to deliver programming in Northern Ontario.

⁸ Ibid

⁹ http://www.acoa-apec.ca/eng/publications/ParliamentaryReports/Documents/2016%20RPP%20-%20MAIN%20DOC_ENv158%20for%20pdf%20web.pdf

¹⁰ <http://www.dec-ced.gc.ca/eng/resources/publications/rpp/2015-2016/313/index.html>

¹¹ <http://www.wd-deo.gc.ca/eng/18789.asp>

¹² <http://www.feddevontario.gc.ca/eic/site/723.nsf/eng/02160.html#s1.1>

¹³ <http://www.cannor.gc.ca/eng/1422645208442/1422645272043>

¹⁴ http://charlieangus.ndp.ca/sites/default/files/multisite/76282/field_content_files/20160314_opq_fednor_cuts_.pdf

Issue #3: FedNor is hampered by its lack of agency status and limited autonomy

Unlike many of its peers in the Federal Government's regional economic development sphere, FedNor is not a standalone agency. Rather, it exists as a program of Innovation, Science and Economic Development Canada. This subordination to the Ministry limits FedNor's ability to create or influence policy by itself and leaves it without the necessary independence to adopt strategic directions of its own choosing or to commit to long-term collaborative undertakings.

FedNor has also encountered difficulty disbursing funds in recent years. In 2003 there were \$0 unspent. In 2014, FedNor returned \$8.6 million to the treasury of a total budget of \$45.5 million — approximately 20 per cent of total voted appropriations for contribution program funding.¹⁵ This inability to disburse planned spending suggests several possibilities. There could be administrative bottlenecks in FedNor's approval streams, there could be insufficient emphasis being placed on supporting higher-value projects, FedNor could be being subjected to political pressure not to spend all of its appropriations or there could be some combination of these and other factors at work.

More autonomy for FedNor would enable it to spend monies more effectively and adjust its funding criteria to keep pace with developments in Northern Ontario. As Charles Conteh notes in his paper, *FedNor: It's just got to be free* (Northern Policy Institute - 2015)¹⁶ a FedNor that is vested with more discretion and autonomy would be more responsive and be better placed to collaborate and enter into partnerships with both local governments and provincial initiatives such as the Northern Ontario Heritage Fund Corporation (NOHFC). As an independent agency, FedNor would also be able to work directly with the Treasury Board Secretariat, enabling it greater flexibility and discretion for making budgetary requests.

¹⁵ http://charlieangus.ndp.ca/sites/default/files/multisite/76282/field_content_files/fednor_appropriations_and_expenditures_-1988_to_2014_-library_of_parliament.pdf

¹⁶ <http://www.northernpolicy.ca/upload/documents/publications/research-reports/paper-fednor-its-just-got-to-be-free.pdf>

NOLUM Requests:

- 1)** That the Government of Canada and Innovation, Science and Economic Development Canada increase FedNor's budget to \$100 million annually. This would bring FedNor up to parity with the Northern Ontario Heritage Fund Corporation and would enable the organization to undertake a more aggressive approach to delivering its programming.
- 2)** That the Government of Canada initiate a process whereby FedNor is granted full agency status and discretionary powers equivalent to its regional economic development peers, such as ACOA, CED, FedDev, and Western Diversification.
- 3)** That FedNor and Innovation, Science and Economic Development Canada review FedNor's current policies and procedures with the intention of streamlining the funding approval process. A faster and more predictable turnaround time on decision-making will benefit all future applicants to FedNor programs.

Summary

We are optimistic that strengthened and independent FedNor can play a central role in enhancing the economic prosperity of Northern Ontario. We feel that there are greater partnership opportunities to be had amongst FedNor, NOHFC and the municipalities of Northern Ontario—ours amongst them. We are eager to work alongside side a renewed and strengthened FedNor for the betterment of our communities and our region.



Al Horsman

February 1, 2017

MEMORANDUM

To: Mayor and Council

Re: Ministry of Labour Order

Attached please find the Ontario Ministry of Labour's (MOL) Field Report dated January 27, 2017 that confirms the City has complied with the Ministry's order #00920KFLL038 issued on November 2, 2016. This report has been signed by representatives of the Association, City and MOL. Per statutory requirements, copies of this report have been posted on Fire Services Occupational Health and Safety bulletin boards.

As identified in the MOL Field Report a Notice of Compliance sheet has also been documented and provided on January 30, 2017 to the Co-Chair of the Joint Health and Safety Committee for review. This sheet was signed on February 1, 2017 and a copy of this is also attached for Council's information and consideration.

As described by MOL officials in their report and practiced by City administration on all Occupational Health and Safety fronts, the employer's consultation with employees regarding operating guidelines and practices is ongoing. The current standard operating guidelines for Fire Services is no exception.

In short, while the latest operating guidelines are deemed by the MOL as compliant the employer intends to work with the Association through the Joint Health and Safety Committee to continue to conduct regular operating guideline reviews as delivery of fire services evolves.

A handwritten signature in blue ink that reads "Al Horsman".

Al Horsman
Chief Administrative Officer
Corporation of the City of Sault Ste. Marie

AH/tv

attachments

**Ministry
of
Labour Safe At Work**

Operations Division Occupational Health and Safety



Page 1 of 1

OHS Case ID: **00920KFLL038**

Field Visit no: **00920LCKM027**

Visit Date: **2017-JAN-27**

Field Visit Type: **CONTINUATION**

Workplace Identification: **CORP OF THE CITY OF SAULT STE MARIE, THE - #1 MAIN FIRE HALL**

72 TANCRE STREET, SAULT STE. MARIE, ON, CANADA P6A 2W1

Notice ID:

Telephone: **(705) 949-3335**

JHSC Status:
Active

Work Force #:
19

Completed %:

Persons Contacted: **DEPUTY FIRE CHIEF PETER JOHNSON; ROB SHAUGHNESSY, WORKER REP - JHSC; ALDO IACOE, H & S CO-ORDINATOR; RICHARD BISHOP, PRESIDENT - ASSOCIATION**

Visit Purpose: **INVESTIGATION**

Visit Location: **72 TANCRE STREET**

Visit Summary: **NO ORDERS ISSUED.**

Detailed Narrative:

Discussed:

- The employer has submitted the following documents in response to order #00920KTJQ372 issued on November 2, 2016 :

- Operating Guideline # 600-01 - Single Family Dwellings (outbuildings included)
- Operating Guideline # 600-02 - Response to Row Housing Units
- Operating Guideline # 600-03 - Response to High-Rise Buildings
- Operating Guideline #100-01 - Turnout Gear and Accessories
- Operating Guideline # 200-05 - Rapid Intervention Team (R.I.T.)
- Operating Guideline # 800-01 - Emergency Scene Management
- Operating Guideline # 800-02 - Incident Command Functions
- Operating Guideline # 200-03 - Entry Control System

The order is now complied with.

Discussed several revisions that will be documented by the employer and provided to the Co-chair JHSC worker member.

Notice of Compliance sheet to be signed upon review of revisions during week of January 30, 2017.

The employer reports that consultation with workers regarding Operating Guidelines is ongoing.

Recipient	Inspector Data	Worker Representative
Name <u>PETER JOHNSON</u> DEPUTY FIRE CHIEF	Inspector Data NICOLE GALLANT OCCUPATIONAL HEALTH & SAFETY INSPECTOR PROVINCIAL OFFENCES OFFICER 480-70 Foster Dr, Sault Ste Marie, ON P6A 6V4 SSMMOLReporting@Ontario.ca Tel: (705) 542-2624 Fax: 705 949-9796	Name <u>Rob Shaughnessy</u> Worker Rep (Fire)
Title _____	Signature <u>Nicole Gallant</u>	Signature <u>B</u>
Signature <u>Peter Johnson</u>		

You are required under the Occupational Health and Safety Act to post a copy of this report in a conspicuous place at the workplace and provide a copy to the health and safety representative or the job health and safety committee if any. Failure to comply with an order, decision or requirement of an inspector is an offence under Section 66 of the Occupational Health and Safety Act. You have the right to appeal any order or decision within 30 days of the date of the order issued and to request suspension of the order or decision by filing your appeal and request in writing on the appropriate forms with the Ontario Labour Relations Board, 505 University Ave., 2nd Floor, Toronto, Ontario M5G 2P1. You may also contact the Board by phone at (416) 326-7500 or 1-877-339-3335 (toll free), mail or by website at <http://www.olrb.gov.on.ca/english/homepage.htm> for more information.

Operations Division Occupational Health and Safety

Return To:
NICOLE GALLANT
OCCUPATIONAL HEALTH & SAFETY INSPECTOR
PROVINCIAL OFFENCES OFFICER
480-70 Foster Dr, Sault Ste Marie, ON P6A 6V4
SSMOLReporting@Ontario.ca
Tel: 705 945-5842
Fax: 705 949-9796

DHS Case ID: **00920KFLL038**
Visit No: **00920KTJQ371**

Visit Date : **2016-NOV-02**



Notice of Compliance

Page 1 of 1

Workplace Identification: **CORP OF THE CITY OF SAULT STE MARIE, THE - #1 MAIN FIRE HALL
72 TANCRED STREET, SAULT STE. MARIE, ON, CANADA P6A 2W1** Notice ID:

Take Notice

Orders were issued under the authority of the Occupational Health and Safety Act or Regulations made there under. A notice of compliance shall be submitted to the Ministry of Labour within three days after the Constructor or Employer believes that compliance with the Order(s) / Requirement(s) have been achieved.

Order(s) / Requirement(s) Issued:

To:	Role
CORPORATION OF THE CITY OF SAULT STE MARIE	Primary Employer

Mailing Address:

99 FOSTER DR, SAULT STE. MARIE, ON, CA P6A 5X6

Order(s) / Requirement(s) Description:

You are required to comply with the Order(s) / Requirement(s) by the Comply by Dates listed below.

No.	Type	ActReg	Year	Sec.	Sub	Clause	Compliance Details / Date	JHSC Worker Member / Comply by Worker Representative	Date:
1	Time	OHSA	1990	25	2	a	<u>DOCUMENTS</u>	<input type="checkbox"/> Agree <input checked="" type="checkbox"/> Disagree	2017-JAN-27

SUBMITTED 
(Signature)

Form completed by: _____

Joint Health and Safety Committee Member representing workers or Worker Representative agrees or disagrees that compliance has been achieved with all the Order(s) as indicated above.

Title: _____

Name: Rob Shaughnessy

For / on behalf of: _____

Signature: 

Signature: _____

Representative of the joint health and safety committee if any. Failure to comply with an order, decision or requirement of an inspector is an offence under Section 66 of the Occupational Health and Safety Act. You have the right to appeal any order or decision within 30 days of the date of the order issued and to request suspension of the order or decision by filing your appeal and request for written administrative hearing. For more information about the appeal process, contact the Board by phone at (416) 326-7500 or 1-877-339-3335 (toll free), mail or by website at <http://www.ohs.on.ca/english/homepage.htm> for more information.

January 31st, 2017

City Clerks Department
Sault Ste. Marie
99 Foster Drive, SSM

On behalf of Festivals and Events Ontario we are excited our annual conference will be taking place March 1st – 3rd, 2017 at the Quattro Hotel & Conference Centre in Sault Ste. Marie.

During the two-and-a-half days, we will have 200 festival and event professionals from across the province join us for in-depth educational sessions, the largest Special Event Marketplace in North America, numerous entertainment showcases, our annual President's Awards Gala, and Annual General Meeting in Sault Ste. Marie!

During the conference, Festival and Events Ontario will be hosting a Welcome Reception at the Bushplane Heritage Centre on March 1st, 2017.

Please be informed, we have requested a “Sale” SOP from 6 p.m. – 1 a.m. for March 1st for the Bushplane Hanger Floor – Bay 1 – Event Area and Outdoor Patio. Capacity of 150 each. Diagram attached.

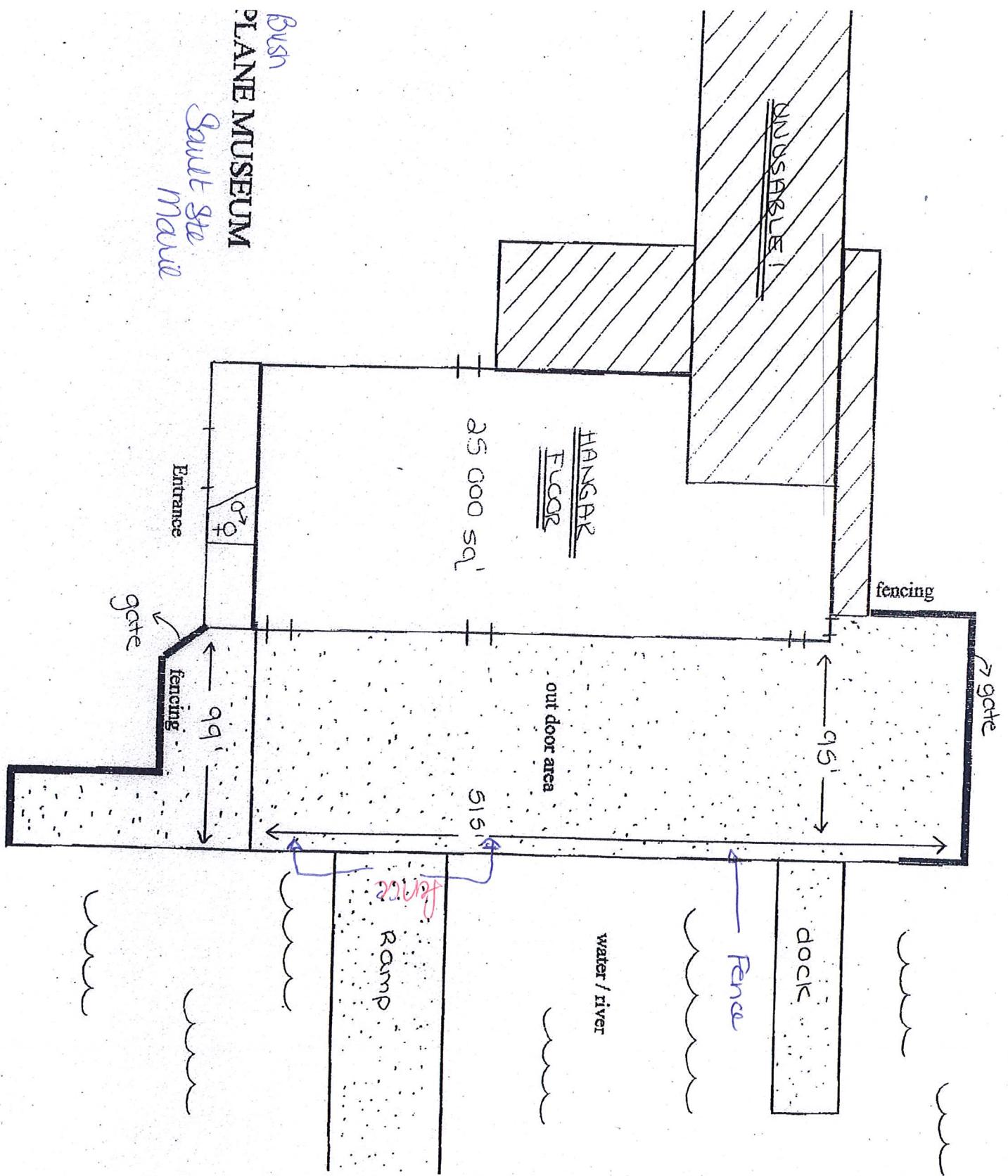
If you have any questions, or require additional details, please don't hesitate to contact our office at 519-742-2226 or Kathrin@festivalsandeventsontario.ca.

We are very excited to be taking this annual provincial event to Northern Ontario!

Yours truly,



Kathrin Delutis
Chief Executive Officer



* Fencing
 will be
 installed along
 water edge
 job dock.

Mr. Malcolm White
The Corporation of the City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie, ON P6A 5X6

Dear Mr. White:

Thank you for your recent invitation for us to attend City Council to discuss concerns regarding well water in the Point Des Chenes area.

We have previously communicated with City staff with respect to the property that the City of SSM owns. This occurred originally in 2007 when we were notified that well water at Point Des Chenes Campground was contaminated with benzene. Guests of the campground were immediately notified and all water taps were posted with "Do Not Drink" signs. Our Public Health inspectors have checked regularly to ensure signage remains in place and have worked with the campground operators to advise regarding the installation of a benzene removal system that will ensure the water will be safe to drink.

As you are aware in 2008, following the identification of the benzene in the campground water supply, APH and the Ministry of the Environment and Climate Change notified local residents and offered well water testing. Benzene was not detected in any of the residential wells, demonstrating that the contamination had not extended beyond the campground.

At this time we do not have any further information that we can share with Council and consequently do not feel that a meeting would be an efficient use of Council or APH's time.

In 2016, the Ministry of Transportation conducted further testing of wells on residential properties. These results are available and are currently being distributed. As you can appreciate we cannot at this time share these results until all property owners have been appropriately notified. If you are aware of individuals who live in that area and have concerns about their water they should be referred directly to Algoma Public Health- Environmental Health program at 705-759-5286.

Previous negative test results, no evidence of new or ongoing contamination, and preliminary analysis of results circulated to date suggest that the risk is very low.

Algoma Public Health has created, and will continue to update, a page on our website to answer questions. Information can be found at <http://www.algomapublichealth.com/inspections-environment/benzene/>

Sincerely



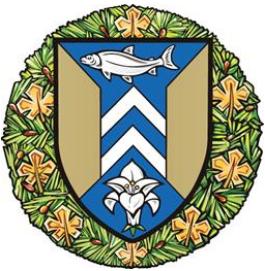
Dr. Marlene Spruyt- BSc, MD, CCFP, FCFP, MSc-PH
Medical Officer of Health/CEO

Blind River
P.O. Box 194
9B Lawton Street
Blind River, ON P0R 1B0
Tel: 705-356-2551
TF: 1 (888) 356-2551
Fax: 705-356-2494

Elliot Lake
ELNOS Building
302-31 Nova Scotia Walk
Elliot Lake, ON P5A 1Y9
Tel: 705-848-2314
TF: 1 (877) 748-2314
Fax: 705-848-1911

Sault Ste. Marie
294 Willow Avenue
Sault Ste. Marie, ON P6B 0A9
Tel: 705-942-4646
TF: 1 (866) 892-0172
Fax: 705-759-1534

Wawa
18 Ganley Street
Wawa, ON P0S 1K0
Tel: 705-856-7208
TF: 1 (888) 211-8074
Fax: 705-856-1752



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2018 Municipal Election – Ranked Ballots

PURPOSE

The purpose of this report is to provide information and a recommendation to Council concerning the use of ranked balloting for the 2018 Municipal Election.

BACKGROUND

As Council is aware, amendments to the *Municipal Elections Act* included the option for municipalities to use ranked balloting for the offices of Mayor and Councillor. A simplified example of a ranked ballot election provided by the Ministry of Municipal Affairs and Housing (MMAH) is attached to this report and outlines the process.

ANALYSIS

At this time there are very few municipalities in Ontario that are considering using ranked balloting in 2018. The key areas of concern are outlined below:

- Public Education – As seen in the attached information, the ranked ballot process would require significant public education to enable voters to complete a ballot properly. The risk of voter confusion despite a thorough education program is significant.
- Financial Implications – Use of a ranked ballot system would require vote tabulation technology and considerable IT infrastructure which would represent a significant new investment for local municipal elections.
- Lack of Precedent – Ranked balloting has not been used to date in any Canadian municipal, provincial or federal elections. It is a method of voting that has yet to be tested, both in a practical and legal sense.

For these reasons staff recommend that ranked balloting not be used for the 2018 municipal election. Staff will review any use of ranked balloting following the election and provide a further report to Council in 2019.

2018 Municipal Election

2017 02 06

Page 2.

FINANCIAL IMPLICATIONS

The recommendation to not use ranked ballot voting for the 2018 municipal election represents a significant cost avoidance for the 2018 budget.

STRATEGIC PLAN / POLICY IMPACT

This report concerns a response to legislative changes and is not directly linked to activities under the current strategic plan. The recommendation avoids significant impact to current policies concerning municipal elections.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO/City Clerk – Corporate Services dated 2017 02 06 concerning 2018 Municipal Election – Ranked Ballots be received and the recommendation not to use a ranked ballot system for the 2018 Municipal Elections be approved.

Respectfully submitted,



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



You are here > [Home](#) > [Your Ministry](#) > [Local Government](#) > [Municipal Elections](#) > [Municipal Elections Act Review](#) > Follow Your Ballot: An example of a ranked ballot election

Follow Your Ballot: An example of a ranked ballot election

[Email this page](#)

Follow a ballot and learn what happens in a single-member and multi-member ranked ballot election.

Single-member election: an election where one candidate is elected

In this election, you are being asked to vote on the kind of fruit that will be served as a snack.

Ranking the ballot

With ranked ballots you can rank your choices from your most preferred to least preferred option. You rank the choices as follows:

- Cherry 1
- Pear 2
- Strawberry 3
- Apple 4

Calculate the threshold to be elected

Thirty people voted, and only one fruit can be chosen. Sixteen votes are needed for a fruit to be elected (50 per cent of 30 votes is 15 votes, plus one makes it a majority).



Count the first choice votes

After the ballots are distributed according to first choices, the vote count looks like this:

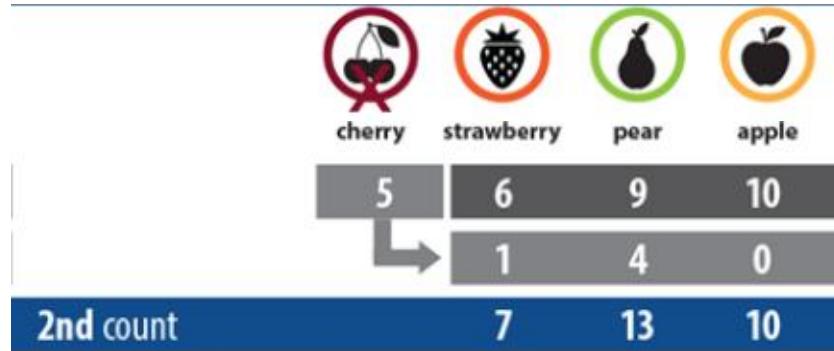


None of the fruits has received enough votes to be elected.

Eliminate the option in last place and redistribute those ballots to other candidates

Your first choice, Cherry got the fewest votes. Your ballot will now be given to your second choice, Pear. (The ballots of everyone else who voted for Cherry as their first choice will also be redistributed to their second choices).

After the 5 Cherry ballots are distributed, the new vote count is:

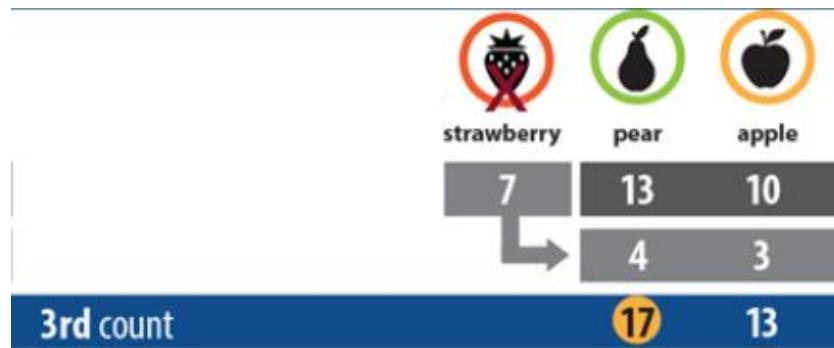


After the second round of counting, none of the fruits has received enough votes to be elected.

Drop the last place and redistribute those ballots

Strawberry now has the fewest votes. Your ballot stays with your second choice, Pear.

After the 7 Strawberry ballots are redistributed, the new vote count is:



Pear is elected with 17 votes. Even though your first choice didn't get elected, your ballot helped your second choice to win.

Multi-member Election: an election where more than one candidate is elected

In this election, you are being asked to vote on what new equipment should be installed in your neighbourhood park. Three pieces of equipment will be chosen out of a possible six.

Ranking the ballot

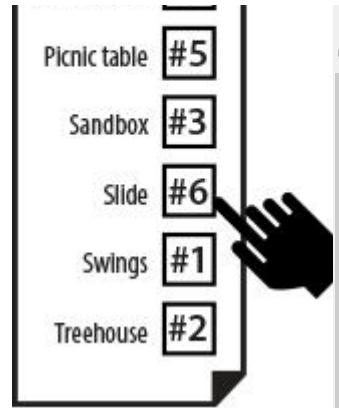
With ranked ballots you can rank your choices from your most preferred to least preferred option. You rank your choices as follows:



- Monkey bars 4
- Picnic Table 5
- Sandbox 3
- Slide 6
- Swings 1
- Treehouse 2

Calculate the threshold to be elected

In a multi-member ranked ballot election, the number of votes needed to be elected will depend on how many seats are being filled.



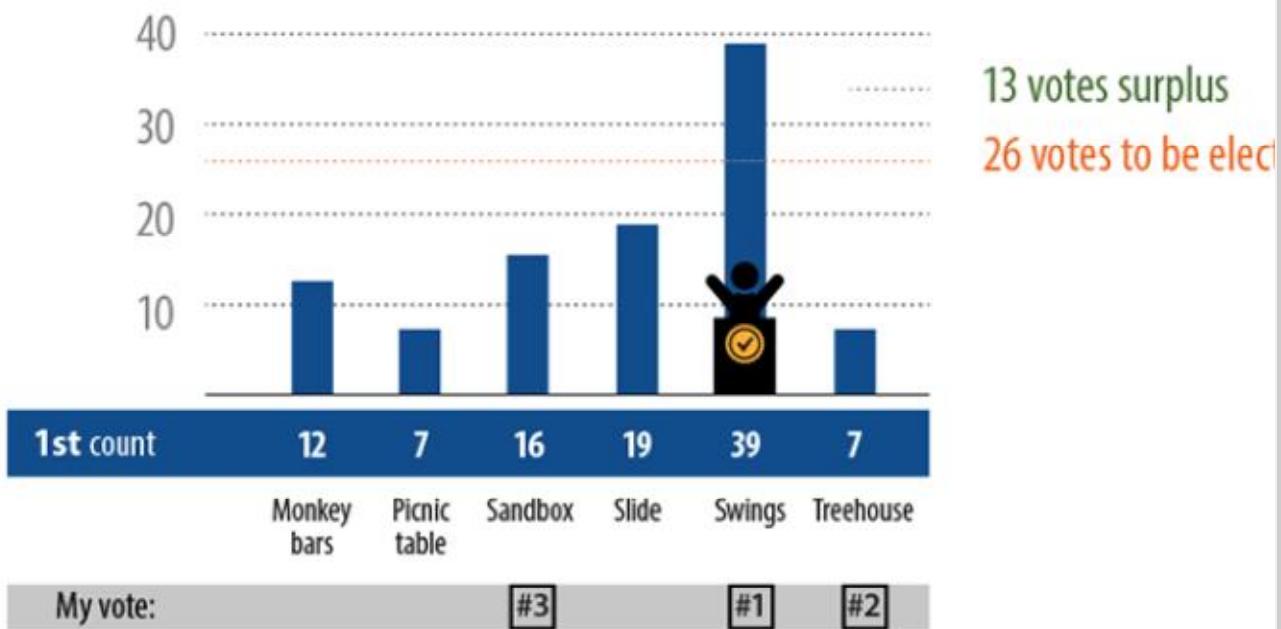
In this example, one hundred people voted, and three pieces of equipment will be chosen.

In order to be elected, a piece of playground equipment must earn twenty-six votes.

To do the math, one hundred votes divided by 4(3 pieces of equipment will be chosen, plus one is 4) is 25 votes, plus one is 26.

Count the first choice votes

After the ballots are distributed according to first choices, the vote count looks like this:



Swings has received more than 26 votes, and is declared the winner.

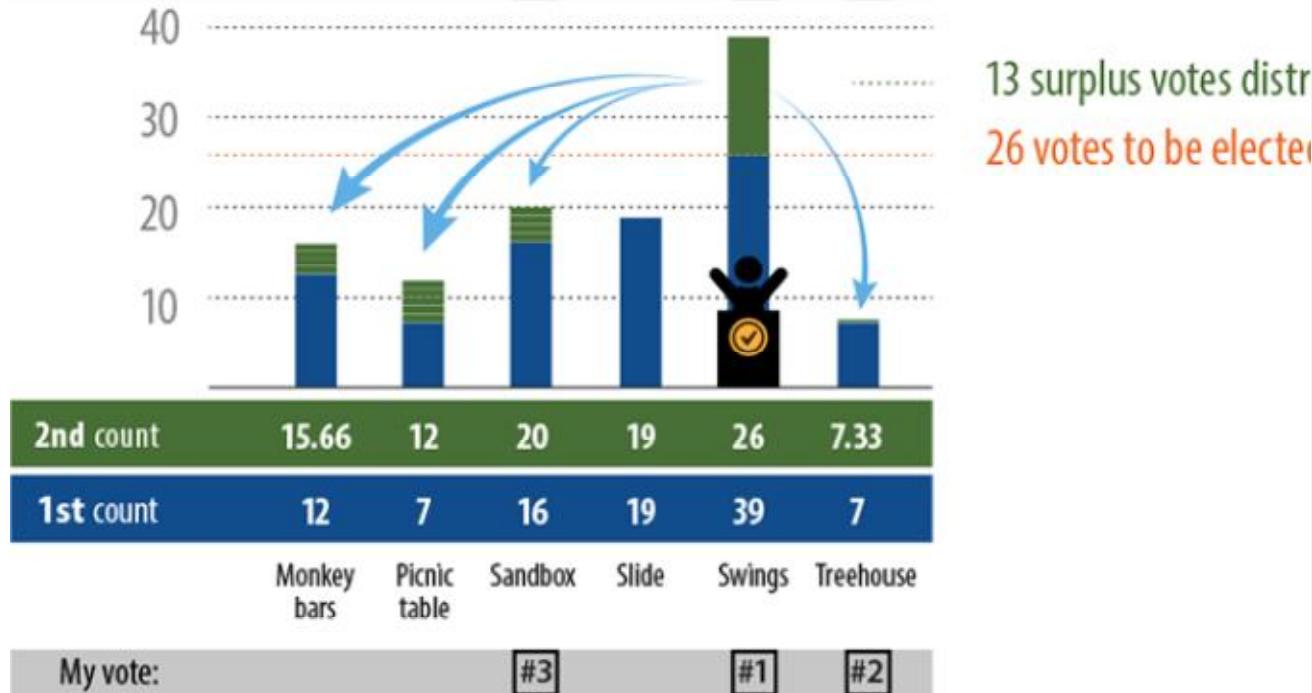
Distribute the surplus

Since the threshold is 26 votes, and Swings got 39 first choice votes, Swings got 13 more votes than is needed to be elected.

Swings has a surplus of 13 votes. Thirteen divided by 39 is one-third. This means that Swings only needed two-thirds of your vote (along with two-thirds of the vote of everyone else who had Swings as a first choice) to be elected.

The two-thirds of your vote that Swings needs to be elected will stay with Swings. The other one-third of your vote will be given to your second choice, Treehouse. Each ballot that had Swings as the first choice will give one-third of their vote to their second choice.

After the ballots are redistributed, the new vote count is:



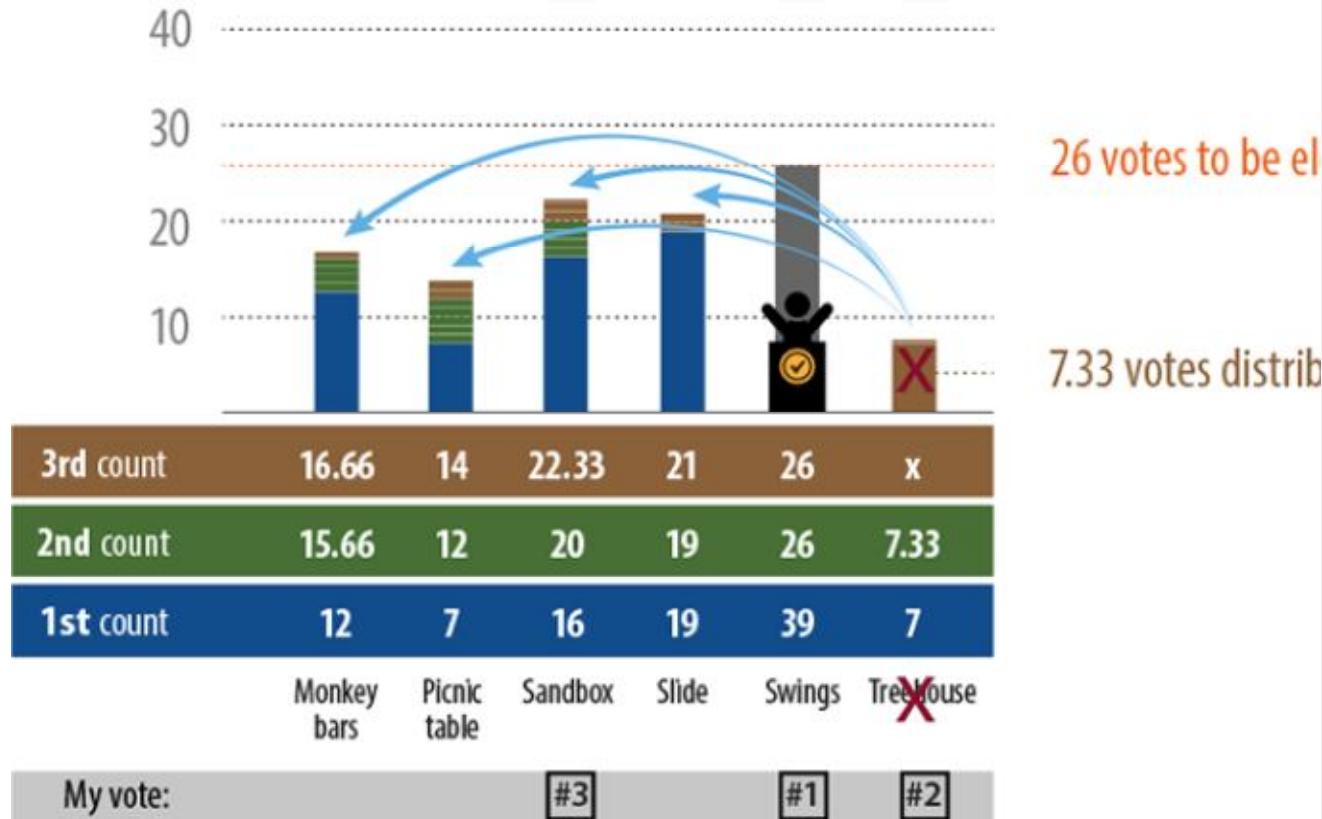
	Round 1 total	Votes added	New total
Monkey Bars	12	11 ballots worth 1/3 each: 3.66 votes	15.66
Picnic Table	7	15 ballots worth 1/3 each: 5 votes	12
Sandbox	16	12 ballots worth 1/3 each: 4 votes	20
Slide	19	0 votes	19
Swings	39	- 39 ballots worth 1/3 each: -13 votes	26 elected
Treehouse	7	1 ballots worth 1/3 each: 0.33 votes	7.33

As it turns out, yours was the only ballot of the one hundred votes that chose Swings as the first choice and Treehouse as a second choice. Treehouse's vote total increased by one-third of a vote.

Drop the last place and redistribute those ballots

Treehouse got the fewest votes, so it is eliminated. Treehouse's votes are now redistributed. Your one-third of a vote will be transferred to your third choice, Sandbox.

After the Treehouse votes are redistributed, the new vote count is:

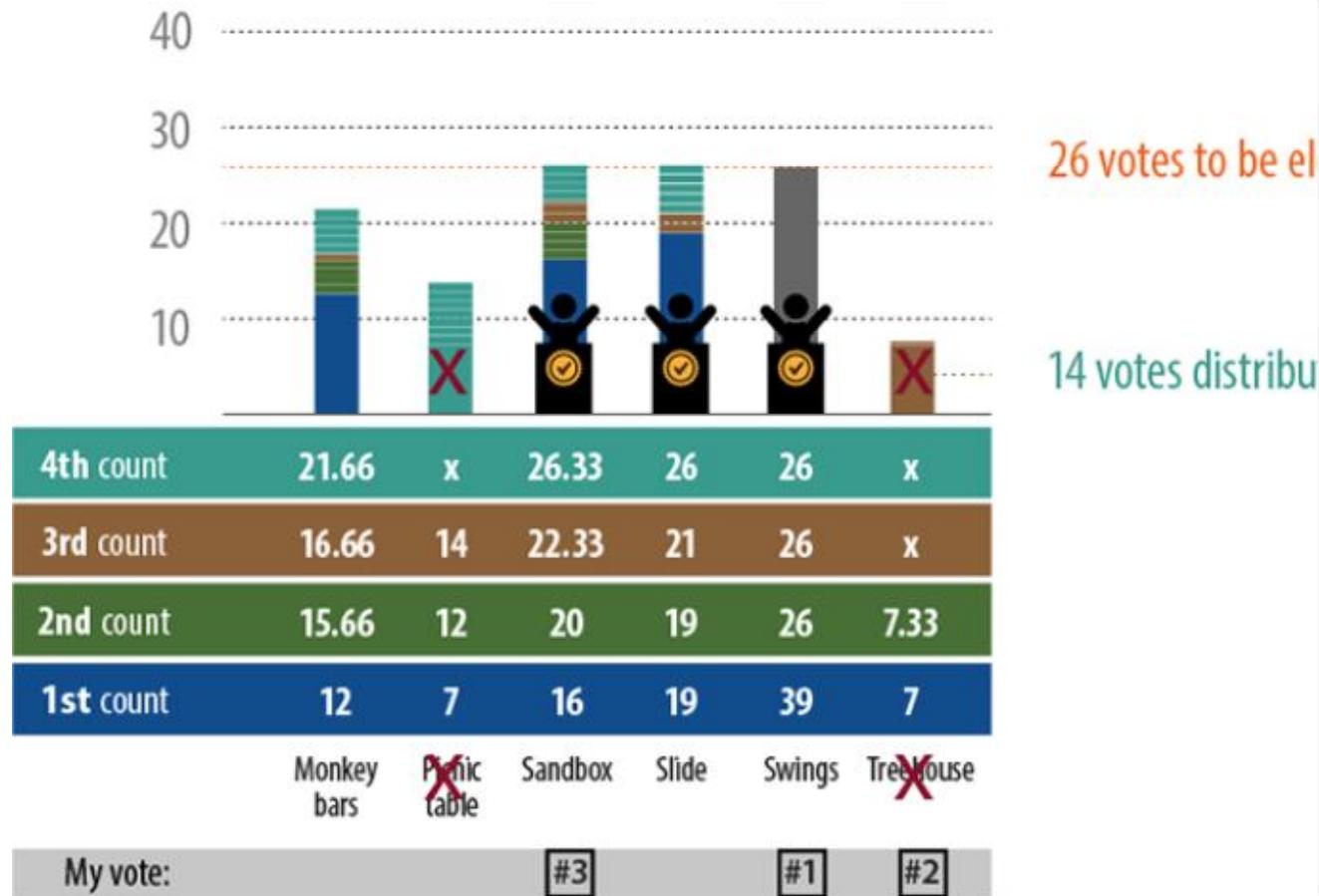


	Round 2 total	Votes added	New total
Monkey Bars	15.66	1	16.66
Picnic Table	12	2	14
Sandbox	20	2.33	22.33
Slide	19	2	21
Swings	26 elected	0	26 elected
Treehouse	7.33	-7.33 votes redistributed	0

None of the other candidates has earned the 26 votes needed to be elected.

Drop the last place and redistribute those ballots

Picnic Table has the fewest votes, so it is now eliminated. Picnic Table's votes are now redistributed according to their next choice.



	Round 3 total	Votes added	New total
Monkey Bars	16.66	5	21.66
Picnic Table	14	-14	0
Sandbox	22.33	4	26.33 elected
Slide	21	5	26 elected
Swings	26 elected	0	26 elected
Treehouse	0	0	0

Sandbox and Slide have each earned 26 votes, so they have reached the threshold to be elected.

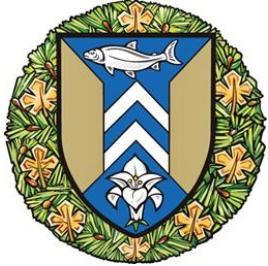
Recall that in this election, three pieces of equipment were to be elected out of a possible six. Since three candidates have reached the threshold, the counting stops.

The three winning candidates are Sandbox, Slide, and Swings.

[CONTACT-US](#) | [ACCESSIBILITY](#) | [PRIVACY](#) | [TERMS OF USE](#) | [SITE MAP](#)

COPYRIGHT © QUEEN'S PRINTER FOR ONTARIO, 2008-2016

- LAST MODIFIED:WEDNESDAY, MAY 27, 2015



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Frank Coccimiglio, Manager of Information Technology

DEPARTMENT: Corporate Services

RE: Closed Captioning

PURPOSE

The purpose of this report is to provide Council with information regarding closed captioning of City Council meetings.

BACKGROUND

The following resolution was passed by City Council on October 11, 2016:

Moved by: Councillor S. Butland

Seconded by: Councillor L. Turco

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

ANALYSIS

Real-time closed captioning is created when a captioner instantaneously transcribes the spoken word to text using specialized software and equipment. It is used to caption news, sports, governmental proceedings and other content.

Web-captioning makes streamed media accessible to the deaf and hard of hearing community.

City Council meetings are broadcast by Shaw. In order to broadcast the captioning, the City would be required to purchase the services of a third party captioner. The cost is estimated at \$150/hour.

The Shaw broadcast of City Council meetings is also streamed to Local 2 for viewing on the Internet. It is possible for the City to web-caption these webcasts. It should be noted that this solution does not address captioning for Shaw 10

Closed Captioning

2017 02 06

Page 2.

viewers; further that the Local 2 webcast is dependent upon the relationship between Local 2 and Shaw.

FINANCIAL IMPLICATIONS

The cost of closed captioning the Shaw broadcast of City Council meetings is estimated at \$12,000 to \$20,000 annually. Closed captioning of webcasts is estimated at \$12,500 to \$15,000 annually. There has been no provision made in the 2017 Budget for this item.

STRATEGIC PLAN / POLICY IMPACT

Closed captioning of City Council meetings addresses excellent customer service as well as removing barriers under the Service Delivery focus area of the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Information Technology dated 2017 02 06 regarding Closed Captioning be received as information.

Respectfully submitted,



Frank Coccimiglio
Manager of Information Technology
705.759.3030
f.coccimiglio@cityssm.on.ca



October 06, 2016

Mr. Steve Butland
40 Angelina Avenue
Sault Ste. Marie, ON
P6A 4C6

Delivered by email: s.butland@cityssm.on.ca

Dear Councillor Butland,

We thank you for your inquiry and appreciate your commitment to ensuring the full participation of Sault Ste. Marie's constituents in municipal politics through enhanced accessibility.

