

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

Monday, December 10, 2018

4:30 pm

Council Chambers

Civic Centre

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	Pages
1. Adoption of Minutes	20 - 29
Mover Councillor P. Christian	
Seconder Councillor M. Shoemaker	
Resolved that the Minutes of the Regular Council Meeting of 2018 11 05 and the Inaugural Meeting of 2018 12 03 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
3.1 <i>Mayor C. Provenzano - A-14-18-Z – 11 White Oak Drive East</i>	
3.2 <i>Councillor M. Scott - Support Changes to the Labour Relations Act Regarding Construction Employer</i>	
4. Approve Agenda as Presented	
Mover Councillor P. Christian	
Seconder Councillor D. Hilsinger	
Resolved that the Agenda and Addendum for 2018 12 10 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Community Christmas for Children	

Krista Rowe, Planning Committee member

<b>5.2</b>	<b>FutureSSM Project Update</b>	
	Travis Anderson, Project Manager, regarding Agenda item 7.3.1	
<b>5.3</b>	<b>Sault Cycling</b>	30 - 53
	Representatives of the Sault Cycling Club, regarding Agenda item 8.5	
<b>5.4</b>	<b>Downtown Traffic Study – Environmental Assessment Process</b>	
	Scott Johnston, IBI Group, regarding Agenda item 7.4.1	
<b>6.</b>	<b>Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	
	Mover Councillor S. Hollingsworth	
	Seconder Councillor M. Shoemaker	
	Resolved that all the items listed under date 2018 12 10 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended.	
<b>6.1</b>	<b>Correspondence</b>	
<b>6.1.1</b>	<b>Seniors' Health Advisory Committee</b>	54 - 56
<b>6.1.2</b>	<b>Algoma – Companies' Creditors Arrangement Act Proceedings</b>	57 - 58
<b>6.1.3</b>	<b>Sault Area Hospital Level III Withdrawal Management Proposal and Addiction Medicine Consult Team Proposal</b>	59 - 60
<b>6.2</b>	<b>Township of Prince – Provision of Police Services</b>	61 - 69
	A report of the Chief Administrative Officer is attached for the consideration of Council.	
	The relevant By-law 2018-232 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
<b>6.3</b>	<b>RFP – Development of an Arts, Culture and Heritage Plan</b>	70 - 71
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	The relevant By-law 2018-215 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
<b>6.4</b>	<b>RFP – Purchase of Animal Control Enforcement and Sheltering</b>	72 - 73
	A report of the Manager of Purchasing is attached for the consideration of	

Council.

The relevant By-law 2018-217 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

**6.5 Purchase of Animal Control Enforcement and Sheltering**

74 - 82

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

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that the report of the Director Community Services, Community Development and Enterprise Services dated 2018 12 10 concerning Purchase of Animal Control Enforcement and Sheltering be received.

**6.6 RFP – Mobile Parking Payment Solution**

83 - 85

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2018 12 10 concerning Mobile Parking Payment Solution be received and that the proposal submitted by Passport Labs, Inc. for the provision of a one-year pilot project for a Mobile Parking Payment Solution as required by the Parking Division-CDES be approved.

The contract will be for one-year allowing for up to four further one-year extensions by mutual agreement.

The By-law authorizing signature of the agreement with Passport Labs, Inc. will appear on a future Council Agenda.

**6.7 RFP – Waste Wood Grinding – Municipal Landfill**

86 - 87

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

Mover Councillor S. Hollingsworth

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and that the proposal submitted by And-Son Contracting & Gravel Enterprise Inc. for the grinding of waste wood accumulated at the Landfill, as required by Public Works, be approved.

The contract will commence January 1, 2019, and continue for a period of three years allowing for two further one-year extensions by mutual agreement.

**6.8 RFP – Removal and Disposal of Collected Household Hazardous Waste**

88 - 89

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

Mover Councillor P. Christian

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and that the proposal submitted by Drain-All Limited for the provision of the Removal and Disposal of Collected Household Hazardous Waste as required by Public Works be approved.

The contract will commence January 1, 2019 and continue for a period of twelve months allowing for up to four twelve-month extensions by mutual agreement.

6.9

**Tender for New Tires and Tire Repairs**

90 - 92

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

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and that the tender submitted by Fountain Tire to provide New Tires and Tire Repairs as required by various City Departments for the years 2019 and 2020 be approved.

6.10

**2019 Budget Schedule**

93 - 95

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Shoemaker

Resolved the report of the Chief Financial Officer and Treasurer dated 2018 12 10 concerning the 2019 Budget Schedule be received as information.

6.11

**2019 Borrowing By-laws**

96 - 97

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

The relevant By-laws 2018-213 and 2018-214 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.12

**Property Tax Appeals and Adjustments**

98 - 103

A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor D. Hilsinger  
Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 12 10 concerning Property Tax Appeals and Adjustments be received and that the tax records be amended pursuant to sections 354, 357 and 359 of the *Municipal Act*.

6.13	<b>Downtown Business Improvement Area Board of Management Appointments</b>	104 - 105
A report of the Deputy City Clerk is attached for the consideration of Council.		
Mover Councillor P. Christian Seconder Councillor M. Shoemaker Resolved that the report of the Deputy City Clerk dated 2018 12 10 concerning Downtown Business Improvement Area Board of Management Appointments be received and that the following individuals be appointed to the Board of Management: Kristi Cistaro, Elizabeth Filice, Frank Gaccione, Neeta Marwah, Paul Mason, Angela Romano and Paul Scornaienchi for the period December 10, 2018 to November 14, 2022.		
6.14	<b>Conferences and Major Special Events</b>	106 - 125
A report of the Deputy CAO / City Clerk is attached for the consideration of Council.		
Mover Councillor P. Christian Seconder Councillor D. Hilsinger Resolved that the report of the Deputy CAO / City Clerk – Corporate Services, on behalf of the Conferences and Major Special Events Committee, dated 2018 12 10 concerning 2019 Special Olympics Funding Request be received and the recommended grant allocation of \$10,000 be approved.		
6.15	<b>Professional Aboriginal Testing Organization Inc. Economic Diversification Fund Agreement</b>	126 - 127
A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.  The relevant By-law 2018-219 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.		
6.16	<b>Rolling Picture Company Economic Development Fund Request</b>	128 - 136
A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.		
Mover Councillor S. Hollingsworth Seconder Councillor M. Shoemaker Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 12 10 concerning Rolling Picture Company Economic Development Fund Request be received as information and the		

request for funding in the amount of \$100,000 from the Economic Development Fund be approved.

6.17	<b>Municipal Law Enforcement Officers</b>	137 - 143
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-laws 2018-216 and 2018-230 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.18	<b>Skating Trails – Allocation of Funds</b>	144 - 146
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor D. Hilsinger Resolved that the report of the Manager of Recreation and Culture dated 2018 12 10 concerning Skating Trails – Allocation of Funds be received and that the request to redirect the 2018 Conference and Special Events budget in the amount of \$20,000 towards a skating trail project trial for the 2018/19 winter season be approved.	
6.19	<b>Donation – Rotary Club of Sault Ste. Marie</b>	147 - 150
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2018-222 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.20	<b>Designated Heritage Property Tax Rebates</b>	151 - 153
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover Councillor P. Christian Seconder Councillor M. Shoemaker Resolved that the report of the Manager of Recreation and Culture dated 2018 12 10 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2017 tax year be paid to the qualified owners of designated heritage properties enrolled in the program be approved.	
6.21	<b>Supervisory Control and Data Acquisition</b>	154 - 155
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	

The relevant By-law 2018-227 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.22	<b>Sewage Infrastructure Electrical Upgrades</b> A report of the Land Development and Environmental Engineer is attached for the consideration of Council.  Mover Councillor P. Christian Seconder Councillor D. Hilsinger Resolved that the report of the Land Development and Environmental Engineer dated 2018 12 10 concerning sewage infrastructure electrical upgrades be received, and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.	156 - 157
6.23	<b>School Zone Speed Limit – Foxborough Trail</b> A report of the Manager, Design and Transportation Engineering is attached for the consideration of Council.  Mover Councillor S. Hollingsworth Seconder Councillor D. Hilsinger Resolved that the report of the Manager, Design and Transportation Engineering dated 2018 12 10 concerning Foxborough Trail Reduced Speed Limit School Zone be received and that a posted speed reduction on Foxborough Trail and Windsor Trail from 50km/h to 40km/h be approved; further that Windsor Trail from Old Garden River Road to Foxborough Trail and Foxborough Trail from Windsor Trail to Third Line be designated as a reduced speed school zone.  An amendment to the Traffic By-law will be brought to Council at a future meeting.	158 - 160
6.24	<b>540 Albert Street Lease – Assignment Agreement – Infrastructure Ontario to Agency</b> A report of the Acting City Solicitor is attached for the consideration of Council.  The relevant By-law 2018-211 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	161 - 163
6.25	<b>Amending Agreement – Child Care Algoma – Part of Parkland Park</b> A report of the Solicitor is attached for the consideration of Council.  The relevant By-law 2018-231 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	164 - 165
6.26	<b>Licence Agreement – The Federal Bridge Corporation Limited</b> A report of the Acting City Solicitor is attached for the consideration of Council.	166 - 167

The relevant By-law 2018-223 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

<b>6.27</b>	<b><i>Musical Comedy Guild- Licence of Occupation Agreement</i></b>	<b>168 - 169</b>
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2018-221 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
<b>7.</b>	<b>Reports of City Departments, Boards and Committees</b>	
<b>7.1</b>	<b>Administration</b>	
<b>7.1.1</b>	<b>Municipal Transient Accommodation Tax</b>	<b>170 - 178</b>
	A report of the Chief Administrative Officer is attached for the consideration of Council.	
	The relevant By-law 2018-218 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
<b>7.2</b>	<b>Corporate Services</b>	
<b>7.3</b>	<b>Community Development and Enterprise Services</b>	
<b>7.3.1</b>	<b>FutureSSM Project Update</b>	<b>179 - 209</b>
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the information of Council.	
	Mover Councillor P. Christian Seconder Councillor D. Hilsinger Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 12 10 concerning FutureSSM Project update be received as information.	
<b>7.4</b>	<b>Public Works and Engineering Services</b>	
<b>7.4.1</b>	<b>Downtown Traffic Study – EA Process</b>	<b>210 - 227</b>
	A report of the Director of Engineering is attached for the information of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor M. Shoemaker Resolved that the report of the Director of Engineering dated 2018 12 10 concerning Downtown Traffic Study Notice of Completion be received as information.	

<b>7.4.1.1</b>	<b><i>Additional Information</i></b>	<b>228 - 229</b>
<b>7.5</b>	<b>Fire Services</b>	
<b>7.6</b>	<b>Legal</b>	
<b>7.7</b>	<b>Planning</b>	
<b>7.7.1</b>	<b>A-14-18-Z – 11 White Oak Drive East</b>	<b>230 - 240</b>
	A report of the Planner is attached for the consideration of Council.	
	Mover Councillor P. Christian	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Planner dated 2018 12 10 concerning Rezoning Application A-14-18-Z be received, and that Council approve the application and rezone the subject property from M1.S245 (Light Industrial Zone with Special Exception 245) to M1.1.245 (Light Industrial Zone with Special Exception 245) with the following amendments:	
	<ol style="list-style-type: none"> <li>1. An auto parts retailer as an additional permitted use.</li> <li>2. Up to four accessory use freight containers as an additional permitted use with the condition that they are located no less than 45 metres from North Street.</li> <li>3. Waiving the required front yard landscaping on White Oak Drive East.</li> </ol>	
	And that the Legal Department be directed to prepare the necessary by-law to effect this approval.	
<b>7.8</b>	<b>Boards and Committees</b>	
<b>7.8.1</b>	<b>Board and Committee Nominating Committee Appointments</b>	<b>241 - 244</b>
	A report of the Deputy City Clerk is attached for the consideration of Council.	
	Mover Councillor P. Christian	
	Seconder Councillor M. Shoemaker	
	Resolved that Councillors _____, _____ and _____ and the Deputy City Clerk, Secretary-Treasurer of the Committee of Adjustment, Manager of Recreation and Culture, Curator of the Ermatinger-Clergue National Historic Site and the Accessibility Co-ordinator be appointed to the Board and Committee Nominating Committee for the period December 10, 2018 to November 14, 2022.	
<b>8.</b>	<b>Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council</b>	
<b>8.1</b>	<b>Sault Ste. Marie Voter Engagement Plan</b>	

Mover Councillor M. Shoemaker

Seconder Councillor D. Hilsinger

Whereas the 2018 Sault Ste. Marie municipal election saw a voter turnout that was just barely above 40% of eligible electors; and

Whereas high voter turnout is crucial to a democratic process; and

Whereas the City of Sault Ste. Marie should strive to be a leader in voter turnout across the Province;

Now Therefore Be It Resolved that staff bring forward recommendations on steps that can be taken in 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.

## 8.2

### **Property Standards and Yard Maintenance**

Mover Councillor R. Niro

Seconder Councillor M. Bruni

Whereas the City continues to get complaints regarding dirty yards and unmaintained houses/buildings; and

Whereas these areas of complaint are regulated by the City's Property Standards By-Law and the Yard Maintenance By-Law; and

Whereas the said By-Laws are enforced by the Building Division through a tendering process or legal action; and

Whereas an area of concern continues to be the amount of time required for a property in contravention of the Property Standards or the Yard Maintenance By-Law to become compliant,

Now Therefore Be It Resolved that the Building Division and the Legal Department be requested to report to Council with the process required, from when the By-Law Enforcement Officer first inspects the property to when the property is made compliant, and

Be It Further Resolved that the Building Division and the Legal Department bring recommendations to Council as to how the amount of time to reach compliance can be reduced.

## 8.3

### **Toys for Tickets**

245 - 246

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas the City of Orillia has run a 'Toys for Tickets' campaign since 2005; and

Whereas the Toys for Tickets campaign runs from November 1 to December 1 each year; and

Whereas any person who receives a parking ticket (save and except accessible parking infractions) from November 1 to December 1 each year

can bring in a toy of equal or greater value to satisfy the parking ticket; and

Whereas Sault Ste. Marie's Christmas Cheer program is always looking for additional toys at Christmas time; and

Now Therefore Be It Resolved that staff provide a report on a Sault Ste. Marie Toys for Tickets program beginning in November 2019 and running annually thereafter; and

Further that staff consult with Christmas Cheer to gauge their interest and willingness to participate in such a program.

#### **8.4**

#### **MPAC Real Property Assessment**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas the Municipal Property Assessment Corporation (MPAC) completed a residential real property assessment when the occupancy permit was issued for the residential property; and

Whereas at the request of the municipality, MPAC now completes that assessment when the property is substantially complete; and

Whereas as a result of this policy change, residential properties owned by residential developers may be assessed at full value prior to the issuance of an occupancy permit or the occupation of the home or sale of the home by the developer; and

Whereas City Council wants to encourage residential development and remove any potential policy or financial barriers that it reasonably can;

Now Therefore Be It Resolved that Council directs City Staff to assess this issue and determine what policy or procedure can be implemented so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.

#### **8.5**

#### **Sault Cycling Proposal**

Mover Councillor S. Hollingsworth

Seconder Councillor D. Hilsinger

Whereas the Sault Cycling Club has developed a proposal for an Active Trail Network, a series of sustainable biking trails that connect to John Rowswell Hub Trail which trail system would largely be on City property; and

Whereas such a trail system would be a great addition to the John Rowswell Hub Trail Council, encourage activity and recreation within the community and be a tourism asset; and

Whereas Council requires an assessment of the costs relating to the development and maintenance of such a trail system before it can make a decision on proceeding with its development;

Now Therefore Be It Resolved that Council directs staff to consider the proposal developed by the Sault Cycling Club, assess the direct and indirect costs related thereto and report back to Council on said costs, project feasibility and any recommendations staff may have as to whether and how to proceed with the project.

## 8.6

### **Regulation of Cannabis**

Mover Councillor C. Gardi

Seconder Councillor S. Hollingsworth

Whereas the Federal Government has legalized marijuana use as of October 17, 2018; and

Whereas the province of Ontario is regulating cannabis use through the Alcohol and Gaming Commission of Ontario; and

Whereas the province of Ontario has reserved the exclusive right to sell cannabis online but is permitting the private sector to operate retail stores and has passed regulations governing the operation of those private sector retail stores; and

Whereas municipalities have a one – time opportunity to opt out of having private sector retail stores open in the municipality and have to make a decision in that respect by January 22, 2019; and

Whereas this Council needs to have a thorough understanding of the legal and regulatory framework in order to make an informed decision on whether to opt out;

Now Therefore Be It Resolved that City staff return a report to Council that includes, amongst any other information staff believe is relevant, the following:

1. Confirmation of how many private retail stores may be permitted to open in Sault Ste. Marie if the municipality does not opt out;
2. Confirmation of where the private retail stores may locate in Sault Ste. Marie if the municipality does not opt out;
3. Confirmation of what type of authority, if any, the municipality has to regulate cannabis consumption in public areas of the municipality.

## 8.7

### **Korah Colts – OFSAA National Capital Bowl Champions**

Mover Councillor P. Christian

Seconder Councillor S. Hollingsworth

Whereas City high school senior football champions, the Korah Colts, defeated the North Bay West Ferris Trojans enroute to the 2018 NOSSA championship; and

Whereas Korah's Colts defeated Orlean's St. Peter Knights by a score of 45-12 in the OFSAA National Capital Bowl at TD Place Stadium in Ottawa on Tuesday, November 27, 2018; and

Whereas the Colts capped off their undefeated season as OFSAA National Capital Bowl Champions;

Now Therefore Be It Resolved that this Council on behalf of the City of Sault Ste. Marie congratulates coach Tom Annett and the National Capital Bowl Champions Korah Colts on their victory.

**8.8      *Support Changes to the Labour Relations Act Regarding Construction Employer***

*Mover Councillor M. Shoemaker*

*Seconder Councillor R. Niro*

Whereas the City of Sault Ste. Marie has been pushing for a legislative change to the Labour Relations Act since it was designated as a Construction Employer in 1987; and

Whereas the City recently agreed to implement internal procedural changes to attempt to challenge its construction employer designation in the future; and

Whereas the internal procedural changes would have cost the City hundreds of thousands of dollars in time and expense, with an uncertain result; and

Whereas on December 6, 2018, the Provincial Government introduced the “Restoring Ontario’s Competitiveness Act, 2018”, which, among other things, changes the Labour Relations Act to removed municipalities from the definition of construction employers; and

Whereas such a legislative changed could save the City of Sault Ste. Marie anywhere from 3%-30% on infrastructure projects which would translate into millions of dollars in savings;

Now Therefore Be It Resolved that the City of Sault Ste. Marie voice its support for the amendments to the Labour Relations Act to ensure municipalities are not defined as construction employers, and encourage all members of the legislature to support its passage.

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

**10.     Adoption of Report of the Committee of the Whole**

**11.     Consideration and Passing of By-laws**

*Mover Councillor P. Christian*

*Seconder Councillor D. Hilsinger*

Resolved that all By-laws under item 11 of the Agenda under date 2018 12 10 be approved, save and except 2018-212 and 2018-233.

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

11.1.1	<b>By-law 2018-211 (Agreement) Lease Assignment</b>	247 - 254
	A report from the Acting City Solicitor is on the Agenda.	
	Mover Councillor P. Christian	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2018-211 being a by-law to authorize the execution of the Agreement between the City, Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure, and the Ontario Agency for Health Protection and Promotion for assignment of a lease, namely; the Lease dated July 16, 1999, between Infrastructure Ontario and the City be passed in open Council this 10th day of December, 2018.	
11.1.2	<b>By-law 2018-212 (Council Procedures) Acting Mayor and Movers/Seconders</b>	255 - 257
	As required by Procedure By-law 2013-100.	
	Mover Councillor P. Christian	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2018-212 being a by-law to adopt the rotation list for Acting Mayor for the current Council session and amend By-law 2013-100 be passed in open Council this 10th day of December, 2018.	
11.1.3	<b>By-law 2018-213 (Financing) Borrowing Current Expenditures for 2019</b>	258 - 260
	A report from the Chief Financial Officer and Treasurer is on the Agenda.	
	Mover Councillor P. Christian	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2018-213 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2019 be passed in open council this 10th day of December, 2018.	
11.1.4	<b>By-law 2018-214 (Financing) Borrowing Capital Expenditures</b>	261 - 262
	A report from the Chief Financial Officer and Treasurer is on the Agenda.	
	Mover Councillor P. Christian	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2018-214 being a by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in open Council this 10th day of December, 2018.	
11.1.5	<b>By-law 2018-215 (Agreement) Development of Arts, Culture and Heritage Plan</b>	263 - 300

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-215 being a by-law to undertake the development of an Arts, Culture and Heritage Plan be passed in open Council this 10th day of December, 2018.

- 11.1.6 **By-law 2018-216 (Parking) Municipal By-Law Enforcement Officers** 301 - 302

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

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-216 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 10th day of December, 2018.

- 11.1.7 **By-law 2018-230 (Parking) Municipal Law Enforcement Officers** 303 - 305

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

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-230 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 10th day of December, 2018.

- 11.1.8 **By-law 2018-217 (Agreement) Humane Society** 306 - 310

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

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-217 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie & District Society for the Prevention of Cruelty to Animals for animal control by-law enforcement and shelter services be passed in open Council this 10th day of December, 2018.

- 11.1.9 **By-law 2018-218 (Corporation) Municipal Transient Accommodation Tax** 311 - 325

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-218 being a by-law to establish the Municipal Transient Accommodation Tax (MAT) for short-term rentals within the City of

Sault Ste. Marie be passed in open Council this 10th day of December, 2018.

- 11.1.10 **By-law 2018-219 (Agreement) Professional Aboriginal Testing Organization (PLATO) Inc.** 326 - 338  
A report from the Deputy CAO, Community Development & Enterprise Services is on the Agenda.  
  
Mover Councillor P. Christian  
Seconder Councillor D. Hilsinger  
Resolved that By-law 2018-219 being a by-law to establish and build-out a new Professional Aboriginal Testing Organization (PLATO) testing office location based in Sault Ste. Marie, to train, develop and deliver software application and systems testing services to private and public sectors clients, both locally and remotely to clients across the country be passed in open Council this 10th day of December, 2018.
- 11.1.11 **By-law 2018-221 (Agreement) Comedy Guild Licence of Occupation** 339 - 346  
A report from the Manager of Recreation and Culture is on the Agenda.  
  
Mover Councillor P. Christian  
Seconder Councillor D. Hilsinger  
Resolved that By-law 2018-221 being a by-law to authorize the execution of the Agreement between the City and the Musical Comedy Guild of Sault Ste. Marie, Inc. for use of a portion of the former Steelton Seniors Centre for storage effective December 10, 2018 be passed in open Council this 10th day of December, 2018.
- 11.1.12 **By-law 2018-222 (Agreement) Rotary Club Tree Donation** 347 - 349  
A report from the Manager of Recreation and Culture is on the Agenda.  
  
Mover Councillor P. Christian  
Seconder Councillor D. Hilsinger  
Resolved that By-law 2018-222 being a by-law to authorize the execution of the Agreement between the City and The Rotary Club of Sault Ste. Marie for the donation of Fourteen Thousand Three Hundred and Fifty One (\$14,351.00) Dollars for the purchase of trees planted along Carmen's Way be passed in open Council this 10th day of December, 2018.
- 11.1.13 **By-law 2018-223 (Agreement) The Federal Bridge Corporation Limited** 350 - 352  
A report from the Acting City Solicitor is on the Agenda.  
  
Mover Councillor P. Christian  
Seconder Councillor D. Hilsinger  
Resolved that By-law 2018-223 being a by-law to authorize the execution of the Amending Agreement between the City and The Federal Bridge

Corporation Limited, which amends the Licence Agreement dated December 13, 2017 which permits the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited until such time as the land transfers are complete be passed in open Council this 10th day of December, 2018.

11.1.13.1	<b><i>Agreement</i></b>	353 - 354
11.1.14	<b>By-law 2018-227 (Agreement) Supervisory Control and Data Acquisition (SCADA)</b>	355 - 375
	A report from the Land Development and Environmental Engineer is on the Agenda.	
	Mover _____	
	Seconder _____	
	Resolved that By-law 2018-227 being a By-law to authorize the execution of the Agreement related to engineering services for Supervisory Control and Data Acquisition (SCADA) architecture upgrades, and to obtain Council approval to issue a Request for Proposal to contractors for the upgrades be passed in open Council this 10th day of December, 2018.	
11.1.15	<b>By-law 2018-231 (Agreement) Child Care Algoma Amending Agreement</b>	376 - 378
	A report from the Solicitor is on the Agenda.	
	Mover Councillor P. Christian	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2018-231 being a by-law to authorize the execution of an Amending Agreement between the City and Child Care Algoma to expand the leased area as stipulated in the existing lease be passed in open Council this 10th day of December, 2018.	
11.1.16	<b>By-law 2018-232 (Agreement) Township of Prince Policing</b>	379 - 381
	A report from the Chief Administrative Officer is on the Agenda.	
11.1.17	<b><i>By-law 2018-233 Appointment of City Solicitor</i></b>	382 - 382
	<i>Mover Councillor D. Hilsinger</i>	
	<i>Seconder Councillor P. Christian</i>	
	Resolved that By-law 2018-233, being a by-law to appoint Karen Fields as City Solicitor, be passed in open Council this 10th day of December, 2018	
11.2	<b>By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority</b>	383 - 387
11.2.1	<b>By-law 2018-224 (Local Improvement) Leo Avenue from Queen Street East to Victoria Avenue</b>	388 - 392

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-224 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Leo Avenue from Queen Street East to Victoria Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the FIRST and SECOND time this 10th day of December, 2018.

- 11.2.2 **By-law 2018-225 (Local Improvement) Ruth Street from Franklin Street to East Limit** 393 - 397

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-225 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Ruth Street from Franklin Street to East Limit under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the FIRST and SECOND time in open Council this 10th day of December, 2018.

- 11.2.3 **By-law 2018-226 (Local Improvement) Second Avenue from Connaught Avenue to Second Line West** 398 - 402

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-226 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Second Avenue from Connaught Avenue to Second Line West under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the first and second time in open Council this 10th day of December, 2018.

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

- 11.3.1 **By-law 2018-137 (Streets) Rename a Portion of Ontario Avenue to Garrison Way** 403 - 404

Council Report was passed by Council resolution on June 11, 2018.

Mover Councillor P. Christian

Seconder Councillor D. Hilsinger

Resolved that By-law 2018-137 being a by-law to rename a portion of Ontario Avenue between Pine Street and Upton Road being described as Ontario Avenue Plan 3206, Part 1 1R-13501 (Part PIN 31536-0164) to Garrison Way be read the THIRD time in open council and finally passed this 10th day of December, 2018.

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

13.

### **Closed Session**

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that this Council proceed into closed session regarding a potential acquisition of property and potential litigation;

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

*(Municipal Act R.S.O. 2002 – section 239 (2) (c), a proposed or pending acquisition or disposition of land by the municipality) and section 239(2)(f), solicitor client privilege)*

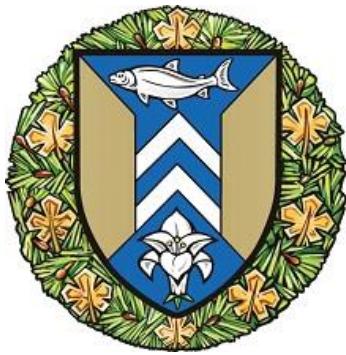
14.

### **Adjournment**

Mover Councillor S. Hollingsworth

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



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

Monday, November 5, 2018

4:30 pm

Council Chambers  
Civic Centre

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

**Absent:** Councillor J. Hupponen

**Officials:** A. Horsman, M. White, L. Girardi, T. Vair, P. Johnson, R. Tyczynski, P. Niro, S. Hamilton Beach, D. Elliott, D. McConnell, B. Lamming, V. McLeod, F. Coccimiglio

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### **1. Adoption of Minutes**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2018 09 24 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 M. Shoemaker - Zoning – 248 Wallace Terrace & 292 Farewell Terrace – OMB**

One of the parties is a client of law firm.

**4. Approve Agenda as Presented**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda and Addendum for 2018 11 05 City Council Meeting as presented be approved.

**Carried**

**5. Proclamations/Delegations**

**5.1 Community Recognition Award Presentation**

Sandra Houston, recipient, was in attendance.

**5.2 Financial Literacy Month**

Bill Whyte, Senior Vice President, Member Experience, Northern Credit Union was in attendance.

**5.3 YMCA Peace Week**

Joel Rowswell, Chair YMCA Board of Directors, Anne Markkula, CFO and Interim CEO Sault Ste. Marie YMCA and Carly Smith, Youth Outreach Worker YMCA Youth Gambling Awareness Program were in attendance.

**5.4 Francophone Immigration Week**

Patricia Lofstrom was in attendance.

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2018 11 05 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended, save and except 6.4, 6.5 and 6.10.

**Carried**

**6.1 Third Quarter Financial Report – September 30, 2018**

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

That the report of the Manager of Audits and Capital Planning dated 2018 11 05 concerning Third Quarter Financial Report to September 30, 2018 be received as information.

**Carried**

**6.2 Designated Heritage Property Grant – Bishop Fauquier Memorial Chapel**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated 2018 11 05 concerning a designated heritage property grant for Bishop Fauquier Memorial Chapel be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant in the amount of \$3,000 be provided towards the restoration of 9 stained glass windows; further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee with funds from the Designated Heritage Property Grant budget be approved.

**Carried**

**6.3 Rental Housing Incentive Program**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Director of Planning and Enterprise Services dated 2018 11 05 concerning the Rental Housing Incentive Program be received and that City Council authorize a three year incremental tax rebate program (75%, 50%, 25%) for 25 rental units to be constructed at 100 Estelle Street subject to:

- That the municipal rebate apply only to the increase in assessment resulting from new construction, and
- After the rebate program is completed, the full municipal taxes will apply.

**Carried**

**6.6 Street Closing and Conveyance – Part 205 Greenfield Drive**

The report of the Acting City Solicitor was received by Council

The relevant By-laws 2018-206 and 2018-207 are listed under item 11 of the Minutes.

**6.7 AG101 – Bellerose and Alexander – Insurance Provision**

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

The relevant By-law 2018-200 is listed under item 11 of the Minutes.

**6.8 Housekeeping – Procedure for the Sale of City Owned Surplus Property, Closing/Sale of a Lane/Street or Public Thoroughfare**

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

The relevant By-law 2018-148 is listed under item 11 of the Minutes.

**6.9 Licence Agreement and Noise By-law Exemption Request for 49 Field Regiment Artillery Gun Salute**

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

The relevant By-laws 2018-208 and 2018-209 are listed under item 11 of the Minutes.

**6.11 Council Travel**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that Mayor C. Provenzano be authorized to travel to Ottawa for 2 days in November at an estimated cost to the City of \$1260.

**Carried**

**6.4 Zoning – 248 Wallace Terrace & 292 Farewell Terrace – OMB**

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

The report of the Solicitor was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Solicitor dated 2018 11 05 concerning Zoning – 248 Wallace Terrace and 292 Farwell Terrace be received as information.

**Carried**

**6.5 Downtown Traffic Study – Notice of Completion**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Director of Engineering dated 2018 11 05 concerning the Downtown Traffic Study Notice of Completion be received as information.

**Carried**

**6.10 Chris Tranberg and Son Ltd. – 1025 Second Line East**

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

The relevant By-law 2018-210 is listed under item 11 of the Minutes.

**7. Reports of City Departments, Boards and Committees**

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.8 Boards and Committees**

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

**8.1 Thank You to Outgoing Councillors**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Whereas Steve Butland, Susan Myers, Judy Hupponen, Lou Turco, Frank Fata, Joe Krmpotich, and Ozzie Grandinetti have served the City of Sault Ste. Marie with passion and zeal; and

Whereas from the environment issues to tourism, to ward-specific issues, to labour issues, to animal protection, to taxes and the cost of living each has been a champion of causes near and dear to them and their constituents over their terms in office; and

Whereas among the outgoing Councillors, there is a collective 83 years of experience at Council;

Now Therefore Be It Resolved that Council thank the outgoing Councillors for their service to their Wards and to the City as a whole and to wish them all the possible success in their next endeavors.

**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 M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2018 11 05 be approved, save and except 2018-210.

**Carried**

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

#### **11.2.1 By-law 2018-207 (Street Closing) Part of 205 Greenfield Drive**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2018-207 being a by-law to stop up, close and authorize the conveyance of a portion of 205 Greenfield Drive described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE in the Greenfield Park Subdivision, Plan H518 be passed in open Council this 5th day of November, 2018.

**Carried**

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

#### **11.1.1 By-law 2018-148 (Procedures) Sale City Owned Surplus Property, Lanes/Streets**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2018-148 being a by-law to set out procedures governing the sale of City owned surplus property, closing/sale of a lane/street or public thoroughfare be passed in open Council this 5th day of November, 2018.

**Carried**

#### **11.1.2 By-law 2018-200 (Agreement) Amending Licence to Occupy Abutting 1097 Queen Street East**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

## November 5, 2018 Council Minutes

Resolved that By-law 2018-200 being a by-law to authorize the execution of an Amending Agreement between the City and Jennifer Meagan Bellerose and Stephen Russell Alexander to incorporate an updated insurance provision into the existing Licence to Occupy City Property Agreement dated June 11, 2012 be passed in open Council this 5th day of November, 2018.

**Carried**

### **11.1.3 By-law 2018-206 (Street Assumption) Part of 205 Greenfield Drive**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2018-206 being a by-law to assume for public use and establish as a public street that portion of 205 Greenfield Drive described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE in the Greenfield Park Subdivision, Plan H518 be passed in open Council this 5th day of November, 2018.

**Carried**

### **11.1.4 By-law 2018-208 (Agreement) Artillery Gun Salute November 11, 2018**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2018-208 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for the purpose of an Artillery Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2018 be passed in open Council this 5th day of November, 2018.

**Carried**

### **11.1.5 By-law 2018-209 (Regulations) Artillery Gun Salute Exemption November 11, 2018**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2018-209 being a by-law to exempt the 49 Field Regiment, while using the Hub Trail Boardwalk, from by-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 5th day of November, 2018.

**Carried**

**11.1.6 By-law 2018-210 (Agreement) Tranberg and Son Ltd.1025 Second Line East**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2018-210 being a by-law to authorize the execution of the Agreement between the City and Chris Tranberg and Son Ltd., Gary Tranberg and Audrae Mae Tranberg to compensate for impact to 1025 Second Line East as a result of construction work conducted by the City be passed in open Council this 5th day of November, 2018.

**Carried**

- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 13. Closed Session**
- 14. Adjournment**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that this Council now adjourn.

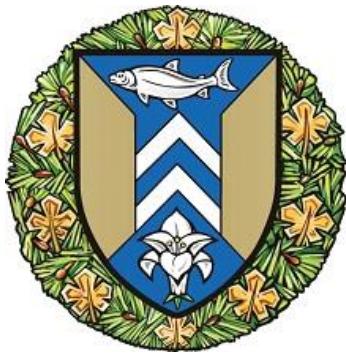
**Carried**

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Mayor

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City Clerk



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

Monday, December 3, 2018

4:30 pm

Council Chambers  
Civic Centre

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

**Officials:** A. Horsman, M. White, L. Girardi, T. Vair, S. Schell, P. Johnson, P. Niro, M. Borowicz-Sibenik, D. McConnell, S. Hamilton Beach, D. Elliott, R. Tyczinski, F. Coccimiglio, B. Lamming

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### **1. Procession**

The Council-elect were piped into the Council Chambers by Scott MacGillivray.

### **2. National Anthem**

The Algoma Festival Choir performed the National Anthem.

### **3. Welcome Song**

The Healing Lodge Singers performed a Welcome Song.

### **4. Declarations of Office**

Mayor Provenzano read his Declaration of Office, followed by all of the Councillors.

# Minutes of December 3, 2018 Inaugural Meeting of City Council

## **5. Blessing**

Sister Mary Sammon said a blessing.

## **6. Inaugural Address**

Mayor Provenzano gave his inaugural address.

Mayor Provenzano also recognized the new coat of arms erected in the Council Chambers and the presence of the heraldic artist, Eva Pilar-Cass.

## **7. Inaugural Comments**

Each member of City Council made inaugural comments.

## **8. Closing Remarks**

Mayor Provenzano made closing remarks.

## **9. Adjournment**

Moved by: Councillor M. Bruni

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

**Carried**

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\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Clerk

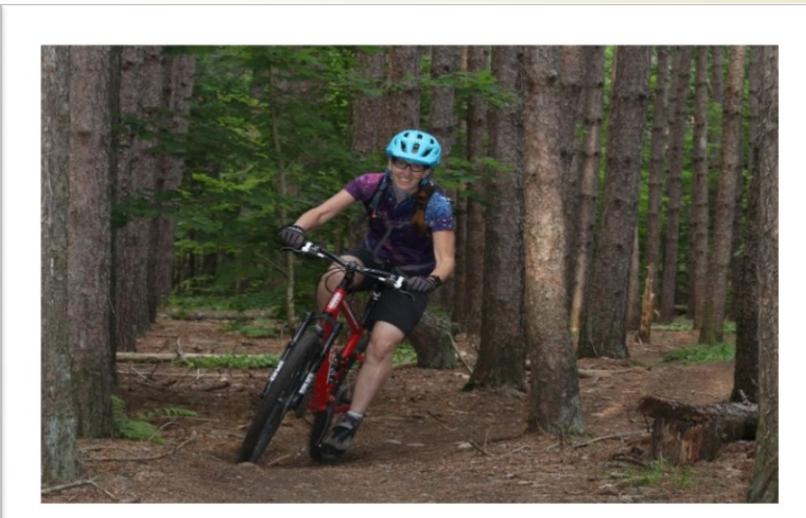


# Active Trail Network Sault Ste Marie

Proposal to develop natural surface cycling opportunities in Sault Ste Marie, through a pilot project in the Finn Hill area.

# Where are we heading?

- Active Trail Network
  - 50 kilometres of sustainable bike trails
  - a community asset for recreation and off-street transportation
  - Multi-use, accessible to users of all ages and abilities
  - Linking the community, with the Hub Trail at its core
  - Complementing the Cycling Master Plan
  - A recognized network of trails that span the city



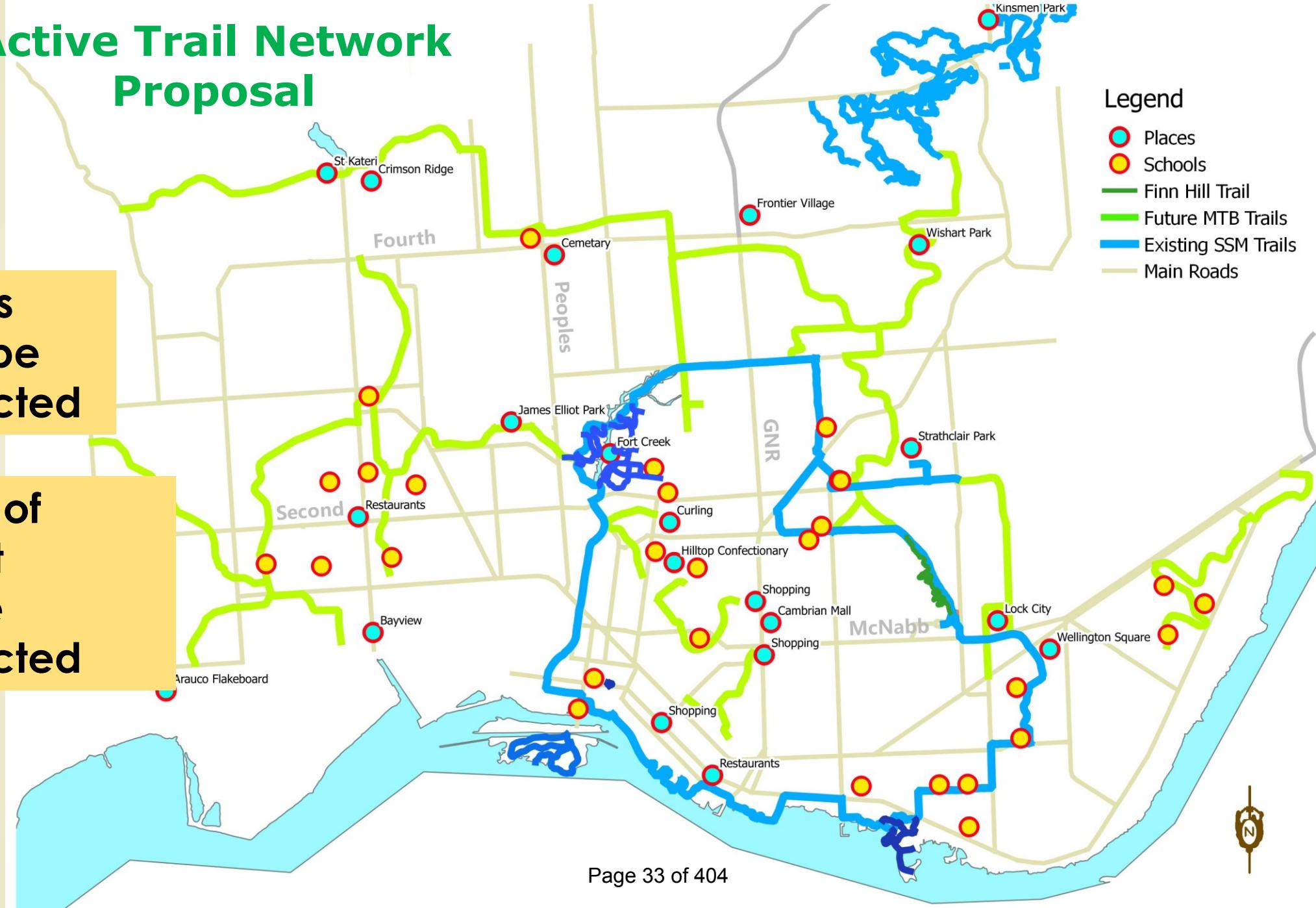
# Advancing the Active Trail Network

- Mountain biking is one of the fastest growing sports
  - low cost, low maintenance recreational activity
  - physical fitness
  - appreciation of nature
- Bike trails are a great addition to Sault Ste Marie's tourist attractions
- a high value, low cost, asset to attract people to our community
- Support multiple outdoor pursuits
  - trail running and walking
  - snowshoeing and winter biking
- An official, linked trail network will improve access for all community members
- Builds on the success of the Hub Trail
- Opportunity to link existing trail networks and improve non-motorized transportation throughout our community

# Active Trail Network Proposal

Schools could be connected

Places of interest can be connected



# Pilot Project

- ▶ Finn Hill Pilot
  - ▶ professionally built 3 km trail and skills area
- ▶ Location
  - ▶ Area of significant winter recreational use
  - ▶ Hub Trail attracts walkers and cyclists
  - ▶ terrain suitable for a natural surface trail that follows the contours of the land
  - ▶ Rogue trails exist in the area, indicating demand for trails, opportunity to reduce environmental impacts of trails
- ▶ Parking lot on Black Road could serve as a high visibility gateway to cycling opportunities in the city



# Community Benefits

- ▶ Improves access and opportunities for citizens to enjoy cycling trails
- ▶ Adds to our existing active outdoor culture
- ▶ Provides more opportunity for hiking and snowshoeing
- ▶ Accessible trails for all members of the community
- ▶ Established community trail systems help attract businesses to the Sault
- ▶ Provides a lifestyle that encourages our youth to either stay or return to our community
- ▶ Increases tourism opportunities and add to the appeal for travellers to spend extra time in our city



# Summary

- ▶ 50 kilometres of singletrack, natural surface trails in the city
- ▶ Start with the Finn Hill pilot
- ▶ Demonstrate the feasibility of creating professionally built mountain bike trails
- ▶ Increase off-street cycling opportunities in Sault Ste Marie



# Sault Ste Marie Active Trail Network

## Pilot Project Proposal



Proposal to begin developing a trail network that complements the Hub Trail and expands local cycling opportunities, through a pilot project in the Finn Hill area.

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## **Vision**

Sault Ste Marie's active trail network includes over 50 kilometres of high-quality, sustainable, bike trails that are a community asset providing outstanding recreation and off-street transportation for users of all ages and abilities.

The vision we have for our city is one that grows a diverse network of natural surface trails that provide opportunities for recreation and active transportation. The focus is to establish a recognized network of trails that span the city. This network will build upon the success of the John Roswell Hub Trail in linking our community and allowing people to get outside, be engaged in physical activity all while connecting with their city.

The creation of a city-wide trail network is already underway. The Hub Trail is one component of many in the city. There are established trails at Hiawatha, Whitefish Island, Fort Creek, Esposito Park and Sault College. There are many more kilometres of informal trails that span many of the green spaces in the city. Our vision is to bring together and recognize these trails as a city asset. This will facilitate their management to ensure that they are safe and sustainable. This will also identify areas where new trails are needed to provide connections or recreational opportunities to serve the city. A formal network will also facilitate marketing to citizens and tourism promotion.

The completed active trail network will encompass 50 kilometres of natural surface bike trails that connect to the Hub Trail. The network will include a range of trail types, from professionally built singletrack mountain bike trails to existing natural surface pathways. All of the trails will be designated as multi-use, for human powered activities.

Achieving this vision will require the work and support of many community partners, over 3-5 years.

## **Introduction**

Mountain biking (MTB) is one of the fastest growing sports around the world with a multitude of benefits. It's a low cost, low maintenance recreational activity that encourages physical activity and appreciation of nature. MTB trails are a great addition to Sault Ste Marie's tourist attractions and a high value asset to attract people to live in our community. Well designed MTB trails are also attractive for trail running and walking. In the winter they are ideal for snowshoeing and winter biking.

Communities around Lake Superior, including Marquette, Munising, Houghton, Duluth and Thunder Bay have some of the best MTB trails in North America. The trail systems have been developed by dedicated citizens with a vision of how trails positively impact their communities. For example, Marquette (population 22,000) has over 70 miles (110km) of natural surface

mountain bike trails. The trails are a major draw for tourists and a recreational asset for citizens. The trails support multiple recreational events (e.g., trail running, mountain biking, snowshoeing, winter biking) that annually draw thousands to their city. In 2018, the 19<sup>th</sup> annual Ore to Shore mountain bike race drew 1800 racers to Marquette for a weekend of riding and racing. Events such as this have real economic benefits and generate positive images for the city.

Another benefit of MTB trails is that they provide a great setting to introduce children to the sport of cycling, a skill that they will keep for the rest of their lives. Off -street trails are a safe place to learn and improve bike control and handling skills. The Sault Cycling Club runs the Sprockids and Kids Shredding Singletrack programs to teach bicycling skills to youth from 4 to 16 years old. We utilize trails across the city for these programs to develop a new generation of active, outdoor kids.

A major barrier to encourage cycling as a form of transportation for adults is that it can be more difficult to become a proficient cyclist as an adult than it is for a child. There is no better way to become a good, confident bike handler than to ride a bike on trails away from traffic.

We are cyclists who respect wild places and are committed to protecting the environment and the city's natural landscapes. In many areas of the city a network of unsanctioned trails already exists, some of which are impacting on the environment and creating potential safety hazards. These trails have been created by individuals to fill a desire for recreational facilities that were not available to them. Through proper planning, construction and maintenance we believe the city can create a world class, sustainable trail system that protects the environment, meets the needs of citizens and attracts tourists.

## Cycling Master Plan

The Sault's Cycling Master Plan identified a number of opportunities and benefits that will be gained through the development of cycling routes. The development of mountain bike trails will complement the existing cycling infrastructure developed under the guidance of the Cycling Master Plan. Off-street cycling trails are a safe and enjoyable cycling environment that accommodates a range of users, ages, skill levels and abilities, for recreational and utilitarian use, as envisioned by the Cycling Master Plan.

Our vision is to create a network of 50 kilometres of natural surface trails that connect to the Hub Trail and other official cycling routes in the city. It will create connections to schools and other destinations in the city, as envisioned in the Cycling Master Plan.

## Existing Sault Ste Marie Trails

Sault Ste Marie has a network (31km) of sanctioned mountain bike trails at Hiawatha Highlands. However, for young children, due to the distance, these trails are not easily accessible.

There are also trails at other locations in the city, including Whitefish Island, Fort Creek and the Sault College Woodlot. In addition to these areas we are fortunate to have many other areas in

the city that would be ideal for MTB trails. The Sault Cycling Club has identified many such areas and would like, over the next few years, to develop a network of high quality, natural surface MTB trails on city property that are easily accessible to the whole community. The proposed network would consist of multiple trail segments, many of which would connect to the John Roswell Hub Trail. This would create sanctioned MTB trail opportunities around the city and increase the scope of cycling experiences offered by the Hub Trail.

## **Sault Cycling Club**

The Sault Cycling Club (SCC) was formed in 1978 and has approximately 280 members. The club was founded to promote bicycling and bicycling-related activities. It has three divisions; MTB, road riding and touring. The MTB division has worked with Sault Ste Marie Kinsmen, the Sault Ste Marie Region Conservation Authority and the Ministry of Natural Resources and Forestry to plan, build and maintain the 31 km of MTB trail in the Hiawatha Highlands. The trails have been built and 100's of hours are volunteered annually to maintain the trails.

The club promotes:

- Safe riding habits and maintenance of the bicycle;
- Recreational cycling for the family, club outings and cycle touring;
- Sport activities by organized races;
- Contact with other bicycle clubs affiliated with national and international cycling organizations;
- Fellowship, social activities, film shows, club banquets;
- Cycling advocacy with various levels of government and agencies.

This project would further the club's objectives by providing quality, sanctioned and sustainable trail infrastructure around the city.

The SCC is a member of the International Mountain Biking Association – Canada. This affiliation affords us with the latest information on sustainable trail design and construction and maintenance techniques.

The SCC has been working with community partners to advance the idea of a 50 km network of MTB trails connected to the Hub Trail. An informal group of partners came together to discuss ideas for a trail network and those discussions have resulted in the development of this proposal.

## **Pilot Project**

To demonstrate the feasibility and sustainability of constructing natural surface MTB trails in the city, we are proposing a pilot project to develop one section of trail approximately 3 km in length and a MTB skills area.

The pilot project would demonstrate how the planning and construction could be done to protect environmental values, address local concerns and challenges associated with this type of project. The trail and skills area would be professionally designed and constructed to meet environmental and safety standards (i.e., the Whistler Trail Standards – [https://cyclingbc.net/wp-content/uploads/2014/10/trail\\_standards\\_first\\_edition.pdf](https://cyclingbc.net/wp-content/uploads/2014/10/trail_standards_first_edition.pdf)).

After reviewing several potential locations in the city, a small area adjacent to the Finn Hill section of the Hub Trail was identified as a good fit. The area west of the Hub Trail between McNabb and Northern Avenue provides terrain suitable for a natural surface trail that follows the contours of the land. This type of trail design (i.e., following the contours) creates an enjoyable trail profile (no sustained uphill or downhill sections) that also manages overland water flow to avoid erosion issues (see Appendix 2 for example trail photos). The area adjacent to the existing parking lot would host a skills area with features suitable for all ages and skill levels (see Appendix 3 for examples of skill features).

This area is well away from neighbours, but close enough to the Hub Trail to provide easy access at the start and end of the trail. The area borders on a residential neighbourhood with lots of youth. Further more there is a network of unsanctioned trails in the area, that are used year-round, demonstrating the demand for this kind of recreational infrastructure. The trails near the north end of the Finn Hill section have a variety of homemade technical features which may pose safety hazards. Some of the trails in the area traverse seepage areas without proper design to avoid erosion. Sanctioned, professionally built trails maintained to established standards will help prevent these potentially dangerous trails from developing.

Field recognition was done to identify a potential trail alignment and to gauge the terrain available. The resulting map shows a potential 2.4km trail segment as a starting concept (see Appendix 1).

The Finn hill area sees significant recreational use in the winter months focused on tobogganing. In the summer the Hub Trail attracts walkers and cyclists. The addition of a high-quality MTB facilities will expand the recreational opportunities in the area. The parking lot on Black Road could serve as a high visibility gateway to Sault Ste Marie's cycling opportunities, including the Hub Trail, Hiawatha and the MTB skills area. These types of facilities would establish Finn Hill as a focus for cycling opportunities.

The pilot project goal is to hire a professional MTB design firm that would provide careful and diligent planning and collaboration to create a trail that provides high-quality experiences for diverse visitors, minimizes environmental impact and user conflict, and requires minimal maintenance over time. Professional trail firms build trails that meet current insurance and liability standards.

## **Costs**

The cost of establishing natural surface trails varies greatly depending on the terrain, soil type, anticipated rider volumes and type of trail being created. We anticipate that some trail segments can be established for little more than the cost of signage (because the route is already well used). Other segments will require an investment to create a professionally built trail.

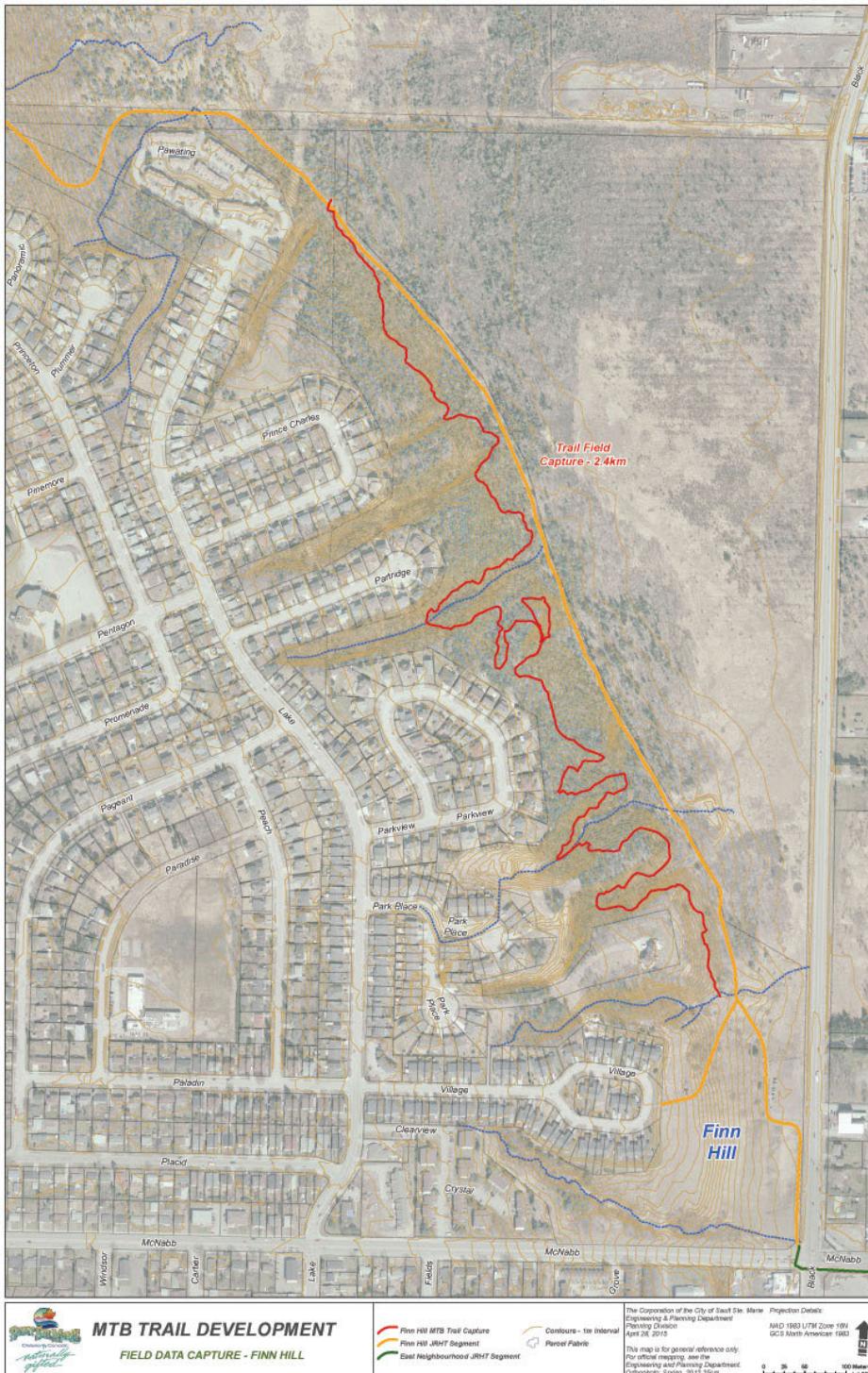
In our research, the average price to build high quality trails in Canada is approximately \$30/metre. This price includes research, planning and construction and provides maintenance guidelines to ensure safety.

## **Summary**

The Sault Cycling Club is proposing to begin the establishment of 50 kilometres of singletrack, natural surface trails around the city with a pilot project in the Finn Hill area. This proposal will demonstrate the feasibility of creating professionally built mountain bike trails. This project will continue the development of off-street cycling opportunities in Sault Ste Marie.

# Appendices

## Appendix 1 – Illustration of potential pilot trail project



Building cycling infrastructure to connect and enhance Sault Ste Marie

## **Appendix 2 – Trail examples**



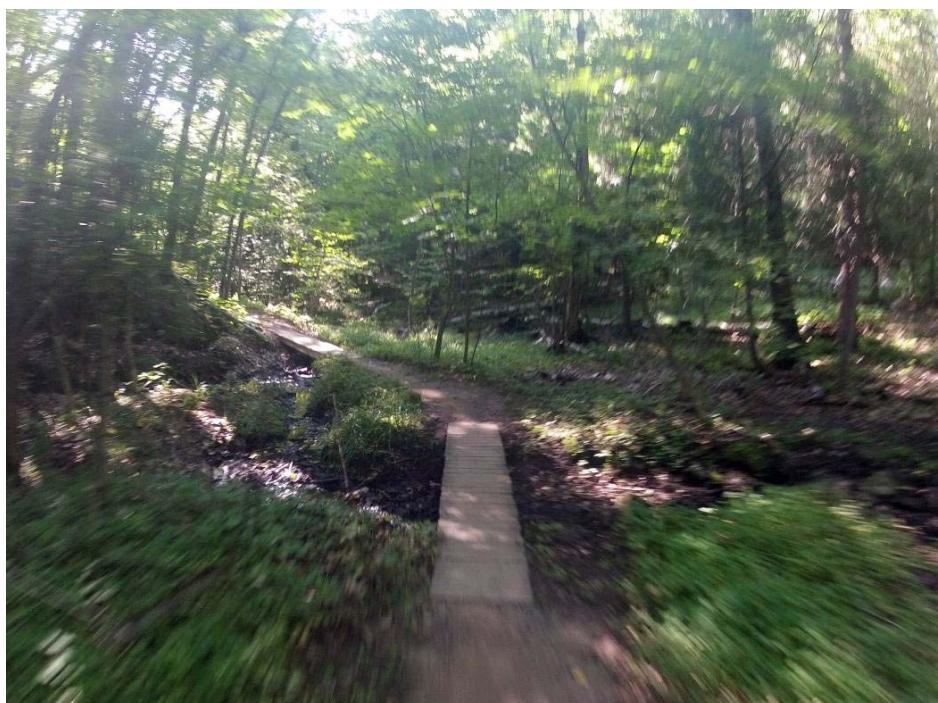
Marquette North Trails – Natural surface trail in hilly terrain.



Marquette North Trails -Switch back to reduce elevation.



Munising (MI) natural surface trail



Marquette North Trails - Water crossing

### **Appendix 3 – Munising, MI Mountain Bike Park**



Munising (MI) bike park trail head.



Munising bike park ‘skinny’ technical trail feature, riders ride on top of the rocks to learn balance and bike handling skills on uneven terrain.



Munising bike park rock garden technical trail feature, riders ascend and descend the rocks on the left learn climbing and descending skills.



Munising bike park roller feature, riders use the rollers to learn to absorb the trail undulations and accelerate by pumping.



Skills trail designed for strider bikes, Rapid City, South Dakota (source: Strider Sports International).

## **Appendix 4 – Examples trail development in other Ontario cities**

### **City of Toronto – Crothers' Woods**

[https://www1.toronto.ca/city\\_of\\_toronto/parks\\_forestry\\_recreation/urban\\_forestry/files/pdf/CrothersWoodsTrailManagementStrategy.pdf](https://www1.toronto.ca/city_of_toronto/parks_forestry_recreation/urban_forestry/files/pdf/CrothersWoodsTrailManagementStrategy.pdf)

### Crothers Woods Trail Management Strategy

*Since 2002, the Natural Environment and Community Programs (NECP) section of Urban Forestry has worked with local trail users to address the environmental impacts of natural surface trails to the forest in Crothers Woods. The [Crothers Woods Trail Management Strategy \(pdf\)](#) was completed in 2007 to guide trail management and restoration activities. The Strategy provided an outline of how to preserve and protect the area in order to maintain existing natural heritage features, create safe, logical, and sensitive trail systems, and improve park user safety.*

*The implementation of the plan has involved applying sustainable trail principles to the design, construction and maintenance of the Crothers Woods trail networks. As part of the implementation of the Strategy, the City has constructed 2000 m of new multi-use natural-surface trails, closed and restored over 1500 m of eroded and unsustainable trails, and constructed several trailheads. Many goals and objectives of the plan have been achieved by working closely with trail users and by collaborating with a variety of stakeholders and organizations.*

### **Trail Management Strategy - Executive Summary**

Crothers' Woods is a natural area park and part of continuous parkland extending through the Don Valley. It serves as both a destination and popular access point to the system. Over the past several decades, an informal network of trails has been created. In Crothers' Woods over 10 km of trails are used by hikers, dog walkers, trail runners and nature enthusiasts. Many of the trails were never actually planned and as a result are unsustainable and are degrading the environment. Heavy use has left many of the trails in poor condition leading to degradation and negative impacts to the natural environment including soil compaction, erosion and damage to the forest habitat.

The purpose of this Trail Management Strategy is to provide the City of Toronto Parks, Forestry and Recreation with a strategy for making improvements in the park to ensure protection, restoration and enhancement of the Crothers' Woods area.

The plan includes recommendations for:

- The preservation and protection of existing natural heritage features;
- Creating a safe, logical, sensitive and practical trail system which serves a wide range of user groups;
- Meeting the operational and maintenance requirements of the City of Toronto Parks, Forestry and Recreation Department;
- Improving park users' safety and reducing liability of the City;
- Implementing the various initiatives and improvement proposed as part of this plan;
- Defining a monitoring program as a means to gauge the long term health of the park ecosystem; and,
- Identifying guiding principles to be applied to other relevant natural areas in the City

### **City of Thunder Bay – Trowbridge Forest**

[http://www.thunderbay.ca/Living/Getting\\_Around/Recreational\\_Trails/Trowbridge\\_Forest\\_Recreational\\_Trail.htm](http://www.thunderbay.ca/Living/Getting_Around/Recreational_Trails/Trowbridge_Forest_Recreational_Trail.htm)

The City of Thunder Bay's Parks & Open Spaces Section worked with various partners to produce a Master Plan to increase recreational opportunities in the Trowbridge Forest for residents, and to establish mountain biking as a viable tourism draw for Thunder Bay.

The Trowbridge Forest trail system – which includes Centennial Park, Shuniah Mines, Trowbridge Falls Park and Kinsmen Park – needs a trails master plan that will direct the development of a network of trails that will provide a fun, safe environment for a wide

range of trail users of various abilities and skills. This includes but is not limited to hikers, mountain bikers, trail runners, and dog walkers.

Working in partnership with the City of Thunder Bay and Tourism Northern Ontario the Blacksheep Mountain Bike Club has been working toward expanding mountain biking in order to increase recreational opportunities for the residents of the City as well as provide greater opportunities for tourism and opportunities to host large, as well as National level mountain bike events. Ultimately the club is striving to have the trails designated as an International Mountain Biking Association Ride Center. Therefore, a cohesive and dynamic trail system in the Trowbridge Forest is an important stepping stone in achieving this goal.

The resulting plan provides a sustainable network of trails that caters to a wide range of users. Key aspects of the proposed network include:

- ▲ Improved trail heads and access.
- ▲ Closing of redundant, unsafe or unsustainable trails.
- ▲ Enhancement of existing trails.
- ▲ Introduction of over 20 kilometers of new trails.
- ▲ Identifying priority designation of hiking, cross country skiing, mountain biking and fat biking
- ▲ trails.
- ▲ Improvements to technical trail features to ensure they follow IMBA guidelines and Whistler Standards for trail design and the construction of technical trail features.
- ▲ Improvements to Kinsmen Park.
- ▲ Introduction of a bike park with pump track and technical training area.
- ▲ Signage and wayfinding strategy.

The plan also provides a strategy for implementation which divides improvements into short, medium and long term. Costs associated with each improvement are provided for budgeting purposes. This includes consideration of the level of volunteer involvement anticipated by providing a low, medium and high price.

## **City of Sudbury – Kivi Park**

- ▲ Created in 2016
- ▲ Set on 450+ acres of Cambrian Shield overlooking Long Lake in Sudbury, Kivi Park is set to be a premier destination for sport, nature and adventure.
- ▲ Hiking, biking, cross country ski and snowshoe trails.
- ▲ The City of Sudbury is actively developing trail networks in Kivi Park for mountain biking, snowshoeing, hiking, walking, fatbiking and dog walking.



## **Seniors' Health Advisory Committee Sault Ste. Marie and Algoma District**

2018 11 28

Ross Romano, MPP Sault Ste. Marie, Ontario  
Queen's Park  
Room 355  
Main Legislative Building, Queen's Park  
Toronto, ON M7A 1A8  
Via Email: [ross.romano@pc.ola.org](mailto:ross.romano@pc.ola.org)

Dear Mr. Romano:

It is with dismay that members of SHAC learned on October 30, 2018 that the Ministry of Health and Long-Term Care (MOHLTC) had issued a Cease of Admissions Order for Extendicare Maple View Long-Term Care Home in Sault Ste. Marie.

Such an order, given only when the MOHLTC Director has reason to believe there is risk of harm to the health or well-being of residents, has caused members of the public to demand an explanation and immediate resolution of this state of non-compliance with the Long-Term Care Homes Act 2007 and its Regulations.

A major issue identified at Maple View is that of not having enough Personal Support Workers (PSWs) on duty (i.e. "working short") to address the needs of residents adequately.

In August 2018, 183 Personal Support Worker shifts were missed at Maple View—an average of seven (7) vacancies a day! A concerned and angry public was notified of this short-staffing in *The Sault Star* on November 7, 2018.

Although the community has been assured by Maple View that the administration and staff are working towards addressing very serious issues in order to achieve compliance, neither the members of SHAC nor the general public are convinced. It is one thing for the MOHLTC to identify the problem: it is quite another for the Ontario government to remedy the problem in a timely and effective manner.

All across Ontario, there is one crisis after another in long-term care homes: crises that involve negligence, assault and even murder. There are chronic staff shortages all across Ontario in long-term care homes—shortages which would never be allowed in prisons or day-care!

Constituents of the Sault and Area are demanding to know:

- Why is there no legislated minimum standard of care in long-term care homes for all care-givers?
- Why is there not enough staff to deal with the many complex needs of residents many of whom have dementia issues?
- Why are long-term care Staff members forced to provide care to more and more residents in a much shorter time period?

There are solutions which the Ontario government can put in place to address this problem by mandating:

- A legislated minimum care standard of at least four (4)-hours of daily hands-on direct nursing and personal support per resident;
- Regulation of PSWs to set standards for the skills and knowledge needed in their practice;
- Provincially required training and education to deal with mental behaviours other than dementia;
- Appropriate fiscal compensation for the “front-line” care-givers—the PSWs.

Mr. Romano, as the elected representative of the citizens of Sault Ste. Marie, you have the responsibility to ensure the safety and well-being of residents in the long-term care homes in your constituency.

We look forward to your taking a leadership role in convincing the Ontario government to find solutions to the long-term care home crisis mounting in this province.

Kindly indicate that you have received this letter of concern.



Myra Piirtoniemi, Chair  
Seniors' Health Advisory Committee  
Email: shacchair@gmail.com

Cc Via Email:

Mike Mantha, MPP Algoma—Manitoulin  
Via Email: mmantha-co@ndp.on.ca

Christian Provenzano, Mayor  
Corporation of the City of Sault Ste. Marie  
Via Email: mayor.provenzano@cityssm.on.ca

Hon. Christine Elliott  
Minister of Health and Long-Term Care  
Legislative Assembly of Ontario  
Via Email: christine.elliott@pc.ola.org

Jérémie Stevenson, CEO  
North East LHIN  
Via Email: jeremy.stevenson@lhins.on.ca

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

November 29, 2018

SENT VIA EMAIL

Seniors' Health Advisory Committee  
Sault Ste. Marie and Algoma District  
Myra Piirtoniemi, Chair  
Sault Ste. Marie, Ontario

Dear Ms. Piirtoniemi:

**RE: Seniors' Health Advisory Committee correspondence**

You asked me to acknowledge receipt of your letter of November 28th, 2018, to MPP Romano and copied to me. Please accept this letter as that acknowledgement.

I share your concern over the care issues identified at Maple View Long Term – Care Home and support your efforts to ensure that they are addressed. I welcome you to let me know if there is anything that I can do, specifically, to assist SHAC.

I will include this letter along with yours on City Council's next agenda, as information, so that it is aware of both communications.

Sincerely,

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

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



November 30, 2018

## An open letter to Sault Ste. Marie

The conclusion of Algoma's *Companies' Creditors Arrangement Act* proceeding is good news for the company and our community. We have been involved in this process for 3 years and it has been challenging. It has been challenging for the employees and pensioners, the contractors and suppliers, and the community – at – large. Many of us are, in one way or another, connected to Algoma and many of our household incomes are either directly or indirectly dependent on its continued operation.

The end of this process brings with it some stability, consumer and community confidence and, with a big impending capital investment, a boost to our local economy. That is all good news and we should take a moment to recognize and appreciate that we came together as a community, met this challenge and overcame it. However, we have to make sure we do not take more than a moment or assume that the end of this process represents the end of our challenge. It is not. There is much more work to do to make sure the stability that comes with today's announcement isn't temporary.

Our community has talked about economic growth and diversity for decades but we have not made any real or substantial progress in actually realizing it. Over the past Council term, we did two things that are necessary to moving forward: we completed a very thorough assessment of our communities' challenges and we developed a community – based plan to begin to address them. You can read about both at [www.futuressm.com](http://www.futuressm.com). The City, for its part, made structural adjustments to its own organization and the way it approaches economic development to align with the broader community plan.

We have a team of dedicated people focused on and working on our community's future and many community leaders, from post-secondary institutions to Sault Area Hospital to the school boards to our social service agencies, are collaborating and working together to maximize our opportunity for success. However, to truly be successful, we need you. We need you, as citizens who care about our community and who are invested in its future, to help us drive it forward.

Speaking broadly, we need to do a number of things to become a more vibrant and resilient community. We have to ensure that we are an inclusive community that welcomes immigrants and migrants, that makes investments in quality of life infrastructure and that supports those of its members who need help and assistance. We have to be mindful of the fact that our labour force and economy will not improve, and grow, unless we invest in our youth and build a community that gives them social and cultural stimulation. We have to continue to work on and develop our First Nation relationships and work with our First Nation neighbours and community members as respected partners.

Simply put, we cannot be complacent and we cannot depend on Algoma's operation as singularly as we have historically. We need to challenge ourselves and each other to build our community together, a community that is proudly home to a Canadian steel maker as one of its many defining attributes.

There is much hard work to do in this respect but I am confident that we have the capacity to do that hard work so long as we remain positive, work together and keep looking forward.

Sincerely,

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

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

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

December 5, 2018

SENT VIA EMAIL

Honourable Christine Elliott  
Minister of Health and Long-Term Care and Deputy Premier  
10<sup>th</sup> Floor, Hepburn Block  
80 Grosvenor St.  
Toronto, ON  
M7A 2C4

Ross Romano  
Sault Ste. Marie MPP  
390 Bay St., Suite 102  
Sault Ste Marie, ON  
P6A 1X2

Jeremy Stevenson  
North East Local Health Integration Network CEO  
555 Oak St. East, 3rd Floor  
North Bay, ON  
P1B 8E3

Dear Minister Elliott, MPP Romano and CEO Stevenson:

**RE: Sault Area Hospital Level III Withdrawal Management proposal  
Sault Area Hospital Addiction Medicine Consult Team proposal**

I am writing with respect to the two proposals provided by Sault Area Hospital: the Sault Area Hospital Level III Withdrawal Management proposal, and the Sault Area Hospital Addiction Medicine Consult Team proposal, both of which I understand were submitted in spring/fall of 2018.

I recently asked that the senior leadership at Sault Area Hospital provide me with an update on these efforts and this letter is a result of that conversation. I have copied the acting CEO of Sault Area Hospital to keep her apprised of my communication.

I understand that the Sault Area Hospital Level III Withdrawal Management proposal has the support of the NELHIN but is at the Ministry of Health and Long-Term Care for operating funding approval and that it has not yet received that approval.

I understand that the Addiction Medicine Consult Team proposal has been very well received and is generally accepted as a worthwhile approach to immediately addressing a very significant need in our community but that proposal has also not yet received approval.

I realize that the opioid epidemic is a problem across our region and province and that you have a responsibility to ensure that the projects your government funds meet a need and deliver value. However, in both of these proposals, you have concrete plans from the leadership in Sault Ste. Marie that are intended to address the mental health and addiction challenges being faced in our community and our region. The opioid crisis is of critical concern to the leadership and health care workers in our community, who are all doing the utmost with the resources currently at their disposal. Those resources are insufficient and we need your government to make the necessary commitments without any further delay.

Considering the amount of time the NELHIN and the Provincial Government have had these proposals, the approval process for the Level III Withdrawal Management proposal should be brought to a favourable conclusion and the Addiction Medicine Consult Team should be funded immediately.

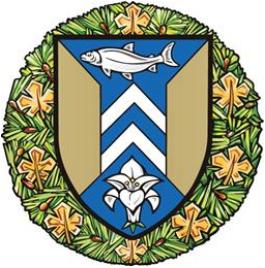
I would appreciate the opportunity to discuss these matters with each of you as soon as your schedules will permit. I will make myself available at your convenience.

Sincerely,

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

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

CC     Ila Watson, Acting CEO SAH  
City Council



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

### C O U N C I L   R E P O R T

December 10, 2018

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Al Horsman, CAO  
**DEPARTMENT:** Chief Administrative Officer  
**RE:** Extension Police Services Contract for Prince Township

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#### **PURPOSE**

To seek Council approval to extend the existing agreement between the City of Sault Ste. Marie and Prince Township for the provision of policing services.

#### **BACKGROUND**

As found in By-law 2014-66 attached the Corporation of the City of Sault Ste. Marie entered into an agreement with The Corporation of the Township of Prince in March, 2014 to provide policing services for a 5-year period. This agreement included an escalation clause such that over the period of the contract, payment for police services would come to equal the same cost incurred by Sault residents. This cost was defined by the expenditure divided by the number of residents. An amount currently equalling \$371.00 per Sault resident (using 2017 Provincial FIR data). As an immediate increase of the full cost meant a significant increase to the Township's net levy for policing services, it was agreed that the adjustment would be brought in over the term of the contract to mitigate the impact to Prince Township. On December 19, 2017 Prince Township gave formal notice to end the contract effective December 31, 2018 as it was going to instead contract with the Ontario Provincial Police (OPP).

#### **ANALYSIS**

The Township decided in September, 2018 that the arrangement it had intended to enter into with the OPP was not possible and contacted Sault Ste. Marie Police Services (SSMPS) directly to determine if a new agreement could be entered into to have SSMPS provide services after all.

On November 13, 2018, the new SSMPS Police Chief presented a service contract proposal to Prince Township as endorsed by the SSMPS Board. The Township approved at that time contracting to receive the policing services described. It was subsequently noted that under the Police Act, 2008 such agreements could only be entered into by the consenting municipalities and needed to describe the level as well as type of services to be provided. A draft

## Extension of Police Services Contract for Prince Township

2018 12 10

Page 2.

contract is now being developed by SSMPS to be presented to Prince Township and City Council for consideration and approval in the new year. Unfortunately, this leaves Prince Township without policing in the interim period commencing January 1, 2019 until such time as a new agreement is ratified between Prince Township and the City. It is proposed that the contract extension be under the same terms and conditions found in the 2014-66 By-law. A new By-law 2018-232 found elsewhere on the agenda has been created to this effect for Council consideration and approval.

### **FINANCIAL IMPLICATIONS**

Under By-law 2014-66 Prince Township was contracted to pay \$209,730.00 for the period of June 1, 2018 to May 31, 2019. On a monthly basis extending the agreement represents increased revenue of \$17,447.50 per month as the Sault Ste. Marie Police Services Board approved 2019 Budget did not reflect an agreement with Prince Township. The financial impacts of a new contract will be described in a future report when this item is brought to Council for its consideration and approval.

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

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2018-232 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Al Horsman

Chief Administrative Officer

705.759.5347

[cao.horsman@cityssm.on.ca](mailto:cao.horsman@cityssm.on.ca)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-66

**AGREEMENT:** (P2.2) A by-law to authorize the execution of an agreement between the City and The Corporation of the Township of Prince for the provisions of police protection services.

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 DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 24<sup>th</sup> day of March, 2014 and made between the City and The Corporation of the Township of Prince for the provisions of police protection services for the term commencing June 1, 2014 and ending May 31, 2019.

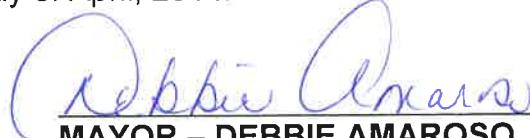
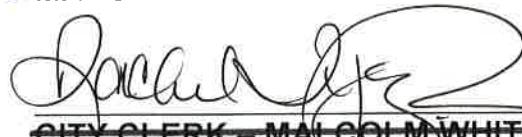
2. **SCHEDULE "A"**

Schedule "A" hereto 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 28<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
**Debbie Amaro**  
MAYOR – DEBBIE AMAROSO  
  
\_\_\_\_\_  
~~CITY CLERK – MALCOLM WHITE~~  
**Deputy City Clerk - Rachel Tyczinski**

# Schedule "A"

## AGREEMENT FOR THE PROVISION OF POLICE SERVICES

UNDER SECTION 6.1 OF THE POLICE SERVICES ACT,  
R.S.O 1990, c.P.15, as amended

THIS AGREEMENT made in triplicate this 24 day of March, 2014.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")  
OF THE FIRST PART

-AND

THE CORPORATION OF THE TOWNSHIP OF PRINCE

(the "Township")  
OF THE SECOND PART

**WHEREAS** under section 4(1) of the Police Services Act, R.S.O. 1990 c. P.15, as amended (the "Act"), the Township is required to provide adequate and effective police services in accordance with its needs;

**AND WHEREAS** under section 5(1)(4) of the Act, the Township's responsibility for providing police services may be discharged by entering into an agreement with the council of another municipality to have its police services provided by the Police Services Board of the other municipality by entering into an agreement with the municipality under section 6.1 of the Act;

**AND WHEREAS** the Township has expressed its intent to provide police services, in pursuance of its responsibilities under section 5(1)(4) of the Act, by means of this Agreement, as evidenced by resolution, dated March 11, 2014 (attached as Schedule "A");

**AND WHEREAS** this Agreement reflects the intent of the parties to provide a level of police services for the Township as set out in the "Proposal For Policing Services" (attached as Schedule "B");

**AND WHEREAS** this agreement reflects the intent of the parties that the total annual cost of maintaining the Sault Ste. Marie Police Service, recovered from the residential tax levy, shall be proportionally applied to the residents of the Township.

**NOW THEREFORE**, in consideration of the premises and covenants herein, the parties agree as follows:

## DEFINITIONS

1. In this agreement:
  - (a) "Board" means the Sault Ste. Marie Police Services Board
  - (b) "Chief of Police" means the Chief of Police of the Sault Ste. Marie Police Service

## GENERAL PROVISIONS

2. The City shall provide adequate and effective police services in accordance with the needs of the Township in compliance with the terms and conditions of this Agreement.
3. The Township shall pay the City for the police service provided under this Agreement in accordance with the Agreement.
4. Pursuant to section 6.1(2) of the Act, the Township may select a person to advise the Board with respect to objectives and priorities for police services in the Township and the Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
5. The Board shall cause the Chief of Police to report to the Township, at mutually agreed upon intervals, regarding the provision of police services in and for the Township.
6. The Township shall throughout the term of this Agreement appoint and maintain a person(s) to enforce the by-laws of the Township and the enforcement of such by-laws will be the exclusive jurisdiction of the Township and at cost to the Township exclusive to this Agreement.
7. The present agreement in place between the Township and the City regarding 911 service shall remain as is and exclusive to this Agreement.
8. The City agrees to provide to the Township a level of police service comparable to that provided to the residents of the City who reside in the more rural areas of the City and, more particularly such service shall be similar to the service provided at present to inhabitants of the City situated in that area bound by the prolongation of Base Line to the north and Airport Road to the east.

**COST OF POLICE SERVICES**

9. The Township agrees to pay to the City the following amounts for the said police services. The payments would therefore be as follows:

June 1, 2014 – May 31, 2015	\$143,249.00
June 1, 2015 – May 31, 2016	\$157,573.00
June 1, 2016 – May 31, 2017	\$173,331.00
June 1, 2017 – May 31, 2018	\$190,364.00
June 1, 2018 – May 31, 2019	\$209,730.00

10. The Township shall make quarterly installment payments to the City throughout the term of this Agreement on the last days of March, June, September and December in each year with the first installment being due June 30, 2014.
11. The cost of Special Duty officers for an event located within the geographic confines of the Township will be provided at a cost that it is in addition to this Agreement and such costs shall be collected directly from the Township.

**DISPUTE RESOLUTION MECHANISM**

12. In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement relative to operational or administrative issues, the Chief of Police, or his or her representative shall meet with the Township at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to the Board at the earliest opportunity for resolution.

Where the issue is exclusively financial, the Council of the Township, or their representative, shall seek resolution through the office of the Chief Administrative Officer.

Where the issue is partially financial the council of the Township, or their representative, shall seek resolution to the financial portion of the issue through the office of the Chief Administrator for the City.

**NOTICE**

13. All correspondence or other notices related to the terms of the Agreement shall be delivered accordingly as set forth below:
  - 1) Chief Administrative Officer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie ON P6A 5X6
  - 2) The Administrator  
The Corporation of the Township of Prince  
3042 Second Line West  
Sault Ste. Marie ON P6A 6K4
  - 3) Chief of Police  
Sault Ste. Marie Police Service  
580 Second Line East  
Sault Ste. Marie ON P6A 5L6

**COMMENCEMENT AND TERMINATION OF AGREEMENT**

14. This Agreement comes into force on the 1<sup>st</sup> day of June 2014, and shall conclude on the 31<sup>st</sup> day of May, 2019.
15. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of providing police services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the services outlined in this Agreement.
16. Where the Township's designated responsibility to provide policing under section 5 of the Act be changed, either by statute or judicial interpretation, the Township maintains its right, upon being so informed, to give written notice of its intention to terminate this Agreement forthwith.
17. In the event that the Township fails to make any payment as set out in clauses 9 and 10 of this agreement, the City may, at its option and upon 30 days written notice to the Township, terminate this agreement.

**ENTIRE AGREEMENT**

18. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Township has affixed its Corporate Seal attested by the signature of its duly authorized signing officer and the Mayor as head of Council for the City has personally signed this Agreement to be effective as of the date set out herein.

FOR THE CITY:

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

FOR THE TOWNSHIP:

REEVE - KEN LAMMING

CLERK – PEGGY GRECO

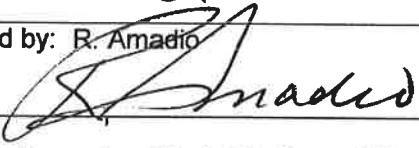
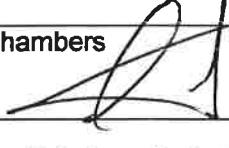
# Schedule 'A'

**The Corporation of the Township of Prince**  
3042 Second Line West,  
**PRINCE TOWNSHIP, ON P6A 6K4**  
**Phone: 705-779-2992 Fax: 705-779-2725**

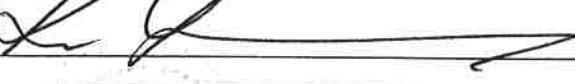
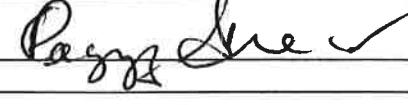
## COUNCIL RESOLUTION

Date: March 11th, 2014

AGENDA ITEM  
8 b)

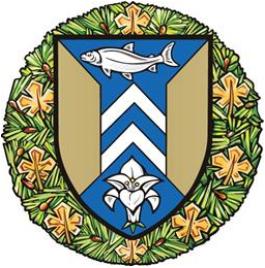
Resolution 2014 - S9	
Moved by: R. Amadio 	Seconded by: I. Chambers 

Be it resolved that this Council hereby adopts By-Law 2014-10, being a by-law authorizing the Reeve and CAO/Administrator to enter into an agreement between the City of Sault Ste. Marie and the Township of Prince for the provision of police services, as presented.

RESOLUTION RESULT		Mayor & Council	YES	NO
<input checked="" type="checkbox"/>	CARRIED	Ken Lamming		
	DEFEATED	Ron Amadio		
	DEFERRED	Ian Chambers		
	REFERRED			
	PECUNIARY INTEREST DECLARED	David Yanni		
	RECORDED VOTE (SEE RIGHT)	Amy Zuccato		
	WITHDRAWN			
REEVE - Ken Lamming		CAO/ADMINISTRATOR - Peggy Greco		
				

The above is a certified to be true copy of resolution number 2014 - S9

Peggy Greco  
CAO/Administrator



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Finance Department

**RE:** RFP – Development of an Arts, Culture & Heritage Plan for Sault Ste. Marie

---

#### PURPOSE

This report has been prepared for Council's information and consideration, on behalf of the Evaluation Committee, concerning proposals received to undertake the development of an Arts, Culture and Heritage Plan for Sault Ste. Marie. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### BACKGROUND

In 2017 the City of Sault Ste. Marie released 'A Common Cause and New Direction for Sault Ste. Marie'. The 20-year plan focuses on 4 pillars: Economic Growth and Diversity, Social Equity, Cultural Vitality, Environmental Sustainability and provided a series of recommendations including the development of a Cultural Plan.

It is the intention in developing an Arts, Culture and Heritage Plan to help foster investment and economic development in Arts & Culture. Through implementation of the plan, the goal is to strengthen partnerships to promote cultural vitality in the Community and to strengthen connectivity amongst those in the creative sector.

The Request for Proposal (RFP) was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 3:00 p.m. on October 19, 2018.

#### ANALYSIS

Proposals from four (4) proponents were received prior to the closing date:

Lord Cultural Resources, Toronto, ON  
MDP Insight, Toronto, ON  
Nordicity, Toronto, ON

## Development of an Arts, Culture and Heritage Plan for SSM

2018 12 10

Page 2

NORDIK Institute, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from FutureSSM & the Recreation & Culture Division – Community Development & Enterprise Services; and the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Lord Cultural Resources of Toronto, ON.

### **FINANCIAL IMPLICATIONS**

Lord Cultural Resources has proposed a Cost including Professional Fees, Travel and Disbursements of \$50,000 plus HST to undertake development of the Arts, Culture and Heritage Plan. This amount can be accommodated within the approved 2018 FutureSSM budget of \$220,000 for Consultant Services.

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

Development of an Arts, Culture & Heritage Plan for Sault Ste. Marie is in keeping with the Cultural Vitality pillar of 'A Common Cause and New Direction for Sault Ste. Marie'.

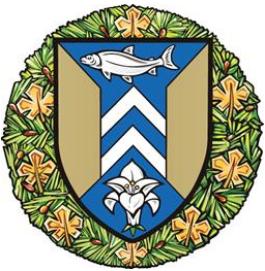
### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and the recommendation that the proposal submitted by Lord Cultural Resources to undertake development of an Arts, Culture & Heritage Plan for Sault Ste. Marie, be approved. By-law 2018-215 authorizing signature of the agreement for development of the Plan appears elsewhere on this Council Agenda.

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Finance Department

**RE:** RFP – Purchase of Animal Control Enforcement and Sheltering

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#### **PURPOSE**

This report has been prepared for your information and consideration concerning the proposal received for the provision of Animal Control Enforcement and Sheltering for the City of Sault Ste. Marie for the 5-year period commencing January 1, 2019, as required by Community Services – Community Development & Enterprise Services. Staff is seeking Council approval of the recommendation contained in this report.

#### **BACKGROUND**

Animal Control and Shelter Services is a mandated service that the City is required to provide. It has been determined that the Sault Ste. Marie & District SPCA (The Humane Society) is the sole local provider with this capability. Approval of sole sourcing of these services was passed by Council on August 21, 2017. The Humane Society has been effectively and efficiently providing these services to the City for many years.

#### **ANALYSIS**

The Humane Society has provided a firm all-inclusive quotation for the five (5) years of the agreement. The initial quoted fee will apply for year 1 of the agreement with annual fee adjustments based on changes to Consumer Price Index (CPI) annually for subsequent years.

A report of the Director of Community Services appears elsewhere on the Council Agenda.

#### **FINANCIAL IMPLICATIONS**

The fee for services for the first year period commencing January 1, 2019 will be approximately \$587,779 plus HST.

Purchase of Animal Control Enforcement & Sheltering

2018 12 10

Page 2

**STRATEGIC PLAN / POLICY IMPACT**

This service is not contemplated in the Strategic Plan but does align with the City's commitment to Delivering Excellent Customer Service and the requirement to provide animal control and shelter services to residents.

**RECOMMENDATION**

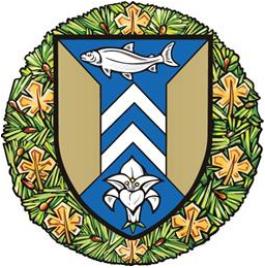
Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and the recommendation that the Purchased Services Agreement with the Sault Ste. Marie & District SPCA for Animal Control and Shelter Services for five (5) years, commencing January 1, 2019, be approved, on a sole source basis.

By-law 2018-217 authorizing signature of the Agreement appears elsewhere on the Council Agenda.

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Purchase of Animal Control Enforcement and Sheltering

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#### **PURPOSE**

The purpose of this report is to provide further information supporting the establishment of a new purchased services contract with the Sault Ste. Marie and District SPCA (the Humane Society). Under the terms of the agreement, the Humane Society will provide animal control by-law enforcement and shelter services.

#### **BACKGROUND**

The Humane Society is an animal welfare organization and provides animal control and by-law enforcement services to the City of Sault Ste. Marie.

The main source of revenue is the fee for service from the City of Sault Ste. Marie. This revenue only covers costs for the enforcement of municipal by-laws and some shelter operations. All other shelter operations services such as crisis services, medical spay and neuter assistance, human education, etc. are funded through donations and fundraising. Other revenue is derived from user and licencing fees.

On June 14, 2016, the Humane Society requested that the agreement for the purchased services be updated as it has not been reviewed since enactment in 1983. This report includes reference to a new services agreement to be reviewed for approval.

On August 21, 2017, Council approved single sourcing the enforcement and shelter services from the Humane Society supported by the following key points:

- There is a unique, historical relationship between the City and the Humane Society
- The Humane Society building was funded through community donations and is located on City owned lands

- The Humane Society has developed ongoing, local fundraising support and has recognition in the community
- The Humane Society plays an increasingly complex role in providing animal control enforcement and shelter services given new legislation regarding certain animal breeds and exotic pets

## **ANALYSIS**

The enforcement of the animal control by-law and provision of the shelter services has been provided by the same vendor since the by-law enactment in 1983. Subsequently, the licensing of dogs was transferred to the Humane Society on January 1, 1999, acting as an agent for the City. The licensing is to offset the cost of providing the service to the City. Licence fees are estimated to be between \$32,000 and \$35,000 per year.

A quote for purchased services supplied by the Humane Society is attached in Appendix A.

Staff have met with the Humane Society Shelter Manager on multiple occasions and attended a Board meeting to understand more about their operations. Some key information points for Council consideration include:

- Current staff consists of seven full-time and one part-time non-unionized human resources. All staff are cross-trained to be able to perform multiple functions.
- Staffing is required for 9 hours a day from Monday to Friday and 8 hours a day on the weekends. Hours outside of that are covered on an emergency basis by on-call staff.
- The Humane Society provides the following services:
  - Animal Control Enforcement
    - 2018-19, Animal Care and Control
    - 2005-37, Amended 2005-60 - Pigeons
    - Enforcement of Dog Owner's Liability Act
    - Issuing Provincial Offence fines and charges and preparing any associated court documents and attending court as necessary
    - Issuing City dog licenses and maintaining database for issuing renewals and associated fines for non-compliance
    - Provide immediate response to Police and Fire, 24 hrs. a day where assistance is required with animals

- Shelter Services

- Provide Shelter services that meet the requirements of the Animals for Research Act which includes Pound regulations. The entire facility, animal care practices and records are subject to frequent inspection by a Provincial Pound Inspector.
- Shelter and pound facilities open to the public 7 days per week (including statutory holidays)
- Provide 24/7 emergency on call service
- The Humane Society building is maintained by the Humane Society and is located on land owned by the City of Sault Ste. Marie. The current lease for the property runs to May 2024. With an aging facility, repair and maintenance costs are increasing for the facility. The facility was originally built through local fundraising.
- The Humane Society is a registered charity and fundraising events, donations and bequests help support delivery of programs valued at \$100-\$130k/year.
- A summary of statistics provided by the Humane Society is provided in Appendix B. Key points:
  - The types and volume of incidents fluctuate and are generally on the decline except for:
    - an increase in injured animals (192 in 2017 versus 111 in 2016 which require more complex administration)
    - dogs coming in (452 for 2017 versus 434 for 2016)
    - dogs running at large (321 for 2017 versus 292 for 2016)
  - The Humane Society has been able to increase adoptions, which decreases the amount of animals being euthanized (52% of dogs adopted in 2017 vs. 30% back in 1997, however down from 56% in 2016).
  - User fees and license fees are trending downward. There is an opportunity for more to be done with the City to help improve communications and the requirements to have dogs licensed.

The Sault Ste. Marie Humane Society has been an integral part of the enforcement and shelter services for the City for several decades. The organization has vast knowledge of the requirements and has had great success in the adoption of animals that find their way into the shelter.

- As part of the new Purchased Services Agreement, the Humane Society will continue to provide statistics required per the operations of a pound in Ontario and Financial Statements to the City on an Annual basis for review.

It is recommended that Council continue with the current model of purchasing both enforcement and shelter services from the Humane Society and that this service be single sourced to the Humane Society with a new service agreement.

### **FINANCIAL IMPLICATIONS**

The Humane Society is requesting \$587,779 to supply the enforcement and shelter services for 2019 (Appendix A). This is an increase of \$85,169 from 2018 where \$502,610 was provided as follows:

- 2018 Operating Budget \$478,610
- minimum wage adjustment funded from Contingency Reserve subsequent to budget approval, April 9, 2018 \$24,150

The main reasons supporting the increase are as follows:

- Staff Training
- Vehicle Lease
- Insurance
- Cremation Requirements
- Repairs and Maintenance
- Electricity - heavy demands from their HVAC systems that are required to maintain proper air exchange for kennel environments.
- Wages Impacts

It needs to be noted that there was a drop in funding in 2016 when the Humane Society was in a surplus position. At that time the Humane Society was advised to reduce their request for funding and in doing so resulted in the organization being in a challenging position to provide day to day operations.

City staff support the amount requested based on the following calculation and assumptions:

<b>Category</b>	<b>Amount</b>
Budget amount provided in 2015	\$552,360
CPI at 2% - for 4 years to bring to 2019	\$45,532
Minimum Wage Increase Impact	\$24,150
Total	\$662,042

When comparing the budget of \$552,360 from 2015 that was provided to the Humane Society and when including CPI of 2% and the Minimum Wage impact of \$24,150. This results in an amount of \$662,042. The requested amount of

\$587,779 is well within this figure. The increase will be reflected in the 2019 operating budget.

In future, the City has recommended to the Humane Society that any surplus positions will be directed to a reserve account to be set up to address necessary capital repairs to the building. The Humane Society will be required to notify the City if this is achieved.

The purchased services agreement is for a five (5) year term and the annual payment amount is subject to CPI in exchange for services the Humane Society provides to the City of Sault Ste. Marie.

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

This service is not contemplated in the strategic plan but does align with the City's commitment to Delivering Excellent Customer Service and the requirement to provide animal control and shelter services to residents.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director Community Services-Community Development & Enterprise Services dated 2018 12 10 be received.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development & Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

# Appendix A



Sault Ste. Marie & District SPCA  
962 Second Line East  
Sault Ste. Marie, ON P6B 4K4

**Phone: 949-3573**  
**Fax: 949-0169**  
**ssmhs@shaw.ca**

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November 21, 2018

Mr. Brent Lamming  
Director of Community Services  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON

RE: Quote for Animal Care & Control Services

Dear Mr. Lamming

Our quote to provide Animal Care & Control Services for the 2019 calendar year, as set out in the service agreement, is \$587,779.00. It is our understanding that this quoted amount will have a CPI increase applied annually as defined in the five year service agreement.

On behalf of the Board of Directors, I extend our appreciation for the time and attention you provided to us on this matter and we look forward to ongoing discussions. If you require any further information, do not hesitate to contact me.

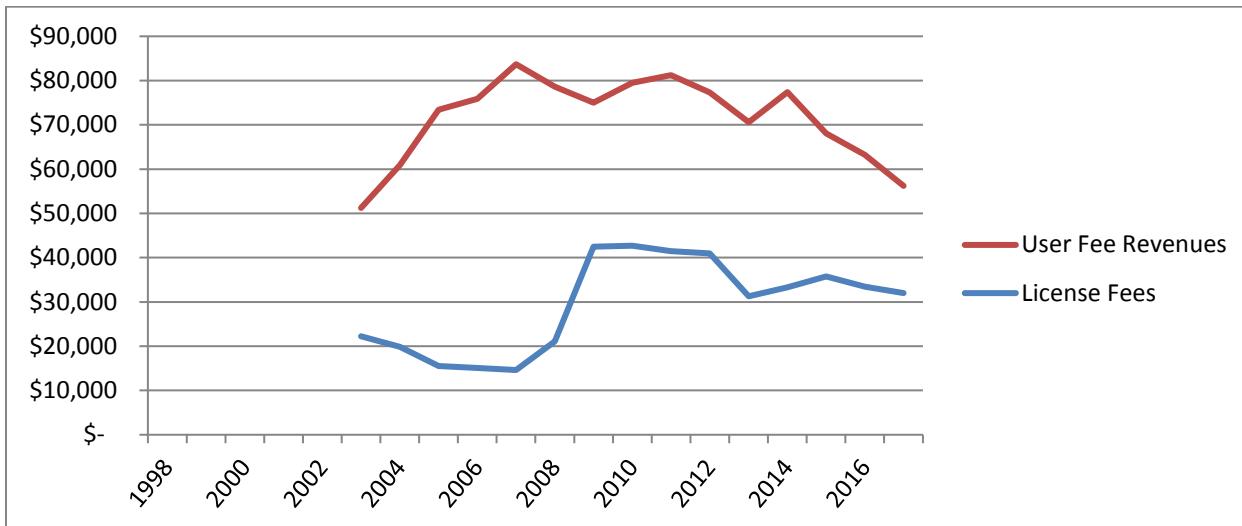
Sincerely,

*C. Ross*

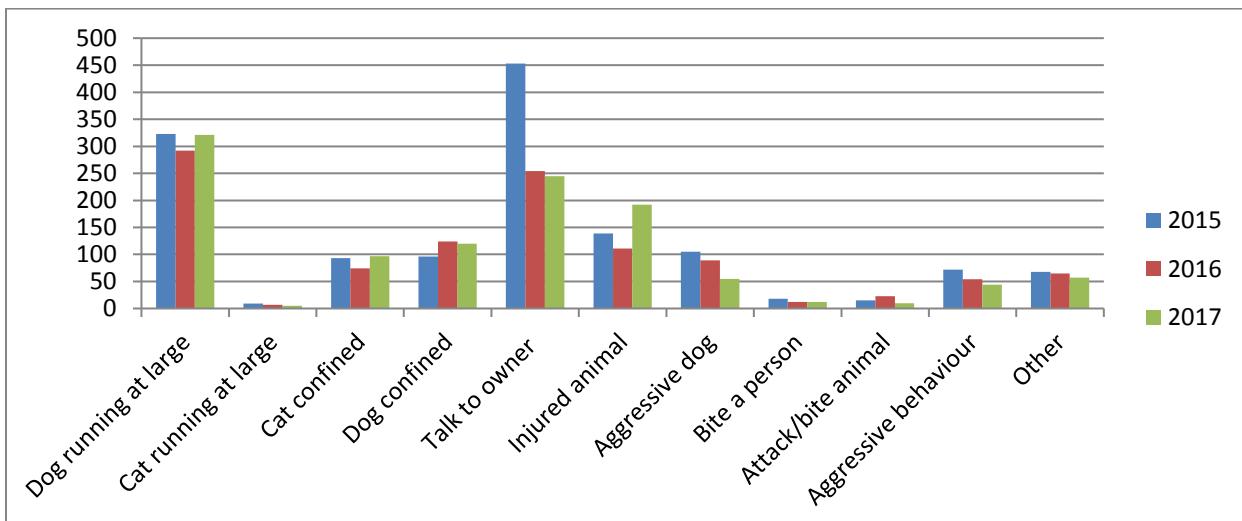
Cindy Ross  
Manager

## Appendix B - Humane Society Data

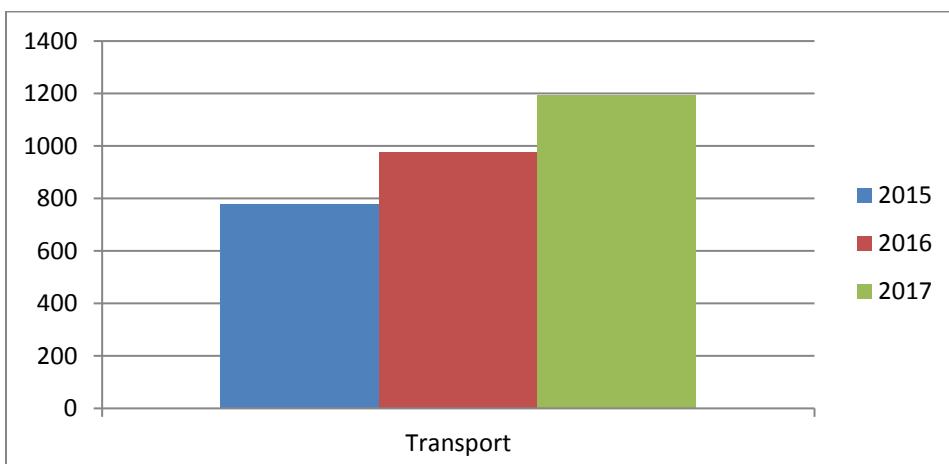
### 1. User Fee and License Fee Revenues



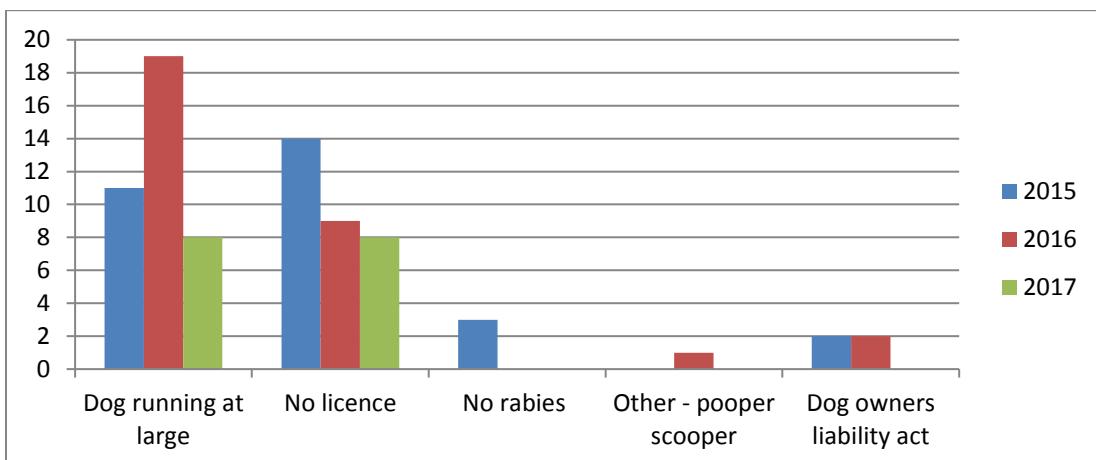
### 2. Types and Volume of Incidents



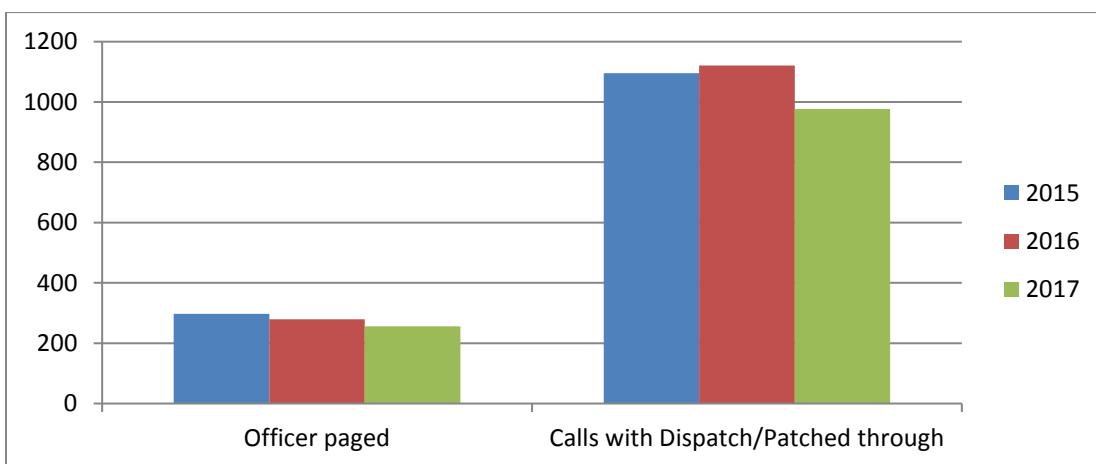
### 3. Transport



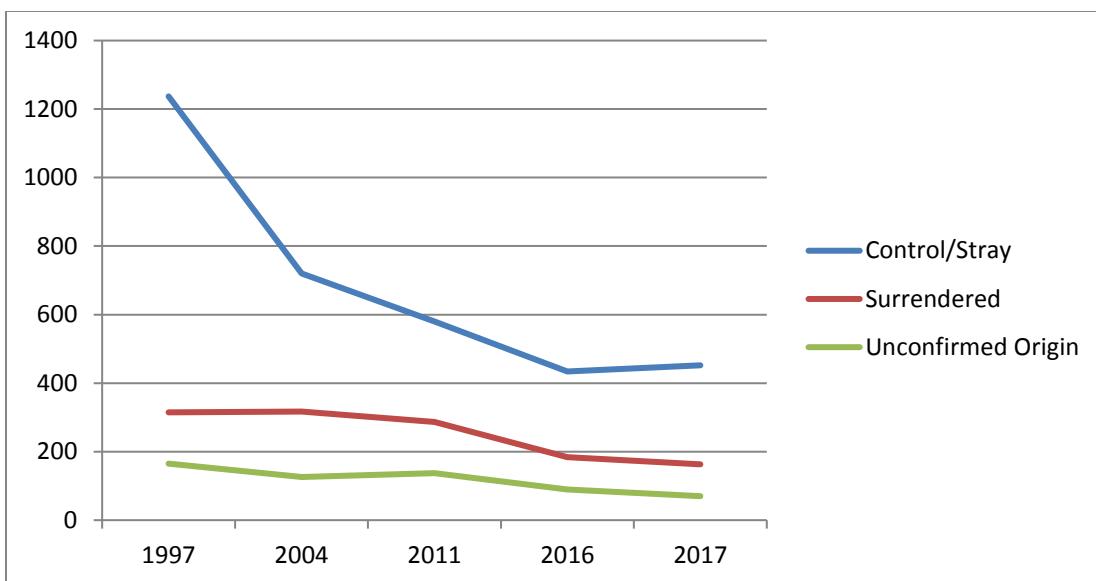
#### 4. Charges Laid



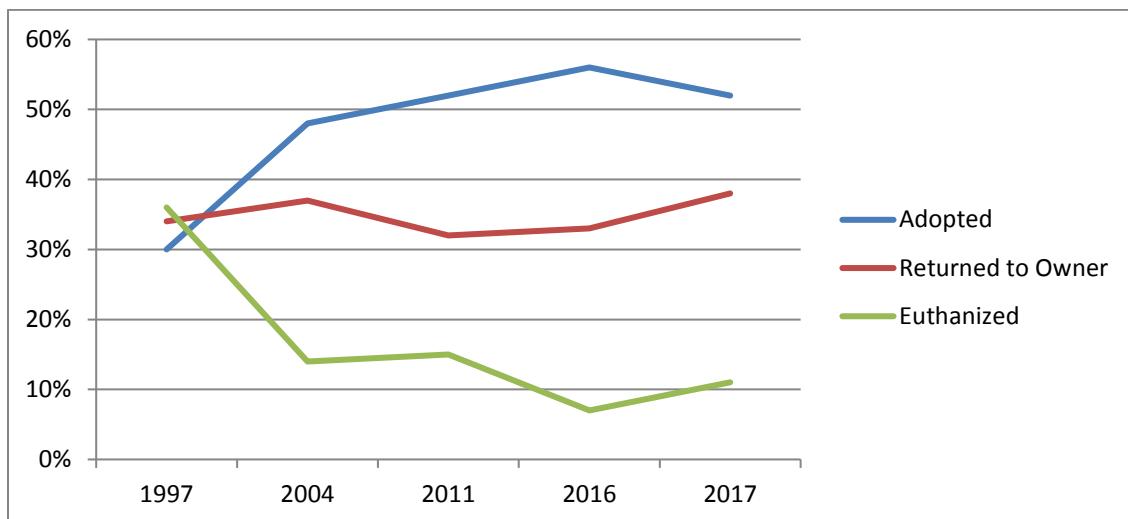
#### 5. On-Call Services



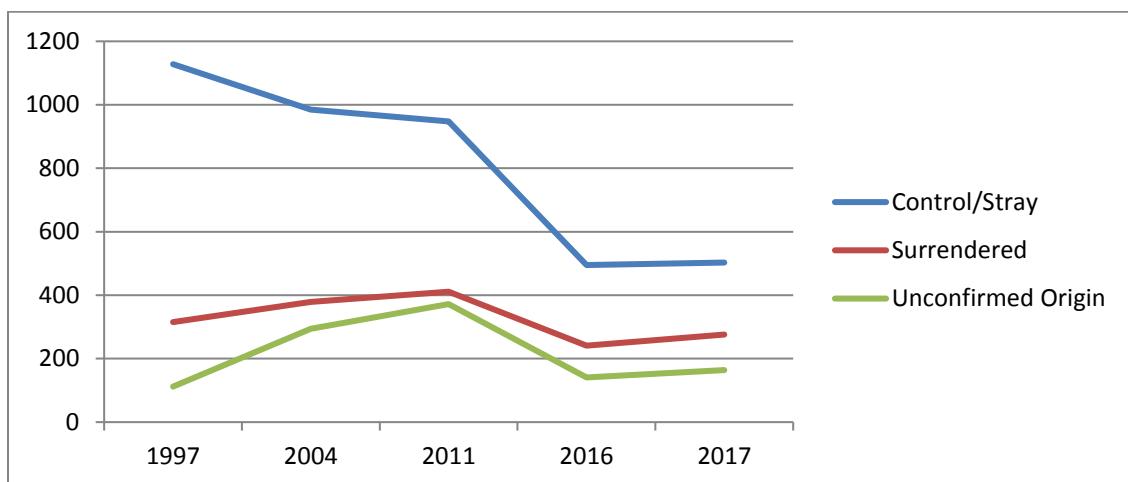
#### 6. Dogs Incoming



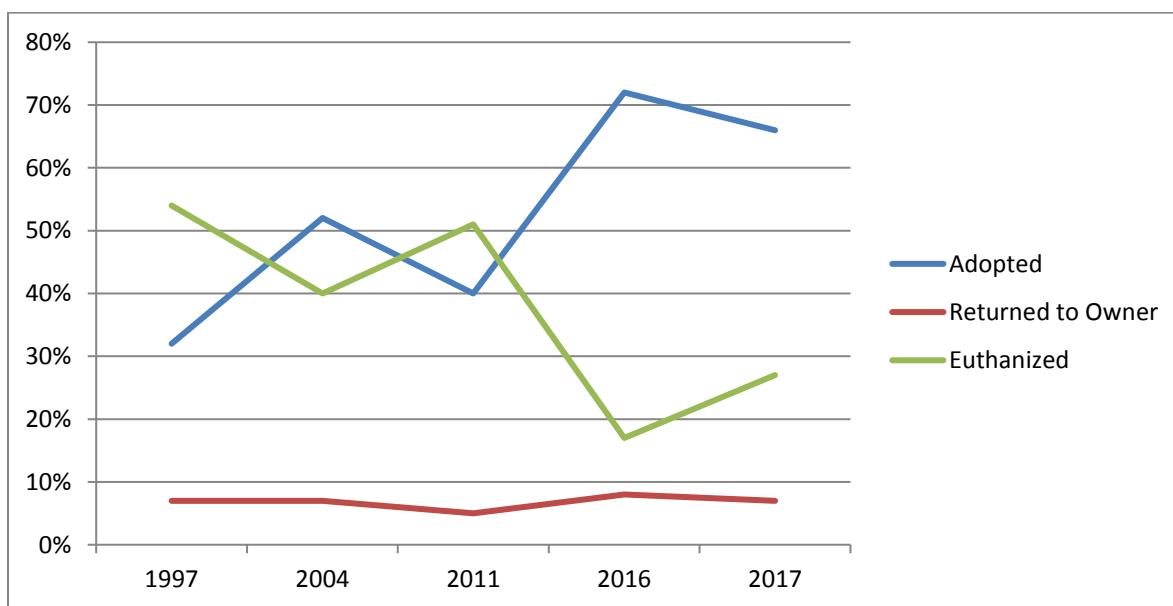
#### 7. Disposition of Dogs Incoming

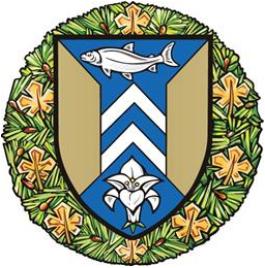


#### 8. Cats Incoming



#### 9. Disposition of Cats Incoming





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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Finance Department

**RE:** RFP – Mobile Parking Payment Solution

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#### PURPOSE

This report has been prepared for Council's information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of a Mobile Payment Parking Solution for the City of Sault Ste. Marie as a one (1) year pilot project, as required by the Parking Division of Community Development & Enterprise Services (CDES). Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### BACKGROUND

The Mobile Parking Payment Solution is intended to allow the public to pay for parking on City streets and in City parking lots from their mobile device.