Fortunately, Shaw's systems are fully compatible with the technologies involved in the transmission of close-captioned signals, therefore transcribed video content may be delivered to the Shaw viewership when programming like city council meetings make it available. While Shaw does not have an in-house closed captioning service, we would be more than happy to provide assistance by facilitating the procurement of these services from a third-party.

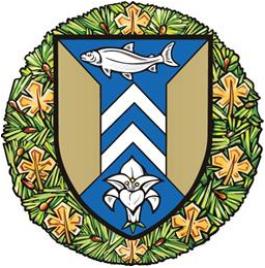
National Captioning Canada – a Calgary-based company – provides high-quality closed captioning services. Should you wish to pursue this course of action, Shaw would be available to contact NCC to initiate the process, and would make our best efforts to negotiate on your behalf a discounted rate for the closed-captioning services.

Please let us know if Sault Ste. Marie's City Council would like to seek Shaw's involvement in obtaining captioning services, and we would be happy to work together in this endeavor. Further information about NCC and its captioning services can be found at
<http://www.nathanailcaptioning.ca/>.

Should you have any questions, please do not hesitate to contact me directly at 705-541-7565.

Sincerely,

Jonathan Periard
Supervisor, Programming
Shaw Communications Inc.
23 Manitou Drive
Sault Ste. Marie, ON
T: 705-541-7565 F: 705-541-7573
E: jonathan.periard@sjrb.ca



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Ontario Regulation 284/09

PURPOSE

This report is presented in accordance with Ontario Regulation 284/09. Staff is seeking Council approval of the report as required by the Regulation.

BACKGROUND

Ontario Regulation 284/09 allows municipalities to exclude amortization expenses, post-employment benefit expenses, solid waste landfill closure and post-closure expenses from the annual budget. If municipalities do not budget for these expenses a report is to be submitted to Council with respect to the exclusions.

ANALYSIS

The effect of the excluded expenses from the City's budget is as follows:

- 1) Amortization is the asset cost allocated to the periods in which it is used. Under PSAB reporting guidelines, the City's accumulated surplus would be decreased by \$17.1 million. Asset additions, which would increase accumulated net revenue, are estimated at \$41.3 million.
- 2) The landfill closure and post closure costs are being partially funded through a reserve transfer included in the levy. Future costs will be levied as required. The City has a net reserve of approximately \$12.0 million for these expenses.
- 3) Post employment benefits are based upon an actuarial valuation. The City budget for the current year actual cost in the operating budget. These costs will fluctuate based upon the average age of city workers.

FINANCIAL IMPLICATIONS

The effect of excluding these items in the budget is an increase in the City's accumulated net revenue. The attached schedule sets out the effect of each.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer, dated February 6, 2017, concerning Ontario Regulation 284/09 be approved for the budget year 2017.

Respectfully submitted,



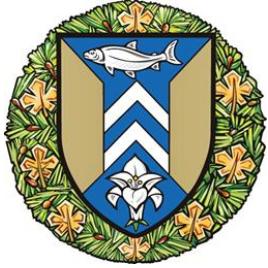
Shelley J. Schell, CPA, CA
Chief Financial Officer & Treasurer

attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Ontario Regulation 284/09: Budget Restatement
Year ended December 31, 2017

	\$(000)
Capital Assets and Amortization:	
Estimated Acquisition of Tangible Capital Assets Net of Dispositions	41,297
Amortization estimate for 2017	<u>\$ (17,078)</u>
Increase to 2017 accumulated net revenue	<u><u>24,219</u></u>
Landfill Closure/Post Closure Expenses:	
Increase to Landfill Closure Liability	\$ (290)
Reserve transfer included in budget	<u>337</u>
Increase to 2017 accumulated net revenue	<u><u>47</u></u>
Post Employment Benefits Expense:	
Decrease to 2017 accumulated net revenue	<u><u>(1,371)</u></u>
Debenture Principle Repayments	(1,358)
Net Reserve/Capital Fund Transfers	1,584
Total increase/(decrease) to accumulated net revenue	<u><u>23,121</u></u>



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Liepa, City Tax Collector

DEPARTMENT: Corporate Services

RE: Property Tax Appeals

PURPOSE

Staff is seeking Council approval of property tax appeals as required pursuant to Section 357 of the Municipal Act.

BACKGROUND

A listing of applications received for adjustment of realty taxes pursuant to Section 357 of the Municipal Act is attached to this report.

ANALYSIS

The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$15,168.74 can be accommodated within the existing budget allocation

STRATEGIC PLAN / POLICY IMPACT

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Tax Collector dated 2017 02 06 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Property Tax Appeals

2017 02 06

Page 2

Respectfully submitted,



Peter Liepa

City Tax Collector

705 759-5269

p.liepa@cityssm.on.ca

**APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 2017 02 06
PAGE: 1 of 1

2014

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
020-042-242	67 Elgin St	1644389 Ontario Inc	RT/CT A	14-034	1,041.53	3.60	1,045.13

2015

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
020-042-242	67 Elgin St	1644389 Ontario Inc	RT/CT A	15-052	998.61	7.31	1,005.92
030-085-025-01	742 Third Line E	Riverside Congregation	RT B	15-053		CONFIRMED	

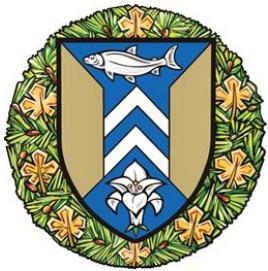
2016

010-001-081	280 Elizabeth St	City of Sault Ste Marie	CT B	16-029	10,955.79	1,515.75	12,471.54
010-020-142-01	132 Sutton Pl	Bruce Dear	RT D	16-030		CONFIRMED	
010-033-053	2016 Queen St E	Anthony Azzopardi	RT D	16-031	81.58		81.58
030-075-042	774 Second Line E	Ark Developmemts Inc	RT D	16-032	484.99	2.07	487.06
040-013-087	383 North St	Edward Charrette	RT D	16-033	77.51		77.51
				REPORT TOTAL	13,640.01	1,528.73	15,168.74

2016

- A. REALTY TAX CLASS CONVERSION
- B. BECAME EXEMPT AFTER RETURN OF ROLL
- C. RAZED BY FIRE AFTER RETURN OF ROLL

- D. DEMOLISHED AFTER RETURN OF ROLL
- E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
- F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS



The Corporation of the City of Sault Ste. Marie

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

February 6, 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/Third Line EA – Addendum

PURPOSE

The purpose of this report is to advise Council of an addendum to the environmental assessment (EA) for the Black Road and Third Line corridor between McNabb Street and the Sault Area Hospital (SAH) entrance.

BACKGROUND

Development in the northern part of the City and the relocation of the hospital has added traffic to Black Road and Third Line East. A class C EA was completed in January 2016 for improvements to this corridor between McNabb Street and the entrance to the hospital on Third Line. The components of the preferred alternative for corridor improvements were as follows:

- Widening Black Road from McNabb Street to Second Line to include two through lanes in each direction;
- Maintain a single through lane in each direction and widen Black Road and Third Line road platforms from Second Line to Third Line and from Black Road to a point east of the SAH entrance respectively;
- Include road base/subbase and drainage improvements along Black Road from Second Line to Third Line and along Third Line from Black Road to a point east of the SAH entrance; and,
- Forgo any servicing extensions at this time

In accordance with the EA process, a Notice of Completion was published identifying the preferred alternative.

ANALYSIS

Since the completion of the study, the project report has been modified at the request of the Ministry of the Environment and Climate Change (MOECC). It now includes additional details and clarifications related to Aboriginal and Agency consultation, and impact assessment. Although additional details have been

added to the report, the proposed project has not changed. Staff has recently been advised that MOECC is satisfied with the amended report.

In accordance with the EA process, a Notice of Filing of Addendum will be published identifying the preferred alternative and the changes to the project report. There is a 30 day period after publication during which an individual or agency can submit a request for a Part II Order to the Province for a full environmental assessment. If no such request is received, the City may proceed with the project when the funds are in place.

FINANCIAL IMPLICATIONS

The funding for this EA has been provided by previous capital budgets and if no significant issues arise during the 30 day notice period, then no additional impact is anticipated for final completion of the EA.

STRATEGIC PLAN / POLICY IMPACT

This project is linked to the construction of new infrastructure component of the strategic plan.

RECOMMENDATION

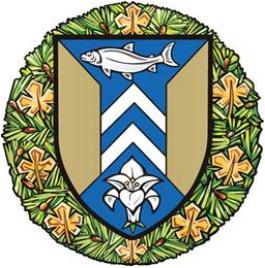
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2017 02 06 concerning the Black Road/Third Line EA Addendum be received as information.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Innovation Centre Lease – Civic Centre

PURPOSE

The purpose of this report is to obtain Council authorization of a by-law to execute a lease with the Innovation Centre for office space on the sixth floor of the Civic Centre.

BACKGROUND

The sixth floor of the Civic Centre has been vacant since Algoma Public Health moved into its new building in 2011. An opportunity has arisen to lease approximately two-thirds of the sixth floor to the Innovation Centre.

ANALYSIS

A mutually agreeable lease has been negotiated and is recommended to Council. The lease is for a five year term beginning April 1, 2017, with the option to extend.

FINANCIAL IMPLICATIONS

There is no impact to the budget, as rent payment will offset costs the City will incur for custodial and maintenance requirements.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-32 appears elsewhere on the Agenda and is recommended for approval.

Innovation Centre Lease – Civic Centre

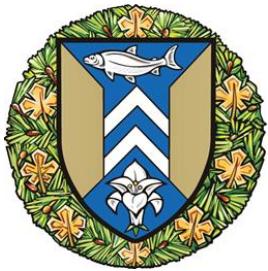
2017 02 06

Page 2.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager Recreation & Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Steelton Seniors Centre Relocation to the Northern Community Centre

PURPOSE

The purpose of this report is to provide Council's with an update on the Steelton Seniors Centre relocation plan to the Northern Community Centre and approve the transfer of funds from two Steelton Senior Centre project accounts to assist with the capital upgrades required.

BACKGROUND

At the October 24, 2016 meeting of City Council the following resolution was passed:

“Resolved that the report of the Manager of Recreation and Culture dated 2016 10 24 concerning the Library Community Plan/Steelton Seniors' Centre be received and Council authorize the moving of the Steelton Seniors' Centre to the Northern Community Centre.”

City Staff have met with Library staff on six occasions to discuss the operating model, space allocation and responsibilities.

Furthermore, the Supervisor of Senior Services formed a working group comprised of 4 adults from the Steelton Seniors Centre. The group was formed to provide feedback and ensure programming and operational requirements were addressed. The working group has met 6 times and has also toured the Northern Community Centre.

ANALYSIS

Since October 2016 the Recreation and Culture Division have been working with Library staff and the Steelton Seniors Working Group to develop a new operating model. The information provided in this report provides an overview for how the

Steelton Seniors Centre Relocation to the Northern Community Centre

Page 2.

space will be shared. Furthermore, the analysis provides an outline for 55+ recreation programming, staffing, hours of operation and the transition timeline.

Programming

Currently, the Steelton Seniors Centre delivers programs to adults 55 and over. Programs offered include active living, fitness classes, leisure activities, arts & crafts, social events and educational programs. In 2016, the centre offered 205 programs and recorded 44,776 participant hours.

The move to the Northern Community Centre will have minimal impact on the recreation programs currently provided for adults 55 and over. The turf provides a large space which will allow for additional recreation programming opportunities. Furthermore, the courts and green space that are adjacent to the facility will allow for outdoor programs.

Space Allocation

Both the Library and the City will have areas which are dedicated to support the services and programs each provide. The main entrance will provide a common area to access the facility. The front service counter and office will be shared by both Library and City staff. There will also be a transitional space which will have tables and chairs to accommodate a variety of needs and serve all members of the community who access the facility.

A colour coded floor plan has been developed and is attached to this report for Council's reference (*Appendix A*). The table below outlines the space and the square footage.

Colour		Total Square Footage
	City Programming Spaces (does not include storage areas)	3,244
Blue	- Turf Space (Available for Programming)	40,000
Red	Library Services Collection	1,101
Yellow	Common Areas (square footage does not include hallway)	1,164
Green	Shared Office Space	834

In order to delineate the space a glass privacy wall will be installed. The design of this wall was selected to ensure it was cohesive with the original design of the space. A large sliding glass door will provide an entrance to the new programming space which will be utilized by the City. Please see Appendix B to view a concept drawing of the privacy wall. The bottom portion of the glass would be frosted, while the top transom would remain clear to ensure the space still feels open.

The Essar Room will be used as a programming space by the City. City staff will work with the Library to accommodate the programs currently offered such as:

Steelton Seniors Centre Relocation to the Northern Community Centre
Page 3.

Thursday Teen Events, Monthly Gadget Corner, Family Saturday Morning Story and Craft Hour, Thursday Toddler Time. City staff will be responsible for booking the Essar Community Room to members of the public for meetings, birthday parties or other events. We anticipate an increase in bookings due to an increase in the evening and weekend availability.

Staffing

Position	Number of Staff (1.82 FTE)
Recreation Programmer	1.0 FTE
Supervisor of Senior Services	0.3 FTE (Is allocated to the Steelton site)
Part-time	0.52 FTE (950 hours annually or 18 hours per week)
Summer Student	2 students for 13 weeks

The Steelton Seniors Centre also utilizes volunteers to help facilitate programs and instructors are contracted to teach some specialized programs. In 2016, over 92 people volunteered helping teach craft classes, facilitated recreation programs and educational classes, prepared food for events, assisted with event set-up and entertainment.

Hours of Operation

HOURS of Operation	39.5 hours per week (51 weeks)
Monday	10am - 5pm
Tuesday	10am - 5pm
Wednesday	10am - 5pm / 6:30 – 9:30pm
Thursday	10am - 5pm
Friday	10am - 5pm
Saturday	closed
Sunday	closed

(Note: Other evening and weekend bookings are available by request. Closed Statutory Holidays). In 2016 the centre operated for 246 days, and on 58 days additional evening or weekend programming occurred.

Transition Timeline

The Library would begin their transition so that the spaces being utilized by the City for programming would be cleared by June 30th, 2017. Once the space is cleared the glass dividing wall would be installed. During the summer months, participation at the Steelton Seniors Centre drops. Three weeks would be set aside in July to begin the move to the Northern Community Centre Location. During this time participants would be encouraged to attend programs at the

Steelton Seniors Centre Relocation to the Northern Community Centre

Page 4.

Seniors Drop-In Centre. Our goal would be to begin programming at the new centre after the long weekend in August.

Capital and Relocation Costs

The relocation of the Steelton Seniors Centre to the Northern Community Centre would result in savings to the annual operating budget for utilities and maintenance once the City has sold the Steelton Seniors Centre property located at 235 Wellington St. West.

Furthermore, as identified in the October 24, 2016 report the City would also be saving over \$1.25 million in future capital costs over the next 20 years for items identified in the Asset Management Facility Condition Assessment report.

Relocating the Steelton Seniors Centre to the Northern Community Centre will require funds to support the capital and relocation expenses. The costs associated with the move are detailed below.

Capital

The relocation will require modifications to some of the existing spaces. As outlined in the analysis a glass privacy wall would be added to the space to create an additional programming area. Furthermore, the canteen space which is currently not utilized would require some plumbing and electrical upgrades to accommodate the stove, fridges, dishwasher and a larger 3 compartment sink would be installed to complete the kitchen space.

Steelton Capital Upgrades	
Item	Estimate
Kitchen Upgrades	
- Plumbing and electrical	\$ 1,800
- 3 Sink station and plumbing	\$ 800
- Janitors floor sink	\$ 2,000
Privacy Wall (supply and install)	\$ 17,000
Building Permit	\$ 200
Storage /Office requirements/Seating	\$ 6,400
Total	\$ 28,200

Relocation Expenses

In addition to the capital upgrades there will be costs associated with the relocation. These costs include IT requirements, phone, signage and moving costs are estimated at approximately \$5,300.

FINANCIAL IMPLICATIONS

In previous years the Steelton Seniors Centre undertook 2 capital projects; a roof replacement and Steelton parking lot upgrades. These projects were completed in 2016 with approved funding of \$18,600 remaining. These funds could be

Steelton Seniors Centre Relocation to the Northern Community Centre
Page 5.

redirected and utilized to offset the capital upgrades required to relocate to the Northern Community Centre.

The remaining items would be funded out of operations.

STRATEGIC PLAN / POLICY IMPACT

This item is not specifically identified in the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated February 6, 2017 concerning the Steelton Seniors Centre relocation plan be received as information and Council approve the funding transfer in the amount of \$18,600 from the Steelton Roof and the Steelton Parking Lot projects to support the capital upgrades.

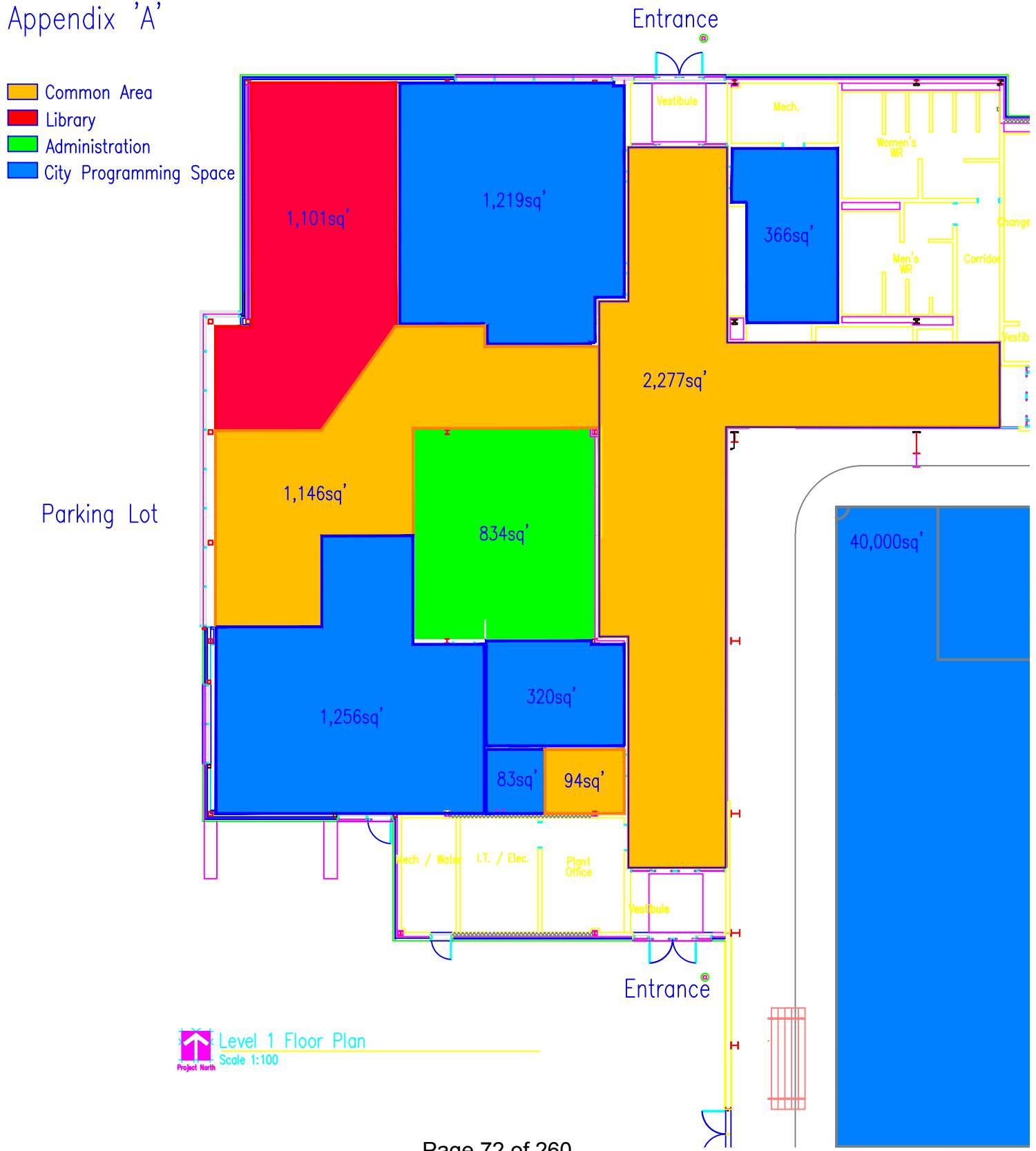
Respectfully submitted,



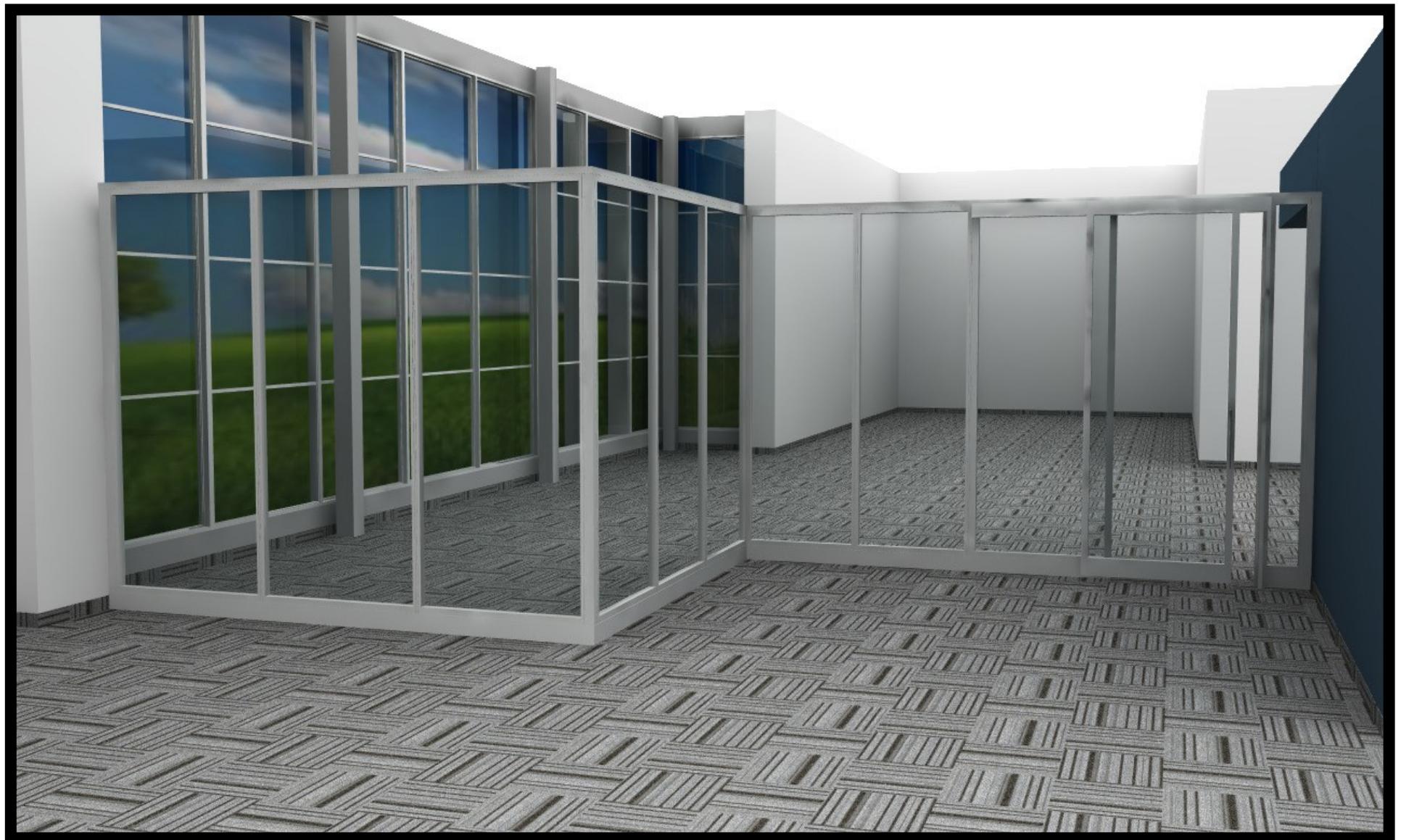
Virginia McLeod
Manager Recreation & Culture
705.759.5310
v.mcleod@cityssm.on.ca

Attachment

Appendix 'A'



Appendix B—Concept Drawing of Privacy Wall





"One stop....endless possibilities"

TO: MAYOR CHRISTIAN PROVENZANO AND MEMBERS OF CITY COUNCIL
FROM: ROXANNE TOTH-RISSANEN, CEO/DIRECTOR OF PUBLIC LIBRARIES
SUBJECT: SAULT STE. MARIE PUBLIC LIBRARY AND STEELTON SENIORS CENTRE PARTNERSHIP
DATE: FEBRUARY 6, 2017

PURPOSE OF REPORT

The purpose of this report is to provide City Council with information concerning the partnership at the Northern Community Centre between the Sault Ste. Marie Public Library and the Steelton Seniors Centre. It also provides statistics regarding usage, supporting the valuable service provided to the community. In addition, it identifies some concerns regarding the efficient use of square footage currently occupied by Korah Branch Library.

BACKGROUND

On October 24, 2016 the Sault Ste. Marie Public Library Board presented an in depth report to Council with recommendations concerning Library services within the community. The Library's report was followed with a report from the Manager of Recreation and Culture on moving the Steelton Seniors Centre to the Northern Community Centre and specifically to share space with the Korah Branch Library. Following both reports, Council discussed and requested a report to be prepared detailing this partnership. Information requested included how the Sault Ste. Marie Public Library Korah Branch location would operate and what Library services would be available.

ANALYSIS

Following meetings between Library staff and the Deputy CAO – Community Development and Enterprise Services and Manager of Recreation and Culture and taking into careful consideration the spatial requirements for both organizations the Library Board has developed timelines for the continued delivery of valuable Library services and collections. The changes to collection locations will be completed by June 2017 to allow for the space required by the Steelton Seniors Centre. Both organizations are also working on developing an agreement to detail the standard operating procedures and each of our roles and responsibilities with regards to the shared space.

HOURS OF OPERATION

	Hours of Operation during School Year 43 hours per week	Hours of Operation during July and August 33 hours per week
Monday	1:00 pm – 8:00 pm	1:00 pm – 8:00 pm
Tuesday	1:00 pm – 8:00 pm	1:00 pm – 8:00 pm
Wednesday	1:00 pm – 8:00 pm	1:00 pm – 8:00 pm
Thursday	10:00 am – 6:00 pm	10:00 am – 6:00 pm
Friday	1:00 pm – 6:00 pm	1:00 pm – 6:00 pm
Saturday	10:00 am – 5:00 pm	Closed
Sunday	2:00 pm – 5:00 pm	Closed

SPACE ALLOCATION

During discussions between Library staff and the Deputy CAO and Manager of Recreation and Culture the need for physical division between the Korah Branch Library and the Steelton Seniors Centre was presented. Library staff and Board expressed concern over this. Currently the Korah Branch Library encompasses 6,000 square feet of space within the Northern Community Centre. With the realization of the partnership with the Steelton Seniors Centre the Library will be reduced to just over 1,100 square feet for collections and share 3,282 square feet for common area and programming space. The concern from the Library's standpoint is in regard to the physical division proposed with the glass partition that will essentially render 1,576 square feet of valuable space unavailable to the public for 10 hours per week or 440 hours per year. The funding provided by the City of Sault Ste. Marie with funding agencies providing for an accessible Library space in an underserviced area of the city and community fundraising efforts of the Sault Ste. Marie Public Library enabled the Sault Ste. Marie Public Library Board to furnish the Korah Branch Library space in a cohesive, inviting and progressive environment, encouraging members of our community to meet friends, gather, talk, learn from each other, utilize computers and read. The Library Board and staff recommend that the space be left open and barrier free as there is great value for both the Library and the Steelton Seniors Centre in maintaining one open and inviting community location.

LIBRARY SERVICES AND PROGRAMMING

In 2016 the Korah Branch Library had 2,254 active library card holders, 65,150 visits and 24,645 items checked out. There were a total of 154 programs for the 1,546 Children, Teens, Adults and Seniors. This is a 7% increase in attendance from 2015.-The Sault Ste. Marie Public Library Board will continue to offer access to Library materials contained within the Korah Branch Library as well as collections at other Library locations through courier services. Additional services will include Inter Library Loan, Readers Advisory, Intergenerational programming and free community space. All of these services will continue to be available with or without a Library card.

STAFFING

The Korah Branch Library staff complement includes 2 full-time staff and 6 part-time staff (3 Library Clerks and 3 Adult Pages). Anticipated savings during the first six months of operation are estimated at \$31,586.95. Additional savings of \$55,000.00 may be realized with the loss of one full-time staff member due to retirement.

FINANCIAL IMPLICATIONS

REVENUE FOR KORAH BRANCH	2016	2017	\$ Change
Library Fines	\$2,300.00	\$2,300.00	\$0
Library Bag Sales	\$25.00	\$50.00	\$25.00
Book Sales	\$155.00	\$155.00	\$0
Photocopy Sales	\$875.00	\$875.00	\$0
Program Room Rentals	\$250.00	\$0	(\$250.00)
Total	\$3,605.00	\$3,380.00	(\$225.00)

EXPENDITURES FOR KORAH BRANCH	2016	2017	\$ Change
Salaries	\$185,500.00	\$150,000.00	(\$35,500.00)
Benefits	\$37,040.00	\$37,780.80	\$740.80
Library Materials *	\$22,428.00	\$22,428.00	\$0
Office Expenses	\$2,170.00	\$2,224.25	\$54.25
Operating Expenses	\$15,382.00	\$16,000.00	\$618.00
Equipment Purchases	\$0	\$2,500.00	\$2,500.00
Total	\$262,520.00	\$230,933.05	(\$31,586.95)

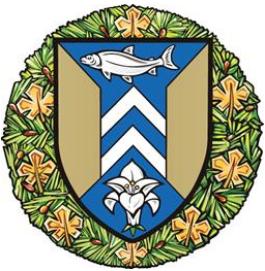
*The unchanged budget amount for Library Materials is intended to be used to provide additional electronic and digital resources.

CONCLUSION

The Sault Ste. Marie Public Library serves as a meeting and gathering space, an equalizer and a place of lifelong learning for all people. In the spirit of true collaboration and cooperation the Sault Ste. Marie Public Library seeks to develop a successful partnership with the Steelton Seniors Centre keeping the needs of the community both organizations serve foremost in mind. The open and inviting space with the resources both organizations provide is of great value to every citizen of our city.

Respectfully submitted,

Roxanne Toth-Rissanen, CEO/Director of Public Libraries



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don McConnell, MCIP RPP, Director of Planning & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Traffic Operations Study – Second Line East

PURPOSE

The purpose of this report is to obtain City Council approval to reallocate previously approved funding in order to undertake a Traffic Operations Study for the area along Second Line East between Great Northern Road and Pine Street; and the section of Great Northern Road north of Second Line. This would include a detailed review of the Second Line East and Old Garden River Road intersection.

BACKGROUND

The City has received complaints about the difficulty of making left turns from Old Garden River Road and the Walmart entrance onto Second Line. In addition, increasing commercial development in this area is putting pressure on the demand for new traffic signals in close proximity to one another, particularly on Great Northern Road.

ANALYSIS

The proposed study will include an analysis of the Second Line and Old Garden River Road intersection with consideration for a potential left turn lane signal on Old Garden River Road, reconfiguration of the intersection including a dedicated left turn lane on Old Garden River Road and signal timing modifications.

The study will also look at the possibility of traffic signals at the Walmart entrance to assist left turning traffic and recommended access locations and controls for future development along both Second Line and Great Northern Road.

As part of this work, a public information session will be held with notice given by direct mailings to interested parties in addition to a general notice.

This recommendation has been prepared in consultation with the Director of Engineering Services and the Director of Public Works.

FINANCIAL IMPLICATIONS

There is sufficient funding available to cover this cost. As part of the 2015 budget, City Council approved \$30,000 for official plan consultation from the Engineering Equipment Reserve. An additional \$250,000 was approved in the 2017 budget for a new Official Plan, thus the previous amount can be redirected.

STRATEGIC PLAN / POLICY IMPACT

Approval of this request is consistent with the infrastructure strategic focus of the City's new Corporate Strategic Plan.

RECOMMENDATION

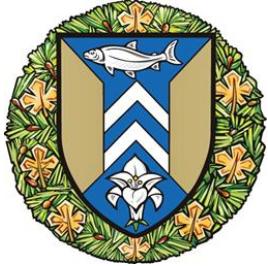
It is therefore recommended that Council take the following action:

Resolved that the Report of the Director of Planning and Enterprise Services dated 2016 02 06 be received, and that \$30,000 from the Engineering Equipment Reserve previously approved for official plan consultation be redirected to the Second Line traffic operations study.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Insurance Renewal

PURPOSE

The purpose of this report is to recommend to Council the renewal of the City's Insurance Program with Jardine Lloyd Thompson Canada Inc. ("JLT") for the period of February 28, 2017 to February 28, 2018.

BACKGROUND

In February 2015, JLT committed to maintaining the premium for the City at a rate of One Million, Three Hundred Thousand (\$1,300,000.00) Dollars provided that there were no material changes to the claims sustained by the City. For the period February 2016 to February 2017, JLT met this commitment and the premium paid by the City was One Million, Three Hundred and Three Thousand, Nine Hundred and Sixty-Two (\$1,303,962.00) Dollars.

Following significant negotiations between the Legal Department and JLT, the Legal Department is now in receipt of JLT's Municipal Insurance Program Proposal for the City ("Premium Quote"), which establishes the premium payable for the period of February 28, 2017 to February 28, 2018 as One Million, Two Hundred and Ninety Thousand, Nine Hundred and Twenty-Two (\$1,290,922.00) Dollars. This represents a decrease of approximately 1% in the total cost of the City's insurance with all coverages and deductibles remaining the same.

Legal Staff further requested that JLT quote the premium payable based on varying deductible levels for review and consideration. Presently, the City's liability deductible is \$75,000.00, the auto deductible is \$10,000.00 and the property deductible is \$25,000.00. JLT has advised that the City would realize the following further savings on the City's premium as quoted above:

- (a) if the City's liability deductible was increased to \$100,000.00, the City would save a further \$82,442.00;

- (b) if the City's auto deductible was increased to \$25,000.00, the City would save a further \$28,911.00 for auto and transit fleet; and
- (c) if the City's property deductible was increased to \$50,000.00, the City would save a further \$11,473.00.

Collectively, if the deductibles were increased as set out above, the premium payable would be reduced by the further sum of \$122,826.00, resulting in a total premium payable by the City of \$1,168,096.00.

ATTACHMENT

Attached as Schedule "A" is the Acceptance of Municipal Insurance Program Proposal. Attached as Schedule "B" is the Premium Quote.

ANALYSIS

JLT has met its commitment to provide both the premium and the deductible levels up to 2018. Legal Staff further completed an analysis of the claims history for the period of January 2014 to October 2016 to determine whether or not increasing the liability, auto and/or property deductibles was a recommended course of action. The results are set out below:

Liability Claims

The current deductible for liability claims is \$100,000.00. From January 2014 to October 2016 the City received 484 liability claims. The majority of the claims were settled without any payment to the claimant. Only a handful of claims exceeded the deductible and in those instances, the claims well exceeded the deductible. Because the majority of liability claims fall well below the deductible and because significant claims are rare and generally exceed \$100,000.00 it is recommended that the deductible for liability claims be changed from \$75,000.00 to \$100,000.00. This change will result in a savings of \$82,442.00.

Auto Claims

The current deductible for auto claims is \$10,000.00. From January 2014 to October 2016 the City received 34 auto claims. Again, the majority of claims were settled with no payment or a nominal payment to the claimant. Only 3 claims resulted in payments in excess of \$10,000.00. For the above cited reasons it is recommended that the deductible for auto claims be changed from \$10,000.00 to \$25,000.00. This change will result in a savings of \$28,911.00.

Property Claims

The current deductible for property claims is \$25,000.00. From January 2014 to October 2016 the City received only one property claim. It was resolved in an amount well below the deductible. In accordance with the aforementioned reasons it is recommended that the deductible for property claims be changed from \$25,000.00 to \$50,000.00. This will result in a savings of \$11,473.00.

Insurance Renewal

2017 02 06

Page 3.

The claims history analysis confirms that the risk associated with increasing the liability, auto and property deductibles is low, and the resultant savings to the City could then be realized.

FINANCIAL IMPLICATIONS

Insurance is a necessity. The financial impact is actually lower than predicted. Specifically, if Council approves the Premium Quote without any change in the deductibles, the City would save 1% on the total insurance premium predicted. In the event that Council approves the Premium Quote along with the recommended increased deductibles, the City would save approximately over 10% on the total insurance premium predicted.

STRATEGIC PLAN / POLICY IMPACT

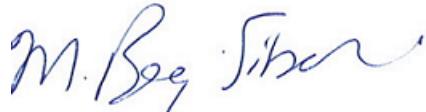
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That Council accepts the proposal of Jardine Lloyd Thompson Canada Inc., along with an increase in the liability deductible from \$75,000.00 to \$100,000.00, auto deductible from \$10,000.00 to \$25,000.00 and property deductible from \$25,000.00 to \$50,000.00. Furthermore, that Council direct the Legal Department to bring forward the appropriate by-law to authorize the execution of the Acceptance of Municipal Insurance Program Proposal for the period of February 2017 to February 2018 at a later date.

Respectfully Submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel & Acting City Solicitor

MBS/da
Attachment

LEGAL\STAFF\COUNCIL REPORTS\2017\INS3- INSURANCE RENEWAL - JARDINE.DOCX

Schedule "A"



ACCEPTANCE OF MUNICIPAL INSURANCE PROGRAM PROPOSAL

To: Jardine Lloyd Thompson Canada
Public Sector Division
Suite 800, 55 University Avenue
Toronto, Ontario M5J 2H7
Telephone: 416-941-9551 or Toll Free 1-800-268-9189
Fax: 416-941-9323

Policy Term
(mm/dd/yy): February 28, 2017 to February 28, 2018

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

Signed on Behalf of Corporation of the City of Sault Ste Marie

Authorized Signature

CHRISTIAN PROVENZANO - MAYOR

Please print the name of the person signing above

February 6, 2017

Date

Authorized Signature

MALCOLM WHITE - CITY CLERK

Please print the name of the person signing above

February 6, 2017

Date

Schedule "B"



Jardine Lloyd Thompson Canada Inc.

Municipal Insurance Program Quotation

This summary page and attached pages outlining the coverage, terms and conditions constitute your quotation for insurance coverage. This quotation is based on the risk information submitted by you, the Broker, on behalf of your client, the Named Insured. The terms and conditions quoted may not be exactly as requested in your submission or application and should be reviewed carefully.

JLT Canada Inc. is not responsible for the collection and payment of any applicable taxes that are not specified in this quotation nor for the filing of any regulatory forms or documents. These functions are solely the responsibility of the Broker.

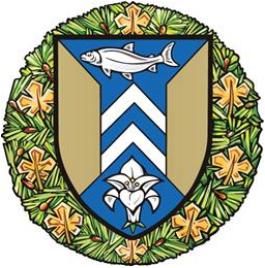
BROKER:	Algoma Insurance Brokers
NAMED INSURED:	Corporation of the City of Sault Ste Marie
POLICY PERIOD:	February 28, 2017 to February 28, 2018 12:01 a.m. Standard Time at the Mailing and/or Notification Address of the Named Insured
TOTAL PREMIUM FOR QUOTATION:	\$1,290,922
COMMISSION PAYABLE TO BROKER:	As per agreement with JLT at reduced Commission of 1.8% on Municipal Liability
PAYMENT TERMS:	Premiums are due and payable to JLT Canada in full within 30 days of binding or the effective date of cover, whichever is later

THIS QUOTATION IS ONLY VALID UNTIL FEBRUARY 28, 2017

Date of Issue: revised January 25, 2017
Contact Person: Jenifer Fox
Direct phone line: 416-628-2138
E-mail address: jfox@jltcanada.com

Certain portions of this quotation of cover have been provided by JLT acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. JLT Canada is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where JLT does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by JLT Canada from the Insurer.

This quotation confers no rights upon the Broker to bind coverage as quoted. Coverage is not bound and in effect until written confirmation of binding is received from JLT Canada Inc.



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: Strathclair Park – Lighting for Slo-pitch Field A – CIP 150 Funding Agreement

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with Industry Canada under its Community Infrastructure Program150 funding for the Strathclair Lighting project.

BACKGROUND

This project was initiated in order to deal with two issues concerning Slo-pitch. The first issue is the growing enrolment in adult slo-pitch. Over the past seven to ten years Slo-pitch numbers have been increasing. There are not enough fields at the Strathclair complex to accommodate the program and therefore the league has been using other facilities for their games, specifically the North Street and the Elliot Park complexes. It is very difficult to find volunteers and umpires to run the Slo-pitch program at multiple facilities. Having a lighted field at the Strathclair complex would allow the league to accommodate all of the games at one complex without increasing the number of volunteers or umpires. The second issue is the hosting of major tournaments. Having at least one field that has lights increases the opportunities available to host major Slo-pitch tournaments.

In April 2009, Council approved \$90,000 for this project. The amount was based upon preliminary information.

In May 2009, a consulting engineer was engaged to review the project. As a result of their more detailed review the estimated cost for the project was revised to \$250,000.

At the 2014 budget meeting, Council approved a further \$100,000 towards this project.

Strathclair Park - Lighting for Slo-pitch Field A - CIP 150 Funding Agreement

2016 02 06

Page 2.

The Sault Ste. Marie Slo-pitch League and private donations received to date provide an additional \$33,361 in funding. A summary of funding for this project to date is outlined below:

2009 allocation from 5% subdividers reserve fund	\$ 55,000.
2009 capital from current allocation	\$ 35,000.
2014 allocation from 5% subdividers reserve fund	\$100,000
Strathclair concession profits in reserve	\$ 40,000.
User group contributions and donations	\$ 33,361
Total	\$263,361

The project was tendered in 2015 and came in over budget.

Staff provided an update to City Council on May 11, 2015. The project was put on hold and staff was asked to research funding from the seniors levels of government. In July of 2015 the City of Sault Ste. Marie submitted a grant application to the Canada 150 Community Infrastructure Program (CIP).

ANALYSIS

The City has received notification that it has been approved for an additional \$100,000 in funding through the Canada 150 Community Infrastructure Program (CIP). In total this provides \$363,361 for the project. Once the grant agreement is signed the tendering process will follow.

FINANCIAL IMPLICATIONS

Results of the tenders will be brought back to City Council at a later date.

STRATEGIC PLAN / POLICY IMPACT

This matter is referenced in the Corporate Strategic Plans, Focus Areas: Infrastructure and Quality of Life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 02 06 concerning Strathclair Park – Lighting for Slo-pitch Field A - CIP 150 Funding agreement be received and Council authorize staff to enter into an agreement with Industry Canada for CIP 150 funding in the amount of \$100,000 for the Strathclair Lighting project.