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on the City's bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on July 27, 2018.

#### ANALYSIS

Proposals from eight (8) proponents were received prior to the closing date:

Budget Parking Inc., Etobicoke, ON  
Honk Mobile Inc., Toronto, ON  
LocoMobi Inc., Mississauga, ON  
J.J. MacKay Canada Limited, Scarborough, ON  
Passport Labs, Inc., Charlotte, NC  
PayByPhone Technologies Inc., Vancouver, BC  
Precise Park Link, Toronto, ON  
SEPP-Parking, Fort Lee, NJ

The proposals received have been evaluated by a committee comprised of the Director of Community Services – CDES, the Manager of Transit & Parking – CDES, and staff from the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Passport Labs, Inc. Passport's parking solution has been installed in over 2,000 locations including Toronto, Montreal, Westmont and Timmins.

Appendix A, as compiled by the Director of Community Services, containing further information concerning the proposed Mobile Payment Parking Solution is attached to this Report for Council's reference.

### **FINANCIAL IMPLICATIONS**

Users of the Mobile Parking Payment Solution will incur a transaction fee of \$0.15. This is typical of most solutions.

There will be a one-time cost of approximately \$4,600 for hardware (cell phones and printers) as well as ongoing costs of approximately \$3,600. These costs can be accommodated within the Parking Division's approved Operating Budget.

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

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports New Infrastructure, which is essential to the City's growth, economic development, citizen safety and quality of life.

### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and the recommendation that the proposal submitted by Passport Labs, Inc. for the provision of a one-year pilot project for a Mobile Parking Payment Solution, as required by the Parking Division-CDES, be approved. The contract will be for one-year allowing for up to four (4) further one-year extensions by mutual agreement. The By-law authorizing signature of the agreement with Passport Labs, Inc. will appear on a future Council Agenda.

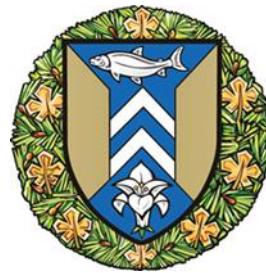
Respectfully submitted,



Tim Gowans, Manager of Purchasing

705.759.5298

[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



December 10, 2018

**Appendix A – Additional Information  
Mobile Payment Parking Solution**

**Re: Passport Labs, Inc.**

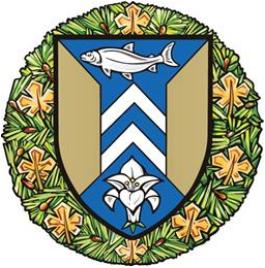
Passport's parking platform has been installed in over 2,000 locations and has learned a myriad of best practices to deliver the highest quality products to the likes of Toronto, Montreal, Westmont and Timmins. Passport has not only supported Canadian clients over the majority of the last decade, but it has helped many of these clients lead the charge in terms of product and service development.

Passport is backed by Bain Capital, who invested \$43 Million in a Series C funding round in December 2017. Passport will use this funding to dedicate a unique Business-to-Business (B2B) service model that aligns Passport's interests, products and service with each of its municipal clients' priorities and objectives.

Passport will provide services and license all software, including all web and mobile applications and related software necessary for Provider to operate a mobile payment for parking program which allows all parking customers in any parking premise the ability to pay for parking using a smartphone application or mobile web application.

The mobile payment functionality will accept standard credit cards utilizing the Passport App. <https://www.passportinc.com/>

A screenshot of the Passport mobile application and its associated dashboard. The mobile app interface shows a map with a location pin, a parking session summary for 5:35 pm, and a forecast for the next hour. The dashboard includes a header with the Passport logo and navigation links, followed by sections for Activity (Transaction Revenue: \$180,853.08, Number of Transactions: 40,572, Unique Users: 24,684), Parking Session (Today's Peak Hour: 7:00 - 7:59 PM), Session Activity (Active Sessions: 56), and Zone Activity (Total Sessions: 1,8).



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Finance Department

**RE:** RFP – Waste Wood Grinding – Municipal Landfill

---

#### **PURPOSE**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the Grinding of Waste Wood accumulated at the Municipal Landfill for the three (3) year period commencing January 1, 2019, as required by Public Works. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### **BACKGROUND**

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on November 2, 2018.

#### **ANALYSIS**

Proposals from two (2) proponents were received prior to the closing date:

And-Son Contracting & Gravel Enterprise Inc., Goulais River, ON  
Crisis Contracting Inc., Wasago, ON

The proposals received have been evaluated by a committee comprised of staff from the Landfill Division – Public Works & Engineering Services, and the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is And-Son Contracting & Gravel Enterprise Inc. And-Son Contracting presently provides this service to the City.

#### **FINANCIAL IMPLICATIONS**

The cost to provide the program varies based on the volume of waste wood deposited at the Landfill. And-Son Contracting has provided firm pricing schedules. Based on current volume, it is estimated that annual costs for the

program would be approximately \$92,300 which can be accommodated within the operating budget of the Landfill.

**STRATEGIC PLAN / POLICY IMPACT**

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

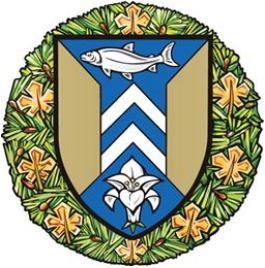
**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and the recommendation that the proposal submitted by And-Son Contracting & Gravel Enterprise Inc. for the Grinding of Waste Wood accumulated at the Landfill, as required by Public Works, be approved. The contract will commence January 1, 2019, and continue for a period of three (3) years allowing for two (2) further one-year extensions by mutual agreement.

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Finance Department

**RE:** RFP – Removal & Disposal of Collected Household Hazardous Waste (2018PWE-PWT-LF-03-P)

---

#### **PURPOSE**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Removal and Disposal of Collected Household Hazardous Waste for the City of Sault Ste. Marie for the twelve (12) month period commencing January 1, 2019, as required by the Landfill Division of Public Works. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### **BACKGROUND**

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on October 19, 2018.

#### **ANALYSIS**

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

Brendar Environmental Inc., Kingston, ON  
Drain-All Limited, Ottawa, ON  
Envirosystems, Hamilton, ON

The proposals received have been evaluated by a committee comprised of staff from Public Works – Public Works & Engineering Services and the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Drain-All Limited of Ottawa, ON. Drain-All Limited is the present provider of this service.

Removal & Disposal of Collected Household Hazardous Waste

2018 12 10

Page 2

**FINANCIAL IMPLICATIONS**

Funding for this service is provided from the Household Hazardous Waste Account of Public Works. A portion of the costs of removal and disposal of this waste is refundable through the Stewardship Ontario Program.

The cost to provide the program varies based upon the volume and type of waste collected, as well as, the service levels provided. Drain-All Ltd. has provided firm pricing schedules. Based upon current volumes and service levels, it is estimated that annual costs for the program would be approximately \$75,000 which can be accommodated within the approved budget for Household Hazardous Waste Purchase Services of \$90,830.

**STRATEGIC PLAN / POLICY IMPACT**

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

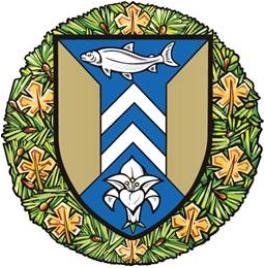
**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and the recommendation that the proposal submitted by Drain-All Limited for the provision of the Removal and Disposal of Collected Household Hazardous Waste for the City of Sault Ste. Marie, as required by Public Works, be approved. The contract will commence January 1, 2019 and continue for a period of twelve (12) months allowing for up to four (4) twelve-month extensions by mutual agreement.

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Finance Department

**RE:** Tender for New Tires & Tire Repairs (2018PWE-PWT-47T)

---

#### PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for the supply of New Tires & Tire Repairs as required by the various City Departments for the years 2019 and 2020. Staff is seeking Council approval of the tender recommendation.

#### BACKGROUND

The tender was publicly advertised and tender documents mailed to all firms on the City's bidders lists. A public opening of the tenders received was held November 6, 2018 with DCAO – Corporate Services & City Clerk in attendance.

#### ANALYSIS

Each tender has been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. A summary sheet has been prepared illustrating the weighted cost ratings, various pricing methods and discounts to assist in identifying the tender offering the lowest cost and greatest value. Based on this analysis the tender is recommended to be awarded to Fountain Tire as the lowest bid.

#### FINANCIAL IMPLICATIONS

Funding for Tires & Tire Repairs comes from various Departments Inventory & Maintenance accounts.

#### STRATEGIC PLAN / POLICY IMPACT

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

Tender for New Tires & Tire Repairs

2018 12 10

Page 2

**RECOMMENDATION**

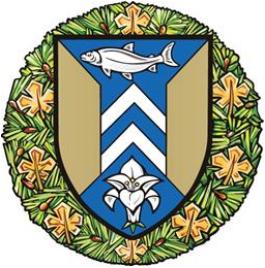
Resolved that the report of the Manager of Purchasing dated 2018 12 10 be received and the recommendation that the tender submitted by Fountain Tire to provide New Tires & Tire Repairs as required by various City Departments for the years 2019 and 2020, be approved.

Respectfully submitted,



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





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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Corporate Services

**RE:** 2019 Budget Schedule

---

#### **PURPOSE**

The purpose of this report is to provide Council an update on the 2019 Budget Schedule.

#### **BACKGROUND**

In non-election years, the annual Operating and Capital preliminary budgets for the following fiscal year are presented to Council at the last meeting in November, with Council deliberations and approval occurring the first week of December. In an election year these timelines are deferred due to the new Council being sworn in at the beginning of December.

#### **ANALYSIS**

The recommended budget schedule is attached. The preliminary operating and capital budgets will be presented at the January 14, 2019 regular Council meeting. Council deliberations and approval are scheduled for a special meeting on February 4, 2019 (and February 5, 2019 if required).

#### **FINANCIAL IMPLICATIONS**

There are no significant financial impacts of deferring the budget deliberations.

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

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

2019 12 10  
2019 Budget Schedule  
Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved the report of the Chief Financial Officer & Treasurer dated December 10, 2018 concerning the 2019 Budget Schedule be received as information.

Respectfully submitted,

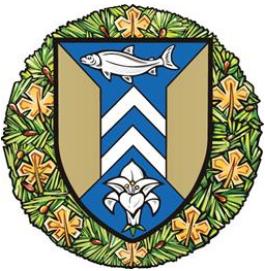


Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

## 2019 BUDGET SCHEDULE

**NOTE: 2018 IS ELECTION YEAR - DELIBERATIONS POSTPONED UNTIL NEW COUNCIL (JANUARY 2019)**

● O/S Agency presentations	January 28, 2019 (regular Council meeting)
● Preliminary Budget to Council (operating & capital)	January 14, 2019 (regular Council meeting)
User Fees approval	January 14, 2019 (regular Council meeting)
● Budget deliberation	February 4 & 5, 2019
Post Budget Approval	
● Tax Policy Analysis and Options	March, 2019
● Rate and Levy Setting, including capping options	April, 2019
Public Budget Input Session Russ Ramsay Room 4:30pm-5:30pm	16-Jan-19



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Corporate Services

**RE:** 2019 Borrowing By-laws

---

#### **PURPOSE**

Each year it is necessary to pass borrowing by-laws for current and capital purposes. Staff is seeking Council approval of the borrowing by-laws appearing elsewhere on the agenda.

#### **BACKGROUND**

Borrowing by-laws are required to provide access to financing for operational and capital purposes.

#### **ANALYSIS**

Short term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of Provincial grants. The recommended by-law provides for borrowing sums not to exceed \$10,000,000 to meet current expenditures.

Capital borrowing may be required for short and long term purposes for financing capital projects. The recommended by-law provides for borrowing of sums not to exceed \$15,000,000 for capital purposes for the City.

For 2018, the City had provided the Public Utilities Commission (PUC) with a borrowing capacity of \$6,200,000 for capital purposes relating to water infrastructure. The same borrowing capacity is to be continued in 2019. Currently, the PUC has not utilized any of the approved capital borrowings for 2018.

The limits are an approved credit line with the City's Banker that is reviewed annually.

**FINANCIAL IMPLICATIONS**

There are no financial implications unless sums are borrowed.

**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:

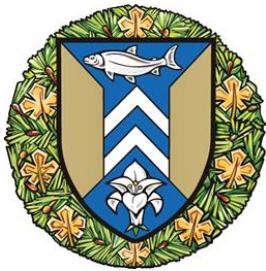
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 12 10 concerning by-laws for current and capital purposes be received as information. By-laws 2018-213 and 2018-214 appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Christine Pascall, CPA, CA Manager of Accounting & City Tax Collector

**DEPARTMENT:** Corporate Services

**RE:** Property Tax Appeals and Adjustments

---

#### **PURPOSE**

Staff is seeking Council approval of property tax appeals and property tax adjustments as required pursuant to Sections 354, 357 and 359 of the *Municipal Act*.

#### **BACKGROUND**

Listings of adjustments of realty taxes pursuant to Sections 354, 357 and 359 of the *Municipal Act* are 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 net decrease in revenue of \$13,250.24. 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:

2018 12 10 concerning Property Tax Appeals and Adjustments be received and the recommendation that the tax records be amended pursuant to Sections 354, 357 and 359 of the Municipal Act be approved.

Property Tax Appeals and Adjustments

2018 12 10

Page 2.

Respectfully submitted,



Christine Pascall, CPA, CA  
Manager of Accounting and City  
Tax Collector  
705.759.5276  
[c.pascall@cityssm.on.ca](mailto:c.pascall@cityssm.on.ca)

**RECOMMENDATION TO**  
**INCREASE OF TAXES**  
**RURAL TO URBAN**  
**PURSUANT TO SECTION 359(1) OF THE**  
**MUNICIPAL ACT R.S.O. 2001.**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**2018 REALTY TAXES**

**DATE:**

**12 10 2018**

ROLL NUMBER	PROPERTY ADDRESS	OWNER NAME	OWNER NAME	TAX CLASS	REASON	APPEAL NO.	TAX ADJUSTMENT
57 61 030 075 001 00	01023 THIRD LINE E	FOX RUN DEVELOPMENT (SAULT) INC		RT	F	18-058	(48.77)
57 61 030 075 001 84	00817 THIRD LINE E	POWELL DOUGLAS MITCHELL	BEST VICTORIA DIANE	RT	F	18-059	(169.84)
57 61 030 075 002 00	00003 MADISON AVE	MANINOS DIONISIOS	MANINOS PATRICIA	RT	F	18-060	(173.86)
57 61 030 075 002 01	00005 MADISON AVE	ROBB PETER		RT	F	18-061	(161.81)
57 61 030 075 002 02	00007 MADISON AVE	EDWARDS WINNIFRED LENORE		RT	F	18-062	(163.24)
57 61 030 075 002 03	00015 MADISON AVE	PELLA ERNESTO LINO	PELLA NANCY ANN	RT	F	18-063	(154.00)
57 61 030 075 002 06	00019 MADISON AVE	SAL-DAN DEVELOPMENTS LIMITED		RT	F	18-064	(49.63)
57 61 030 075 002 09	00027 MADISON AVE	FOX RUN DEVELOPMENT (SAULT) INC		RT	F	18-065	(49.92)
57 61 030 075 002 12	00108 FOXBOROUGH TRAIL	CONWAY HOWARD EDMUND		RT	F	18-066	(177.87)
57 61 030 075 002 15	00112 FOXBOROUGH TRAIL	WEISS DAVID JAMES	GIRARD ALEXANDRA DORIS MARIE	RT	F	18-067	(176.15)
57 61 030 075 002 18	00118 FOXBOROUGH TRAIL	MORETTIN LORRAINE		RT	F	18-068	(212.59)
57 61 030 075 002 21	00128 FOXBOROUGH TRAIL	BIRCH JAMES	BIRCH BRENDA CHERYL	RT	F	18-069	(218.04)
57 61 030 075 002 24	00136 FOXBOROUGH TRAIL	BARKLEY MARILYN DOREEN	BARKLEY DEREK KEITH	RT	F	18-070	(219.44)
57 61 030 075 002 27	00140 FOXBOROUGH TRAIL	BORRELLI FRANK	BORRELLI PALMINA	RT	F	18-071	(173.00)
57 61 030 075 002 29	00148 FOXBOROUGH TRAIL	HUCKSON WILLIAM	HUCKSON FRANCA	RT	F	18-072	(164.96)
57 61 030 075 002 30	00150 FOXBOROUGH TRAIL	NICOLETTA FRANCES		RT	F	18-073	(164.96)
57 61 030 075 002 32	00144 FOXBOROUGH TRAIL	DEROSA HUGO	DEROSA SUSAN	RT	F	18-074	(173.00)
57 61 030 075 002 33	00154 FOXBOROUGH TRAIL	FORBES LAURIE	HANKINSON ROBERT TYLER	RT	F	18-075	(159.51)
57 61 030 075 002 35	00158 FOXBOROUGH TRAIL	PALUMBO INVESTMENTS INC		RT	F	18-076	(159.51)
57 61 030 075 002 36	00159 FOXBOROUGH TRAIL	SAL-DAN DEVELOPMENTS LIMITED		RT	F	18-077	(46.76)
57 61 030 075 002 39	00151 FOXBOROUGH TRAIL	PAQUETTE GILLES LEO	PAQUETTE DENISE JOYAL	RT	F	18-078	(23.67)
57 61 030 075 002 42	00147 FOXBOROUGH TRAIL	KUKORAITIS LUCIANA-COMASTRI	KUKORAITIS MAURICE GEDVILE	RT	F	18-079	(169.55)
57 61 030 075 002 44	00145 FOXBOROUGH TRAIL	ORLANDO ESTELLE DENISE		RT	F	18-080	(178.16)
57 61 030 075 002 45	00141 FOXBOROUGH TRAIL	DISISTO DOMENICO	DISISTO BRENDA JEAN	RT	F	18-081	(170.99)
57 61 030 075 002 48	00133 FOXBOROUGH TRAIL	CAVALIERE JOHN		RT	F	18-082	(202.55)
57 61 030 075 002 51	00127 FOXBOROUGH TRAIL	PLASKETT WILFRED JOHN	PLASKETT BETTYANNE	RT	F	18-083	(26.11)
57 61 030 075 002 53	00114 FOXBOROUGH TRAIL	DIGULLA KERI-LYN		RT	F	18-084	(171.28)
57 61 030 075 002 54	00123 FOXBOROUGH TRAIL	GOOLD REGINALD	GOOLD MARYANN	RT	F	18-085	(199.39)

57 61 030 075 002 56	00121	FOXBOROUGH TRAIL	CLARK RINA		RT	F	18-086	(197.38)
57 61 030 075 002 57	00115	FOXBOROUGH TRAIL	SPOHN MICHAEL	BURTON SPOHN ROSEMARIE	RT	F	18-087	(40.27)
57 61 030 075 002 59	00120	FOXBOROUGH TRAIL	GROCHOLSKY JILLIAN MARY	MORACA GRAHAM ANDREW	RT	F	18-088	(192.51)
57 61 030 075 002 60	00111	FOXBOROUGH TRAIL	PINO AMANDA		RT	F	18-089	(168.98)
57 61 030 075 002 62	00139	FOXBOROUGH TRAIL	POULIN-ZURAWINSKI JANICE	ZURAWINSKI JONI LOUISE	RT	F	18-090	(152.05)
57 61 030 075 002 63	00105	FOXBOROUGH TRAIL	MACINTYRE RODNEY CECIL	MACINTYRE DIANE EDITH	RT	F	18-091	(224.07)
57 61 030 075 002 65	00103	FOXBOROUGH TRAIL	NEWMAN SUZANNE CAROLE		RT	F	18-092	(219.76)
57 61 030 075 002 66	00097	FOXBOROUGH TRAIL	CHOMNIAK JOHN MICHAEL	CHOMNIAK ROSE-ANN	RT	F	18-093	(175.29)
57 61 030 075 002 69	00087	FOXBOROUGH TRAIL	HALL DONALD GREGORY	HEWITT PAMELA MARLEEN	RT	F	18-094	(172.71)
57 61 030 075 002 71	00099	FOXBOROUGH TRAIL	LOO CHUNG KAR JENNIFER		RT	F	18-095	(176.15)
57 61 030 075 002 74	00134	FOXBOROUGH TRAIL	PALUMBO INVESTMENTS INC		RT	F	18-096	(187.06)
57 61 030 075 002 75	00132	FOXBOROUGH TRAIL	PALUMBO EMMA		RT	F	18-097	(227.22)
57 61 030 075 002 77	00085	FOXBOROUGH TRAIL	GUTIERREZ ALONSO JOSE	PALUMBO LISA MARIE	RT	F	18-098	(183.61)
57 61 030 075 002 78	00083	FOXBOROUGH TRAIL	DEVUONO MICHELE ANGELO	DEVUONO EVA PEIRINA	RT	F	18-099	(175.58)
57 61 030 075 002 79	00081	FOXBOROUGH TRAIL	CORNACCHI ROLAND ANTHONY	CORNACCHI JUDY GAIL	RT	F	18-100	(164.68)
57 61 030 075 002 80	00109	FOXBOROUGH TRAIL	DIDONATO ALBERT MICHAEL	DIDONATO MARGARET PEGGI JANE	RT	F	18-101	(148.67)
57 61 030 075 002 84	00117	FOXBOROUGH TRAIL	WHALEN GREGORY JOHN	WHALEN VITTORIA MARIE	RT	F	18-102	(40.27)
57 61 030 075 002 84~02	00117	FOXBOROUGH TRAIL	WHALEN GREGORY JOHN	WHALEN VITTORIA MARIE	RT	F	18-103	(127.88)
57 61 030 075 002 85	00163	FOXBOROUGH TRAIL	FOX RUN DEVELOPMENT (SAULT) INC		RT	F	18-104	(51.07)
57 61 030 075 002 87	00135	FOXBOROUGH TRAIL	SHAMESS FREDERICK ALBERT	SHAMESS MARY SUSAN	RT	F	18-105	(203.98)
57 61 030 075 002 89	00129	FOXBOROUGH TRAIL	GREGORY JOHN RANDALL	CAVALIERE ROSE	RT	F	18-106	(26.11)
57 61 030 075 002 90	00095	FOXBOROUGH TRAIL	MOORE ROBERT EDGAR	MOORE JOAN ISABEL	RT	F	18-107	(221.20)
57 61 030 075 002 92	00106	FOXBOROUGH TRAIL	MATHIEU RICHARD NOEL	MATHIEU RICHARD NOEL	RT	F	18-108	(171.56)
57 61 030 075 002 93	00104	FOXBOROUGH TRAIL	AYTON DAVID JAMES	AYTON MARIANNE ELIZABETH	RT	F	18-109	(191.93)
57 61 030 075 002 95	00126	FOXBOROUGH TRAIL	BOSTON WILLIAM	BOSTON LUCY ANTIOPPI	RT	F	18-110	(194.80)
57 61 030 075 002 98	00013	MADISON AVE	GUZZO CLAUDETTE BEATRICE		RT	F	18-111	(147.47)
57 61 030 075 002 99	00011	MADISON AVE	DESCHENES LISA JEAN		RT	F	18-112	(155.09)
57 61 030 075 003 82	00153	FOXBOROUGH TRAIL	AMADIO CAROL ROSE		RT	F	18-113	(23.67)

**REPORT TOTAL** **(8,519.62)**

(A)	Ceased to be liable to be taxed at rate it was taxed	(D)(ii)	Damaged by fire, demolition or otherwise (substantially unusable)		
(B)	Vacant or excess land	(E)	Mobile unit removed		
(C)	Became exempt	(F)	Gross or manifest clerical error		
(D) (i)	Razed by fire, demolition or otherwise	(G)	Repairs/Renovations preventing normal use (minimum of 3 months)		

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: 2018 12 10  
PAGE: 1 of 1

PROPERTY ADDRESS	PERSON ASSESSED		TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL	
<b>2017</b>									
020-028-050-00	00410 Pim Street	Canadian Motor Hotel Inc.	CT	G	17-066	2,203.17	-	2,203.17	
<b>2018</b>									
010-038-027-00	00121 McNeice Street	Brazeau Sylvain	Brazeau Amanda	RT	G	18-043	1,687.05	53.53	1,740.58
020-028-050-00	00410 Pim Street	Canadian Motor Hotel Inc		CT	G	18-044	3,703.77	-	3,703.77
020-038-149-00	00356 Albert Street East	Jones Sheila Mae		CT/RT	A	18-045	660.75	-	660.75
020-038-197-00	00186 Bruce Street	Longo Lucy Judy		CT/CX	B	18-046	823.81	80.91	904.72
030-035-059-00	00105 Allard St	Berto, Robert Ronald		CT	A	18-047	-	-	Confirmed
030-053-135-01	00285 Grand Boulevard	Coccimiglio Mario	Coccimiglio Flora	RT	D(i)	18-048	755.11	-	755.11
030-088-002-00	01343 Great Northern Road	G Morettin Investments Inc		RT	D(i)	18-049	459.24	-	459.24
030-095-009-00	00240 Old Trout Lake Road	Sault Ste Marie City		RT	A	18-050	382.97	33.76	416.73
040-022-023-00	00143 Gore Street	Sault Ste Marie City		CT/RT	A	18-051	1,593.34	136.40	1,729.74
040-027-033-00	00050 Wellington Street W	Bourck Gerald		RT	D(i)	18-052	124.52	-	124.52
040-027-034-00	00054 Wellington Street W	Troch Christopher	Smith Sheena L	CT	D(ii)	18-053	206.04	18.87	224.91
040-028-028-00	00206 Cathcart Street	Sault Ste Marie City		RT	A	18-054	619.79	50.54	670.33
050-007-022-00	00320 Gilles Street	Hanka Erik Andrew		RT	D(ii)	18-055	51.51	-	51.51
050-028-003-10	00009 Lidstone Street	Nelson Larry Michael	Nelson Susan C	RT	D(i)	18-056	344.97	-	344.97
060-085-099-00	00143 Pointe Louise Drive	Mancuso David		RT	D (ii)	18-057	2,472.88		2,472.88
						<b>REPORT TOTAL</b>	<b>16,088.92</b>	<b>374.01</b>	<b>16,462.93</b>

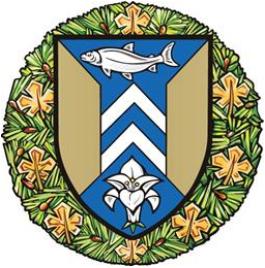
- (A) Ceased to be liable to be taxed at rate it was taxed
- (B) Vacant or excess land
- (C) Became exempt
- (D) (i) Razed by fire, demolition or otherwise
- (D)(ii) Damaged by fire, demolition or otherwise (substantially unusable)
- (E) Mobile unit removed
- (F) Gross or manifest clerical error
- (G) Repairs/Renovations preventing normal use (minimum of 3 months)

**RECOMMENDATION TO STRIKE  
 UNCOLLECTABLE TAXES OFF THE ROLL  
 PURSUANT TO SECTION 354(4) OF THE  
 MUNICIPAL ACT R.S.O. 2001.**

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

**DATE 10-Dec-18  
 PAGE 1 OF 1**

ROLL NUMBER	PROPERTY ADDRESS	REASON	TAX CLASS	CANCELLATION			INTEREST	TOTAL
				MUNICIPAL	EDUCATION	TAXES		
<b>2016</b>								
020-029-030-02	00000 Blake St	Property vested in favour of the City	RT	790.11	109.04	350.39	1,249.54	
<b>2017</b>								
020-029-030-02	00000 Blake St	Property vested in favour of the City	RT	963.02	123.96	250.80	1,337.78	
030-095-009-00	240 Old Trout Lake Rd	Property vested in favour of the City	RT	342.98	46.09	92.14	481.21	
040-022-023-00	143 Gore St	Property vested in favour of the City	CT/RT	1,120.20	350.74	183.90	1,654.84	
040-028-028-00	206 Cathcart St	Property vested in favour of the City	RT	420.67	54.15	108.74	583.56	
<b>Report Total</b>				<b>3,636.98</b>	<b>683.98</b>	<b>985.97</b>	<b>5,306.93</b>	



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Rachel Tyczinski, Deputy City Clerk

**DEPARTMENT:** Corporate Services

**RE:** Downtown Business Improvement Area Board of Management Appointments

---

#### PURPOSE

The purpose of this report is to request that City Council appoint members of the Downtown Business Improvement Area (Downtown Association).

#### BACKGROUND

The Downtown Business Improvement Area was established by by-law 76-419 in November 1976 and expanded by By-law 87-223 in 1987. A Council resolution dated 28 September 2015 set the composition of the Board of Management at nine members, including one member of City Council.

The *Municipal Act* provides that one or more directors of a Business Improvement Area be appointed by the municipality with the remaining directors selected by vote of the membership and appointed by the municipality.

#### ANALYSIS

In accordance with policy, nominations to the Downtown Business Improvement Area board of directors were invited between September 17 and October 15, 2018. Seven nominations were received. Council is being requested to appoint the seven nominees to the Board of Management.

The remaining two members (one of whom will be a City Councillor) will be appointed in January 2019 following the approved Appointments Policy.

#### FINANCIAL IMPLICATIONS

There is no financial impact to these appointments.

#### STRATEGIC PLAN / POLICY IMPACT

Vibrant downtown areas is a strategic direction under the focus area Quality of Life in the corporate Strategic Plan.

Downtown Business Improvement Area Board of Management Appointments

2018 12 10

Page 2.

**RECOMMENDATION**

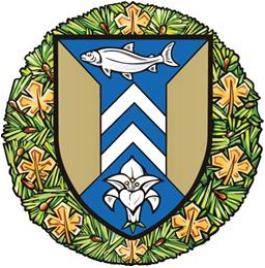
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2018 12 10 concerning Downtown Business Improvement Area Board of Management Appointments be received and that the following individuals be appointed to the Board of Management: Kristi Cistaro, Elizabeth Filice, Frank Gaccione, Neeta Marwah, Paul Mason, Angela Romano and Paul Scornaienchi for the period December 10, 2018 to November 14, 2022.

Respectfully submitted,



Rachel Tyczinski  
Deputy City Clerk  
705.759.5388  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)



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

### COUNCIL REPORT

December 10, 2018

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

**AUTHOR:** Malcolm White, Deputy CAO / City Clerk

**DEPARTMENT:** Corporate Services

**RE:** 2019 Special Olympics Funding Request

---

#### PURPOSE

The purpose of this report is to seek Council's approval for the recommendation arising from the 2018 12 06 meeting of the Conferences and Major Special Events Committee.

#### BACKGROUND

The committee reviewed the funding request (attached) from the 2019 Special Olympics Ontario Winter Games Committee in accordance with the established funding criteria.

#### ANALYSIS

The request was evaluated using the committee's funding assessment template and scored at a level corresponding to a maximum grant allocation of \$10,000. The committee passed the following resolution:

*Resolved that the Conferences and Major Special Events Committee recommend to City Council that the funding application for the 2019 Special Olympics Ontario Winter Games be approved at the maximum level of \$10,000.*

#### FINANCIAL IMPLICATIONS

The grant allocation of \$10,000 can be funded as a commitment from the Conferences and Major Special Events 2019 allocation.

#### STRATEGIC PLAN / POLICY IMPACT

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

#### RECOMMENDATION

It is therefore recommended that Council take the following action:

2019 Special Olympic Funding Request

2018 12 10

Page 2.

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services, on behalf of the Conferences and Major Special Events Committee, dated 2018 12 10 concerning 2019 Special Olympics Funding Request be received and the recommended grant allocation of \$10,000 be approved.

Respectfully submitted,



Malcolm White  
Deputy CAO / City Clerk  
Corporate Services  
Your position title  
705.759.5391  
[m.white@cityssm.on.ca](mailto:m.white@cityssm.on.ca)

**Conferences and Major Special Events Policy**  
**Application for Financial Assistance**

---

**Terms and Conditions**

The City may provide a portion of the financial assistance in advance of the event.

A holdback of funds may be required to pay for the purchase of services from the City of Sault Ste. Marie.

Funding from the City shall not be used for the purchase of alcoholic beverages.

If the event realizes a surplus, the City would expect a refund of their contribution equal to the surplus amount.

Please specify how the financial assistance will be used if approved.

*Funding from the City of Sault Ste. Marie will be used to pay rental fees for GFL Memorial Gardens on 31 Jan 2019 - 02 Feb 2019 as well as rental fees for the John Rhodes Centre on 01 & 02 Feb 2019. These fees are being assessed by Special Olympics Ontario for an event being hosted by the City of Sault Ste. Marie.*

List the names of the Executive or Organizing Committee:

Name: Shawn Bentin

Title: 2019 Games Manager

Signature: Shawn Bentin

Date: 24 July 2018

Name: Laura Mancarino

Title: 2019 Games Treasurer

Signature: Laura Mancarino

Date: 24 July 2018

Name: Shane Rock

Title: 2019 Marketing & Fundraising Coordinator

Signature: Shane Rock

Date: 24 July 2018

Name: Trishia Crema

Title: 2019 Games Vice Chair

Signature: Trishia Crema

Date: 24 July 2018

**FUNDING ASSESSMENT TEMPLATE - CONFERENCES AND MAJOR SPECIAL EVENTS REVIEW COMMITTEE****EVENT NAME:** 2019 Special Olympics Ontario Winter Games**EVENT DATE:** Jan 31- Feb 4 2019**CONTACT PERSON:** Cst. Shaun Beaulieu

<b><u>ACCOMODATIONS (max 25 points)</u></b>			
Visitor Days	3200	800 x 4	
Points	160	<b>Total</b>	25
<b><u>PARTICIPANTS (max 10 points)</u></b>			
Out of Town Participants	650		
Points	7	<b>Total</b>	7
<b><u>REACH OF EVENT (max 10 points)</u></b>			
Reach Level	Provincial		
Points	6	<b>Total</b>	6
<b><u>MEDIA EXPOSURE (max 10 points)</u></b>			
Reach Level	Provincial		
Points	6	<b>Total</b>	6
<b><u>EVENT HELD IN SSM BEFORE (max 6 points)</u></b>			
Yes or No?	No		
Points	6	<b>Total</b>	6
<b><u>FACILITIES REQUIRED (max 4 points)</u></b>			
Choose ->	City Operated		
Points	4	<b>Total</b>	4
<b><u>SEASON OF EVENT (max 10 points)</u></b>			
Choose ->	Jan-March		
Points	3	<b>Total</b>	3
<b><u>EVENT TYPE (max 5 points)</u></b>			
<i>Event Places SSM in context of innovations and leadership</i>			
Choose ->	No		
	0	<b>Total</b>	0
<i>Event delegates likely to have a high misc. spending beyond Conference</i>			
Choose ->	Yes		
	3	<b>Total</b>	3
<b><u>MAJOR EVENT (max 10 points)</u></b>			
Choose ->	Yes		
Points	10	<b>Total</b>	10

**TOTAL POINTS SCORED ON ASSESSMENT** 69.5



# STARS MEET

## JAN 31 - FEB 3, 2019

Conferences and Major Special Event Policy  
Supporting Documentation

EVENT: Special Olympics Ontario Winter Games 2019

**Date of Conference/Event**

January 31- February 3, 2019

**Conference/Event Budget** (see Appendix A)

**Publications, Programs, Press Articles and Other Documents** (see Appendix B)

**Size and Reach of Event- Provincial**

Each provincial and territorial Chapter of Special Olympics Canada hosts its own Games every two years, alternating between summer and winter. Athletes from across each province (in this case Ontario) and territory compete in various sports over the course of a week with the goal of achieving personal bests.

**No of Delegates and Visitor Days Involved**

The Special Olympics Ontario Winter Games 2019 will attract 500 athletes and coaches, plus additional family and friends to the community over 4 days in January/ February 2019. There are 6 sporting events including:

**6 Winter Sports**

Alpine Skiing  
Nordic Skiing  
Snowshoeing  
Speed Skating  
Figure Skating  
Curling

**Host Venue**

Searchmont Resort  
Searchmont Resort  
Searchmont Resort  
John Rhodes Community Centre  
John Rhodes Community Centre  
Community First Curling Club

Additionally, law enforcement officers will be in attendance to participate in the Torch Run and members of the Ontario Association of Chiefs of Police will be in attendance for the annual OACP conference.

All together including athletes, coaches, family members and law enforcement officers the anticipated visitor number will exceed 1000 people per day.

**No. of Out of Town Attendees**

The SOO2019 Winter Games is expected to attract over 400 athletes from out of town, plus families friends and coaches. The total number of attendees from out of town is expected to reach 1000+ visitors.

**Extent of Media Coverage - Provincial**

See Appendix B

**Area Facilities and Services Required**

A combination of City Operated and private operated facilities will be used for the 6 competing events. The Essar Centre will be the primary facility for full event gatherings such as meals and opening ceremonies. Ice surfaces at the John Rhodes A and B will be used to accommodate figure skating and speed skating. The outdoor events will be facilitated at Searchmont Resort including both alpine skiing and snowshoeing. The Community First Curling Club will house the curling events.

## Appendix B

**SAULT ONLINE**

HOME STORIES ▾ ONNTV THINGS TO DO ▾ ANNOUNCEMENTS ▾ COLUMNS ▾ JOBSHOP ▾

Home > Community

Community Sports

### Sault Special Olympics athletes gear up for 2019 games (15 Photos)

By Riley Smith - March 2, 2018

Share on Facebook Tweet on Twitter G+ p

Some athletes, parents, and Committee members at Searchmont this morning.

The Special Olympics Organizing Committee was out at Searchmont Resort this morning to shoot footage, before all the snow melts, of some of the Special Olympians who will be competing in snowshoeing and skiing.

I had the opportunity to speak with Constable Shaun Beaulieu, Games Manager for the 2019 Ontario Winter Games, which will be hosted in the Sault for the very first time.

**saultthisweek.com**

HOME NEWS SPORTS ENTERTAINMENT LIFE MONEY OPINION UR MARKETPLACE

HIGH SCHOOL SPORTS HOCKEY OTHER SPORTS

**SPORTS OTHER SPORTS**

### Staples steps up for Special Olympics in Sault

Special to Sault This Week  
Monday, April 23, 2018 11:20:56 EDT PM

Recommend 0 Tweet G+ Share AA+ Print Report an error

A special fundraiser for a very special cause is underway in Sault Ste. Marie.

A four-week fundraiser in support of the Special Olympics is going on at Staples stores across Canada, including Sault Ste. Marie.

The Share a Dream campaign raises funds to help deliver world-class sport programs to people with intellectual disabilities in communities throughout Canada.

A long-standing national partner of Special Olympics Canada, Staples has been helping the national charity spread its message of acceptance and inclusion throughout communities big and small for 22 years.

From now through until May 21, all in-store donations received at the Sault Ste. Marie Staples location will stay local in support of the Special Olympics Ontario 2019 Provincial Winter Games. The 2019 winter games will be held in Sault Ste. Marie, Jan. 31 – Feb. 3, 2019.

"The local support we receive in spreading the message of inclusion continues to grow. In 2019, we will be celebrating the 50th anniversary of the Special Olympics movement coming to Canada, right here in our city, surrounded by all of its natural beauty, historically known for being a great place to meet," said Const. Shaun Beaulieu of Sault Ste. Marie Police Service.

Beaulieu will serve as games manager for the event.

"As games manager, I look forward to welcoming the athletes of Special Olympics to our city as we celebrate their abilities, surrounded by their friends, families and supporters. In winter 2019, the stars will meet in Sault Ste. Marie," Beaulieu added.

saultstar.com

HOME NEWS SPORTS ENTERTAINMENT LIFE MONEY OPINION REAL ESTATE UR MARKETPLACE LOCAL PROVINCIAL CANADA WORLD

**NEWS LOCAL**

### Sault to host 2019 winter Special Olympics

By Elaine Delta-Matta, Sault Star  
Wednesday, May 3, 2017 3:02:30 EDT PM



**SAULT STE. MARIE**  
Winter Games 2019

## STARS MEET

The Stars Meet logo was designed to incorporate Sault Ste. Marie's historic meeting place, its natural beauty and the stars of the three Great Lakes meeting here.

Recommend 0 Tweet G+ Share AA+ Print

The City of Sault Ste. Marie has been successful in its bid to host the 2019 winter Ontario Special Olympics.

The three day event is expected to attract at least 500 athletes, their coaches and supports from across the province and inject more than \$1 million into the local economy.

The athletes will compete in six winter sports including Nordic skiing, alpine skiing, figure skating, speed skating, curling and snowshoeing.

The Essar Centre, Searchmont Ski Resort, Hiawatha, Community First Curling

SEARCHMONT RESORT

THE MOUNTAIN TICKETS & PASSES SNOW SCHOOL & RENTALS SPECIAL OFFERS NEWS & EVENTS ACCOMMODATIONS

**THE 2019 SPECIAL OLYMPICS ONTARIO PROVINCIAL WINTER GAMES IS COMING TO THE SOO!**

The 2019 Special Olympics Ontario Provincial Winter Games Is Coming To Our Community! Thanks to the Sault Ste. Marie Police Service and in partnership with Tourism Sault Ste. Marie, the 2019 Special Olympics will be held in Sault Ste. Marie.

The last time the Special Olympics were in our community was back in 2001 and we cannot wait for them to return in 2019. It will also be the 50th Anniversary of the Special Olympics in Canada, so there is lots to celebrate!

We are proud to be selected as one of the venues for the 2019 Special Olympics Ontario Provincial Winter Games.

We are excited for this amazing opportunity to bring athletes, families, friends, and the community together January 31st-February 3rd, 2019.

For more information click here: [The 2019 Special Olympics Ontario Provincial Winter Games Is Coming To The Soo!](#)



HOME NEWS SPORTS ENTERTAINMENT LIFE MONEY OPINION REAL ESTATE UR MAP

LOCAL PROVINCIAL CANADA WORLD

NEWS LOCAL

## Pass the bucket-for Special Olympics

By Sault Ste. Marie Star  
Tuesday, March 13, 2018 8:18:28 EDT AM



(File photo)

Members of local law enforcement agencies will be passing around the bucket at Wednesday's Soo Skymount game.

Recommend 0

Share

Report an error

They'll be accepting donations for Special Olympics as part of their fundraising for the special games.

The 2018 winter provincial games will be hosted locally in Sault Ste. Marie from Jan. 21-Februray 3.

Special Olympics is a charitable organization dedicated to promoting a more active and better quality of life for people who have an intellectual disability through their involvement of sport.

YMCAs SUMMER DAY CAMP SCHEDULE BOOK NOW!  
SOOTODAY.ca 21.0 °C forecast  
HOME LOCAL NATIONAL OBITUS CLASSIFIEDS FLYERS HOMES AUTO

HOME > LOCAL NEWS

## Countdown begins for athletes and Plungey the Polar Bear (3 photos)

Special Olympics Ontario 2019 Provincial Winter Games will be held in Sault Ste. Marie Jan. 31 to Feb. 3, 2019, Essar Centre speeches kick off one year countdown

48

shares

Jan 10, 2018 7:00 PM by Darren Taylor



A number of Special Olympians and law enforcement officials joined Sault Mayor Christian Provenzano at the Essar Centre Tuesday to commence the one year countdown for the Special Olympics Ontario 2019 Provincial Winter Games, which will be held in Sault Ste. Marie Jan. 31 to Feb. 3, 2019.

It is anticipated approximately 500 athletes and coaches will be visiting from all over Ontario, as well as Michigan athletes who wish to participate, along with their friends and families, for a total of about 1,000 people converging on the Sault for the Games.



HOME NEWS SPORTS ENTERTAINMENT LIFE MONEY OPINION REAL ESTATE UR MAP

LOCAL PROVINCIAL CANADA WORLD

NEWS LOCAL

## Sault bids for Special Olympics

By Brian Keyl, Sault Star  
Thursday, January 26, 2017 4:32:16 887 PM



Const. Shaun Beaules speaks with Sault Ste. Marie Police Service Board at Civic Centre on Thursday.

Recommend 0  
Share  
Report an error

Sault Ste. Marie Police Service sees a golden opportunity to host the 2019 Special Olympics Winter Games

City police will submit a bid on Friday to Special Olympics Ontario. It's not known how many other municipalities will vie to host the competition. Const. Shaun Beaules told reporters following a presentation to Sault Ste. Marie Police Services Board on Thursday.

Special Olympics marks 50 years in Ontario in 2019. If the bid, prepared with Tourism Sault Ste. Marie is successful,

an announcement will be made in the fall.

CITY NEWS NORTHERN ONTARIO

LIVE NOW: CTV News Channel

CTV Northern Ontario

NEWS ▾ VIDEO ▾ WEATHER ▾ COMMUNITY ▾ CONTESTS ABOUT ▾ LOCAL ▾

LATEST

Hit and run of Timmins cyclist

The fireworks component to Stars and Thunder

If you build it, they will come

Can you really have it all?

Local musicians wowing Timmins crowds

Countdown to Sudbury's Ribfest

## Sault Ste. Marie to host major winter event



### 2019 games coming to the Sault



Sault Ste. Marie will host the 2019 Special Olympics Ontario Winter Games. Jairus Patterson reports.

[f](#) 0 [t](#) 0 [G+](#) 0 [s](#) 0 [+](#) 0



Jairus Patterson, Videojournalist, Sault Ste. Marie  
@JairusCTV

Published Wednesday, May 3, 2017 4:06PM EDT  
Last Updated Wednesday, May 3, 2017 7:06PM EDT

SUDBURY WEATHER | [Change city](#)



20°C Scattered Clouds

### MOST READ



# 2019 Winter Games Sponsorship Opportunities



Special Olympics is dedicated to enriching  
the lives of individuals with an intellectual disability  
through active participation in sport



## MESSAGE FROM THE CHAIR

Dear Friends,

The Special Olympics Athlete Oath across the entire world is a mere fifteen words that we could all learn from: "Let me win. But if I cannot win, let me be brave in the attempt." The commitment of thousands of people from all walks of life to bring joy to the lives of many people with intellectual disabilities, young and old, through year-round involvement in sport brings a tear to my eye every time I see their poetry in motion. They do so much to promote respect, acceptance, inclusion, and human dignity for them.

The 2019 Provincial Winter Games is an opportunity for residents of Sault Ste. Marie to attend a Special Olympics Ontario opening ceremony and watch the athletes participate with all their hearts. The excitement, joy, nervous energy - and for some athletes, tears - are overwhelmingly infectious. It will change your life forever. There will be beaming parents in the crowd, so proud to see their sons and daughters capitalizing on years of commitment and dedicated training, and likely reflecting on how Special Olympics has been such a positive factor in their lives. I inevitably choke up when I see them clapping and cheering for their loved ones. It reminds me of my loving parents and the healthy impact they had on my brother Robbie's life by encouraging his participation in Special Olympics cross-country skiing.

Within this wonderful organization, there are over 10,000 volunteers including coaches, operational staff, board members at various levels, and fundraisers throughout the province including over 10,000 Law Enforcement Torch Run participants. The most important members of the movement: over 25,000 Special Olympics athletes themselves. It's all about them. They are my heroes.

Speaking to the athletes of Special Olympics, its founder Eunice Kennedy-Shriver was once quoted as stating, "You are the stars and the world is watching you. By your presence you send a message to every village, every city, every nation. A message of hope. A message of victory." This message of inclusion continues to grow today, and in 2018 we will be celebrating the 50th anniversary of this movement here in our city, historically known for being a great place to meet.

From January 31st to February 3rd, 2019, the "stars" meet in my beautiful home town of Sault Ste. Marie for the 2019 Provincial Winter Games. I hope to see you there!

Thank you in advance for your support.

Sincerely,

Chris D. Lewis  
(Ret.) Ontario Provincial Police Commissioner  
Honorary Games Chairman  
Special Olympics Ontario 2019 Provincial Winter Games



## GAMES OVERVIEW

January 31st to February 3rd, 2019

- Three day event attended by 500 athletes, coaches and mission staff from across Ontario
- Supported by 500 local volunteers
- Competition venues and athletes' villages located throughout the City of Sault Ste Marie
- Widespread marketing campaign to engage local and provincial sponsors
- Estimated economic boost of \$1 million for the City and surrounding area
- Special Olympics Ontario – Charitable # 11906 8435 RR0001

## GAMES PARTNER:

**Investment: \$25,000+**

Exclusive sponsorship of one of the following: VIP reception, family reception, volunteer program, athlete social events, Healthy Athletes Expo, sporting venues or Opening Ceremony.

- Recognition as an official partner of the Games
- Company logo featured in all paid advertising
- Logo scroll at Opening Ceremony
- Opportunity to participate in medal presentations
- Recognition for supporting 25 athletes – (Adopt An Athlete Program)
- 10 VIP Honoured Guest passes to receptions, ceremonies and events
- Half-page advertisement in official Games supplement
- Linked company logo on official Games website
- Signage at all sports venues
- Reserved seating at Opening Ceremony
- Use of the Games logo for communication purposes
- Commemorative plaque
- Corporate volunteering opportunity



## PLATINUM:

Investment: \$15,000

- Recognition as an official sponsor of the Games
- Logo scroll at Opening Ceremony
- Opportunity to participate in medal presentations
- Recognition for supporting 15 athletes (Adopt An Athlete Program)
- 6 VIP Honoured Guest passes to receptions, ceremonies and events
- Quarter-page advertisement in official Games supplement
- Linked company logo on official Games website
- Logo on sponsor board
- Reserved seating at Opening Ceremony
- Use of the Games logo for communication purposes
- Commemorative plaque
- Corporate volunteering opportunity

## GOLD:

Investment: \$10,000

- Recognition as an official sponsor of the Games
- Logo scroll at Opening Ceremony
- Opportunity to participate in medal presentations
- Recognition for supporting 10 athletes (Adopt An Athlete Program)
- 4 VIP Honoured Guest passes to receptions, ceremonies and events
- Eighth-page advertisement in official Games supplement
- Linked company logo on official Games website
- Logo on sponsor board
- Reserved seating at Opening Ceremony
- Use of the Games logo for communication purposes
- Commemorative plaque
- Corporate volunteering opportunity



## SILVER:

**Investment: \$5,000**

- Recognition as an official sponsor of the Games
- Logo recognition at Opening Ceremony
- Opportunity to participate in medal presentations
- Recognition for supporting 5 athletes (Adopt An Athlete Program)
- 2 VIP Honoured Guest passes to receptions, ceremonies and events
- Logo in official Games supplement
- Linked company logo on official Games website
- Name on sponsor board
- Use of the Games logo for communication purposes
- Commemorative plaque



## BRONZE:

Investment: \$2,500

- Recognition as an official sponsor of the Games
- Recognition for supporting 2 athletes (Adopt An Athlete Program)
- 2 VIP Honoured Guest passes to receptions, ceremonies and events
- Company name in official Games supplement
- Company name on official Games website
- Name on sponsor board
- Use of the Games logo for communication purposes
- Commemorative plaque



## ADOPT AN ATHLETE:

Investment: \$500

- Recognition for supporting 1 athlete
- Receive athlete's name and biography
- Name on official Games website
- Acknowledgement in official Games supplement
- Use of the Games logo for communication purposes
- Commemorative plaque (optional)

The Adopt an Athlete site will be coming soon. Stay tuned to: [www.SSM2019Games.com](http://www.SSM2019Games.com)



Sponsorship Benefits	Partner \$25,000	Platinum \$15,000	Gold \$10,000	Silver \$5,000	Bronze \$2,500	Adopt an Athlete \$500
Linked company logo on Games website	✓	✓	✓	✓	Name Only No Link	Name Only No Link
Commemorative 2019 Winter Games plaque	✓	✓	✓	✓	✓	✓
Recognition for supporting athletes (Adopt An Athlete Program)	25	15	10	5	2	1
VIP Honoured Guest Passes to events (VIP Reception, venues, Opening and Closing Ceremonies)	10	6	4	2	2	N/A
Company advertisement in Games program supplement	1/2 Page (+)	1/4 Page	1/8 Page	Logo	Name	N/A
Recognition as official partner/sponsor of the Games	Partner	Sponsor	Sponsor	Sponsor	Sponsor	N/A
Use of the 2019 Winter Games logo for communication purposes	✓	✓	✓	✓	✓	✓
Signage at all sports venues	✓	Logo on Sponsor Board	Logo on Sponsor Board	Name on Sponsor Board	Name on Sponsor Board	N/A
Company logo featured prominently in paid advertising for the Games	✓	N/A	N/A	N/A	N/A	N/A
Recognition at Opening Ceremonies on video walls	✓	✓	✓	✓	✓	N/A
Medal presentation opportunity	✓	✓	✓	N/A	N/A	N/A

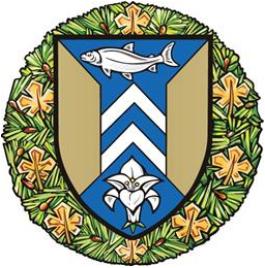


# To get involved contact:

Cst. Shaun Beaulieu  
Games Manager  
Special Olympics Ontario 2019 Winter Games  
1 Herrick St., Suite 200  
Sault Ste. Marie, ON P6A 2T5  
[starsmeet@ssm2019games.com](mailto:starsmeet@ssm2019games.com)  
Tel: 1-888-333-5515 ext. 291

[www.SSM2019Games.com](http://www.SSM2019Games.com)





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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Professional Aboriginal Testing Organization (PLATO) Inc. Economic Diversification Fund (EDF) Agreement

---

#### **PURPOSE**

The purpose of this report is to seek Council's approval to authorize staff to sign the agreement with PLATO Inc. outlining the City's EDF contribution to the project.

#### **BACKGROUND**

At the September 24<sup>th</sup>, 2018 Council meeting, Council approved a resolution to provide up to \$250,000 in EDF funds to PLATO Inc. to establish and build-out a new PLATO Testing office in Sault Ste. Marie. The Centre will train Indigenous persons to develop and deliver software application and system testing services and solutions to private and public sector clients in Sault Ste. Marie and across the globe.

The funding agreement sets out the activities and/or services eligible for funding, how the funds will be flowed, and the reporting requirements.

#### **ANALYSIS**

In the attached agreement the City will allocate funding to PLATO Inc. upon the receipt of claims for eligible and supported costs incurred as outlined in the agreement.

The relevant By-law 2018-219 appears elsewhere on the agenda.

#### **FINANCIAL IMPLICATIONS**

The agreement allots a maximum of \$250,000 out of the EDF for the project, \$125,000 from the 2018 fund and \$125,000 from the 2019 fund.

**STRATEGIC PLAN / POLICY IMPACT**

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships in the area of Maximize Economic Development & Investment and the Focus Area of Infrastructure in the area of Maintaining Existing Infrastructure and New Infrastructure.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2018 12 10 concerning the EDF contribution agreement with Professional Aboriginal Testing Organization Inc. be received and that Council authorize staff to sign the agreement.

"The relevant By-law 2018-219 appears elsewhere on the agenda and is recommended for approval."

Respectfully submitted,

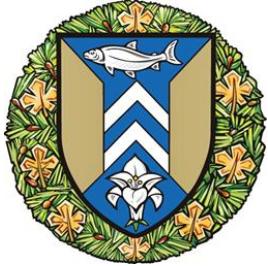


Tom Vair

Deputy CAO, Community Development & Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** The Rolling Picture Company Economic Development Fund Request

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#### PURPOSE

On July 16, 2018, City Council approved a new Economic Growth Community Improvement Plan which established a one-time grant program of up to \$100,000 for selected businesses including arts, culture and creative industries. The purpose of this report is to seek Council's approval for a request from the Rolling Picture Company (RPC) to fund the development of a post-production film studio in Sault Ste. Marie.

#### BACKGROUND

Since 2011, the Rolling Picture Company (RPC) has serviced film, television and advertising industries with a full post-production facility in Toronto, as well as, offices with extended data and post services in North Bay, Sudbury, Magnetawan and Sault Ste. Marie. Prior to founding RPC in 2012, Michael Forsey had spent a great deal of time working on various film and television projects in Northern Ontario. To date RPC have provided data management and post-production services for thirteen (13) feature films shot in Sault Ste. Marie since 2009.

In January 2018, RPC moved into the former National Film Board building located in the heart of downtown Toronto. RPC was able to nearly double its revenues in 2018 with the expansion to 8300 square feet and the conversion of the familiar 70 seat "John Spotten Theatre" into a colour grading and sound mix theatre.

With an established workflow between Toronto and the northern region, RPC has decided to continue its growth with the purchase of a building in downtown Sault Ste. Marie, where it proposes to construct a high-end post-production facility. Lower capital cost and ease of expandability of a facility outside of the Greater Toronto Area, was referenced as the competitive advantages that Sault Ste. Marie offers to RPC.

# The Rolling Picture Company EDF Request

2018 12 10

Page 2.

RPC will provide local post related services and support to productions shooting in Sault Ste. Marie but, more important to its long-term growth, RPC is planning to build a conduit to production and post-production service facilities in major urban centers, which will allow access to clients based in these areas. For the past year, RPC has been testing the feasibility of this business model by utilizing its Sault Ste. Marie operations and staff to provide services such as data management, dailies syncing, conforming and quality control. With high-bandwidth data service access and far lower cost of operations, Sault Ste. Marie offers a perfect environment to create and grow a post-production hub capable of servicing RPC's international clients remotely.

During the first year, RPC will train and build the core team through the provision of support work to the Toronto facility. This will allow RPC to fine-tune the service model before opening up to international clients in year two.

RPC expects to hire 4-8 core staff members in the first year. They anticipate this team to grow to 8 to 12 staff members in the second year and by year five they project having a team of 20 permanent staff members, all hired locally. RPC plans to secure staff from graduates of the Sault College Film program and other local professionals that have appropriate skills and experience.

## **ANALYSIS**

The expansion of The Rolling Picture Company to Sault Ste. Marie is a long-term sustainable venture that will not only help support the film and television industry in Sault Ste. Marie, but will benefit the Sault College Film Program through providing internships and jobs in post-production which will help to retain some of the students graduating from this program.

The undertaking of this venture will require significant financial assistance to support the restoration and industry specific upgrades to the building; such as acoustic soundproofing as well the building of a state of the art theatre space for mixing, but also the necessary equipment required to operate. Financing for the project will come from cash injection from RPC, as well a mortgage and leasehold loan for the property purchase. RPC will be utilizing an equipment leasing company to help get their start on the required equipment.

The contribution from the Economic Development Fund will have a significant impact in helping RPC expand. The funds will be utilized not only for building restoration to build the state of the art theatre space and other industry specific upgrades, but also for purchasing of equipment and other related start-up costs. The total project costs are estimated at \$970,000. On November 2<sup>nd</sup>, 2018 an application was received through the Economic Growth and Community Improvement Plan Grants for \$100,000 in EDF funds or 10.31% of project costs. An application has also been submitted to the Northern Ontario Heritage Fund.

The Rolling Picture Company EDF Request

2018 12 10

Page 3.

This project estimates job creation through the construction and development phase. The contribution of the EDF Fund will allow RPC to start work immediately on the preparation of the space, and allow for the company to meet their late spring deadline for being operational here in Sault Ste. Marie.

**FINANCIAL IMPLICATIONS**

RPC is requesting total funding of up to \$100,000 or 10.31% of total project costs from the EDF, which will be distributed on a claims basis.

Currently the Economic Development Fund for 2018 has \$217,000 uncommitted.

**STRATEGIC PLAN / POLICY IMPACT**

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life (Promote and Support Arts and Culture).

The expansion of The Rolling Picture Company to Sault Ste. Marie also aligns with the priorities of FutureSSM pillar for Cultural Vitality as well as Economic Growth & Diversity. The opportunity also fits with our strategic objective of attracting more filming and film industry to Sault Ste. Marie. We believe that by having local film infrastructure in place it will help to further Sault Ste. Marie's position as a premier destination for the film industry to do business in the North.

Furthermore, by having additional business establish a presence in the downtown it will assist with downtown revitalization goals and will increase the economic diversification of the community through the addition of a new industry that is not presently active in Sault Ste. Marie.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received as information and the request for funding in the amount of \$100,000 from the Economic Development Fund be approved.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & Enterprise Services  
705.759.5264  
t.vair@cityssm.on.ca

**Application Form for the  
Economic Growth Community Improvement Plan Grants**

**1. Please select one from the options below:**

- Grant Program 1 - Municipal Tax Increment Rebate  
 Grant Program 2 - One-Time Grant
- 

**2. Have you previously received a grant from the City of Sault Ste. Marie?**

*If yes, please specify which grant and the date of application.*

No

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**3. Have you applied or will you apply for any provincial, federal or non-profit grants?**

*If yes, please indicate the source and amount of funding received.*

Yes, NOHFC and OMDC. Do not have details yet.

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**4. Applicant:**

Name	The Rolling Picture Company	
Address	150 John Street	
Telephone	4164097678	Fax:
Email	george@rollingpictureco.com	

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Type of applicant:

- Land Developer       Prospective Tenant       Property Owner  
 Other:
- 

**5. Registered property owner:**

Name		
Address		
Telephone	Fax:	
Email		

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**6. Prospective tenant of the property:**

Business Name	The Rolling Picture Company
Contact's Name	George Levai
Address	150 John Street, Toronto
Telephone	416 409 7678
Fax:	
Email	george@rollingpictureco.com

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**7. Registered owner's signature:**

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**8. All mail should be directed to:**

- Applicant  
 Property Owner
- 

**9. Property information:**

## a. Civic Address of Property

498 Queen Street East

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## b. Legal Description

Sportable Fine Clothing LTD.

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## c. Assessment Roll Number

LT 140-15 PL 291 St. Mary's L/N and S/T as in T386670

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## d. Current Assessed Value of the Property

270,000

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## e. Current Property Taxes

13,200

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## f. Is the property in tax arrears?

- Yes  
 No

**10. Please provide a brief overview of the prospective business expected to lease the property (i.e. year established, change in ownership, description of clients/markets, etc.).**

Established in 2012, The Rolling Picture Company is a full service sound and picture post-production facility serving the film and television industry. We are expanding into Sault Ste. Marie in order to facilitate growth in non-client attended services that will allow access to an emerging international market.

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**11. Please describe how the proposal meets Criteria #1 in the Economic Growth Grant Program Guideline.**

Industry sectors:

- Arts, culture and creative industries
- Digital Economy

We plan to create a sustainable post-production hub which utilizes a high bandwidth internet connection to provide non-client attended services to clients in large urban markets such as Toronto and to grow these services to meet the demands of an emerging international marketplace.

**12. Please describe how the proposal meets Criteria #2 in the Economic Growth Grant Program Guideline.**

We plan to build a high-end post-production facility and data centre with a high-bandwidth pipeline.

This will require significant equipment and building as well as improvements related to data transfer capabilities.

Building/ leasehold construction value will be approximately \$250,000.00.

**13. Please describe how the proposal meets Criteria #3 in the Economic Growth Grant Program Guideline.**

During our start up phase, we will be employing and training a core team of 4 to 8 people. We are projecting a growth to over 30 employees by year 4, consisting of coordinators, sound and picture editors, online editors, conform and dailies technicians, transcribers and QC technicians.

In the first year we are estimating an annual gross revenue of \$250,000.

By our 3rd year, we are forecasting an annual gross revenue of \$1,500,000.

Virtually all of this revenue will come from clients outside of Sault Ste Marie.

**14. Project investment:**

PROJECTED EXPENSES	AMOUNT
Value of site preparation.	10,000
Value of construction of new facility/upgrade of existing facility.	280.000
Value of equipment to be purchased/installed.	420.000
Operational costs (i.e., salaries, administration, etc.).	190.000
<b>TOTAL</b>	900,000

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**15. Certification:**

All information provided is subject to the Municipal Freedom of Information Act and the Corporation of the City of Sault Ste. Marie's financial reporting duties.

The City cannot retroactively fund grant programs for work already completed and/or in progress.

I/We consent to the use of the applicant's name, address, and images in connection with any program funding announcements.

I/We hereby apply for a grant under the Sault Ste. Marie Downtown Development Initiative Program. I/We agree to abide by the terms and conditions of the Financial Incentive programs. I/We understand that the grant can be reduced or cancelled if the agreed work is not completed or if contractors/suppliers are not paid. I/We hereby certify that the information given herein is true, correct and complete in every respect and may be verified by the Corporation of the City of Sault Ste. Marie (the Corporation). If any information provided is or subsequently becomes untrue, incorrect and/or incomplete, the Corporation may immediately cancel the grant and full repayment of any money already advanced, with interest, shall become due and payable. Any failure on behalf of the Corporation to verify the information provided is not a waiver of the Corporation's rights. I/We are not involved in any action of proceeding involving claim for damage with the Corporation.

I/We agree to the general eligibility requirement should I/We be successful in receiving a financial incentive grant.

Signature of Owner or Applicant:

Gyorgy Levai

Date:

October 30th. 2018

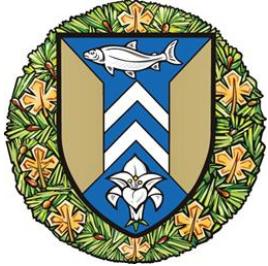
Signature of Owner or Applicant:

Mike Forsey

Date:

**Submit application to:**

Don McConnell, MCIP, RPP  
Director of Planning and Enterprise Services  
City of Sault Ste. Marie Planning Division  
99 Foster Drive, 5th floor  
Sault Ste. Marie, ON Canada P6A 5X6  
705-759-5375  
[d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Sam Piraino, Manager of Transit & Parking

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Municipal Law Enforcement Officers

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#### **PURPOSE**

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers, and to update By-law 93-165 which appoints municipal by-law enforcement officers.

#### **BACKGROUND**

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time. By-law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

There is no budgetary impact.

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

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

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-230 appears elsewhere on the Agenda and is recommended for approval.

By-law 2018-216 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Sam Piraino  
Manager of Transit and Parking  
705.759.5848  
[s.piraino@cityssm.on.ca](mailto:s.piraino@cityssm.on.ca)

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



**Community Development and  
Enterprise Services**  
**Sam Piraino**  
Manager of  
Transit & Parking

2018 11 29

Melanie Borowicz-Sibenik, City Solicitor  
Legal Department  
Civic Centre

**RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS**

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

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

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

<b>NO.</b>	<b>NAME</b>	<b>EMPLOYER</b>	<b>PROP. LOCATION</b>
739	Gowan, Maicie	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health/Algoma Public Health
740	Verma, Abhishek	Northeast Security	Sault College, Algoma University, Tenaris Algoma Tubes, Essar Centre, Group Health/Algoma Public Health

And that the following be deleted:

<b>NO.</b>	<b>NAME</b>	<b>EMPLOYER</b>	<b>PROP. LOCATION</b>
699	Quarell, Robert	Skyline Properties	621 MacDonald Avenue

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

Thank you.

Yours truly,

A handwritten signature in blue ink, appearing to read "Sam Piraino".

<b>BADGE SPECIAL CONSTABLE</b>	<b>EMPLOYER</b>	<b>PROPERTY LOCATION</b>
<b>SCHEDULE "A"</b>		
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151 PARR,DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPCRTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
153 TASONE,VITO	TASONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196 MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241 COGHLIN,ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPCRTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
253 TRAVSON,TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/CE SPCRTS COMPLEX
267 CORBIERE,JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPCRTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
276 SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321 LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344 HARPE,KEN	HOLIDAY INN	320 BAY ST.
346 HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366 TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370 HANSEN,LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST
372 BENOIT,ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST.
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391 MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410 POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411 MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
420 FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435 TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
441 WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
442 MACCLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
443 MARCIL,MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
446 HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459 SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460 BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463 MORIN,ALEX	CORPS. OF COMM.	
464 DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465 DELAVALLE,DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484 MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486 LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD.
487 ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD.
488 LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD.
489 MCQUEEN,WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490 LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD.
493 BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516 GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517 ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523 MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
526 JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537 GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541 DIMMA,WMILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547 LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548 CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
556 ARCAN,SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565 LISCUMB,GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
566 SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568 PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574 BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587 GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599 BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601 HART,JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES//26 QUEEN ST
602 GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603 LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607 FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608 ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609 ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611 MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
617 SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619 BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B McNabb/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622 PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
623 AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624 MIHAILIU,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
626 CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627 BAKER,WMILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632 SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633 HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/CE SPCRTS COMPLEX
634 TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637 TOMASONE,LUCI	LOUIS AUTOMOTIVE	317 ALBERT ST E

638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SFCRTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJS MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJS MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONO NORPRO SECURITY		DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
728	BRANDOW, TRACY	NORTH 44 PROPERTY MGM	844 QUEEN ST E/ 524-536A GOULAS AVE
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
736	BLAIR, BRENT	PROPERTY ONE	421 Bay St
737	MARTONE, DONATO	PROPERTY ONE	421 Bay St
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVIC	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH

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



**Community Development and  
Enterprise Services**  
**Sam Piraino**  
Manager of  
Transit & Parking

2018 11 19

Melanie Borowicz-Sebenik, City Solicitor  
Legal Department  
Civic Centre

**RE: MUNICIPAL BY-LAW ENFORCEMENT OFFICERS**

Please amend Schedule "A" to by-law 93-165, being a by-law to appoint Municipal By-Law Enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

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

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

<b>NO.</b>	<b>NAME</b>	<b>EMPLOYER</b>	<b>PROP. LOCATION</b>
106	Louttit, Nathaniel	Corps. Of Commissionaires	Downtown Parking

And that the following be deleted:

<b>NO.</b>	<b>NAME</b>	<b>EMPLOYER</b>	<b>PROP. LOCATION</b>
72	Jolicoeur, Frank	Corps. Of Commissionaires	Downtown Parking

Would you please amend By-law 93-165 with the new attached Schedule "A."

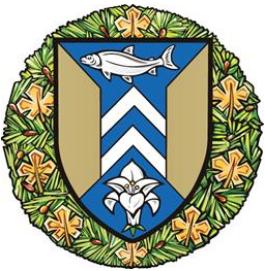
Thank you.

Yours truly,

Sam Piraino  
Manager of Transit and Parking

## **SCHEDULE "A"**

<b>Sam Piraino</b>	<b>3</b>
<b>David Etchells</b>	<b>51</b>
<b>Alan Smith</b>	<b>81</b>
<b>Dave Devoe</b>	<b>84</b>
<b>Edward Pigeau</b>	<b>89</b>
<b>George Robinson</b>	<b>94</b>
<b>Bill Long</b>	<b>96</b>
<b>Edmund Badu</b>	<b>100</b>
<b>Jason Levesque</b>	<b>101</b>
<b>Sylvia Hendriks</b>	<b>102</b>
<b>Timothy Lanthier</b>	<b>103</b>
<b>Brian Ford</b>	<b>104</b>
<b>David Hopkinson</b>	<b>105</b>
<b>Nathaniel Louttit</b>	<b>106</b>



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Skating Trails – Allocation of Funds

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#### **PURPOSE**

The purpose of this report is to request Council approval to reallocate twenty thousand \$20,000 from the Conference and Special Events 2018 budget allocation to be used for the development of the Skating Trails located at Clergue Park for the 2018/2019 season.

#### **BACKGROUND**

On December 11, 2017 City Council resolution directing staff to explore opportunities for the development of a skating trail or other recreational activities within the City.

At the January 9, 2018 meeting of Parks and Recreation Advisory Committee the resolution was reviewed and the Committee formed a sub-committee to explore the opportunities for the development of a skating trail or other recreational activities. An inventory of outdoor winter activities offered in the community and surrounding area was created. Communities that have skating trails were surveyed to gather data and develop a determination of their skating trail sizes, support amenities, operational costs, funding support, usage and overall maintenance process and requirements.

On September 10, 2018 the Skating Trails Sub-committee and the Parks and Recreation Advisory Committee met on September 11, 2018 to review the project. The Committee proposed a pilot skating trail of approximately 750m in length be installed for the 2019/2020 season at Clergue and the John Rowswell Park and further that the projected cost of \$36,300 per year for operation of the skating trail be referred to the 2019 budget process. Further that City staff and the Sub-Committee explore opportunities for partnerships.

On September 24, 2018 City Council approved the report.

## Skating Trails – Allocation of Funds

2018 12 10

Page 2.

Staff have been working to find potential sources of funding as well as securing community support for the project.

### **ANALYSIS**

Funding of \$36,300 is required for the development, maintenance and equipment costs per season of the skating trail. This funding does not exist within existing operating or capital budgets. Therefore, a request is being referred to the 2019 budget for a 2019/2020 operating season.

Due to timing of the 2019 budget approval process additional funding would need to be secured to begin the development of the skating trails in 2018. City Staff and the Parks and Recreation Advisory Committee received approval to explore opportunities for partnerships to assist with the development costs which would allow the skating trail to be developed for the 2018/2019 season.

Christie's RV has generously donated the rental of a 10' x 32' trailer which would be used for changing skates and a warming area valued at \$3000.00 for the 2018/2019 season.

Further, city staff has identified funding that can be transferred from Conference and Special Events budget which is comprised of funding available to support conferences and events. There is a balance remaining of \$20,000.00 which could be allocated to this project.

### **FINANCIAL IMPLICATIONS**

Finance has reviewed the 2018 annual budget for available funds to support a project trial of the skating trail this year. The Conference and Special Events annual budget that is not committed is transferred to a reserve each year. This reserve is capped at \$20,000 as per the Reserve and Reserve Fund Policy. The reserve cap will be exceeded at the end of 2018 with the uncommitted budget for this year, thus the 2018 Conference and Special Events budget will become part of the general corporate surplus. City staff is requesting that Council consider redirecting the 2018 Conference and Special Events budget of \$20,000 towards the skating trail project trial for this winter season. If approved, the Conference and Special Events reserve will be \$15,000, as there is a \$5,000 commitment for the Community Heritage Ontario Conference from 2018. In 2019 the \$20,000 annual budget will be available once again, leaving \$35,000 available for the original purpose of the funds in 2019.

Funding in the total amount of \$36,300 annually is estimated for the development, maintenance and equipment costs per season for the skating trail. This funding does not exist within the existing operating budgets and has been referred to the 2019 budget deliberations for the 2019/2020 season.

**STRATEGIC PLAN / POLICY IMPACT**

Focus Area – Quality of Life

**RECOMMENDATION**

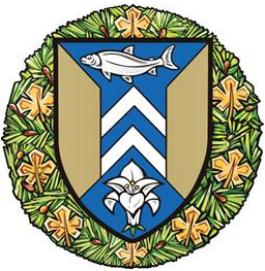
It is therefore recommended that Council take the following action:

“That the report of the Manager of Recreation and Culture dated 2018 12 10 concerning Skating Trails – Allocation of Funds be receive and that Council approve staff’s request to redirect the 2018 Conference and Special Events budget in the amount of \$20,000 towards a skating trail project trial for the 2018/19 winter season be approved.”

Respectfully submitted,



Virginia McLeod  
Manager Recreation & Culture  
705.759.5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@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

Dec 10, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Donation - Rotary Club of Sault Ste. Marie

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#### PURPOSE

The purpose of this report is to seek Council's approval to enter into an agreement with The Rotary Club of Sault Ste. Marie for their generous donation of fourteen thousand three hundred and fifty-one (\$14,351) dollars towards the purchase of trees to be installed along Carmen's Way.

#### BACKGROUND

The Rotary Club of Sault Ste. Marie (The Club) provided a total contribution of \$14,351, which included \$6,000 Rotary received from TD Friends of the Environment Foundation.

Rotary members worked closely with municipal staff to develop the project plan, determine tree species and select the location.

#### ANALYSIS

The tree planting initiative allowed for 75 trees native to Ontario planted along Carmen's way to improve the community's environmental footprint.

A commemorative bench and plaque will be installed along Carmen's Way recognizing The Rotary Club of Sault Ste. Marie's support of the project.

Staff's recommendation is that Council authorize the City to enter into an agreement with The Rotary Club of Sault Ste. Marie which outlines both entities responsibilities.

#### FINANCIAL IMPLICATIONS

Council previously approved at its meeting of June 25, 2018, the Parks Division support of this project which was accommodated within the existing Parks Division operating budget. The Rotary Club of Sault Ste. Marie's contribution is \$14,351 in funding which was used to purchase the trees.

Donation - Rotary Club of Sault Ste. Marie  
2018 12 10  
Page 2.

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

This project supports the Focus Area: Quality of Life and Community Development and Partnerships.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated 2018 12 10 concerning the generous donation by the Rotary Club of Sault Ste. Marie in the amount of \$14,351 for the purchase of trees planted along Carmen's Way. Staff recommends that Council accept the donation and authorize staff to enter into an agreement which outline both entities responsibilities be approved.

"The relevant By-law 2018-222 appears elsewhere on the agenda and is recommended for approval."

Respectfully submitted,



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

## **DONATION AGREEMENT**

This Donation Agreement made this 10<sup>th</sup> day of December 2018

**BETWEEN:**

**THE ROTARY CLUB OF SAULT STE. MARIE**

(hereinafter referred to as the "The Club")

- and -

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

(hereinafter referred to as the "City")

**WHEREAS** the City is the registered owner of lands in the City of Sault Ste. Marie known as Carmen's Way located between Cathcart Street and John Street, Sault Ste. Marie, ON hereinafter referred to as "Carmen's Way";

**AND WHEREAS** the City is planting trees along the City owned boulevard of Carmen's Way;

**AND WHEREAS** The Club has agreed to assist the City in the acquisition of trees by donating funds to the City for that purpose.

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

**1. DONATION**

The Club agrees to donate funds in the amount of Fourteen Thousand Three Hundred and Fifty-One Dollars (\$14,351.00) to the City for the exclusive purpose of purchasing trees to be planted along Carmen's Way.

The City acknowledges having received the said funds as referred in Section 1 of this agreement from The Club and will purchase the trees with said funds.

**2. USE OF DONATION FUNDS**

The City covenants and agrees that the donation of funds provided to it by The Club shall be used solely towards the cost of purchasing trees along Carmen's Way and for no other purpose.

**3. PLANTING AND MAINTENANCE**

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

The City shall indemnify and save harmless The Club from any action arising out of the planting, location and maintenance of the trees.

The parties hereto acknowledge and agree that if at any point in the future the trees become unfit, oversized, hazardous, appear to be, or are dead, the City may remove and/or replace the tree, or trees, at its sole discretion and expense.

#### **4. APPRECIATION**

The City agrees to purchase, install and maintain a commemorative bench and plaque along Carmen's Way of which word composition on said plaque is to include the name of the donor organization, being "The Rotary Club of Sault Ste. Marie" and acknowledge the generous donation.

#### **5. DEFAULT**

- (1) In the event that the City breaches any provision of this Donation Agreement, The Club shall notify the City in writing of the nature of said breach, and the City shall be given thirty (30) days to remedy the violation. If the City has not remedied the violation to the satisfaction of The Club at the expiration of thirty (30) days from such notification, The Club may:
- (a) Waive the breach;
  - (b) Make any other mutually agreeable arrangement with the City; or
  - (c) Terminate this Donation Agreement and provide the City with written notice of same.

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals this 10<sup>th</sup> day of December 2018.

**THE ROTARY CLUB OF SAULT STE. MARIE**

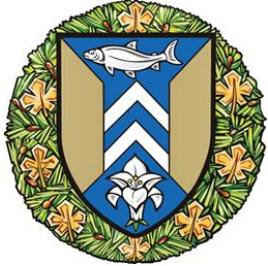
Per: \_\_\_\_\_  
PRESIDENT – ROBERT CARRICATO

Per: \_\_\_\_\_  
TREASURER – SUZANNE PRIDDLE-LUCK

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

Per: \_\_\_\_\_  
MAYOR – CHRISTIAN PROVENZANO

Per: \_\_\_\_\_  
CITY CLERK – MALCOLM WHITE



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Community Services Department

**RE:** Designated Heritage Property Tax Rebates

---

#### PURPOSE

To provide Council with a summary of, and to seek Council's approval for, the tax rebates being recommended for the 2017 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

#### BACKGROUND

The Ontario Government, under the Municipal Act, allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community. Bylaw 2005-186 outlines the guidelines for those enrolled in the program.

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Sault Ste. Marie Heritage Property Tax Rebate Program recognize these costs, and are seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. Currently there are 17 owners of 18 heritage properties enrolled in the program. There are a total of 38 heritage sites in the city of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act, and 6 registered sites of cultural heritage value under section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner which is then registered on the property title.

#### ANALYSIS

Owners enrolled in the Heritage Property Tax Rebate Program must complete an annual application for the rebate and indicate what work they plan to do to

Designated Heritage Property Tax Rebates

2018 12 10

Page 2.

maintain their heritage property. Property inspections are conducted annually by members of the Sault Ste. Marie Municipal Heritage Committee and a City Building Inspector to ensure that adequate ongoing maintenance is occurring and that owners are following their maintenance plans. Recommendations for owners to receive the tax rebate are made based upon current and previous inspections and the owners maintenance record.

Applications for the 2017 tax rebates have been received from 17 owners for 18 designated heritage properties in the City.

The following properties and owners qualify for the Heritage Property Tax Rebate for the 2017 tax year.

1. **875 Queen Street – Forest Insect Laboratory** - Owned by 1022291 Ontario Ltd.
2. **69 Church Street – Air Service Hanger** – Owned by 1022291 Ontario Ltd.
3. **10 Kensington Terrace, Unit #1- Upton House** – Owned by Dawn MacPhee
4. **10 Kensington Terrace, Unit #2 – Upton House** – Owned by Dennis and Nancy Cavanaugh
5. **10 Kensington Terrace, Unit #3- Upton House** – Owned by John and Anne Kasch
6. **193 Pim Street – Wellington Square Townhouses** – Owned by Mark Coleman
7. **189 Pim Street – Wellington Square Townhouses** – Owned by Jacques Potvin and Joanne Zeppa
8. **191 Pim Street – Wellington Square Townhouses** – Owned by Greg and Patricia Vaughan
9. **115 Upton Road – 1902 Family Residence** – Owned by Dr. T. Best and Dr. M. Leahy
10. **242 - 246 Queen Street East – Hussey Block** – Owned by W. M. Watts Investments Limited
11. **864 Queen St. East – Algonquin Hotel** – Owned by Martin Fiser
12. **1035 Queen St. East** – Owned by Randy & Karen Marinich
13. **358 – 356 Queen Street – Barnes/ Fawcett Block** – Owned by Frank Filice.
14. **143 McGregor Avenue – McLeod Family Residence** – Owned by Jacob and Sarah St. Amour
15. **1164 Queen St. East** – Owned by Kristen Trembinski
16. **36 Herrick Street** – Owned by Jared MacKinnon & Marisha Caswell for 2017 Tax year
17. **780 Wellington** – Owned by Laurence Guerriero
18. **83 Huron Street – Machine Shop** – Owned by 11880004 Ontario Ltd.

## Designated Heritage Property Tax Rebates

2018 12 10

Page 3.

The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their November 7, 2018 meeting:

Moved by: J. Piskiewicz

Seconded by: H. Robbins

"Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse the 2018 property inspection report for those designated heritage properties enrolled in the Designated Heritage Property Tax Rebate Program and that an inspection report and letters be sent to the property owners outlining the recommendations. Based on the results of the property inspections the Municipal Heritage Committee, recommends to City Council that the Designated Heritage Property Tax Rebate be paid to all owners enrolled and further that a report be sent to City Council to approve the rebates for the 2017 tax year."

**CARRIED**

### **FINANCIAL IMPLICATIONS**

The amount of the rebate varies annually depending on the number of applicants. The rebate for the 2017 tax year is \$92,823.50 of which the municipal portion is \$70,847.22 and the education portion \$21,976.28. This is pending Council's approval and final calculations by the Finance Department.

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

Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health.

### **RECOMMENDATION**

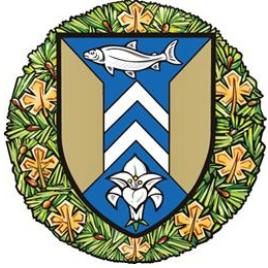
It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2018 12 10 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2017 tax year be paid to the qualified owners of designated heritage properties enrolled in the program, be approved."

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Catherine Taddo, P. Eng.  
Land Development and Environmental Engineer

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Supervisory Control and Data Acquisition

---

#### PURPOSE

The purpose of the report is to request by-law approval for an Agreement related to engineering services for Supervisory Control and Data Acquisition (SCADA) architecture upgrades, and to obtain Council approval to issue a Request for Proposal to contractors for the upgrades.

#### BACKGROUND

The existing SCADA architecture and network requires replacement and upgrade. The architecture hardware upgrade is proposed as the first phase, whereas, the network components, potential alarm modifications, and fibre upgrades will be addressed in future phases.

#### ANALYSIS

Since the SCADA system was originally implemented, technologies have evolved. An analysis including the following options was completed by AECOM in coordination with the City Engineering Department, and City Information Technology Staff:

1. One-to-one replacement;
2. SCADA servers with thin clients;
3. Industrial data centre solution by Rockwell, and;
4. SCADA technology management solution by PUC.

In addition to the above noted hardware considerations, the review also included consideration of maintenance support, panel modifications, licensing and support, and related works. The recommendations include proceeding with either option 2 or option 4. Option 2 is recommended based on a cost/benefit analysis.

Continuation of engineering services is required for preparation of a Request for Proposal for the proposed upgrades. The proposed fees of \$29,800 and single sourcing for these engineering services are within the staff approval level as authorized in the Purchasing By-law. AECOM is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw namely standardization of services, and purchase in the best interest of the City.

### **FINANCIAL IMPLICATIONS**

Preliminary estimates indicate that the SCADA architecture upgrades, including engineering, can be accommodated within the remaining 2018 budget allowance of approximately \$760,000. Additional funds are proposed in the 2019 budget for SCADA work. Costs will be further delineated as the project proceeds. An award recommendation for the upgrades will be brought to Council at a future meeting, in addition to an Engineering Agreement for the implementation phase.

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

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2018 12 10 concerning the Supervisory Control and Data Acquisition architecture upgrades be received and a Request for Proposal be approved.

The relevant By-law 2018-227 for the Engineering Agreement is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

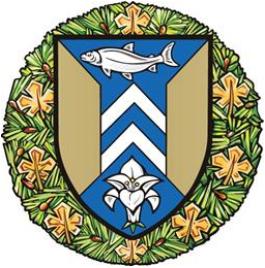
*C. Taddo*

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759-5380

[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Catherine Taddo, P. Eng.

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Sewage Infrastructure Electrical Upgrades

---

#### PURPOSE

The purpose of this report is to request approval to retain AECOM for engineering services related to sewage infrastructure electrical upgrades.

#### BACKGROUND

Council approved issuance of a Request for Proposal (RFP) for engineering services at the October 23, 2017 meeting. Since that time, the Terms of Reference were developed, in addition to further refinement of the project scope and requirements. The scope of work generally includes design, tendering, and contract administration for electrical upgrades at several pump stations, and the treatment plant to facilitate generator connections and annual load bank testing of standby generators. As part of the City's ongoing asset management program, periodic upgrades are required at pump stations and treatment plants.

#### ANALYSIS

A RFP was issued to our Vendor of Record list. Three consultants submitted proposals, and each proposal was evaluated by City Engineering staff. Based on the evaluation it is recommended that AECOM Canada Ltd. be retained at an upset fee of \$169,500 excluding HST.

#### FINANCIAL IMPLICATIONS

An amount of \$583,000 from sanitary revenue was allocated in the 2017 Capital Budget to account for pump station upgrades. The engineering fees can be accommodated within the remaining budget allocation.

#### STRATEGIC PLAN / POLICY IMPACT

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2018 12 10 concerning the sewage infrastructure electrical upgrades be received, and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.

Respectfully submitted,

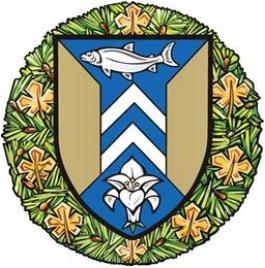
*C. Taddo*

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Carl Rumieli, Design & Construction Engineer

**DEPARTMENT:** Public Works and Engineering Services

**RE:** School Zone Speed Limit – Foxborough Trail

---

#### PURPOSE

The purpose of this report is to obtain Council approval to implement a reduced speed limit within the school zone of Tarentorus Public School on Foxborough Trail and Windsor Trail.

#### BACKGROUND

In September of 2018, the Engineering Division received a petition from residents of Foxborough Trail to consider installing some form of traffic calming (speed tables), all-way stops or a posted speed reduction on the street. The petition had approximately 50 signatures. The petition was found to be insufficient because not all registered owners signed as per the instructions on the petition form.

The Engineering Division also collected traffic data required to consider this road for traffic calming. Staff measured a weekday traffic volume of approximately 1200 vehicles per day (vpd) on Foxborough Trail which is above the minimum 750 vpd threshold in the current traffic calming policy. Staff also measured that approximately 30% of the traffic using Foxborough is “cut-through” traffic between Old Garden River Road and Third Line East.

#### ANALYSIS

The current Traffic Calming Policy recommends traffic calming measures be considered on roads with a minimum of 750 vpd and gives special consideration to roads with 30% of the traffic being cut-through from other arterial roads using the street as a short cut. The Traffic Calming Policy further requires that 70% of the directly affected residents must sign a petition in favour of constructing speed tables on their street. The petition received was insufficient; therefore, the City will not be recommending speed tables on Foxborough Trail.

However, staff does recognize that the observed speed is often at or above the posted speed of 50km/h through this residential street in the vicinity of a public

## Foxborough Trail Reduced Speed Limit School Zone

2018 12 10

Page 2.

school. Further, with the connection of Foxborough Trail to Third Line, this street is being used by approximately 30% of the daily traffic as a short cut between Old Garden River Road and Third Line which results in speeding. Staff feel that given the volume of traffic observed, this area is a good candidate for a reduced speed school zone.

Tarentorus Public School is a primary grade school situated on the dead end of Northwood Street. There is a back entrance to the school which intersects with Foxborough Trail and Windsor Trail. Both Foxborough and Windsor Trails are residential streets with a maximum speed limit of 50km/h. Traffic data collected indicated a 85<sup>th</sup> percentile speed of 57km/h and an approximate weekday average of 1200 vpd.

As the school entrance is situated on the corner of Windsor and Foxborough Trails, staff recommends a reduction in posted speed to 40km/h on Windsor Trail from Old Garden River Road to Foxborough Trail and Foxborough Trail from Windsor Trail to Third Line as well as the installation of School Zone Maximum 40km/h speed signs at these locations.

### **FINANCIAL IMPLICATIONS**

The financial implications related to this approval would be the cost of the new signage. The Traffic operation staff have indicated that the required signage would cost approximately \$1,000 and covered under the 2019 traffic operations budget.

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

Traffic safety is related to the infrastructure focus area of the strategic plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2018 12 10 concerning the Foxborough Trail Reduced Speed Limit School Zone be received, and that Council approve a posted speed reduction on Foxborough Trail and Windsor Trail from 50km/h to 40km/h and that Windsor Trail from Old Garden River Road to Foxborough Trail and Foxborough Trail from Windsor Trail to Third Line be designated as a reduced speed school zone. An amendment to the Traffic By-law will be brought to Council at a future meeting.

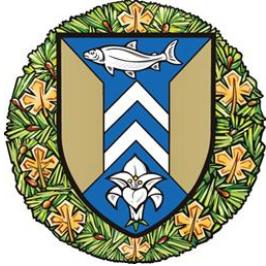
Respectfully submitted,



Carl Rumiel, P. Eng.  
Manager, Design & Transportation  
Engineering

Foxborough Trail Reduced Speed Limit School Zone  
2018 12 10  
Page 3.

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



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Melanie Borowicz-Sibenik, Acting City Solicitor

**DEPARTMENT:** Legal Department

**RE:** 540 Albert Street Lease – Assignment Agreement – Infrastructure Ontario to Agency

---

#### PURPOSE

The purpose of this report is to seek Council's approval of an Assignment Agreement between Infrastructure Ontario (IO), as Assignor, Ontario Agency for Health Protection and Promotion (Agency), as Assignee, and The Corporation of the City of Sault Ste. Marie, as the Landlord (hereinafter the "Assignment Agreement"), wherein the City effectively consents to the assignment of a lease, namely: the Lease dated July 16, 1999, between Infrastructure Ontario and the City (hereinafter: the "Original Lease").

#### BACKGROUND

The City and IO are presently parties to the above referenced Lease. Section 4.6 of the Original Lease permits IO to request that the Original Lease be assigned provided the City consents to the same and that such consent is not to be unreasonably withheld. All assignees are bound by the terms of the Original Lease, the extending agreements thereunder, and the Assignment Agreement.

IO has requested the City's consent to the Assignment Agreement such that the Agency will become directly responsible for all matters related to the Original Lease and extensions made thereafter. Agency all across the province has been reorganizing and aligning itself to operate and manage its own real estate authority. Under the OI's management, the leased property would be held for the benefit of any provincial entity. In this case, Public Health Ontario (PHO), which is governed by the Agency, has been actively occupying the property for sometime.

## **ANALYSIS**

Pursuant to Section 4.6 of the Original Lease, the assignment is permitted and the City cannot unreasonably withhold same. In reviewing the Original Lease, as well as the First, Second, and Third Extension Agreements, Legal staff negotiated the inclusion and amendment of insurance, indemnity and certain general provisions in order to come to an understanding as to the assignment and maintain consistency between the Assignee's lease and the City's other lease at 540 Albert Street.

Indemnities have been amended to be complementary to our current insurance requirements. The Assignee will carry Five Million (\$5,000,000.00) Dollars and have the City named as an additional insured. The provisions as amended by the Assignment Agreement have reduced the City's insurance burden.

Pursuant to the Assignment Agreement the Assignor shall be responsible for all matters up to the effective date of the Assignment Agreement. Thereafter the Assignee shall be responsible for all obligations and matters under the Original Lease. The Assignee and the Assignor acknowledge their respecting responsibilities. The Assignment Agreement does not remove the City's ability to renegotiate the terms of the Lease upon its prescribed renewal which is scheduled for July 2019.

Furthermore, the Assignment allows the Agency to utilize the renewal clause set out by providing the City with 3 months' written notice of its intention to renew.

It is with the above in mind and the fact that all payments are up to date and will continue to be made from the Agency to the City, that the Assignment is recommended.

## **FINANCIAL IMPLICATIONS**

The Assignment Agreement ensures that Agency will be bound by the terms and conditions of the Agreement.

## **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

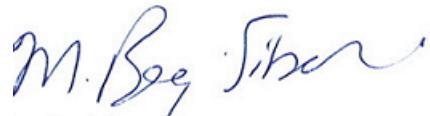
540 Albert Street Lease – Assignment Agreement – Infrastructure Ontario to  
Agency  
2018 12 10  
Page 3.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-211 is located elsewhere on your agenda and authorizes the Assignment Agreement between the City, IO and Agency, and is recommended for approval.

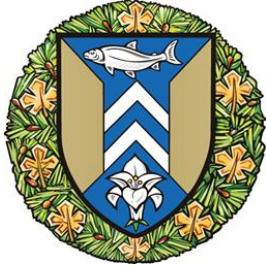
Respectfully Submitted,



Melanie Borowicz-Sibenik  
Acting City Solicitor

MBS/tj

LegalDept\Legal\Staff\COUNCILREPORTS\2018\540 Albert Lease - IO to Ontario Agency for Health Protection and Promotion - Assignment Agreement.docx



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Jeffrey King, Solicitor

**DEPARTMENT:** Legal Department

**RE:** Amending Agreement – Child Care Algoma – Part of Parkland Park

---

#### **PURPOSE**

The purpose of this report is to request Council's authorization of an Amending Agreement between the City and Child Care Algoma to expand the Leased area as stipulated in the existing Lease.

#### **BACKGROUND**

The City of Sault Ste. Marie entered into a Lease (the "Lease") with Child Care Algoma to Lease a portion of Parkland Park for outdoor recreation of children under their care. The Lease was entered into on April 25th, 2017 and remains in force.

#### **ANALYSIS**

Since this Agreement was entered into, Child Care Algoma has realized a need to provide additional outdoor recreation spaces to the children under their care. The Lease insures that all City exposure is mitigated by means of insurance requirements and indemnities. Providing the additional space is supported by the Manager of Recreation and Culture.

#### **FINANCIAL IMPLICATIONS**

Not applicable.

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

Not applicable.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Amending Agreement – Child Care Algoma – Part of Parkland Park  
2018 12 10  
Page 2.

By-law 2018-231 authorizing the execution of an Amending Agreement between the City and Child Care Algoma appears elsewhere on the Agenda and is recommended for approval.

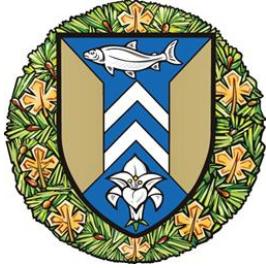
Respectfully submitted,



Jeffrey King  
Solicitor

JK/lv

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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Melanie Borowicz-Sibenik, Acting City Solicitor

**DEPARTMENT:** Legal Department

**RE:** Licence Agreement – The Federal Bridge Corporation Limited

---

#### PURPOSE

The purpose of this report is to request Council's approval to amend the Licence Agreement dated December 11, 2017, between the City and The Federal Bridge Corporation Limited ("FBCL") to permit the occupation and use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete.

#### BACKGROUND

On December 11, 2017 City Council passed By-law 2017-252 which authorized the execution of the Agreement between the City and the FBCL for use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete. This Agreement will be expiring on December 31, 2018.

#### ANALYSIS

The lawyer for FBCL has recently advised that they are still working with the relevant utility companies to finalize and register the various easements. They have requested an extension to the expiry date in the Agreement to May 31, 2019. This would allow the easements to be registered prior to the completion of the transfers of the properties.

#### FINANCIAL IMPLICATIONS

Not applicable.

#### STRATEGIC PLAN / POLICY IMPACT

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-223 authorizing the execution of an Agreement Amending the Licence Agreement between the City and The Federal Bridge Corporation Limited dated December 11, 2017 appears elsewhere on the Agenda and is recommended for approval.

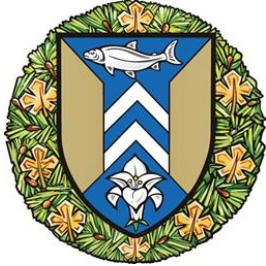
Respectfully Submitted,



Melanie Borowicz-Sibenik

MBS/da

LEGAL\STAFF\COUNCIL\REPORTS\2018\AGREEMENT - FEDERAL BRIDGE CORPORATION LIMITED AG168.DOCX



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

### C O U N C I L   R E P O R T

December 10, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Musical Comedy Guild- Licence of Occupation Agreement

---

#### PURPOSE

The purpose of this report is to request Council's approval to enter into a licence of occupation agreement with the Musical Comedy Guild of Sault Ste. Marie, Inc. for use of a portion of the former Steelton Seniors Centre for storage effective December 10, 2018.

#### BACKGROUND

Musical Comedy Guild has been around since 1963 and has provided entertainment for the people of Sault Ste. Marie and area over those years. In an effort to control ever rising costs the Musical Comedy Guild re-uses set pieces like flats and stairs rather than having to reinvent the wheel every show. This also means that a storage location is essential to their operations. Recently, the Musical Comedy Guild was given notice that the building where they are currently storing all of the set pieces, props and other materials required for productions has been sold.

City Staff were approached by members of the Musical Comedy Guild on October 18 to see if the City could assist with finding a new storage location approximately 20' by 40' in size.

On November 7, 2018 City Staff met with members of the Musical Comedy Guild to discuss potential options.

#### ANALYSIS

City staff reviewed potential options and are able to provide a temporary location at 235 Wellington Street (Former Steelton Seniors Centre) for storage of the Musical Comedy Guilds items. In past years the City provided the Sault

Musical Comedy Guild Licence of Occupation Agreement  
2018 12 10  
Page 2.

Comedy Guild with a storage location, the West Korah Hall building on Allen's Side.

The Musical Comedy Guild is a not-for-profit organization dedicated to producing the highest possible quality musical theatre entertainment for the community-at-large while at the same time providing both a training ground and a showcase for the artistic and cultural community of the Algoma region.

Operating revenues for non-profit organizations are tight and rely on volunteers, community support and donations. Staff is recommending that the City provide space at 235 Wellington, the location only provides a temporary solution as sale of the facility is pending. The Musical Comedy Guild would be required to provide the appropriate insurance.

### **FINANCIAL IMPLICATIONS**

The City currently maintains the facility and using a portion of the facility for storage would not increase the costs currently being incurred by the City.

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

This project is not specifically identified in the Corporate Strategic Plan. However, this project links to the focus areas: Quality of Life and Community Partnerships. Furthermore, it supports A Common Cause and New Direction – Cultural Vitality Pillar.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

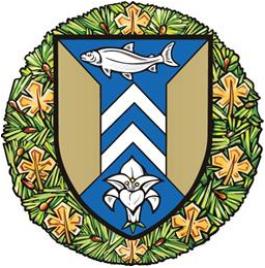
"That the report of the Manager of Recreation and Culture dated 2018 12 10 concerning the Musical Comedy Guild Licence of Occupation Agreement be received and that Council authorize staff to enter into an agreement with the Musical Comedy Guild for use of 235 Wellington Street effective December 10, 2018, be approved."

"The relevant by-law 2018-221 appears elsewhere on the agenda and is recommended for approval."

Respectfully submitted,



Virginia McLeod  
Manager Recreation & Culture  
705.759.5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



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

### COUNCIL REPORT

December 10, 2018

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

**AUTHOR:** Al Horsman, CAO

**DEPARTMENT:** Chief Administrative Officer

**RE:** Municipal Transient Accommodation Tax (MAT)

---

#### PURPOSE

To implement through By-Law 2018-218 found elsewhere on this agenda, a municipal accommodation tax effective January 1, 2019.

#### BACKGROUND

At its meeting of July 16, 2018 Council approved implementing a Municipal Transient Accommodation (MAT) tax effective January 1, 2019. Council further sought report backs in 2019 respecting a framework to allocate the revenue proceeds received through the MAT as well as a revised City/Sault Ste. Marie Economic Development Corporation (SSMEDC) MOU to reflect the use of MAT revenue for the promotion of tourism including product development. The revised MOU was to include a provision for affected short term stakeholders to have input on use of the MAT.

#### ANALYSIS

By-law 2018-218 found elsewhere on this agenda is provided to effect implementation of the MAT tax effective January 1, 2019. In addition to emails and other correspondence sent to those short term accommodation stakeholders impacted by the MAT, the City hosted an information session November 7, 2018 to respond to questions and provide clarity on what was required. As a result of feedback provided during these outreaches, the City made some adjustments to the By-law that is now before Council for its approval. A Council Report relating to the MOU and MAT framework will be provided in early 2019 once discussions with all stakeholders is concluded.

#### FINANCIAL IMPLICATIONS

As shown in Table A below, based on the CBRE data of 56% occupancy with average daily rates of \$108.31, total potential revenue from the MAT in 2019 would be \$1.248 M. Adjusting for payments to SSMEDC to uphold the \$760,000

Municipal Accommodation Tax  
2018 11 19  
Page 2.

Destination Marketing Fund (DMF) revenues per the new regulation, there remains \$475,000 available for additional tourism promotion activities.

**Table A – MAT Annual Potential**

MAT Revenue 2019	\$1,247,508
Less: Payment to SSMEDC Tourism	-\$760,000
Less: Administration Costs (Collection and Audit – City)	-\$ 12,475
<b>Net MAT Revenue</b>	<b>\$475,033</b>

**STRATEGIC PLAN / POLICY IMPACT**

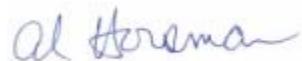
This is an operational matter not articulated in the 2014-2018 Corporate Strategic Plan.

**RECOMMENDATION**

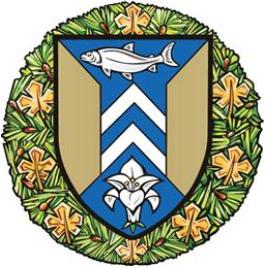
It is therefore recommended that Council take the following action:

Resolved that the report of December 10, 2018 concerning Municipal Accommodation Tax be received and that Council approve the relevant By-law 2018-218 listed elsewhere on the Agenda.

Respectfully submitted,



Al Horsman  
Chief Administrative Officer  
705.759.5347  
[cao.horsman@cityssm.on.ca](mailto:cao.horsman@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

July 16, 2018

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

**AUTHOR:** Al Horsman, CAO

**DEPARTMENT:** Chief Administrative Officer

**RE:** Update – Municipal Transient Accommodation Tax

---

#### PURPOSE

The purpose of this report is to provide an update on the Municipal Transient Accommodation Tax (MAT) and seek Council approval to implement the new tax at 4%, effective January 1, 2019. The report further recommends that Council will review and approve a revised MOU between the City and Sault Ste. Marie Economic Development Corporation (SSMEDC) prior to the tax proceeds being advanced including a provision for the short term accommodation owners having input on the use of the MAT funds. This revised MOU should include a reasonable accountability framework to ensure that amounts paid to the SSMEDC are used for the exclusive purpose of promoting tourism including development of tourism products.

#### BACKGROUND

In 2017, the Province of Ontario passed Bill 127, Stronger, Healthier, Ontario Act 2017 that among other things amended the Municipal Act, 2006 to provide municipalities with the legislative authority to levy a tax on transient accommodations of 30 days or less. Ontario Regulation 435/17 (<https://www.ontario.ca/laws/regulation/170435>) allows each Ontario municipality that chooses to implement a transient accommodation tax to determine the types of short-term accommodation the levy would apply to, tax rate to be applied and accountability agreements necessary to use the tax revenue proceeds for the promotion of tourism. Purchases that consist of accommodation that is not short-term in nature (i.e. 30 consecutive nights or longer) cannot be taxed.

Under the new regulation, all single-tier and lower-tier municipalities now have the authority to put a municipal accommodation tax in place. A transient

accommodation tax is not a requirement for local municipalities—rather, municipalities have the flexibility to decide if they want to put the tax in place. Upper-tier municipalities (regional or county governments) do not have the authority to implement a tax. Transient accommodation at a university or college or affiliated post-secondary institution are exempt.

All municipalities that adopt an accommodation tax but also have an existing destination marketing fee (DMF) would be required to share their hotel tax revenue with the appropriate not-for-profit tourism organization in an amount that matches the total revenue generated by the DMF program in place prior to the new tax being implemented. In the case of a DMF that existed in the municipality in the past, and does exist in the municipality on the day before the tax comes into effect, the municipality would be required to share the net revenues from the tax with the non-profit tourism entity that managed the DMF as set out in the Regulation.

To be eligible to receive municipal accommodation tax revenue, the recipient entity must be a not-for-profit organization, whose mandate includes tourism promotion in Ontario or in a municipality. Revenue shared with an eligible tourism entity must be used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products. The regulations also require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism, but not that they be used in a particular manner.