“The relevant By-law 2017-34 appears elsewhere on the agenda and is recommended for approval.”

Strathclair Park - Lighting for Slo-pitch Field A - CIP 150 Funding Agreement

2016 02 06

Page 3.

Respectfully submitted,

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



The Corporation of the City of Sault Ste. Marie

Travel Request Form Elected Officials and Board/Committee Members

Name of Person(s) Christian Provenzano
Name of Function Meetings - Queens Park
Date of Function - from February 21st, 2017
Number of Days on Trip _____
Date February 6, 2017
Department Mayor
Location Toronto
to February 22, 2017
Number of Nights _____

Conference Convention Workshop Meeting Training

Estimation of Expenses:

Transportation –

Air Fare 300.00

Car Rental City Vehicle Personal Vehicle

* Enter gas below * Enter gas below * Enter km. below

Car _____ km. @ .53 per km. for destination 250 km. or less

Car _____ km. @ .30 per km. for destination greater than 250 km.

Gas for Car Rental or City Vehicle

Note: Car Rental must be invoiced to the City

Ground Transportation (Taxis, Airport Bus, Airport Parking, Bridge Tolls, etc.) 25.00

Lodging – Hotel / Motel Room 250.00

Registration Fees _____

Per Diem – Meal Allowance * Note: Per Diems are not to be charged to Corporate Credit Card.

Breakfast 1 @ \$14.05 Lunch 2 @ \$20.05 Dinner 1 @ \$30.75 84.90

Note: Meal Expenses to be claimed only if meal is not provided at function.

Per Diem – Incidental 2 days @ \$13.05 per day *

Estimated Total Cost 686.00

Less any Subsidy _____

Estimated Net City Cost 686.00

Amount of Cash Advance Required:

Canadian Funds _____ Date Required: _____

U.S. Funds _____

Expenses to be charged to:

Name of Account Mayor Travel Account No. 10-100-1000-6180

Special Notes _____

Note: All travel should be charged to the Department Travel Budget unless there are special circumstances such as for recovery purposes where amount should be charged elsewhere. Please note if such is the case.

Statement of Travel Objectives: Please state how the Corporation will benefit from this travel.

Recommended by: _____ Date: _____

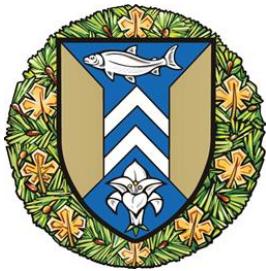
Mayor / Dept. Head for Board or Committee Member

* Forward original authorized Travel Request form to Finance Department.

Finance Department Use Only

c: CAO Department Head for Board or Committee Member
Clerk's Department Person authorized to travel

Date of Council Resolution: _____



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: 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

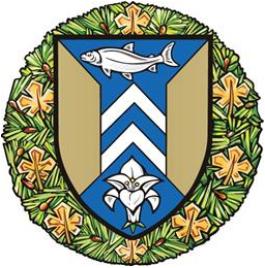
Page 3.

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

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Civic Centre Recladding

PURPOSE

The purpose of this report is to obtain Council approval for the recommended alternative for recladding and replacement of glazing (windows) on the Civic Centre, and proceed to final design and tendering.

BACKGROUND

Under the 2015 Asset Management Plan, the replacement of the exterior metal panels and windows on the Civic Centre was identified as a priority. The 2015 Cladding Refurbishment Feasibility Study by Morrison Hershfield stated that major issues with the existing systems included metal panel support deterioration, air and water barrier deficiencies, an inability to source new glazing of the same colour as the existing, and numerous seal failures in insulated glazing units. The study recommended full replacement be performed as soon as possible, but no later than 2018.

At the 2016 04 25 meeting, Council approved the professional design team of Morrison Hershfield Ltd engineers and RDHA Architects to complete design and contract administration for the project.

ANALYSIS

The design team has worked with a group consisting of staff from the Finance, Engineering and Building Services Divisions. The project is at the point where a decision can be made on the final appearance and material finishes for the building.

The design team provided four alternatives. Representatives for Morrison and RDHA Architects are in attendance this evening to present the preferred alternative and options, and to answer any questions from Council.

Staff is recommending Option C which includes an aluminum curtain wall system and aluminum composite panels. It is the lowest cost alternative. It is noted that

Option D is identical to Option C, with the addition of a perforated aluminum screen around Council chambers and continued up to the mechanical room louvers. Renderings of the four options can be found in the attached presentation, including relative cost estimates and scheduling options. All scheduling options ensure that the work will be completed in 2018.

FINANCIAL IMPLICATIONS

The Finance Department has confirmed that \$6.5M was approved in the 2017 Capital Budget and Forecast for this project of which \$5M is funded by long term debt. The budget is sufficient to cover the estimated cost of Option C. If Council wishes to consider Option D, an additional \$700,000 would have to be added to the long term debt. Once the tender value is known, a report will be brought back to Council recommending financing options and contract award.

STRATEGIC PLAN / POLICY IMPACT

This project is linked to the preservation and maintenance of existing infrastructure component 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 02 06 be received, and the recommendation to proceed to design and tender of Option C, Civic Centre, provision of new glazing and aluminum curtain wall system with aluminum composite panels, be approved.

Respectfully submitted,



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



The Civic Centre Existing cladding includes:

- Porcelain enamel spandrels and wall panels
- Horizontal Ribbon windows- gold tinted double glazed units in non-thermally broken aluminum frame
- Atrium double-glazed aluminum curtainwall

SAULT STE MARIE CIVIC CENTRE RECLADDING CONCEPT DESIGN - JAN 2017



Existing Cladding issues:

Windows and Curtain Wall

- Non thermally broken aluminum frames perform poorly from a thermal perspective
- Frame finish is generally faded
- Seal failure and structural failure of the spacer
- Caulking failure

Spandrels and Wall panels

- Spandrel fasteners deteriorating
- Underlying corrosion of the support system
- Galvanized sheet air and water barrier exhibits many open laps
- Rusted back panel
- faded paint externally

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



CONCEPT DESIGN OPTION A

North Side view

- The areas of previous ribbon windows and spandrel panels will be clad with a 4-sided SSG aluminum curtainwall system
- Spandrel areas will have a 3mm aluminum shadow box panel
- Wall panels for the council chamber will be composite aluminum following the existing building shape
- Perforated aluminum screen will square off the existing sloped concil chamber wall panels and be continued up to mechanical room louvers on roof

SAULT STE MARIE CIVIC CENTRE RECLADDING CONCEPT DESIGN - JAN 2017



CONCEPT DESIGN OPTION A
River Side view

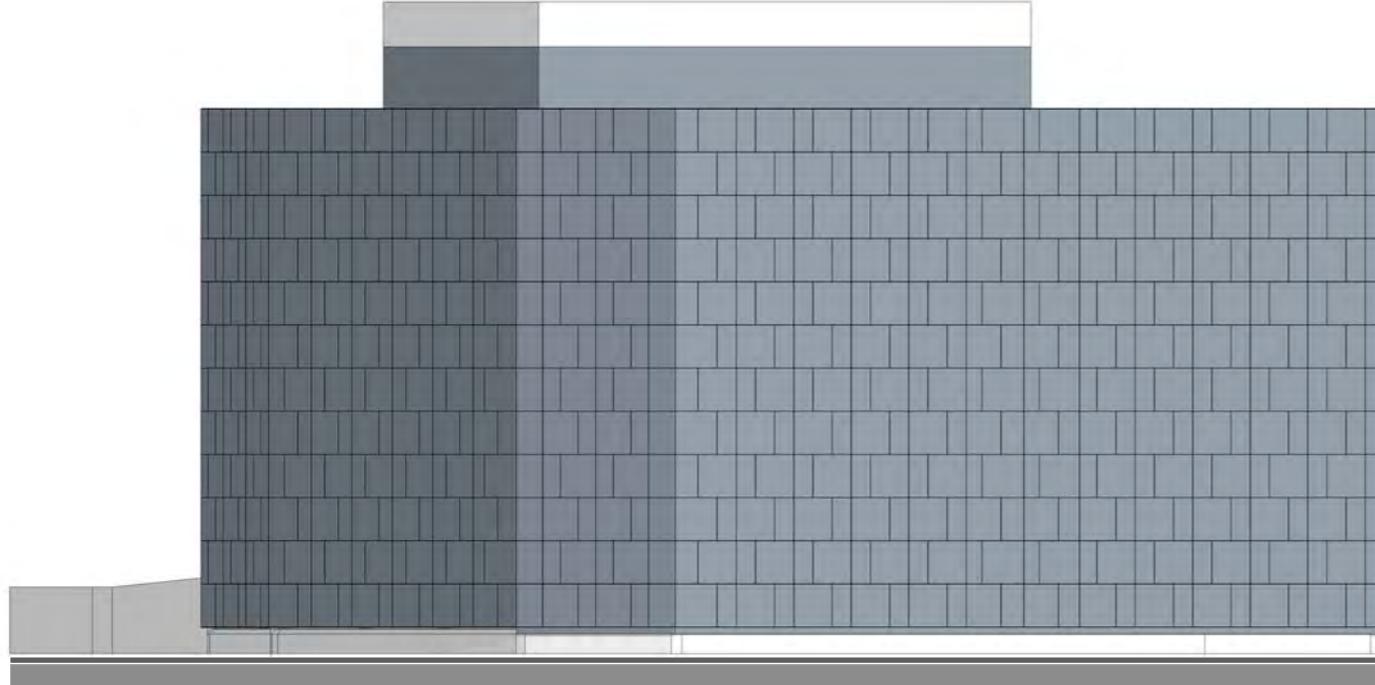
SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



North Elevation



East Elevation



South Elevation



West Elevation

CONCEPT DESIGN OPTION A
Elevations

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017

 MORRISON HERSHFIELD

 RDHA



CONCEPT DESIGN OPTION B

North Side view

- The areas of previous ribbon windows and spandrel panels will be clad with a 4-sided SSG aluminum curtainwall system with horizontal caps at floor levels and vertical caps at vertical fins
- Spandrel areas will have a 3mm aluminum shadow box panel
- Horizontal aluminum panel stripes at floor levels
- Solar shading vertical aluminum fins
- Wall panels for the council chamber will be composite aluminum following the existing building shape
- Perforated aluminum screen will square off the existing sloped concil chamber wall panels continued up to mechanical room louvers on roof

SAULT STE MARIE CIVIC CENTRE RECLADDING

CONCEPT DESIGN - JAN 2017



CONCEPT DESIGN OPTION B
River Side view

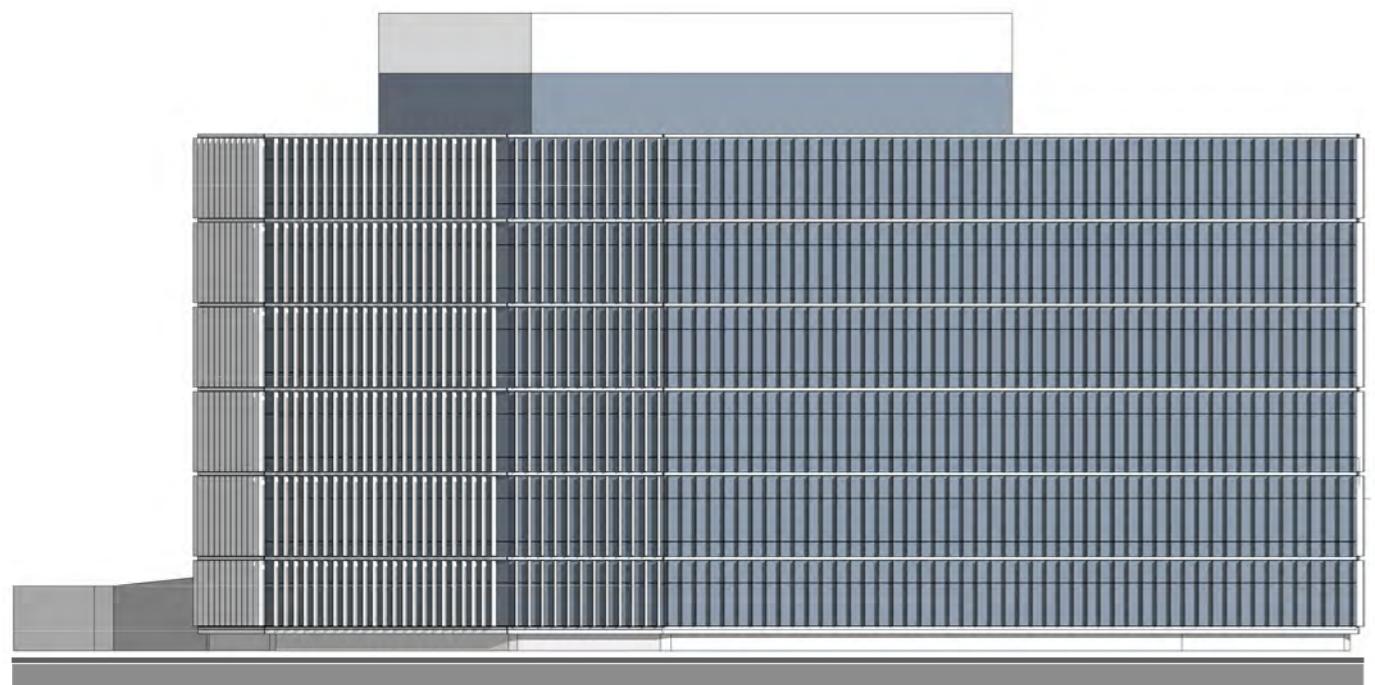
SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



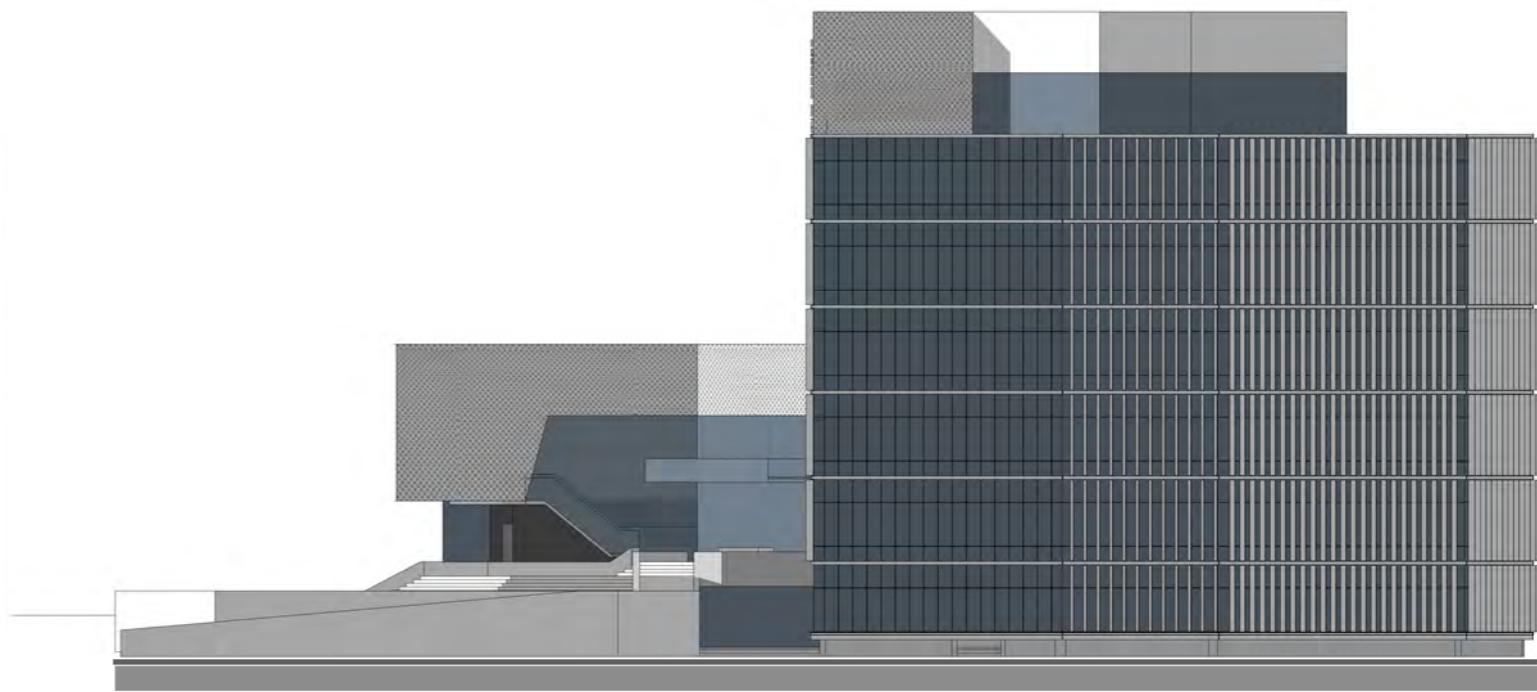
North Elevation



East Elevation



South Elevation



West Elevation

CONCEPT DESIGN OPTION B
Elevations

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017

 MORRISON HERSHFIELD

 RDHA



CONCEPT DESIGN OPTION C

North Side view

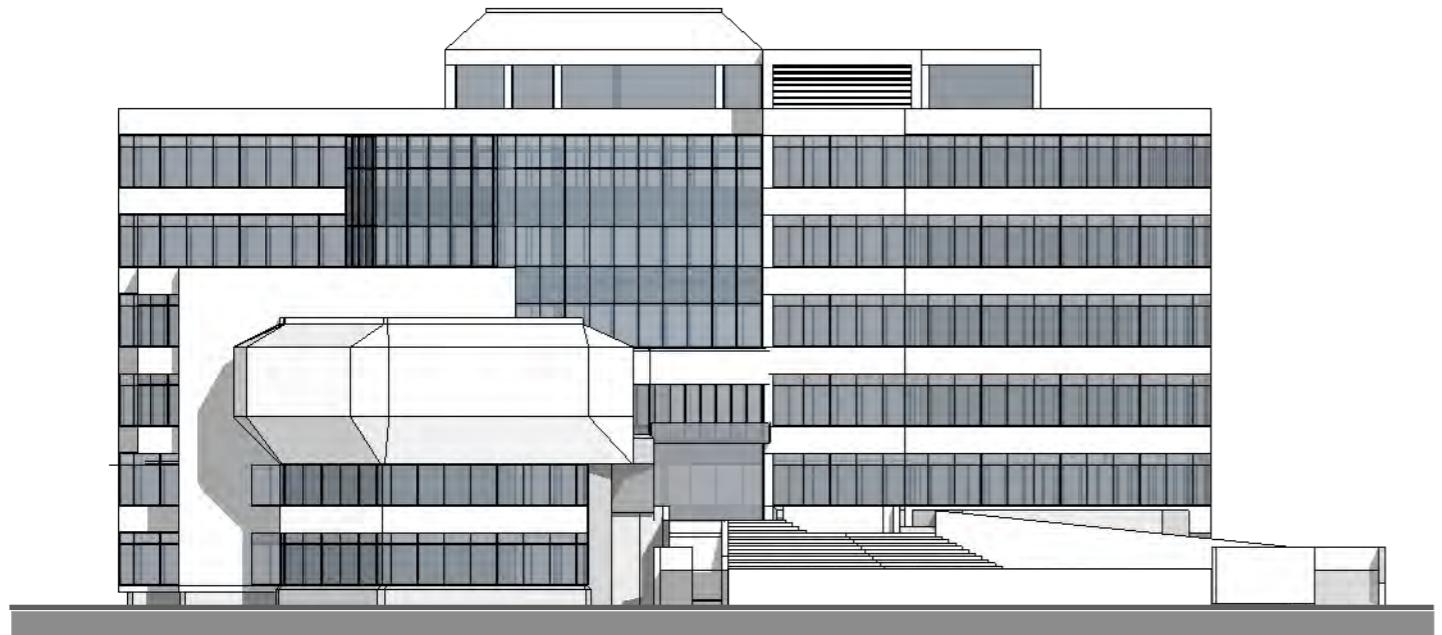
- The areas of previous ribbon windows will be replaced with new horizontal ribbon windows, the head of these windows will be higher than existing ceilings. The extended height will be shadow box.
- Spandrel panel areas will be replaced with composite aluminum panels
- Wall panels for the council chamber will be composite aluminum following the existing building shape

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



CONCEPT DESIGN OPTION C
River Side view

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



North Elevation



East Elevation



South Elevation



West Elevation

CONCEPT DESIGN OPTION C
Elevations

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017

 MORRISON HERSHFIELD

 RDHA



CONCEPT DESIGN OPTION D

North Side view

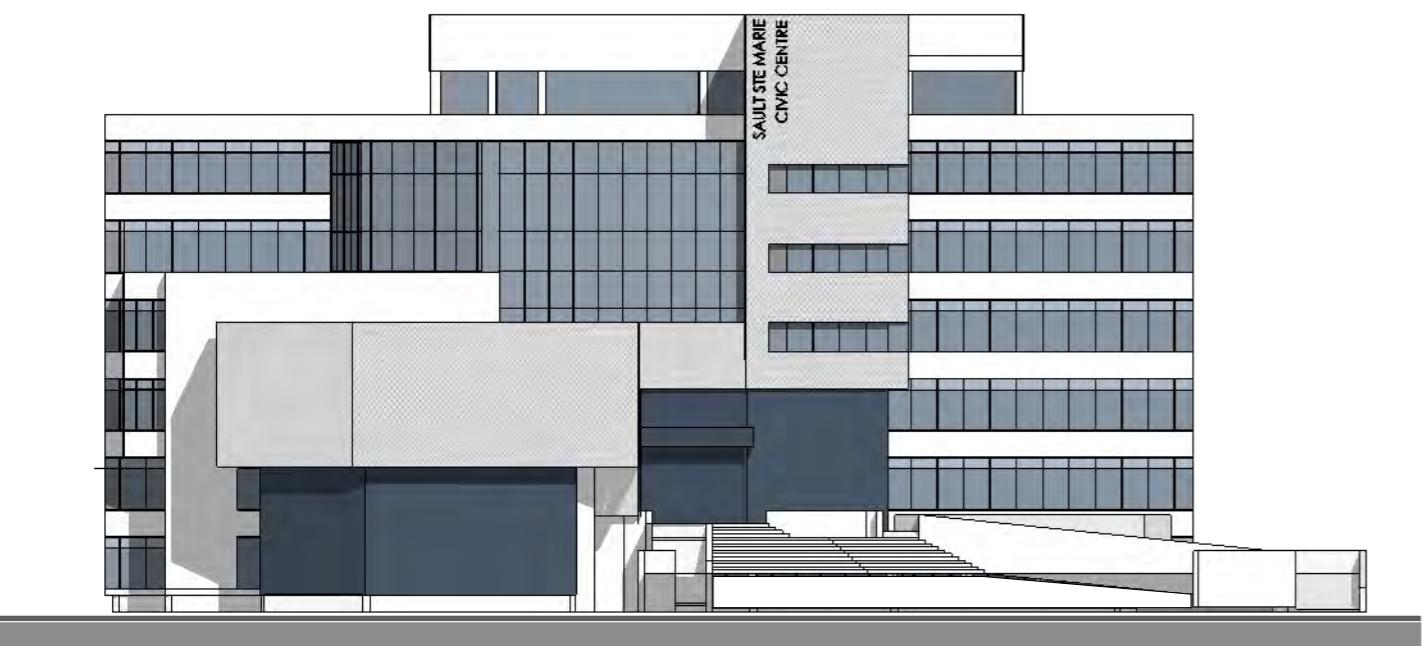
- The areas of previous ribbon windows will be replaced with new horizontal ribbon windows, the head of these windows will be higher than existing ceilings. The extended height will be shadow box.
- Spandrel panel areas will be replaced with composite aluminum panels
- Perforated aluminum screen will square off the existing slopped council chamber wall panels continued up to mechanical room louvers on roof.

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



CONCEPT DESIGN OPTION D
South Side view

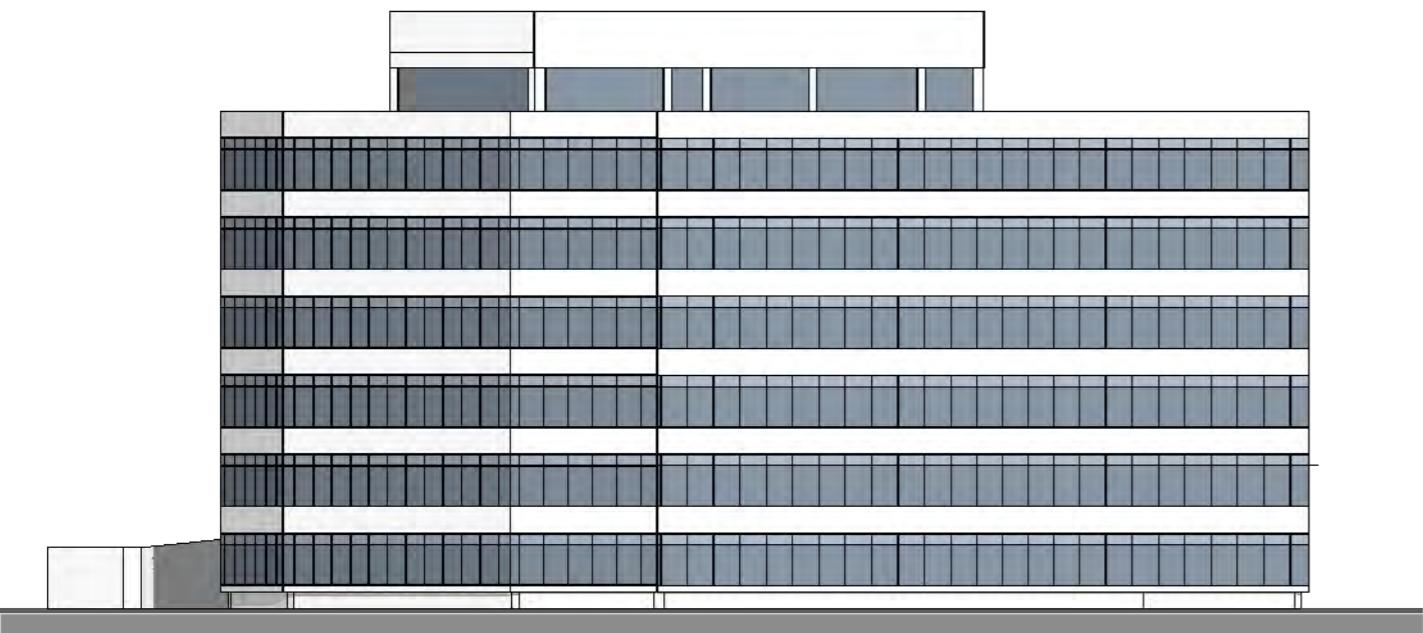
SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



North Elevation



East Elevation



South Elevation



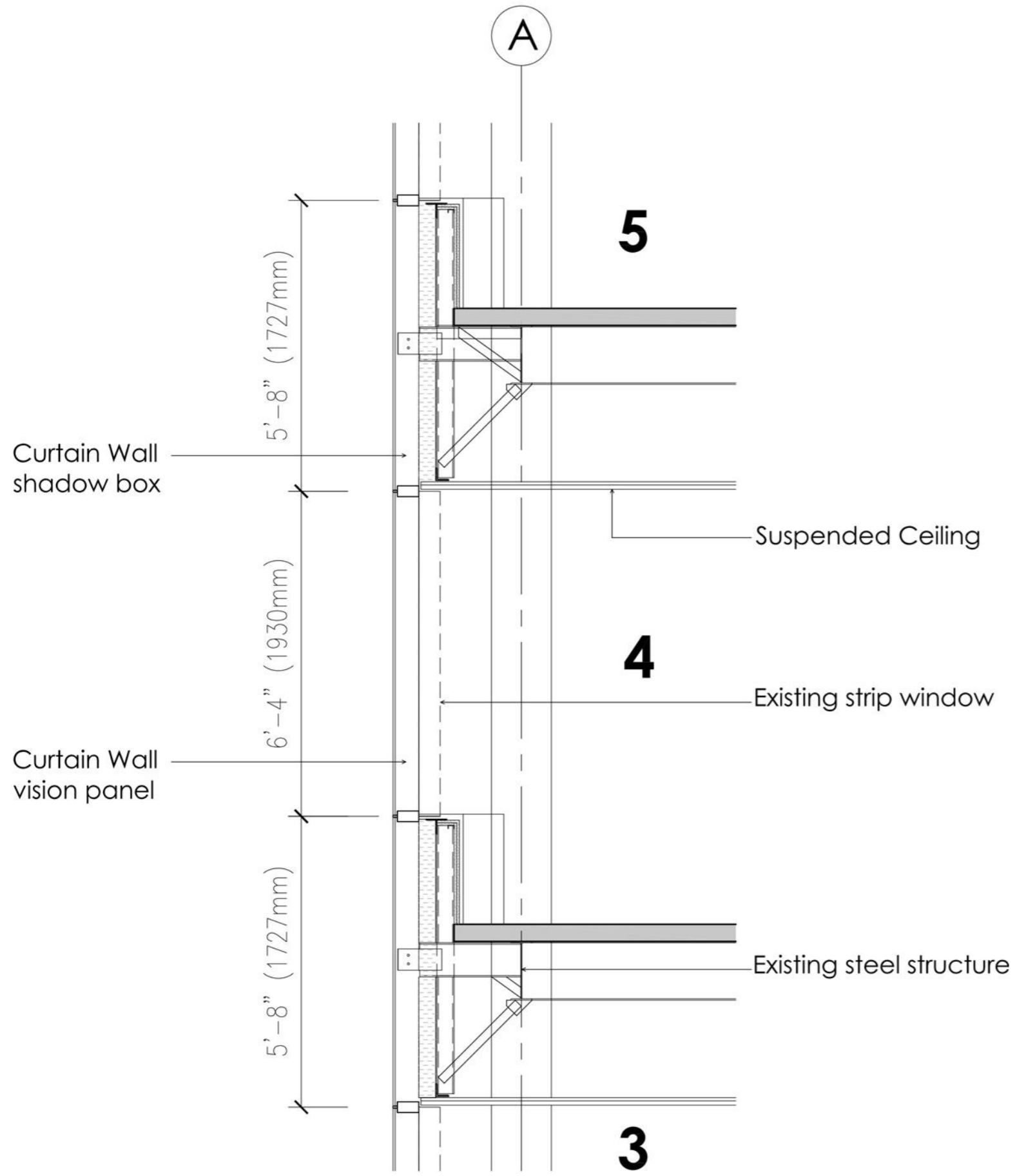
West Elevation

CONCEPT DESIGN OPTION D
Elevations

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017

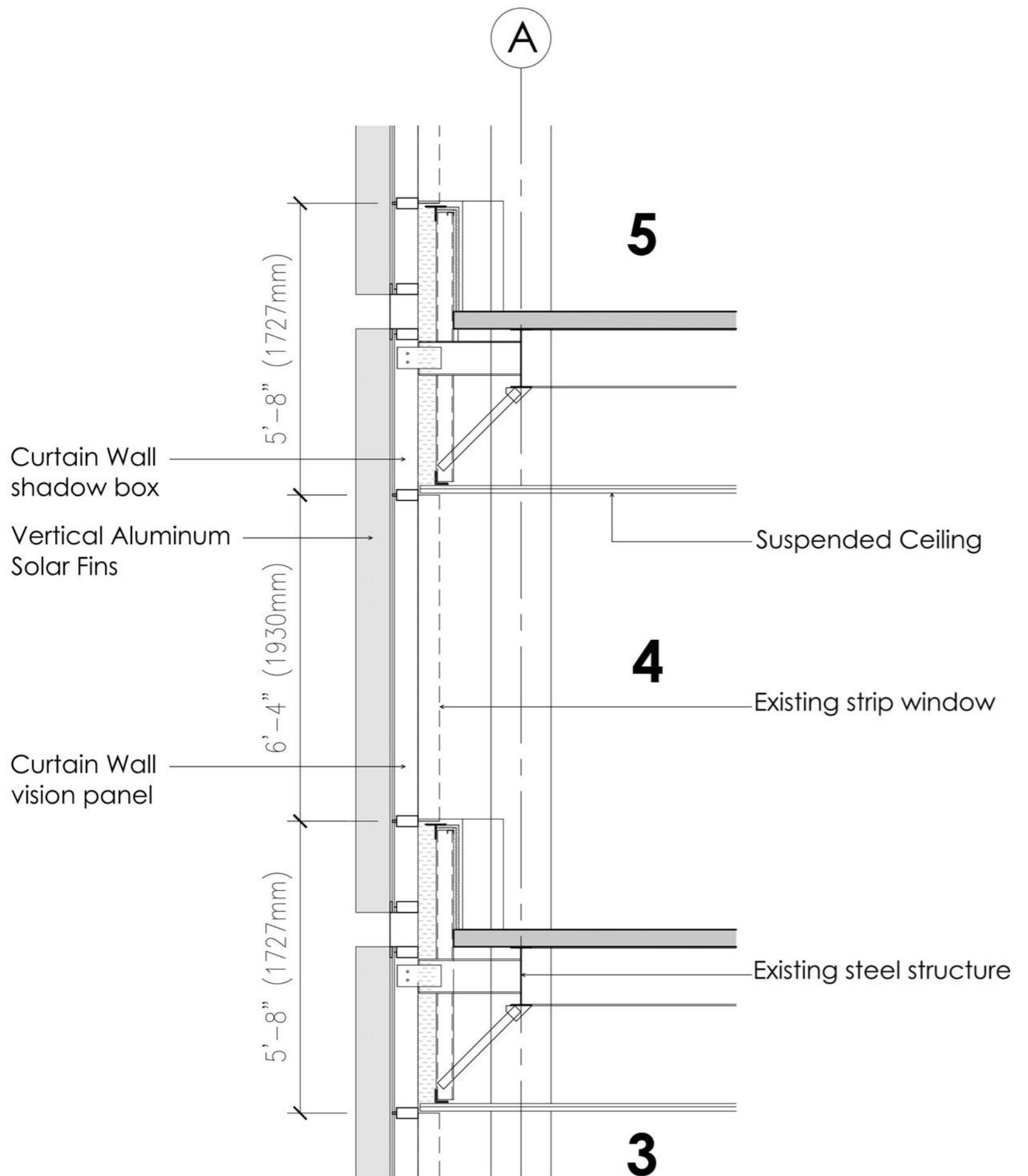
 MORRISON HERSHFIELD

 RDHA



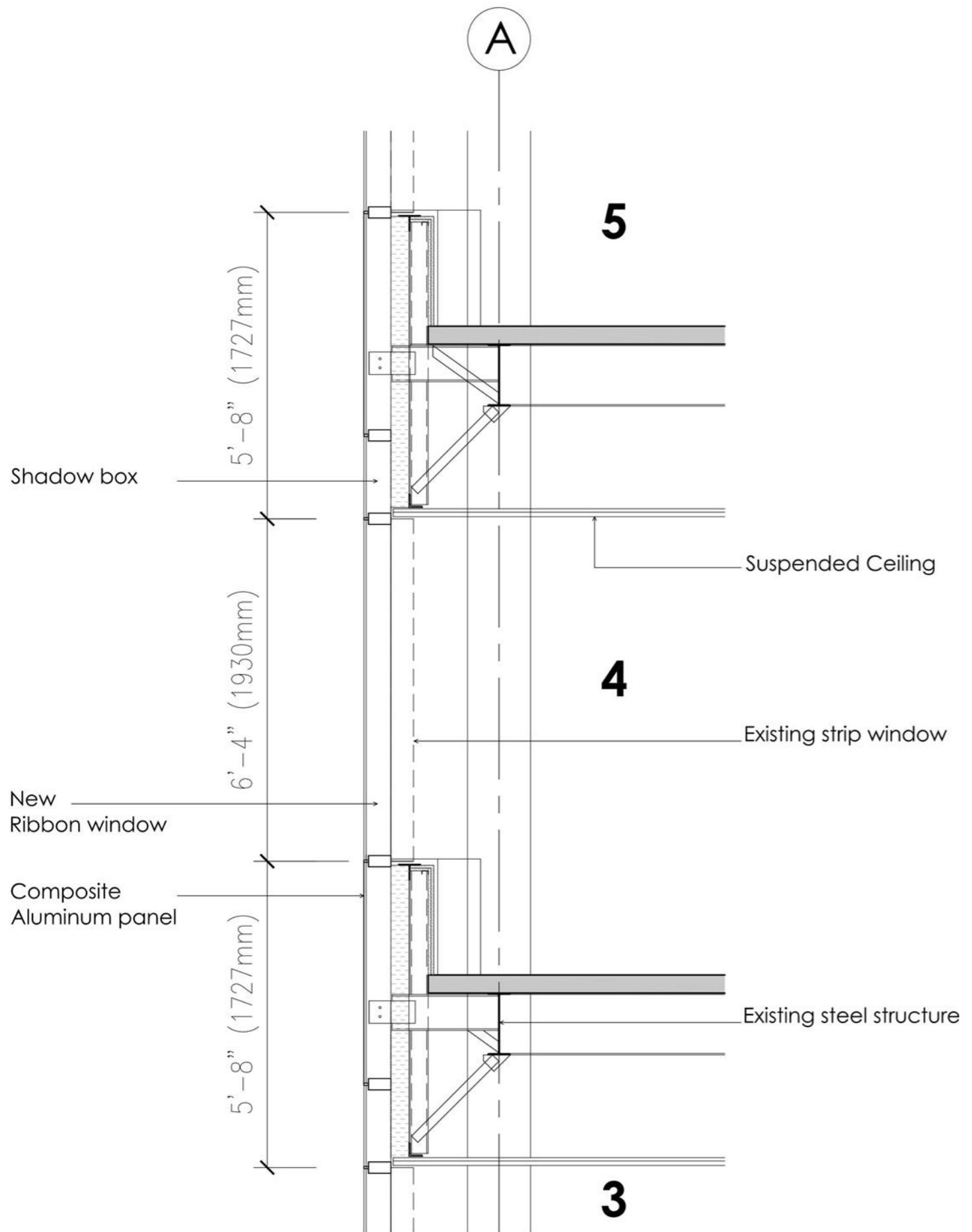
CONCEPT DESIGN OPTION A
Typical Wall Section

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



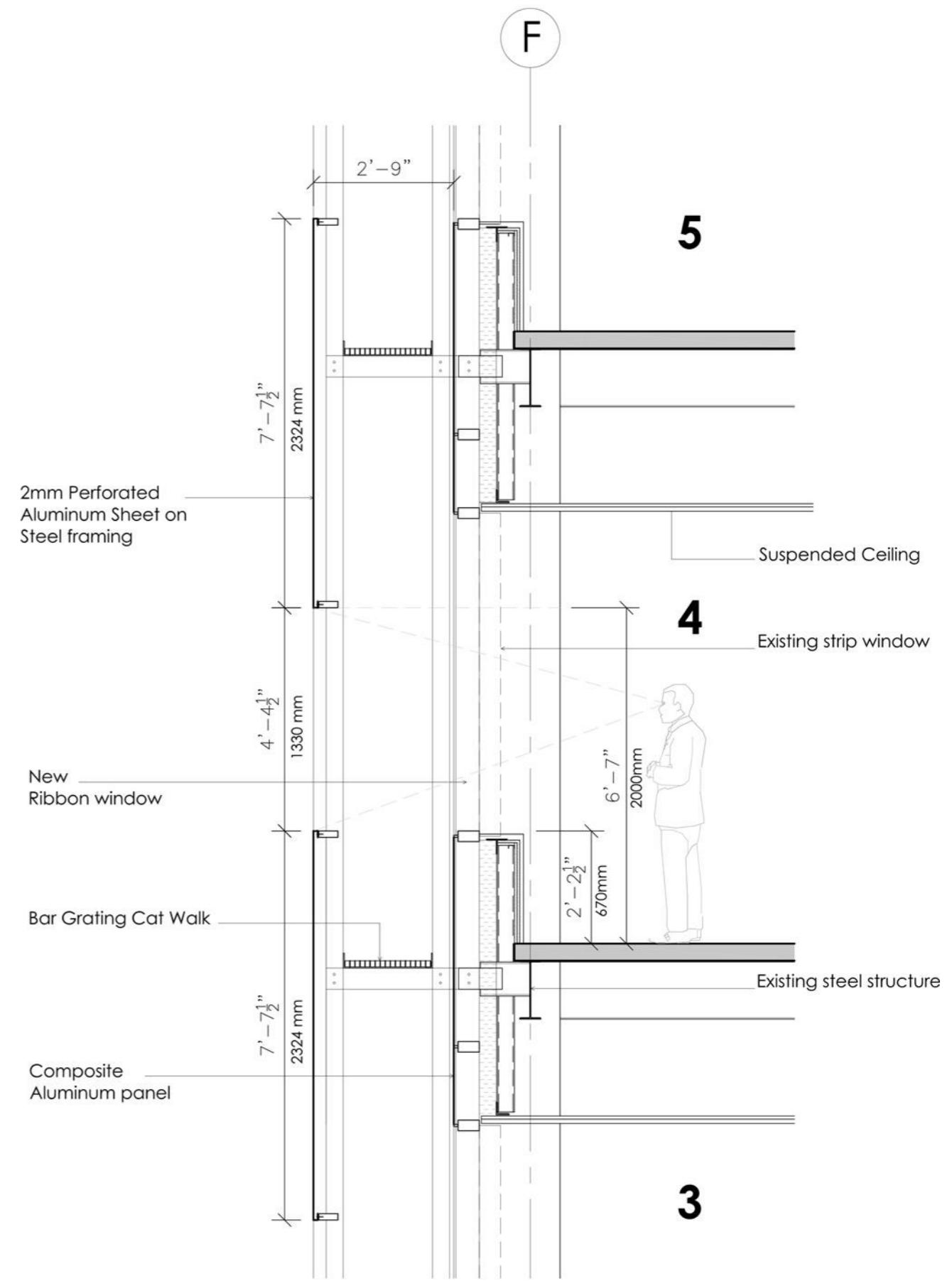
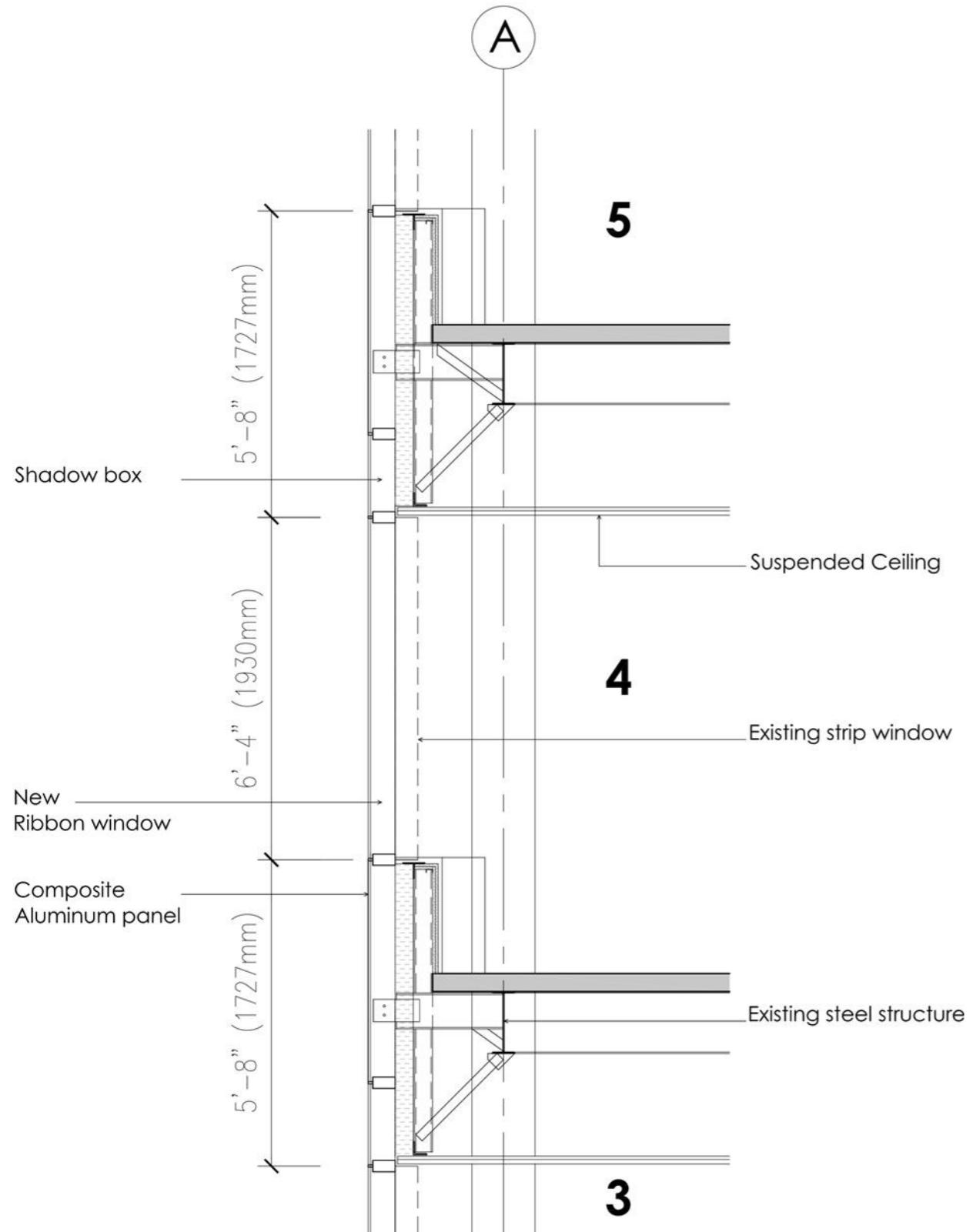
CONCEPT DESIGN OPTION B
Typical Wall Section

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



CONCEPT DESIGN OPTION C
Typical Wall Section

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



COMPARATIVE ESTIMATE SUMMARY

Design Options	Description	Approximate Construction Cost
Option A	4-sided SSG aluminum Curtainwall system Aluminum composite panels and perforated aluminum screen	\$7,798,000
Option B	4-sided SSG aluminum Curtainwall system with vertical fins Aluminum composite panels and perforated aluminum screen	\$9,345,000
Option C	4-sided SSG aluminum Curtainwall system and Aluminum composite panels	\$6,570,000
Option D	4-sided SSG aluminum Curtainwall system and Aluminum composite panels and perforated aluminum	\$7,275,000

Note:

The above estimates include:

- 15% Design Contingency
- 0.0% Escalation Contingency
- 10% Construction Contingency

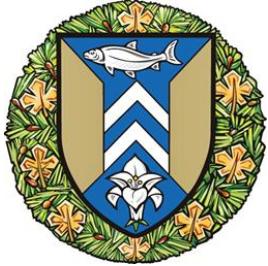
Preliminary Schedule

- Tender Documents, Tender & Award of Construction Contract
February through June, 2017
- Shop Drawings, Fabrication & Delivery
July through September, 2017
- Installation – Alternative 1
One Continuous Operation Through Winter
October 2017 through March 2018
- Installation – Alternative 2
Two Stages of Installation with Winter Break In-Between
October through Mid-December 2017; April through to Mid-July 2018
- Installation – Alternative 3
Defer Installation to Spring 2018
April through September 2018

SAULT STE MARIE CIVIC CENTRE RECLADDING
CONCEPT DESIGN - JAN 2017



RDHA



The Corporation of the City of Sault Ste. Marie

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

February 6, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: New Comprehensive Signs By-law

PURPOSE

The purpose of this Report is to seek Council's approval to adopt a new Comprehensive Signs By-law (attached).