## **ANALYSIS**

Under O Reg. 435/17, the City of Sault Ste. Marie now has the authority to implement through by-law an accommodation tax for accommodations of 29 consecutive nights or less through the design of a program, establishment of the rate and the administration, collection and scope of application. An accommodation tax is not a requirement and it is possible to continue with other programs that are already in place such as the Destination Marketing Fee (DMF) maintained indirectly by the SSMEDC. A DMF tax can continue to be industry-led after the accommodation tax is implemented. There is no provincial or municipal involvement. However, the current hotels participating in the voluntary DMF for Sault Ste. Marie indicated they will discontinue the DMF effective with the introduction of the MAT.

In late 2017 and early 2018, staff at SSMEDC (including its subsidiary Tourism SSM) and the City conducted multi-lateral discussions to assess the implications of the new municipal tax for the DMF as well as scope how best to implement the tax (or not) recognizing the existing DMF collected indirectly by the SSMEDC through Tourism SSM and the local hotel industry. Considerations included who the existing DMF accommodation contributors were, how much they were paying, what the revenues were being applied to and who was administering the program and at what cost. Other considerations included how the City would collect and remit the new tax if the DMF was to be replaced, who would be levied (e.g. other short term properties, Airbnb's, etc.), the costs of administration (including levying and collecting the tax), eligible not-for-profit entities that could receive the tax revenues, accountability agreement terms necessary, use of previous unspent DMF revenues and promotional tourism activities to which the revenues would be applied.

Unaudited data provided respecting existing DMF fees collected indicate that in terms of hotel room capacity approximately 84% of the hoteliers participate in the voluntary DMF program that collects approximately \$760,000 annually using a 3% fee. This funding has been collected by the participating hotels and remitted to the not-for-profit SSMEDC to fund a portion of the Tourism Sault Ste. Marie activities (a division of SSMEDC). Based on CBRE's National Market Report dated December, 2017 occupancy for rooms in Sault Ste. Marie is approximately 56%. Applying a new tax at 4% across all transient accommodations could realize as much as \$1.25 M in annual revenue which is sufficient to provide the \$760,000 revenue share to not-for-profit SSMEDC as required by the regulation and realize a further \$475,000 for other activities aimed at promoting tourism. A 4% tax is supported by SSMEDC, Tourism Sault Ste. Marie, the accommodation DMF partners and City administration.

Many other municipalities have implemented the new tax or are in the process of implementing this levy. Some of these are summarized in Appendix A attached. As highlighted in Appendix A, there are some challenges in implementing the tax and in many cases municipalities continue to consult with key stakeholders regarding how revenues would be collected, administered and utilized. This is the case in Sault Ste. Marie where the existing DMF has long been collected by the participating local hotels and advanced to the SSMEDC. The financial statements of SSMEDC reflect this activity. To date, the association and Tourism SSM have applied these revenues to activities such as the Poker Run, Under 17 Hockey, WTF Festival, etc. and made annual contributions to a reserve to be utilized for

future large scale tourism projects. The balance in this reserve as of December 31, 2017 is approximately \$1.3 M and remains in the control of the DMF partners to allocate on tourism initiatives using criteria identified in the operations agreements with Tourism Sault Ste. Marie and SSMEDC.

Extensive discussions have been undertaken by staff and officials with the City, SSMEDC and the accommodation partners. Although the implications of the new tax for the DMF was a key discussion item, there was significant attention paid to how the funds would be used as well as governance over tourism promotion activities generally. It was very evident during these deliberations that the accommodation partners must have a significant input into the tourism activities related to the new MAT along with tourism efforts on the whole. A commitment was therefore made to ensure that the accommodation partners have a strong voice regarding expenditures related to MAT tourism promotion activities. In this vein, the City will work with the SSMEDC, Tourism Sault Ste. Marie and accommodation partners to structure the proposed amended City/SSMEDC MOU to include provisions for the accommodation partners input.

If this direction is approved, City staff will work with SSMEDC management to amend the current MOU to create an accountability agreement between the parties for spending of tax revenues. Council approval would be sought prior to allocation of the tax proceeds. Approval would also be sought from the SSMEDC Board while the hotel association and hotel industry as a whole will be consulted for input and must be included as a consultant to spending of the tax share.

### **FINANCIAL IMPLICATIONS**

As shown in Table A below, based on the CBRE data of 56% occupancy with average daily rates of \$108.31, total potential revenue from the MAT in 2019 would be \$1.248 M. Adjusting for payments to SSMEDC to uphold the \$760,000 DMF revenues per the new regulation, there remains \$475,000 available for additional tourism promotion activities.

**Table A – MAT Annual Potential**

MAT Revenue 2019	\$1,247,508
Less: Payment to SSMEDC Tourism	-\$760,000
Less: Administration Costs (Collection and Audit – City)	-\$ 12,475
<b>Net MAT Revenue</b>	<b>\$475,033</b>

**STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the 2014-2018 Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the Corporation of the City of Sault Ste. Marie implement a municipal transient accommodation tax effective January 1, 2019 consistent with the requirements prescribed under O Reg. 435/17 Transient Accommodation Tax;

That the City Chief Administrative Officer, SSMEDC Executive Director, City Chief Financial Officer and Deputy CAO Community Development and Enterprise Services develop the framework to administer and implement the tax; and

That the Advisory Committee report back for Council approval prior to actual allocation of the tax revenue in 2019 with a revised City/SSMEDC MOU to reflect the use of the tax revenue for promotion of tourism including product development; and,

That the revised City/SSMEDC MOU include a provision for affected short term accommodation stakeholders to have input on use of the funds to promote tourism.

Respectfully submitted,

*Al Horsman*

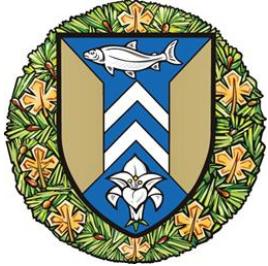
Al Horsman  
Chief Administrative Officer  
705.759.5347

## Appendix A

### Sample Municipalities Considering a Municipal Transient Accommodation Tax

Municipality	Current Status
City of Toronto	<ul style="list-style-type: none"><li>• Approved 4% tax (January 24, 2018) to replace Destination Marketing Fund (DMF) of 3%</li><li>• Applied to all hotels; DMF only applied to participating hotels</li><li>• Estimated revenue of \$17.2 - \$28.2 Million annually</li><li>• Implementation targeted for June 1, 2018</li><li>• Accountability agreements still being negotiated with the Greater Toronto Hotel Association (GTHA) who will administer the tax</li></ul>
City of Mississauga	<ul style="list-style-type: none"><li>• Approved 4% tax (November 1, 2017) replacing DMF of 3% applied to only 2 hotels and administered by the GTHA</li><li>• Estimated revenue of \$9.8 Million annually</li><li>• Implementation July 1, 2018</li><li>• Accountability agreements still being worked on</li><li>• Staff recommended creation of a new not for profit entity to administer the program</li></ul>
City of Niagara Falls	<ul style="list-style-type: none"><li>• Endorsed a 4% tax rate</li><li>• Estimated revenue is \$15 Million annually</li><li>• No DMF in place, but one did exist so revenue shared 50% with local Niagara Falls Tourism (NFT) not for profit entity</li><li>• Tax to be applied to all short term accommodations including Airbnb</li></ul>
City of Markham	<ul style="list-style-type: none"><li>• Recommended a 4% tax (February 20, 2018)</li><li>• No DMF in place so 50% to be provided to a Municipal Services Corporation to be reported on this year</li><li>• Estimated annual revenue of \$2.6 Million</li><li>• Applied to all transient accommodations</li></ul>

City of Ottawa	<ul style="list-style-type: none"> <li>• Endorsed a 4% tax (November 27, 2017)</li> <li>• Replaces voluntary DMF of 3%</li> <li>• Implemented January 1, 2018</li> <li>• Accountability agreement still being forged</li> </ul>
City Of Kingston	<ul style="list-style-type: none"> <li>• Approved 4% tax (June 12, 2018)</li> <li>• Excludes Airbnb's</li> <li>• Applied to all accommodations</li> <li>• Estimated revenue up to \$3 million annually</li> <li>• In 2016, a separate Tourism Board was created hiving off tourism from the Kingston EDC</li> <li>• Kingston Accommodation Partners (KAP) administers the tax that is shared with City 35% for tourism product development and 65% for tourism promotion by the Board</li> </ul>
City of Sudbury	<ul style="list-style-type: none"> <li>• Approved 4% effective September 1, 2018</li> <li>• Applied to all transient accommodations</li> <li>• Estimated revenue of \$1.7 Million annually</li> <li>• Accountability agreements still being worked on</li> </ul>
City of North Bay	<ul style="list-style-type: none"> <li>• Still assessing tax implication</li> <li>• City staff are working with Tourism North Bay to develop a proposal</li> <li>• Expect 4% being recommended for implementation in 2019</li> </ul>
City of Thunder Bay	<ul style="list-style-type: none"> <li>• Approved 4% (June 1, 2018) subject to report back on structure and implementation of program</li> <li>• No DMF in place so City will remit 50% to a Not Fr Profit entity</li> <li>• Estimated revenue of \$2 Million annually</li> <li>• Applied to all accommodations of 29 consecutive days or less</li> <li>• Funds are incremental to existing tourism budget allocations</li> </ul>
City of Timmins	<ul style="list-style-type: none"> <li>• Has not reported to Council on this matter yet</li> <li>• Expect to recommend 4% when administration does report out</li> </ul>



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Tom Vair, Deputy CAO

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** FutureSSM Project Update

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#### PURPOSE

The purpose of this report is to provide Council with an update on the FutureSSM project and activities that have occurred since the last progress report dated September 10, 2018.

#### BACKGROUND

FutureSSM is a significant community development initiative that builds off of the recommendations of the Community Adjustment Committee (AC) and the extensive community outreach and dialogue undertaken by the AC. The focus of the project remains to develop the community in each of the Four Pillars identified (Economic Growth and Diversity, Arts and Culture, Social Equity and Environmental Sustainability).

The foundation of the FutureSSM project is based on the fact that it is a community plan. That is to say it was developed by community members and the success of the plan hinges on the ongoing involvement and commitment of time and resources by community organizations and citizens. Through the ongoing work of the Community Development Roundtable (CDR) and the associated Action Teams, this project continues to be actively supported by community members.

On May 28, 2018 Council passed the following resolution:

*Whereas the City has been working on developing a comprehensive community project (Future SSM) to support the community as it progresses towards an economically diverse, culturally vibrant, socially equitable and environmentally sustainable future; and*

*Whereas a number of individuals have been vigorously creating the plan by holding focus groups; and*

*Whereas the Future SSM Project is to set clear steps as one important method to think beyond specific sector needs and address urgent issues for the entire local economy, including: community infrastructure, social development, labour force development, education and training development and business retention and expansion; and*

*Whereas this is critical to the future of our community;*

*Now Therefore Be It Resolved that the Deputy CAO Community Development and Enterprise Services be requested to provide quarterly updates to keep Council and the community abreast of the progress being made by the committees and individuals involved.*

## **ANALYSIS**

As part of a regular update on the FutureSSM project, staff is pleased to report that the project is progressing well. The attached presentation and report from the Project Manager outlines the significant progress that is being made within the project and across the community.

## **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this update

## **STRATEGIC PLAN / POLICY IMPACT**

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors exactly the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2018 12 10 providing an update for the FutureSSM project be received as information.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development and Enterprise Services

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FutureSSM Project Update

2018 12 10

Page 3.



## PROGRESS REPORT • NOVEMBER 2018

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Our Community's Vision Realized.

FutureSSM is a forward-thinking division of the Community Development and Enterprise Services (CDES) Department at the City of Sault Ste. Marie. Under the leadership of Deputy CAO Tom Vair, CDES comprises of Building, Community Services and Planning & Enterprise Services.

FutureSSM is implementing our community's collective vision to build a great city where people want to live, visit and do business. We are taking a holistic approach to community development that includes four pillars; cultural vitality, economic growth & diversity, environmental sustainability and social equity.



FutureSSM is moving ahead alongside community members on several initiatives to build our labour force, grow our post-secondary institutions, advance Indigenous relationships, celebrate our culture, revitalize our downtown and welcome newcomers. Since the last report to council, much work has been done by FutureSSM staff and the Community Advisory Teams to advance recommendations laid out in the Community Adjustment Committee (CAC) Report, *A Common Cause and Direction for Sault Ste. Marie*, and other initiatives.

This status report offers an update on the progress of the Action Teams are making relative to defining their priorities and also includes a highlight of some of the other initiatives that the FutureSSM Team is working on.

Project Milestones:

## **FutureSSM Team:**

FutureSSM staff are in place to lead the implementation of the CAC recommendations, the priorities defined by the Action Teams and manage the day-to-day activities of the project to ensure it proceeds in scope, within the specified time frame and under the established budget. Ultimately, staff will advance FutureSSM, by facilitating communication and collaboration, providing technical expertise and, project management and administrative support, and by supporting the Action Teams to define and advance the communities' priorities.

Staff are passionate about Sault Ste. Marie and motivated to get results for the community by actively advancing the recommendations of the CAC and implementing the priorities identified by the Action Teams. Most importantly, the team is optimistic about our collective future. The following team members have now been hired. See full bios

(<https://futuressm.com/about/staff/>):

- Travis Anderson, Project Manager
- Social Equity Coordinator (*start date: December 17, 2018*)
- Katie Elliott, Communications Coordinator
- Todd Fleet, Arts & Culture Coordinator
- Jennifer Mathewson, Film, Television & Digital Media Coordinator
- Paul Sayers, Labour Force Development Coordinator

## **Action Teams:**

Action Teams provide FutureSSM with advice and support to ensure the community's vision is moving forward in several priority areas. The leads of the Action Teams are members of the Community Development Roundtable (CDR) to make sure silos are broken down and communication takes place across the different pillars. Below shows how the Action Teams function in relation to the CDR and Bawaating Advisory Circle. For a list of Action Team members, visit [www.futuressm.com](http://www.futuressm.com)



Each Action Team is at a different stage of development. Below outlines where each team is at in terms of identifying priorities in an advisory role. It is important to note that priorities coming out of the Action Teams are based on or building upon recommendations laid out in the CAC report.



## Downtown Development Action Team:

The Downtown Action Team has identified **14** short-term, medium-term and long-term priority items to tackle. This team started with a list of 43 and through a set criteria process, discussion, feedback and alignment with the CAC recommendations, reduced it to 14.

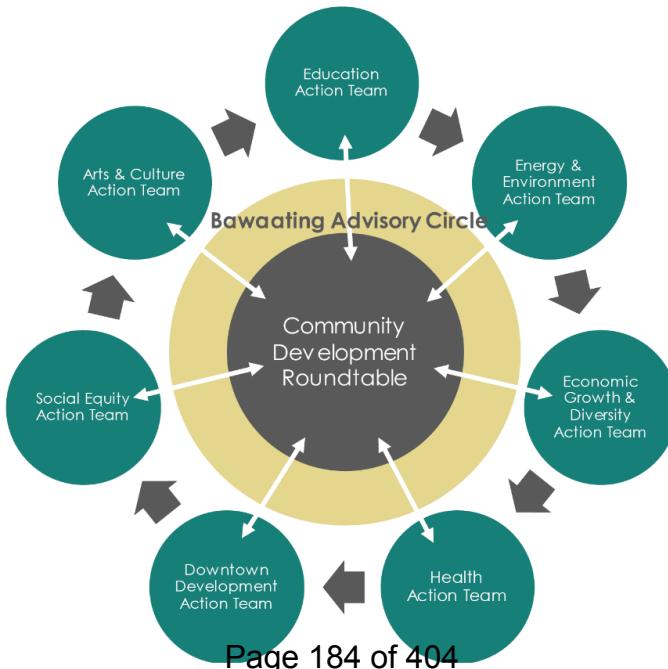
### Finalized list of priorities:

#### **Short-term:**

1. Beautification Initiatives.
2. Infrastructure (including, public furniture, multiuse four season event space, better connectivity with waterfront, etc.)
3. Review and revise internal city processes that create barriers for businesses looking to improve or operate downtown.
4. Additional Programming.
5. Downtown branding & digital marketing strategy.

#### **Medium-term:**

6. Address parking rental issues for residents and businesses.



7. Economic development.
8. Free Wi-Fi downtown.
9. Re-green & rehabilitate brown lands and link them to boardwalk and/or hub trail.

#### **Long-term**

10. Improve wayfinding & signage.
11. 2-way traffic – how do we move ahead/is it the right option?
12. Identify potential sites for redevelopment along the waterfront.
13. Unique identity district branding (by block/group business type).
14. Creation of a Sault Ste. Marie 'Main St. Class' of businesses as well as a Main Street Strategy/policy.



## Arts & Culture Action Team:

The Arts & Culture Action Team has identified **three** main priority items to move ahead with as recommended by the CAC report, and building on our local competitive advantages and strengths. This team started with a list of 28 and through a set criteria process, discussion, feedback and alignment with the CAC recommendations, reduced it to three, with the expectation that more actions may arise as outputs of the Cultural Plan. It is anticipated that following the completion of the Cultural Plan that the list of priorities below may be expanded.

#### Final list of Priorities

1. Community Cultural Plan.
2. Community Arts Projects ('street art').
  - a. Mural project.
  - b. Traffic box wraps.
3. Art Gallery of Algoma business plan & expansion.



## Energy & Environment Action Team:

The Energy & Environment Action Team has identified **three** priority items to take on that fit into four overarching themes.

#### Finalized list of priorities:

1. Develop an urban Forestry Plan, with specific focus on identifying goals for tree cover in the community, both for aesthetic and environmental purposes.
2. Commission an Energy & Environment Strategy Report, with a focus on mapping our energy and environmental industry assets and identifying opportunities for growth of existing, or attraction of new assets to the community.
3. Develop a St. Mary's River water trail, with the focus on promoting recreational, conservation and education related to the local watershed.



## Economic Growth & Diversity Action Team:

The Economic Growth & Diversity Action Team is currently in discussion to narrow its focus and identify priorities. The committee will function as a study/recommendation team that will engage with sector professionals and related stakeholders to recommend to the Community Development Roundtable areas of opportunity to grow our economy and achieve sustainable prosperity for citizens.



## Education Action Team:

The Education Action Team is currently in the process of defining the team's priorities. It is anticipated that the team achieve this objective shortly. The committee will function as a study/recommendation team that will engage with residents, education sector professionals and related stakeholders to recommend to the CDR areas of opportunity to grow our education sector and improve educational attainment for citizens.



## Health Action Team:

The Health Action Team has yet to select their priority items. The committee will function as a study/recommendation team that will engage with health sector professionals and related stakeholders to recommend to the CDR areas of opportunity to grow our health sector and develop a centre of excellence.



## Social Equity Action Team:

The Social Equity Action Team has yet to select their priority items; however now, that the Social Equity Coordinator role has been filled it is anticipated that the team will advance priorities shortly. The Committee will function as a study/recommendation team that will engage with residents, social equity sector professionals and related stakeholders to recommend to the Community Development Roundtable areas of opportunity to advance social equity in the community.



## Bawaating Advisory Circle:

An overarching goal of FutureSSM is to strengthen the relationship with Indigenous Peoples and communities. Sault Ste. Marie has an opportunity to be a national leader in reconciliation, but it will require commitment, continuous trust building and meaningful action.

The Bawaating Advisory Circle was established as a way for engagement and dialogue to take place between Sault Ste. Marie leadership and our Indigenous communities. Those communities

include our neighbouring First Nations, Garden River and Batchewana, as well as our urban Indigenous Community and our local Metis Community.

The Advisory Circle is another positive step forward on the path to local reconciliation. There will be more developments regarding this group in the months to come.

## FutureSSM Updates:

### FutureSSM Communications Strategy:

A communications strategy has been developed to provide the framework and detailed guidelines that will ensure alignment between Future SSM's goals and communication activities for the duration of the project (2018 – 2021). The goals of the strategy are to 1) communicate the project's progress and impact 2) increase community pride; and 3) attract newcomers, visitors, students, business and industry.

### Community Engagement:

Transparency and engagement with the community is paramount to the success of FutureSSM. Highlights of that engagement include:

- On October 29<sup>th</sup>, the updated FutureSSM website, [www.futuressm.com](http://www.futuressm.com), went live, and was met by positive feedback from stakeholders and the public.
- Between the period of October 29 and November 21, **12,000** unique visitors visited the site.
- Social platforms were also launched, and include Facebook, Instagram, Twitter, LinkedIn and YouTube.
- In the short time since launch, platforms have reached over **23,000** individuals and engaged over **3,000**.
- The project has earned over **30** media hits in local and regional media outlets.
- Team members have had over **65+** meetings with community organizations, businesses and individuals, attended over **25+** community events and engaged the post-secondary student population by holding two 'pop-up' sessions on campus.

### The Sault Network:

In response to recommendations from the Community Adjustment Committee, and in an effort to advance FutureSSM, repatriate former Saultites, and drive growth in our community, *The Sault Network* was created in April, 2018.

FutureSSM is responsible for maintaining and growing this important network for our community primarily through events (The Sault Summit), an online hub, and other outreach activities.

On November 14, the first edition of the 'Network News' was distributed to **221** recipients around Canada and the world. This monthly newsletter will keep former Saultites up to date with ongoing initiatives driving growth and prosperity in our city, and present opportunities to get involved.

## **Gil Penalosa Event and FutureSSM Open House:**

On November 30<sup>th</sup>, FutureSSM is hosting a speaking event and open house with renowned urban expert, Gil Penalosa.

Gil is the founder and chair of [8 80 Cities](#), a Canadian nonprofit with a mission to improve sustainable mobility, parks, and public spaces to transform urban areas into cities that are great for both 8-year-olds and 80-year olds. The organization has worked with over 250 communities across six continents to promote residents' physical and mental health.

In conjunction with Gil's talk, FutureSSM's team will provide an update on City projects related to community revitalization, and will be available to answer questions and gather feedback. Shape the Sault will also be present to get input on the City's Official Plan.

This event is proudly supported by Algoma Public Health. This is a free event open to everyone. For more information, visit [www.futuressm.com/projects/events](http://www.futuressm.com/projects/events).

## **Sault Ste. Marie Visual Identity & Branding:**

The exercise to assess, improve and develop the community's current visual identity and promotional efforts comes directly from the Community Adjustment Committee report that states better branding would improve morale, and attract students, residents, visitors and business to the community.

Phase 1 of this process involved broad community consultations to identify Sault Ste. Marie's 'brand story' and 'brand ingredients'. Trajectory was hired through a competitive RFP process to develop and deliver on those components.

FutureSSM is currently leading the second phase of this process to build on this work in collaboration with a Steering Committee comprised of members from Sault College, Algoma University, Tourism Sault Ste. Marie, the Sault Ste. Marie Economic Development Corporation, the Corporation of the City of Sault Ste. Marie and FutureSSM.

Through an RFP process evaluated by the steering committee, Scott Thornley + Company (STC) has been hired to assess and develop the brand and visual identity. Development of the brand is a community activity, and as such, consultation and outreach sessions have been and will continue to take place with stakeholders throughout the City.

In addition to the 500+ people consulted during Phase 1, to date, STC and FutureSSM staff have consulted over 150 individuals via 15 one-on-one interviews, 12 theme board workshop sessions, and 2 'pop-up' sessions at Algoma University and Sault College. Participants have been diverse, and included community members from the Indigenous Friendship Centre, STRIVE Young Professionals Group, the Mayor's Youth Advisory Council, FutureSSM CDR and Action Teams, Garden River First Nation, SSM Local Immigration Partnership, Algoma Workforce Investment Corporation, local entrepreneurs and business owners, Sault Ste. Marie Innovation Centre, and many more.

The next phases of this process will be taking place over the next two months. Below outlines a timeline of the process to date:



## Downtown Wayfinding Strategy:

Feedback received during the Community Adjustment Committee's outreach efforts included the need to increase the prominence of the downtown and make it a community hub essential to revitalizing our community. Wayfinding is one of several steps we will be taking over the course of the next several to revitalize our downtown. Our goal is to create a wayfinding system that increases the attractiveness of our downtown by helping visitors and residents alike efficiently navigate to area destinations and amenities, while also creating positive perceptions for the area.

Wayfinding is a system of signs, banners, gateways, and kiosks that assist locals and visitors to connect the dots and find their way, making for a positive experience, extended stays and

more spending. If done right, wayfinding systems do more than just act as a guide; they create a more attractive community, and build and promote a community's brand.

Through a competitive RFP process, FutureSSM has hired Corbin Design, a leader in wayfinding consulting and signage system design, to move ahead with plans to develop and implement a Wayfinding Strategy for Sault Ste. Marie's downtown. If done right, wayfinding systems do more than just act as a guide; they create a more attractive community and build and promote a community's brand.

Stakeholder consultation sessions are being held throughout the process. To view Corbin Design's presentation from the first session, visit [www.futuressm.com/projects/wayfinding](http://www.futuressm.com/projects/wayfinding).

### Other Downtown Development Initiatives:

The Downtown Development Action Team has been working closely with the Downtown Association and City Planning on a number of initiatives including:

- The creation of a subcommittee focused on identifying and making recommendations on actions that can be taken to improve public safety in the downtown.
- Preparing a Downtown Vision and Action Plan to identify priority projects, concepts and required budgets for implementation over the next three or four years. Fundamental to this is the creation of a multiuse, four season event space that is central to the downtown business area.
- The Downtown Traffic Study is recommending that the existing one-way traffic system be retained. However they are also recommending that Bay Street be reduced to two lanes in width with additional turning lanes at major intersections. This would create the same capacity as Great Northern Road which also has two lanes in each direction. The reduced road will significantly improve connections between the downtown business area and waterfront as well as provide additional space to redevelop Bay Street as a tree lined boulevard with a new off-road multiuse path for cyclists and pedestrians. Subject to environmental assessment approval, this project will be undertaken in 2019.
- City staff are working to develop encroachment guidelines to permit businesses to place benches and planters in front of their storefronts similar to Petoskey and Charlevoix without any further approvals.
- The Downtown Association and City Planning will host a series of workshops early in the new year to provide information on the new downtown grant programs, patio approval process, and sidewalk furnishings guidelines.
- Orders are now being taken by the City's Accessibility Advisory Committee for businesses wishing to acquire a portable barrier free ramp through the Stopgap program at no cost. The City is also in the process of installing recharging stations for electric mobility devices in several locations.

### Bondar Night Market:

Staff are currently working on plans to expand the existing Summer Concert Series at the Roberta Bondar Park Pavilion by including a night vendor market. Staff will be approaching local merchants early in the new year to gauge interest in participating in the night market and will also be looking to attract local food merchants to the event.

## Arts & Culture:

### Film, Television & Digital Media:

The benefits of film and television production to a community are significant. Increased economic activity and investment, local employment opportunities, support for local arts organizations and events, and trade for local businesses are just some of the positives a community experiences with increased production. Since 2004, 40 film or television series have been shot in Sault Ste. Marie, resulting in approximately \$60 million in economic benefit.

In 2016-2017 alone, Sudbury played host to 38 film, television and web series productions, with a direct spend of almost \$40 million.

In the same time frame, North Bay welcomed 21 film and television productions, with a direct spend of \$32 million.

Based on the statistics from Sudbury and North Bay, we believe there is room for Sault Ste. Marie to expand its market share. In order to help facilitate growth in the sector, the Sault Ste. Marie Film, Television and Digital Media office has been established as part of FutureSSM. Led by local film expert, Jennifer Mathewson, efforts are ongoing to **1.** Attract productions to Sault Ste. Marie and **2.** Support productions by streamlining municipal processes and acting as a 'one stop shop' for all production needs.

### Attraction & Promotion:

#### Cinéfest Sudbury

- Jennifer Mathewson recently attended Cinéfest, Sudbury's annual international film festival, to network with industry organizations and producers, and present to approx. 40 industry professionals at the annual film forum.
- Jennifer also sits on the *Cultural Industries Ontario North* Advisory Board as a local municipal representative for Sault Ste. Marie. Having this position filled on the Advisory Board allows Sault Ste. Marie to have a voice when it comes to regional discussions and decision making.

#### Toronto Film Circuit Network

- FutureSSM staff travelled to Toronto early November to meet with film producers, post-production studios and others in the industry to discuss the benefits of filming and doing business in Sault Ste. Marie.
- During the trip we had 3 production companies with 2019 projects, who were not previously considering Sault Ste. Marie as a location for filming, express interest in coming to the community to do familiarization tours. The first of these productions is scheduled to be in the area on December 3-4.
- Preliminary scouting and script breakdown is currently being done by FutureSSM staff all 3 projects.
- A fourth company has also expressed interested in bringing a post-production facility to Sault Ste. Marie and is currently in discussion with the City and NOHFC regarding potential funding opportunities.

## **Other**

- Meetings are ongoing with local businesses to discuss how they can work with production companies coming to the community. This will lead to better communication between businesses and productions, and mutual benefits to both parties.
- Jennifer is working with Sault College Digital Film Production Program to arrange partnerships and guest lectures, and recently spoke to first year students about the industry and how they can get involved locally.

## **Support for Productions:**

### **Hammer Feature Film**

- Jennifer Mathewson, FutureSSM's Film, Television & Digital Media Coordinator was the liaison for all City services, and assisted in the following ways:
  - Coordinated internal City department notifications of permits & filming, including road closures and filming on municipal property.
  - Participated in Location Tech Scout.
  - Assisted in connecting producers with local labour force.
- Hammer filmed for 14 days in and around Sault Ste. Marie. In that time frame, their contributions to the community were substantial:
  - Approximately \$1,000,000.00 (direct and indirect) spend in Sault Ste. Marie.
  - Provided 29 Full Time Equivalent (FTE) jobs to Sault Ste. Marie locals.
  - Provided 20+ Part Time Equivalent (PTE) jobs to Sault Ste. Marie locals.
  - Provided 3 job training opportunities to Sault College Digital Film Production. Students and 1 job training opportunity in partnership with Employment Solutions
  - 450 hotel nights booked between August 6 - September 26.

## **Community Cultural Plan:**

Global communities with strong links between community culture and engagement in the arts, are resilient, healthy communities. Such creative, vibrant, and resilient places are attractive to investors in industry, business, and tourism and thus create employment opportunities, expand the tax-base, and generally add real wealth to the community. Because of this, the development of a comprehensive Community Cultural Plan was identified as a key recommendation in the Community Adjustment Committee Report as a way to increase cultural vitality in Sault Ste. Marie.

For the purpose of the plan, visual arts, literary arts, heritage arts, performing arts, and media arts will be included. The goals in implementing the plan are to:

- Foster investment and economic development in arts & culture.
- Strengthen partnerships to promote cultural vitality in the community.
- Strengthen connectivity amongst those in the creative sector.

The RFP to develop a Community Cultural Plan closed on October 18, 2018. Unfortunately, due to the Municipal election we were delayed in making our recommendation on preferred vendor to council and will be doing so on December 10<sup>th</sup>. The final deliverable of the Community Cultural Plan will be scheduled for end of May 2019. For more information, please visit [www.futuressm.com/communityculturalplan](http://www.futuressm.com/communityculturalplan)

## **Community Art Project (CAP):**

A Community Art Project (CAP) was identified by the FutureSSM Arts & Culture Action Team (ACAT) as a priority in the development of the arts and culture sector.

"Public art generates tangible and intangible benefits, and in the most successful instances, it becomes an integral and beloved part of the community. Enhancing its environment, art enriches residents' lives, instills a sense of civic pride, creates a shared history, connects communities, and provides opportunities for dialogue, engagement, and learning. By promoting cultural participation, public art stimulates cultural industries and the creative economy. And, especially important to the revitalization of Rust Belt cities, public art boosts the economy in a hyper-local way. The economic impacts benefit residents directly, driving spending to local businesses and creating jobs and opportunities for artists and residents alike."

(source:<https://urbanland.uli.org/planning-design/enriching-city-public-art/>)

CAP will consist of a number of public art initiatives that will be implemented over the course of the FutureSSM project and include:

- Murals (5 in 2019)
- Traffic wraps (20 in 2019)
- Unique public furniture (2019)
- Other creative artistic and cultural design implementation opportunities as presented.

### **Traffic Box Wraps**

The City currently requires artwork to wrap traffic boxes located throughout the city. This is to help prevent tagging, tell community stories, beautify the city (create points of interest), and advance tourism and economic development opportunities, while raising profile of arts in the community. At the same time, Sault College is seeking experiential learning opportunities for students to gain professional knowledge in a real world work scenario while building strong portfolios to assist in future employment opportunities.

The traffic box project facilitates an opportunity for both needs to be satisfied and in doing so also helps to promote the arts in our community and support economic diversification.

FutureSSM Staff conducted outreach to the Sault College Graphic Design Department, with the specific goal of involving students in the design of the vinyl wraps for traffic boxes, and was successful in adding the traffic box wrap project to the program's curriculum. Students have begun preliminary work on designs.

The Project is being set up to continue as part of the regular curriculum on an on-going basis and will include second year students as well as third year students. All artwork will be archived and used on a continuing basis for traffic box wraps throughout the city.

Students have selected the SSM Museum as the location for their Grad Show in May, FutureSSM will support venue costs as well as support students with marketing of event and will have a "promo booth" at the show.

## **2019 Mural Project:**

The 5 public murals will be focused mainly in the downtown area, with a combination of supporting where possible redevelopment in initiatives already in progress.

- A minimum of 2 mural will be by Indigenous artists.
- A design brief will be created for each of the murals and will outline themes and scope of work for potential artists/groups who wish to participate in the project.
- Mural development may be a blend of public solicited proposals as well as pre/directly selected art work.
- Review Committee will be formed similar to the Traffic Box Project.
- Where possible, students participating in the Traffic Box Project (Sault College, Algoma University, Algoma District School Board) will be offered participation, mentorship, networking, skills development and portfolio building opportunities.

## **Labour Force Development:**

An overarching goal of FutureSSM, as identified in the CAC Report, is to build our local labour force. Discussions a number of employers expressed concern about finding enough workers with required skillsets. These current and projected needs can be met through coordinated educational program re-training opportunities, and programs to attract skilled workers to the community.

Paul Sayers, FutureSSM's Labour Force Development Coordinator (LFDC), has been busy reaching out to employment agencies, businesses and communities, with the goal of developing relationships and identifying gaps and opportunities.

Common themes that have been identified:

- Lack of inter-agency program awareness and knowledge.
- Lack of cohesive approach to settlement services.
- Staff do not always know processes for newcomers.
- Targeted immigration is new to the community, awareness of immigration, appreciation for new cultures and cultural diversity is not strong.
- Lack of local centralized Immigration services to support newcomers interested in moving to Sault Ste. Marie (e.g. lack of licensed Immigration consultant or immigration lawyers).
- Capacity for: housing, religious expression, sense of community for newcomers, etc.
- International student recruitment combined with integration and settlement.
- Lack of awareness of First Nation employment services and job creation funding resources.

A critical need identified by businesses in Sault Ste. Marie was access to skilled labour and filling numerous vacancies due to impending retirements.

## **Actions underway:**

- Attended rural newcomer job fair in Mississauga to promote job openings.
- Actively working with all levels of education to increase student awareness of local opportunities and develop programming at University and College to assist local employers.
- Meetings with all major employers to document and assemble needs.
- Pursuing immigration program for Sault Ste. Marie.

- Outreach to First Nation/Indigenous partners to tap into fastest growing segment of our population.
- Researching colleges/universities/trade schools which serve as feeder pools to local industry.
- Researching PEI, Edinburgh and other regions on how they "recruit, retain and repatriate" talent back into their communities and creating a similar implementation strategy.

#### Rural Ontario Forum & Job Fair (Newcomer Centre of Peel):

- Mississauga, November 6<sup>th</sup>, 2018
- Registered Job seekers: 400; Registered Exhibitors: 32

This job fair was a success due to the volume of interested candidates who eager to find out more information on Sault Ste. Marie. In total, Paul Sayers spoke to over 100 interested applicants.

Candidates were provided with literature with links to Future SSM website, city services, local industry, and materials from Invest Sault Ste. Marie, and contact information. Following the fair, we received resumes from some candidates who are interested in relocation to SSM. We will be reviewing the resumes and directing them to specific job postings that may match their expertise and interest.

Candidates were interested in Sault Ste. Marie because we have access to:

- Transit.
- Grocery stores, Shopping malls.
- Access to the US and Trans-Canada highway.
- One hour flight to Toronto.
- Services such as Newcomer Settlement Services at the Sault Community Career Centre.
- The Great Lakes and year-round outdoor activities.
- Substantial interest in the local Indigenous communities.
- Lower cost of living and shorter commute times.
- Lower cost of buying a home.

There was heavy representation of foreign born professionals from the Middle East and Africa. Countries of origin for interested candidates included: Ghana, South Sudan, Kurdistan, Iraq, Iran, Zimbabwe, Mozambique, Egypt, Lebanon, Syria, Jordan, Nigeria, Turkey and UAE. Crucial to the success in the recruitment of foreign born professionals to Sault Ste. Marie is local industry buy-in.

#### Meetings & Outreach:

For the past two months, Paul Sayers has been looking at how we can establish more effective community-wide platforms and conduct outreach to attract the high skilled talent required by our local businesses to grow. FutureSSM is currently working on the following LFDC initiatives:

- Exploring the creation of an Employment Advisory Group to facilitate introductions, assist with their recruitment needs and connecting these groups with each other where relationships can be formed once introduced to each other.
- Continued labour market research on various local industries and their challenges, including post-secondary institutions offering programs aligned with their opportunities

Linking industry and facilitating introductions with diverse/immigrant employment service providers.

Since September 2018, the Labour Force Development Coordinator has met with over **25** private and public employers and organizations.

## Economic Growth and Diversification:

### CENEX:

FutureSSM is currently working with the EDC, SSMIC, PUC, Algoma University and Sault College to develop a model for CENEX. The model that is currently being discussed could potentially include an opportunity for a combined facility for private sector investment and academic in research smart energy technology and advanced manufacturing.

### Education:

### Student Events:

Grow our Post-Secondary Institutions was one of the core recommendations of the CAC report and a key goal for FutureSSM. To help support this goal FutureSSM staff has been working with Sault College and Algoma University Student Services to develop community events for students. Events could include a Frosh Week Concert and potential student events throughout the school year.

### Recreation:

### Trail Networks:

Trails provide many benefits, including economic benefits related to tourism, recreation economies, new citizen attraction and creating a healthier more active community. The FutureSSM Staff is currently working on preliminary plans with the Sault Cycling Club and other partners, to develop a new trail network in the north end of the City. Although purpose-built for mountain biking, this trail will be a multi-use trail system open to all human-powered users. Besides mountain bikers, trail users could include runners, hikers, and dog walkers in the summer months, and fat tire biking, snowshoeing and backcountry skiing in the winter months. The trail network would also be able to host existing tourism events such as Crank the Shield, and future events such as trail running races, and winter fat bike and summer mountain bike races.

# FutureSSM Update City Council

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December 10, 2018

# 4 Pillar Approach to Community Development

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Cultural Vitality



Economic Growth  
& Diversity



Environmental  
Sustainability



Social Equity

# Overarching Goals

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1. Promote our Community
2. Refocus economic and Community Development
3. Build our labour force
4. Grow our post-secondary institutions
5. Invite immigration and welcome newcomers
6. Advance Indigenous relationships
7. Improve community well-being
8. Revitalize our downtown

# Community Development Roundtable and Action Teams

CDR Members  
Mayor Provenzano  
Josh Ingram  
Dr. Ron Common  
Asima Vezina  
Jody Rebek  
Dr. David Nanang  
Lucia Reece  
Tim Lukenda  
Chancellor Shirley Horn  
Ralph Barker, PMP, P. Eng  
Donna Hilsinger  
Brenda Stenta  
Resource:  
Al Horsman  
Tom Vair  
Travis Anderson



# Community Development Roundtable and Action Teams

## Arts and Culture

Lead: Donna Hilsinger  
Jasmina Jovanovic  
Ed Turgeon  
Dave Mornix  
Susan Myers  
Helena Huppolainen  
Greg Marshall  
Russel Raven  
Sean Meades

## Downtown Development

Lead: Josh Ingram  
Ashleigh Sauve  
Graham Atkinson  
Kristi Cistaro  
Franco Pastore  
Adrian DeVuono  
Rory Ring  
Sandra Hollingsworth

## Education

Lead: Lucia Reece  
Colin Kirkwood  
Rodney Hanley  
Rose Burton-Spohn  
Jonathon Budau  
Jennifer Wallenius  
Donna Rogers  
Carrie Stewart

## Health

Tom Vair (lead)  
Dr. Ed Hirvi  
Dr. Damien Micomonaco  
Dr. Brian Mitchell  
Dr. Sylvan Spadafora  
Dr. Andy Webb  
Dr. Tim Best  
Penny Moddy-Corbett  
Dr. Jennifer Loo  
Dr. McPhee  
Michael Paciocco

## Energy and the Environment

Lead: Dr. David Nanang  
Colin Kirkwood  
Rob Brewer  
Rob Reid  
Pedro Antunes  
Kieran O'Neill  
Wayne Fiset  
Pamela Perralt  
Stephen Perkio  
Jim Tait  
Dr. Ashley Moerke

## Economic Growth and Development

Lead: Ralph Barker  
Matt Shoemaker  
Kevin Wyer  
Karen Bird  
Dan Hollingsworth  
Pete Bruijins  
Jonathon Coulman  
Ashlee Gerard  
Francine Floreani  
Tim Lavoie  
Jeff Elgie  
Jennifer Johnson  
Susan George

## Social Equity

Lead: Mike Nadeau  
Dr. Marlene Spruyt  
Gary Vipond  
Sean Sparling  
Cathy Syrette  
Michael Maville  
Kim Streich-Poser  
Suzanne Lajambe  
Paul Baldassaro  
Ali Juma  
Annette Katajamaki  
Jame Omollo  
Hugh Stevenson  
Helen J Scott

# FutureSSM Project Team

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**Travis Anderson** - Project Manager

**Katie Elliott** - Communications Coordinator

**Jennifer Mathewson** - Film, Television & Digital Media Coordinator

**Todd Fleet** - Arts & Culture Coordinator

**Paul Sayers** - Labour Force Development Coordinator

\*\*Social Equity Coordinator to start December 17, 2018



# futureSSM



# Updates



# Downtown Development

- **Wayfinding Strategy**
  - Through a competitive RFP process, Corbin Design has been hired to develop a Wayfinding Strategy for Sault Ste. Marie
  - They have completed a 'Signage Analysis' that includes the following recommendations:
    - Control Vehicular Circulation
    - Create Sub-Districts in the Downtown
    - Support and Promote the City Brand
    - Continue to promote free parking
    - Reduce the signage clutter
    - Create a pedestrian wayfinding plan
- **Downtown Development Initiatives**

The Downtown Development Action Team has been working closely with the Downtown Association and City Planning on a number of initiatives including:

- Subcommittee on **public safety**, the creation of a **multiuse, four season event space** that is central to the downtown business area, re-design of Bay Street, updates to the **encroachment guidelines**, City **grant information workshops** for business owners, development of **community furniture** (e.g. Muskoka chairs), installation of **recharging stations** for electric mobility devices, and a **Bondar Pavilion Night Market**.



# Arts & Culture

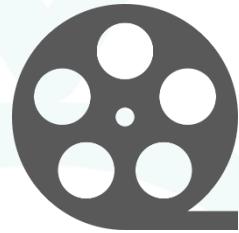
## Community Cultural Plan

The RFP to develop a Community Cultural Plan closed on October 18, 2018 and a recommendation appears elsewhere on the Council agenda. The final deliverable of the Community Cultural Plan will be scheduled for end of May, 2019.

## Community Art Project

CAP will consist of a number of public art initiatives that will be implemented over the course of the FutureSSM project and could include:

- Murals (5 in 2019)
- Traffic wraps (20 in 2019)
- Unique public furniture (2019)
- Other creative artistic and cultural design implementation opportunities as presented



# Film, Television & Digital Media

## Attraction & Promotion

- Toronto Film Circuit Networking
  - FutureSSM met with 12 production companies, and 9 industry organizations.
  - During the trip, the team had 3 production companies with 2019 projects, who were not previously considering Sault Ste. Marie as a location for filming, express interest in coming to the community to do familiarization tours. The first of these visits is scheduled to be in the area December 3-4.

## Support for Productions

- Feature Film, Hammer, filmed for 14 days in and around Sault Ste. Marie.
  - The film provided **50+ FTE and PTE jobs** and 3 training opportunities
  - Contributed approx. **\$1million** in direct and indirect spend
  - **450 hotel nights** booked between August 6 – September 26
  - FutureSSM's Film, Television & Digital Media Coordinator was the liaison for all City services and assisted by:
    - Coordinating internal City department notifications of permits & filming, including road closures and filming on municipal property
    - Participate din location tech scout
    - Assisted in connecting producers with local labour force



# Labour Force Development

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A critical need identified by businesses in Sault Ste. Marie is access to skilled labour.

Actions underway include:

- Meeting with all major employers to document and assemble needs
- Attended Rural Newcomer Job Fair in Mississauga to promote job opportunities in Sault Ste. Marie
  - Spoke to over 100 potential applicants
  - SSM had the busiest booth of over 30 communities who attended
- Actively working with all levels of education to increase student awareness of local opportunities and develop programming to assist local employers
- Conducting outreach to First Nations and Indigenous partners to partner with the fastest growing segment of our population
- Pursuing a 'recruit, retain and repatriate' strategy for Sault Ste. Marie
- Pursuing an immigration strategy, alongside partners, for Sault Ste. Marie

# Other Highlights

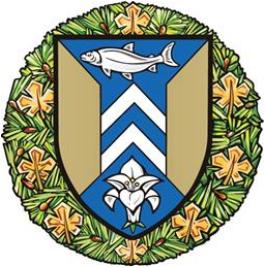
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- Visual Identity and Branding
  - STC and FutureSSM staff have consulted over 150 individuals via 15 one-on-one interviews, 12 theme board workshop sessions, and 2 'pop-up' sessions at Algoma University and Sault College.
- Education/Innovation
  - FutureSSM is currently working with the EDC, SSMIC, PUC, Algoma University and Sault College to develop a model for CENEX. Potential opportunity for a combined facility for private sector investment and academic in research smart energy technology and advanced manufacturing.
- Education
  - FutureSSM staff have been working with Sault College and Algoma University Student Services to develop community events throughout the school year (ex. Frosh Week concert, winter events, etc.) to welcome and integrate students.
- Recreation
  - FutureSSM staff are currently working on preliminary plans with the Sault Cycling Club and other partners, to develop a new trail network in the north end of the city. Although purpose-built for mountain biking, this trail system would be open to all human-powered users. Besides mountain bikers, trail users could include runners, hikers, and dog walkers in the summer months, and fat tire biking, snowshoeing and backcountry skiing in the winter months.

# Celebrate the Positive

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- Labour Force Survey October = 3.6% (ON=5.6%; CAN=5.8%)
- College and University both reported growth in enrollment
- SSMPUC projects place SSM is at the forefront of the energy sector
- SSM received praise at recent Toronto International Film Festival from crew of Giant Little Ones
- National Geographic recently named the Agawa Canyon as one of Canada's 50 Places of a Lifetime



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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Don Elliott, Director of Engineering

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Downtown Traffic Study – EA Process

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#### **PURPOSE**

The purpose of this report is to update Council on progress of the Downtown Traffic Study and outline the environmental assessment process.

#### **BACKGROUND**

In August 2017, Council approved that the City retain the IBI Group to complete an environmental assessment for traffic in the downtown core. The main purpose of the study was to determine what, if any, changes should be made to the current one-way systems.

The study was completed in accordance with the Municipal Class Environmental Assessment process. At the 2018 11 05 meeting, Council was informed that the EA was complete. A previous EA for Bay Street improvements had concluded that Bay Street should be converted from four lanes one-way to three lanes one-way with a multi-use path in the south boulevard. This EA has concluded that the downtown one-way pairs should remain one-way and that Bay Street should be converted from four lanes one-way to two-lanes one way with a multi-use path in the south boulevard and landscaping. This EA is effectively an addendum to the former Bay Street EA.

#### **ANALYSIS**

The Municipal Class Environmental Assessment (MCEA) process was developed in order to assist municipalities in their efforts to comply with the Environmental Assessment Act. It has done so for over thirty years. The process ensures all aspects related to the natural, social and economic environment are considered by the proponent, and agencies and individual members of the public are consulted for input. When the study is complete, notice is provided to the public and to all agencies and individuals on the project mailing list. During the 30 day period after the Notice of Completion, an individual or agency may request a Part II Order if they are not satisfied that an issue has been properly addressed.

Under the Act, the Minister of Environment must rule on whether or not an order is warranted. If a Part II Order is granted, the EA is elevated to a higher level of environmental assessment. If the request is denied, the municipality may proceed with the project at any time for the next ten years.

One of the hallmarks of the process is consultation. The Downtown Traffic Study EA included public and agency consultation by way of two public information centres. Additional consultation included two workshops specifically designed to acquire input from the Downtown Association. The workshops indicated that most of the attendees were content with the recommendation.

The EA was completed under the process as a schedule B undertaking. The required Project File Report (PFR) and appendices are available for viewing on the City website online at: ([www.saultstemarie.ca/DowntownTrafficEA](http://www.saultstemarie.ca/DowntownTrafficEA)). The consultant's evaluation is briefly summarized as follows:

**Vehicular Transportation:** Both one-way and two-way options can provide adequate levels of service, and have potential to reduce speeds. Two-way was favoured for better traffic circulation and ease-of-routing.

**Active Transportation:** Both one-way and two-way can accommodate cycling well. One-way was favoured for accommodating pedestrians and persons with disabilities.

**Socioeconomic:** One-way was favoured for access to parking and construction impacts. Two-way was favoured for access to transit and business visibility.

**Natural Environment:** One-way was favoured as it provides more space for landscaping and vegetation.

**Cost:** One-way was favoured as conversion to two-way will be very costly.

The recommendation of the study is to leave the one-way system in place and, further, that Bay Street be converted from four lanes one-way to two-lanes one-way between Andrew and Pim Streets, with turning lanes at busy intersections. There has been some concern that reduction from four to two lanes will drastically affect traffic flow. IBI traffic specialists have confirmed that two lanes one-way will provide sufficient capacity and level of service, especially if turning lanes are provided for high volume turns at specific intersections. It is noted that streets such as Great Northern Road and Second Line have far more traffic on them and they only have two-lanes in each direction. There are no streets in the City with more than two through lanes in one direction, except Bay Street which has four. It was built at a time when a high demand for traffic flow was predicted, but with the passage of time, that demand did not develop, and has been reduced with the construction of Carmen's Way. The two-lane option reduces

the quantity of asphalt required thereby reducing cost of the current planned resurfacing, future resurfacing, and annual maintenance.

In accordance with the environmental assessment process, a Notice of Completion was published on November 17<sup>th</sup>, 2018. An individual or agency may submit a request to the Minister of the Environment for a Part II Order for a full environmental assessment during the 30 day period following the notice. The notice period expires on December 17<sup>th</sup>, 2018. If no such request is received, the City may proceed with the project. If a request for a Part II Order is received, staff and the consultant will work through the review process with the Ministry and the requestor(s).

The upgrades to Bay Street are tentatively planned for 2019. There is sufficient time for design and tendering by early spring; however, should there be a request for a Part II Order, it will likely be necessary to defer the project to 2020.

Council is being asked to accept the report as information. A representative of IBI Group is in attendance this evening to address questions of Council, and a brief executive summary is attached.

### **FINANCIAL IMPLICATIONS**

The approved budget for the study is \$121,000, and if there are no significant efforts associated with a Part II Order request, the project should be completed within budget. A request will be brought to Council with the 2019 capital budget for the conversion of Bay Street to two-lanes with intersection improvements and a multi-use trail on the south boulevard.

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

This project is linked to the 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 2018 12 10 concerning the Downtown Traffic Study Notice of Completion be received as information.