In support of by-law adoption, this report summarizes the 3 rounds of public engagement, than provides a discussion upon the major sign issues.

BACKGROUND

When the City's new Zoning By-law was approved in 2005, a Signs By-law (2005-166) was created by compiling information from the old Zoning By-law, Building By-law and other sources into a single document.

Overall, the existing Signs By-law has not undergone a comprehensive review in more than 40 years and is no longer appropriate for the community. In 2012, City Council established a Signs By-law Review Committee with representation from City Council, the Planning Advisory Committee and City staff. This Committee is jointly chaired by Councillors Christian and Fata.

The Committee's initial focus was to create an approach to dealing with digital signage. City Council adopted the recommendations of the Committee and these regulations now form part of the City's Signs By-law.

In November 2013, the Committee issued a Request For Proposals for consulting services to assist with the development of a new Comprehensive Signs By-law.

On January 29, 2014, Martin Rendl Associates was selected as the most qualified firm to assist with the development of a new Comprehensive Signs By-law. This firm has extensive experience working with other communities in

Subject of Report

2017 02 06

Page 2.

Ontario including Burlington, Clarington, Hamilton, Markham, Mississauga, Oakville, Toronto, and many others.

On June 13th, 2016 planning staff presented a Report to Council which:

- Presented Council with the Draft Comprehensive Signs By-law,
- Highlighted major changes between the existing and proposed draft by-laws,
- Discussed the major sign issues and how they are proposed to be addressed in the draft by-law,
- Discussed the results of public engagement – 2 public surveys, 2 open houses, and meetings with stakeholders,
- Outlined next steps.

ANALYSIS

The draft Comprehensive Signs By-law regulates private and public signs placed on lands, buildings and other structures within the City of Sault Ste. Marie. The by-law contains the following stated goals:

- a) Protecting and enhancing the aesthetic qualities and visual character of the City;
- b) Providing for signs whose characteristics are appropriate to their use and function;
- c) Preventing signs that impact the safety of pedestrians or motorists;
- d) Balancing opportunities for business expression with the interests of the Sault Ste. Marie public and community.

Highlights of Draft Comprehensive Signs By-law

	Current Signs By-law	Proposed By-law
Portable Signage	<ul style="list-style-type: none"> A permit is valid for 2 years and can be renewed at any time. No maximum number of permits or portable signs per property. Minimum 15m separation between portable signs on the same property. 	<ul style="list-style-type: none"> A permit is valid for 180-days. 1 portable sign permitted per 50m frontage, to a maximum of 3 portable signs. Portable signs cannot be located on vacant property. Minimum 50m separation between a portable sign and any other portable sign on the same property.
Signage on the Public Right of Way	<ul style="list-style-type: none"> Signs could be located upon the Road Right of Way (ROW) where 'special circumstances' warrant. 	<ul style="list-style-type: none"> No signage permitted to be located within the ROW.
Overhanging Signs in the Downtown	<ul style="list-style-type: none"> Overhanging signage is not permitted. 	<ul style="list-style-type: none"> In consultation with the Downtown Association, projecting signs will be permitted in the downtown, along Gore & Queen Streets.
Definitions	<ul style="list-style-type: none"> Very few terms defined. 	<ul style="list-style-type: none"> Comprehensive definitions section.
Language	<ul style="list-style-type: none"> Inconsistent language, reflecting the fact that the current signs by-law is an amalgamation of several by-laws. 	<ul style="list-style-type: none"> Clear, concise, consistent language.
Enforcement	<ul style="list-style-type: none"> Enforcement provisions were weak and inconsistent depending upon the type of sign. 	<ul style="list-style-type: none"> Clear consistent enforcement provisions.
Digital Readerboards	<ul style="list-style-type: none"> Treated like LED (TV) digital signs, requiring a 'safety review' prior to locating within close proximity to an intersection. 	<ul style="list-style-type: none"> Digital readerboards are permitted to locate within close proximity of an intersection without the benefit of a 'safety review'. LED digital signs will still require a safety review when located in close proximity to an intersection.

Public Engagement

First Public Survey

The first round was in April 2014, prior to developing sign regulations, and consisted of a public survey, public open house and meetings with various stakeholders, including the signs industry, the Downtown Association, the Chamber of Commerce, City Transit and the Community Services Division. The goal of the first public engagement was to determine major sign issues.

Top Sign Issues

	Most Important Sign Issue	Another Important Sign Issue	TOTAL
1. Digital Signage	26%	20%	46%
2. Portable Signage	28%	4%	32%
3. Aesthetics/Design/Size	4%	19%	23%
4. Uncategorized	9%	14%	23%
5. Safety Concerns	7%	15%	22%
6. Directional Signage	11%	8%	19%
7. Too Many Signs	7%	6%	13%
8. Unmainted Signage	5%	7%	12%
9. No Issues	3%	4%	7%
10. Off-site Advertising	0.7%	5%	5.7%

Total Responses – 259

Second Public Survey

The second public survey focused upon gaining public opinions on the proposed approaches to regulating various types of signage, as shown below.

Level of Agreement with Proposed Regulatory Approaches to Various Sign Types

	Too Restrictive	About Right	Not Restrictive Enough
Window Signs	58%	39%	3%
Portable Signs	53%	35%	13%
Overhanging Signs	26%	70%	3%
Ground Signs	27%	67%	6%
Digital Signs	29%	54%	18%
Digital Readerboards	31%	59%	9%
Billboard Signs	28%	60%	12%

Total Responses – 290

Public Comments

In addition to the public surveys, a number of written comments were also received from 3 public open houses and a number of meetings with stakeholders.

Apart from comments directly related to the major sign issues discussed later in this report, there was a suggestion that sign permits could be applied for and approved through an online system with payment by Credit Card. It was felt this could make for a more efficient process. This is currently under review by Building Division, and it is anticipated that online sign permit processing will be available in the future.

It was also suggested the City could license sign companies. The City could revoke the license of operators that habitually breach by-law requirements. It is generally felt that additional enforcement resources are more appropriate than a licensing system.

MAJOR ISSUES

Throughout the three phases of public consultation the following sign issues have been consistently raised:

Portable Signage

The proliferation of portable signage appears to be the single biggest sign issue in Sault Ste. Marie. The other major issues of enforcement, off-site advertising and signs on the ROW are in most cases, linked to portable signs.

Locally, portable signs have become permanent fixtures. Public outreach resulted in feedback such as 'unsightly', 'sign clutter' and 'cheap looking' to describe the proliferation of portable signs.

Locally, the permanent nature of portable signs and their sheer numbers are due in part to the current regulations, which allow them to remain in place indefinitely, so long as a permit is renewed every two years. The 'moveable' nature of portable signs makes enforcement difficult given the resources available.

The recent proliferation of portable signs utilized for off-site or third party advertising has also increased their overall numbers.

The issue is that portable signs are intended to be just that, portable. Blank portable sign faces, 'rent me' messages, or public service announcements are clear indications that portable signs are in fact being utilized as permanent signage. Portable signs are not designed to be permanent fixtures. During major wind events it is not uncommon to see certain types of portable signs blown over, even with unsightly cinder blocks hung from all four corners in an attempt to stabilize the sign.

Although some have suggested an outright ban on portable signs, which is the case in some Municipalities, the Signs By-law Committee recognizes that portable signs can provide businesses and other organizations with a cost effective way of advertising periodic sales, special events and announcements. It is felt the proposed regulatory approach balances this need with the goal of creating more aesthetically pleasing commercial corridors and reducing sign clutter.

Enforcement

A lack of enforcement was cited as a major issue. The overall strength of the by-law hinges upon timely, consistent enforcement. The City currently employs one By-law Enforcement Officer who is responsible for enforcing a variety of by-laws. The issue of enforcement is especially noticeable with portable signs. The 'portable' nature of these signs makes them difficult to enforce. In addition, the current enforcement protocol requires the By-law Enforcement Officer to notify the portable sign owner prior to enforcement. This procedure has resulted in a 'game of cat and mouse', whereby once contacted, the owner simply moves the sign to another location, which may also be an illegal location. The process then repeats with no real resolution.

It is anticipated that sign by-law enforcement would constitute 25% of a full time position. Additional by-law enforcement resources and the potential for funding through fine revenue are currently being investigated. It is expected that significant enforcement requirements are not required until May 2019, given the proposed *portable sign phasing procedure* recommended later in this report.

Third Party Advertising

Third party advertising, often referred to as 'off-site advertising', is the advertising of a good or service, which is not available on the site in which the sign is located. Billboards are a traditional form third party advertising.

At least one portable sign operator and the Chamber of Commerce have indicated a concern with regulating on-site vs. off-site (first vs. third party) advertising.

Some have argued that it is not the City's business to regulate who advertises where. The Chamber of Commerce initially asserted that such regulations are illegal, infringing upon freedoms of expression.

A municipal review of signs by-laws in Ontario indicates the overwhelming majority have regulations restricting off-site advertising, in a manner that is similar to the proposed draft by-law. In fact, the City's current signs by-law restricts off-site advertising to those areas where billboards are permitted. Although not clear, by definition, billboards are for off-site advertising.

Martin Rendl, the Consultant hired to draft the new comprehensive signs by-law has assured the Committee that the proposed approach to regulating on-site vs. off-site advertising is legal. The City's Legal Department has also determined that the proposed approach is legal, and common throughout the Province.

The need to regulate third party advertising is twofold. First, restricting off-site advertising reduces sign clutter, especially portable signs, which have seen a significant increase in numbers in recent years, many of which are for third party

advertising purposes. This is no different than the required minimum distance separations between signs such as portables and billboards, which also have the overall intent of reducing sign clutter.

Second, off-site regulations help to protect businesses from competitors advertising in very close proximity, even on the same property. This issue arises from time to time, especially with third party portable signage.

Private Advertising Signs on the Public Right Of Way (ROW)

Another major issue is private advertising signs located upon the public ROW, primarily related to portable signs. Given the need for permanent foundations, this has not been an issue with permanent signage.

The existing Signs By-law contains a clause which allows portable signage to be located upon the ROW when ‘special circumstances warrant’. ‘Special circumstances’ might include an inability to locate the sign on private property. Over time the interpretation has been whittled to ‘so long as it is not a public safety/traffic issue.’ Again, this issue generally relates to portable signs, and to a lesser degree, temporary signs stuck into the ground and ‘flag signs’.

The new Draft Comprehensive Signs By-law clearly notes that no private advertising signage is permitted upon the public ROW, including portable signage.

All portable sign regulations reviewed prohibit the placement of portable signs upon the ROW.

Digital Signage

Based upon the public surveys, digital signage was identified as the top sign issue. Comments were that digital signs are distracting to motorists and a public safety concern.

In 2012 Council adopted Digital Signs By-law 2012-206. Although there was a great deal of opposition, that by-law includes the requirement for a ‘safety review’ for any digital sign located within 100m of a signalized, and 50m of a non-signalized intersection. This approach is one of mitigation, rather than prohibition, and has been recently adopted by at least one other municipality.

The current digital signs by-law does not permit such signage to flash, fade or scroll, and messages must remain static for at least 15 seconds. Digital signs are also required to maintain certain brightness levels depending upon ambient light conditions, which require the installation of an automatic light sensor. The result of these regulations is that digital signage should resemble static signs, with the exception of a quick transition (<0.25seconds) every 15 seconds.

The distraction concerns are the result of enforcement issues, rather than a regulatory gap. Locally, very few (if any) digital signs are adhering to the current regulations, and include animation, flashing, fading and scrolling, which are prohibited. There are other signs that are far too bright at night.

The majority of the existing digital signs by-law regulations are appropriate and have been replicated in the draft by-law, with the exception of digital readerboards, which are proposed to be exempted from the 'safety review' requirements.

Meeting with the Chamber of Commerce (Minutes Attached)

On January 12th, as part of the last round of consultation, city staff met with the Chamber of Commerce to discuss the draft proposed by-law. The meeting resulted in the following minor changes to the draft by-law:

1. A clause was added to clearly note that sign permits are not required where a sign face or sign content is simply being replaced.
2. Removal of regulations related to window signs.
3. The clause 'or part thereof' has been added to clearly note that A-frame signs are in fact permitted upon lots with less than 75m frontage.
4. The permitted timeframe for banner signs has been increased from 2 periods of 21 consecutive days per year to 2 periods of 90 consecutive days per year.

Other discussions focused upon 3rd party advertising, especially as it relates to a business's ability to advertise for non-profit organizations. It is noted that the by-law permits 'Community Event Signs subject to the following regulations:

A Community Event Sign is a temporary sign advertising events conducted or sponsored by charitable organizations or community associations. (Both charitable and community organizations are defined in the by-law).

As per Section 9.5, Community event signs may:

- a. Be located upon private property subject to the owner's consent.
- b. Be located upon the untraveled portion of the road allowance subject to Municipal approval.
- c. A maximum of 1 community event sign per private property.
- d. Maximum Size – 5.0m²
- e. Maximum duration – The sign may be erected not more than 30-days prior to the advertised event, and must be removed within 24 hours after the event.

Based upon the aforementioned regulations, such signage could take a variety of forms, including portable signs. It is staff's opinion that the Community Event Sign regulations will grant businesses ample opportunities to support community organizations by advertising upcoming events.

The Chamber also suggested the proposed maximum size regulations for Awnings/Canopies, Ground Signs and Wall Signs seem overly restrictive and complex. More specifically:

Awnings and Canopy Signs – 50% of awning/canopy area.

Ground Sign – 0.3m² times the length of a street line (lot frontage).

Wall Sign – 25% of the building façade facing a street line.

The aforementioned maximum size regulations are intended to result in signage that is proportionate to a particular building or lot. The goal is to achieve signage that complements a building or lot, rather than overpower them. A ‘one size fits all’ approach would not recognize the character of a particular building or property.

The Chamber also re-iterated their position upon portable signs, which seems consistent with that of the portable signs industry: That current portable sign regulations should be maintained as is, and that the City simply enforce them. Staff will concede that enforcement has been an issue, exacerbated by the very ‘portable’ nature of such signage. Having said this, it is staff’s position that the regulations themselves are a significant issue. In fact, existing portable sign regulations are quite ‘out of line’ with other sign by-laws, as evidenced in the table below.

Review of Other Portable Signs By-laws in Ontario

	Timing	On-site Advertising only?	Total Number of Signs
Existing Sault Ste. Marie	2-years	No	<i>1 sign every 15m of frontage – no maximum</i>
Proposed Sault Ste. Marie	6 months	Yes	Up to 3
Kitchener/Waterloo	6 months	Yes	Not more than 2 ‘temporary signs’ total, including banners, A-frames, & portables.
Sudbury	6 months	Yes	Not more than 2 ‘temporary signs’ total, including banners, A-frames, & portables.
North Bay	3 months	Yes	Not more than 2
Timmins	30-days – with a 21-day hiatus between	Yes	Not more than 3 ‘temporary signs’ total, including banners, A-frames & portables.
Hamilton	Up to 6 14-day permits, with a 14-day hiatus between	Yes	Not more than 3 ‘temporary signs’ total, including banners, A-frames & portables.
Thunder Bay	4 months	Yes	1/business on a property

It is worth noting that some communities, such as the City of Sarnia do not specify maximum sign timeframes, but include significant restrictions related to minimum distances from existing ground signs and portable signs upon the same or adjacent properties.

Staff and the signs by-law committee have made significant concessions to the proposed portable sign regulations. Based upon survey feedback (53% of respondents felt the regulations were too restrictive) and consultation with stakeholders, the maximum timeframe for portables has been increased from a maximum of three 30-day permits (with a 21-day hiatus in between) to a maximum of three 180-day permits per year, depending upon a properties frontage. The previous draft regulations also prohibited the placement of a mobile sign within 25m of another portable or ground sign, regardless of whether it is on the same or adjacent properties. This too has been amended so that there are no minimum distance separations between portable signs and ground signs on the same or adjacent property.

The Chamber also voiced concerns with a prohibition of portable signs on vacant property. It was noted that modest incomes generated from portable signs help to offset municipal taxes and allow speculators to hold onto these vacant parcels for longer. Much of the recent proliferation of portable signage is related to off-site advertising on vacant properties. The vacant property prohibition goes hand in hand with the third party prohibition (with the exception of 'Community Event Signs'), and is recommended as another means to reduce portable sign clutter throughout the community. Based upon the review of other portable sign by-laws, all restrict the use of portable signs to on-site advertising only, with the exception of advertising for a non-profit charitable organization, in a manner similar to the proposed 'community event signs' outlined above.

Public Comments Resulting from Formal Public Notice (Attached)

Up to the drafting of this report, four letters have been received. Generally, the attached correspondence provides comments upon the major sign issues.

Letters of objection from Mr. Czop and Mr. Rino are general in nature, concluding that the proposed changes to the signs by-law are 'overly restrictive' and will hurt local businesses as well as 'dissuade' outside investors. It is difficult to conceive of a scenario whereby signs regulations would dissuade outside investment to the community. Alternatively, one might argue that a communities aesthetics and quality of life may be a contributing factor among many others, which could facilitate future local investment.

Both authors were contacted in hopes of discussing specific concerns. Mr. Rino indicated his main concern relates to the prohibition of portable signs upon vacant property. Mr. Rino owns vacant properties in Sault Ste. Marie and portable signs provide him with some funds to offset the taxes, until such time that he is ready to develop the vacant parcels.

Correspondence from Peter McLarty outlines the following 5 concerns

1. Traffic/Pedestrian Safety - There is a concern the very nature of signage is to 'get your attention' and this distraction can create traffic/pedestrian safety concerns.

Staff is of the opinion that the proposed regulations related to sightline setbacks and minimum setbacks from property lines will appropriately balance a business's ability to advertise, while at the same time managing public safety.

2. Aesthetics – Run down, abandoned signs, signs on the ROW.

Section 7.4 of the proposed by-law notes '*A sign and sign structure shall be kept in good repair at all times and maintained without any visible deterioration of the sign or sign structure.*' This provision gives the Municipality the authority to place an order upon any sign that has fallen into disrepair.

3. Enforcement – It is noted that permit fees should be such that they can cover enforcement costs. Furthermore, it is recommended that offenders should be prohibited from getting further permits.

As previously mentioned, sign enforcement has been an issue. Later in this report, it is recommended that as part of the 2018 budget deliberations, Council review the option of additional by-law enforcement resources. Additionally, sign permit fees, along with all other users fees will be reviewed as part of the annual User Fee's By-law review. Permit fees could be increased in a manner that would better offset enforcement costs. Finally, the proposed by-law contains streamlined enforcement procedures which should aid in the overall enforcement of the by-law, especially as it relates to portable sign enforcement.

4. Portable Sign Regulations – Definition of Temporary – It is noted that the revised 6-month timeframe is not in fact temporary.

As previously outlined, it is staff's opinion that the revised portable sign regulations provide an appropriate balance between managing aesthetics, and allowing businesses the opportunity to utilize this form of advertising, albeit on a temporary basis, as this signage has been designed for.

5. 'Grandfathering' of existing legal signs

The Municipal Act grants the City the authority to make the proposed by-law retroactive, thereby requiring existing legal signs to be removed if they do not adhere to the new regulations. Early on, the Committee made a

decision that the new by-law would not be retroactive, and that all legal signs could remain. Portable signage is a notable exception. Notwithstanding a phasing plan outlined below, once 2-year permits expire, portable signs will be required to adhere to the new regulations.

Tourism Sault Ste. Marie (TSSM) provided comments upon the revised portable sign regulations. It is TSSM's overall vision to create a more aesthetically appealing community. Although TSSM supports the overall direction of the signs by-law, it is their position that portable sign regulations are not restrictive enough, and the City should consider a ban on portable signs.

As mentioned throughout, portable signs are the single biggest local sign issue. Staff and the Signs By-law Committee agree that their proliferation has created significant portable sign clutter along our major commercial corridors, including the north and east 'gateways' to the community. It is staff's opinion that the proposed (revised) regulations are enforceable, and represent an appropriate balance between managing portable sign clutter while at the same time allowing businesses to utilize portable signs on a temporary basis.

Phasing of Portable Sign Regulations

If Council chooses to accept and adopt the proposed signs by-law, the most significant change will be to the portable sign regulations. It is anticipated that upon adoption, prior to actual by-laws being passed, portable sign owners will attend Building Division to renew all portable sign permits for another 2 years. Administratively this may be difficult to accommodate. Furthermore, some flexibility to portable sign owners is warranted, given the significant regulatory changes that will undoubtedly result in a substantial decrease in overall portable sign numbers. It is therefore recommended, that any owners wishing to renew their portable sign permits must do so by no later than 4:30pm, Friday May 21st, 2017. All permit renewals applied for prior to May 21st will be dated to expire on May 21st, 2019.

The above noted phasing plan will only apply to legally existing portable signs, thereby, legal signs with a valid permit. Furthermore, the phasing plan will not apply to signs located within the Right of Way.

FINANCIAL IMPLICATIONS

The need for enforcement has been identified as a significant issue. Additional by-law enforcement resources and the potential for funding through fine revenue is currently being investigated. Given the phasing procedure outlined above, significant enforcement requirements are not anticipated to begin until May 2019.

STRATEGIC PLAN / POLICY IMPACT

The 'Quality of Life' Strategic Direction within the Strategic Plan aims to:

- Promote quality of life advantages
- Promote and Support Arts and Culture
- Welcome and seek out immigration
- Create vibrant downtown areas

A major goal of the Signs By-law Project has been to improve the overall aesthetics of the community. Community aesthetics relate directly to quality of life, community pride and marketability to tourists and newcomers.

Staff and the Signs By-law Committee are of the opinion that the proposed by-law will result in new signage which complements existing development and sign clutter, while at the same time providing businesses with a balanced opportunity to advertise their goods and services in a manner that contributes to the overall aesthetics of the community.

SUMMARY

The adoption of the new signs by-law represents a significant opportunity to improve the overall aesthetics of the community, especially as it relates to the proliferation of portable signs currently cluttering our major commercial corridors. Although the proposed changes to portable signage may be unsettling to portable sign companies and some business owners, reducing portable sign clutter represents a fairly easy, swift way to significantly improve the aesthetics of our commercial corridors. The recommended phasing approach will grant portable sign owners and users more than 2 years to adapt. One option for business owners, especially on properties with multiple tenants, is to invest in a permanent ground sign with a digital or manual readerboard, to augment their reduced ability to permanently advertise on portable signs. It is both staff and the Committee's position that the revised regulations are enforceable, and represent an appropriate balance.

Subject of Report

2017 02 06

Page 14.

RECOMMENDATION

Resolved that the Report of the Senior Planner dated 2017 02 06 concerning the new Comprehensive Signs By-law be received and that Council approve the proposed by-law in principle, and that Legal Department be directed to prepare the appropriate by-law(s) for Council's February 21, 2017 meeting.

Respectfully submitted,



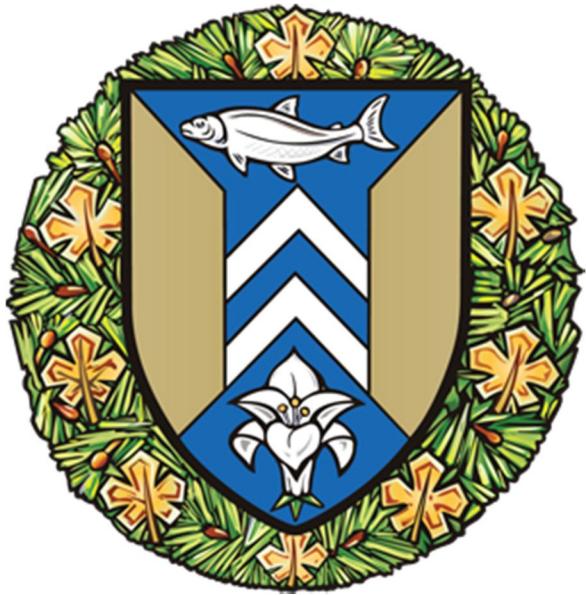
Peter Tonazzo, RPP
Senior Planner
705.759-2780
p.tonazzo@cityssm.on.ca

PT

Attachments



THE CITY OF SAULT STE MARIE



DRAFT SIGN BY-LAW



TABLE OF CONTENTS

1	SCOPE OF BY-LAW.....	4
1.1	Short Title of By-law.....	4
1.2	Purpose of the By-law.....	4
1.3	Legislative Authority.....	4
1.4	Area of Applicability	4
1.5	Compliance with By-law.....	5
1.6	Contents of By-law	5
1.7	Lawful Non-Complying Signs	5
1.8	Relation to Other Government Requirements & Compliance with Other Restrictions	5
2	INTERPRETATION OF BY-LAW	5
2.1	Measurements and Dimensions.....	5
2.2	Definitions	5
3	DEFINITIONS.....	6
4	ADMINISTRATIVE PROVISIONS.....	13
4.1	Enforcement.....	13
4.2	Permit Requirement.....	13
4.3	Application Requirement.....	13
4.4	Application Fees Refund.....	14
4.5	No Application Fees Refund	14
4.6	Permit Refusal.....	14
4.7	Permit Revocation	14
4.8	Public Authorities.....	14
4.9	Signs Near Provincial Highways	14
4.10	Permit Expiry.....	14
4.11	Ontario Building Code.....	15
4.12	Signs Not Requiring a Permit.....	15
4.13	Signs Exempt from this By-law.....	15
5	ENFORCEMENT PROVISIONS	15
5.1	Compliance Requirement	15
5.2	Removal of Illegal Signs on Public Property	15
5.3	Notice to Owners of Illegal Signs	16
5.4	Removal of Illegal Signs	16
5.5	Impound of Illegal Signs.....	16
5.6	Cost Recovery for Removing Illegal Signs.....	16
5.7	Provincial Offence	16
6	PROHIBITIONS	16
6.1	Prohibited Signs	16
6.2	Prohibited Locations	17
7	GENERAL PROVISIONS FOR ALL SIGNS.....	17
7.1	Signs Permitted on Buildings Within a Road Allowance.....	17
7.2	Existing Legal Signs	17
7.3	Illumination – Light Trespass	17
7.4	Maintenance and Good Repair	17
8	PERMITTED SIGNS	18



8.1	Permitted Signs	18
8.2	Sign Districts	18
8.3	Sign Tables	18
9	SPECIFIC SIGN REGULATIONS	24
9.1	A-Frame Signs	24
9.2	Awning or Canopy Signs.....	24
9.3	Banner Signs.....	24
9.4	Billboard Signs	24
9.5	Community Event Signs.....	25
9.6	Digital Signs	25
9.7	Electronic Message Board Signs	26
9.8	Flag Signs	26
9.9	Ground Signs	26
9.10	Off-Premises Directional Signs	27
9.11	Overhanging Signs	27
9.12	Portable Signs	27
9.13	Wall Signs	28
10	VARIANCES AND AMENDMENTS	28
10.1	Variances	28
10.2	Variance Applications	28
10.3	Variance Approval Authority.....	28
11	SEVERABILITY	28
12	REPEAL OF PRIOR BY-LAWS	29
12.1	The following by-laws are repealed:	29
13	EFFECTIVE DATE	29
13.1	This By-law takes effect on the day of its final passing.	29



THE CORPORATION OF CITY OF SAULT STE. MARIE

By-law 2017 -

Being a by-law for regulating or prohibiting signs and other advertising devices.

WHEREAS Section 99 of the Municipal Act, S.O. 2001, Chapter 25, provides that municipalities may pass by-laws respecting advertising devices, including signs;

WHEREAS Section 425 of the Municipal Act, S.O. 2001, Chapter 25, provides that municipalities have the authority by by-law or otherwise to direct or require that a matter or thing be done, and that municipalities may require that, in default of this being done by the person directed or required to do it, such matter or thing shall be done at the person's expense;

WHEREAS Section 391 of the Municipal Act, S.O. 2001, Chapter 25, provides that municipalities may pass by-laws imposing fees or charges for services or activities provided;

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

1 SCOPE OF BY-LAW

1.1 Short Title of By-law

This By-law and any amendments thereto shall be known as the "Sault Ste. Marie Sign By-law."

1.2 Purpose of the By-law

This By-law regulates private and public *signs* placed on lands, *buildings*, and other *structures* within the corporate limits of the City of Sault Ste. Marie for the purpose of;

- a. Protecting and enhancing the aesthetic qualities and visual character of the City of Sault Ste. Marie.
- b. Providing for signs whose characteristics are appropriate to their use and function.
- c. Preventing signs that impact the safety of pedestrians or motorists.
- d. Balancing opportunities for *business* expression with the interests of the Sault Ste. Marie public and community.

1.3 Legislative Authority

This By-law is passed by the Corporation of Sault Ste. Marie pursuant to the provisions of the Municipal Act, as amended.

1.4 Area of Applicability

This By-law applies to the lands in the City of Sault Ste. Marie.



1.5 Compliance with By-law

No person shall hereafter erect or display a *sign* except in conformity with the provisions of this By-law.

1.6 Contents of By-law

All references in the By-law to sections, regulations, exceptions, tables, figures, schedules and maps, refer to those in this By-law unless otherwise indicated.

1.7 Lawful Non-Complying Signs

The provisions of this By-law shall not apply to a *sign* or the use of an existing *sign* that was lawfully erected on or before the day this By-law comes into force if the *sign* is not substantially *altered* and the maintenance and repair of the *sign* or a change in the message displayed is deemed not in itself to constitute a substantial *alteration*.

1.8 Relation to Other Government Requirements & Compliance with Other Restrictions

This By-law shall not be construed so as to reduce or mitigate restrictions or regulations for any *signs* that are lawfully imposed by the *Municipality*, or by any governmental authority having jurisdiction to make such restrictions or regulations.

Compliance with this By-law does not relieve a *property owner* or authorized agent from complying with the requirements of:

- a. The Ontario Building Code.
- b. Any federal, provincial, or municipal legislation.

2 INTERPRETATION OF BY-LAW

2.1 Measurements and Dimensions

All measurements and dimensions in this By-law are expressed in metric.

2.2 Definitions

Terms defined in this By-law are italicized for the purposes of convenience only. If a term defined by this By-law is not italicized, the definitions provided by the By-law shall apply when consistent with the context.



3 DEFINITIONS

The terms set out below shall have the following meanings:

“ADVERTISE” means to call attention to something for the purpose of making it known to the public.

“AGRICULTURAL” means an establishment that is primarily engaged in general farming, which includes the breeding, rearing, and grazing of livestock, including beekeeping, poultry, fowl, and fur-bearing animals, the general cultivation of land and associated production, conditioning, processing, and storing of field crops, fruits, vegetable, and horticultural crops, and the selling of such produce on the premises.

“ALTER” means any change to a *sign* including the removal and replacement of the *sign*, the addition, removal or rearrangement of parts of the *sign*, but excluding the changing of *copy* or the replacement of parts of the *sign* with similar parts for maintenance purposes. Alteration shall have the same meaning as *alter*.

“ATTIC” means an unusable or uninhabitable area of a *building* situated between the top of the ceiling support and the roof support.

“AWNING” means roof like structure comprised of material stretched on a frame that serves as a shelter above an entrance or window.

“BASEMENT” means any area below the *first storey* where at least one half of the height from floor to ceiling is above *established grade*.

“BED AND BREAKFAST” means premises primarily engaged in providing short-term lodging in a private home or in a small building converted for this use. This type of accommodation is characterized by a highly personalized service, and inclusion in the room rate of a full breakfast, served by the owner who resides in the building.

“BUILDING” means a *structure* used for the shelter, accommodation or enclosure of persons, animals, goods, materials or equipment that is supported by columns or walls, has one or more floors, is covered by a roof and is permanently affixed to the land.

“BUSINESS” means an establishment in which one or more persons are employed in conducting, managing, or administering an endeavor or means of livelihood. The term *business* includes the administrative offices of a government agency, a non-profit organization, or a charitable organization.

“CANOPY” means any *structure* which projects from the exterior face of a *building* wall and extends across part or all of that exterior face of a *building* wall or is a self-supporting unenclosed *structure*.

“CELLAR” means a storey where more than one half of the height between the floor and ceiling or floor joists, is below *established grade*. A *cellar* shall not be considered in determining the number of permissible *storeys*.



“CHARITABLE ORGANIZATION” means an association of *persons* that has charitable status under the laws of Ontario or Canada.

“COMMUNITY ASSOCIATION” means a group of *persons* organized for the advancement of activities of a civic, social, cultural or recreational nature and whose activities are not conducted for monetary profit.

“CONSERVATION AUTHORITY” means a conservation authority established under the Conservation Authorities Act and having jurisdiction in Sault Ste. Marie.

“COPY” means the wording, letters, numerals, graphics, logos, and artwork of a *sign*, on the display surface and is either permanent or removable.

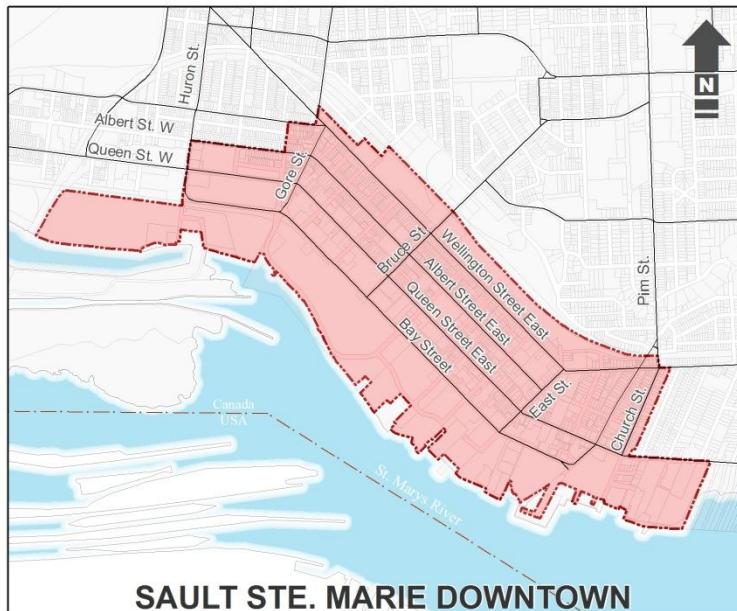
“COUNCIL” means the *Council* of the Corporation of Sault Ste. Marie.

“DISPLAY SURFACE” means the surface of the *sign*, upon, against, or through which the *copy* of the *sign* is displayed.

“DOWNTOWN, THE” means the boundaries of Downtown Sault Ste. Marie as illustrated in Figure 1 and described as all properties bounded by or with a *street line* on:

- a. The North: Wellington Street, including properties on Bruce Street south of Huron Central Railway;
- b. The East: Church St, Queen Street East, the east lot line of the hospital lands;
- c. The South: St. Mary’s River waterfront;
- d. The West: North Street, Cathcart Street, Andrew Street, Albert Street West, Huron Street, the former St. Mary’s Paper property.

Figure 1: The Downtown





“DRIVEWAY” means that portion of a *lot* designed to provide *motor vehicle* access from the lot to the traveled portion of the *street, private road or lane*.

“ERECT” means display, attach, affix, post, *alter*, construct, place, locate, install or relocate.

“ESTABLISHED GRADE” means the average elevation of the finished surface of the ground where it meets the exterior face of a *building or structure*, exclusive of any wells providing light or ventilation.

“FAÇADE” means the first storey of the exterior wall of a *building* facing a *street* or *private road*.

“HEIGHT” means the vertical distance from the *finished grade* below the *sign* to the highest physical point of the *sign*.

“HOME BASED BUSINESS” means an occupation or business activity that results in a product or service, and is conducted in whole or in part within a dwelling unit or accessory building and which is a subordinate use to the residential use of a dwelling unit.

“ILLUMINATED” with reference to a *sign* means the *sign* is lit up by means of an artificial light source located within, on or external to the *sign*.

“INSPECTOR” means any Municipal Law Enforcement Officer or other *person* appointed by *Council* pursuant to a by-law.

“LANE” means a *road* owned by the Municipality that provides either the primary access to abutting *lots* or the secondary access to abutting *lots* where the primary access/frontage is available from a *street*. The term *lane* shall not include a *street*.

“LOT” means a parcel of land registered at the Algoma Land Registry Office #1 as not more than one parcel of land.

“LOT LINE” means any boundary of a *lot* or the vertical projection thereof.

“MOTOR VEHICLE” means an automobile, truck, motorcycle, motor assisted bicycle and any other vehicle propelled or driven by other than muscular power.

“MUNICIPALITY” means the Corporation of Sault Ste. Marie.

“MUNICIPAL AGREEMENT” means an agreement made with the Corporation of Sault Ste. Marie.

“MURAL” means a painting, illustration, or decoration applied to a free standing *sign* or the exterior wall of a *building* and that is otherwise not a *sign* as defined by this By-law.



“OWNER” means the registered *owner* of the *premises* upon which any *sign* or *sign structure* is located, or any *person* described on a *sign* or whose name or address or telephone number appears on the *sign*, or who has installed the *sign*, or who is in lawful control of the *sign*, or who benefits from the message on the *sign*, and for the purposes of this By-law there may be more than one *owner* of a *sign*.

“PERMANENT” means physically existing or continuing indefinitely in a space, location, or place. Permanently shall have the same meaning as *permanent*.

“PERMITTED” means permissible by this By-law.

“PERSON” means, but is not limited to an individual, sole proprietorship, partnership, association, or corporation and any other entity to which the context can apply according to the law.

“PREMISES” means a *lot*, *property* or a *building* or a part of a *lot*, *property* or *building*.

“PRIVATE ROAD” means a *road*, the fee simple of which is owned by a *person*, that is subject to one or more easements registered against title in favour of one or more abutting *lots* to which the easements are appurtenant. Such easements entitle the owners of the *lots* to use the *private road* for the purposes of access to and from the *lots*. The term *private road* includes a *private road* shown on a registered plan of condominium plan but does not include a *right-of-way*, a *street* or a *lane*.

“PROPERTY” means a parcel of land having specific boundaries, which is capable of legal transfer.

“PROVINCE” means the *Province* of Ontario. Provincial shall have the same meaning as *Province*.

“PUBLIC AUTHORITY” means any department or agency of Sault Ste. Marie, a *conservation authority*, the Government of Ontario, or the Government of Canada.

“RIGHT-OF-WAY” means an area of land on which has been created and registered against the title of the *lot* on which it is located, perpetual easements appurtenant to one or more *lots* to a *street*. The term right-of-way shall not include a *private road*.

“ROAD ALLOWANCE” shall have a corresponding meaning to that of a *street*.

“SIGN” means any visual medium used to convey information by way of words, pictures, images, graphics, emblems, or symbols, or any device used for the purpose of providing direction, identification, advertisement, *business promotion*, or the promotion of a *person*, product, activity, service, event or idea.

“SIGN, A-FRAME” means a freestanding *temporary sign* with no more than two faces joined at the top of the *sign* that is intended for *temporary use* during the hours of the *business* to which it applies and that is constructed in a manner and of materials such that it can be placed and moved manually by a *person* without mechanical aid.



“SIGN, ABANDONED” means a *sign* which is located on a *premises* which becomes vacant and unoccupied for a period of 90 days or more, or any *sign* that pertains to a *business*, occupancy that no longer exists at the *premises*, or that pertains to a time, event, or purpose that no longer applies.

“SIGN AREA” means:

- a. in the case of a *sign* having one *display surface*, the area of the *display surface*;
- b. in the case of a *sign* having two *display surfaces*, which are separated by the thickness of the *sign structure* and the thickness is not used as a *display surface*, the area of one *display surface*;
- c. in the case of a free standing number, letter, picture, image, graphic, emblem, symbol, or shape, the smallest rectangle which will enclose the number, letter, picture, image, graphic, emblem, symbol, or shape.

“SIGN, AWNING” means a *sign* on a retractable or stationary structure, covered with fabric or a like material that is attached and projects from the exterior wall of a *building*, often located over a door or window, and may provide shade or other protection from the elements.

“SIGN, BANNER” means a *sign* made from cloth, plastic, or a similar light weight, non-rigid material.

“SIGN, BILLBOARD” means an off *premises* *ground* or *wall sign* erected and maintained by a *person*, or *business* engaged in the sale or rental of the space on the *sign* to a client for the purpose of *advertising* a *business*, goods, or services not necessarily sold, offered, or conducted on the *premises* where the *sign* is located.

“SIGN, CANOPY” means a *sign* which is contained within or affixed to the surface of a *canopy* and which does not project beyond the limits of the surface of the *canopy*.

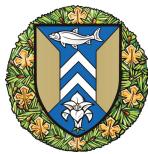
“SIGN, CHANGEABLE COPY” means that part of a *ground sign* composed of letters and characters intended to convey a temporary message and which is capable of changing the message mechanically or electronically.

“SIGN, COMMUNITY EVENT” means a *temporary sign* advertising events conducted or sponsored by *charitable organizations* or *community associations*.

“SIGN, CONTRACTOR” means a *sign* which identifies a trade or company undertaking renovations or construction at the property where the sign is located.

“SIGN, DIGITAL” means a *sign* which is remotely changed on or off site and incorporates a technology or method allowing the information displayed on the *sign* to be changed without physically or mechanically replacing the *display surface* or its components.

“SIGN, DIGITAL FUEL PRICE” means a *digital sign* used in association with the retail sale of fuels which displays only the current price of fuel sold on the premises.



“SIGN, DIRECTIONAL” means a sign erected on a property to identify an entrance, exit, or area for the purpose of directing persons and/or regulating the movement of traffic or pedestrians on a property. Such *signs* shall not be utilized for the purpose of *advertising a business or service* available either on-site or off-site.

“SIGN, ELECTION” means a *temporary sign advertising* any political party or candidate participating in the election for public office.

“SIGN, ELECTRONIC MESSAGE BOARD” means a *changeable copy sign* which has messages displayed by electronic means. Such signs are only capable of displaying text.

“SIGN, GROUND” means a *sign permanently affixed to the ground by one or more self-supporting poles or supported by a free-standing structure*.

“SIGN, FLAG” means a *sign*, usually constructed of cloth or another lightweight material, affixed to the ground, which *advertises* a good or service.

“SIGN, FREESTANDING” means a *sign supported upon the ground*.

“SIGN, HEIGHT” means the vertical distance from the average ground elevation at the base of a *freestanding sign* to the highest point of the *sign*.

“SIGN, HOME BUSINESS” means a *ground or wall sign located on the premises of a home based business*.

“SIGN, PORTABLE” means a *temporary sign* which is not permanently affixed to the ground or to any *structure*, and is typically designed for the rearrangement of copy on the *sign's display surface*, and which is capable of being readily moved from place to place.

“SIGN, OFF-PREMISES DIRECTIONAL” means a *sign providing directions to the location of a business or service that is located elsewhere*.

“SIGN, OVERHANGING” means a sign not directly supported from the ground but generally erected perpendicular to a supporting building wall, but shall not be a wall sign as defined in this By-law.

“SIGN, PERMANENT” means a *sign permanently erected on or affixed to a premises*.

“SIGN, PERSONAL” means a *temporary sign used for a personal announcement or congratulatory message which is located on a property zoned for residential uses*.

“SIGN, PUBLIC USE” means a *sign erected by or under the jurisdiction of a Public Authority*.



“SIGN, REAL ESTATE” means a *sign* located on a *property* for the purpose of announcing the sale, lease, or rental of such *property* or *building* or part of a *building* located thereon.

“SIGN, REAL ESTATE OPEN HOUSE DIRECTIONAL” means a *temporary sign* providing directions to a residence that is offered for sale and where an open house is being conducted.

“SIGN, ROOF” means a *sign* the entire face of which is above the lowest point at which the roof meets the *building*.

“SIGN, SUPPORT STRUCTURE” means the framework, bracing and support of a *sign*.

“SIGN, TRAFFIC CONTROL” means a *sign* erected under the jurisdiction of the Highway Traffic Act or the manual of Uniform Traffic Control Devices for the purpose of regulating traffic on *streets*.

“SIGN, VEHICLE/TRAILER” means a *sign* which is painted on or affixed to a *motor vehicle* or trailer which is parked and visible from a public *right-of-way* and its intended use is as a *sign*, unless said vehicle or trailer is used in the normal day-to-day operation of the *business*.

“SIGN, WALL” means a *sign* which is painted on or *permanently* affixed to a single wall of a *building* or *structure*.

“SIGN, WINDOW” means a *sign* placed, painted, etched or attached to the surface of a window facing the outside and intended to be primarily visible from a *street* or parking area.

“STOREY” means the horizontal division of a *building* from a floor to a ceiling, excluding an *attic*, *basement* or *cellar*, or other area that is unusable by virtue of its inaccessibility.

“STOREY, FIRST” means the *storey* of a *building* or *structure* with a finished floor level situated closest to the *established grade*.

“STREET” means a road or public highway under the jurisdiction of the City or the Province of Ontario that is maintained so as to allow normal use by *motor vehicles*, or a road or public highway located within a registered plan of subdivision that has not yet been assumed by a public authority. The term *street* shall not include a *lane*. The term *street* includes the *total right-of-way*, inclusive of the travelled portion of the roadway, sidewalks and any utilities.

“STREET LINE” means a *lot line* dividing a *lot* from a *street*, *private road* or *lane*.

“STRUCTURE” means anything that is *erected* or *constructed* of parts joined together, and fixed to or supported by the soil or any other *structure*.



“TEMPORARY” means intended to be used for a limited amount of time, not permanent.

“USE” means the *use* of land, a *building*, or *structure*, as permitted in the Municipality’s zoning by-laws and as identified in the Tables of this By-law.

“VISIBILITY TRIANGLE” means a triangular-shaped area of land abutting a *lane*, *street* or *private road* that is required to be kept free of obstructions that could impede the vision of a pedestrian or the driver of a *motor vehicle* exiting onto or driving on the *lane*, *street* or *private road*.

A *visibility triangle* shall be determined as follows:

- i) The *visibility triangle* shall be the area enclosed by each of the *street lines* measured to a point 9 metres back from the intersection of the *street lines* or the projections thereof, and a diagonal line drawn between these two points;
- ii) In *The Downtown*, The Traditional Commercial Zone, or where there is a fully signalized *street* intersection, the *visibility triangle* is 5 metres back from the intersection of the *street lines* or the projections thereof, and the diagonal line drawn between these two points;
- iii) The *visibility triangle* from a driveway, *lane*, or *right-of-way* shall be the area enclosed by the line along the limits of the driveway and the *street line* measured to a point 3 metres back from the intersection of the *street lines* and the limit of the driveway, *lane*, or *right-of-way* and a diagonal line drawn between these two points.

“ZONE” means a designated area of land *use* shown on any schedule of the Municipality’s zoning by-laws as enacted and amended by the *Municipality* pursuant to the Planning Act.

4 ADMINISTRATIVE PROVISIONS

4.1 Enforcement

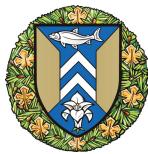
The Chief Building Official of the *Municipality* shall be responsible for the administration and enforcement of this By-law.

4.2 Permit Requirement

Except for *signs* otherwise exempted in this By-law from the requirement for a permit, no person shall erect, keep, or maintain a *sign* on any *premises* unless a permit is obtained from the *Municipality* prior to the erection or display of the *sign*.

4.3 Application Requirement

Every *person* applying for a *sign* permit shall apply on the application form or forms as may be prescribed by the *Municipality* and shall submit the required plans and information and pay the applicable fees.



4.4 Application Fees Refund

The *Municipality* shall refund the fees paid for a *sign* permit where the applicant in writing requests a refund and the *Municipality* has not commenced its review of the permit application for compliance with this By-law.

4.5 No Application Fees Refund

There shall be no refund of fees where:

- a. The *Municipality* has issued the permit as the result of false, mistaken, incorrect, or misleading information, statements, or undertakings on the application; or,
- b. The *sign* for which the permit application is made, has been erected, located, or displayed prior to the issuance of the permit; or
- c. The *Municipality* has already undertaken the review.

4.6 Permit Refusal

A permit shall be refused if the proposed *sign* does not comply with this By-law and all other applicable laws.

4.7 Permit Revocation

A permit may be revoked where the permit was issued as the result of false, mistaken, incorrect, or misleading information, statements, or undertakings on the application.

4.8 Public Authorities

Where a sign is subject to the regulations of a public authority other than the *Municipality* by virtue of the *sign's* location or type:

- a. An applicant for the sign shall provide the *Municipality* with the written permission of the *public authority* having jurisdiction prior to making an application to the *Municipality* for a permit; and,
- b. Approval of the sign by a *public authority* does not exempt the *sign* from complying with the provisions of this By-law.

4.9 Signs Near Provincial Highways

Despite any other provision of this By-law, where a *sign* is located within 400 metres of a *Provincial highway*, the approval of the Ministry of Transportation may be required for the erection of the *sign*.

4.10 Permit Expiry

Every permit issued by the *Municipality* for a permanent *sign* shall expire six (6) months from the date of issuance unless the *sign* is erected for its intended purpose and the permit shall become null and void upon the removal of the *sign*.

Where a permit has been issued for a permanent *sign* and before it has expired, a written request may be made to the Chief Building Official to extend the permit for a further six (6) months.



4.11 Ontario Building Code

Nothing in this By-law shall exempt a person from the requirement to obtain a building permit where the Ontario Building Code Act requires a building permit for the *sign* proposed to be erected.

4.12 Signs Not Requiring a Permit

No permit is required to erect the following signs, provided the signs otherwise comply fully with the provisions of this By-law:

- a. *Home based business sign*
- b. *Contractor sign*
- c. *Real estate sign*
- d. *Real estate open house directional sign*
- e. *Personal sign*
- f. *A-Frame sign*
- g. A sign having a sign area less than 650cm²
- h. *A community event sign*
- i. A sign advertising the sale of seasonal agricultural produce
- j. The replacement of sign content or messaging, so long as the sign size and structure is not altered in any way.

4.13 Signs Exempt from this By-law

The following *signs* shall be exempt from the provisions of this By-law:

- a. A sign erected for the purpose of public safety
- b. *Election signs*
- c. Flags or emblems of patriotic, civic, educational or religious organizations
- d. Commemorative plaques or cornerstones that do not advertise
- e. Murals that do not advertise
- f. A sign erected by a non-profit agricultural society for an event or fair it operates
- g. A sign erected at a market operated by a non-profit agricultural society
- h. A temporary sign associated with a sidewalk sale operated within *The Downtown*.
- i. Off-site directional signage erected by a public authority for the purposes of providing directions to tourist attractions and major public facilities.

5 ENFORCEMENT PROVISIONS

5.1 Compliance Requirement

It shall be the duty of every person who *erects*, uses, maintains or causes a *sign* to be erected, used or maintained to ensure that the *sign* complies with all the provisions and requirements of this By-law.

5.2 Removal of Illegal Signs on Public Property

A *sign* erected in contravention of any provision of this By-law may be removed by the *Municipality* immediately and without notice if such sign, unless otherwise authorized, is



located wholly or partially on or over a *road allowance* or on any other lands owned by or under the jurisdiction of the *Municipality*.

5.3 Notice to Owners of Illegal Signs

The *Inspector* may cause a notice to be sent to any owner of a *property*, *sign* or both, by means of mail or hand delivery where any *sign* is found to be in contravention of any provision of this By-law.

5.4 Removal of Illegal Signs

Any *sign* found in contravention of any provision of this By-law may be removed by the Inspector or any *person* directed by him/her, without notice and such *sign* may be disposed of or impounded at the discretion of the *Inspector*.

5.5 Impound of Illegal Signs

Any *sign* impounded by the *Municipality* shall be held for a period of thirty (30) calendar days from the date of the sign being impounded and at 12:01 a.m. of the thirty first (31st) day the *sign*, if not released to the *owner* upon payment of the expenses incurred by the *Municipality*, may be disposed of in a manner at the discretion of the *Inspector*, without compensation or notice to any *person*.

5.6 Cost Recovery for Removing Illegal Signs

The reasonable expense as determined by the *Inspector* for the removal and disposal of any *sign* removed by the *Municipality* shall be the responsibility of the *sign's owner* and such costs are recoverable under the authority of the Municipal Act, 2001, as amended, and shall be collected in the same manner as taxes.

5.7 Provincial Offence

Every *person* who fails to comply with any provision or requirement of this By-law shall be guilty of an offence and liable to a fine as prescribed by the Provincial Offences Act.

6 PROHIBITIONS

6.1 Prohibited Signs

No *person* shall *erect* or maintain any of the following *signs*:

- a. A *sign* located on *premises* which does not specifically identify or *advertise* a business, service, or occupant of the *premises* where it is located, unless otherwise specified in this By-law;
- b. *Roof sign*;
- c. *Vehicle/Trailer sign* on non-motorized vehicles where the purpose of the *sign* meets the definition of a *sign* under this by-law;
- d. A *sign* which may cause confusion with a *traffic control sign* or a *traffic control signal*;
- e. An *abandoned sign*.



6.2 Prohibited Locations

- a. No person shall erect a *sign* within any *road allowance* other than a *sign* installed by *Municipal* agreement, a *real estate open house directional sign*, a *community event sign* or a *sign* otherwise permitted by this By-law;
- b. No *sign* or *sign structure* shall be located in a manner which, in the opinion of the *Inspector*, impedes the necessary view of a pedestrian or motorist;
- c. No *sign* shall be located within a *visibility triangle*;
- d. No person shall locate a *sign* which obstructs or impedes any fire escape, fire exit or door, any window required for natural ventilation or natural lighting or required as an emergency escape, or a fire fighter's access panel or skylight, or so as to prevent or impede free access from or to any part of a *building*;
- e. No person shall erect a *sign* which obstructs or otherwise impedes the utilization of a parking space, loading space, *driveway* or *aisle* unless additional parking spaces or loading spaces are provided to comply with the requirements and regulations of the *Municipality*;
- f. No person shall locate a *sign* which obstructs or impedes the functioning of any flue or air intake, or any exhaust system;
- g. No person shall nail, screw, tape or otherwise fasten a *sign* to a tree or utility pole;
- h. No person shall erect a *sign* that has a *height* greater than 0.75 metres within 3 metres of any *road allowance* where the *sign* may impede the visibility of an access from any improved public *street* to any *lot*.

7 GENERAL PROVISIONS FOR ALL SIGNS

7.1 Signs Permitted on Buildings Within a Road Allowance

In the event an existing *building* is located within a *road allowance*, *signs* are permitted on the *façade* of the *building* within the *road allowance* subject to complying with all the provisions of this By-law.

7.2 Existing Legal Signs

In the event a *sign* that is lawfully erected on the day this By-law comes into force is altered or removed, all applicable provisions of this By-law shall apply.

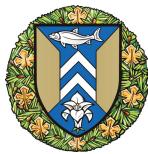
7.3 Illumination – Light Trespass

Where a *sign* is *illuminated*, the *sign* and source of *illumination* shall be designed and located so as to prevent light trespass beyond the *sign support structure* and the *display surface area* of the *sign*.

7.4 Maintenance and Good Repair

A *sign* and *sign structure* shall be kept in good repair at all times and maintained without any visible deterioration of the *sign* or *sign structure*.

A *sign* and *sign structure* shall be maintained in compliance with this By-law and any other By-law that contains requirements for the upkeep and maintenance of *signs*.



8 PERMITTED SIGNS

Section 8 and Section 9 of this By-law are interdependent and shall be read together.

8.1 Permitted Signs

If a *sign* is specifically defined in this By-law but not listed as a permitted sign in any Table to this By-law or section of this By-law, then the *sign* shall not be permitted.

A *sign* that is listed as being permitted shall only be permitted if it satisfies all applicable provisions of this By-law.

8.2 Sign Districts

For the purposes of this By-law, the following Sign Districts are established by reference to the zone categories as set out in the Municipality's Zoning By-law and are identified in the Tables to this By-law

RES	Residential Zone Categories: R1, R2, R3, R4, R5, R6, EM, RP
IND	Industrial Zone Categories: M1, M2, M3
COM	Commercial Zone Categories: C1, C2, CT2, C3, C4, C5, HZ
INS	Institutional Zone Categories: I, AIR, PR
RA	Rural Area Zone Categories: RA, REX

8.3 Sign Tables

The Tables to this By-law identify the type of *sign* permitted on a *property* and the regulations applicable to a *sign*.

The *sign* types listed in Column 1 of Table 1 to Table 5 inclusive below, shall be subject to the provisions in Column 2 to Column 5 inclusive and all other applicable provisions of this By-law.



TABLE 1
RES – RESIDENTIAL SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>Home Based Business Sign</i>	1 non-illuminated ground or wall sign	0.2 m ²	1.2 m	N/A
<i>Real Estate Sign</i>	1 per street line	1.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	2	0.6 m ²	1.2 m	N/A



TABLE 2
IND – INDUSTRIAL SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>Awning or Canopy Sign</i>	N/A	50% of the area of the awning or canopy	N/A	9.2
<i>Banner Sign</i>	1	10.0 m ²	N/A	9.3
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	N/A
<i>Electronic Message Board</i>	1 as part of a ground sign	30% of the maximum sign area of a <i>ground sign</i>	N/A	9.7
<i>Ground Sign</i>	1 m ² for each 200 m or less of the <i>street line</i> of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.8
<i>Portable Sign</i>	Refer to Section 9.9	5.0 m ²	2.5 m	9.12
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	1 per <i>street line</i>	0.6 m ²	1.2 m	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.13



TABLE 3
COM – COMMERCIAL SIGN DISTRICT

Column 1 <i>Sign Type Permitted</i>	Column 2 <i>Number of Signs</i>	Column 3 <i>Maximum Sign Area</i>	Column 4 <i>Maximum Sign Height</i>	Column 5 <i>Section</i>
<i>A-Frame Sign</i>	1 for each 75 m or part thereof, of <i>street line</i> of a property	0.6 m ² on a public sidewalk 1.0 m ² on a lot	1.0 m	9.1
<i>Awning or Canopy Sign</i>	N/A	50% of the area of the awning or canopy	N/A	9.2
<i>Banner Sign</i>	1	10.0 m ²	N/A	9.3
<i>Digital Sign</i>	1	<i>Billboard:</i> 20 m ² <i>Ground Sign:</i> 7.5 m ² <i>Wall Sign:</i> 15% of the <i>facade</i> area or 8 m ² , whichever is less	7.5 m	9.6
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	N/A
<i>Electronic Message Board</i>	1 as part of a <i>ground sign</i>	30% of the maximum sign area of a <i>ground sign</i>	N/A	9.7
<i>Flag Sign</i>	N/A	N/A	N/A	9.8
<i>Ground Sign</i>	1 m ² for each 200 m or less of the <i>street line</i> of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.9
<i>Overhanging Sign</i>	1	1.0 m ²	N/A	9.11
<i>Portable Sign</i>	Refer to Sec. 9.9	5.0 m ²	2.5 m	9.12
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	2 per <i>street line</i>	0.6 m ²	1.2 m	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.13



TABLE 4
INS – INSTITUTIONAL SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>A -Frame Sign</i>	1 for each 75 m or part thereof, of a <i>street line</i> of a property	1.0 m ²	1.0 m	9.1
<i>Awning or Canopy Sign</i>	N/A	50% of the area of the awning or canopy	N/A	9.2
<i>Banner Sign</i>	1	10.0 m ²	N/A	9.3
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	NA
<i>Electronic Message Board</i>	1 as part of a ground sign	30% of the maximum sign area of a <i>ground sign</i>	N/A	9.7
<i>Ground Sign</i>	1 m ² for each 200 m or less of the <i>street line</i> of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.9
<i>Portable Sign</i>	Refer to Sec. 9.9	5.0 m ²	2.5 m	9.9
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	N/A	N/A
<i>Real Estate Open House Directional Sign</i>	2	0.6 m ²	N/A	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.12



TABLE 5
RA – RURAL AREA SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	N/A
<i>Ground Sign</i>	1 m ² for each 200 m of the street line of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.9
<i>Home Based Business Sign</i>	1 non-illuminated <i>ground or wall sign</i>	0.55 m ²	1.2 m	N/A
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	2	0.6 m ²	1.2 m	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.12



9 SPECIFIC SIGN REGULATIONS

9.1 A-Frame Signs

A-Frame signs not erected for an *agricultural use* shall be erected in compliance with the following:

- a. An *A-Frame sign* shall only be used and displayed during the actual hours of operation of the *business* that it is advertising.
- b. An *A-Frame sign* shall only be used and displayed on or in front of the *premises* where the *business* it is advertising operates.
- c. No *A-Frame sign* shall be located in a manner that restricts the free and safe movement for any pedestrian, vehicle or other conveyance on any sidewalk, path, *road allowance* or *driveway*, or in a manner which impedes vision. Where *A-Frame Signs* are located upon a sidewalk, a minimum 1.5 m path of travel shall be maintained which is free and clear of any obstructions.
- d. An *A-Frame sign* shall be located no closer than 20 m to another *portable sign*, or *ground sign* erected on the same property;
- e. In no case shall a person erect an *A-Frame sign* and a *Portable sign* on a property for the same *business* at the same time.

9.2 Awning or Canopy Signs

- a. No *awning* or *canopy sign* shall be erected less than 2.5 m above *established grade* or the surface of the *road allowance* or public sidewalk;
- b. Every owner of an *awning* or *canopy sign* shall carry adequate liability insurance for any such *sign* and that insurance coverage shall also name the *Municipality* as an additional insured, where the *awning* or *canopy sign* is located over a *road allowance* in *The Downtown*;
- c. In *The Downtown*, an encroachment permit will be obtained from the *Municipality* for the installation of *signs* overhanging the *road allowance*, if required.

9.3 Banner Signs

- a. No person shall display a *banner sign* for more than two periods of 90 consecutive days in one calendar year.

9.4 Billboard Signs

- a. *Billboard signs* shall be erected only in the areas designated in Schedules “A-1, A-2, and A-3” to this By-law;
- b. Not more than 25 *billboard signs* are permitted to be located in *The Downtown*;
- c. No *billboard sign* shall be erected on a fence;
- d. No *billboard sign* shall be erected less than 75 m from a residential zone;



- e. No *billboard sign* shall be erected less than 100 m from another *billboard sign*;
- f. No *billboard sign* shall be erected within a setback required by a *zoning by-law* between a *building* and a *lot line or street*.

9.5 Community Event Signs

- a. A *community event sign* may be erected on *private property* with the consent of the *owner*.
- b. A *community event sign* may be erected on a *property owned by the Municipality* or on the untraveled portion of a *road allowance* with the approval of the *Municipality* and subject to any conditions or requirements imposed by the *Municipality*.
- c. A maximum of one *community event sign* may be erected on a *private property*.
- d. No *community event sign* shall exceed 5.0 m² in area.
- e. *Community event signs* are permitted to be erected for not more than 30-days prior to the *advertised event*, and shall be removed within 24 hours after the event.

9.6 Digital Signs

- a. *Digital signs* shall not:
 - i. Display any visible effects including but not limited to motion, dissolving, fading, flashing, intermittent or blinking light, scrolling or the illusion of such effects;
 - ii. Emit sound or be interactive in any way;
 - iii. Take the form of a *portable sign*;
 - iv. Display *sign copy* that *advertises* a *business*, goods, products, or services not necessarily sold or offered or conducted on the *property* unless it is a *billboard*.
- b. The *sign copy* of a *digital sign* shall be displayed continuously in a static manner without animation and without any change or any visual effects for not less than 15 seconds.
- c. Any change from one message to another in the *sign copy* of a *digital sign* shall:
 - i. Be completed in 0.25 seconds or less;
 - ii. Involve the change of the entire *sign copy*;
 - iii. Not include a partial, incremental or sequential change of *sign copy*.
- d. *Digital signs* shall:
 - i. Be equipped with an operating automatic light sensor that is set to control the brightness of the *digital sign* so its brightness does not exceed 3.23 lux (0.3 foot candles) above ambient light levels as measured at a distance from the *sign* based on the following calculation:
 - a. Measurement distance is equal to the square root of the sign area multiplied by 100.
 - ii. In no case create undue glare as determined by the *Inspector*.
 - iii. Be designed and operated to cease its operation and display of *sign copy* in the event of a malfunction.
 - iv. Provide a minimum clearance of 3.0 metres above *established grade*.



- e. Any *digital sign* that is located within 100 metres of a signalized intersection or 50 metres of a non-signalized intersection of two *streets* or a railway crossing (measured from the centre of the intersection to the nearest point of the *sign's display surface*) shall submit a safety review completed by a qualified Professional Engineer to the satisfaction of the *Municipality*.
- f. The safety review referred to above shall assess if the digital sign is appropriate at the proposed location. The assessment shall be based on but not limited to the following:
 - i. Crash and accident history;
 - ii. Traffic and pedestrian volumes;
 - iii. Current and expected driver workload;
 - iv. The relative geometric complexity of the roadway and intersection.
- i. The safety review shall identify any mitigating measures that will reduce potential risks identified by the review and assessment.
- g. A *window sign* that is also a digital sign shall have a maximum *sign area* equal to 50% of the total window area to a maximum sign area of 2.0 m².
- h. A *sign* projected onto a *building, structure* or surface is also a *digital sign* and shall require the written approval of the Planning Director prior to the issuance of a *sign permit*.
 - i. If the application is denied, the applicant may appeal the decision to City Council
- i. A *digital fuel price sign* shall:
 - i. Be located on the same *property* as the fuel sales *use* and not exceed two *digital fuel price signs*;
 - ii. Not exceed 0.5 square metres in *sign area*.

9.7 Electronic Message Board Signs

- a. The minimum display time for any electronic message, without movement or change in colour, shall be 30 seconds, and the intensity of the illumination shall be maintained at a constant level.
- b. The *electronic message board sign* shall not display any visible effects including but not limited to motion, fading, dissolving, flashing, intermittent or blinking light, scrolling or the illusion of such effects.

9.8 Flag Signs

- a. No person shall display a *flag sign* for more than two periods of 21 consecutive days in one calendar year.

9.9 Ground Signs

- a. No person shall erect a *ground sign* less than 1.0 metre from a *street line*.
- b. A maximum of 30% of the permitted *sign area* of a *ground sign* may consist of a *changeable copy sign*.



9.10 Off-Premises Directional Signs

A *temporary off-premises directional sign* providing directions to the seasonal sale of produce may be located on the untraveled *road allowance* provided the *sign* is *located* in a manner that does not restrict the free and safe movement for any pedestrian, vehicle or other conveyance on the *road allowance* and in no manner impedes the visibility of a *driveway*.

9.11 Overhanging Signs

- a. An *overhanging sign* shall only be *erected* on *premises* located within the boundaries of the *Downtown* and on *properties* with a *street line* on Queen Street or Gore Street;
- b. No *overhanging sign* shall be *erected* less than 2.5 metres above *established grade* or the surface of the *road allowance* or public sidewalk;
- c. Every owner of an *overhanging sign* shall carry adequate liability insurance for any such sign and that insurance coverage shall also name the *Municipality* as an additional insured, where the *overhanging sign* encroaches onto a *road allowance*;
- d. An encroachment permit will be obtained from the *Municipality* for the installation of signs overhanging the *road allowance*, if required.

9.12 Portable Signs

- a. A permit for a *portable sign* shall expire not more than one hundred and eighty (180) days after the date the permit is issued;
- b. Upon expiry of a permit for a *portable sign*, the *sign* must be removed within twenty-four (24) hours and the *Municipality* must be informed of the removal of the *portable sign*. If the *portable sign* is not removed in compliance with this By-law, the *Municipality* may remove the *sign* in accordance with Section 3.15;
- c. Permits for *portable signs* may be issued provided the total permit timeframe does not exceed one hundred and eighty (180) days in the calendar year, per *portable sign* permitted on the *property*.
- d. A maximum of one (1) *portable sign* is permitted per 50m frontage, or part thereof, to a maximum of three (3) portable signs per property.
- e. In no case shall a *business* or *person* erect for its purpose a *portable sign* and *A-Frame sign* at the same time on a *property*;
- f. *Portable signs* are not permitted on vacant *property* or on a *road allowance*;
- g. A *portable sign* shall be located no closer than 50m to another *portable sign* erected on the same *property*;
- h. A *Home based business* is not permitted to have a *portable sign*;
- i. Every *portable sign* shall permanently *display* the name and telephone number of the owner of the *portable sign*.
- j. A *portable sign* shall only *display advertising* for the *business* located on the same *lot* where the *portable sign* is located.



9.13 Wall Signs

- a. A *wall sign* shall not project more than 0.3 metres from the wall of a *building or structure*.
- b. No *wall sign* shall be erected above the first *storey* of a *building or structure*.
- c. No *wall sign* shall project above the *roofline* of a *building or structure*.
- d. A *wall sign* shall be erected only upon the wall of a *building or structure* containing the *business* to which the *sign* applies.

10 VARIANCES AND AMENDMENTS

10.1 Variances

An application for a variance or an amendment from any provision of this By-law shall be accompanied by the appropriate form and fee.

10.2 Variance Applications

The *Municipality* may on the application of a *person* authorize a variance from the provisions of this By-law where in the opinion of the *Municipality*:

- a. There are special circumstances or conditions applicable to the *property* or *building* where the sign is proposed to be erected and these circumstances or conditions are not shared by others with similar *properties* or *buildings*; or,
- b. Strict application of the provisions of this By-law would create practical difficulties or unusual hardship for the applicant; or,
- c. The special circumstances or conditions were not created by the applicant; or,
- d. Approval of the variance will not alter the character of the area where it is located; and,
- e. Approval of the variance will not affect public safety; and
- f. Approval of the variance maintains the general intent and purpose of this By-law.

10.3 Variance Approval Authority

A variance from the provisions of this By-law may be authorized by Council, or if Council so delegates, by a Committee of Council or an official designated by Council.

Where Council has delegated approval of a variance to a Committee of Council or an official and the Committee of Council or official refuses the application, the applicant may appeal the refusal and Council shall consider the appeal and decide on the variance application.

11 SEVERABILITY

If a court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such decision does not affect the validity, effectiveness, or enforceability of the other sections or parts of the provisions of this By-law unless the court makes an order to the contrary.



12 REPEAL OF PRIOR BY-LAWS

12.1 The following by-laws are repealed:

By-law 2005-166;
By-law 2012-206.

13 EFFECTIVE DATE

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

READ THREE TIMES and PASSED in open Council this _____ day of _____ 2017.

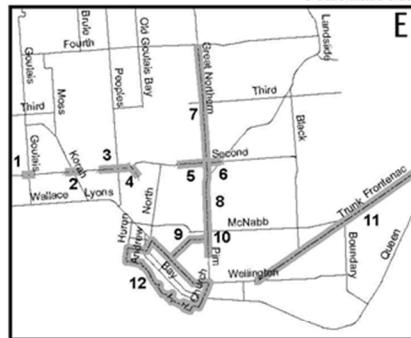
MAYOR

CLERK

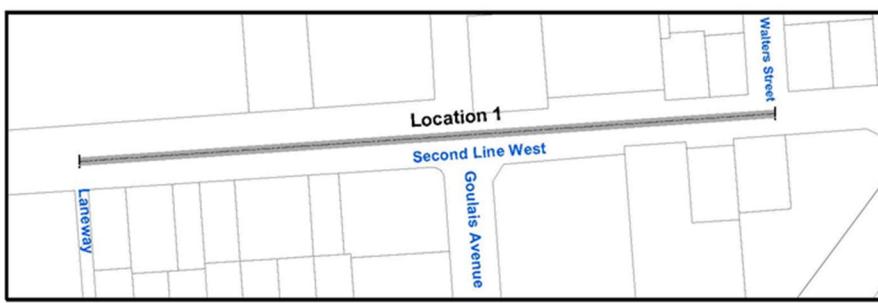


Schedule A1 – Permitted Billboard Locations

Schedule A1

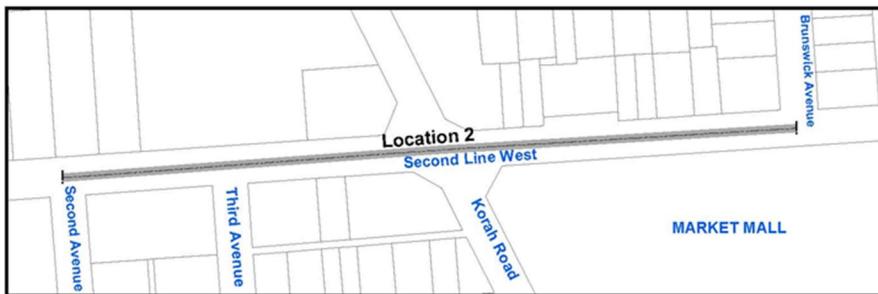


Area of Interest Key Map



LOCATION 1 - SECOND LINE WEST

Between laneway centre line on the south side of Second Line West adjacent to Lot 10 (Plan 14324) and Walters Street centre line.



LOCATION 2 - SECOND LINE WEST

Between Second Avenue centre line and Brunswick Avenue centre line.



LOCATION 3 - SECOND LINE EAST & WEST

Between Moody Street centre line and John Street centre line

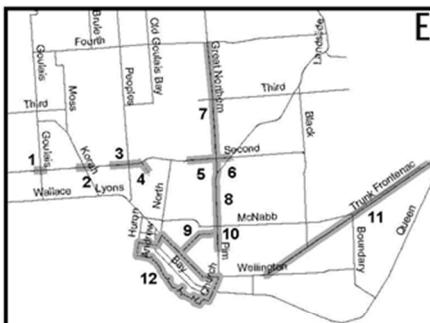
LOCATION 4 - JOHN STREET

Between Second Line East and Bainbridge Street



Schedule A2– Permitted Billboard Locations

Schedule A2

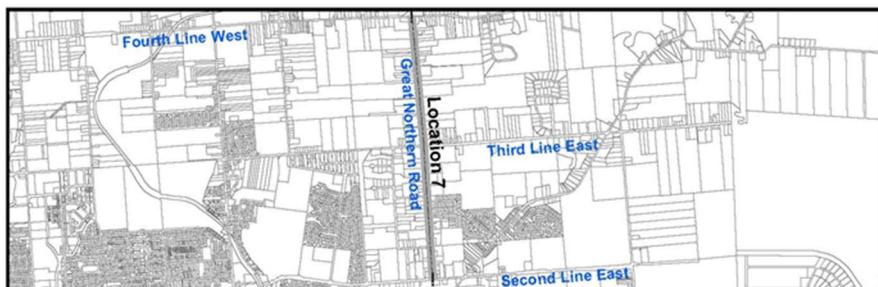


Area of Interest Key Map

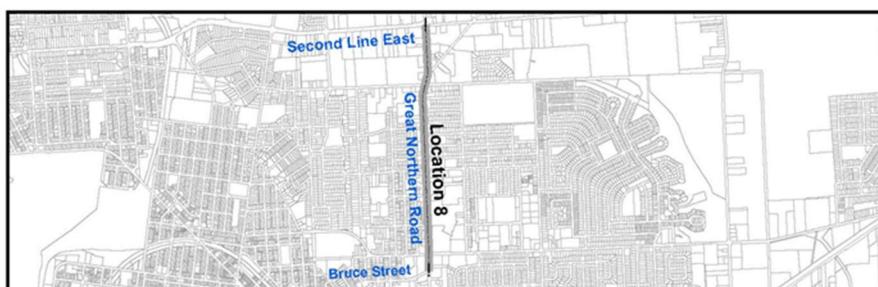


LOCATION 5 - SECOND LINE EAST - WEST OF GREAT NORTHERN ROAD
Between Sackville Road centre line and Great Northern Road centre line.

LOCATION 6 - SECOND LINE EAST - EAST OF GREAT NORTHERN ROAD
Between Great Northern Road centre line and Old Garden River Road center line.



LOCATION 7 - GREAT NORTHERN ROAD - NORTH OF SECOND LINE
Between Second Line East centre line and Fourth Line centre line.

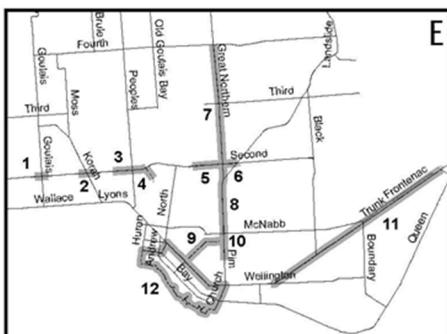


LOCATION 8 - GREAT NORTHERN ROAD - SOUTH OF SECOND LINE
Between Second Line East centre line and Bruce Street centre line.

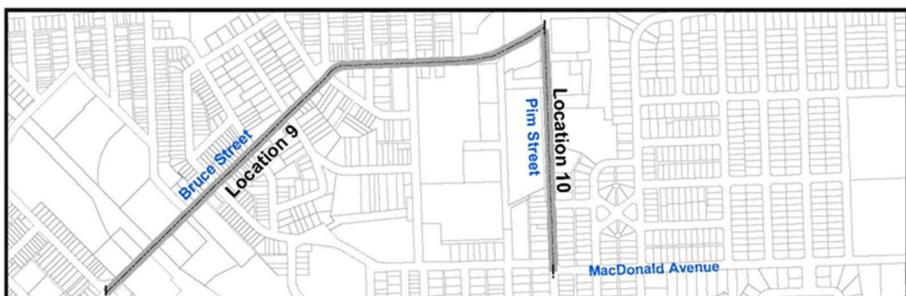


Schedule A3– Permitted Billboard Locations

Schedule A3



Area of Interest Key Map

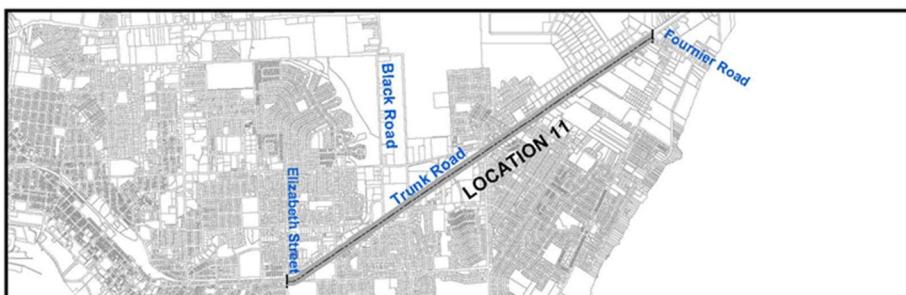


LOCATION 9 - BRUCE STREET

Between Bruce Street centre line and Great Northern Road centre line.

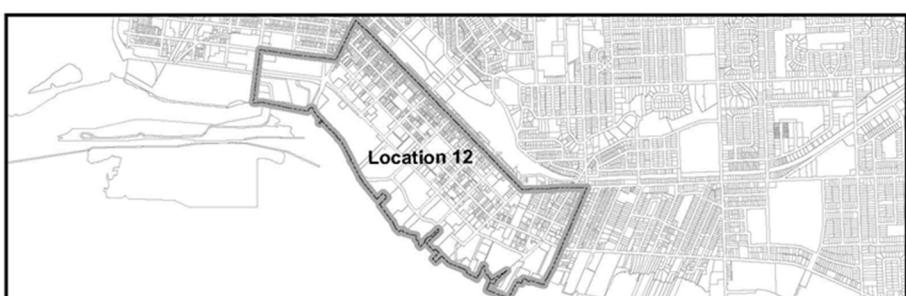
LOCATION 10 - PIM STREET

Between Bruce Street centre line and MacDonald Avenue centre line.



LOCATION 11 - TRUNK ROAD

Between Elizabeth Street centre line and Fournier Road centre line.



LOCATION 12 - DOWNTOWN AREA

The Downtown area is defined as those lands bounded by or with frontage on Church Street, Wellington Street East, Gore Street, Queen Street West, Huron Street and the waterfront. (Source: City of Sault Ste. Marie Official Plan, 1996)



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

Draft Signs By-law

Meeting with the Chamber of Commerce January 12, 2017

Minutes

Attendance

Rory Ring, Executive Director, Chamber of Commerce
Monica Dale, Immediate Past President, Chamber of Commerce
Freddie Pozzebon, Chief Building Official, City of Sault Ste. Marie
Peter Tonazzo, Senior Planner, City of Sault Ste. Marie

General Comments

Chamber of Commerce

1. Regulations should recognize that signage plays an important role in the overall advertising of businesses' goods and services.
 - a. The regulations should also recognize the investment required to erect signage, especially 'temporary signs'. Maximum timeframes for temporary signage should be such that it is feasible.
2. The Chamber is in the process of surveying members to gain feedback upon the draft by-law. Therefore, additional comments/concerns are likely.

City of Sault Ste. Marie

1. It is City Staff's opinion that the draft by-law represents a fair, balanced approach to regulating signage.
 - a. A main goal was to reduce sign clutter, especially portable sign clutter.
 - b. More streamlined enforcement provisions are also a significant change, again, especially as it relates to portable signage.
 - c. Specific sign regulations, which are often based upon frontage or a percentage of the size of a particular building attribute, are intended to result in signage that is proportionate to a particular building/property/area resulting in signs that complement a building/property/area.
2. The City is committed to ongoing monitoring and review, and it is likely that annual amendments will be required, especially over the first few years.

3. Similar to Signs By-law 2005-166, the draft by-law contains a variance procedure, whereby an application can be made to erect a sign that does not conform to the by-law. The Planning Director is the approval authority. The process takes about 2 weeks. Where an application is denied, the applicant(s) may appeal the Planning Director's decision to Council.