Respectfully submitted,



Don Elliott, P. Eng.,  
Director of Engineering  
705.759.5329  
[d.elliott@cityssm.on.ca](mailto:d.elliott@cityssm.on.ca)

Downtown Traffic Study – EA Process

2018 12 10

Page 4



# Downtown Traffic Study

## Presentation to Sault Ste. Marie City Council

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### Presentation by:

Scott Johnston, B.Sc., M.A.Sc., P.Eng.  
Associate | Manager  
Transportation Engineering and Planning

### Agenda

1. Peer Review
2. Problem/Opportunity Statement
3. Alternatives
4. Evaluation Framework and Findings
5. Pedestrian Space
6. Vehicular Traffic
7. Public Consultation
8. Cost
9. Recommendations



**IBI GROUP**  
City of Sault Ste. Marie  
December 10, 2018

# Peer Review

## Converted

Hamilton

Cambridge

Kitchener

## Not Converted

Kingston

Peterborough

Oshawa



## Problem/Opportunity Statement

**The City is exploring opportunities to support and improve downtown.** Opportunities considered:

- Two-way conversion
- Lane reductions
- Additional infrastructure for pedestrians and cyclists

## Municipal Class EA Schedule B

- Problem or opportunity
- Alternative solutions
- Potential impacts and mitigations
- Public consultation held and
- Preferred solution

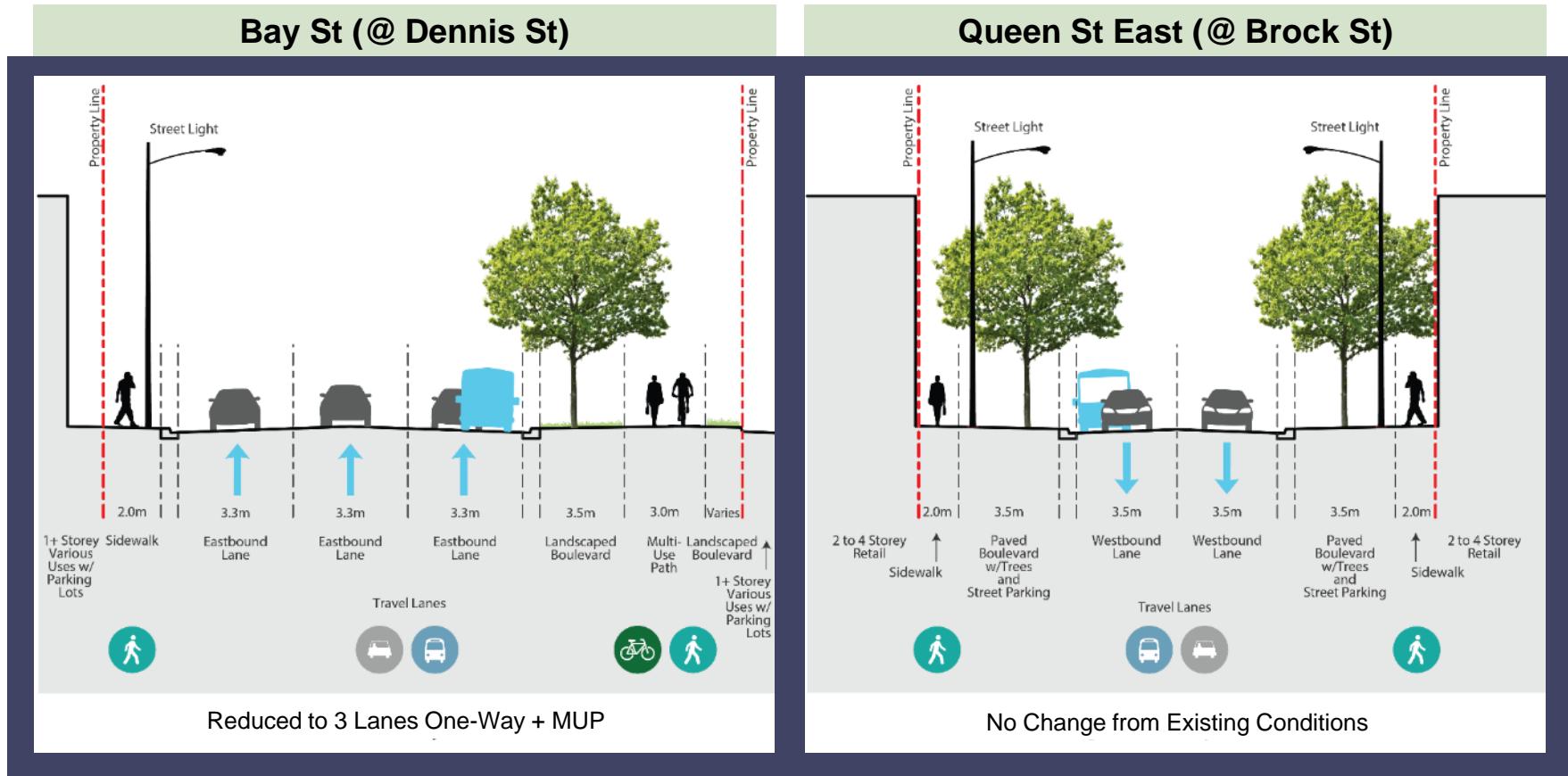
## Alternatives Considered

### **Three alternatives screened for detailed evaluation**

- Alternative 1: Base Scenario - Implement Bay Street EA
- Alternative 1A: Modify Bay Street EA to one-way, two lanes
- Alternative 3: Convert Bay St and Queen St to two-way operation

# Alternative 1

3 lane one-way operation on Bay St

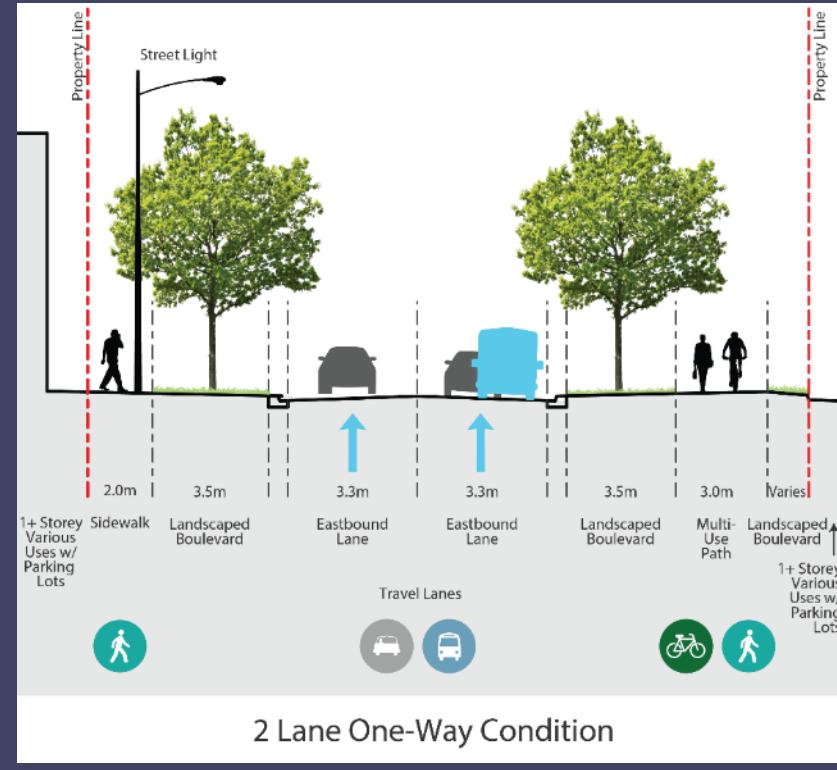


**Notes:** Views facing east, not to scale (dimensions vary and are approximate)

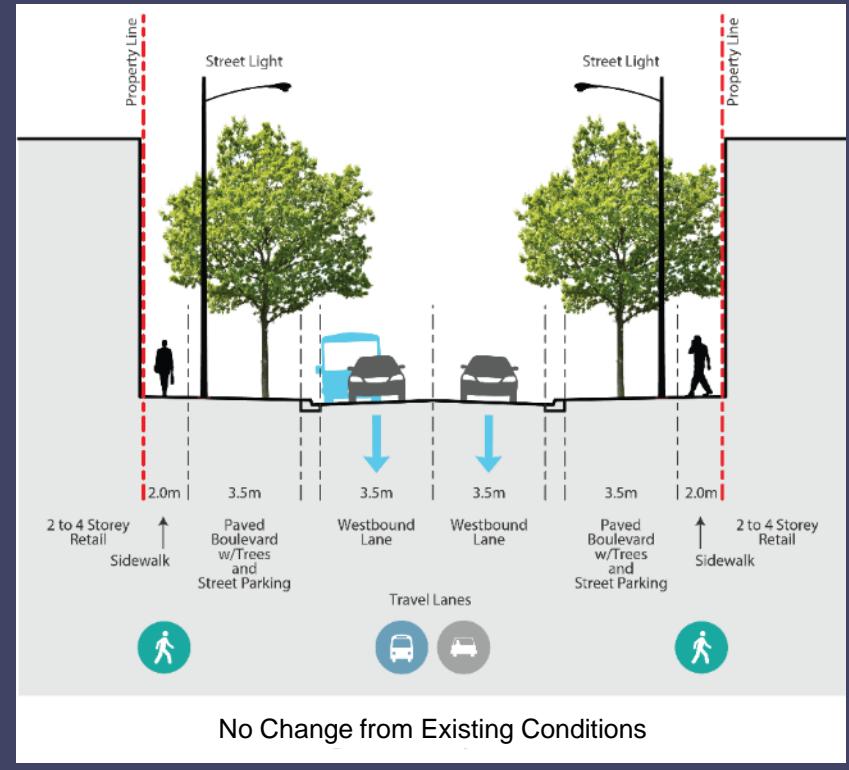
# Alternative 1A

2 lane one-way operation on Bay St

**Bay St (@ Dennis St)**



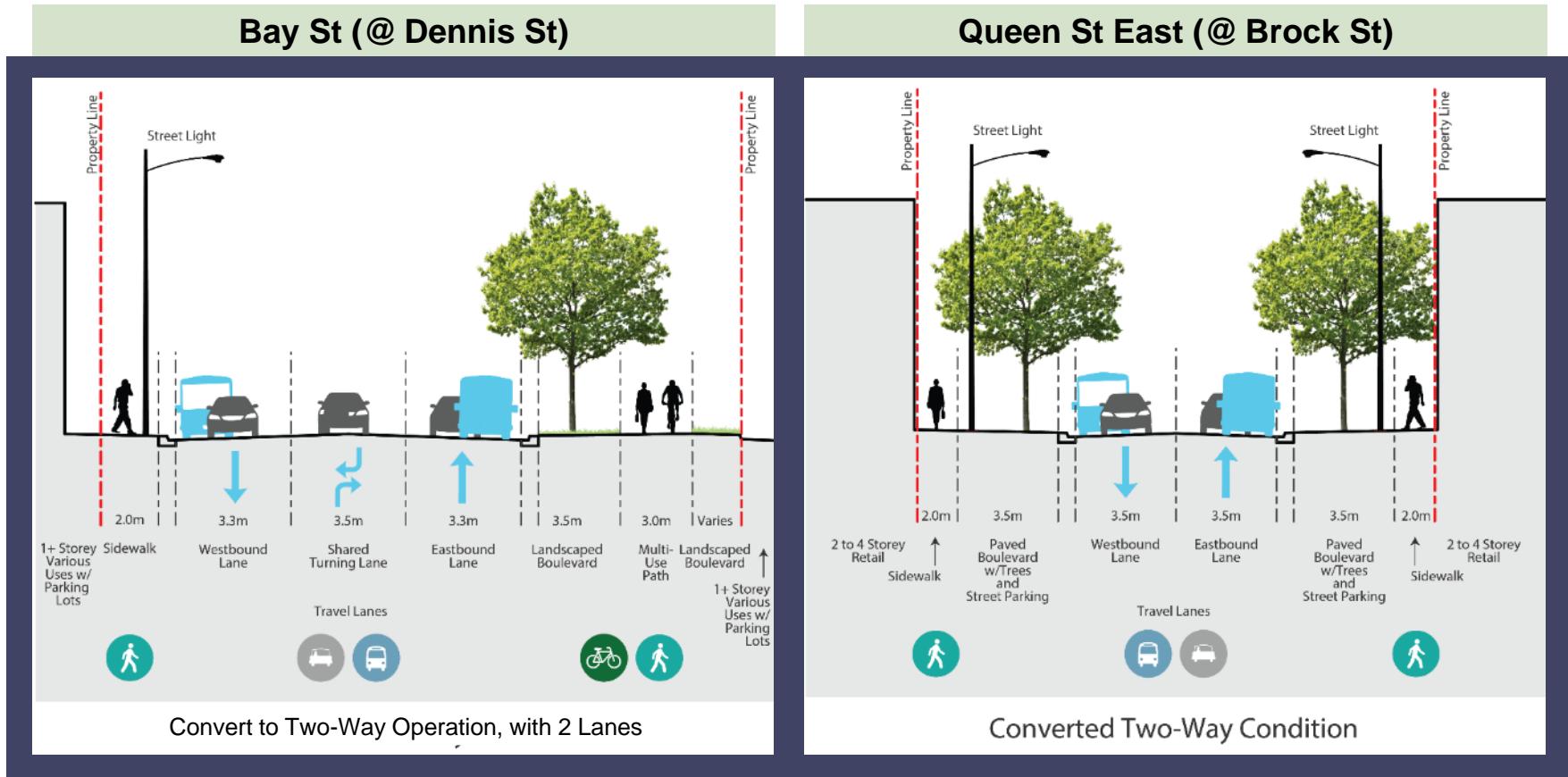
**Queen St East (@ Brock St)**



**Notes:** Views facing east, not to scale (dimensions vary and are approximate)

# Alternative 3

## Two-way operation on Bay St and Queen St



**Notes:** Views facing east, not to scale (dimensions vary and are approximate)

# Evaluation Framework and Findings

Criteria	Sub-criteria	Alternative 1 Base Scenario – Implement Bay Street EA (Three Lanes One- Way and MUP)	Alternative 1A Modified Base Scenario – Implement Bay Street EA (Two Lanes One-Way and MUP)	Alternative 3 Convert Bay Street and Queen Street to two-way operation
<b>Vehicular Transportation</b>	Traffic Level-of-Service	✓	✓	✓
	Potential to Reduce Traffic Speed		✓	✓
	Traffic Circulation, Ease-of-Routing			✓
<b>Active Transportation</b>	Pedestrian Space	✓	✓	
	Cycling Facilities	✓	✓	✓
	Accessibility for Persons with Disabilities		✓	
<b>Socioeconomic</b>	Access to Parking	✓	✓	
	Access to Transit			✓
	Business Visibility			✓
	Construction Impacts	✓	✓	
<b>Economic Development</b>	Wayfinding	✓	✓	✓
	Development	✓	✓	✓
<b>Cultural</b>	Heritage Features	✓	✓	✓
<b>Natural</b>	Air Quality	✓	✓	✓
	Landscape and Vegetation		✓	
<b>Engineering and Cost</b>	Capital Cost	✓	✓	
	Maintenance	✓		✓
	Property Acquisition	✓	✓	✓
<b>Overall</b>			✓	

# Pedestrian Space for Two-Way on Queen St

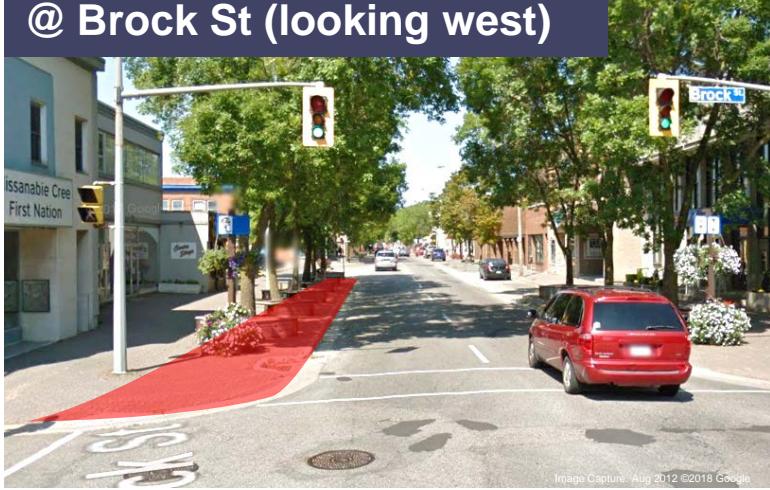
@ Bruce St (looking west)



@ East St (looking west)



@ Brock St (looking west)



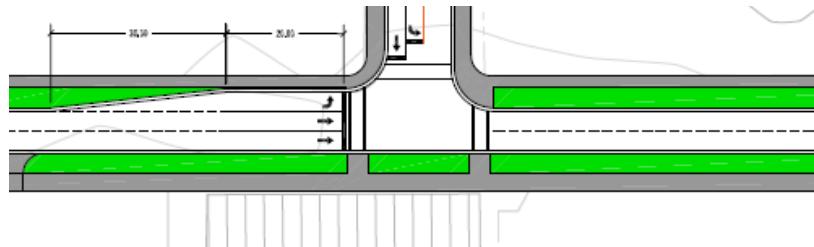
Removal (**in red**) of planters and narrowing of sidewalks to accommodate two-way operation on Queen St

# Vehicular Traffic

## Bay St Suitable for Road Diet

- Vehicle to Capacity Ratio < 0.8 for 4, 3 or 2 lanes
- Turning lanes still recommended at busier intersections
  - Bruce St
  - Elgin St
  - Spring St
  - Brock St
  - East St

**Bay St @ Bruce St**



**Bay St @ Elgin St**



**Bay St @ Spring St**



# Public Consultation

## Opportunities

- 2 Public Information Centres
- Workshop with Downtown Association
- 30-day public review period

## Comments Received

- Mixed opinion on two-way vs one-way
- Desire for:
  - Improved conditions/facilities for pedestrians and cyclists
  - Reduced vehicle speeds
  - Signage (wayfinding) should be improved
  - Directing tourists towards downtown
  - Improved access for persons with disabilities

# Cost

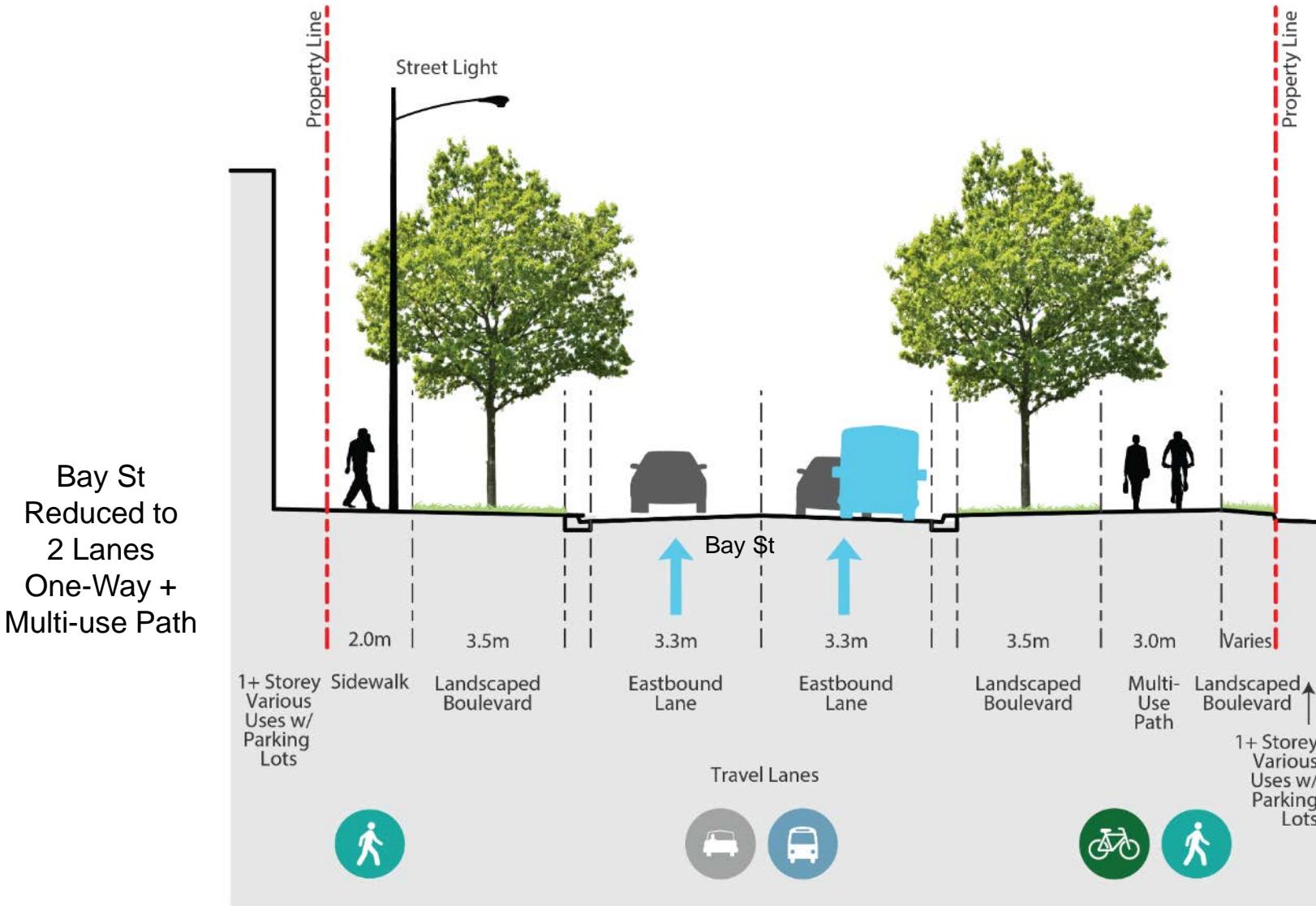
## Capital Costs

- Alternative 3 two-way substantially more expensive than alternatives 1 or 1A (approximately \$9M vs \$3M)
- Two lanes (\$2.7M) cost less than three lanes (\$2.9M)

## Maintenance Costs

- Landscaped boulevards and multi-use paths cost more than street lanes
- Alternative 1A more expensive for ongoing maintenance

# Recommendations: Proceed with Alternative 1A



# 30-Day Public Review

## Notice of Completion and Draft Project File Report

- Issued November 16, 2018
- Review period ends December 17, 2018
- Following period, project may proceed (provided no Part II Order)

## Questions and Comments

### Carl Rumiel

Design and Construction Engineer  
Public Works and Engineering Services

City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6  
705-759-537  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)

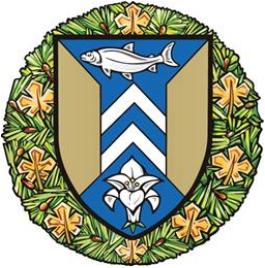
### Scott Johnston

Associate | Manager  
Transportation Engineering and Planning

IBI Group  
100 - 175 Galaxy Blvd  
Toronto ON M9W 0C9  
416-798-5503  
[sjohnston@IBIGroup.com](mailto:sjohnston@IBIGroup.com)







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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Jonathan Kircal, Planner

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** A-14-18-Z – 11 White Oak Drive East

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#### PURPOSE

The applicant is seeking Council's approval to rezone the subject property to permit an auto parts store as an additional permitted use within the existing building. The applicant wishes to legalize 4 existing accessory freight containers currently located in the southeast section of the subject property.

#### PROPOSED CHANGE

The applicant, 1022386 Ontario Inc., is seeking Council's approval to rezone the subject property by amending the existing Special Exception to the "M1 – Light Industrial" zone to include an auto parts retailer as an additional permitted use, and to permit up to four accessory use freight containers.

#### Subject Property

- Location: property is located at the south-east corner of White Oak Drive and North Street.
- Size: 76.2m along White Oak Drive East by 122m along North Street, totalling .94ha.
- Present Use: National Automotive Parts Association (NAPA), four accessory use freight containers, and Canadian Bearings.
- Owner: 1022386 Ontario Inc.

#### BACKGROUND

The subject property has had a variety of uses, which have included Blue Bird Bakery, Spill Tech Industries, Lumsden Brothers Cash and Carry, Sault Ste. Marie Disposal Inc. and The Brick.

In 2001, City Council had approved an application to permit a warehouse and recycling depot for cardboard and paper products. In 2007, City Council approved a rezoning application to permit the sales and service of furniture and

appliances in the “M1” - Light Industrial Zone. As a condition of approval, outdoor storage was not permitted on the subject property. At the May 13, 2013 meeting, City Council had approved a temporary zoning to allow a “food trailer” to operate for up to three years on the subject property.

## **ANALYSIS**

### **Conformity with the Official Plan (OP) and Provincial Policy**

Policy I.10 (Industrial - Commercial Areas) notes that properties with frontage on White Oak Drive East between North Street and Sackville Road, may be zoned to permit a combination of select commercial and industrial uses. Automobile sales is a permitted use and the zoning by-law recognizes auto parts dealers as a similar use to automobile sales. This application meets the intent and purpose of the Official Plan.

Coordinating development in a manner that achieves land use compatibility is promoted by the Provincial Policy Statement. Strengthening the local economy and supporting the region’s entrepreneurs is a defining element in the Growth Plan for Northern Ontario.

### **Comments**

The subject property is subject to site plan control and is situated between a variety of land uses, ranging from industrial and commercial to residential, the latter which is the more sensitive land use. The property serves as a buffer or transition zone between these uses. The zoning by-law designates the property as “M1” (Light Industrial Zone), and those to the west as “M2” (Medium Industrial Zone).

### Land Use Impacts

The purpose of the “M1” (Light Industrial Zone) is to permit the location of low-density industrial uses in a campus-like setting that are expected to generate very minimal land use impacts, such as dust, noise, odours and vibrations.

The introduction of an auto parts retailer and wholesaler is not anticipated to generate land use impacts beyond what can be expected from other permitted uses. Further, the business nature of NAPA, that of being an automotive parts retailer for the general public and for the local auto-related establishments, is similar in nature to the current Special Exception.

Customer entrances, parking spaces and parking circulation are located to the east side of the building and away from the residential land uses located on the west of North Street.

### Shipping Containers and Screening

There are currently four accessory freight use containers on the southeast section of the property. However, because of their close proximity to the rear lot

line, they do not comply with the zoning by-law's minimum distance requirements. Existing trees and a fence minimize the visual impact to an acceptable level by providing a visual buffer between the containers and the residential property to the south.

Reducing the minimum distance requirement to permit accessory freight use is recommended with the condition that they should be located no less than 45 metres from North Street.

#### Landscaping

A minimum of 75% of the front and exterior side yards are required to be landscaped and to meet the zoning by-law requirements. The exterior side yard facing North Street meets this requirement while the front side yard facing White Oak Drive does not. Landscaped front yards are not a characteristic of White Oak Drive. Planning Staff recommends waiving the front side yard requirement.

#### Parking Requirements

Applying the “industrial plaza” parking ratio of 2 spaces per 100 square meters is appropriate and would require 58 parking spaces. The applicant is proposing 8 parking spaces, 6 of which are barrier-free.

The key issue regarding this proposal is whether the expected level of land use impacts from the proposal will be within a suitable range for the surrounding land uses, especially residential uses which exist to the south and west of the subject property.

This proposal seeks to both permit an auto parts dealer in an existing building, as well as include four accessory freight use containers. The intent and purpose of the Official Plan and zoning by-law are maintained. This proposal is also more compatible with surrounding land uses than what had previously existed on this site, and what is permitted in the existing zoning by-law.

#### **Consultation**

The following Departments/Agencies commented on this Application as part of the consultation process:

- No comments/objections – Municipal Heritage Committee, Public Works and Transportation, Fire Services, Legal Department, Community Development & Enterprise Services, Economic Development Corporation, PUC Services, Conservation Authority, and Ministry of Municipal Affairs and Housing
- See attached comments from Engineering and Building

Correspondence from the Building Division states that review by a professional engineer of the four storage containers at the rear of the property to attest to the structural integrity of the container, foundation and life safety items must be

completed and submitted to the Building Division prior to the issuance of a building permit.

Correspondence from the Municipal Services Engineer states that while Engineering has no concerns regarding the amendment to the Zoning By-law, they do note that there is a 10ft. drainage easement across the south end of the property, and that the attached site plan shows existing garbage and container storage in the area. The location of these structures should meet the terms of the easement. This will be further examined in the Site Plan Control stage.

As of the date of preparing this report, Staff have not received any comments from neighbours.

### **FINANCIAL IMPLICATIONS**

Approval of this Application will not impact municipal finances.

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

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

### **SUMMARY**

The applicant is requesting a rezoning to permit an auto parts dealer in an existing building as well as four accessory use freight containers. Approval of this application will promote the active industrial and commercial use of the subject property without compromising the quality of life of adjacent property owners.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner, dated 2018 12 10 concerning Rezoning Application A-14-18-Z be received, and that Council approve the application and rezone the subject property from M1.S245 (Light Industrial Zone with Special Exception 245) to M1.1.245 (Light Industrial Zone with Special Exception 245) with the following amendments:

1. An auto parts retailer as an additional permitted use.
2. Up to four accessory use freight containers as an additional permitted use with the condition that they are located no less than 45 metres from North Street.
3. Waiving the required front yard landscaping on White Oak Drive East.

Respectfully submitted,

A-14-18-Z – 11 White Oak Drive East

2018 12 10

Page 5.

J.kircal

Jonathan Kircal  
Planner  
705.759.6227  
[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)

# **REZONING APPLICATION A-14-18-Z**

## **BUILDING DIVISION COMMENTS**

**SUBJECT: REZONING APPLICATION – M1 TO M1**

**ADDRESS: 11 WHITE OAK DRIVE EAST**

**Date:** 2018-11-14

**To:** PLANNING DEPARTMENT: Don McConnell

**From:** BUILDING DIVISION: Gary Schryer

### **BUILDING DIVISION COMMENT:**

#### **Data**

- Zoning = M1 - Light Industrial Zone with a special exception (S-245) to permit the sale and service of furniture and appliances, in addition to the uses permitted in the Light Industrial Zone (M1). Outdoor storage is not permitted on the subject property.
- Site is regulated by Development Control
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

#### **Setback Review**

The following setback review is based on Minor Variance Application A1/06

- North Front Yard – minimum required setback is 15.0 meters, 6.0 meters was approved
- West Exterior Side Yard – minimum required setback is 15.0 meters, 7.3 meters was approved

No addition to the existing building has been proposed as part of this application, additional setback review not required.

#### **Proposed Land Use**

Building use will be reviewed as an Industrial Plaza - *A building or group of buildings divided into units for separate occupancy by different industrial uses for which common loading and parking facilities and other common services may be provided. A maximum of 30% of the plaza's gross floor area may be occupied by commercial uses.*

#### **Landscape**

14.1.2. of Zoning By-Law 2005-150 requires that 75% of the required front and exterior side yards are landscaped. The front yard of this property is asphalt from the sidewalk to the building. The only landscaping is on the boulevard along North Street. A minor variance may be required to address the lack of landscaping.

#### **Parking**

Industrial Plaza requires 2 spaces per 100 m<sup>2</sup>. The existing building area is 2,984.51 m<sup>2</sup>, which will require 15 parking spaces, two of which must be barrier free spaces.

#### **Comment**

The four storage containers that have been placed at the rear of the property were installed without a building permit. Review by a professional engineer attesting to the structural integrity of the container, foundation, and life safety items must be completed and submitted to the building division for review and issuance of a building permit. No objections to the issuance of permits for the interior renovations.



## **Stephanie Perri**

---

**From:** Don McConnell  
**Sent:** Wednesday, November 21, 2018 2:08 PM  
**To:** Stephanie Perri  
**Subject:** FW: A-14-18-Z - 11 White Oak Drive East

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Maggie McAuley  
**Sent:** Monday, November 19, 2018 2:07 PM  
**To:** Don McConnell <[d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@cityssm.on.ca)>  
**Cc:** Susan Hamilton Beach <[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)>  
**Subject:** A-14-18-Z - 11 White Oak Drive East

Hi Don,

Engineering Division has reviewed the proposed amendment to the Zoning By-law and have no concerns. We do note that there is a 10 ft drainage easement across the south end of the property and the attached site plan shows existing garbage and container storage in the area. The location of these structures should meet the terms of the easement.

Regards,

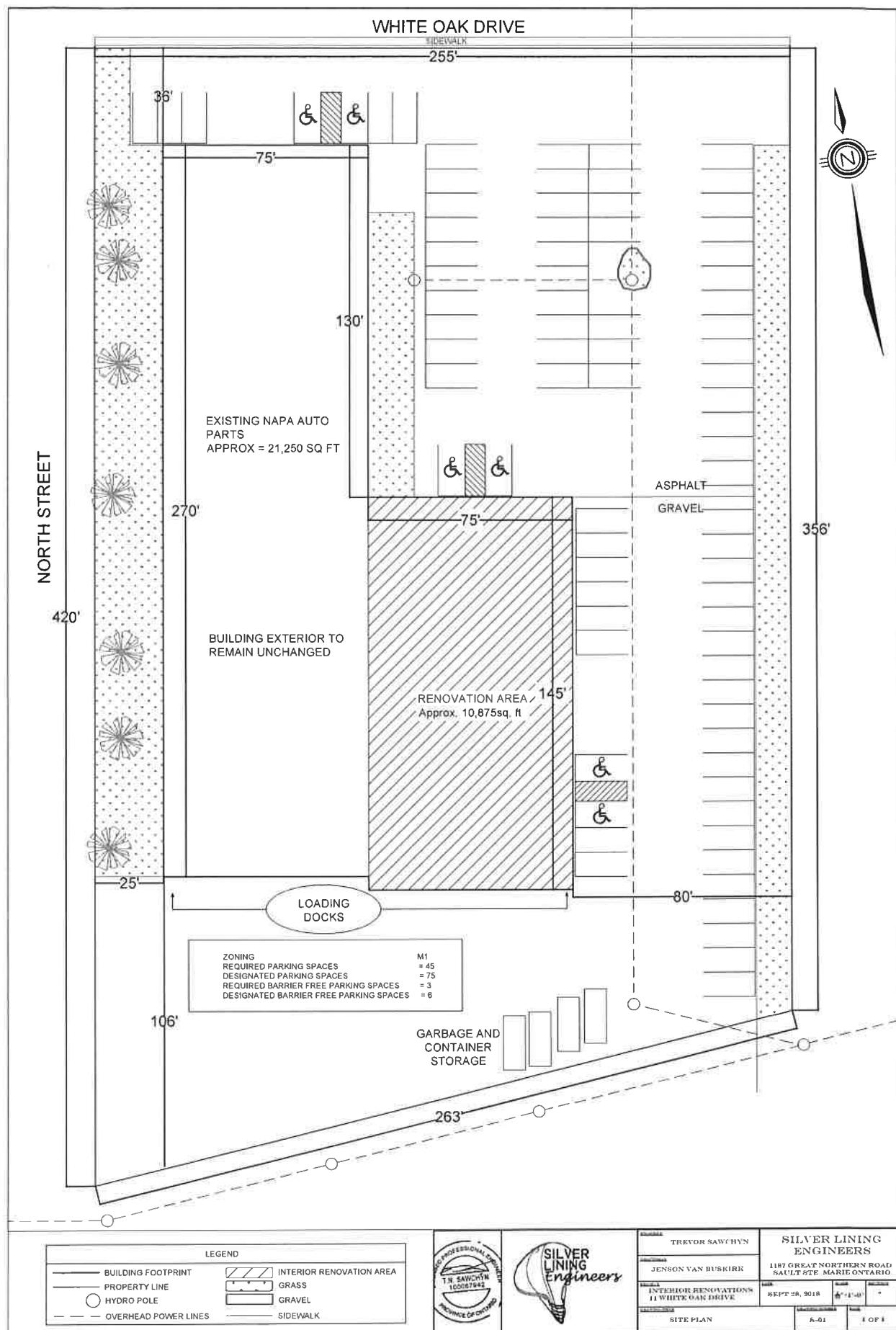


**Maggie McAuley, P.Eng.**  
Municipal Services Engineer,  
Engineering Division  
Public Works and Engineering Services  
City of Sault Ste. Marie  
t. 705.759.5385  
[m.mcrauley@cityssm.on.ca](mailto:m.mcrauley@cityssm.on.ca)

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99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)





# Subject Property



Application Map Series	Legal Department Reference	Sault Ste. Marie
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 <b>Sault Ste. Marie</b> <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstmarie.ca">saultstmarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a>
Property Information	Legend	
Civic Address: 11 White Oak Drive East Roll No.: 030056015000000 Map No.: 59 / 1-74 Application No.: A-14-18-Z Date Created: Nov. 05, 2018	 Subject Property: 11 White Oak Drive East  Parcel Fabric	This map is for general reference only. Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
		 

# Subject Property

32

White Oak Drive West

13

11

9

691

689

685

8

679

Bainbridge Street

3

North Street

White Oak Drive East

27

45

11

708

704

700

124

## Application Map Series

- Subject Property  Official Plan Landuse
- Existing Zoning  Aerial Image
- Official Plan Amendment

## Property Information

Civic Address: 11 White Oak Drive East  
 Roll No.: 030056015000000  
 Map No.: 59 / 1-74  
 Application No.: A-14-18-Z  
 Date Created: Nov. 05, 2018

## Legend

-  Subject Property: 11 White Oak Drive East
-  Parcel Fabric

Page 239 of 404



**Sault Ste. Marie**

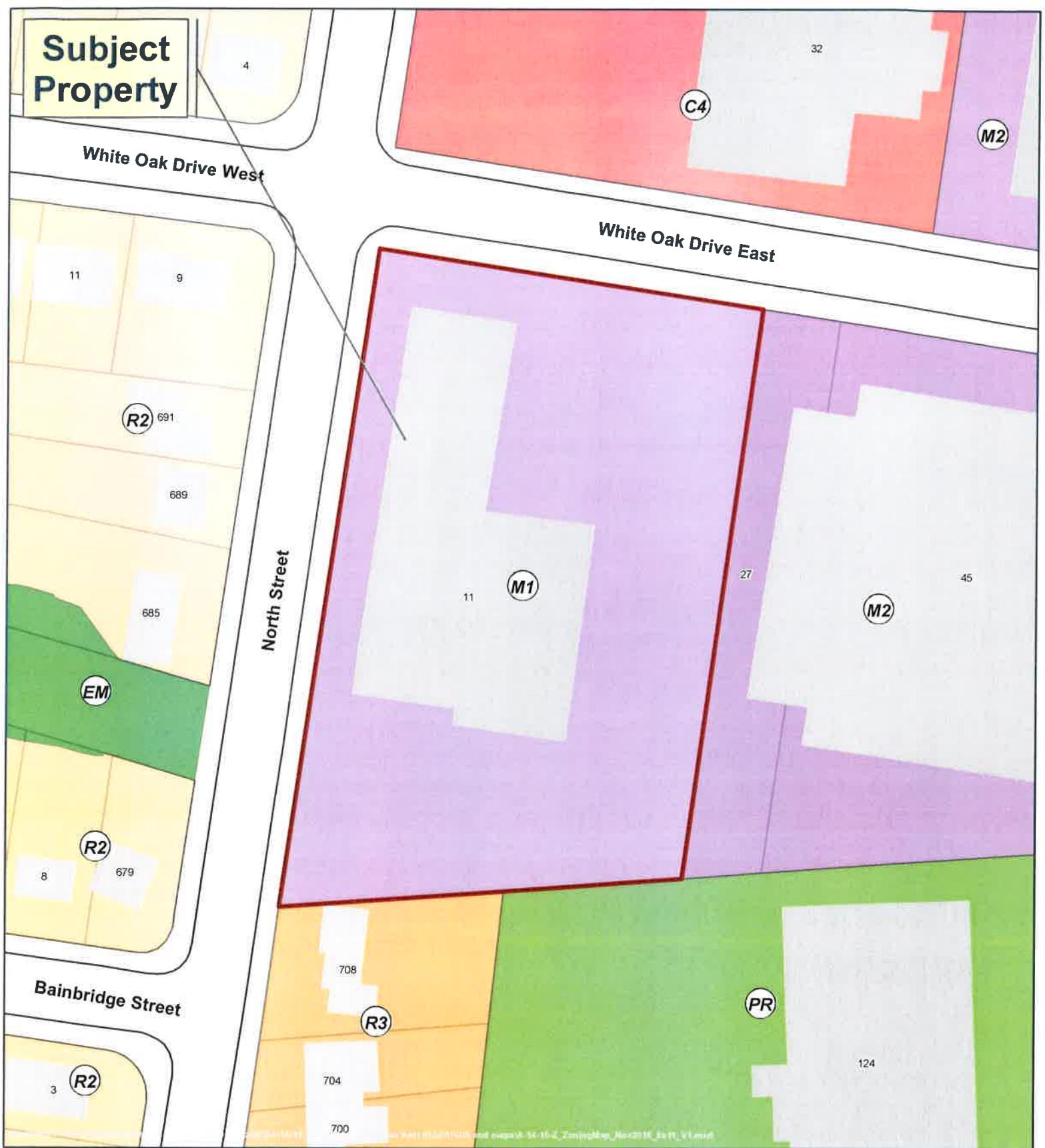
## Planning and Enterprise Services

Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)  
This map is for general reference only  
 Orthophoto: None  
 Projection Details  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983



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20 Meters  
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# Subject Property



## Application Map Series

- Subject Property  Official Plan Landuse  
 Existing Zoning  Aerial Image  
 Official Plan Amendment

## Property Information

Civic Address: 11 White Oak Drive East  
 Roll No.: 030056015000000  
 Map No.: 59 / 1-74  
 Application No.: A-14-18-Z  
 Date Created: Nov. 05, 2018

## Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
C7 - Commercial Transition Zone	R5 - High Density Residential Zone
C7p - Riverfront Zone C7hp	R6 - Mobile Home Residential Zone
C8 - General Commercial Zone, G4p	I1 - Institutional Zone
C9 - Shopping Centre Zone	EM - Environmental Management Zone
C10 - Highway Zone	PR - Parks and Recreation Zone
H2 - Highway Zone	RA - Rural Area Zone
I1 - Industrial Zone	R7 - Rural Precambrian Uplands Zone
M1 - Light Industrial Zone	REX - Rural Aggregate Extraction Zone
M2 - Medium Industrial Zone, M2hp	AIR - Airport Zone
M3 - Heavy Industrial Zone	PU - Public Utility Zone
R1 - Estate Residential Zone	CU - Commercial Dock
R2 - Single Detached Residential Zone, R2hp	PF - Parcel Fabric



**City of Sault Ste. Marie**

**Planning and Enterprise Services**  
**Community Development and Enterprise Services Department**

99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
[saultstmarie.ca](http://saultstmarie.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)

This map is for general reference only

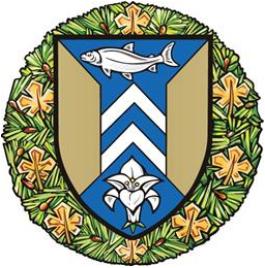
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N  
 GCS North American 1983

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

### C O U N C I L   R E P O R T

December 10, 2018

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

**AUTHOR:** Rachel Tyczinski, Deputy City Clerk

**DEPARTMENT:** Corporate Services

**RE:** Board and Committee Nominating Committee Appointments

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#### **PURPOSE**

The purpose of this report is to appoint members to the Board and Committee Nominating Committee.

#### **BACKGROUND**

The Appointments Policy was approved by by-law 2016-213 on November 7, 2016. A copy of the policy is attached.

The policy provides that a nominating committee consisting of three members of City Council and the Deputy City Clerk, Secretary-Treasurer of the Committee of Adjustment, Manager of Recreation and Culture, Curator of the Ermatinger-Clergue National Historic Site and the Accessibility Co-ordinator consider all citizen applications with reference to particular skills required by various boards and committees. The nominating committee then provides a slate of recommended citizen applicants to Council for consideration.

#### **ANALYSIS**

Applications for board and committee appointments are currently being received by the City Clerk's office. A report of the Board and Committee Nominating Committee with recommendations for appointments will appear on the January 14, 2019 Council Agenda.

#### **FINANCIAL IMPLICATIONS**

There is no financial impact to the appointment of members of the Board and Committee Nominating Committee.

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

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

Board and Committee Nominating Committee

2018 12 10

Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that Councillors \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ and the Deputy City Clerk, Secretary-Treasurer of the Committee of Adjustment, Manager of Recreation and Culture, Curator of the Ermatinger-Clergue National Historic Site and the Accessibility Co-ordinator be appointed to the Board and Committee Nominating Committee for the period December 10, 2018 to November 14, 2022.

Respectfully submitted,



Rachel Tyczinski  
Deputy City Clerk  
705.759.5391  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)



**Subject:** Appointments

**Service Area:** Boards and Committees

**Source:** City Council

**Date:** 2016 11 07 (By-law 2016-213)

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**Purpose:**

The City of Sault Ste. Marie is committed to ensuring the appointment of qualified candidates to boards and committees in a manner that is open, transparent, fair and equitable and strives for representation that is consistent with the makeup of the community.

This policy outlines the process by which Council members and citizens are appointed to boards and committees, whether they be boards and committees of Council, other boards and committees or boards and committees to which Council nominates members for consideration.

**Public Notice:**

The Clerk's Department issues public notice to all media and the corporate website concerning upcoming vacancies on boards and committees including the form of application approved by Council and the timeline for receipt of applications.

**Applications:**

A citizen must submit an application on the form provided by the City Clerk if he/she is interested in serving on a board or committee. Council members must indicate their interests in writing to the City Clerk following the same timeline as citizen applications.

**Eligibility of Citizens:**

Council may make appointments at their discretion and are not limited to only eligible electors except where provided otherwise by statute. No citizen shall be appointed to more than five (5) boards and committees.

**Eligibility of City Employees:**

City employees are not eligible for appointment to the:

1. Parks and Recreation Advisory Committee
2. Committee of Revision
3. Public Library Board

**Nominating Committee**

A Nominating Committee, consisting of three members of Council and the Deputy City Clerk, Secretary/Treasurer – Committee of adjustment, Manager of Recreation and Culture, Curator –



Ermatinger/Clergue National Historic Site and the Accessibility Co-ordinator shall consider all citizen applications with reference to particular skills required by various boards and committees. The Nominating Committee shall provide a slate of recommended citizen applicants to Council for their consideration.

**Appointments:**

City Council will meet in open session, either at a regular meeting or a special meeting called for that purpose to make appointments to the boards and committees.

The agenda for such meetings shall contain the names of all applicants (council members and citizens) who have indicated an interest in serving on the boards and committees being considered. Further to the Municipal Freedom of Information and Protection of Privacy Act (MFFIPA) the application forms and supporting material for each applicant shall be circulated only to Council.

Council may request further information concerning an applicant, either in writing or by personal attendance at the meeting.

When considering citizen appointments to a particular board or committee, members of council shall consider the recommended slate of applicants recommended by the Nominating Committee. Council shall nominate members of Council for consideration of appointments requiring a member of Council.

Should the number of nominees exceed the number of vacancies for a board or committee, balloting will take place in accordance with the provisions for simultaneous recorded vote in the procedure by-law.

Every appointment made by Council to boards and committees shall be at the pleasure of Council, whether or not the appointment is for a specified time period.

**Appointees Notified:**

The City Clerk notifies all appointees in writing of their appointments following the meeting.



## Toys for Tickets

### Contact(s)

#### **Sydney Swan**

Administrative Support - Legislative Services  
Orillia City Centre  
50 Andrew Street South, Suite 300  
Orillia, ON L3V 7T5  
Sydney Swan [705-325-2299](tel:705-325-2299)  
Email: [Email Contact](#)  
[Map to this Location](#)



Help the City of Orillia turn parking tickets into toys as we kick-off the annual Toys for Tickets campaign on Nov. 1, 2018.

The campaign,

now in its 13th year, invites every person who receives a parking ticket (with the exception of accessible parking violations) in the City of Orillia between Nov. 1 and Dec. 1, 2018, to pay the fine amount by donating a new children's toy of equal or greater value. Since the annual e

vent started in 2006, more than \$31,000 in toys has been donated to local charity groups in lieu of parking tickets.

To donate, bring your parking ticket along with an unwrapped toy in its original packaging and proof of purchase to the Treasury Department on the first floor of the Orillia City Centre during regular business hours (weekdays from 8:30 a.m. to 4:30 p.m.) by Monday, Dec. 3, 2018. The value of the toy must be equal to, or exceed, the amount owing on the fine.

Toys collected will be donated to local toy drives.

### Here is what you need to know

- Every person who receives a parking ticket (with the exception of accessible parking violations) between **November 1, 2018 - December 1, 2018** is eligible to participate in the "Toys for Tickets" program, whereby the parking ticket recipient pays the fine amount by donating a new children's toy.

- Toy donations will only be accepted at the Orillia City Centre, Treasury Department, 1<sup>st</sup> Floor, 50 Andrew Street South, Orillia, until **Monday, December 3<sup>rd</sup> between the hours of 8:30 a.m. and 4:30 p.m.** Toys will not be accepted after this date.
  - The new toy must be unwrapped and in its original packaging. Gift cards will not be accepted.
  - The toy's receipt and the parking violation must be presented at the time of payment.
  - The value of the toy must be equal to or exceed the amount owing on the fine. For example, if the fine amount is \$30.00, then the total value of the toy must be equal to or exceed \$30.00 (including taxes).
  - Donations of more than one toy are accepted as long as the total cost is equal to or exceeds the fine amount.
  - Toy donations that total the infraction's early payment amount will be accepted.
  - Parking ticket recipients that donate a toy that is not equal to the early payment amount of the infraction are required to pay the difference and are subjected to paying the set fine. For example, if the parking infraction is \$30.00 (early payment) \$50.00 (set fine), and the parking ticket recipient donates a toy valued at \$15.00, then the parking ticket recipient must pay the difference remaining on the set fine amount (\$35.00).
- 

© City of Orillia, 50 Andrew Street South, Suite 300, Orillia, Ontario, L3V 7T5, Tel: [\(705\) 325-1311](tel:(705)325-1311), Fax: (705) 325-5178, Email: [help@orillia.ca](mailto:help@orillia.ca)

Designed by eSolutionsGroup

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2018-211

**AGREEMENT:** (AG41) A by-law to authorize the execution of the Agreement between the City, Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure, and the Ontario Agency for Health Protection and Promotion for the assignment of a lease, namely; the Lease dated July 16, 1999, between Infrastructure Ontario and the City.

**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 , Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure, and the Ontario Agency for Health Protection and Promotion, a copy of which is attached as Schedule "A" hereto. This Agreement is for the assignment of a lease, namely; the Lease dated July 16, 1999, between Infrastructure Ontario and the City.

### 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 10<sup>th</sup> day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

**LEASE ASSIGNMENT AND AMENDING AGREEMENT**

THIS LEASE ASSIGNMENT AND AMENDING AGREEMENT (the "Agreement") is dated the 10<sup>th</sup> day of December, 2018.

B E T W E E N:

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

(hereinafter called the "Landlord")

**OF THE FIRST PART;**

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(hereinafter called the "Assignor")

**OF THE SECOND PART;**

- and -

**ONTARIO AGENCY FOR HEALTH PROTECTION AND PROMOTION**

(hereinafter called the "Assignee")

**OF THE THIRD PART.**

**WHEREAS:**

- A. By a lease dated July 16, 1999 (the "Lease"), the Landlord leased to Her Majesty the Queen, in right of Ontario, as represented by the Chair of the Management Board of Cabinet (the "Chair") the premises more particularly described as a portion of the third (3<sup>rd</sup>) floor and a portion of the fourth (4<sup>th</sup>) floor, comprising a rentable area of approximately six thousand, one hundred and eight (6,108) square feet (the "Rentable Area of the Premises"), in the building municipally known as 540 Albert Street East, in the City of Sault Ste. Marie, in the Province of Ontario, as outlined on the plan attached to the Lease as Schedule "B" thereto (the "Premises") for a term of five (5) years, commencing on July 16, 1999 and expiring on July 15, 2004 (the "Original Term"), in addition to other terms and conditions as set out therein.
- B. By a lease extension agreement (gross) dated July 16, 2004 (the "First Lease Extension Agreement") the Landlord and the Chair agreed to extend the Original Term of the Lease, with an extension term commencing on July 16, 2004 and expiring on July 15, 2009 (the "First Extension Term"), in addition to other terms and conditions as set out therein.
- C. By Order in Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties assigned by law to the Chair in respect of the acquisition and disposition of real property, or interests therein, by any means and the holding and management of real property, or interests therein, were assigned to the Minister of Public Infrastructure Renewal ("MPIR").
- D. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to the Minister of Energy and Infrastructure ("MEI").

- E. By a second lease extension and amending agreement dated July 16, 2009 (the "**Second Lease Extension and Amending Agreement**") the Landlord and MEI agreed to extend the Original Term of the Lease, with an extension term commencing on July 16, 2009 and expiring on July 15, 2014 (the "**Second Extension Term**"), in addition to other terms and conditions as set out therein.
- F. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the Ministry of Government Services Act, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure ("**MOI**").
- G. Ontario Infrastructure and Lands Corporation ("**OILC**") has been delegated MOI's authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the Ministry of Infrastructure Act, 2011 dated June 6, 2011.
- H. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI's portfolio.
- I. By a third lease extension and amending agreement dated July 16, 2014 (the "**Third Lease Extension and Amending Agreement**") the Landlord and MOI agreed to extend the Original Term of the Lease, with an extension term commencing on July 16, 2014 and expiring on July 15, 2019 (the "**Third Extension Term**"), in addition to other terms and conditions as set out therein.
- J. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure ("**MEDEI**").
- K. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the Minister of Economic Development, Employment and Infrastructure under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to MOI.
- L. The Lease, as amended, renewed and/or extended, shall hereinafter be referred to as the "**Lease**", and the term of the Lease, as extended or renewed, shall hereinafter be referred to as the "**Term**".
- M. This Agreement is conditional upon each of the Assignor and Assignee obtaining various necessary governmental approvals (collectively, the "**Government Approvals**"), as further set out in Article 2 hereof.
- N. As part of its submission for its Government Approvals, the Assignor requires this Agreement to be executed by the parties hereto.
- O. The Lease contains a covenant on the part of the Assignor, as tenant, not to assign the Lease or sublease all or any part of the Premises.
- P. Notwithstanding the terms of the Lease, the Assignor and the Assignee have requested the Landlord to consent to an assignment of the Lease, as amended and extended, to the Assignee, on the terms and conditions specified herein.

- Q. The Assignor has agreed to assign the Lease and all rights of the Assignor contained therein to the Assignee, effective as of the Effective Date (as defined below).
- R. The Assignee has agreed to assume the Lease and all rights and obligations contained therein from the Assignor, effective as of (and including) the Effective Date (as defined below).

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

#### **ARTICLE 1 - CONFIRMATION OF RECITALS AND DEFINITIONS**

- 1.1 The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 1.2 Unless otherwise set out herein, all capitalized terms herein shall have the meaning ascribed thereto in the Lease.

#### **ARTICLE 2 - GOVERNMENT APPROVALS AND EFFECTIVE DATE OF ASSIGNMENT**

- 2.1 All other provisions of this Agreement shall be subject to this Section 2.1. This Agreement is conditional upon both the Assignor and Assignee obtaining their Government Approvals, which shall be confirmed by the Assignor to the Landlord within one hundred eighty (180) days of execution of this Agreement pursuant to Section 2.2 hereof, failing which this Agreement shall be null and void, in which case the Lease shall continue to be binding between the Assignor and the Landlord.
- 2.2 The Assignee shall promptly notify the Assignor in writing when it has obtained all of its Government Approvals. The Assignor shall, upon receiving all of its Government Approvals and written notice that the Assignee has obtained all of its Government Approvals, provide written notice to the Landlord confirming that both the Assignor and Assignee have obtained all of their Government Approvals (the "**Approvals Notice**"). Within the Approvals Notice, the Assignor shall set out the issuance date of the final government approval instrument which granted the Assignor the authority to transfer its leasehold interest in the Lease to the Assignee, and such date shall be the effective date of the assignment of the Lease contemplated herein (the "**Effective Date**"). The Approvals Notice shall form part of this Agreement and be read and construed together. For clarity, the Effective Date as set out in the Approvals Notice may be a date that is after the date of this Agreement and on or before the date of the Approvals Notice.
- 2.3 The Landlord acknowledges that the Government Approvals may be confidential government documents and the Assignor and Assignee shall not be required to disclose copies of any of their Government Approvals to the Landlord.

#### **ARTICLE 3 - ASSIGNMENT**

- 3.1 The Assignor hereby transfers, sets over and assigns unto the Assignee as of and from the Effective Date, the Assignor's rights, title, estate and interest in and to the Lease, together with the unexpired residue of the term and all extensions and renewals thereof, including all benefits to be derived therefrom and all rights and obligations contained therein, subject to the payment of rent and observance and performance of the covenants, provisos and conditions on the part of the tenant contained therein, to have and to hold same unto the Assignee for its sole

benefit hereinafter.

- 3.2 The Assignor covenants and agrees with the Assignee and the Landlord that, as at the date of this Agreement:

- (i) the Lease is a valid and subsisting lease and that the covenants, provisos and conditions on the part of the Assignor, as tenant, contained therein have been duly observed and performed and the Rent reserved thereby has been duly paid up by the Assignor;
- (ii) neither the Lease nor the Assignor's rights thereunder have been surrendered, waived, released, amended, assigned, encumbered or discounted prior to the execution of this Agreement; and
- (iii) the Assignor has good right, full power and absolute authority to enter into this Agreement and it has not heretofore executed any assignment, sublease or encumbrance of the Lease, and the Lease is in full force and effect without default or breach by any of the parties thereto and without addition or amendment.

#### **ARTICLE 4 - ASSUMPTION OF LEASE**

- 4.1 The Assignee covenants and agrees with the Assignor and the Landlord that:

- (a) the Assignee acknowledges receipt of an executed copy of the Lease (including, without limitation, copies of the First Lease Extension Agreement, Second Lease Extension and Amending Agreement, and Third Lease Extension and Amending Agreement as noted herein) and understands the terms, covenants and conditions contained therein;
- (b) the Assignee has good right, full power and absolute authority to enter into this Agreement and to hold the Lease; and
- (c) the Assignee covenants that from and after the Effective Date, the Assignee shall, throughout the term of the Lease and any extensions or renewals thereof, pay the Rent reserved at the time and in the manner provided in the Lease, observe and perform the covenants, provisos and conditions on the part of the tenant therein set forth.

#### **ARTICLE 5 - LANDLORD'S CONSENT**

- 5.1 The Landlord grants its consent to the assignment contemplated herein, subject to the terms and conditions contained herein.
- 5.2 The consent of the Landlord herein does not constitute a waiver of the necessity for obtaining consent to any further assignment or subletting of the Lease or the Premises, nor shall it be construed or interpreted as a forfeiture or waiver of any of the rights of the Landlord contained in the Lease.
- 5.3 The Landlord hereby releases the Assignor, originally named as Tenant in the Lease, from any and all obligations, liabilities and covenants under the Lease as of the Effective Date and the Assignor acknowledges that it is not released from any obligations prior to the Effective Date.
- 5.4 Notwithstanding anything contained in the Lease to the contrary, the Landlord acknowledges and agrees that the Tenant's option to extend the Term of the Lease provided in subsection 4(b) of the Third Lease Extension and Amending Agreement, as amended herein, shall be assigned to the Assignee and such

option may be exercised by the Assignee, provided that it is so exercised in accordance with the terms of the Lease as set out therein.

**ARTICLE 6 -  
AMENDMENT OF LEASE**

6.1 The following terms and conditions of the Lease shall be amended on the Effective Date as follows:

- (a) All reference to "six (6) months" contained within paragraph 4(b) of the Third Lease Extension and Amending Agreement are deleted and replaced with "three (3) months" with the intention of shortening the allowable notice period for exercising the Tenant's option to extend the Lease. The act of shortening the notice period shall not be construed as the Tenant exercising its option to extend nor shall it bind the Landlord to granting any further option to extend beyond the option granted in paragraph 4(b) of the Third Lease Extension and Amending Agreement.
- (b) Paragraph (g) of the Summary is deleted in its entirety and replaced with the following address for the Landlord and Tenant for the purposes of delivering notices in accordance with Section 6.17 of the Lease:

Landlord: The Corporation of the City of Sault Ste. Marie  
Legal Department  
99 Foster Dr.  
Sault Ste. Marie ON  
P6A 5N1  
Attention: Melanie Borowicz-Sibenik  
Fax: 705-759-5405

Tenant: Public Health Ontario  
480 University Avenue, Suite 300  
Toronto, ON M5G 1V2  
Attention: Chris Pickard, Director, Facilities  
Fax: 647-260-7600

- (c) The "Tenant" under the Lease shall be Ontario Agency for Health Policy and Promotion o/a Public Health Ontario.
- (d) All references in the Lease to "Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure", "MOI", "Ontario Infrastructure and Lands Corporation", "OILC" or other reference to a predecessor in interest of the Assignor shall be deleted and, where appropriate, replaced with the Assignee's name.
- (e) All references in the Lease to "Occupant" shall be deleted and, where appropriate, replaced with "Tenant".
- (f) Section 4.13 of the Lease is deleted in its entirety and replaced with:

The Tenant shall obtain property insurance covering 'All Risks' on a replacement cost basis including extended coverage, Tenant's improvements, and in amounts sufficient to cover the replacement cost of all property in which the Tenant has an insurable interest within the Premises. The Tenant shall also carry Commercial General Liability insurance in an amount not less than \$5,000,000 (Five Million Dollars in Canadian currency), and with policies and insurers acceptable to the Landlord, acting reasonably.

Each policy will name the Landlord as an additional insured as its interest may appear.

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 thirty (30) days prior to any cancellation thereof. The Tenant will provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this clause.

- (g) Section 6.25 of the Lease is deleted in its entirety.

#### **ARTICLE 7 - FIPPA AND OPEN DATA DIRECTIVE**

- 7.1 "**Open Data Directive**" means the Management Board of Cabinet's Open Data Directive, updated on April 29, 2016, as amended and/or replaced.
- 7.2 "**Open Data**" means data that is required to be released to the public pursuant to the Open Data Directive.
- 7.3 The parties acknowledge and agree that this Assignment, including all commercial and financial information herein (if applicable), is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, and the Open Data Directive, each as amended and/or replaced. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Lease or of any information or documents.

#### **ARTICLE 8 - GENERAL**

- 8.1 The Landlord and the Assignee hereby mutually covenant and agree that during the remainder of the Term of the Lease they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Lease.
- 8.2 The Lease shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, subject to the express restrictions contained therein.
- 8.3 The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.
- 8.4 This Agreement may be executed in two or more counterparts each of which shall constitute an original, and such counterparts together shall constitute and be read as one and the same instrument. The parties agree that the delivery of a copy of this Agreement by facsimile, e-mail or other electronic means shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

**BALANCE OF PAGE LEFT INTENTIONALLY BLANK - SIGNATURE PAGE  
FOLLOWS**

**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties hereto under seal on the date written below.

**SIGNED, SEALED AND  
DELIVERED**

Dated this 10<sup>th</sup> day of December,  
2018.

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

Per: \_\_\_\_\_  
Name: CHRISTIAN PROVENZONO  
Title: MAYOR  
Authorized Signing Officer

Per: \_\_\_\_\_  
Name: MALCOLM WHITE  
Title: CITY CLERK  
Authorized Signing Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO AS REPRESENTED BY THE  
MINISTER OF INFRASTRUCTURE, AS  
REPRESENTED BY ONTARIO  
INFRASTRUCTURE AND LANDS  
CORPORATION**

Per: \_\_\_\_\_  
Name:  
Title:  
Authorized Signing Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

**ONTARIO AGENCY FOR HEALTH  
PROTECTION AND PROMOTION**

Per: \_\_\_\_\_  
Name:  
Title:  
Authorized Signing Officer

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

**BY-LAW NO. 2018-212**

**COUNCIL PROCEDURE:** (A1.6) A by-law to adopt the rotation list for Acting Mayor for the current Council session and amend By-law 2013-100.

**WHEREAS** on June 24, 2013, City Council passed By-law 2013-100, the "Procedure By-law" for the Council of the City of Sault Ste. Marie;

**AND WHEREAS** Section 2.5 of By-law 2013-100 requires that a rotation list for Acting Mayor be created at the first regular meeting of Council in its term;

**AND WHEREAS** a rotation list for the current City Council has not yet been created;

**AND WHEREAS** Section 23.7 of By-law 2013-100 requires the Clerk to assign to each motion or by-law a Mover and Seconder;

**NOW THEREFORE** The Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto **ENACTS** as follows:

**1. ROTATION LIST FOR ACTING MAYOR**

During the month indicated in column 1, the Councillor indicated in column 2 shall be the Councillor who shall act as Acting Mayor in accordance with Section 2.5 of By-law 2013-100.

<b>MONTH</b>	<b>COUNCILLOR NAME</b>
JANUARY	PAUL CHRISTIAN
FEBRUARY	SANDRA HOLLINGSWORTH
MARCH	LUKE DUFOUR
APRIL	LISA VEZEAU-ALLEN
MAY	MATTHEW SHOEMAKER
JUNE	DONNA HILSINGER
JULY	RICK NIRO
AUGUST	MARCHY BRUNI
SEPTEMBER	COREY GARDI
OCTOBER	MATTHEW SCOTT
NOVEMBER	PAUL CHRISTIAN
DECEMBER	MATTHEW SHOEMAKER

## 2. **MOVERS/SECONDERS**

Section 23.7 of By-law 2013-100 requires the Clerk to assign to each motion or by-law a mover and seconder to expedite the consideration of such matters by Council, provided any such designation shall be shown on the Agenda, subject to the discretion of the Clerk by **removing**:

“Month of Meeting	Mover shall be one of the members from:	Seconder shall be one of the members from:
January	Ward 1	Ward 6
February	Ward 2	Ward 5
March	Ward 3	Ward 4
April	Ward 4	Ward 3
May	Ward 5	Ward 2
June	Ward 6	Ward 1
July	Ward 1	Ward 6
August	Ward 2	Ward 5
September	Ward 3	Ward 4
October	Ward 4	Ward 3
November	Ward 5	Ward 2
December	Ward 6	Ward 1”

and **replacing** with:

“Month of Meeting	Mover shall be one of the members from:	Seconder shall be one of the members from:
January	Ward 1	Ward 5
February	Ward 2	Ward 4
March	Ward 3	Ward 1
April	Ward 5	Ward 2
May	Ward 4	Ward 3
June	Ward 1	Ward 5
July	Ward 2	Ward 4
August	Ward 3	Ward 1
September	Ward 5	Ward 2
October	Ward 4	Ward 3
November	Ward 2	Ward 5
December	Ward 3	Ward 1”.

3. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

**PASSED** in Open Council this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

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

**BY-LAW NO. 2018-213**

**FINANCING:** (F1.3) A by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2019.

**WHEREAS** Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

**WHEREAS** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

**THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Royal Bank of Canada** and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Municipality

as set out in the budget adopted for the current year or \$10,000,000.00, whichever is less.

4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.
5.
  - a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
  - b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.
6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.
8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.
10. This by-law shall take effect on the final day of passing.

**PASSED** in open Council this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

\v\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-213 Borrowing Current Expenditures.docx

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2018-214**

**FINANCING:** (F1.3) A by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.

**WHEREAS** Section 401 of the *Municipal Act, 2001* states a municipality may borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt; and

**WHEREAS** the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$15,000,000 for short and long term purposes, the capital expenditures of the Corporation under its construction by-laws; and

**WHEREAS** the Public Utilities Commission of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$6,200,000 for short and long term purposes;

**WHEREAS** the total amount of the estimated revenues of the Corporation for the year 2014 not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets is estimated to be in excess of \$175,000.00;

**THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The Mayor and the Treasurer are hereby authorized on behalf of the Corporation to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$15,000,000 for short and long term purposes to finance the capital expenditures of The Corporation of the City of Sault Ste. Marie under its construction by-laws, and to give on behalf of the Corporation to the Bank or lender a promissory note or notes sealed with the corporate seal and duly signed for the moneys so borrowed with interest which may be paid in advance or otherwise, with interest at the bank's prescribed lending rate or other persons' lending rate from time to time.

2. The Public Utilities Commission of the City of Sault Ste. Marie is hereby authorized to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$6,200,000 for short and long term purposes to finance the capital expenditures of the Public Utilities Commission of the City of Sault Ste. Marie.
3. All sums borrowed pursuant to the authority of this by-law as well as all other sums borrowed by the Corporation in this year and in previous years from the said Bank or lender and remaining unpaid shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
4. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
5. Long term purposes is defined as a loan with a fixed rate and term.
6. **EFFECTIVE DATE**

This by-law is effective January 1<sup>st</sup>, 2019.

**PASSED** in open Council this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**



## AGREEMENT

THIS AGREEMENT made as of the 10th day of December, 2018

BETWEEN

*Lord Cultural Resources Planning & Management Inc.*  
with offices at 1300 Yonge Street, Suite 400,  
Toronto M4T 1X3

("Lord Cultural Resources")

and

*City of Sault Ste. Marie*

("Client")

## BACKGROUND

- A. The Client desires to retain Lord Cultural Resources' services to:  
Develop an Arts, Culture and Heritage Plan for the City of Sault Ste. Marie  
(the "Project")
- B. Lord Cultural Resources has agreed to provide consulting services for the Project as set out in this Agreement.

The parties have agreed as follows:

### 1. APPOINTMENT OF LORD

- 1.1 The Client appoints Lord Cultural Resources to render consulting services for the Project and Lord Cultural Resources accepts the appointment on the terms and conditions of this Agreement. Lord Cultural Resources annexed proposal, *Proposal for an Arts, Culture*

1300 Yonge Street  
Suite 400  
Toronto, Ontario  
Canada M4T 1X3  
T: 1 (416) 928 9292  
F: 1 (416) 928 1774  
[info@lord.ca](mailto:info@lord.ca)  
[www.lord.ca](http://www.lord.ca)

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● BEIJING

● NEW YORK

● MUMBAI

*and Heritage Plan*, dated October 19, 2018, (the "Proposal") forms an integral part of this Agreement.

- 1.2 To the extent that Lord Cultural Resources has commenced the provision of services for the Project prior to the date hereof, it is agreed that all such services shall be deemed to have been provided under this Agreement and for the benefit of the Client.

## 2. DESCRIPTION OF SERVICES TO BE RENDERED

The services to be performed by Lord Cultural Resources under this Agreement (the "Services") are described in the annexed Proposal under Section (Methodology).

## 3. FEES, DISBURSEMENTS AND TERMS OF PAYMENT

- 3.1 The Client shall pay Lord Cultural Resources a total of \$50,000 in professional fees and expenses.

- 3.2 The Client shall pay Lord Cultural Resources within 30 days of receipt of Lord Cultural Resources' invoices. Invoices for Services plus expenses will be submitted according to the following payment schedule:

Initial payment (15%)	\$ 7,500
Phase 1	\$ 21,930
Phase 2	\$ 12,070
Phase 3	\$ 8,500

- 3.3 Services shall commence upon Lord Cultural Resources' receipt of the initial payment.

- 3.4 The fees payable by the Client shall constitute Lord Cultural Resources only remuneration under this Agreement. Neither Lord Cultural Resources nor its personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in relation to the Services.

- 3.5 The Client shall pay interest monthly at the rate of 1.5% per month (a rate of 18% per annum) on any sum not paid within 30 days of receipt of Lord Cultural Resources invoices.

- 3.6 Lord Cultural Resources shall keep accurate and systematic accounts and records of the Services in such form and detail as is customary in its profession or in such other format as agreed.

## 4. TIMING OF THE PROJECT

- 4.1 Lord Cultural Resources shall use its best efforts to complete the Services according to the time schedule provided by Lord Cultural

Resources in the Proposal or according to whatever amendments are subsequently agreed to in writing by both parties.

- 4.2 Lord Cultural Resources shall promptly notify the Client in writing of any situation or event arising from circumstances beyond its control or which it could not reasonably foresee, which makes it impossible for Lord Cultural Resources to carry out, in whole or in part, its obligations in a timely fashion. Upon the occurrence of such a situation or event, the completion of the Services shall be extended for a period of time equal to that necessitated by the situation or event and a reasonable period to remobilize for the continuation of the Services.

## 5. LORD CULTURAL RESOURCES' RESPONSIBILITIES

- 5.1 Lord Cultural Resources shall provide all the expert technical advice and skills, normally required for Services for which it is engaged.
- 5.2 Lord Cultural Resources shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carry out all its responsibilities in accordance with recognized professional standards.
- 5.3 Lord Cultural Resources shall in all matters act as a faithful adviser to the Client and, insofar as any of its duties are discretionary, act fairly as between the Client and third parties.
- 5.4 Lord Cultural Resources shall at its own cost and within a reasonable period of time correct any of its errors and/or omissions in the Services to the Client's reasonable satisfaction.
- 5.5 Lord Cultural Resources shall return all materials marked as "to be returned" and supplied by the Client to Lord Cultural Resources for the Project upon the termination or completion of the Agreement, except materials that have been incorporated in the Project.
- 5.6 When carrying out the Services, Lord Cultural Resources shall comply with all safety, working and restricted access including requirements for arranging work outside normal working hours.

## 6. PERSONNEL

- 6.1 The Services shall be carried out by the following persons (the "Personnel"):

Dov Goldstein, Principal Consultant  
Rebecca Frerotte, Consultant

- 6.2 Lord Cultural Resources warrants that the Personnel are suitably qualified and experienced to carry out the Services. Lord Cultural

Resources reserves the right to substitute consultants of equivalent expertise and experience.

- 6.3 Dov Goldstein shall be the principal contact for Lord Cultural Resources. Tim Gowans shall be the principal contact for the Client.

## 7. THE CLIENT'S RESPONSIBILITIES

- 7.1 The Client shall supply without charge, all pertinent data and information available to it and shall give such assistance as shall reasonably be required for the carrying out of Lord Cultural Resources' duties. The Client shall give its decision promptly on all reports, recommendations and other matters properly referred to it for decision by Lord Cultural Resources so as not to delay or disrupt Lord Cultural Resources' performance of Services.
- 7.2 The Client shall provide Lord Cultural Resources and all its Personnel with full access to other property where necessary to complete the Services.
- 7.3 The Client shall assist Lord Cultural Resources in obtaining liaison with the Client's contacts, departments, and governing bodies to ensure that Lord Cultural Resources shall have reasonable access to all information required for the completion of the Services.
- 7.4 The Client agrees not to solicit nor advise or counsel others in soliciting any Lord Cultural Resources employee for employment with the Client during the term of this Agreement.
- The Client shall ensure that the name "Lord Cultural Resources" will be included in any publication or construction site listing of consultants and/or designers to this Project.
  - The Client agrees that, where Lord Cultural Resources reports are provided in electronic format, they will not change any of the reports without the prior written consent of Lord Cultural Resources.

## 8. ADDITIONAL SERVICES

- 8.1 Upon the Client's written request to perform any additional services supplementary or in addition to the Services ("Additional Services"), Lord Cultural Resources shall submit a cost estimate for the performance of the requested Additional Service. Costs are based on the following fees:

Dov Goldstein, Principal Consultant	\$225 / hour
Rebecca Frerotte, Consultant	\$ 90 / hour

- 8.2 Daily rates for Additional Services requested by the Client are subject to change as of January 1 2019. Lord Cultural Resources shall not proceed with any Additional Services without the Client's prior written authorization
- 8.3 Once the Client's approval has been given to documents submitted by Lord Cultural Resources and Lord Cultural Resources has proceeded to the subsequent stage of work, changes made to the approved documents later by the Client may result in additional costs to the Client.

## 9. ALTERATION OR TERMINATION OF THE AGREEMENT

### 9.1 Alterations

If circumstances arise which call for modifications of the Agreement, these shall be made in writing and must be agreed to by both parties in writing. Any request for modifications shall be given reasonable consideration by both parties.

### 9.2 Assignment

The parties agree that the expertise and experience of Lord Cultural Resources are material considerations for this Agreement. Neither party shall without the other's prior written consent, assign or transfer the performance of any of Lord Cultural Resources' obligations under this Agreement, or assign or transfer any interest in or benefit of, other than monies due or to become due, this Agreement.

### 9.3 Postponement and Termination

#### 9.3.1 By Notice from the Client

The Client may by written notice to Lord Cultural Resources terminate Lord Cultural Resources' Services without assigning any reason. Upon receipt of written notice, Lord Cultural Resources shall take immediate steps to bring Services to a close and to reduce expenditures to a minimum.

#### 9.3.2 By Notice from Lord Cultural Resources

Lord Cultural Resources may terminate its incurring of further obligations under this Agreement upon seven (7) days written notice if the other fails to substantially perform its terms through no fault of the party initiating the termination.

#### 9.3.3 Entitlement of Lord Cultural Resources Upon Postponement or Termination

If the Client elects to terminate Lord Cultural Resources' Services, the Client shall immediately pay all Lord Cultural Resources' outstanding invoices at the time of termination,

plus a reasonable fee for all Services and expenses rendered to that time and for Services and expenses as are necessary to wind up Lord Cultural Resources' work with the Client.

**9.3.4 Rights and Liabilities of Parties**

Termination shall not prejudice or affect either party's accrued rights, claims and liabilities.

**10. CONFIDENTIALITY**

Lord Cultural Resources shall maintain confidential information concerning this Project confidential and proprietary to the Client unless otherwise agreed. However, Lord Cultural Resources may include a brief description of this Project in its promotional material and presentations.

The Client agrees that through this contract it provides explicit consent on behalf of its employees to receive commercial electronic messages from Lord Cultural Resources.

**11. COPYRIGHT OWNERSHIP**

All plans and documents or writings prepared by Lord Cultural Resources pursuant to this Agreement are deemed to be work for hire and the copyright property of the Client. The Client authorizes Lord Cultural Resources' making additional copies of the plans, documents and writings necessary for its use internally and for promotional purposes. Notwithstanding copyright ownership by the Client, the Client shall use its best efforts to ensure that authorship of the plans, documents, and writings is properly acknowledged.

**12. ARBITRATION**

If at any time during the period when Lord Cultural Resources is supplying service to the Client, any dispute, difference or question shall arise between the parties hereto, or any of their representatives touching the project or the construction, meaning or effect of this Agreement, or anything herein contained or the rights or liabilities of the parties hereto, or their representatives under this Agreement, then such dispute, difference or question shall be resolved according to the Arbitration provisions of the laws of the Province of Ontario.

**13. INDEMNIFICATION**

Lord Cultural Resources shall defend, indemnify and hold harmless the Client, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts or omissions by Lord Cultural Resources' officers, employees or agents. The acceptance of Services under this Agreement by the Client shall not operate as a waiver of such right of indemnification.

## 14. GENERAL PROVISIONS

### 14.1 Relationship between the Parties

The relationship of the parties shall be that of independent contractors. Nothing shall be construed as establishing or creating a relationship of master and servant or principal and agent between the Client and Lord Cultural Resources.

### 14.2 Law

This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario (Client).

### 14.3 Definitions

Words importing the singular only also include the plural where the context requires.

### 14.4 Heading

The headings in the Agreement shall not be deemed to be part of or be taken into consideration in its interpretation or construction.

### 14.5 Conditions Not to be Waived

No waiver by either party of any default by the other in performing any provision of this Agreement shall operate or be construed as a waiver of any other default, whether of a like or different character.

### 14.6 Notices

All notices shall be given in writing and shall be deemed to have been given if delivered or sent by personal delivery, courier, telefacsimile or registered post to the designated representative of each of the Parties. Until further written notice shall be given, the addresses of the parties shall be those which follow:

The Client: Mr. Christian Provenzano  
Mayor  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6  
Tel: 705-759-2500

Lord Cultural      1300 Yonge Street, Suite 400  
Resources:      Toronto, Ontario M4T 1X3  
                    Tel: (416) 928-9292  
                    Fax: (416) 928-1774

If sent by registered post notice shall be deemed to have been received on the 4th business day after mailing.

IN WITNESS WHEREOF LORD CULTURAL RESOURCES and The Client have hereunto agreed under the hands of the proper officers authorized in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of:

Lord Cultural Resources

City of Sault Ste. Marie



---

Dov Goldstein

---

Mayor Christian Provenzano

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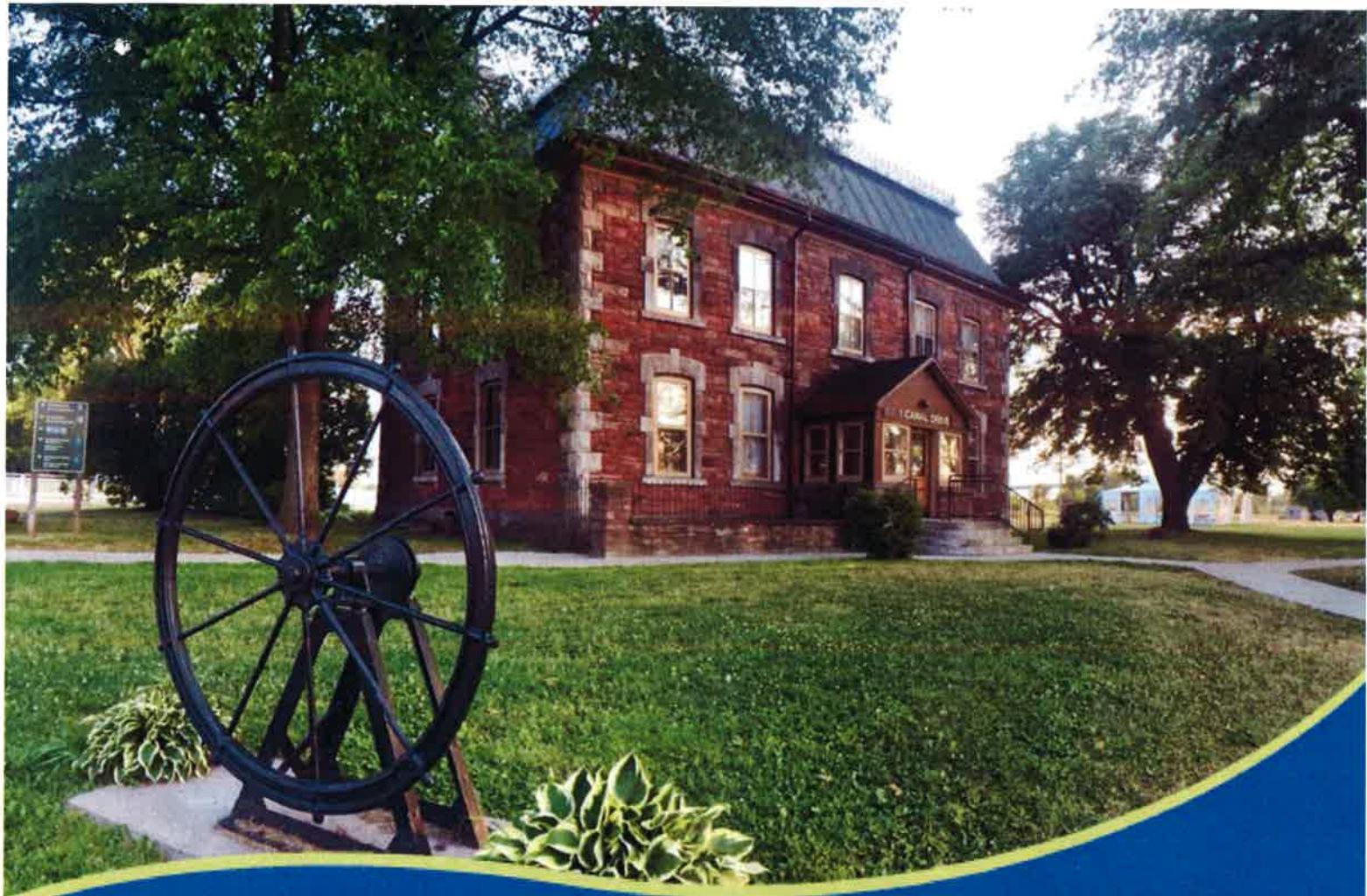
Date

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Date

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City Clerk - Malcolm White



# **City of Sault Ste. Marie**

**File # 2018CDE-CS-04-P  
Proposal for an Arts, Culture and Heritage Plan**

**October 19, 2018**

**Lord**  
Cultural Resources

Lord Cultural Resources is a global professional practice dedicated to creating cultural capital worldwide.

We assist people, communities and organizations to realize and enhance cultural meaning and expression.

We distinguish ourselves through a comprehensive and integrated full-service offering built on a foundation of key competencies: visioning, planning and implementation.

We value and believe in cultural expression as essential for all people. We conduct ourselves with respect for collaboration, local adaptation and cultural diversity, embodying the highest standards of integrity, ethics and professional practice.

We help clients clarify their goals; we provide them with the tools to achieve those goals; and we leave a legacy as a result of training and collaboration.

October 18, 2018

Tim Gowans  
Manager of Purchasing  
The Corporation of the City of Sault Ste. Marie

**Re: Development of an Arts, Culture and Heritage Plan for Sault Ste. Marie**

Dear Mr. Gowans,

It is with great pleasure and enthusiasm that Lord Cultural Resources puts forth this submission in response to the City of Sault Ste. Marie's Request for Proposal to develop an Arts, Culture and Heritage Plan for Sault Ste. Marie. Lord Cultural Resources has extensive experience planning for municipalities across the province, Canada and the United States. We are excited about this opportunity to work with the City, its residents and its stakeholders, to produce an exciting and implementable plan that will help to foster investment and economic development through arts, culture and heritage.

Lord Cultural Resources is one of the world's largest cultural planning consultancies. For over 35 years we have brought the very best of international practices in planning for people and their communities and bring the added value of having organized countless and far-reaching public consultations in both large and smaller communities. The Lord team will be supported by GeoPraxis who will provide GIS services and analysis for the cultural mapping exercise.

Lord Cultural Resources and its team have thoroughly read this Request for Proposal and confirm that we will comply with the provisions therein. This is also to confirm that the undersigned is authorized to bind the Proponent to the contents of the Proposal herein including pricing.

Sincerely,



Dov Goldstein  
Principal Consultant  
Lord Cultural Resources and Team Lead  
Email: [dgoldstein@lord.ca](mailto:dgoldstein@lord.ca)  
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● TORONTO

● LONDON

● BEIJING

● NEW YORK

● MUMBAI

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# 1. Background and Project Purpose



# 1. Background and Project Purpose

Sault Ste. Marie is the largest municipality in the District of Algoma with a population of approximately 73,000 with aspirations of reaching 100,000 by 2037. Bordered by rivers to the south and east and surrounded by three of the Great Lakes, the city is at the heart of the greatest fresh water resource in the world. Additionally, Sault Ste. Marie boasts some of the best mountain biking, skiing, hiking, sailing, camping, and cottage country in North America.

Its natural attributes aside, the municipality recognizes some inherent challenges and "difficult realities" to growth, prosperity and sustainability. A stagnant local economy, an aging population and out net migration and a sub-standard social metric are a few of these realities. And the City has been proactive in addressing these challenges and continues to take major strides in supporting the four pillar approach to creating a great city which includes community economic growth and diversity, social equity, cultural vitality, and environmental sustainability as highlighted in 'A Common Cause and New Direction for Sault Ste. Marie.'

A key recommendation of 'A Common Cause and New Direction for Sault Ste. Marie' was the development of a Cultural Plan that would codify and guide the City towards cultural vitality and to strengthen connectivity amongst those in the creative sector. To that end, the City of Sault Ste. Marie has issued this Request for Proposal for a qualified consulting team to develop an Arts, Culture and Heritage Plan.

Through a robust stakeholder and community engagement process and extensive inventorying of cultural resources (both tangible and intangible), the Plan will identify strengths, weaknesses, challenges, gaps and opportunities for arts, culture and heritage in Sault Ste. Marie that will lead to the development of a vision, a series of goals and objectives and an implementation plan that embraces culture to create a vibrant and prosperous community.

Our team is committed to providing the deliverables as outlined in our work plan below to ensure that the City's goals are achieved. By engaging and listening closely to the needs of the City, stakeholders, the arts, cultural and heritage communities and residents we can help navigate complex issues, prioritize solutions and develop a plan that is exciting, forward-looking and implementable.

## 2. Our Qualifications and Experience



## 2. Our Qualifications and Experience

As stated in the Introduction, the work for this Culture Plan will be led by Lord Cultural Resources with the support of GeoPraxis specifically engaged for GIS mapping. Descriptions of each of the participating teams are as follows:

### LORD CULTURAL RESOURCES – PRIMARY CONSULTANT

Lord Cultural Resources is the global practice leader in cultural sector planning. Since 1981, we have helped to create, plan and operate cultural spaces and places in more than 460 cities, in 57 countries and six continents.

We are thinkers, collaborators and problem solvers. We employ a human-centric approach to all of our projects, engaging with stakeholders, communities and subject matter experts, to ensure that visitor and user needs and expectations are first and foremost in an ever-evolving and competitive market. Our team of cultural planning specialists, community engagement professionals, designers and architects, urbanists and planners, writers, market and financial experts, engagement specialists and visitor and customer experience creators apply their expertise to a wide spectrum of cultural and social service projects, offering a broad range of integrated services.

We plan and develop implementable solutions, help create new visitor experiences and craft visionary and implementable strategies for museums, public libraries, municipalities, cultural centres, art galleries, science centres, world expositions, visitor centres, heritage sites, festivals, theatres, archives and public gardens around the world.

Our clients — leaders at private and public corporations, foundations, governments and non-profit institutions — are interested in creating places, programs and resources that build cultural capital and serve society. The core of our practice is strategic planning - collaborating with clients to vision and plan for their future.

We customize our services for each client and project and often partner with subject matter experts ensuring that our services complement and augment existing strengths and capacities. We approach each project with an open mind, and ensure that everything we provide embodies the highest standards of integrity, ethics and professionalism.

## GEOPRAXIS INC – SUB CONSULTANT

GeoPraxis Inc. specializes in applying information to improve planning and decision-making. We work with communities to help them articulate values. We use maps, mapping software, surveys and community engagement tools to help decision makers, political representatives, concerned parties and citizens to agree upon the best courses of action.

Founded in 1991, the firm has operated in diverse contexts ranging from provincial ministries and national governments through large and small municipalities, regional planning and impact review boards, Indigenous communities, private sector firms, and non-government organizations. On most projects we work collaboratively with teams drawn from a dynamic network of professionals who combine expertise and skills to deal with multifaceted problems. Over the past decade, we have helped over thirty communities and regional bodies across Canada to combine local knowledge and values with land information and apply the products for land use and marine planning, assertion of title and rights, resource development impact review, and economic development.

## 2.1 YOUR TEAM

In order to support the City of Sault Ste. Marie in the development of an Arts, Culture and Heritage Plan, we have assembled a team of experts with a wealth of knowledge and proven expertise in the cultural sector.

The team is comprised of the following key personnel and their primary roles and responsibilities:

### Lord Cultural Resources:

- **Dov Goldstein, Principal Consultant, Project Lead**
- **Rebecca Frerotte, Consultant, Project Support**

### GeoPraxis Inc:

- **Stephen Kilburn, GIS Professional, GIS Mapping**

The following are bios for the staff resources for this project. Please see **Appendix A** for full team CVs.



## Dov Goldstein Principal Consultant, Lord Cultural Resources

With over 18 years of experience in cultural, interpretive and strategic planning, Dov has led and managed some of the firm's largest and most complex projects in Canada, the US and around the globe.

Dov works in both management consulting and exhibition development with particular specialization in cultural planning, strategic planning, interpretive planning and project management. In his 8 years with Lord, Dov has worked with a diverse roster of clients including museums, public libraries, public gardens, private companies and municipal, provincial and federal governments.

Dov recently worked on the City of Brampton's first Culture Master Plan, designed to allow the city to take advantage of the opportunities for quality of life and economic development that a robust arts and culture sector can bring. Dov also led development of programs, activities and events that will define, shape, transform and activate Under Gardiner, a project that will transform 10 acres and nearly two kilometers of unused City of Toronto space beneath the Gardiner Expressway, as a seven day a week 365 day a year cultural attraction. Dov also lead the 2020 Cultural Plan for the City of St. Catharines.

In addition to managing projects at Lord, Dov has led and participated in cultural master plans, strategic plans, market analysis and client representation for a variety of local and international projects, including the Canadian Museum for Human Rights in Winnipeg, Design Exchange in Toronto, Ontario Place and the Banff Centre in Alberta.



## Rebecca Frerotte Consultant, Lord Cultural Resources

Rebecca supports on a diversity of projects from conception to realization. She provides essential support with report writing, background research for literature reviews, environmental scans, and data analysis. Rebecca works collaboratively to provide accurate, insightful, strategic recommendations and content that are solution-based and grounded in thorough and comprehensive research methods.

Recent projects include the City of Brampton Culture Master Plan, Project Under Gardiner, Mississauga Public Library and Green Gables Heritage Site.

Prior to joining Lord, Rebecca worked with the Aurora Museum & Archives, the John M. Kelly Library, the City of St. Catharines, Culture for Kids in the Arts, the Town of Fort Erie- Museum Services, and the Royal Ontario Museum.

Rebecca graduated from the University of Toronto with concurrent Masters in Museum Studies and Masters of Information, specializing in Archives and Records Management, and from Carleton University with a Bachelors of Arts, highest honours, in Art History.

## **Stephen Kilburn President, GeoPraxis**

Stephen Kilburn is a senior GIS professional and planner with over 25 years of progressive experience and education in the fields of geomatics, resource management and planning.

Stephen specializes in applying geospatial information to aid decision-making, governance and legal processes in diverse contexts, including Indigenous organizations, provincial ministries and national governments, municipalities, non-government organizations and private sector firms. He is particularly interested in how cultural research products can be used as a means to foster community engagement and discussion leading to better agreement on valued lands.

Stephen is technically experienced in specifying and implementing GIS applications, including ones using web-based Open Geospatial Consortium open standards. He also has presented papers and conducted workshops on various uses of geospatial information, and taught a university level course on technology applications in the planning field. He has provided mapping and geomatics support for numerous planning activities, including preparation of the Orangeville Cultural Plan.

Stephen holds a B.E.S (honours) in Urban and Regional Planning, and an M.A. in Regional Planning and Resource Development, both from the University of Waterloo. He is a member of the Ontario Professional Planners Institute (OPPI) and Canadian Institute of Planners (MCIP).

## **2.2 RELEVANT PROJECT EXPERIENCE**

### **City of Brampton Culture Master Plan Brampton, Ontario, 2017-18**



Brampton, a suburban “edge city” just outside Toronto, is undergoing a major transformation. Now the 9th-largest urban centre in Canada, the time is right to re-vision the city in all respects, and the municipality has initiated a series of initiatives to accomplish that goal.

Among these is this culture master planning process. The potential for culture in this diverse and growing city is great but ways and means of reaching that potential need to be explored and developed. Lord Cultural Resources in partnership with Nordicity is proud to have been selected to develop Brampton's Culture Master Plan, which ensures that Brampton will be able to take full advantage of the opportunities for quality of life and economic development that a robust arts and culture sector can bring.

The City launched the development of the Culture Master Plan in October 2017. The process involved significant community engagement guided by a Steering Committee of community cultural leaders. In total, more than 3,500 residents and visitors representing a wide variety of stakeholder groups were engaged to voice their thoughts on arts and culture in Brampton.

The Culture Master Plan was unanimously endorsed by Council and can be downloaded here: <https://goo.gl/j3DgZD>.

### Inspire St. Catharines: Culture Plan 2020 Ontario, 2011–12



Located in south-central Ontario, St. Catharines is the largest city in the Niagara region. The municipality of St. Catharines has a rich history and culture. In order to continue to nurture and grow its culture, the City looks towards developing the *Inspire St. Catharines: Culture Plan 2020*.

The City of St. Catharines engaged Lord Cultural Resources, together with Webb Management Services in developing its Cultural Master Plan. The team worked to complete community-based research and engagement through neighbourhood and stakeholder meetings, internal evaluations, assessments of existing cultural assets, and provisions of a final plan with recommendations for the next 10 years. Our methodology comprised an extensive community engagement process and innovative visioning workshops with regional partners, cultural organizations, and private citizens. Our approach utilized online surveys, social media platforms, and in-person meetings, as well as a thorough cultural asset inventory and mapping process. At the core of the cultural plan is the implementation of a new performing arts centre, which will play the role of a catalyst for ways to improve even further on the current cultural offerings in the City of St. Catharines.

The Cultural Plan was approved March 2015 by the Council of the City of St. Catharine's and is accessible here: [www.stcatharines.ca/en/governin/resources/CulturePlan2020-Final.pdf](http://www.stcatharines.ca/en/governin/resources/CulturePlan2020-Final.pdf).

## **City Of Dubuque, Arts and Culture Plan Dubuque, Iowa, 2015**



The City of Dubuque, Iowa strongly values its arts and cultural resources. Working within the framework provided by the Sustainable Dubuque plan, arts and culture are seen as catalysts for creativity and quality of life and a spark for the economic development of this regional center on the Mississippi River.

Lord Cultural Resources has worked with the City to develop an Arts and Culture Plan that refines the tools the City needs to fully leverage the power of culture in Dubuque. Working with the Economic Development Department of the City, Lord developed policies around public art, analyzed the funding mechanisms for arts and culture in the city, and developed a framework for the improved functioning of the Arts and Cultural Affairs Advisory Commission.

## **2.3 REFERENCES**

The following is a list of client references of culture plan projects of similar size and scope to that of the City of Sault Ste. Marie.

1. City of Brampton  
Kelly Stahl  
Senior Manager, Cultural Services  
905-874-5941  
[kelly.stahl@brampton.ca](mailto:kelly.stahl@brampton.ca)
2. City of St. Catharines  
Rebecca Cann  
Cultural Services Supervisor  
905-688-5601  
[rcann@stcatharines.ca](mailto:rcann@stcatharines.ca)
3. City of Dubuque  
Maurice Jones  
Economic Development  
Department  
563-589-4393  
[MJones@cityofdubuque.org](mailto:MJones@cityofdubuque.org)

### **3. Detailed Work and Timeline**



# 3. Detailed Work and Timeline

## 3.1 METHODOLOGY

We have developed a three-phased approach to develop the City of Sault Ste. Marie's Arts, Culture and Heritage Plan that aligns with the required tasks outlined in the Request for Proposal. These phases are summarized as follows:

- **Phase 1: State of Culture** - The goal of this phase is to conduct research and analysis of the existing cultural environment in the city. It will begin by identifying the tangible and intangible cultural assets and resources in Sault Ste. Marie, inventory them, analyze them and map them. By establishing a robust understanding of where Sault Ste. Marie stands and how it compares and benchmarks to other municipalities of similar size and context, we can understand what the key cultural industries are, where we need to go and what issues and topics, strengths and weaknesses, opportunities and challenges of are most importance to discuss with the community and stakeholders about their future vision. This phase will develop plans and insights as well as produce data that will be the foundation for the subsequent phases of work.
- **Phase 2: Community and Stakeholder Engagement** - Critical to the success of the cultural planning process is the involvement of the Sault Ste. Marie community – its citizens, artists, cultural organizations, civic leaders, and broad-based stakeholders. Workshop and “pop up”-based engagement will be complemented by a web-based and virtual approach to reach the spectrum of participants, potential funders, and citizens-at-large.
- **Phase 3: Draft and Final Culture Plan** – Based on the analysis conducted thus far, we will develop a strategy and implementation plan for arts, culture and heritage in the city. The completed plan will include a vision and goals, and strategies to achieve the goals in the short, medium and long term for what we assume (not explicitly stated in the RFP) to be 10 years.

Below is a description of our proposed process and work plan.

*Please note that we are flexible and will be happy to work with you to adjust the plan or revise particular elements as needed.*

## PHASE 1: STATE OF CULTURE

### 1.1 Kick Off Meeting

We will kick off the development of the plan with a meeting with the City's planning team by conference/video call to first introduce the consultant team and review the project plan outlined in the proposal. This appraisal will help to confirm and possibly refine the project scope to ensure that the results will be both accurate and appropriate to the City's needs. During this meeting we will also review timelines and deliverables and the roles and responsibilities of the City and consultant team, as well as review public and key stakeholder consultation methodologies and timing.

### 1.2 Background Information Review and Cultural and Emerging Trends

The consultant team will conduct a thorough literature review of available materials including existing cultural and municipal strategies, plans, studies and policies including but not limited to the City's Strategic Plan, Future SSM, the Cultural Financial Assistance Program and Cultural Policy. The purpose of this review is to place the Arts, Culture and Heritage Plan into context and to ensure that it is linked with other initiatives in progress or in development as well as align with City goals. This research is one of the ways we will be able to formulate a clear picture of Sault Ste. Marie as we examine demographic trends and projected future growth in the city, planning goals and objectives and other resident, business and tourism statistics.

Also during this review period, we will develop a series of cultural trends, nationally and internationally as they relate to the Sault Ste. Marie context. We will look to some of the more innovative ways cities, communities and organizations worldwide are able to engage cultural audiences, plan for culture in their cities and leverage culture to maximize economic, social and environmental benefits. Lord Cultural Resource's experience working hand-in-hand with organizations, events and communities worldwide offers the team the chance to delve deeper and pinpoint those trends that are most salient to the emerging cultural vision. We will present these trends as part of the Priority-Setting Visioning Session below.

### 1.3 Priority-Setting Visioning Workshop (Meeting)

At this time, the Lord team will travel to Sault Ste. Marie to conduct site tours of the major arts, cultural and heritage assets and meet with the planning team in person, present the trends and conduct an internal Priority-Setting Visioning Workshop.

Through this process, an internal vision for Sault Ste. Marie's culture sector will be established. Additionally, we will work with the planning team to pinpoint opportunities that could help fulfill this vision, and identify any barriers (perceived or real) that may prevent us from doing so successfully. Throughout the session we will explore and confirm:

- The definition of "culture", its various component parts and how it is understood by stakeholders, residents, visitors and businesses in the city (it is noted that culture is defined within the parameters of the Cultural Financial Assistance Policy).
- Cultural initiatives that can be learned from other municipalities across North America and globally as described in the previous section.
- The experience on offer and how it is perceived by the town's neighborhoods and indigenous communities, youth, funders and tourists.

- Target audiences for the city's cultural attractions and experiences, and potential programmatic links or partnerships with other town initiatives.
- Key facility-related issues, including work spaces and performance venues for artists and specialized facilities for encouraging innovation and location of cultural content production.
- Available funding to support capital and revenue investment, perceptions on the amount of funding required, operational feasibility and sustainability, and alternative ways to leverage funding from public and private sources.

## 1.4 Internal Stakeholder Interview Process (Meeting)

To fully understand the state of culture in Sault Ste. Marie, we propose a one-on-one interview process with key individuals involved with culture in the city. These should include representatives from the City (members of Council) and select City staff. In addition, we will interview key members of the cultural community including leaders of the key arts, heritage and cultural organizations including the Art Gallery of Algoma, the Sault Community Theatre Centre and the Sault Ste. Marie Public Library and others. We anticipate between 8-10 internal stakeholder interviews in person while in Sault Ste. Marie. Whatever interviews cannot be accommodated while in Sault Ste. Marie will be conducted by phone.

## 1.5 Cultural Resources Inventory

With the purpose of developing the fullest possible understanding of the arts, culture, heritage and creative industries in Sault Ste. Marie, the planning team will identify tangible and intangible cultural resources and assets in the city. The Lord team together with GIS specialists GeoPraxis Inc., will create a georeferenced database containing an inventory of these resources.

The inventory will include cultural assets in areas including the visual arts, literature, performing arts and others as identified through discussions with City staff. It will document formal and informal cultural structures, organizations, networks and industries, and interconnections and relationships between assets. The completed inventory should provide an accurate and complete representation of the city's arts, culture and heritage community.

Our team will work closely with the City's GIS personnel at the outset to establish specific needs and ensure compatibility of the cultural database with the City's systems. We will populate the final inventory with the data we collect, match addresses and/or link GPS coordinates, and conduct quality control so all records are correctly associated with locations.

This mapping exercise is an important tool which allows for identification and communication of known and previously unknown resources, and provides a better way of examining the relationships between assets – e.g. identifying clusters or “hot spots” of activity, overlaps or gaps in service provision, and accessibility considerations for diverse communities across the city.

As part of the mapping process, the project team will consider how the City could better leverage and optimize its use of the Culture Map to derive important analytics for tracking and monitoring cultural activity. This can be used to inform strategic planning and decision-making, for example development and infrastructure plans, investment in culture services, and building programs and initiatives.

The outcome of this work will be a flexible database tool that can be used by the City for cultural mapping, further analysis, and updating in future years. In addition, we will produce a series of illustrative maps in our final report.

## **1.6 Best Practices**

We will review Best Practices in arts, culture and heritage within a Canadian and global context. We will consult with the City's planning team from the outset to identify best practice criteria to assess and measure and to ensure it is applicable to Sault Ste. Marie.

## **1.7 State of Culture Report (Deliverable #1)**

The findings from our mapping exercises, investigations, analyses, workshops and interviews, will translate into a keen understanding of Sault Ste. Marie's cultural landscape. We will submit our State of Culture report to the planning team for review.

The report will include the key findings and outlines the current state of culture. What does Sault Ste. Marie have to offer? Who is participating and who is not? What are the barriers to greater coordination between the groups? What gaps, challenges, opportunities, and threats does Sault Ste. Marie cultural sector and creative industries face? What are the current federal and provincial grants/funding opportunities and applicability to Sault Ste. Marie.

This report will also include the results of the mapping exercise and draws conclusions from it in order to develop a set of key issues and directions for further development in subsequent stages of the study.

## **PHASE 2: COMMUNITY AND STAKEHOLDER ENGAGEMENT**

Our Phase 2 work plan will focus on public and stakeholder consultations and be directed by the findings in the State of Culture report. A comprehensive strategy for resident and visitor involvement in the cultural planning process will be essential to ensure that the process is as inclusive as possible and provides the greatest number and variety of opportunities for people to contribute.

Data gathering will require a concerted and multi-tiered methodology which will include the need to:

- **Schedule** public consultations (dates and times) and team attendance;
- **Select, secure, schedule meeting/workshop venues;**
- **Determine report-back structure, format, and resource needs;**
- **Identify available IT resources and needs;**
- **Conform with existing City public consultation policies;**
- **Role of social media prior, during, and following the meetings; and**
- **Additional logistics as identified by the Steering Committee.**

## 2.1 Key Stakeholder Workshops (Meeting)

We will conduct two sector workshops that will target artists, performers, creative cultural professionals, leaders and administrators and other arts and culture professionals, arts educators, volunteers, and others. The specific target stakeholder groups will be identified and defined in collaboration with you in the early stages of the project. As a group of peers, this format will allow specific issues and defined topics to be explored in finer detail, giving opportunity for a more in-depth discussion and debate than a general forum would normally allow. Facilitated discussion will gather information about level of participation and attendance in cultural events, cultural audiences, and opportunities for collaborations, as well as gaps in access, services, incentives, and marketing that could be addressed to further build capacity. Questions may include (but are not limited to):

- What are Sault Ste. Marie's key cultural strengths and how can we maximize these to their greatest potential?
- What are the initiatives taken, planned, or contemplated for various arts and culture activities that should be explored?
- What needs and expectations do cultural audiences in Sault Ste. Marie have and how can we ensure they are fulfilled?
- What audiences or communities are underserved? What opportunities exist that are not being taken advantage of?
- What challenges does the cultural sector face in providing services efficiently, broadly, and cost-effectively?
- What challenges do artists and cultural professionals and creative workers face in their ability to practice their professions and earn a living?
- What opportunities exist for partnership and collaboration among existing organizations, facilities, events or initiatives in Sault Ste. Marie?
- What sources of funding does the sector most rely on, are there any barriers to access this, and what new or alternative sources might help empower the sector to move forward?
- What needs are projected for facilities, space, participation, and organizations?

## 2.2 “Pop-Up” Public Consultation Process (Meeting)

To obtain the levels of community input required, we believe that it will be necessary to take the process out to the community through a series of what we refer to as “pop-up” events to be held in places such as City-owned recreational facilities, park facilities, public library branches, senior’s centres, cultural centres or at existing public events and celebrations.

This pop-up model uses a push approach rather than a pull approach. In other words, the consultation team will interact with residents and community members where they are, rather than trying to pull them away from their daily lives. This approach helps ensure that we reach as many people as possible and capture voices from across the City. It also helps mitigate selection bias in the consultation population as a result of challenges related to transportation, work commitments and family responsibilities. We envision 3 to 4 of these events which will be informal, off-the-cuff engagement opportunities timed to coincide with ongoing programs and activities to ensure that the buildings will be full and utilized. The final locations of these pop-up consultations will be determined in collaboration with you to identify the most promising opportunities for effective engagement.

## 2.3 Online Survey

In consultation with the Steering Committee, a web-based survey will be prepared by the consultant team and integrated onto the City's website. As not everyone will be able to attend or wish to engage through face-to-face public engagement, the online survey helps to provide an alternative avenue for participation. This is particularly important for accessing youth audiences and working professionals, two groups who are traditionally under-represented in public forums. The survey will seek to understand residents':

- Attitudes towards arts, cultural and heritage activities and values about culture in civic life;
- Levels of participation as audience members, supporters, volunteers, and creators; and
- Expectation and satisfaction with current provision and level of access to cultural activities.

Lord has developed substantial experience in survey design for online surveys of this kind, so that the user interface induces greater response. As well, we can advise the City on how to leverage its social media platforms to more fully engage the public in this way.

We also find that using the web presence and social media of arts and culture stakeholders can enrich the awareness of the opportunities to participate in the consultation process – and generally increase the awareness of those involved in arts and creative industries of the project that is being undertaken by the city.

## 2.4 Community and Stakeholder Engagement Report (Deliverable #2)

A summary of key findings – or what we heard – from the public engagement process will be compiled and summarized in a comprehensive report to the planning team for review. This report will focus on the primary themes which surfaced during discussions, and outline other subthemes, key priorities and needs that were identified. The report will also describe the community's vision for the future of arts, culture and heritage in Sault Ste. Marie. The analysis of the findings will lead the consultant team to a list of critical issues that will need to be addressed in the strategy.

# PHASE 3: DRAFT AND FINAL CULTURE PLAN

## 3.1 Draft of Sault Ste. Marie's Arts, Culture and Heritage Plan (Deliverable #3)

The draft Arts, Culture and Heritage Plan for the City of Sault Ste. Marie will be a culmination of the research, community and stakeholder engagement undertaken and the findings derived throughout Phase 1 and 2. The plan will guide the ongoing development of the capital and operating budgets allocated towards the development of culture for Sault Ste. Marie and:

- Celebrate, promote, nurture and grow the arts, culture and heritage sector;
- Identify the role of the City, creative partners, business community and the public with respect to cultural planning and implementation;
- Identify partnerships to strengthen collective engagement, collaboration and participation within the cultural sector including programs and services;
- Identify potential future shifts and changes in the cultural sector;

The plan's content and structure will include key items such as:

- Vision, Goals and Priorities for the next 10 years
- Key Objectives
- Key Recommendations
  - Leadership and Partnership Model
  - Opportunities for a Cultural Tourism Strategy
  - Connect the cultural sector to key businesses and community groups and initiatives;
  - Promote and strengthen the use of key cultural facilities, initiatives and programs
  - Funding Model
  - Facility Use Recommendations
  - Program and Service recommendations (both for community participation in culture and for cultural sector support)
  - Specific initiatives that merit priority consideration.
  - Implementation Plan to achieve the vision, strategies and actions in the short (1-3 years), medium (4-6 years) and long term (7-10 years). Performance measures will be included for the City to assess success of each of the action items.

### **3.2 Revised and Final Culture Plan (Deliverable #4)**

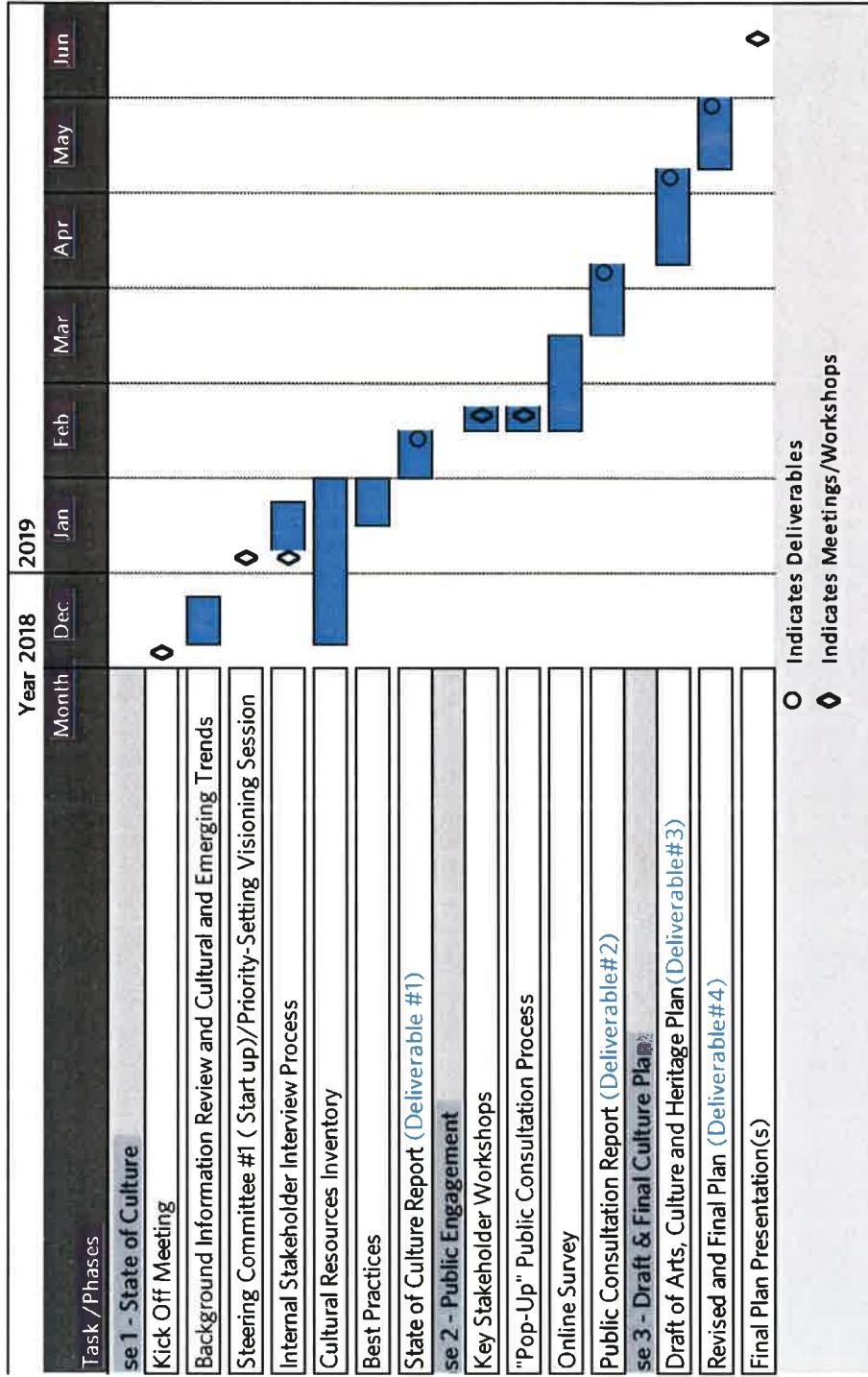
After having received the input of the planning team we will revise and finalize the Arts, Culture and Heritage Plan and resubmit to the planning team. The design and production of the Plan will be created by the Lord team.