Specific Comments/Concerns

1. Could sign permits be processed online?
 - a. Building Division is in the process of developing an online permit system for 'simple permits', including sign permits. The launch date is yet to be determined.
2. Section 4.12 – Signs Not Requiring a Permit - Any sign less than 650cm² (approximately 0.7ft²) does not require a permit. 650cm² is too small.
 - a. It is more than just the size of a sign that determines whether or not a permit is required. There are a variety of signs and situations where permits are not required. It is not the intent to require permits to simply replace a sign face, such as new messaging on a billboard, wall, ground or portable signs. The by-law does not appear to clearly indicate as such. Staff will add a clause that clearly indicates that the simple replacement of sign content does not require a permit.
3. Window Signs – The City should not be regulating window signage. The current regulation of capping window signage at <25% of the total window area seems overly restrictive.
 - a. As mentioned previously, this regulation is aimed at maintaining overall aesthetics, and ensuring that window signage complements a particular building and is proportionate to a buildings' windows and façade. Having said this, 'window sign clutter' has not been an issue locally.
 - b. Upon further review, staff has amended the by-law in a manner that window signs will not be regulated, unless they in the form of a digital sign. If window signage becomes an issue, staff can revisit.
4. Awning and Canopy Signs - limited to 50% of awning/canopy area; Electronic Message Boards limited to 30% of sign area of a ground sign; Sign area for a Ground Sign limited to 0.3 times the length of a street line, to a maximum of 15m²; Wall Sign area limited to 25% of the building façade facing a street line. These regulations seem restrictive and overly complex.
 - a. Similar to comments above, the maximum sign area regulations are intended to result in signage that is proportionate to a particular building or lot. The goal is to achieve signage that complements a building. A 'one-size-fits-all' approach would not recognize the character of a particular building or property.
5. A-Frame Signs limited to 1 for each 75m of street line of a property. This may not be workable in the downtown or on many smaller properties where such signage is appropriate.
 - a. It is staffs interpretation that A-frames are permitted on lots less than 75m. The words 'or part thereof' will be added for clarity.

6. Third Party Advertising – The Chamber's general position is that the City should not be regulating on-site vs. off-site advertising, especially as it relates to businesses advertising for a non-profit organization. It is also noted that there is no definition of 'third-party advertising'.
- a. Staff will add the following definition to the Draft By-law:
'Third Party Advertising, often referred to off-site advertising, means a sign which advertises a business, good or service that is not available upon the property in which the sign is located.'
 - b. Most municipalities regulate on-site vs. off-site advertising.
 - c. The regulation of third party advertising is another means to reducing sign clutter.
 - d. With regards to advertising for non-profit organizations the by-law permits 'Community Event Signs', which are defined as:
 - i. A temporary sign advertising events conducted or sponsored by charitable organizations or community associations. (Both charitable and community organizations are defined in the by-law).
 - ii. As per Section 9.5, Community event signs may:
 1. Be located upon private property subject to the owner's consent.
 2. Be located upon the untraveled portion of the road allowance subject to Municipal approval.
 3. A maximum of 1 community event sign per private property.
 4. Maximum Size – 5.0m²
 5. Maximum duration – The sign may be erected not more than 30-days prior to the advertised event, and must be removed within 24 hours after the event.
 - e. Based upon the aforementioned regulations, such signage could take a variety of forms, including portable signs. It is staff's opinion that the Community Event Sign regulations are appropriate, and will grant businesses the opportunity to support local groups by advertising upcoming events.
7. Banner Signs
- a. The draft by-law restricts the placement of banner signs to not more than two periods of 21 consecutive days in one calendar year. The Chamber feels this is too short, and would make the use of banner signs cost prohibitive.
 - i. Upon further review, staff has increased the permitted timeframe for banner signs to two periods of 90 consecutive days in one calendar year.
8. Portable Signs
- a. It is the Chamber's position that the portable sign regulations are too restrictive.
 - b. It is suggested that a current lack of enforcement is the issue, rather than the regulations themselves.
 - c. It is therefore recommended that current portable sign regulations be carried forward, and that the City simply enforce them.

- d. The Chamber also disagrees with not permitting portable signs to be located upon vacant property. It is felt that this is a way for vacant property owners to generate some revenue to offset city taxes.
 - i. Enforcement has been an issue. The very 'portable nature' of such signage, coupled with current enforcement provisions requiring the City to provide notice prior to removing illegal signs makes enforcement difficult. As part of the adoption of the new Signs By-law, additional enforcement resources are being requested. Furthermore, streamlined enforcement provisions will allow illegal signs to be removed, at the owner's expense, without written notice.
 - ii. With regards to portable signs on vacant properties, this regulation goes hand in hand with the third party advertising regulations, and is intended to reduce portable sign clutter.
 - iii. It is Staff's opinion the portable sign regulations, as currently proposed, represent a balanced approach to reducing 'portable sign clutter' while at the same time allowing businesses to utilize this advertising medium consistent with the temporary nature this signage was intended for.
- e. Could a permit from a portable sign be issued for less than 6 months.
 - i. Yes, a permit could be issued for less than 6 months. For example, if a particular property is permitted one portable sign for up to 6 months, after a one month permit has expired, 5 months of 'eligibility' would remain.

Peter Tonazzo

From: Christopher Czop <Christopher.Czop@hscdsb.on.ca>
Sent: Thursday, January 19, 2017 2:18 PM
To: Peter Tonazzo
Subject: Signage By-law Proposal

Good Afternoon Mr. Tonazzo,

I wanted to introduce myself, my name is Christopher Czop and I am writing to you on behalf of my company that currently operates in Sault Ste. Marie. The reason for my email pertains directly to the upcoming proposed changes to the Signage By-Laws for Sault Ste. Marie.

I have been involved in Real-estate, Property Management and Development for over 20 years and much of the success of our business is directly related to advertising and the existing Signage By-laws. I have read the proposed changes that the City of Sault Ste. Marie is planning to implement and I have severe reservations and deep concerns with these proposed changes. These proposed changes will not only directly affect the advertising portion of my business, but will paralyze my ability to expand my company and other potential businesses, thus decreasing investment back into the community of Sault Ste. Marie.

As an investor within the community and in my professional opinion, these proposed changes to the Signage By-Laws will limit business and future growth in our already stagnant economic development. It perplexes me as to why the City of Sault Ste. Marie would want to under develop its economic state and not continue to create an influx of investments into this community. These proposed changes would limit one's ability to conduct business and it clearly appears that the City of Sault Ste. Marie is planning to dissuade businesses from outside the community to invest in Sault Ste. Marie. Should these changes to the existing By-laws be implemented, it will create a negative snowball effect for the city and its investors.

I would like the opportunity to further discuss these proposed changes to the Signage By-laws and will call you in the near future. I only request that you can set aside a few minutes listen to my concerns and explain the city's intentions with this proposal.

Regards,

Christopher Czop

705-946-9773

Christopher Czop

Vice Principal

St. Mary's College

(705)945-5540

(705)945-5561 (fax)

"This email (including any attachment) is confidential and may be protected by privilege. Any unauthorized use, dissemination or copying of the content is strictly prohibited. If you are not the intended recipient and have received this email in error, please notify us by reply

Peter Tonazzo

From: Peter Rino <peterrino12@gmail.com>
Sent: Monday, January 16, 2017 2:54 PM
To: Peter Tonazzo
Subject: Signs By-law (Sault Ste. Marie)

Mr. Tonazzo,

My name is Peter Rino and I am a former resident of Sault Ste. Marie. Although I no longer live in the city, I am still an active investor in the community and currently own property/buildings throughout. The topic of my email is with respect to the proposed changes to the Signage By-Laws.

I was informed by a colleague that the city is recommending certain changes that will directly affect my properties and business. I have read the recommended changes and I am extremely concerned over these changes being implemented.

My business and investments are dependent on advertising and your proposed changes will directly affect my ability to run a significant portion of my business successfully.

Many of the reasons I no longer live in the city is due to the economic limitations and lack of manufacturing diversity. Some of these changes will limit business and future growth. Advertising is a crucial aspect with respect to business.....and I cannot understand why a smaller city would limit anyone's ability to conduct business or deter investors from outside the community.

I would like to further discuss these matters with you and will call you in the near future. I hope you can set aside a few minutes listen to my concerns and explain the cities intentions with this proposal.

Regards,

Peter Rino

(248) 613-3707

Peter Tonazzo

From: Peter McLarty <pjmclarty@shaw.ca>
Sent: Wednesday, January 18, 2017 11:23 AM
Cc: Malcolm White; Peter Tonazzo
Subject: proposed new sign bi-law

Re: Proposed new sign bi-law

Good day Councillors:

I have attended three open houses on the proposed new sign bi-law and have made both written and verbal comments to the committee. I am in favour of most of the provisions of the new bi-law.

My primary concern is traffic/pedestrian safety. Driver distraction is now the single biggest “cause” of driving accidents.

The purpose of any sign is to get your attention... in other words to distract you from your driving! Our brains are wired so that our eyes are attracted to bright or fluorescent colours (in particular shades of red and yellow). These are warning colours! Our eyes are also distracted by any type of motion (a part of our hunter/gatherer evolution).

Ground level signs in particular block traffic sight lines and obscure pedestrians, bicycles and motorcycles.

My second concern is aesthetics. We have many old or abandoned or run-down signs. We have many signs which encroach on the public right-of-way.

My third concern is enforcement. The fees which the City charges for a sign permit should cover the cost of enforcement. Any offenders should be prohibited from getting further permits.

My fourth concern is the definition of a “temporary” sign. A six month period is more like “semi-permanent”. Businesses would be much further ahead to construct their own permanent sign or to incorporate a “message board” into their existing signage.

My fifth concern is the “grandfathering” of existing signs. This does not promote community spirit. Our community is always struggling to respond to the latest trends or innovations. Whether we like it or not... rules change! If our civil society is to survive we ALL have to adjust to these changes.

I am most appreciative of the proposed restrictions on “portable” signs. On one trip along Great Northern Road last week I counted 74 ! Some have been there for as long as I can remember! Banning of off-site advertising will go a long way to reducing the number of signs.

I am fully supportive of the restrictions on digital signs.

I will be in attendance at the January 23 meeting. I will not make a presentation. I would be willing to respond to questions.

Regards

Peter McLarty

Fifth Line

705-759-3393

January 5, 2017

Mayor Provenzano,

We have recently received an updated draft of the City's proposed new signage bylaw. We are quite disappointed and very concerned about the change in the recommendations regarding portable signage. Our position as we outlined in the attached paper asks for portable signage to be banned in Sault Ste. Marie. This would support our efforts to vastly improve the aesthetic of our community and be much more attractive to visitors thereby enhancing the economic impact of Tourism to our city.

We believe a ban is one action that is crucial to our city's tourism future. We request an opportunity to meet with you at your earliest convenience to further discuss our concerns.

Regards.



Kevin Wyer
Chair - Tourism Sault Ste. Marie



99 Foster Drive . Level One . Sault Ste. Marie, Ontario . Canada . P6A 5X6 . Tel: 705.759.5442 . 1.800.461.6020 . Fax: 705.541.7371
visit@saulttourism.com . www.saulttourism.com



City of Sault Ste. Marie Signage By-Law Tourism Sault Ste. Marie Position Paper

Background:

Tourism Sault Ste. Marie is a division of the Sault Ste. Marie Economic Development Corporation, whose **Mandate** is: to represent the interests of the businesses and organizations within the municipality of Sault Ste. Marie for which tourism spending is a benefit to their business/organizational interests. Lead the marketing and revenue generation effort in attracting visitors from outside the city, and advocate on behalf of the tourism industry to community stakeholders, elected political officials, and municipal government decision-makers and enablers.

The organization receives the bulk of its funding from the private sector industry partners, and is augmented with funds from the City of Sault Ste. Marie, and the various levels of government and their respective funding agencies.

In its most recent Strategic Plan, TSSM developed the following:

“Vision” Being positioned as Ontario’s fastest growing visitor destination, having combined its local experiences with the natural wonders of Northern Ontario.

“Mission Statement” To drive the city’s tourism culture by developing unique visitor experiences, coupled with proactive positioning of Sault Ste. Marie as a destination of interest to both its demographic and geographic target markets.

While the Plan clearly outlined the key roles of TSSM as developing tourism products and marketing the community so as to attract consumers, group travel, along with conventions and sports tournaments, a new priority also emerged through the consultation with industry stakeholders and municipal businesses and organizations.

The role of TSSM, it is suggested, should focus on driving civic commitment and communicating the key role that tourism growth means to the economy of Sault Ste. Marie. Additionally, community leaders, from those in the public sector to the business community, need to be part of the solution to championing product development, festivals & events and, most important, enhancing the animation and attraction of the downtown core particularly between June and October.

...2

There was a keen interest for the tourism industry partners to forge a relationship with Municipal officials to help provide input on matters that involved a variety of developments within the city, such as downtown beautification and upgrades, building construction, trail development, and of course signage, both from an information purpose, as well as way finding.

After the presentation to the TSSM Management Committee, by Don McConnell and Peter Tonazzo, there was considerable interest in providing input to the proposed City Signage By-Law proposal. The collective comments from the tourism industry are as follows.

Overall, TSSM is supportive of the proposed direction of the signage by law. It is the feeling that it supports the vision of TSSM to help create a more aesthetically appealing community, while at the same time enabling appropriate information and directional signage to be erected where required.

For the tourism industry, it is critical to have our community viewed as a welcoming, clean, and uncluttered destination, that is appealing to visitors, allowing them to enjoy the rich history and culture of our city and region, without the clutter of excessive signage.

We also feel that we have an opportunity to recognize how lighting and signage can help us create a product out of our dark sky where you can actually see the stars -
<http://www.midarkskypark.org/>

There is one area that the industry partners were quite passionate about, and that was the issue of "Portable Signs". It was almost unanimous that they felt that the proliferation of these signs in our community have become almost a "blight" on the landscape.

It was clear in the presentation that these signs are seen as one of the largest issues affecting our community aesthetics, and as a result there is a change proposed.

While we are supportive in general, of the change proposed in this area, we think it does not go far enough, and advocate for a consideration of a ban on these types of signs.

Other successful, progressive tourism destinations where this type of sign is not allowed – Petoskey, Traverse City, Niagara on the Lake have created a true aesthetically pleasing environment, in which visitors and residents alike can truly appreciate the natural beauty of the community, without seemingly compromising the business community's ability to market themselves.

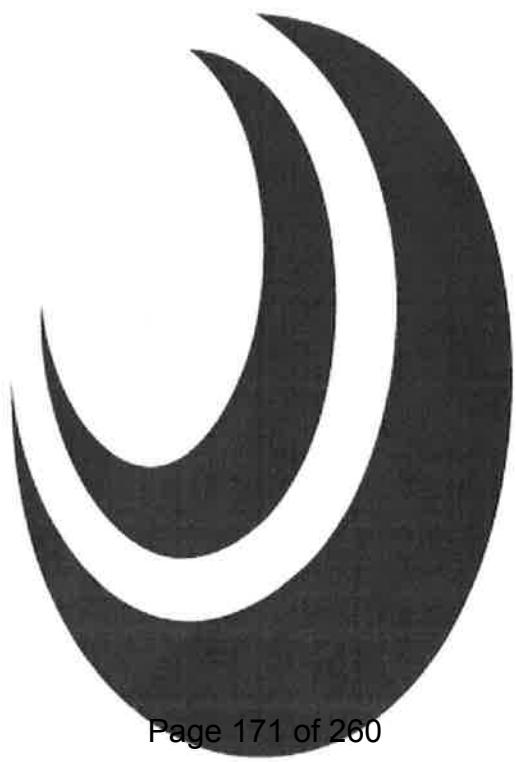
Conclusion:

Tourism Sault Ste. Marie would like to support the efforts in upgrading the City Signage By- Law, and encourage a decision making process that meets the signage needs of the community, without compromising the importance of creating an aesthetically pleasing

and welcoming community. One that will reflect our desire to be recognized as a “progressive” in our thinking, planning and implementation processes.

Kevin Wyer – Chairman, Tourism Sault Ste. Marie

S A U L T S T E . M A R I E
C H A M B E R
OF COMMERCE



SMALL BUSINESS

TOO BIG TO IGNORE



NORTHERN
CREDIT UNION



What's this about?

The Sault Ste. Marie Chamber of Commerce, in sponsorship with Northern Credit Union is embarking on an ambitious campaign, ***Small Business Too Big to Ignore***. This campaign will highlight the important contributions of small businesses to our economy and to our community, and actively engage small businesses in investigating the top barriers to small business growth – and identify solutions to overcome those challenges.

Our position

Small businesses are the backbone of the Ontario and Canadian economy. They are the wealth creators, job creators and risk takers. Small businesses of 100 or less employees constitute over 380,000 of Ontario businesses, employing nearly 3 million people. With over 40% of workers in Ontario employed by small business owners, these businesses provide the livelihoods and income for many people in our communities. Facing a number of underlying challenges that impact their ability to grow, small businesses are a powerful and significant stakeholder group that deserves to be heard and cannot be ignored.



Constant Contact Survey Results

Survey Name: Sign Bylaw Survey January 2017

Response Status: Partial & Completed

Filter: None

1/25/2017 12:04 PM EST

- 1. Do you feel that City has adequately communicated to local businesses the changes that are included in the new signage bylaw?**

	Number of Response(s)	Response Ratio
Yes	11	26.1%
No	31	73.8%
No Responses	0	0.0%
Total	42	100%
9 Comment(s)		

1. Do you feel that City has adequately communicated to local businesses the changes that are included in the new signage bylaw?♦

I believe that this has only been communicated to a select few. The voice of the few have spurred this change in the bylaws.

I am an investor from out of town and I was informed via a friend that these signage changes were being proposed.

First I have heard about it.

This bylaw with its very detailed legal description, is difficult to understand and seems to be another roadblock to economic development.

First I have heard of it

Thanks to the SSMCOC for advising small business. I have not received any info from the city or heard anything via media informing the public of sign bylaw changes.

vague as usual

They should not be involved in how businesses advertise.

My business has not received anything from the city regarding the sign by-law.

2. As technology has advanced, digital signage has become more commonplace. The new bylaw places considerable regulations and provisions on digital signage including messaging, the duration of copy placement and the means of copy change. It prohibits animation, effects and scrolling. When placed within 100m of a signaled intersection / 50m of non-signaled, a business will be required to undertake an extensive safety review and assessment. For complete digital sign regulations and provision, see section 9.6 of the draft bylaw (pages 25-26). Based on these restrictions and provisions, do you feel that the bylaw's digital signage provisions are too restrictive, acceptable or not restrictive enough.

	Number of Response(s)	Response Ratio
Too restrictive	23	54.7%
Acceptable	18	42.8%
Not restrictive enough	0	0.0%
No Responses	1	2.3%
Total	42	100%
10 Comment(s)		

2. As technology has advanced, digital signage has become more commonplace. The new bylaw places considerable regulations and provisions on digital signage including messaging, the duration of copy placement and the means of copy change. It prohibits animation, effects and scrolling. When placed within 100m of a signaled intersection / 50m of non-signaled, a business will be required to undertake an extensive safety review and assessment. For complete digital sign regulations and provision, see section 9.6 of the draft bylaw (pages 25-26). Based on these restrictions and provisions, do you feel that the bylaw's digital signage provisions are too restrictive, acceptable or not restrictive enough.

We believe that outdoor advertising is a key marketing medium and restrictions should be reduced and not increased. Lets make it easier to do business in SSM not harder.

Does the city really need to monitor this? How is a business going to "undertake an extensive safety review and assessment". Why don't they look at other northern communities like Sudbury and see what they have in their by-laws. There's a digital sign at practically every intersection and it's not seemingly alarming.

I think it would be nice not to have a digital sign near any major intersection like the one by Second Line and GNR. When it flashes it does catch your eye but you should be watching for traffic and pedestrian.

I look to other cities for direction and see them being more proactive and receptive to this common and appropriate signage.

more restrictions on business again

Have they ever been to Las Vegas? Why are we stuck in the stone age?

It seems reasonable, and takes safety into account. These signs are distracting, and we have enough distraction on our roads.

Much too restrictive.

What is the point of a digital sign if you can't take advantage of all that the sign can provide. This level of bureaucracy is mind boggling.

Feels like they don't want to allow any electronic signs. Not helpful for business.

3. The new sign bylaw places considerable new restrictions and provisions on portable signs, including: - permit expiration with 180 days of issue- required removal of the portable sign within 24 hours of permit expiration with the City being informed- total permit timeframe not allowed to exceed 180 days in the calendar year, per portable sign permitted on the property- maximum of 1 portable sign is permitted per 50m frontage, or part thereof, to a maximum of 3 portable signs per property.- portable signage shall only display advertising for the business located on the same lot where the portable sign is locatedFor complete portable sign regulations and provisions, see section 9.12 of the draft bylaw (page 27).Based on these restrictions and provisions, do you feel that the bylaw's portable signage provisions are too restrictive, acceptable or not restrictive enough.

	Number of Response(s)	Response Ratio
Too restrictive		
Acceptable	27	64.2%
Not restrictive enough	11	26.1%
No Responses	4	9.5%
Total	42	0.0%
9 Comment(s)		100%

3. The new sign bylaw places considerable new restrictions and provisions on portable signs, including:

- permit expiration with 180 days of issue
- required removal of the portable sign within 24 hours of permit expiration with the City being informed
- total permit timeframe not allowed to exceed 180 days in the calendar year, per portable sign permitted on the property
- maximum of 1 portable sign is permitted per 50m frontage, or part thereof, to a maximum of 3 portable signs per property.
- portable signage shall only display advertising for the business located on the same lot where the portable sign is located

For complete portable sign regulations and provisions, see section 9.12 of the draft bylaw (page 27). Based on these restrictions and provisions, do you feel that the bylaw's portable signage provisions are too restrictive, acceptable or not restrictive enough.

This is way too restrictive. Again, Outdoor advertising should be permitted. We agree that there should be a minimum quality standard for signage but this has gone too far. I know of a sign company owner who cashed in his RRSP savings to get into this business and a few subjective opinions should not have the ability to destroy a business.

Governing the number of signs is restrictive enough.....now you are proposing what can be on the sign? This is far too restrictive.

Very restrictive and cumbersome for a small business.

Another roadblock for small businesses, with no real purpose other than to "unclutter the landscape".

If you are promoting your business it is nice to be able to have signage placed in various parts of the city not just on your business site.

It will kill small business in Sault Ste Marie! There is no other affordable effective advertising options available for local customers. Radio has gone digital, TV has gone Digital, Digital Media is too expensive for small business....signs are all we have left!!!

1 portable sign per property. Period. These shitty multi-color temporary signs are making our City ugly. There is a place for them but it should be tightly controlled.

Again, please let the businesses in our community grow and prosper. The economy in East Germany fell apart for a reason. Don't over regulate and put businesses out of work.

Who is this negatively impacting and why should we be concerned with it? This is regulation for the sake of regulation.

4. If your business, agency or organization utilizes any of the following types of signage that will be impacted under the new signage bylaw, please advise of us as to your assessment of how your business, agency or organization will be impacted.

1 = Not applicable, 2 = Use, but no impact, 3 = Positive Impact, 4 = Negative Impact

Top number is the count of respondents selecting the option. Bottom % is percent of the total respondents selecting the option.

	1	2	3	4
A-Frame Signs	29 71%	4 10%	0 0%	8 20%
Awning or Canopy Signs	34 83%	1 2%	1 2%	5 12%
Banner Signs	21 51%	7 17%	1 2%	12 29%
Billboard Signs	20 49%	9 22%	1 2%	11 27%
Community Event Signs	21 51%	8 20%	0 0%	12 29%
Digital Signs and Electronic Message Board Signs	26 63%	3 7%	1 2%	11 27%
Flag Signs	26 63%	5 12%	0 0%	10 24%
Off-Premises Directional Signs	27 66%	6 15%	0 0%	8 20%
Portable Signs	17 41%	6 15%	0 0%	18 44%
Wall Signs	18 44%	13 32%	1 2%	9 22%
5 Comment(s)				

4. If your business, agency or organization utilizes any of the following types of signage that will be impacted under the new signage bylaw, please advise of us as to your assessment of how your business, agency or organization will be impacted.

I would hope that given our dire economic situation any changes to a bylaw would be one that encourages business expansion, retention, and investment not one that further discourages business development. This by law does not help our community grow so I believe the impact is negative.

Rural area businesses such as tourism and agricultural businesses depend on directional signs to get customers to the business. Without these, these businesses will have to shut down. This would be a disaster for small local businesses!

anything that applies...gives a negative impact...there is no benefit to anyone with these restrictions...even the city would loose revenue from having no sign permit revenue

Please enforce the current rules before adding more and hurting our business community.

Portable signs on my property advertising my business should be allowed to stay permanently.

5. What is your overall opinion on commercial signage in Sault Ste. Marie?

29 Response(s)

6. The following information is confidential and is used solely for administrative purposes and to quantify response rates. You e-mail is requested in the event that we require follow-up for clarification on any points included in comments.

First Name	34
Last Name	34
Company Name	34
Email Address	34

5. What is your overall opinion on commercial signage in Sault Ste. Marie?

I believe the situation is fine as it is. I have no problem with businesses making money from advertising and neither should city council. We're trying to grow our local businesses and encourage our residents and tourists to support local. These proposed changes will do nothing to further that goal and will stifle growth.

Let people advertise for their business. Signs are expensive, and effective. Only a serious business owner will pay for these anyway.

Our sinage is typical to a community of our size. We do not have more than the typical communities that I travel to. I do believe that the current bylaws are not enforced and if there are issues that have come to light the city should first enforce what they have in place before discussing the extreme changes that it has proposed with this bylaw.

I believe it to be essential to businesses, especially during our very short tourist season. Currently the by-laws are already restrictive and the proposed new by-law will negatively effect many businesses in town.

In a city that struggles with out of town growth and investment, the last thing that administration should consider is restricting any type of advertising for existing investors/business owners. Any type obstacle or restriction in advertising can only be a detriment to existing businesses' and hinder future consideration. These limits do nothing for infrastructure and this is where the focus should be for growth!

The city needs to worry about bigger issues like unemployment rates and property taxes. Portable signs help companies advertise. If we don't have profitable businesses in the Sault the unemployment rate is going to be worse than it already is.

Worry about the stuff that impacts the people of the city. No one cares about the signs but the city. They are wasting tax payers money or things that they shouldn't be. How about you focus on why property taxes are so high in a city where we can't make people stay. Or on the continual population decrease. I think the city needs to get their priorities straight.

over populated of portable signage signs

The new law is not looking at modern signage and is also placing undue restrictions on many existing types of signage. Digital signage is here and not going anywhere.

Commercial signage is a necessary part of running successful businesses. Further rules and regulations which hamper business development, will lead to a poorer city with increased unemployment.

With today's economic climate in our city, city staff and politicians should be looking for ways to increase business success not restrict it.

See above comments in question # 2

I don't think there is a problem.
Businesses need help! Tell the city to stop restricting business!

I do see that some of the signage in our city has gotten quite out of hand. Mainly the portable signs. It does get kind of junky in areas. Most business do like the portable signs because they work. Hopefully this will be a good compromise.

I think things should be left the way they are. Small businesses in Sault Ste. Marie rely on in-expensive advertising! Eliminating or applying more strict guidelines will have a negative impact in all businesses of Sault Ste. Marie

Generally it is quite restrictive and hiding behind "safety" as a reason for the restrictions. Other communities are more progressive in this area and that is a sign of the times. We can't hold back progress even if we try!
I feel the signs are unattractive and clutter your city.
Negative impact and too restrictive
I would rather see the signs than the un maintained buildings and fence work along second line....we don't have ANY that show up in residential areas, only in business areas and main transit routes...I do not see any issue at all.
If you want to close down Mom and Pop operations this is the way to do it!
More engagement with local businesses that depend on signage in order to effectively conduct day-to-day business.
On the whole okay, but those black temporary signs that popped up all over town or hideous and make the Sault look like a massive second hand car dealership.
Over regulated. Leave it as is.
I find the current digital signs distracting. This bylaw should help.
Needs to be enforced to be effective
Compliance with the bylaw is totally inconsistent and random all over the city.
The city should be spending less time on signage and more time on more important issues.
Let business put up whatever type of sign they deem necessary to advertise their business. These regulations and rules restrict innovation, put the city behind the times in terms of staying current with technology, bog down city resources with red tape, and prevent small business owners from advertising their business.
There should be basic rules in place, such as those that impact safety with respect to traffic signals, etc. However, let's be reasonable with these as well.
City Council, please move on to more productive issues.
Too many portable signs. Otherwise no issues.
I feel it's hard for small business owners to afford advertising. Limitations on portable, affordable, signage need to take that into consideration.
Good, except as noted above.
And, electronic message boards bylaw is way too restrictive. I wouldn't have invested \$75,000 in an electronic message board if I can't use all its features.
Don't feel that it presently is a problem.
I feel that the city should be focusing on attracting new business and not making it more complicated.

Malcolm White

From: Peter Tonazzo
Sent: Wednesday, February 01, 2017 11:25 AM
To: Malcolm White
Cc: Don McConnell
Subject: FW: Signs By-law - Final Draft - REVISED NOTICE

Good morning Malcolm

Could you please attach this comment to Council's Agenda?

Thank you
Peter.

From: MATHEW PAT [<mailto:mpatreau@hotmail.com>]
Sent: Wednesday, February 01, 2017 11:24 AM
To: Peter Tonazzo
Subject: Re: Signs By-law - Final Draft - REVISED NOTICE

Peter
Superior 7 Advertising appreciates the hard work put in by the planning department regarding the sign by law.

We are comfortable with the new laws but also feel that the new revisions in the mobile signage bylaw is not strict enough from the comments we get from property/business owners.

The property/ business business always comment on how permanent signage offers a more aesthetic curb appeal then the proliferation of mobile signage and the lack of enforcement has created renegade operators.

Matt Patreau
Superior7
705 946 4357
705 971 0290 mobile

Sent from my Bell Samsung device over Canada's largest network.

Malcolm White

From: Peter Tonazzo
Sent: Wednesday, February 01, 2017 10:54 AM
To: Malcolm White
Cc: Don McConnell
Subject: FW: Council Meeting to Decide upon Draft Signs By-law - Feb. 6th

Hello Malcolm

Please see deferral request below.

Thanks
Peter.

From: Sign Werx [<mailto:saultsignwerx@gmail.com>]
Sent: Wednesday, February 01, 2017 10:00 AM
To: Peter Tonazzo
Subject: Re: Council Meeting to Decide upon Draft Signs By-law - Feb. 6th

Hi Peter,

Thank you for getting back to me. I am making a formal request to delay the meeting as I am unable to attend Feb. 6th. I would like to request that council hear the matter on February 21st. Please forward my request to council.

Best regards,
Taylor

Malcolm White

From: Kim Vaudry on behalf of City Clerk
Sent: Friday, February 03, 2017 2:55 PM
To: Malcolm White
Subject: FW: Sault Ste. Marie Signage By-law submission from the Sault Ste. Marie Chamber of Commerce
Attachments: SIGN BYLAW POLICY RESOLUTION 2017 - 02032017.pdf

From: Don Ferguson [<mailto:don@ssmcoc.com>]
Sent: Friday, February 03, 2017 2:54 PM
To: Mayor Provenzano; Steve Butland; Paul Christian; Susan Myers; Sandra Hollingsworth; Judy Huppenen; Matthew Shoemaker; Rick Niro; Lou Turco; Marchy Bruni; Frank Fata; Joe Krmpotich; Ross Romano
Cc: City Clerk; Malcolm White; Peter Tonazzo; CAO Horsman; Don McConnell
Subject: Sault Ste. Marie Signage By-law submission from the Sault Ste. Marie Chamber of Commerce

Dear Members of Council...

This message is sent on behalf of the Sault Ste. Marie Chamber of Commerce Board of Directors and its members.

On Monday evening, the City's new proposed sign bylaw will be discussed during the regular meeting of City Council. The Sault Ste. Marie Chamber of Commerce would like to submit the attached position paper outlining our view on this item and as well as a number of recommendations that we are asking you to adopt in order to ensure that the City of Sault Ste. Marie's sign bylaw:

- remains fair to ALL local businesses, regardless of size and marketing budget
- does not jeopardize local jobs and businesses that will be significantly impacted by the sign bylaw
- does not negatively impact sales and revenues of local businesses that depend on signage as a means of reaching customers
- ultimately helps achieve the goal of creating a positive aesthetic in respect to signage and advertising

The Sault Ste. Marie Chamber of Commerce looks forward to speaking to this item on Monday evening.

Don Ferguson
Communications Officer
Sault Ste. Marie Chamber of Commerce
369 Queen Street East, Suite 1
Sault Ste. Marie, ON P6A 1Z4
Tel: 705-949-7152, Fax: 705-759-8166
don@ssmcoc.com
Visit us online at www.ssmcoc.com

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email is prohibited.

Stay connected to us online

www.ssmcoc.com

www.facebook.com/ssmcoc

www.twitter.com/ssmcoc_events





POLICY RESOLUTION: DESIGNING A SIGN BYLAW AS A COMPONENT ECONOMIC PROSPERITY

ISSUE:

Sign Bylaw reviews are often like building a fence with neighbours and you've probably heard the axiom, good fences make good neighbours. It's the truth, and for more reasons than one. Building a fence without first communicating with your neighbours, or building a poorly constructed fence, can unnecessarily sour relations with neighbours.

However, by understanding the potential pitfalls of building a fence, and by approaching the situation well-prepared and open-minded, you can ensure your new fence will look good, serve its purpose and be enjoyed by all.

Three key elements to successful fence building:

Anticipate Obstacles to Your Fence: Most problems fall into one of two main categories: construction and communication.

Design with Everyone in Mind: Whatever type of fence you decide on, do your best to ensure your neighbours aren't at odds with it, especially if they're sharing construction costs.

Keep Up on Maintenance: A fence is not just a one-time investment. Allowing your fence to fall into disrepair can frustrate your neighbours, whereas keeping up on maintenance will demonstrate your commitment to a fence that looks great for everyone involved.

CURRENT SITUATION (WHY THE ISSUE MATTERS)

ANTICIPATE OBSTACLES TO YOUR FENCE:

Constructing a Sign Bylaw is not as easy of a task as one might assume. There are many parties involved and each perhaps with a desired outcome that is contradictory, conflicting or aligned. In some cases, this has caused there to be legal challenges. A report issued by Steve O'Melia of Miller Thomson LLP

captures many of the challenges in interpreting and ruling on Constitutional challenges with respect to sign bylaw design and enforcement. This is summarized.

Miller Thomson: Freedom of Expressions and Sign By-Laws in Canada (Steve O'Melia, Assistant Town Solicitor, Town of Markham, 2002)

"Municipalities in Canada have the legal authority to prohibit and regulate signs and other advertising devices on public and private property within their geographic boundaries. They must do so, however, without unreasonably infringing on the constitutionally guaranteed right of all individuals to freedom of expression. In the twenty years since that right was enshrined within the Canadian Charter of Rights and Freedoms (the "Charter"), Canadian courts have struggled to find the appropriate balance between the protection of free expression and the municipal objective of controlling the unfettered proliferation of signs....."

While it is unclear from a legal framework as to what can be controlled within the context of a Municipal Bylaw, it is incumbent upon the author of such bylaws to test against the Constitutionality of the proposed bylaw. In the circumstances of the City of Sault Ste. Marie, the "Draft Sign Bylaw 2017" being considered, we propose that this test has not been completed.

The Chamber of Commerce Sign Bylaw Survey (see Council Package dated February 6, 2017) has identified that the business community has received minimal communication from the City of SSM with regard to the changes, implications and desired results of the adoption of a new sign bylaw. While the Chamber recognizes that the City has made great strides in engaging the sign companies affected, the communication to the end users has been lacking.

Overall, the results from the Chamber Sign Bylaw Survey 2017 suggests that the sign bylaw, as a complete document, has yet to demonstrate that the business community has been properly informed of the nature of its content, desired outcome and unintended consequences of the proposed sign bylaw.

DESIGN WITH EVERYONE IN MIND: Does Outdoor Advertising Work?

One of the greatest challenges faced in establishing a sign Bylaw is determining if actual outdoor signage as a whole impacts the consumer and leads to the desired result of generating customers for the business or communicating public messages for organizations that utilize such forms of advertising.

The Arbitron National In-Car Study, 2009 edition and the Arbitron Out-of-Home Advertising Study 2013 provides a detailed examination of America's travel habits and its exposure to outdoor advertising including billboards, digital signage, bus shelters, taxi cabs, kiosks and more. The findings, while specific to the U.S. Consumer, are very relevant and paint a very interesting picture into the minds and psyche of the consumer and what impact, if any, Out of Home (OOH) advertising, and signage in particular, have on us when it comes to marketing and advertising.

Significant Highlights

- The vast majority of U.S. adults have the opportunity to be exposed to out-of-home advertising each month. Close to 9 in 10 Americans aged 18 or older have traveled the roads or rails in a vehicle in the past month including cars, trucks, buses, taxis, commuter rails and subways.
- Time spent potentially exposed to OOH media is significant. The average time spent traveling is over 20 hours per week and covers 169 miles. Mega-Milers, the heaviest travelers, average 363 miles per week.
- OOH media viewership is high. Three-quarters of total U.S. adults have noticed advertising on static billboards, digital billboards, sides of public buses, bus shelters, taxi cabs, commuter rails, subways or any street level advertising such as kiosks or newspaper stands in the past month; viewership among travelers is 84%.
- Billboards are the most viewed OOH media. Roughly two-thirds of travelers have seen a billboard advertisement in the past month and over 4 in 10 have viewed a digital billboard.
- Engagement with billboards is considerably high. Over 8 in 10 billboard viewers make a point to look at the advertising message at least some of the time; nearly half look at the billboard ad each time or almost each time they noticed one.
- OOH media delivers more affluent consumers. OOH media viewers overall are more likely to live in upper-income households and Mega-Milers, the heaviest travelers who account for the majority of OOH ad impressions, are three times as likely to live in an upper-income household compared to light travelers.
- Purchasing decisions are often made away from home. Over two-thirds of travelers make their purchasing decisions at some location outside of their home over the course of a typical week; over half report making their purchasing decisions most frequently when they are not home.
- Out-of-home ads generate buzz. Roughly 4 in 10 OOH media viewers have talked about products they saw advertised with others and 8% have blogged or posted to a social network.
- Out-of-home ads motivate action. OOH media has prompted 4 in 10 viewers to visit a store or restaurant they saw advertised or watching a TV show.

With the amount of time we spend in our cars, there is ample time for us to be exposed to all sorts of OOH advertising. The question, of course, is do we pay attention to it and if so, does it cause us to make a purchase?

To the question of whether we pay attention, the Arbitron National In-Car Study, 2009 showed that 71% of us "often look at the messages on roadside billboards (traditional and digital combined) and more than one-third (37%) report looking at an outdoor ad each or most of the time they pass one."

As to exactly what information we are gleaning from a billboard varies. According to the study more than half of billboard viewers aged 18 or older have:

- Learned about an event they were interested in attending (58%)
- Learned about a restaurant they later visited (58%)
- Talked about something funny they saw (56%) on a roadside billboard
- Been reminded to tune into a TV program (33%) or a radio station (44%)
- Noted a phone number (26%) or Web site address (28%) written on an outdoor billboard

Most viewers won't remember a website or phone number they see on a billboard; if they want to know something about a given company, they do what millions of others do every day when they want to know something... they Google it.

What about purchase decision and influence?

According to the study, "billboard viewers make shopping decisions while in the car."

- 72% of billboard viewers frequently, or sometimes, shop on their way home from work
- 68% frequently, or sometimes, make their shopping decisions while in the car
- 38% make the decision to stop at the store while on their way home
- 24% say they were motivated to visit a particular store that day because of an outdoor ad message
- 32% visited the retailer they saw on a billboard later that week
- 50% reported receiving directional information from a billboard
- 24% said they have immediately visited a business because of an outdoor ad message

Not surprisingly, grocery stores/supermarkets or large retail chains were the locations most often cited by respondents as the places they visit on their way home - good news for retailers who are considering some OOH advertising.

It would appear, at least from the findings of these studies, that outdoor advertising does work, at least in the sense that people A) notice it and B) are influenced by it to some degree.

Who uses OOH advertising?

There is no one group that can be exempt from the benefits of using outdoor advertising as a way to communicate value and influence buying behaviour, or behaviour in general. Messages are delivered through this medium for Non-Profit and For-Profit organizations that range from the Tourism Sector to Industry to Foods Service to the small independent retailer and many community-based organizations that rely on affordable means of communication.

What is clear is that there are a variety of alternatives available to satisfy all levels of affordability and budget constraints, while satisfying the need to reach the intended target market with a frequency that parlays the message. Reach and frequency is marketing 101. A sign bylaw should not allow for unintended favouritism between social messaging and that used to drive economic benefit to the sign company, advertiser nor business or property owner.

KEEP UP ON MAINTENANCE: THE UNINTENDED CONSEQUENCES AND MISSED BENEFITS

While there are many comparator communities with sign bylaws, they range from strict to lax in the design and enforcement of the bylaw. It is clear that the City of SSM has designed a sign bylaw that is balancing contending fields of interest. What is clear is that there has been no assessment of the unintended consequences that may result, across all sectors. These unintended consequences, in a

worst case scenario, could result in business closure, job loss and the loss of capital investment and livelihood. This is a concern that has been raised by a number of Chamber members.

A further unintended consequence is the additional placement of “regulatory red tape” on the business community and the cost of enforcement of the proposed bylaw. As doing business becomes more and more challenging, the level of entrepreneurial activity diminishes, further eroding the ability of a community to foster the private sector growth that delivers economic prosperity and economic resilience and sustainability.

Secondary to this is the attraction of business ownership to young people who do not wish to leave the community, and seek entrepreneurial opportunities. If business ownership is viewed as too burdensome, the result is an outward migration of youth to constituencies that offer greater opportunity for success and a better return on effort.

Communication with the City and the sign companies, who provide a variety of sign products, has been satisfactory over the course of the two year period in which a revised sign bylaw has been considered. As evidenced through Chamber Sign Bylaw Survey 2017 however, there is much confusion within the user groups as to the content, desired outcome and unintended consequences of restricting certain sign types, most namely the portable signs.

With respect to portable signs, the providers of these signs have engaged with the City to convey that enforcement of the existing bylaw can provide the City with a desired outcome in the most immediate term; that is to improve the visual quality of the signs, boundary and set back infringement as well as density. According to the City, this has reduced the volume of signs from approximately 450 portable signs to 266 permitted portable signs under the existing bylaw. While decluttering the visual advertising landscape, there has been no opportunity for there to be an assessment of the satisfaction that the general public has with this renewed enforcement effort. Under current financial pressures, the Municipal Government of SSM needs to fully assess the value and cost of hiring for an additional Bylaw Officer for the purposes of enforcement of the sign bylaw.

While there has been a concerted effort in the past few months to enforce the current system, there remain numerous issues to be resolved between both the providers and end users of portable signs. This can only be done through a further concerted effort by all parties affected.

The Potential for Missed Benefits

As Sault Ste. Marie defines itself as a brand and better understands its economic path to prosperity, there is the potential to miss opportunities to promote itself with a restrictive sign bylaw. In most communities where there has been the adoption of a community brand, or tourism brand, or industrial brand, the most prolific failure of these brands has been the adoption of such by the community at large.

Community branding requires that the constituents live and breathe the brand so that any interaction locally or abroad gives raise to the positive representation of the community. This reinforces the need to

reach the community with the brand message and reinforce that message through frequency of repetition. Leveraging existing signage, primarily portable signage, can be a way of achieving branding success while maintain a quality standard, pride and cost effectiveness.

By engaging both the sign companies and end users, a brand standard can be developed and supported by all constituents, allowing for continued use of a proven and effective communications medium and greater community support for the brand, while maintaining acceptable levels of sign concentration and visual acceptance.

RECOMMENDATIONS:

The Sault Ste. Marie Chamber of Commerce urges the City of Sault Ste. Marie to:

1. Develop a Sign Bylaw that allows for the development of entrepreneurial activity and supports local economic prosperity through:
 - a) Deleting the proposed Sign Bylaw section 9. 1 2 Portable Signs.
 - b) Adopting existing Portable Sign regulations to Sign Bylaw section 9. 1 2 Portable Signs, for a minimum period of two years. During this time enforce the proposed draft Sign Bylaw as amended.
 - c) Striking a committee that includes those sectors impacted by the Sign Bylaw.
 - i. Further, establishing open communication and engagement between this committee and local tourism partners and tourism businesses.
 - d) Being adaptive in recognizing opportunities to amend the sign bylaw on an as needed basis, based on the committee recommendations.
 - e) Assessing the economic impact and unintended consequences of adopting a more rigid sign bylaw.
2. Determine the Constitutionality of the sign bylaw with respect to Freedom of Expression on:
 - a) Vacant land privately held.
 - b) Third party promotion.
3. Contract Sign Bylaw enforcement to the private sector for quarterly enforcement activity.
4. Establish a process for self-enforcement by the sign companies.
5. Engage in determining how to establish quality standards and branding standards in a consultative process with all sign users and providers.
6. Use the Tax Role, a form of segmenting communications to those impacted by the adoption and consideration of new public policy formulation, as it pertains to evolving sign bylaw formulation.

**LAIDLAW
PACIOCCO
DUMANSKI
SPADAFORA &
JOHNSON LLP**

LAW FIRM

747 Queen Street East, Suite 202
Sault Ste. Marie, ON P6A 2A8
[T] 705 942-5856
705 949-7790
[F] 705 942-6493
705 949-5816
[E] info@ssmlawfirm.com
[w] www.ssmlawfirm.com

DONALD B. LAIDLAW (RETIRED)
ROBERT W. PACIOCCO
ROBERT J. DUMANSKI*
CARLO V. SPADAFORA**
PAUL A. JOHNSON***
ALEXANDRIA M. LITTLE
MARK A. LEPORE

REPLY TO: Mark A. Lepore

February 2nd, 2017

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

ATTENTION: Mr. Mayor and Members of Council

Dear Mr. Mayor and Members of Council:

RE: City of Sault Ste. Marie Proposed Comprehensive Signs Bylaw

Please accept this letter as the written submissions of my client, Leslie Cook, the owner and operator of Leslie Advertising Signs concerning the proposed Comprehensive Signs By-law (the “New Signs By-law”). Mr. Cook has operated Leslie Advertising Signs since 1978 exclusively offering mobile/portable sign rentals. This is an established business which the residents of Sault Ste. Marie have relied upon for nearly 40 years.

Mr. Cook is strongly opposed to the New Signs By-law which is currently before City Council for its consideration. The New Signs By-law, and in particular the provisions therein contained concerning portable signs, is unduly restrictive upon both business that specialize in mobile sign rentals as well as the Sault Ste. Marie business community at large and others who currently use portable signs. The existing signs by-law 2005-166 (the “Existing Signs By-law”), if enforced, would in Mr. Cook’s view resolve many of the issues expressed concerning portable signs while at the same time allowing Mr. Cook and other portable sign companies to remain in business and allow other businesses to continue to utilize an affordable advertising method.

Mr. Cook is particularly concerned with the effect that the New Signs By-law will have on his business. It is likely that after nearly 40 years, Mr. Cook’s business will suffer irreparable loss should City Council adopt the New Signs By-law. There are also other businesses in Sault Ste. Marie which would likely suffer similar losses as a result of the New Signs By-law.

These submissions will discuss four main areas of concern:

- (a) Restrictiveness;
- (b) Effectiveness;
- (c) Adequacy of Public Input; and
- (d) Enforcement.

The New Signs By-law is Unduly Restrictive

Mr. Cook is concerned that the New Signs By-law will unduly restrict the ability of local businesses in Sault Ste. Marie to advertise and promote themselves and their products and service offerings. Portable signs have for at least the past 40 years been an affordable and effective way for local businesses to display their messages throughout the community. Some businesses use portable signs and some do not. Depending on the type of business, portable signs sometimes are a preferred method of advertising but not always. Consider, for example, a grocery store with weekly promotions or specials. The grocery store would certainly benefit from a portable sign since the changeable copy allows it to promote its message without significant expense which would be incurred with other advertising mediums.

In deliberating upon the New Signs By-law, City Council should consider the *Canadian Charter of Rights and Freedoms* (the “Charter”) and how the New Signs By-law could be contrary to freedom of expression guaranteed by the Charter. The regulations concerning portable signs in the New Signs By-law would be akin to near prohibition. It follows that the provisions contained in the New Signs By-law concerning portable signs may not be a reasonable limitation under the Charter but rather an unreasonable restriction on the ability of businesses to express themselves freely in Sault Ste. Marie.

The New Signs By-law also prohibits third party advertising and only allows portable signs advertising the business located on the property upon which the sign is located. The staff report before Council states that the needs to regulate third party advertising are two fold: (a) to reduce clutter and (b) to protect businesses from competitor advertising. It is submitted that restricting third party advertising is not the least restrictive way to reduce clutter and furthermore that the City should not be taking steps to reduce competition in the marketplace or engage in protectionist regulations.

The staff report before Council advises that the proposed approach is legal and common throughout the Province. The report however fails to provide any basis in law for such a conclusion. Furthermore, there is no detailed discussion as to which communities have signs by-laws similar to the New Signs By-law. The report simply summarily addresses a very significant potential concern as being “legal”. Even if such a discussion was provided, commonality of approach is no assurance as to the legality of a by-law. Legality and enforceability of any given by-law would be challenged and determined on a case-by-case basis before a Court of competent jurisdiction.

Effectiveness of By-law (Existing and Proposed)

According to the staff report before Council, it would appear that some citizens of Sault Ste. Marie are concerned that portable signs are unsightly. Mr. Cook submits that the reason for this is that the provisions of the Existing Signs By-law have not been enforced. Mr. Cook's signs have always been properly maintained and are designed in such a way that they do not blow over during a windstorm and are not stabilized by way of concrete blocks or other unsightly and perhaps dangerous methods. Mr. Cook has never received a complaint or concern about his signs being unsightly or dangerous in his nearly 40 years of business. It is submitted that the reason for this is that Mr. Cook has always complied with the Existing Signs By-law.

In some instances, Mr. Cook feels that the provisions of the New Signs By-law will be ineffective in remedying aesthetic concerns in Sault Ste. Marie. For example, in areas such as along Great Northern Road, Second Line and Trunk Road, there are currently signs on vacant land. Portable signs on vacant land will be prohibited by the New Signs By-law. If the signs are removed, the aesthetic quality of the land in question will not be improved but rather will deteriorate as the vacant land will now only contain overgrown grass and weeds.

The Existing Signs By-law contains provisions designed to satisfy the concerns that appear to exist concerning portable signs however those provisions have not been enforced or enforced in an inconsistent manner. The Existing Signs By-law if enforced would be effective to address issues concerning portable signs provided that the provisions of same would be enforced.

Public Input Surveys

Much of the reason for the regulation contained in the New Signs By-law appears to arise from a survey conducted by the City.

The survey appears to have been conducted in two phases. The first phase of the survey received 259 responses and only 45 responses appear to be in relation to portable signs. Considering a population of approximately 75,000 this calls into question the adequacy of the size of the sample. Also in the first phase of the survey, merely 21 responses indicated that limits on portable signage would improve sign regulation in Sault Ste. Marie.

In the second phase of the survey, we notice that the question concerning portable signs obtained 292 responses, the majority of which indicated that the proposed regulations were too restrictive.

Even if the sample size of the survey conducted is adequate, the results would indicate that portable signs are not really a concern among the population and that the proposed regulations concerning portable signs are too restrictive.

It would appear that a handful of survey results are forming the basis for the City to force Leslie Advertising Signs and others out of business.

Enforcement Issues

Mr. Cook is aware of situations in the past where serious breaches of the Existing Signs By-law were allowed to persist despite significant safety concerns. Despite Mr. Cook in the past having advised the relevant City departments of these serious breaches, to the best of Mr. Cook's knowledge, no enforcement steps were taken by the City and the offending signs in question were permitted to remain. It begs the question that if the Existing Signs By-law cannot be enforced, how would the New Signs By-law be enforced? In fact, considering the extensive and sometimes confusing regulations contained in the New Signs By-law, enforcement can easily become significantly more onerous for City staff.

Mr. Cook has always sought to obtain permits from the City of Sault Ste. Marie concerning his portable signs and has always fully complied with the Existing Signs By-law. As of recently, for reasons unknown to Mr. Cook, the City of Sault Ste. Marie has refused to grant permits to some of Mr. Cook's signs, namely those located in approved areas on City owned property which have existed with permits for many years. Most of these signs are located in areas where the road allowance is located within the parking lot of the property in question and so it is necessary to place those signs on City owned property. For many years, Mr. Cook would request the necessary permit and as long as no safety issue was found, the permit would be issued. Lately, these permits, and in particular the renewal of existing permits, have been refused with absolutely no reasons provided to Mr. Cook or authority provided to support the City's decision.

Mr. Cook has always complied with the Existing Signs By-law however the City has not been enforcing same as regards to non-compliant signs. In Mr. Cook's view, the Existing Signs By-law is effective to regulate portable signs in the City of Sault Ste. Marie so long as it is enforced in a consistent manner. Furthermore, it would appear that the New Signs By-law is unduly restrictive and will force Mr. Cook and others out of business along with adversely affecting the ability of the business community at large to advertise.

Yours truly,

LAIDLAW PACIOCCO DUMANSKI
SPADAFORA & JOHNSON LLP

Mark A. Lepore

MAL/sn

Malcolm White

From: Karin Sildam Eaton <Karin@sac-ace.ca>
Sent: Monday, February 06, 2017 2:16 PM
To: Peter Tonazzo; Malcolm White
Subject: Comments regarding Draft Sign By-law

Hello Peter and Malcolm,

I am writing to you on behalf of the Sign Association of Canada regarding the proposed changes to City of Sault Ste. Marie's Sign Bylaw. I recognize that we were supposed to get our comments in for you by January 25th. I realize that these comments below will not be submitted to the Council tonight but hope that they will be taken into account by your team regardless.

I commend your team on conducting thorough research on the matter. Our members commented that your team has put a lot of thought into both the wording and the layout of the sign bylaw draft. It is easy to read and follows well.

We do have some questions and/or feedback regarding the bylaw:

Wall Sign:

§9.13 (b). *No wall sign shall be erected above the first storey of a building or structure.*

In our experience, municipalities have allowances for first, second and upper storey wall signs. Given that there may be not much need for upper storey wall signs in Sault Ste. Marie, we strongly recommend that there should be allowances for second storey wall signage.

Drive-through Signs:

There is no mention of drive-through signs and whether or not they require permits. These should preferably be listed by drive-through lane rather than by lot or site. Also, we recommend that the bylaw address electronic pre-sell and menu boards as our members are getting quite a lot of requests for these from their customers (restaurant chains with drive throughs).

Directional Signs:

Furthermore, the only mention of directional signs refers to off-site directionals (for tourist attractions and major public facilities) as being exempt from the by-law. Do the regular enter/exit signs that so many client have require permits? Is there a size or quantity that they should not exceed?

My apologies again for sending this message so late in the process.

Please let me know should you have any questions or concerns or would like to discuss our feedback in further detail. You can reach me via email at karin@sac-ace.ca or 1.877.470.9787 x3.

Kind regards,

Karin

Karin S. Eaton

Director, Government Relations

Sign Association of Canada

1 Yonge Street, Suite 1801

Toronto, ON M5E 1W7

T 905-856-0000 ext. 3 / TF 877-470-9787 ext. 3

www.sac-ace.ca

October 27-28, 2017

International Centre, Entrance 1

6900 Airport Road, Mississauga, ON L4V 1E8



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2017-32

AGREEMENT: (E2.14) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Innovation Centre for the lease of the Civic Centre, 6th Floor located at 99 Foster Drive, Sault Ste. Marie.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Sault Ste. Marie Innovation Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for the lease of the Civic Centre, 6th Floor located at 99 Foster Drive, Sault Ste. Marie.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 6th day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

LEASE AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of December, 2016

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")

-and-

SAULT STE MARIE INNOVATION CENTRE

(the "Tenant")

OF THE FIRST PART;

Re: 99 Foster Drive (6th floor), Sault Ste. Marie, Ontario

OF THE SECOND PART;

OFFICE LEASE

TABLE OF CONTENTS

SUMMARY	4
1. LEASED PREMISES	5
2. TERM OF LEASE	5
3. RENT	5
3.1 When Payable	5
3.2 Annual Rent	5
3.3 Rental	5
3.4 Termination of Lease	5
4. PARKING	5
5. TENANT'S COVENANTS	5
5.1 Rent	5
5.2 Taxes	5
5.3 Permitted Use	6
5.4 Rules and Regulations	6
5.5 Repair	6
5.6 Repairs Where Tenant at Fault	6
5.7 Notice of Defect	6
5.8 Assign or Sublet	6
5.9 Not to Affect Insurance	6
5.10 Tenant's Compliance with Laws	6
5.11 Services and Facilities	6
5.12 Telephone, Cable and Internet Systems	7
5.13 Nuisance	7
5.14 Tenant's Indemnity	7
5.15 Insurance	7
5.16 Entry by Landlord	7
5.17 Showing Premises	7
5.18 Alterations	8
5.19 Construction Liens	8
6. LANDLORD'S COVENANTS	8
6.1 Quiet Enjoyment	8
6.2 Services and Facilities	8
6.3 Access	9
6.4 Repair	9
6.5 Interior Cosmetics	10
6.6 Telephone, Cable and Internet Systems	10
6.7 Landlord Improvements	10
6.8 Indemnity	10
6.9 Landlord's Compliance with Laws	10
6.10 Insurance	10
6.12 Environmental Contaminants	10
6.13 Warranty	11
7. PROVISOS	11
7.2 Damage to Premises	11
7.3 Damage to Tenant's Property	12
7.4 Impossibility of Performance	12
7.5 Default of Tenant	12
7.6 Default of Landlord	12
7.7 Non-waiver	12
7.8 Overholding	12
7.9 Termination of Agreement	12
7.10 Directory Board	13
7.11 Option to Extend Lease	13
7.12 Notice	13
7.13 Lease Entire Relationship	13
7.14 Right of Re-entry	13
7.15 Cancellation, Relocation or Demolition	13
7.16 Surrender	13
7.17 Dispute Resolution	13
8. INTERPRETATION	14
8.1 Definitions	14
8.2 Severance	14
8.3 Headings and Captions	14

8.4 Effect of Lease	14
8.5 Governing Law	14
8.6 Time of the Essence	14
8.7 Freedom of Information	14
SCHEDULE "A"	16
SCHEDULE "B"	17
SCHEDULE "C"	18

THIS LEASE made in duplicate as of the ____ day of December, 2017
IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "Landlord")

OF THE FIRST PART;

-and-

SAULT STE MARIE INNOVATION CENTRE
(the "Tenant")

OF THE SECOND PART;

SUMMARY

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Lease. Any conflict of inconsistency between these provisions and the provisions contained elsewhere in this Lease will be resolved in favour of the provisions contained elsewhere in this Lease:

- a) **Address of Premises:**
99 Foster Drive (6th floor),
Sault Ste. Marie, Ontario
P6A 5X6
- b) **Annual Rent:**
\$74,514.00 plus HST for the first year of the initial term, payable monthly, and thereafter subject to annual increases based on a three year rolling average of CPI Ontario All Items.
- c) **Term:**
Five (5) years
- d) **Extension Options:**
On mutual agreement with 6 months' written notice
- e) **Commencement Date:**
April 1st, 2017
- f) **Address of Landlord**
c/o Legal Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1
- With rent cheques payable to:
The Corporation of the City of Sault Ste. Marie
- g) **Address of Tenant:**
1520 Queen St. East, Suite CC 200
Sault Ste. Marie, Ontario
P6A 2G4

THE PARTIES AGREE AS FOLLOWS:

1. LEASED PREMISES

In consideration of the rents reserved and the covenants and agreements herein, the Landlord leases to the Tenant the Premises as described in Schedule "A" (the "Premises") at 99 Foster Drive (6th floor), Sault Ste. Marie, Ontario.

2. TERM OF LEASE

The Term of this Lease shall commence on April 1st, 2017 and shall be for a period of five (5) years, terminating March 31, 2022 with the option to extend as contained herein.

2.1 Early Possession

The Landlord agrees that upon the Tenant executing the within Lease and providing proof of insurance, the Tenant shall be permitted possession of the Premises commencing February 1, 2017 in order to prepare the Premises for the Tenant's occupation, at no additional rent to the Tenant.

3. RENT

3.1 When Payable

The Tenant agrees to pay to the Landlord Rent during the Term of this Lease the amounts as designated below, in equal monthly installments, by the 15th day of each and every month.

3.2 Annual Rent

3.3 Rental

Rent shall be fixed for the first two years of the first Term at the Annual Rent, and then shall be increased annually based on a rolling average of Consumer Protection Index Ontario "All Items" of the previous three years, to be determined by the Landlord and six months' prior notice shall be provided to the Tenant. All Rental amounts are subject to H.S.T.

3.4 Termination of Lease

In the event that this Lease Agreement is terminated by either Party hereto and the termination date is not the last day of any month, the Rent payable for that month shall be pro-rated.

4. PARKING

The Landlord shall provide parking spaces in the on-site City owned lot, to the North side of Foster Drive and adjacent to the Premises for all staff. The Landlord shall provide further parking at the City owned lot on the South side of Foster Drive and adjacent to the Premises for one (1) staff member of the Tenant. The aforesaid parking spaces will benefit from a parking pass. Anyone permitted by the Tenant to be on the Premises that does not benefit from a pass shall park within the designated visitor parking lot owned by the City and located on the South side of Foster Drive and adjacent to the Premises.

5. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

5.1 Rent

To pay Rent in accordance with the provisions of this Lease.

5.2 Business Taxes

To indemnify the Landlord against payment of all loss, costs, charges and expenses occasioned by, or arising from all taxes, rates, duties, assessments, licence fees, and all taxes which may in future be levied in lieu of the taxes; all of the payments to be made by the Tenant to the Landlord, and all loss, costs, charges and expenses suffered by the Landlord in connection therewith may be collected by the Landlord as rent with all rights of distress and otherwise reserved to the Landlord in respect of rent in arrears, upon written request of the Landlord to deliver to it for inspection receipts for payment of all taxes, rates, duties, assessments, and other charges in respect of all improvements, equipment and facilities of the Tenant in the Premises; to furnish to the Landlord on request evidence satisfactory to the Landlord of payments for the preceding year.

5.3 Permitted Use

To use the Premises as general office space for the Innovation Centre and all other uses ancillary thereto only, in accordance with all laws, regulations, by laws, policies or procedures of any Authority.

5.4 Rules and Regulations

To ensure that the Tenant and its employees and all persons visiting or doing business with on the Premises are bound by and shall observe all rules and regulations herein and those attached to this Lease as Schedule "B" and all other reasonable rules and regulations that are not inconsistent with the terms of this Lease made hereafter by the Landlord of which notice in writing are given to the Tenant and all rules and regulations are deemed to be incorporated into and form part of this Lease.

5.5 Repair

Tenant at Fault
Subject to the Landlord's obligations to repair pursuant to the other provisions of the within Lease, to repair the Premises, reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the Landlord is insured, or cause by the Landlord's negligence, only excepted; to Permit the Landlord to enter and view the state of repair at reasonable times and upon reasonable notice to the Tenant; to repair according to notice in writing and to leave the Premises in good repair.

5.6 Repairs Where Tenant at Fault
If the Building, including the Premises, the elevators, boilers, engines, pipes and other apparatus used for the purpose of heating or air-conditioning or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment or the roof or outside walls needs repairing or become damaged through negligence, carelessness or misuse by the Tenant, its servants, agents, employees or anyone permitted by it to be on the Premises, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid forthwith on demand. Except through the negligence, carelessness or misuse by the Tenant, its servants, agents, employees, or anyone permitted by it to be on the Premises, all such repairs shall be the responsibility of the Landlord.

5.7 Notice of Defect

To give the Landlord notice, as soon as reasonably possible, of any accident to or defect in the mechanical and electrical services, or any other system or part of the Premises which the Landlord is obligated to repair.

5.8 Assign or Sublet

To not assign or sublet without leave of the Landlord, which leave may not be unreasonably withheld.

5.9 Not to Affect Insurance

To not do or omit or permit to be done or omitted upon the Premises anything which causes the rate of insurance for the Building to be increased and if the rate of insurance for the Building is be increased by reason of anything done or omitted or permitted to be done or omitted by the Tenant or anyone permitted by the Tenant to be upon the Premises, the Tenant shall pay to the Landlord the amount of such increase.

5.10 Tenant's Compliance with Laws
To comply with all provisions of law including federal and provincial legislative enactments, building by-laws, and all other governmental or municipal regulations which relate to the partitioning, equipment, operation and use of the Premises, and to the making of repairs, replacements, alterations, additions, changes, substitutions or improvements to the Premises, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by fire insurance underwriters, and to obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises;

a) **Waste** - To not do or permit any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permit any overloading of the floors thereof, and to not place therein any safe, heavy business machine or other heavy thing, without first obtaining the consent in writing of the Landlord.

b) **Keep Tidy** - To leave the Premises in a reasonably tidy state at the end of each business day to facilitate the Landlord's cleaning services hereinafter referred to.

c) **Signage** - The Tenant is not to erect signage without the consent of the Landlord.

d) **Interior Cosmetics** – The Tenant is not to undertake cosmetic changes to the interior of the Premises, without consent of the Landlord, which consent shall not be unreasonably withheld.

e) **Exterior Cosmetics** – The Tenant is not to undertake cosmetic changes to the exterior of the Premises, including landscaping, without consent of the Landlord. If cosmetic changes to the exterior of the Premises are undertaken during any term of this Lease, the Tenant shall return the exterior to its original state or to a state that is agreeable to the Landlord at the Tenant's sole liability and expense.

f) **Glass** - To pay the cost of replacement with as good quality and size of any glass broken on the Premises during this lease, unless the breakage is not the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.

5.12 **Telephone, Cable and Internet Systems**
To cover the cost of all telephone, cable and internet usage, set-up, and installation fees.

5.13 **Nuisance**

To not use or permit the use of any part of the Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Premises. The Landlord acknowledges and agrees that the permitted use does not contravene this section.

5.14 **Tenant's Indemnity**

To indemnify the Landlord against any claims, including all claims for personal injury or property damage, arising out of the negligence associated with the conduct of work by or through any act or omission of the Tenant or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Tenant, and against all costs, counsel fees, expenses and liabilities incurred from any claim or any action or proceeding brought thereon, on the demised premises.

5.15 **Insurance**

To carry Broad Form Commercial Property insurance including commercial contents of every description on a replacement cost basis including coverage for all glass and plate glass in the Premises, whether installed by the Landlord or the Tenant, boilers and pressure vessels, and leasehold improvements. The Tenant shall also carry Commercial General Liability insurance in an amount not less than \$5,000,000 (five million), and Tenant's Legal Liability insurance to the replacement cost of the Premises occupied by the Tenant, and with policies and insurers acceptable to the Landlord.

Each policy will name the Landlord as an additional insured as its interest may appear. Each policy, with the exception of the comprehensive liability insurance, will provide that the insurer will not have any right of subrogation against the Landlord on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Landlord or Tenant covered by such insurance.

The cost or premium for each and every such policy will be paid by the Tenant. The Tenant will obtain from the insurers under such policies undertakings to notify the Landlord in writing at least 30 days prior to any cancellation hereof or any material change therein. The Tenant will provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this clause.

5.16 **Entry by Landlord**

To permit the Landlord or its servants or agents to enter the Premises at all reasonable and upon reasonable notice to the Tenant, except:

- in the event of an emergency from time to time for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; and
- where the purpose of the Landlord or its servant's entry is to access its own property, including without limitation stored documents or archives, in which case reasonable notice shall not be required by the Tenant.

The Landlord, its servants or agents may at any time after written notice to Tenant enter upon the Premises to remove any article or remedy any condition which in the opinion of the Landlord would be likely to lead to cancellation of any policy of insurance on the Building or any part thereof.

The Landlord, its employees, agents and servants shall, when entering the Premises for any reason, uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.

To permit the Landlord or its agents to show the Premises to prospective Tenants during normal business hours of the last six (6) months of the Term upon giving 24 hours' notice.

5.17 **Showing Premises**

5.18 Alterations

To not make or erect in the Premises any installations, alterations, additions or partitions without submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, and further to obtain the Landlord's prior written consent to any change in the drawings and specifications submitted as aforesaid.

Approved work may be performed by contractors engaged by the Tenant, subject to all reasonable conditions which the Landlord may impose; provided nevertheless that the Landlord may at its option require that the Landlord's contractors be engaged for any mechanical or electrical work;

5.19 Construction Liens

Any work performed by or for the Tenant shall be performed by competent workmen the Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or Tenant's contractors the cost of all the work and of all materials, labour and services involved therein and of all decorations and all changes in the Building, its equipment or services, necessitated thereby;

To not permit during the Term hereof any construction liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the Premises or to the building, and that whenever any lien attaches or claim therefore is filed, within twenty (20) days after the Tenant has notice of the claim for lien to procure the discharge thereof by payment or by giving security or in such a manner as is or may be required or permitted by law.

5.20 Warranty

The Tenant represents and warrants that there has not been and is not now and covenants to ensure that there will not be, at any time during the Term any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced or incorporated in or on any part of the Premises.

6. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

6.1 Quiet Enjoyment

That provided the Tenant pays the rent hereby reserved when due and performs the Tenant's responsibilities herein, it shall peaceably hold the Premises during the Term of this lease without interruption by the Landlord or any person rightfully claiming through or in trust for it.

6.2 Services and Facilities

To provide and operate the following services and facilities for the Premises as expressed below, at the Landlord's expense, and maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the term:

- a) **Structure and glass** - To keep in good repair and condition the foundations, outer walls, roof, spouts and gutters of the building, and the plumbing sewage and electrical systems therein except to the extent that they are located on the Premises or occupied by other lessees of the building, and to promptly replace plate glass and other glazing materials for the Building in case of breakage unless the breakage is the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.
- b) **Utility Systems** - To cover the cost of usage of utility systems including water and electricity.

c) **Heating and Air-Conditioning** - To provide heating equipment of the Premises to an extent sufficient to maintain a reasonable temperature therein at all times, except during the making of repairs; but should the Landlord make default in doing so, for reasons beyond the Landlord's control it is not liable for indirect or consequential damages or damages for personal discomfort or illness; unless such default is due to the negligence of Landlord.

To provide air-conditioning for the Premises, for which purpose the Landlord has installed in the building a system for ventilating and air-conditioning in summer and ventilating and heating in winter, which is designed for normal occupancy of the Premises for office purposes on the basis of the window shading being fully closed in those offices having exterior windows exposed to the sun.

Any use of the Premises not in accordance with the present installations, or partitioning arrangement which interferes with the normal operation of the heating and air-ventilating system, may require changes or alterations in the system or the ducts through which it operates. Any changes or alterations so occasioned, if the changes can be accommodated by the Landlord's equipment, shall be made by the Tenant at its cost and expense, but only with the written consent of the Landlord obtained first, and in accordance with drawings and specifications, and by a contractor, approved first in writing by the Landlord, and such approval shall not be unreasonably withheld.

The Landlord reserves the right, should heating or air-conditioning equipment develop faults or in the opinion of the Landlord require repairs, alterations or improvements to terminate the supply of heating or air-conditioning to the Premises until any necessary repairs, alterations or improvements have been completed. The Landlord undertakes no responsibility or liability for failure to supply the heating or air-conditioning service when stopped or when prevented from doing so by strikes or by any cause beyond the Landlord's reasonable control, or by orders or regulations of any authority or failure of electric current, steam, or water or other suitable power supply or inability upon the exercise of reasonable diligence to obtain such electric current, steam, or water or other suitable power supply for the operation of the equipment.

d) **Elevator** – To furnish, except when repairs are being made, passenger elevator service to the Premises; and to permit the Tenant, its employees, and all persons having business with the Tenant to have the free and exclusive use of the elevators service, but the Tenant and all other persons using the service do so at their sole risk and under no circumstances is the Landlord responsible for damage or injury happening to any person while using the elevator or occasioned to any person by any elevator or any of its appurtenances.

e) **Washrooms** – To provide fully equipped washroom facilities for male and female employees in accordance with the requirements established by the *Occupational Health and Safety Act*, RSO 1990 c. O.1 as amended, and the regulations made thereunder, or any successor Act, a handicapped accessible male and female washroom in accordance with the requirements established by the Ontario Building Code and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Tenant, for the use and operation of such washroom facilities.

f) **Exterior, Common Areas** - To maintain the exterior of the Building, the parking areas and walkways in good repair.

g) **Building Security** – To provide security for the Building in accordance with the Landlord's standard practice, as would a reasonably prudent landlord of a similar building.

h) **Janitorial Services** – To provide janitorial services for the Premises, as set out in Schedule "C" attached hereto, including the provision of waste removal services, all cleaning material and washroom supplies and floors.

i) **Snow Removal** – To provide snow and ice removal, sanding and salting services, as required, at the Landlord's discretion for all parking lots and walkways servicing the premises.

j) **Life Safety** – To establish a workable emergency evacuation program.

k) **Light** – To repair and replace all light bulbs, ballasts and light fixtures when necessary.

6.3 Access

To permit the Tenant and all persons lawfully requiring communication with it to have the use during normal business hours in common with others of the main entrance and the stairways, corridors and elevators leading to the Premises. Notwithstanding any other provision of this Lease, the Landlord acknowledges that it may be necessary for the Tenant to access the Premises at times other than normal business hours. The Landlord agrees to allow the Tenant such access, provided the Tenant complies with any reasonable rules for security and safety.

6.4 Repair

To maintain the Premises in good repair and tenantable condition during the

Term and make good any defect or want of repair and/or replacement promptly upon notice thereof with minimum disruption to the Tenant's business.

6.5 Interior Cosmetics

6.6 Telephone, Cable and Internet Systems

6.7 Landlord Improvements

To allow the Tenant to make minor changes to interior cosmetics in the premises at the Tenant's sole discretion and expense, including without limitation painting, wallpaper, or shelving.

To permit the Tenant to effect the installation of telephone, cable and internet systems in the Premises at the sole expense of the Tenant.

To not, at any time during the Term, commence construction or alterations to the Building which will have the effect of altering any part of the structure, interfering with the business operations of the Tenant, interfering with entry or exit from the Premises, or causing noise or other nuisances which might interfere with the Tenant's business operations.

In the event that the Landlord intends to commence any construction or alterations to the Building during the Term, such construction shall be subject to the following terms and conditions:

- a) The Landlord shall deliver reasonable notice to the Tenant, including complete and detailed plans and specifications of the planned construction prior to the commencement of construction;
- b) The Landlord must receive the prior written approval of the Tenant and of any required Authorities, the Tenant's approval therefor not to be unreasonably withheld;

- c) All construction must be completed promptly and in a good workmanlike manner, and must not interfere with the use of the Premises or any part thereof by the Tenant and wherever possible, must be completed outside normal business hours, unless the Tenant otherwise agrees; and
- d) All Utilities and other base building systems must continue to be fully operative during any period of construction and the Landlord shall be responsible for any damages or costs incurred by the Tenant to the extent caused or contributed to by any interruption of such Utilities or systems.

6.8 Indemnity

To indemnify the Tenant against any claims, including all claims for personal injury or property damage arising out of any negligence associated with the performance or conduct of work by or through any act or omission of the Landlord against all costs, counsel fees, expenses and liabilities incurred from any claim or action or subsequent proceeding brought thereon, as having occurred in or about the demised Premises.

6.9 Landlord's Compliance with Laws

To comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes or any relevant Authority which relate to the Premises or to the use or occupation of the Premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements to the Premises. The Landlord agrees not to bring or commence any application with the respective Authority to change the respective use of the Premises and lands, or the zoning of the lands, without the Tenant's prior written consent.

6.10 Insurance
The Landlord shall maintain insurance in respect of the Building against loss, damage or destruction caused by fire and extended perils for the full replacement cost basis. The Landlord shall also maintain commercial general liability insurance on the Property with coverage for any one occurrence of not less than \$5,000,000 (Five million).

That the Landlord and each person acting for on or behalf of the Landlord making a determination, designation, calculation, estimate, conversion or allocation or in giving an approval or consent under this Lease, will act reasonably, promptly and in good faith and each accountant, architect, engineer or surveyor, or other professional person employed or retained by the Landlord will act in accordance with the applicable principles and standards of that person's profession.

6.12 Environmental Contaminants

To remove any Environmental Contaminant located on or in the building after the Commencement Date and whether or not resulting from any act, omission or negligence of the Landlord or those for whom it is in law responsible, which is contained in accordance with all applicable requirements of any relevant Authority. If any such Contaminant is not removed forthwith by the Landlord, the Tenant shall be entitled, but not required, to remove the same on the Landlord's

behalf and the Landlord shall reimburse the Tenant for the cost thereof.

6.13 Warranty

The Landlord represents and warrants that there has not been and is not now and covenants to ensure that there will not be, at any time during the Term any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced or incorporated in or on any part of the Premises.

7. PROVISOS

Provided always and it is agreed:

7.1 Alterations and additions

a) All installations, alterations, additions, partitions and fixtures other than trade or Tenant's fixtures in the Premises, whether placed there by the Tenant or the Landlord are, immediately upon placement, the Landlord's property without compensation therefore to the Tenant and, except as hereinafter mentioned in this proviso, shall not be removed from the Premises by the Tenant at any time either during or after the Term.

- b) The Landlord is under no obligation to repair or maintain the Tenant's installation alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant.
- c) The Tenant may remove any fixtures they install, but must repair any holes or other damage in the walls, ceiling or floor to original condition at the Tenant's sole expense. The Tenant shall have the continuous right during the Term or any extension thereof to move in or out of the Premises any of its furniture, personal effects, chattels and any business equipment.

7.2 Damage to Premises
If, at any time during the Term, the Building shall be damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Landlord, then, and in every such event:

- a) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the date of occurrence of such damage ("the "Date of Damage"), the Premises are rendered partially unfit for occupancy or impossible or unsafe for use of occupancy, then the Rent shall abate as of the Date of Damage in proportion to the part of the Premises which is rendered unfit, and Rent will not be payable again until such time as the Premises have been fully restored by the Landlord to their condition as of the Commencement Date.
- b) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage cannot be repaired with reasonable diligence within 120 days of the Date of Damage, then either the Landlord or the Tenant may terminate this Lease within twenty (20) days following the date of the architect's opinion by written notice to the other party, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.
- c) In the event that neither the Party terminate this Lease accordance with the previous section, then the Landlord shall repair the Premises with all reasonable speed and the Rent hereby reserved shall abate from the Date of Damage until the date that the either the Premises are responded to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.
- d) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage can be repaired

with reasonable diligence within 120 days of the Date of Damage, then the Rent shall abate from the Date of Damage until the date the Premises are restored to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.

e) The decision of the Tenant's architect as to the time within with damage cannot be repaired, the extent of the damage, or the state of tenantability of the Premises, shall be final and binding upon the Parties.

f) If the Landlord does not commence to repair or restore the Premises within fifteen (15) days of the date of the Tenant's architect's opinion, the Tenant may terminate this Lease upon fifteen (15) days' prior notice to the Landlord, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

7.3 Damage to Tenant's Property

The Landlord is not liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to any other person while the property is on the Premises or in the building whether the property has been entrusted to employees of the Landlord or not and the Landlord is not liable for damage to property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage pipes or plumbing works of the building or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted by any other tenant. Landlord shall remain liable for any damage due to Landlord negligence or willful misconduct or the negligence or willful misconduct of its agents, employees, contractors, invitees or guest.

7.4 Impossibility of Performance

Whenever and to the extent that the Landlord is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord is entitled to extend the time for fulfillment of the obligation by a time equal to the duration of the delay or restriction, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

7.5 Default of Tenant

If the Rent or any part thereof is not paid within ten (10) days of the due date, whether lawfully or not, or if the Tenant shall make default in the observance or performance of any of the Tenant's covenants or agreements contained in this Lease and such arrears or default continue for a period of ten (10) days, then the Landlord may give the Tenant notice requiring the Tenant to pay the arrears or remedy the default within thirty (30) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Tenant fails to pay the arrears or commence to remedy the default within such period, the Landlord may in addition to any other remedies the Landlord may have either in this Lease or at law, re-enter the Premises and the Term hereby granted shall be terminated.

7.6 Default of Landlord

If the Landlord defaults in the observance or performance of any of its covenants or agreements contained in this Lease, the Tenant will give the Landlord a reasonable opportunity to remedy the default.

7.7 Non-waiver

No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of any covenant, proviso or condition herein operates as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing. All rights and remedies of the Landlord contained in this lease are cumulative and not alternative.

7.8 Overholding

If the Tenant continues to occupy the Premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant is a monthly tenant at the rent herein and on the terms and conditions herein except as the length of tenancy.

7.9 Termination of

The Landlord acknowledges that the Tenant receives funding from various

Agreement

sources in order to finance its operations. The Landlord further acknowledges that these can change at any time. As a result, the Landlord hereby grants the Tenant the right to terminate this Lease on three (3) months' prior written notice without penalty.

7.10 Directory Board

7.11 Option to Extend Lease

The Tenant shall have the option to extend the Lease for an additional (5) years on the same terms and conditions, except for a further right of renewal and except for rent, which shall be negotiated by the parties on six (6) months' prior written notice. If the parties cannot agree on the rental amount two (2) months prior to beginning of the extended term, then the parties agree that that matter shall be submitted to binding arbitration, pursuant to the Arbitration Act of Ontario, 1991.

7.12 Notice

Any notice required by any provision of this lease shall be given in writing by registered mail or facsimile addressed to:

In the case of notice to the Landlord:

Corporation of the City Of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X9
Fax: 705-759-5405
Attention: Nuala Kenny

In the case of the Tenant:

After April 1, 2017, in the case of the Tenant:
1520 Queen Street East, Suite CC 200
99 Foster Drive, 6th Floor
Sault Ste. Marie, Ontario
P6A 2G4
Fax:705-942-6169
Attention: Don MacLennan

The time of giving notice is deemed to be the fourth business day after the day of mailing. The notice is also sufficiently given when it is delivered to an executive officer of the recipient Party at the time of delivery.

7.13 Lease Entire Relationship

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease except as expressly set out in this lease and that this lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

On the Landlord's becoming entitled to re-enter upon the Premises under any of the provisions of this lease, upon due process of the law, the Landlord may enter the Premises either by force or otherwise, without being liable therefore, to relet the Premises, to receive the Rent therefore and as the agent of the Tenant, to take possession of furniture or property on the Premises and to sell the furniture or other property at public or private sale without notice and apply the proceeds of sale and any rent derived from reletting the Premises upon account of the rent under this lease, and the Tenant is liable to the Landlord for any deficiency.

The Landlord shall not have the rights to relocate the Tenant to alternate premises or to cancel the lease or demolish the building the term of the lease or any renewal thereof without the Tenant's prior consent.

It is understood that the Tenant, at the termination of the lease will surrender the Premises in their existing state at that time without compensation, and free from any obligation to remove or demolish their existing leasehold improvements.

If a dispute arises out of, or in connection to, this Lease Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process, failing which, the parties agree that the matter shall be submitted to binding arbitration, pursuant to the Arbitration Act of Ontario,

1991.

All information exchanged during this meeting or any subsequent dispute resolution process shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

8. INTERPRETATION

8.1 Definitions

In this lease:

- (a) "business day" means any of the days from Monday to Friday of each week inclusive unless the day is a holiday;
- (b) "normal business hours" means the hours from 8:30 a.m. to 4:30 p.m. on business days.
- (c) "Environmental Containment" includes any hazardous or toxic substances or materials, including without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handled friable materials including asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to any law or any Authority. Notwithstanding this definition, the parties agree that the Tenant shall be permitted cleaning solutions, toners for photocopiers/printers and other ordinary office products provided they are properly and safely handled.

8.2 Severance
In the event that any provision of this Lease is deemed to be invalid or unenforceable, it is understood between the Parties that such provision shall, whenever possible, be interpreted, construed, limited or it necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Lease shall remain valid and continue to bind the parties.

If required, the parties agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the parties' original intent in entering into the Lease or to provide an equitable adjustment in the event so much provision can be added.

8.3 Headings and Captions
The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease nor any of the provisions hereof.

8.4 Effect of Lease
This Lease and everything herein contained shall operate to the benefit of any and by binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

8.5 Governing Law
This Lease shall be governed by and construed in accordance with the laws of Ontario.

8.6 Time of the Essence
Time shall be of the essence hereof.

8.7 Freedom of Information
The Tenant acknowledges, agrees and consents that the Landlord may release the terms of the within Lease and any information contained herein, if required to do so by law or ordered by a Court or Tribunal of competent jurisdiction.

IN WITNESS WHEREOF the parties hereunto have executed this Lease.

SIGNED, SEALED & DELIVERED

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

Per: _____

MALCOLM WHITE
City Clerk

Per: _____

CHRISTIAN PROVENZANO
Mayor

SAULT STE MARIE INNOVATION CENTRE

Per: DON MACLENNAN

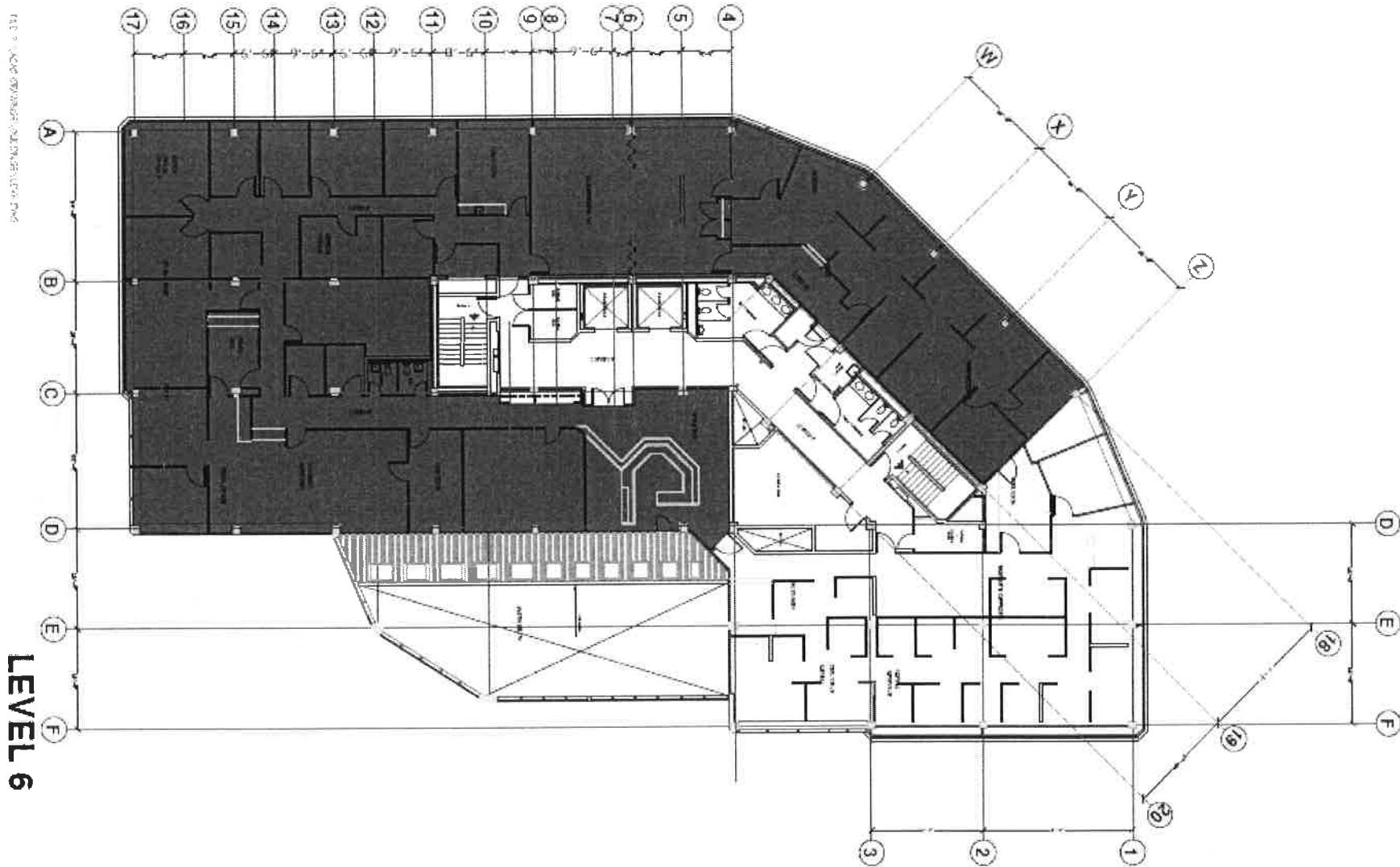
DON MACLENNAN
Acting Executive Director

Authorized Signing Officer

SCHEDULE "A"
Leased Premises

The area of the leased Premises for the purpose of this Agreement shall consist of the space set out hereunder.

Any addition to, reduction from, or change in use or purpose of the area of the leased Premises shall be agreed to in writing and attached hereto.



SCHEDULE "B"
Rules and Regulations

1. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles not required for business purposes.
2. The Landlord, its employees, agents and servants shall uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.
3. The sidewalks, entries, passages, hallways, elevators and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than an ingress to and egress from the Premises. The Landlord reserves entire control of all parts of the Building used for the common benefit of all tenants and of the sidewalks, entries, corridors and passages not within the Premises, washrooms, lavatories, air-conditioning closets, fan rooms, janitors' closets, electrical closets and other closets, stairs, elevator shafts, flues, stacks, pipe shafts and ducts, and has the right to place signs and appliances therein, as it may deem advisable, provided that the ingress to and egress from the Premises is not unduly impaired.
4. The Tenant shall not permit any cooking in the Premises without the prior consent of the Landlord. The Landlord shall permit the Tenant to use a microwave or toaster oven on the Premises for the benefit of staff.
5. The washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse shall be borne by the Tenant by who or by whose agents, servants, or employees the damage is caused. The Tenant shall not let the water run unless it is in actual use.
6. The Tenant shall permit window cleaners to clean the windows of the Premises during normal business hours.
7. Canvassing, soliciting and peddling in the Building are prohibited.
8. Any hand trucks, carryalls, or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as the Landlord requires.
9. No animals other than guide dogs shall be brought into the Building.

SCHEDULE "C"
Janitorial Services

Janitorial services shall be provided during the Term of this Lease Agreement the fees for which are included in the Annual Rent.

Amendments to this arrangement shall be confirmed in writing and attached hereto as an addendum.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-33

HERITAGE DESIGNATION: (C3.16) A by-law to designate the property listed below as being of architectural or historic value or interest:

1. 83 Huron Street

WHEREAS Section 29 of the *Ontario Heritage Act*, R.S.O. 1990, c. O. 18 authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of architectural or historic value or interest;

WHEREAS the Council of the Corporation of the City of Sault Ste. Marie has caused to be served on the owners of the lands and upon The Ontario Heritage Trust, notice of intention to so designate the property and has caused such notice of intention to be published in the Sault Star for three consecutive weeks;

WHEREAS no objections to the proposed designations have been served on the Clerk of the municipality; and

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to the *Ontario Heritage Act* ENACTS as follows:

1. PROPERTIES DESIGNATED

There is designated as being of architectural or historic value or interest, the building and monuments described above and further described in Schedule "A" to this by-law.

2. HERITAGE DESIGNATION REPORT

The Heritage Designation Report of the Sault Ste. Marie Municipal Heritage Committee dated June 13, 2016 recommending that the building and monuments be designated of significant cultural heritage value and interest pursuant to Part IV of the Ontario Heritage Act is attached as Schedule "B" to this by-law.

3. EFFECTIVE DATE

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

PASSED in Open Council this 6th day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

md\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-33 Heritage Designation - 83 Huron Street - Machine
Shop.docx

SCHEDULE "A" TO BY-LAW 2017-33

83 HURON STREET

PT HUDSON'S BAY COMPANY'S LANDS S/S PORTAGE ST PL TOWN PLOT OF SAULT STE. MARIE, BEING PTS 3, 4, 5, 6, 7, 8, 9, 10 1R13083 S/T AL 126955 T/W AL 126955; PT HUDSON'S BAY COMPANY'S LANDS S/S PORTAGE ST PL TOWN PLOT OF SAULT STE. MARIE AND PT LAIRD AND HENDERSON MILL SITE IN FRONT OF LOTS 1 TO 30 INCLUSIVE ORIGINAL TOWN PLOT BEING PT 21, 1R13083; TOGETHER WITH AN EASEMENT OVER PTS 11, 14, 15, 16, 18, 19, 20 1R13083 AS IN AL145063; CITY OF SAULT STE. MARIE.

SAULT STE MARIE MUNICIPAL HERITAGE COMMITTEE
REPORT & RECOMMENDATION
to the
CORPORATION OF THE CITY OF SAULT STE MARIE

**that the
MACHINE SHOP LOCATED AT 83 HURON STREET,
SAULT STE MARIE
BE DESIGNATED AS A PROPERTY OF
HERITAGE VALUE OR INTEREST
UNDER THE ONTARIO HERITAGE ACT**

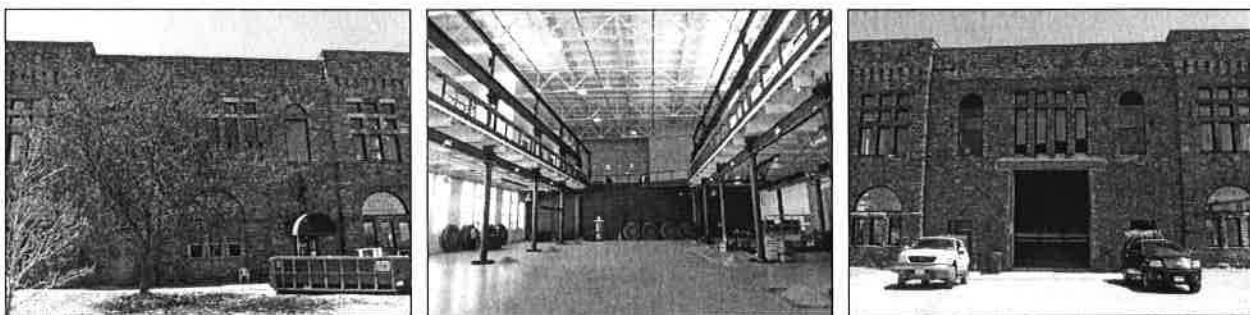


Machine Shop - North-West Elevation

Introduction

The Sault Ste. Marie Municipal Heritage Committee is comprised of members interested in heritage conservation with expertise in a number of related fields such as local history and architecture. The members are appointed by Council and recommend to Council significant properties of cultural heritage value or interest for designation under the Ontario Heritage Act.

The Sault Ste. Marie Municipal Heritage Committee having examined the property known as the Machine Shop, located at 83 Huron Street, Sault Ste Marie and recommends to Council that this structure be designated under Part IV of the Ontario Heritage Act.



The Sault Ste. Marie Municipal Heritage Committee has consulted with the Owner of this building (1188004 Ontario Ltd) and the Owner has indicated that it has no objection to the designation of this structure.

Description of Property

Built on the site of the former Hudson Bay trading post and constructed by 1900 the Machine Shop is a rectangular building constructed of red sandstone, excavated from the adjacent power canal and lock.

The external plan size is 167' 9" (51.13m) by 87' 3" (26.59m) measured at the base which tapers slightly, buttress like, to a height of +/- 6' 0" (1.83m). Internally the dimensions of the actual Machine Shop portion are 80' 1" (24.39m) wide by 119' 10" (36.51m) in length.

(Cont.)

The Machine Shop is single storey with an overall interior height of 43' 4" (13.20m), but contains an interior mezzanine floor at 18' 6" (5.62m) to the underside. At the same time as the original construction a Blacksmith's Shop, also of single storey construction but much lower in height was constructed at the south east corner. This latter structure has been partially demolished and much altered over the years but the majority of the interior remains relatively intact.

Statement of Cultural Heritage Value and Interest:

- 1) The Machine Shop is constructed of local red sandstone excavated from the adjacent power canal and lock.
- 2) The Machine Shop formed a portion of the turn of the century industrial empire developed on the site by Francis Hector Clergue. This included the Tagona Water & Light Company, Algoma Iron Works, the Algoma Central & Hudson Bay Railroad, the Lake Superior Paper Company, the Spanish River Pulp & Paper Company, The Algoma Steel Corporation, the Algoma Tube Works Ltd, the International Transit Company, and the Helen & Gertrude Mines in Wawa,
- 3) Francis Hector Clergue is designated as a National Historic Person by the Historic Sites and Monuments Board of Canada for his contribution to the industrial growth of the city of Sault Ste. Marie.
- 4) It is also additionally significant that the internal cast iron support columns of the mezzanine floor were cast on site at the Algoma Iron Works (Embossed AIW 1900).

The key exterior features that embody the heritage value of the Machine Shop include:

- 1) The Machine Shop is one of the finest Ontario examples of Romanesque Revival architecture popularized in the style of Henry Hobson Richardson. i.e. 'Richardson Romanesque' incorporating heavy massing, symmetrical composition and rusticated stonework in squared random rubble. Each corner consists of a slightly projecting tower which extends a little higher than the main exterior walls which are corbeled out to the parapet. The overall impression of this landmark building is one of considerable strength.
- 2) The decorative and distinctive elements of the Machine Shop are repeated in other buildings in the complex resulting in a harmony and attractiveness that was unusual in industrial architecture of this time period.
- 3) The building, excluding the Blacksmith's Shop is of rectangular plan, of single storey slab on grade construction, but with an internal mezzanine floor running around the building exterior perimeter.
- 4) Window openings are generally grouped in threes. The ground floor sets are rectangular but the mezzanine groupings have semi-circular arched heads.
- 5) A Blacksmiths Shop, built at approximately the same time, was attached to the south-east corner and the south side of the Machine Shop. Much of the exterior of this Shop has been demolished at the west end but a significant portion remains towards the south east corner. The remaining interiors in heavy timber post and beam construction are considered to be of significance and to be incorporated within this designation report.

The key interior features of the Machine Shop include:

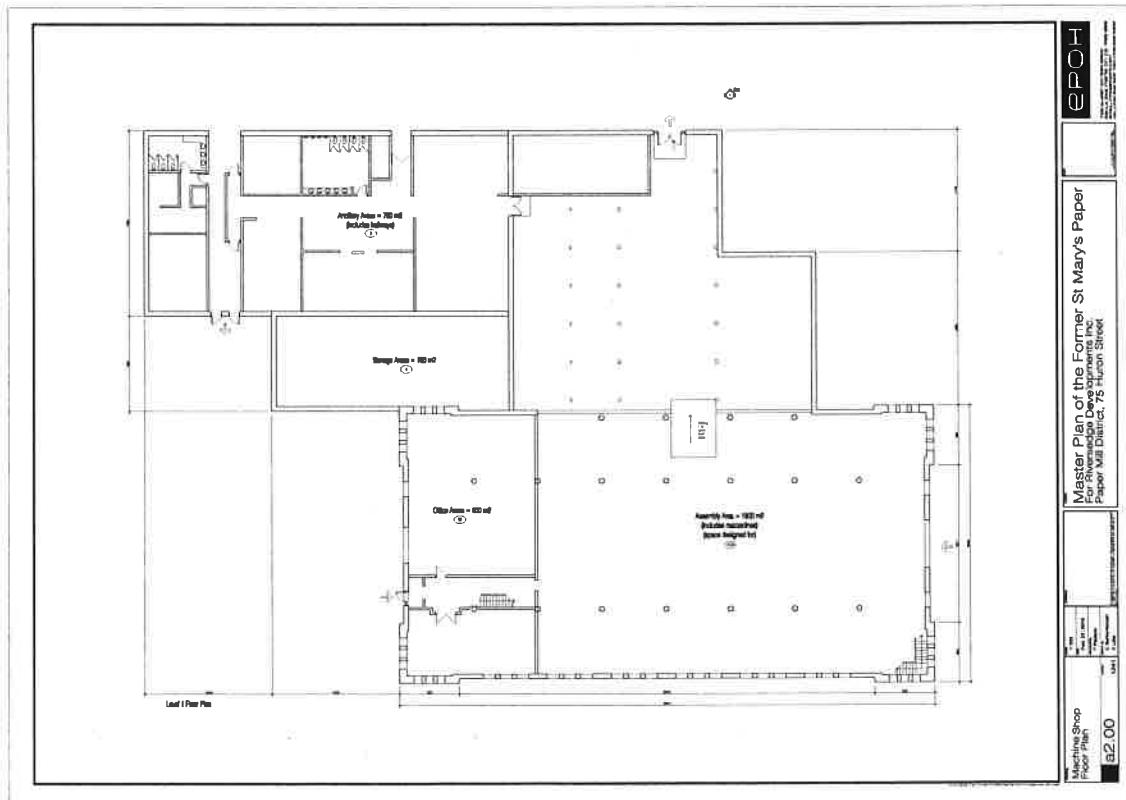
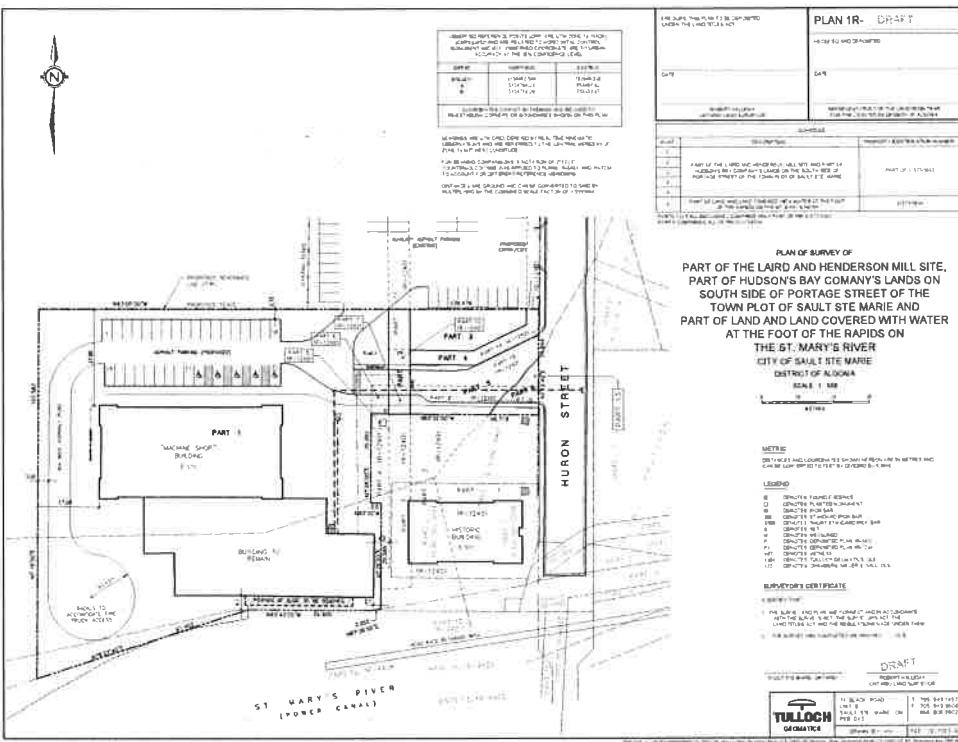
- 1) Significant internal features are the cast iron columns supporting the exterior perimeter of the mezzanine with embossed "AIW (Algoma Iron Works) 1900" on the outer face. Jib cranes are attached to certain columns and clear span roof trusses are composed of riveted angle iron.

The Sault Ste Marie Municipal Heritage Committee uses the following criteria when evaluating a property:

- * A property may be of cultural heritage value or significance if it is associated with the life of an outstanding member of the community or has played a role in an important historical event.
- * A building may be of architectural significance if it is a good example of a particular building type, architectural style or period, or if it is the work of an important architect or early builder.
- * A building may also have contextual significance if it forms an integral part of the surrounding streetscape.
- * A property may be of cultural heritage value or significance if it possesses unique aesthetic or picturesque qualities.
- * A property may be of cultural heritage value or significance if it incorporated the use of local sandstone in the building construction, particularly from the Sault Ste. Marie Canal excavation.



It is the opinion of the Sault Ste Marie Municipal Heritage Committee that the Machine Shop meets all of the criteria listed above



MACHINE SHOP -- 83 HURON STREET, SAULT STE MARIE, ONTARIO - P5



ELEVATIONS

Plan & Elevations, have been provided courtesy of EPOH Inc. Architects, Engineers and Interior Designers



Cast Iron Interior Column



Mezzanine Level Floor

MACHINE SHOP -- 83 HURON STREET, SAULT STE MARIE, ONTARIO - P6

MACHINE SHOP - DESIGN

At the time of the preparation of this report the architect/designer of the Machine Shop has not been established. Neither have the original design drawings been located.

The (Toronto) Globe of June 24, 1899 and the (Toronto) Evening Star of June 19, 1899 both indicate that the Machine Shop had been completed. There is a photo of the Machine Shop which appears complete published in an article entitled 'The Clergue Industries in Canada' contained in the May 4, 1900 edition of the "Canadian Manufacturer".

Architects known to be working for Clergue's Lake Superior Power Company in and around that time were:

- * E. Francis Head 1899-1902 - refer to his entry in the Biographical Dictionary of Architects in Canada, 1800-1950. Robert Hill ed. In 1988 the initials **EFH** were found on a drawing of the Blacksmiths Shop, which is attached to the Machine Shop. At this time Francis Head would appear to be the most likely designer.
- *
- * Harry J. Powell 1900-1901 - (given these dates Harry Powell would probably not have had an involvement). - refer to his entry in the Biographical Dictionary of Architects in Canada, 1800-1950. Robert Hill ed.
- *
- * James Calloway Teague 1898-1905(?).
- * Teague had an architectural practice in Sault Ste Marie MI. and also as being a draftsman for Clergue's Lake Superior Power Company. He is noted for the (revised) design of the (Union Carbide) generating station on the south (Michigan) side of the St Marys River and of 'Montfermier' a house for Francis Clergue and his family at Moffley Hill, Sault Ste Marie Ontario. - refer to his entry in the Biographical Dictionary of Architects in Canada, 1800-1950. Robert Hill ed.

NOTE

Historically this building has always been referred the 'Machine Shop' and that is the term used throughout this Report.

It is our understanding that the building has now been renamed 'Millworks.'

Respectfully Submitted

November 1, 2015 (Revised and updated for new Owner - April 28, 2016)

Prepared for Municipal Heritage Committee review

By

Jeanette Cowen & Chris Tossell - Sault Ste Marie Municipal Heritage Committee.

END



COUNCIL REPORT

June 13, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager Recreation & Culture
DEPARTMENT: Community Services Department
RE: Ontario Heritage Act – Part IV Designation of Machine Shop
(83 Huron St.)

PURPOSE

The purpose of this report is to seek Council's approval to designate the Machine Shop located at 83 Huron Street under the Ontario Heritage Act, due to its significant heritage value to the City of Sault Ste. Marie.

BACKGROUND

The Sault Ste. Marie Municipal Heritage Committee advises City Council as to the cultural heritage value or interest of properties within the Municipality, and recommends that significant properties be designated under Part IV of the Ontario Heritage Act. This affords the property, and in particular the designated heritage features, special protection under the Act. The Sault Ste. Marie Municipal Heritage Committee is recommending to City Council the designation of the Machine Shop located at 83 Huron Street due to its significant heritage value to the City of Sault Ste. Marie.

In April of 2015 the owner (2319839 Ontario Inc.) of the Machine Shop located at 83 Huron Street submitted an application for consideration of designation. At their May 2015 meeting, the Sault Ste. Marie Municipal Heritage Committee assigned Committee Members to evaluate the building. Ownership of the property changed, as a result, a meeting was held on April 14, 2016 with the new owner (1188004 Ontario Ltd.) of the Machine Shop. The new property owner confirmed that they were interested in proceeding with the designation.

A final report recommending designation of the building was presented and the Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their May 11, 2016 meeting.

2016 06 13

Page 2.

Moved By: C.Tossell

Seconded By: M. Caruso

"Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the designation report for the Machine Shop located at 83 Huron Street, as edited be recommended for designation under Part IV of the Ontario Heritage Act; and further that a report be sent to City Council to request their approval to proceed with the designation."

CARRIED

ANALYSIS

The designation report which provides a detailed description of the cultural heritage value of this property is attached for Council's review. The key features being recommended for protection under the designation are:

The key exterior features that embody the heritage value of the Machine Shop include:

- 1) The Machine Shop is one of the finest Ontario examples of Romanesque Revival architecture popularized in the style of Henry Hobson Richardson. i.e. 'Richardson Romanesque' incorporating heavy massing, symmetrical composition and rusticated stonework in squared random rubble. Each corner consists of a slightly projecting tower' which extends a little higher than the main exterior walls which are corbeled out to the parapet. The overall impression of this landmark building is one of considerable strength.
- 2) The decorative and distinctive elements of the Machine Shop are repeated in other buildings in the complex resulting in a harmony and attractiveness that was unusual in industrial architecture of this time period.
- 3) The building, excluding the Blacksmith's Shop is of rectangular plan, of single storey slab on grade construction, but with an internal mezzanine floor running around the building exterior perimeter.
- 4) Window openings are generally grouped in threes. The ground floor sets are rectangular but the mezzanine groupings have semi-circular arched heads.
- 5) A Blacksmiths Shop, built at approximately the same time, was attached to the south-east corner and the south side of the Machine Shop. Much of the exterior of this Shop has been demolished at the west end but a significant portion remains towards the south east corner. The remaining interiors in heavy timber post and beam construction are considered to be of significance and to be incorporated within this designation report.

The key interior features of the Machine Shop include:

- 1) Significant internal features are the cast iron columns supporting the exterior perimeter of the mezzanine with embossed "AIW (Algoma Iron Works) 1900" on the outer face. Jib cranes are attached to certain columns and clear span roof trusses are composed of riveted angle iron.

IMPACT

Ontario Heritage Act – Part IV Designation of Machine Shop (83 Huron St.)
2016 06 13
Page 3.

There is no immediate budget impact. However, when the property owner enrolls in the Heritage Property Tax Rebate Program they will be eligible for a 40% rebate on the taxes that pertain to only the designated building.

STRATEGIC PLAN

This item does not relate to the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Chair of the Sault Ste. Marie Municipal Heritage Committee concerning the designation of the Machine Shop located at 83 Huron Street be received and the recommendation that the property be designated under Part IV of the Ontario Heritage Act be approved.

Respectfully submitted,



Virginia McLeod,
Manager of Recreation and Culture,
on behalf of
Sault Ste. Marie Municipal Heritage
Committee

Recommended for approval,



Nicholas J. Apostle,
Commissioner Community Services

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2017-34

AGREEMENT: (C3.17(3)) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada ("Her Majesty") hereby represented by the Minister of Industry (the "Minister") for Community Infrastructure Program 150 funding for the Strathclair Lighting project.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 10, 2017 between the City and Her Majesty the Queen in Right of Canada ("Her Majesty") hereby represented by the Minister of Industry (the "Minister"), a copy of which is attached as Schedule "A" hereto. This Agreement is for Community Infrastructure Program 150 funding for the Strathclair Lighting project.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 6th day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Schedule "A"

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Project No: 839-510969

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of **JAN 10 2017**

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** ("Her Majesty") hereby represented by the Minister of Industry (the "Minister").

AND: The Corporation of the City of Sault Ste. Marie ("Recipient") a Municipality under the laws of Ontario.

WHEREAS in its 2015 Budget, the Government of Canada allocated \$150 million to the newly created Canada 150 Community Infrastructure Program ("CIP 150") to repair, rehabilitate and expand existing community infrastructure assets; and

WHEREAS the Minister has agreed to make a non-repayable contribution to the Recipient under the CIP 150 for the Project (as defined herein),

NOW THERETOFORE, in accordance with the mutual covenants and agreements herein, the Minister and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 funding in support of the Project (as defined herein).

2. Interpretation

- 2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

Aboriginal Government means a band council within the meaning of section 2 of the *Indian Act*; or a government authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement, given effect and declared valid by federal legislation.

Agreement means this agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

CIP 150 means the Canada 150 Community Infrastructure Program as described in the recitals hereto.

Contribution means the contribution to Eligible Supported Costs in the amount stipulated in Subsection 4.1.

Date of Acceptance means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

Eligible Costs means those costs incurred by the Recipient which, in the opinion of the Minister are reasonable and required to carry out the Project as more particularly described in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

Eligible Supported Costs means those Eligible Costs which are to be incurred between April 1, 2016 and the Program Expiry Date and that are designated for support under this Agreement as more particularly described in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

Event of Default means the events of default described in Subsection 12.1 hereof.

Final Report means the report described in Annex 3 – Reporting Requirements.

Fiscal Year means the Government of Canada's fiscal year beginning on April 1 of a year and ending on March 31 of the following year.

Minister means the Minister responsible for the Department of Industry or any one or more of his representatives.

Northern Ontario includes the following Census Divisions: Muskoka District municipality; Nipissing District; Parry Sound District; Manitoulin District; Sudbury District; Greater Sudbury Census Division; Timiskaming District; Cochrane District; Algoma District; Thunder Bay District; Rainy River District; and Kenora District.

Parties means the Minister and the Recipient and **Party** means any one of them.

Program Expiry Date means March 31, 2018.

Project means the Project described in Annex 1 – Statement of Work.

Project Completion Date means December 31, 2017.

Project Start Date means March 1, 2017

Stacking Limits means the maximum total funding toward the Project, from federal, provincial and municipal government sources, expressed as a percentage of Total Eligible Costs as shown in Annex 1 – Statement of Work.

Survival Period means the period of six (6) years following the period determined in Subsection 3.1 as the duration of the Agreement.

Total Eligible Costs means the total costs of the Project as set out in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an Integral part of this Agreement:

Annex 1 - Statement of Work
Annex 2 - Costing Guideline Memorandum
Annex 3 - Reporting Requirements
Annex 4 - Federal Visibility Requirements

3. Duration of Agreement

- 3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:
- (a) twelve (12) months after the earlier of:
 - i) the Project Completion Date; or
 - ii) the Program Expiry Date; or
 - (b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full, whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

- 3.2 **Survival Period.** Notwithstanding the provisions of Subsection 3.1 above, the rights and obligations described in the following sections shall survive and remain in full force and effect for the Survival Period:

Section 5 – Other Government Financial Support
Subsection 6.6 – Overpayment or Non-Entitlement
Subsections 7.3, 7.4, 7.5, 7.6 and 7.7 – Monitoring, Audit and Evaluation
Subsection 8.1 (b) – Representations and Covenants
Section 11 – Indemnification and Limitation of Liability
Section 12 – Default and Remedies
Section 13 – Project Assets
Subsection 15.10 – Dispute Resolution

4. The Contribution

- 4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project which shall not exceed 50% of the Total Eligible Costs and in an amount not exceeding the lesser of (a) and (b) as follows:
- (a) 50% of the Eligible Supported Costs of the Project incurred and paid by the Recipient as detailed in Annex 1 – Statement of Work; and
 - (b) \$100.000.
- 4.2 The payment of the Contribution per Fiscal Year is estimated at amounts as specified in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other fiscal years than those specified in Annex 1 – Statement of Work.
- 4.3 The Recipient acknowledges that, notwithstanding the Date of Acceptance of this Agreement, the Minister will not reimburse costs incurred by it prior to April 1, 2016 or later than the Program Expiry Date.
- 4.4 The Minister shall not contribute to any Eligible Supported Costs incurred by the Recipient which could cause the Contribution, noted in Subsection 4.1 herein to be exceeded.

- 4.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount until:
 - (a) the Project is completed;
 - (b) the Recipient has satisfied all the conditions of this Agreement;
 - (c) the Final Report described in Subsection 6.4(a)(iii) has been submitted to the satisfaction of the Minister;
 - (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
 - (e) the Minister has approved the final claim described in Subsection 6.4.

5. Other Government Financial Support

- 5.1 The Recipient hereby confirms that for purposes of this Project, no other federal, provincial or municipal government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%).

6. Claims and Payments

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.

6.2 Claims Procedures. The Recipient shall submit claims for reimbursement of Eligible Supported Costs incurred and paid, not less frequently than semi-annually or more frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:

- (a) an itemized summary by cost category of Eligible Supported Costs incurred and paid;
- (b) a progress report of the claim as it relates to Annex 1 – Statement of Work;
- (c) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and of all supporting information provided;
- (d) substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

6.3 Advance Payments.

- (a) Where the Minister is satisfied, based on the risk assessment of the funding, and has determined that the Recipient's cash flow requirements justify the need for an advance of the Contribution, the Minister may, at his or her sole discretion, make an advance payment to the Recipient, subject to the following:
 - (i) The Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the period for which the advance payment has been requested along with any documentation that the Minister may reasonably request.
 - (ii) The Recipient shall account by way of a claim form, to the satisfaction of the Minister, for the use of any advances.
- (b) If the amount of the advance exceeds the amount of Eligible Supported Costs incurred during the period for which the advance payment was made, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

6.4 Final Claim Procedures.

- (a) In addition to the requirements set out in Subsection 6.2, the Recipient's final claim for any Eligible Supported Costs and/or the final reconciliation of any outstanding advances shall be accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - (i) a final statement of total Project Costs;
 - (ii) a statement of the total funding provided from all sources for the Project, including other government funding support received or requested;

- (iii) a Final Report as described in Annex 3 – Reporting Requirements; and
 - (iv) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible Supported Costs submitted for payment.
- (b) The Recipient shall submit the final claim for reimbursement to the satisfaction of the Minister no later than three (3) months after the Project is completed.
 - (c) The Minister shall have no obligation to pay any claims submitted after this date.

6.5 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
 - (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
 - (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Supported Costs claimed have been paid.
 - (d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.
- 6.6 **Overpayment or Non-Entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to the Minister and shall be recovered as such from the Recipient. The Recipient shall repay the Minister within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, from the date of the notice until payment is received by the Minister.
- 6.7 If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue as a result of the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

7. Monitoring, Audit and Evaluation

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, satisfactory in scope and detail, in order to allow the Minister to assess the outcome and costs of the Project.
- 7.2 Upon request of the Minister and at no cost to him or her, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Recipient shall at its own expense:
 - (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project Costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project;
 - (c) supply promptly, on request, such other data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.4 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Project Costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Industry Canada officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.6 The Recipient agrees that the Minister, at his or her expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.

7.7 Auditor General of Canada. The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

8.1 The Recipient represents and warrants that

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) it has acquired, at its own expense, general liability insurance and property damage insurance, in an adequate amount consistent with the scope of the operations and the Project that a prudent person carrying out a project similar to the Project would maintain, and will maintain such for the duration of the Agreement and the Survival Period;
- (c) the signatory(ies) to this Agreement, on behalf of the Recipient, has(ve) been duly authorized to execute and deliver this Agreement;
- (d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;

- (e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (g) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (h) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and,
- (i) the description of the Project in Annex 1 – Statement of Work is complete and accurate.

8.2 The Recipient covenants and agrees that:

- (a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.
- (b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.
- (c) the Project is located in Northern Ontario.
- (d) it shall use the Contribution solely and exclusively to support the Eligible Supported Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum, it shall carry out the Project in a diligent and professional manner, using qualified personnel and it shall complete the Project on or before the Project Completion Date.
- (e) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.

9. **Official Languages**

The Recipient agrees that main signage related to the Project will be provided in both official languages.

10. **Environmental and Other Requirements**

- 10.1 The Recipient represents that any environmental issues or concerns relating to the Project which are known or ought to be known to the Recipient have been disclosed to the Minister, and the Recipient shall inform the Minister of any environmental issue or concern regarding the Project which arise during the term of this Agreement.
- 10.2 The Recipient agrees to comply with all federal, provincial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection.
- 10.3 The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon the Minister satisfying any obligation that he may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

11. Indemnification and Limitation of Liability

- 11.1 The Recipient shall at all times indemnify and save harmless the Minister, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
- (a) the Project, its operation, conduct or any other aspect thereof;
 - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
 - (c) the design, construction, operation, maintenance and repair of any part of the Project; or,
 - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of the Minister, in the performance of his or her duties.
- 11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.3 The Minister will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12. Default and Remedies

- 12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:
- (a) the Recipient fails to proceed diligently with the Project, or abandons the Project in whole or in part, or the Project is not completed by the Project Completion Date;
 - (b) the Recipient makes a materially false or misleading statement concerning support by the Minister in any internal and/or public communication, other than in good faith;

- (c) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (d) an order is made or the Recipient has passed a resolution for the winding up or liquidation of the Recipient, or the Recipient is dissolved;
- (e) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- (f) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Minister, in this Agreement or in its application for the Contribution; or
- (g) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement.

12.2 Notice and Rectification Period. Except in the case of default under Subsection 12.1 (d) (e) and (f), the Minister will not declare that an Event of Default has occurred unless he or she has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred.

12.3 Remedies. If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to the Minister all or part of the Contribution, and that amount is a debt due to the Minister and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by the Minister in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

13. Project Assets

13.1 The Recipient shall retain title to, and ownership of any assets, including intellectual property, the cost of which has been contributed to by the Minister under this Agreement and, save as herein otherwise provided, shall not dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister, which consent may include conditions.

14. Miscellaneous

14.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

14.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) it is and any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.

15. General

- 15.1 **Debt due to Canada.** Any amount owed to the Minister under this Agreement shall constitute a debt due and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 15.2 **Interest.** Debts due to the Minister will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by the Minister. Any such amount is a debt due to the Minister and is recoverable as such.
- 15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to the Minister under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 15.7 **Confidentiality.** Subject to the *Access to Information Act (Canada)*, the *Privacy Act*, the *Library and Archives of Canada Act* and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 15.8 **Waiver of Confidentiality.** Notwithstanding subsection 15.7, the Recipient waives any confidentiality rights to the extent such rights would impede the Minister from fulfilling his notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.9 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

- 15.10 Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 15.11 No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 15.12 No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between the Minister and the Recipient, or between the Minister and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 15.13 No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.14 Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act* (Canada), to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 15.15 No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 15.16 Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

15.17 Severability. If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

15.18 Notice of Termination. The Minister will notify the Recipient with a minimum of 3 months advance notice of a termination or reduction in the amount of the Contribution for this Project in the event the CIP 150 Terms and Condition are terminated or amended.

16. Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada / FedNor
19 Lisgar Street, Suite 307
Sudbury, ON P3E 3L4

Attention: Canada 150 Community Infrastructure Program
or to such other address, as is designated by the Minister in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Al Horsman, Chief Administrative Officer,
The Corporation of the City of Sault Ste. Marie,
Community Services Department,
99 Foster Drive,
Sault Ste. Marie, ON P6A 5N1

With a copy to Virginia McLeod

16.4 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

17. Special Conditions

17.1 As a condition precedent to initial disbursement:

- (a) the Recipient agrees to provide the Minister upon request, certified copies of the Recipient's constating documents, by-laws and / or the resolution authorizing the entering into of this Agreement; and
- (b) the Recipient agrees to provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

17.2 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

18. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 839-510969

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
As represented by the Minister of Industry**

Per: 
Industry Canada / FedNor

Date: JAN 10 2017

The Corporation of the City of Sault Ste. Marie

Per: _____ Date: _____

I have authority to bind the Recipient.

Per: _____ Date: _____

I have authority to bind the Recipient.

ANNEX 1**STATEMENT OF WORK**

Recipient: The Corporation of the City of Sault Ste. Marie
Project Title: Lighting of the Strathclair Baseball Fields
Project Location: 639 Black Road, Sault Ste Marie, P6A 0C8

PROJECT DESCRIPTION:

The installation of electrical wires from the roadway which would be contained in concrete duct bank, through the parking area to the baseball diamond as well as some of the expenses for lighting the field.

Project Start Date: March 1, 2017
Project Completion Date: December 31, 2017

INDUSTRY CANADA / FEDNOR CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
\$0	\$100,000	\$100,000

PROJECT COSTS AND FINANCING

Project Costs	Financing	% of Total Eligible Costs
<u>Eligible Costs</u>	IC / FedNor \$100,000	50%
- <i>Supported</i> \$200,000	Other Federal (incl. Gas Tax Fund)	
- <i>Not Supported</i> \$0	Provincial	
<u>Ineligible Costs</u> \$0	Municipal	
	Recipient \$100,000	50%
	Other (specify)	
Total \$200,000	Total \$200,000	100%

Summary of Stacking Limits

Total Eligible Costs	\$200,000
Total Government Contributions (Federal, Provincial and Municipal)	\$100,000
Stacking Limit – All Government Sources (%)	50 %

Eligible Costs:	Supported	Not Supported	Total
Costs to rehabilitate or improve fixed capital assets	\$200,000	\$0	\$200,000
Fees paid to professionals, technical personnel, consultants and contractors			
Costs of environment assessments			
Costs of any public announcement and official ceremony			
Other direct and necessary costs			
Other			
Total Eligible Costs	\$200,000	\$0	\$200,000
Ineligible Costs			\$0
Total Ineligible Costs			\$0
TOTAL PROJECT COSTS			\$200,000

Please Note:

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
- 2) Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- 3) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

ADDITIONAL REQUIREMENTS:

There are no additional requirements.

ANNEX 2**COSTING GUIDELINE MEMORANDUM****1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
 - (a) directly related to the intent of the Project,
 - (b) reasonable,
 - (c) appear in Annex 1 - Statement of Work,
 - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient, and
 - (e) constitute Eligible Costs as defined in Section 2.0 of this Annex.
- 1.2 Eligible Supported Costs submitted for reimbursement are identified in Annex 1 – Statement of Work, and must be net of any refund or eligible tax credits (including HST). In order to have the HST approved as an Eligible Supported Cost, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

2.0 Eligible Costs

Eligible Costs shall only include the following:

- (a) costs to rehabilitate or improve fixed capital assets of community infrastructure, including expansions;
- (b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the Project;
- (c) costs of environmental assessments, mitigation measures, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act, 2012* or equivalent legislation;
- (d) costs of any public announcement and official ceremony, or of any temporary or permanent signage as further described in Subsection 2.2 below; and
- (e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister.

2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

- (a) the Recipient satisfies the Minister that it is not economically feasible to tender a contract;
- (b) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- (c) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

2.2 Communications

- (a) For the purposes of events, Eligible Costs include the following:
 - Printing and mailing invitations;
 - Light refreshments;
 - Project material for display and/or media kit;
 - Signage; and,
 - Rentals such as: flagpoles, stage, chairs, podium, PA system.
- (b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

3.0 Ineligible Costs

Costs related to the following items are ineligible costs:

- (a) services or works that, in the opinion of the Minister, are normally provided by the Recipient or a related party;
- (b) salaries and other employment benefits of any employees of the Recipient except as indicated in Subsection 2.1 above;
- (c) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (d) cost of feasibility and planning studies;
- (e) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (f) any loan interest or other finance charges;
- (g) cost of land or any interest therein (including easements), and related costs;
- (h) legal fees;
- (i) cost of leasing of equipment by the recipient except for as indicated in Subsection 2.1 above;
- (j) temporary installations;
- (k) moveable equipment, including but not limited to motorized vehicles, furniture, computers and sports equipment;
- (l) the value of any goods and services which are received through donations or in kind;
- (m) costs for food and entertainment except as indicated in Subsection 2.2 above;
- (n) routine maintenance costs; and,
- (o) for the purposes of communications events, ineligible costs include the following: alcoholic beverages, china, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, gifts, and honorariums.

ANNEX 3

REPORTING REQUIREMENTS

- 1) **Progress Reports.** All approved recipients will be required to submit progress reports, based on the risk assessment of the funding, in a form prescribed by the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. The progress report should detail progress on the implementation of the Project, and an overall update on the Project status.
- 2) **Final Report.** In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report in a form prescribed by the Minister, which shall include a summary of Project activities completed; a summary of the Project objectives achieved; a summary of how the Project outcomes fostered regional / community-based partnerships; and a summary of how the Project outcomes contributed to modernizing existing community infrastructure facilities or assets.

ANNEX 4

FEDERAL VISIBILITY REQUIREMENTS

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister.
2. The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements – Canada 150 Community Infrastructure Program section of the FedNor website (fednor.gc.ca), located under Resources.
3. The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada) including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements – Canada 150 Community Infrastructure Program section of the FedNor website (fednor.gc.ca), located under Resources.
4. The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.