### **3.3 Final Plan Presentation (Meetings)**

Our finalized plan will be presented to DCAO-CDES at the City and other parties upon request by the City. It is understood that we may also be required to present the plan to City Council. It is assumed that these presentations will be on separate dates. The expenses for these presentations are included in this Proposal.

## 3.2 TIMELINE

The following chart illustrates the time to complete the scope of work and deliverables as identified in the above methodology. Our team is committed to complete the project within 180 days after award per the RFP.



# 4. Fee and Expense Schedule



## 4. Fee and Expense Schedule

We are pleased to provide cultural planning services for a total of \$50,000 (plus HST) in fees and expenses. The following chart provides a breakdown of fees per individual task and expenses.

Tasks	Lord Cultural Resources		GeoPraxis	Total
	Dov Goldstein	Rebecca Frerotte	Stephen Kilburn	
Hourly Rate	\$ 225	\$ 90	\$ 200	
<b>Phase 1 - State of Culture</b>				
1.1 Kick Off Meeting	2	2		\$ 630
1.2 Background Information Review and Cultural and Emerging Trends	8	16		\$ 3,240
1.3 Priority-Setting Visioning Workshop	12	12		\$ 3,780
1.4 Internal Stakeholder Interview Process	10	10		\$ 3,150
1.5 Cultural Resources Inventory	4	6	25	\$ 6,440
1.6 Best Practices	8	16	0	\$ 3,240
1.7 State of Culture Report (Deliverable #1)	12	8	2	\$ 3,820
<b>Subtotal</b>	<b>56</b>	<b>70</b>	<b>27</b>	<b>\$ 24,300</b>
<b>Phase 2 - Public Engagement</b>				
2.1 Key Stakeholder Workshops	12	12		\$ 3,780
2.2 "Pop-Up" Public Consultation Process	10	10		\$ 3,150
2.3 Online Survey	4	16	0	\$ 2,340
2.4 Public Consultation Report (Deliverable #2)	12	8	0	\$ 3,420
<b>Subtotal</b>	<b>38</b>	<b>46</b>	<b>0</b>	<b>\$ 12,690</b>
<b>Phase 3 - Draft &amp; Final Cultural Master Plan</b>				
3.1 Draft of Arts, Culture and Heritage Plan Master Plan (Deliverable #3)	20	12	2	\$ 5,980
3.2 Revised and Final Plan (Deliverable #4)	8	8	0	\$ 2,520
3.3 Final Plan Presentation(s)				0
<b>Subtotal</b>	<b>28</b>	<b>20</b>	<b>2</b>	<b>\$ 8,500</b>
<b>Total Professional Fees</b>	<b>\$ 27,450</b>	<b>\$ 12,240</b>	<b>\$ 5,800</b>	<b>\$ 45,490</b>
<b>Total Hours</b>	<b>122</b>	<b>136</b>	<b>29</b>	<b>287</b>
<b>Estimated Expenses</b>				
Trip#1 - 1.3,1.4				\$ 1,500
Trip #2 - 2.1,2.2				\$ 1,500
Trip #3 - Presentation ( DCAO-CDES)				\$ 750
Trip #4 - Presentation (Council)				\$ 750
<b>Total Expenses</b>				<b>\$4,500</b>
<b>Total Professional Fees and Expenses</b>				<b>\$49,990</b>

# Appendix A: Team CVs



## DOV GOLDSTEIN SENIOR PRACTICE LEADER

- |                              |  |
|------------------------------|--|
| <b>Education</b>             | <ul style="list-style-type: none"><li>▪ B.A. Urban Geography, University of Western Ontario</li></ul>  |
| <b>Employment Experience</b> | <ul style="list-style-type: none"><li>▪ Senior Practice Leader, Lord Cultural Resources, 2018 - Present</li><li>▪ Principal Consultant, Lord Cultural Resources, 2012 - 2018</li><li>▪ Senior Consultant, Lord Cultural Resources, 2008-2012</li><li>▪ Director, Interior Design Show, 2001-2007</li><li>▪ Director of Exhibitions, Design Exchange, 1993-2001</li><li>▪ Development Officer, Canadian Broadcasting Company (CBC), 1988-1992</li></ul>   |
| <b>Project Experience</b>    | <ul style="list-style-type: none"><li>▪ City of Brampton, Ontario, Culture Master Plan</li><li>▪ Hudson's Site, Detroit, Michigan, Concept Development</li><li>▪ Mississauga Public Library, Community Engagement Strategy</li><li>▪ Library and Archives Canada, Ottawa, Ontario, Organizational Assessment</li><li>▪ Miami-Dade County Public Library System, Miami, Florida, Strategic Plan</li><li>▪ Oakville Public Library, Oakville, Ontario, Strategic Plan</li><li>▪ Edwards Gardens and Toronto Botanical Gardens, Toronto, Canada, Master Plan</li><li>▪ Project: Under Gardiner, Toronto, Canada, Programming Framework and Partnership Strategy</li><li>▪ Jewish Museum of Canada, Toronto, Canada, Master Plan</li><li>▪ The Museum of the Future, Cobb County, Illinois, Concept Development, Feasibility Study</li><li>▪ National Holocaust Monument, Ottawa, Canada, Concept Planning</li><li>▪ Canada's Diversity Gardens at Assiniboine Park, Winnipeg, Canada, Visitor Experience and Program Plan</li><li>▪ Devonian Botanic Gardens, University of Alberta, Edmonton, Canada, Program and Visitor Experience Planning</li><li>▪ Town of Milton, Milton, Canada, Community Services Plan</li><li>▪ Oscar Peterson Arts and Jazz Centre, Toronto, Canada, Visioning</li><li>▪ Ontario Place, Toronto Canada, Visioning</li><li>▪ The Banff Centre, Banff, Canada, Environmental Scan</li><li>▪ Canadian Museum for Human Rights, Winnipeg, Canada, Client Representation</li><li>▪ City of St. Catharines, St. Catharines, Canada, Cultural Master Plan</li><li>▪ Barnes Museum, Philadelphia, USA, Visitor Experience Assessment</li><li>▪ Design Exchange, Toronto, Strategic Plan</li><li>▪ Utah Film and Media Arts Center, Salt Lake City, UT, Feasibility Study, Project Management</li><li>▪ Toronto International Film Festival, Toronto, Exhibition Strategic Planning, Project Management</li><li>▪ King Abdulaziz Center for World Culture, Dhahran Saudi Arabia, Project Management</li><li>▪ Bahrain National Monument, Bahrain, Project Management</li></ul> |

- City of Sarasota, Sarasota USA, Arts Festival Feasibility Study
- Building Bancroft project, Ontario, Canada: Master Plan for proposed Bancroft Heritage Centre
- National Centre for Jewish Heritage, Toronto, Canada, Interpretive Planning and Project Management
- Rochester Arts Festival, Rochester, NY, Feasibility Study
- Eastern State Penitentiary, Philadelphia, PA, Project Management
- Public Spaces Programme, CBC, Toronto, Canada, Project Development and Management
- "Pop in Orbit" (temporary exhibition), Design Exchange, Exhibition Development
- "Fall Forward" (temporary exhibition) , Design Exchange, Exhibition Development
- "International Designer Lecture Series", Design Exchange, Program Development
- "Studio North", Interior Design Show, Exhibition Development



## REBECCA FREROTTE, MMST, MI, BA (HONS). CONSULTANT

### Education

- Master of Museum Studies, University of Toronto, 2016
- Master of Information, specializing in Archives and Records Management, University of Toronto, 2016
- Bachelor of Arts (Honours), Art History, Carleton University, 2012

### Employment Experience

- Librarian/ Research Consultant, Lord Cultural Resources, 2016-Present
- Library Assistant, Lord Cultural Resources, 2015-2016
- Of-Africa, Web Intern, Royal Ontario Museum, 2015
- Resource Sharing Assistant, John M. Kelly Library, 2014-2015
- Records Management Co-Op, City of St. Catharines, Human Resources, 2014
- Apprentice Coordinator/ Development Apprentice, Culture for Kids in the Arts, 2013
- Contract Collection Assistant, Corporation of the Town of Fort Erie, Museum Services, 2012
- Practicum Placement, Ottawa Public Art Program, 2011
- Outreach Coordinator, Watson's Mill, 2010

### Exhibition Experience

- Co-curator *Built Culture: Memories of the Precinct*, Aurora Museum & Archives
- Summative Evaluation visitor study of the Gardiner Museum's newly renovated European Porcelain Gallery
- Curator *Artasia 2013: Inclusion, Sense of Belonging, Compassion*, Hamilton Conservatory for the Arts

### Project Experience

- Green Gables Heritage Site, PEI, Canada: Exhibitions Content
- Canadian Museum of Nature, Ottawa: Comparables Research
- City of Brampton, Brampton, Canada: Culture Master Plan
- Mississauga Public Library, Mississauga, Ontario: Community Engagement Strategy
- Library and Archives Canada, Ottawa: Strategic Assessment of Exhibitions Department
- La Biosphère, Montreal, Canada: Content Research
- Shindagha Museum, Dubai, United Arab Emirates: Content Research, Interpretive Planning, Human Resources Plan
- The Franklin Institute, Philadelphia, USA: Environmental Scan
- The Trustees of Reservations, Massachusetts, USA: Research Consultant
- Toronto Botanical Gardens, Toronto, Canada: Research Consultant
- Oakville Public Library, Oakville, Canada: Strategic Planning
- Under Gardiner, Toronto, Canada: Event Facilitation
- Myuseum of Toronto, Toronto, Canada: Event Facilitation

- **Cannakale Children's Center, Cannakale, Turkey:** Environmental Scan Research
- **Miami-Dade Public Library System, Miami, USA:** Strategic Plan
- **Montreal Children's Museum, Montreal, Canada:** Comparables Research
- **Montreal Holocaust Museum, Montreal, Canada:** Comparables Research, Intercept Surveys
- **New Brunswick Museum, St. Johns, Canada:** Comparables Research
- **Nova Scotia Museums, Halifax, Canada:** Comparables Research
- **Thunder Bay Art Museum, Thunder Bay, Canada:** Art Storage Needs Assessment
- **National Holocaust Monument, Ottawa, Canada:** Research Support
- **National Museum of Qatar, Doha, Qatar:** Organizational Structure Review

**Publication Contributions**

- Indexing of: Brad King and Barry Lord, eds., *The Manual of Museum Learning*, 2<sup>nd</sup> ed. Lantham, MD and London: Rowman and Littlefield, 2016.
- Research for: Gail Lord and Kate Markert, eds., *Manual of Strategic Planning for Cultural Organizations*, 2<sup>nd</sup> ed. Lantham, MD and London: Rowman and Littlefield, 2017.
- Coordination of Manuscript for Publisher for: Ali Hossaini, Ngaire Blankenberg, Gail Lord, eds. *Manual of Digital Museum Planning*, Lanthan, MD and London: Rowman and Littlefield, 2017.
- Research for: Joy Bailey-Bryant, "We're Not That Hard to Find: Hiring Diverse Museum Staff," in *Museum*, (January/February, 2016): 27-29.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2018-216**

**PARKING:** (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers;

**THEREFORE THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE “A” TO BY-LAW 93-165 REPEALED**

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 10th day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

## **SCHEDULE "A"**

<b>Sam Piraino</b>	<b>3</b>
<b>David Etchells</b>	<b>51</b>
<b>Alan Smith</b>	<b>81</b>
<b>Dave Devoe</b>	<b>84</b>
<b>Edward Pigeau</b>	<b>89</b>
<b>George Robinson</b>	<b>94</b>
<b>Bill Long</b>	<b>96</b>
<b>Edmund Badu</b>	<b>100</b>
<b>Jason Levesque</b>	<b>101</b>
<b>Sylvia Hendriks</b>	<b>102</b>
<b>Timothy Lanthier</b>	<b>103</b>
<b>Brian Ford</b>	<b>104</b>
<b>David Hopkinson</b>	<b>105</b>
<b>Nathaniel Louttit</b>	<b>106</b>

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

**BY-LAW 2018-230**

**PARKING:** (P7.3) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 10th day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

# Schedule "A"

<b>BADGE SPECIAL CONSTABLE</b>	<b>EMPLOYER</b>	<b>PROPERTY LOCATION</b>
<b>SCHEDULE "A"</b>		
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30 KENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151 PARR,DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196 MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241 COGHILL,ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
253 TRAVSON,TERRANCE	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
267 CORBIERE,JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
276 SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321 LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344 HARPE,KEN	HOLIDAY INN	320 BAY ST
346 HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLEVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/G E SPORTS COMPLEX
366 TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370 HANSEN,LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372 BENOIT,ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391 MCLEOD,HEATHER	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
410 POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411 MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
420 FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435 TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
441 WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
442 MACCLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
443 MARCIL,MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
446 HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
459 SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460 BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463 MORIN,ALEX	CORPS OF COMM	
464 DITOMMASO,RYAN	2220917 ONT INC	489 BAY ST/535 QUEEN ST E
465 DELAVALLE,DON	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
484 MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLEVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/G E SPORTS COMPLEX
486 LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487 ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488 LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489 MCQUEEN,WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490 LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493 BROWN,FRASER	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
516 GAY,JAMES	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
517 ROY,BRENDA	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
523 MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
526 JOHNSTON,CORY	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
537 GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541 DIMMA,WMILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547 LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548 CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR (CIVC CENTRE)
556 ARCAD,SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565 LISCUMB,GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
566 SWEET,WILLARD	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
568 PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574 BOUCHARD,DARYL	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
587 GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599 BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601 HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/G E COMPLEX/JOHN RHODES/726 QUEEN ST
602 GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603 LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607 FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608 ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609 ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611 MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
617 SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619 BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622 PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623 AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624 MIHAILIU,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626 CHARRON,ROBERT	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
627 BAKER,WMILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632 SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633 HILL,MICHAEL	NORTH EAST SECURITY	SCOLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/G E SPORTS COMPLEX
634 TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637 TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E

638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLVILLE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWIGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLVILLE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMEYEV, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONO/NORPRO SECURITY		DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLOYNT, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
728	BRANDOW, TRACY	NORTH 44 PROPERTY MGM	B44 QUEEN ST E/ 524-536A GOULAIS AVE
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
733	GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
736	BLAIR, BRENT	PROPERTY ONE	421 Bay St
737	MARTONE, DONATO	PROPERTY ONE	421 Bay St
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVIC	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/APH

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-217**

**AGREEMENT:** (C3) A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie & District Society for the Prevention of Cruelty to Animals for animal control by-law enforcement and shelter services.

**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 1, 2019 between the City and The Sault Ste. Marie & District Society for the Prevention of Cruelty to Animals, a copy of which is attached as Schedule "A" hereto. This Agreement is for animal control by-law enforcement and shelter services.

**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 10<sup>th</sup> day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

## **SERVICE AGREEMENT**

**This AGREEMENT made this 1<sup>st</sup> day of January, 2019**

BETWEEN

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

**and**

**THE SAULT STE. MARIE & DISTRICT SOCIETY FOR  
THE PREVENTION OF CRUELTY TO ANIMALS**  
(hereinafter "SPCA")

WHEREAS the City has passed by-laws related to the care and control of animals within the City;

AND WHEREAS the SPCA has both a direct interest and expertise in the care and control of animals;

NOW THEREFORE in consideration of the mutual covenants set forth and other valuable consideration the parties agree as follows:

### **Term**

1. The term of this contract will begin on January 1<sup>st</sup>, 2019 and remain in full force and affect for a period of five (5) years terminating on December 31<sup>st</sup>, 2023.
2. The term of this contract may be renewed upon the mutual agreement of the parties hereto. Such mutual agreement to be provided in writing to one another.
3. Except as otherwise provided, this contract and the respective obligations of both parties to this contract will end upon termination of this contract.

### **SPCA Obligations**

4. The SPCA shall be responsible for the enforcement of any and all animal related by-laws and regulations passed by the City, including but not limited to by-law 2018-19, by-law 2005-37 and such animal related by-laws as may be passed or amended by the City from time to time. Further, the SPCA shall enforce the *Dog Owner's Liability Act*, R.S.O. 1990 c. D.16 and any successors thereto.

5. The SPCA shall be responsible for the lawful impounding of animals in accordance with any and all animal related City by-laws.
6. The SPCA shall be responsible for the proper and lawful destruction of animal carcasses in accordance with any and all animal related City by-laws.
7. The SPCA shall be responsible to keep open an in operation an animal shelter located at 962 Second Line East, Sault Ste. Marie, Ontario, P6B 4K5.
8. The SPCA shall keep open and in operation the said animal shelter on such days and at such times as shall be mutually agreed to between the parties hereto.
9. The SPCA shall be responsible for all costs associated with the operation and maintenance of the said animal shelter.
10. The SPCA shall be responsible for ensuring adequate accommodation for impounded animals at the said shelter.
11. The SPCA shall be responsible for the employment and supervision of adequate staff necessary for carrying out the SPCA obligations set out in this contract.
12. The SPCA will provide statistics required per the operations of a pound in Ontario and Financial Statements to the City on an Annual basis for review.
13. Any annual surplus position will be directed to a reserve account to be set up to address necessary capital repairs to the building. The Humane Society will be required to notify the City if this is achieved.

### **City Obligations**

14. The City agrees to pay to the SPCA \$587,779.00 annually subject to CPI in exchange for the services the SPCA provides to the City as set out in this contract.
15. The said annual payment from the City to the SPCA shall be paid in accordance with the following payment schedule:

January 1, 2019	\$48,981.59
February 1, 2019	\$48,981.59
March 1, 2019	\$48,981.59
April 1, 2019	\$48,981.59
May 1, 2019	\$48,981.59
June 1, 2019	\$48,981.59
July 1, 2019	\$48,981.59
August 1, 2019	\$48,981.59
September 1, 2019	\$48,981.59
October 1, 2019	\$48,981.59
November 1, 2019	\$48,981.59
December 1, 2019	\$48,981.59

16. The City agrees to permit the SPCA to operate from the City owned lands located at 962 Second Line East, Sault Ste. Marie, Ontario, P6B 4K5 without charge throughout the term of this contract.

### **Indemnity**

17. The Parties hereto agree to indemnify and hold the other harmless from and against all actions, proceedings, costs, damages, claims, demands and liabilities whatsoever which the party seeking indemnification may suffer or incur by reason of any breach of the warranties and representations herein contained by the other party, other than where such liability arises by the fact or omission of the party seeking indemnification.

### **Insurance**

18. The SPCA agrees to maintain at all times during the currency of this Agreement hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Agreement Date.

### **Termination**

19. This contract may be terminated by either party upon six (6) months written notice to the other party.
20. This contract may be terminated at any time during the term of this contract upon written notice by either party if the other party is in material breach of its obligations as set out in this contract and the other party has not cured the breach within a reasonable time and to the reasonable satisfaction of the non-breaching party.

### **Binding**

21. This agreement shall be binding upon the heirs, successors and where permitted, assignees of the parties hereto.

## **Governing Law**

22. This agreement shall be governed by the laws of the Province of Ontario. In witness whereof, the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

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Mayor Christian Provenzano  
The Corporation of the City of Sault Ste. Marie

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Malcom White, Clerk  
The Corporation of the City of Sault Ste. Marie

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, President  
The Sault Ste. Marie District Society for  
the Prevention of Cruelty to Animals

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, Vice President  
The Sault Ste. Marie District Society for  
the Prevention of Cruelty to Animals

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## By-law 2018-218

**CORPORATION:** (C2.13(13) A By-law of the Corporation of the City of Sault Ste. Marie to establish the Municipal Transient Accommodation Tax (MAT) for short-term rentals within the City of Sault Ste. Marie.

**WHEREAS** section 400.1 of the *Municipal Act*, S.O. 2001 c. 25, as amended (the "Act") provides that Council of a local municipality may pass by-laws imposing a tax in respect of the purchase of transient accommodation within the municipality;

**AND WHEREAS** pursuant to section 400.1 of the Act and Ontario Regulation 435/17, Council of the Corporation of the City of Sault Ste. Marie wishes to establish a tax rate and to levy the tax on the purchase of transient accommodation within the City of Sault Ste. Marie;

**AND WHEREAS** pursuant to section 400.1 (3) and 400.4 of the Act, Council can establish enforcement measures as Council considers appropriate if an amount assessed for outstanding tax, penalties or interest remains unpaid after it is due;

**AND WHEREAS** at its meeting of August 13, 2018, Council approved the establishment of the MAT to be imposed on the purchase of accommodations of short duration within the City of Sault Ste. Marie which shall be administered pursuant to Ontario Regulation 435/17, as amended, in conjunction with any Memorandum of Understanding between the Corporation of the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation ("SSMEDC"), its designate, assign, or predecessor, for the purpose of promoting tourism within the City of Sault Ste. Marie;

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

### 1. Definitions

Wherever a term set out below appears in the text of this By-law with its first letter capitalized, the term is intended to have the meaning set out for it in this Section. Where any word appears in ordinary case, it is intended to have the meaning ordinarily attributed to it in the English language. In this By-law, a word identified in the singular has a corresponding meaning when used in the plural. Definitions of verbs apply to all tenses of the verb in the text. The captions, articles and section names appearing in this By-law are for convenience of reference only and have no effect on its interpretation. This By-law is to be read with all changes of gender required by the context.

"*Accommodation*" means the use or possession or the right to the use or possession, for dwelling, lodging or sleeping purposes in a room or suite of rooms containing one or more beds or cots, whether in a hotel, motel, motor

hotel, lodge, inn, resort, bed and breakfast or other establishment providing lodging, or in all or part of a dwelling unit and whether or not additional amenities, services or the right to use additional space in the establishment or dwelling unit are provided, where such rights are acquired for a Purchase Price, whether or not the lodging is actually used;

“*City*” means The Corporation of the City of Sault Ste. Marie;

“*Council*” means the Council of The Corporation of the City of Sault Ste. Marie;

“*Eligible Tourism Entity*” has the meaning given to it in Ontario Regulation 435/17, as amended;

“*Establishment*” means a physical location, a building, or part of a building that provides Accommodation;

“*Municipal Accommodation Tax*” or “*MAT*” means the tax imposed under this By-law;

“*Person*” includes an individual, a sole proprietorship, a partnership, an unincorporated association, a trust and a corporation be it for profit or not-for-profit;

“*Point of Purchase*” means the time at which payment for Accommodation is made by the Purchaser;

“*Provider*” means a person or an entity that sells, offers for sale, or otherwise provides Accommodation, and includes agents, hosts, or others who sell, offer for sale, including through online platforms or otherwise provides Accommodation;

“*Purchaser*” means a person who gives money or other consideration in exchange for Accommodation;

“*Purchase Price*” means the price for which Accommodation is purchased, including the price paid, and/or other consideration accepted by the Provider in return for the Accommodation provided, but does not include the goods and services tax imposed by the Government of Canada or by the Province of Ontario;

“*Treasurer*” means the person appointed by Council from time to time as the Treasurer for the City and includes their authorized designates;

“*Transient Accommodation*” means Accommodation for a continuous period of less than thirty (30) days; this continuous period is not disrupted by the purchase of different rooms, suites, beds or lodging in the same Establishment.

## **2. Application of the Tax**

- (1) The amount of four per cent (4%) shall be established as the tax rate for the MAT to be imposed on the Purchase Price of any Transient Accommodation.
- (2) Purchaser shall pay the Provider the total amount of the MAT at the Point of Purchase of the Accommodation.
- (3) A Provider who collects an amount as or on account of tax under this By-law is deemed, for all purposes and despite any security interest in the amount, to hold the amount in trust for the City, separate and apart from the property of the Provider and from property held by any secured creditor of the Provider that, but for a security interest, would be property of the Provider, until the amount is remitted to the City.
- (4) A Provider shall clearly indicate as a separate item on every invoice and receipt the value of the MAT that was imposed and collected for the purchase of Transient Accommodation and shall identify such amount as the "Municipal Accommodation Tax".
- (5) The Provider shall remit to the City monthly the amount of the MAT collected as outlined below through the Municipal Accommodation Tax Return Form (Schedule B); the Provider shall remit the MAT that is collectible for the previous month on or before the last day of every month, and shall submit the Municipal Accommodation Tax Return Form (Schedule B) as required for the purposes of administrating and enforcing this By-law; and,
- (6) Where a Provider fails to submit a Municipal Accommodation Tax Return Form (Schedule B) on or before the due date prescribed at subsection 2(5), the amount that is determined on the basis of the following calculation: (amount of revenue that would have been generated had the Establishment experienced full occupancy for the period) x (4%) = (the amount MAT that is due and unremitted), this amount shall be assessed on the first day of default;
- (7) A Provider who fails to collect any amounts owing for the MAT from the Purchaser at the Point of Purchase, or otherwise fails to remit such amounts to the City on or before the due date prescribed at subsection 2(5), shall be personally liable for such amounts as should have been collected and remitted.
- (8) At the Treasure's sole discretion, and based on the type of Accommodation and number of Accommodations being provided annually, may modify the remittance period set out in subsection 2(5).

### **3. Administration**

- (1) The Treasurer is delegated the authority to implement and administer this By-law, to collect the MAT and to take all actions and make all decisions required of the Treasurer under this By-law. Without limiting the generality of the foregoing, the Treasurer is delegated the authority to:
  - (a) establish and amend from time to time, such interpretation guidelines, protocols, procedures, forms, documents, agreements and schedules to this By-law, as the Treasurer may determine are required to implement and administer this By-law and to collect the MAT;
  - (b) perform all administrative functions and conduct all enquiries, audits, assessments, approvals, referred to herein and those incidental to and necessary for the due administration, implementation and enforcement of this By-law and collection of monies owing hereunder and authorize refunds in accordance with this By-law;
  - (c) authorize, establish terms of and sign any repayment agreements provided for herein and any ancillary or related documents, and to amend, extend or terminate or otherwise administer or enforce such agreements; and
  - (d) carry out all duties assigned to the Treasurer under this By-law.
- (2) The Treasurer may delegate the performance of any one or more of his or her functions under this By-law to one or more persons from time to time as the occasion requires and may impose conditions upon such delegation and may revoke any such delegation. The Treasurer may continue to exercise any function delegated during the delegation.

### **4. Exemptions**

- (1) The MAT does not apply to the following types of Accommodations:
  - (a) accommodations provided by the Crown, any agency of the Crown in right of Ontario or any authority, board, commission, corporation, office or organization of persons a majority of whose directors, members or officers are appointed or chosen by or under the authority of the Lieutenant Governor in Council or a member of the Executive Council;
  - (b) accommodations provided by any board as defined in subsection 1 ( 1 ) of the *Education Act*, R.S.O 1990 c E.2, as amended;

- (c) accommodations provided by any university in Ontario or any college of applied arts and technology and postsecondary institution in Ontario whether or not affiliated with a university, the enrolments of which are counted for purposes of calculating operating grants entitlements from the Crown;
- (d) accommodations provided by any hospital referred to in the list of hospitals and their grades and classifications maintained by the Minister of Health and Long-Term Care under the *Public Hospitals Act*, R.S.O 1990, c. P40, as amended, as amended and every private hospital operated under the authority of a license issued under the *Private Hospitals Act*, R.S.O 1990, c. P.24, as amended, and upon proclamation of the Lieutenant Governor of the amendment to paragraph 4 of subsection 400.2 of the Act, to any community health facility within the meaning of the *Oversight of Health Facilities and Devices Act*, S.O. 2017, c.25, as amended, that was formerly licensed under the *Private Hospitals Act*;
- (e) accommodations provided by any long-term care home as defined in subsection 2(1) of the *Long Term Care Home Act*, S.O. 2007, c.8, as amended;
- (f) accommodations provided by any retirement home as defined in the *Retirement Home Act*, S.O. 2010, c.11, as amended;
- (g) accommodations provided by any home for special care within the meaning of the *Homes for Special Care Act*, R.S.O. 1990, c. H.12, as amended;
- (h) accommodations provided by any non-profit hospice occupying land for which there is an exemption from taxation determined in accordance with section 23.1 of Ontario Regulation 282/98 made under the *Assessment Act*, R.S.O. 1990, c. A.31, as amended;
- (i) accommodations provided by any Person or entity as prescribed by regulation under the *Act*, as exempt from payment of MAT;
- (j) accommodations provided by any treatment centre that receives provincial aid under the *Ministry of Community and Social Services Act*, R.S.O. 1990, c. M.20, as amended; or
- (k) accommodation provided:
  - (i) in a house of refuge or lodging for the reformation of offenders;

- (ii) by charitable or not-for-profit corporations or by the City or its contractors or agents for the purpose of providing or operating a shelter or emergency shelter for the relief of the poor; or for the benefit of persons who are fleeing situations of physical, financial, emotional or psychological abuse; or for other persons who are suffering from homelessness;
- (iii) as a tent site or a trailer site;
- (iv) by an employer to its employees in premises operated by the employer; or
- (v) in premises owned or operated by the City.

## **5. Registration of Accommodation Establishment**

- (1) Providers who operate an Establishment prior to the enactment of this By-law shall register their Establishment with the City by submitting a completed Accommodation Establishment Information Form (Schedule A) with the City before January 1, 2019.
- (2) Providers who begin to operate an Establishment shall register their Establishment with the City by submitting a completed Accommodation Establishment Information Form (Schedule A) within thirty (30) days of the date of commencement for their operation.
- (3) Where there are any changes to the information provided, Providers shall update and submit the Accommodation Information Form (Schedule A) to the City within thirty (30) days of the change.

## **6. Penalties and Interest**

- (1) Where a Provider has submitted a Municipal Accommodation Tax Return Form (Schedule B) that allows for the determination of the actual amount of the MAT that should have been collected and is owing, the prescribed interest and penalties shall be assessed as of the first day of default in addition to the amount of the MAT that is due and that remains unremitted.
- (2) Where a Provider has not submitted a Municipal Accommodation Tax Return Form (Schedule B) on or before the applicable due date prescribed within section 5, the interest and penalties shall be assessed pursuant to the calculation as prescribed at subsection 2(6) of this By-law and shall be assessed on the first day of each month, and for all subsequent months, following the first day of default for any amount of the MAT that is owing and that remains unremitted.

## **7. Liens**

- (1) All MAT penalties and interest owing under this By-law that are past due shall be deemed to be in arrears, and may be added to the tax roll for any real property in the City registered in the name of the Provider to be collected in a like manner as property taxes and shall constitute a lien upon the lands, but such lien shall not be a priority lien for the purposes of sections 1 (2.1), (2.2) and (3) of the *Act*, and such lien will not have higher priority than it would otherwise have in law in relation to other claims, liens, or encumbrances.

## **8. Repayment Agreements**

- (1) Where discretionally the Treasurer determines that is in the best interests of the City to do so, the Treasurer is authorized to enter into a repayment arrangement with any Provider, providing for terms of payment of any MAT and interest and penalties thereon, which were not paid in accordance with this By-law, on such terms as may be established by the Treasurer. While the repayment agreement is in good standing no further collection efforts shall be taken, despite section 9 hereunder. The Treasurer is not obligated to authorize a repayment agreement.
- (2) The repayment agreement shall terminate automatically upon breach of any provision thereof.
- (3) Interest shall continue to accrue on the amount of MAT outstanding during the term of the repayment agreement.

## **9. Collection**

- (1) All MAT provided for under this By-law and related penalties and interest that are past due shall be deemed to be in arrears and a debt owing to the City. The Treasurer is authorized to take any one or more steps available to the City to collect any such amount including without limitation:
- (a) adding the amount to the tax roll for any real property in the City registered in the name of the Provider to be collected in like manner as property taxes and constituting a lien upon the lands;
  - (b) bringing an action in the name of the City for the recovery of the amount in the court of appropriate jurisdiction;
  - (c) referring the collection of the amount to a collection agency; and
  - (d) exercising any other remedy available pursuant to the *Act*, or otherwise available at law.

- (2) The remedies provided for the recovery and enforcement of the payment of any amount required under this By-law are in addition to any other remedies existing at law.

## **10. Audit and Inspection**

- (1) The Provider shall keep books of account, records, and documents sufficient to provide the City or its agent with the necessary particulars of sales of Accommodations and the amount of MAT which should have been collected and remitted.
- (2) The Treasurer or its designate may inspect and audit all books, documents, transactions, and accounts of the Provider and require the Provider to produce copies of any documents or records required to be kept for the purposes of administrating and enforcing this By-law.

## **11. Adjustment By Treasurer**

- (1) Where the Treasurer determines as a result of audit of the Provider's records that MAT which accrued within a period of two years prior to the date of the audit, was not reported and paid by that Provider in accordance with this By-law, the Treasurer may make a determination of the amount of MAT properly payable for that period, adjust the City records appropriately to reflect the adjustment, and:
- (a) notify the Provider in writing:
- (i) of the period for which MAT was adjusted;
  - (ii) of the basis for the adjustment;
  - (iii) of the amount of MAT actually paid and the amount payable for the period of adjustment;
  - (iv) of the amount now owing to the City or overpaid to the City; and
  - (v) where applicable, that payment of any amount owing to the City is due within 15 days of the date of the notice; and
- (b) in the event that an audit reveals an overpayment, the Treasurer, in his or her discretion will provide: a refund of the amount of MAT overpaid; a credit against future obligations to pay MAT; or a credit against any debt then owing to the City by the Provider, whether or not related to MAT. No interest shall be paid on the amount of the overpayment.

- (2) In the event the Treasurer establishes that a Person has made any misrepresentation that is attributable to neglect, careless or willful default or has committed a fraud in supplying any information under this By-law, the Treasurer's right to adjust the MAT is not restricted to a two-year period, despite subsection 11(1).

## **12. Application for Refund**

- (1) A Provider who has paid an amount as MAT which was not payable under this By-law and not addressed through a re-assessment in accordance with subsection 2(6) and 6(2) or through an adjustment in accordance with section 10, may, within two years of the date the Provider becomes aware that the MAT may have been overpaid, apply in writing to the Treasurer to review the application for a refund and where a form has been established by the Treasurer, shall use the prescribed form. The onus of proof shall be on the Provider, who shall provide to the Treasurer such information as the Provider intends to rely on in support of the application. No application for a refund will be accepted if the applicant is not current in filing of MAT Remittance Reports.
- (2) The Treasurer shall review the application, the supporting material provided by the Provider and any other information available to the Treasurer, make a determination of whether all or part of an amount of MAT was wrongly paid, and notify the Provider of his or her decision in writing.
- (3) Where, as a result of the review in subsection 12(2), the Treasurer is satisfied:
- (a) there has been an overpayment of MAT, the Treasurer will notify the Provider and in his or her discretion will: refund the overpaid amount; provide a credit against future obligations to pay MAT; or provide a credit against any debt then owing to the City by the Provider, whether or not related to MAT. No interest shall be paid on the amount of the overpayment; or
  - (b) that no overpayment has been made, the Treasurer shall notify the Provider of the decision in writing and shall provide particulars for disallowing all or part of the refund claimed.
- (4) Any refund authorized under subsection 12(3) shall be limited to the amount overpaid by the Provider during the two year period prior to the date of the application and while the Provider owned the Establishment which provided the accommodation.

## **13. False Statement**

- (1) No Person shall:
- (a) make a false, inaccurate or intentionally misleading statement or representation in any document, statement or request provided for by this By-law; or
  - (b) file a document, statement or request provided for in this By-law where such Person knows or believes it contains a false, inaccurate or intentionally misleading statement or representation, whether or not such statement or representation was made by the Person filing the document or application.

**14. No Interference**

- (1) No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person exercising a power or performing a duty under this By-law.

**15. Offences and Penalties**

- (1) Every Person who contravenes any provision of this By-law is guilty of an offence and is liable to a fine and such other penalties as may be provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 and the *Act*, each as amended.
- (2) For the purposes of subsection 15(1), each day on which a Person contravenes any of the provisions of this By-law shall be deemed to constitute a separate offence under this By-law.
- (3) Every Person who contravenes any provision of this by-law is guilty of an offence as provided for in subsection 429(1) of the *Act*, and all such offences are designated as continuing offences as provided for in subsection 429(2)(a) of the *Act*.
- (4) A Person who is convicted of an offence under this By-law is liable, to a minimum fine of \$500.00 and a maximum fine of \$100,000 as provided for in subsection 429(3), paragraph 1 of the *Act*.
- (5) A Person who is convicted of an offence under this By-law is liable, for each day or part of a day that the offence continues, to a minimum fine of \$500.00 and a maximum fine of \$10,000.00 and the total of all of the daily fines for the offence is not limited to \$100,000, as provided for in subsection a 429(3) paragraph 2 of the *Act*.
- (6) When a Person has been convicted of an offence under this by-law, the Superior Court of Justice or any court of competent jurisdiction thereafter may, in addition to any penalty imposed on the Person convicted, issue an order:

- (a) prohibiting the continuation or repetition of the offence by the Person convicted; and
- (b) requiring the Person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

**16. Enforcement**

- (1) This By-law may be enforced by any Municipal By-law Enforcement Officer.

**17. General**

- (1) If any section, subsection, part or parts of this By-law is declared by a court of competent jurisdiction to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.
- (2) Nothing in this By-law relieves any Person from complying with any provision of any federal or provincial legislation or any other By-law of the City.

**18. Confidential Information**

- (1) All information submitted to and collected by the City, will, except as otherwise provided in this section, be available for disclosure to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“MFIPPA”).
- (2) In the event that any Person in submitting information to the City or to the Treasurer in any form, as required under this By-law, where such information is confidential or proprietary or otherwise may be exempt from disclosure under the MFIPPA, the Person submitting the information shall so identify that information upon its submission to the City or the Treasurer and shall provide sufficient details as to the reason for its purported exemption from disclosure.

**19. Short Title**

- (1) This By-law may be referred to as the “Municipal Accommodation Tax By-law”.

**20. Effective Date**

- (1) This By-law shall come into force and take effect on December 10, 2018.

**PASSED** in open Council this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

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## SCHEDULE A

The Corporation of the  
City of Sault Ste. Marie



### Accommodation Establishment Information

By-Law #2018-218

**Important:** This Accommodation Establishment Information form must be completed by Providers who operate Accommodation Establishments within the City of Sault Ste. Marie and must be submitted to the City before the latter of:

- (i) Before January 1, 2019
- (ii) 30 days after the Establishment commences operations

It is the responsibility of the Provider to update and re-submit this form to the City within 30 days of any changes.

<b>Legal Name of Provider:</b>		
<b>Operating Name of Establishment:</b>		
<b>Legal Name of Property Owner:</b>	<b>Tax Roll Number:</b>	
<b>Property Location:</b>		
<b>Mailing Address (if different):</b>		
<b>Contact Name:</b>	<b>Contact Phone Number:</b>	<b>Contact Email:</b>
<b>Business Number:</b>		
<b>Agent or Internet Booking Platform(s) Used:</b>		
<b>Total Number of Rooms in Establishment:</b>	<b>Daily Room Rate:</b>	
<b>Name:</b>	<b>Position:</b>	
<b>Authorized Signature:</b>	<b>Date:</b>	

The personal information on this form is requested pursuant to By-Law # 2018-218 and is collected under the authority of the *Municipal Act*, S.O. 2001, c. 25, as amended. Submissions for any exempt information under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, can be made upon filing such information with the City as per subsection 18(2) of said By-law. Questions about this should be directed to c/o Municipal Accommodation Tax, The Corporation of the City of Sault Ste. Marie, 99 Foster Dr., Sault Ste. Marie, P6A 5X6.

## SCHEDULE B

The Corporation of the  
City of Sault Ste. Marie



Municipal Accommodation  
Tax Return Form

By-Law #2018-218

### Accommodation Establishment Information:

Establishment Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

### Monthly Reporting Period

YYYY	MM	DD	to	YYYY	MM	DD
------	----	----	----	------	----	----

### Municipal Accommodation Tax Collection

Total Accommodation Revenue collected for above reporting period: \_\_\_\_\_ (If no revenue was earned, enter "0")

A

Less Exemptions: \_\_\_\_\_

B

Less Adjustments: \_\_\_\_\_

C

Total Accommodation Revenue: \_\_\_\_\_

D=A-B-C

D

Municipal Accommodation Tax (4%): \_\_\_\_\_

E=D\*0.04

E

Number of Rooms/Nights sold: \_\_\_\_\_

F

### Explanations of Exemptions and/or Adjustments

Please include reason for the exemption and/or adjustment to the reporting period it pertains to

--

### Claimant Declaration

I certify that the above information on this form and any applicable attachments are true, complete and accurate

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Instructions on Completing Municipal Accommodation Tax Return Form**

1. The Municipal Accommodation Tax Return Form **must be** submitted on a monthly basis. It is due on the last day of the following month. (Example: February return due on March 31st)
2. Accommodation Provider Information: Please enter the name of the establishment, property location, Contact name, number and email address.
3. Monthly Reporting Period: Please enter the month that the return relates to .
4. Adjustments: Include an explanation of the adjustments/exemptions to the reporting period that it relates to.

## **Payment and Remittance Form Submission**

### **In Person**

City of Sault Ste. Marie  
99 Foster Drive  
Central Collections - 2nd Floor  
Sault Ste Marie, ON P6A 5X6  
Hours: Mon to Fri - 8:30 am to 4:30pm

### **By Electronic Fund Transfer**

To get set up for EFT, please email us at  
[MAT@cityssm.on.ca](mailto:MAT@cityssm.on.ca) or **705-759-5278**

**For EFT payments, the form may be submitted by email to MAT@cityssm.on.ca or mailed.**

Payment Options: Cash, Debit, Cheque

### **By Mail**

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

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

**BY-LAW 2018-219**

**AGREEMENT:** (C3) A by-law to authorize the execution of the Agreement between the City and Professional Aboriginal Testing Organization Inc. (PLATO INC.) and Professional Quality Assurance (PQA) Testing Inc. to establish and build-out a new PLATO Testing office location based in Sault Ste. Marie, to train, develop and deliver software application and systems testing services to private and public sectors clients, both locally and remotely to clients across the country.

**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 December 10, 2018 between the City and Professional Aboriginal Testing Organization Inc. (PLATO INC.) and Professional Quality Assurance (PQA) Testing Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to establish and build-out a new PLATO Testing office location based in Sault Ste. Marie to train, develop and deliver software application and systems testing services to private and public sectors clients, both locally and remotely to clients across the country.

**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 10th day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

## Schedule "A"

### CITY OF SAULT STE. MARIE FUNDING AGREEMENT

**THE AGREEMENT** is effective as of the 10<sup>th</sup> day of December, 2018 (Effective Date).

**BETWEEN:**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

PROFESSIONAL ABORIGINAL TESTING ORGANIZATION INC. (PLATO INC.)

(hereinafter referred to as the "Recipient")

-and-

PROFESSIONAL QUALITY ASSURANCE (PQA) TESTING INC.

(hereinafter referred to as the "Recipient")

**WHEREAS** the City Council has passed a resolution to contribute funding to the above noted recipient to assist in the startup and implementation of the Project described in this agreement;

**AND WHEREAS** the parties have mutually agreed to the covenant and funding as set out in this Agreement;

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

**1.0 Term**

The Agreement will commence on the Effective Date and will expire twelve (12) months after:

- i) The completion of the project; or
- ii) Upon the date on which all amounts due to the Recipient by the City under this Agreement, have been paid in full

Whichever is later, unless terminated by the City pursuant to the terms contained herein.

Upon the expiry of the Agreement, the Recipient shall follow the provisions of Section 7.1 of this Agreement.

## **2.0 The Project**

The Recipient shall ensure that the Project described in Schedule A commences on or before October 31, 2018 (the "Commencement Date") and is completed on or before October 31, 2020 (the "Completion Date").

2.1 The Recipient shall not alter the scope, timing or location of the Projection without the prior written consent of the City.

## **3.0 Funds Provided**

Subject to the terms and conditions of the Agreement, The City shall provide Funds to the Recipient in respect to the Project in the amount not exceeding the lesser of:

- i. **\$250,000.00**
- ii. **3.87% of the incurred Eligible & Supported Costs of the Project outlined in Schedule A, projected at \$6,459,782.**

3.1 The Recipient acknowledges that:

- i. It is not eligible to receive any funding or grants from any City source in addition to the funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs; and
- ii. Any and all amounts owing to the City must be paid in full before the Funds will be released

### **3.2 Use of Funds**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time; and
- ii. The Recipient shall use the Funds solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Schedule B and shall carry out the Project in a diligent and professional manner.
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, other grants, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term.
- iv. That the Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

### **3.3 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement or upon termination of the Agreement by the City, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

### **3.4 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further installments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

#### **4.0 Total Government Funding**

- i) The Recipient hereby confirms that for the purpose of this Project, the following additional sources of government funding including without limitation, federal, provincial, municipal, or local government assistance has been approved or received:

Northern Ontario Heritage Fund Corporation	\$ 1,292,000
FedNor	\$ 2,600,000

#### **5.0 Procurement**

5.1 The Recipient shall be responsible and accountable for the procurement of goods, services or Assets related to the Project in accordance with a written policy.

5.2 The Recipient shall favour a competitive process for the procurement of goods, Assets and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services or Assets for the Project to a specific person or entity.

5.3 The Recipient shall maintain procurement files containing all relevant procurement documentation including, without being limited to, purchase requisitions, tender documents or records of telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation.

#### **6.0 Claims and Payments**

Subject to the terms and conditions of the Agreement, the City shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the maximum funds

##### **6.1 Payment Procedures**

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. To initiate reimbursement of Eligible and Supported Costs, the Recipient shall submit:

- i. Copies of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding claims, such as FedNor.
- ii. A certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement

- iii. A completed electronic funds transfer information form which will enable the City to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- iv. Any other documentation in support of the claim as may be required by the City

6.1.1. The City shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

6.1.2. Subject to the maximum Contribution amounts set forth in subsection 3.0 and all other conditions in this Agreement, the City shall pay to the Recipient the City's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the City's payment practices.

6.1.3. The City may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

6.1.4. The City may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the City.

## **6.2 Final Claim Procedures**

In addition to the requirements set out in subsection 7.0, with respect to the Recipients' final claim for any Eligible and Supported Costs, the Recipient shall submit to the City 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 total government funding received;
- iii. A final Activity Report on the Project;
- iv. A final Results Report on the outcomes and impacts of the Project for evaluation purposes; and
- v. A certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported costs incurred and Paid submitted for payment

The Recipient shall submit the final claim for Eligible and Supported Costs no later than six (6) months after the completion date or early termination date of the project. The City shall have no obligation to pay any claims submitted after that date.

## **7.0 Accounting Records**

The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

### **7.1 Reports**

The Recipient shall:

- i. Submit to the City all reports and documents in accordance with the timelines and content requirements set out in the Reports Schedule C.

- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Present to City Council a final report following the completion of the project on a date specified by the City including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

## **8.0 Recognition**

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

## **9.0 Insurance**

The Licensee(s) agrees to maintain at all times during the currency of this license hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form, shall be filed with the City of Sault Ste. Marie Community Development & Enterprise Services Department on or before December 31, 2018.

## **10.0 Indemnity**

The Recipient hereby agrees to indemnify and hold harmless the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

## **10.0 Default**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and may result in the immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City. Each of the following events shall constitute an **"Event of Default"**:

- ii) If in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with the City;
- iii) If in the opinion of the City, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of Agreement:
  - a) Carry out the Project
  - b) Use or spend Funds; and/or

- c) Provide Reports
  - iv) The nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the Funds;
  - v) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
  - vi) If any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
  - vii) The Recipient ceases to operate; or
  - viii) A Conflict of interest that cannot be resolved to the City's satisfaction, acting reasonable

10.1 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- i) Initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- ii) Suspend the payment of Funds for such period as the City determines appropriate;
- iii) Reduce the amount of the Funds;
- iv) Cancel all further payment of Funds;
- v) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by the City shall immediately become due and payable;
- vi) Demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
- vii) Terminate the Agreement, effective immediately, upon giving written Notice to the Recipient; and/or
- viii) Exercise any other rights or remedies available to the City under this Agreement or applicable law.

## **11.0 Termination**

The City may, at its sole discretion at any time and for any reason, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination.

In the event that the City elects to terminate the Agreement as a result of an Event of Default on the part of the Recipient, as set out in Section 10.0 above, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and conditions set out in Section 10.0 and Section 10.1 herein shall apply.

## **12.0 Notice**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City of SSM:

Tom Vair  
Deputy CAO, Community Development & Enterprise Services  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Mr. Denis Carignan  
President, Professional Aboriginal Testing Organization (PLATO) Inc.  
231 Regent Street, Suite 301  
Fredericton, NB

### **13.0 General Provisions**

#### **13.1 General Expenses Incurred**

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

#### **13.2 Applicable Law**

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **13.3 Assignment**

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

#### **13.4 Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

### **14.0 Execution of Agreement**

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

I/we have authority to bind the Corporation.

PROFESSIONAL ABORIGINAL TESTING ORGANIZATION (PLATO) INC.

By: \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

I/we have authority to bind the Corporation.

## **SCHEDULE "A" PROJECT DESCRIPTION**

### **1. PROJECT DESCRIPTION**

The Project entails establishing and building-out a new PLATO Testing office location based in SSM to train, develop and deliver software application and systems testing services to private and public sectors clients, both locally in SSM and remotely to clients across the country.

The project is expected to increase the number of skilled and domestic software testers and Information Technology (IT) professionals available in Northern Ontario, as well as address training and underemployment challenges faced by Indigenous groups across the region.

### **2. THE KEY PERFORMANCE TARGETS ARE:**

Key project activities include:

- Solidifying partnerships with several identified local businesses for delivery of software testing services;
- Strengthening partnerships and collaborations with Sault College and Algoma University for certification or diploma level software testing training modules and distant learning programs;
- Developing short-term internships for newly trained PLATO software testers (OLG/CBN/Createch SSM);
- Securing appropriate office space and training facilities for Aboriginal Software Tester Training Program;
- Recruiting and hiring 2-3 senior lead testing resources, including a Sault Ste. Marie office manager, and 1 sales executive to lead, mentor and support the Indigenous Testing Resources trained/hired in Sault Ste. Marie.
- Marketing the software tester training opportunity to local and regional indigenous communities and institutions with the intent of attracting a pool of talent to evaluate for admission into the training program;
- Screening and selection of training candidates
- Executing a six-month training program and graduation of first training class;
- Ongoing delivery of software testing services to local business partners and additional rounds of software tester training program to grow employee base in Sault Ste. Marie
- Potential partnership with local academic institutions for certification/diploma level software testing training modules and distant learning programs

Key performance measures are:

- 76 new highly skilled jobs created;
- 1 company established;
- 6 certified training courses delivered;
- 1 new partnership created; and
- 10 strategic alliances created

#### **A) Project Dates:**

- a. Commencement Date – October 31, 2018
- b. Completion Date – October 21, 2020

## SCHEDULE "B" PROJECT COSTS AND FINANCING

**RECIPIENT'S NAME:** Professional Aboriginal Testing Organization (PLATO) Inc.

**ALLOCATION:** \$250,000.00

The Recipient acknowledges this is a one-time payment for Eligible Projects with Eligible Costs

### ELIGIBLE GRANT EXPENDITURES

<b>Project Costs:</b>		<b>Financing:</b>	
Eligible Costs		City of SSM	\$ 250,000
Supported	\$6,459,782	Provincial	\$1,292,000
Not Supported	\$ 0	Federal	\$2,600,000
Ineligible Costs	\$ 968,015	Financial	\$ 0
		Institution	\$ 0
		Recipient	\$3,285,797
		Other	\$ 0
Total	\$7,427,797		\$7,427,797

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<b>Eligible Costs:</b>			
Salary	\$4,160,000		\$4,160,000
Professional Development & Training (could include contract for service)	\$1,857,100		\$1,857,100
Marketing and Promotion	\$ 243,182		\$ 243,182
Equipment (Purchase and Installation)	\$ 199,500		\$ 199,500
<b>TOTAL ELIGIBLE COSTS</b>	\$6,459,782		\$6,459,782
<b>Ineligible Costs:</b>			
Ongoing Operating Costs		\$ 968,015	\$ 968,015
<b>TOTAL INELIGIBLE COSTS</b>			\$ 968,015
<b>TOTAL PROJECT COSTS</b>			\$7,427,797

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

\*\* Upon request, the Recipient will provide copies of invoices for other cost categories to monitor overall Project spending and the City's share of eligible and total costs.

\*\*\* The Recipient may carry out the Project in the official language of the Recipient's choice

## **SCHEDULE "C" REPORTING**

The following documents shall be filed with the Finance Department of the City:

1. Claims for Eligible and Supported costs incurred in accordance with 6.1
2. Final claims procedures in accordance with 6.2

**SCHEDULE "D"**

**SUMMARY OF ELIGIBLE EXPENSES**

Eligible Expense	Approved\$	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "B" ,and that none have been reimbursed by another party, as listed in item 4.0.

---

Signature/Title

---

Date

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-221**

**AGREEMENT:** (C3) A by-law to authorize the execution of the Agreement between the City and the Musical Comedy Guild of Sault Ste. Marie, Inc. for use of a portion of the former Steelton Seniors Centre for storage effective December 10, 2018.

**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 December 10, 2018 between the City and the Musical Comedy Guild of Sault Ste. Marie, Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for use of a portion of the former Steelton Seniors Centre for storage effective December 10, 2018.

**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 10<sup>th</sup> day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

**LICENCE TO OCCUPY CITY FACILITY (STORAGE)**

**THIS LICENCE AGREEMENT** made this 10th day of December, 2018.

**BETWEEN:**

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

(hereinafter referred to as the "City")

- and -

**MUSICAL COMEDY GUILD OF SAULT STE. MARIE, INC.**

(hereinafter referred to as the "Licencee")

**WHEREAS** the City is the registered owner of the lands and premises municipally known as 235 Wellington Street, Legally described as LT 209-212 BLK 5 PL 402 KORAH EXCEPT PL J6061: SAULT STE. MARIE (the "City Property");

**AND WHEREAS** the Licencee has approval from the City to store equipment/props in a portion of the City Facility (the "Musical Comedy Guild") within the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

**AND WHEREAS** the City is prepared to grant the Licencee the right to occupy the Licenced Area for the Musical Comedy Guild, subject to the terms and conditions set out herein;

**NOW THEREFORE** the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns to hereby covenant and agree with one another as follows:

1. The City grants to the Licencee the right to occupy the Licenced Area for a period not to exceed one (1) year or immediately upon written request from the City to vacate the premises, which ever shall occur first.
2. The Licenced Area shall only be used for storage by the Musical Comedy Guild, and uses ancillary thereto, and the Musical Comedy Guild shall remain within the dimensions as marked and identified in Scheduled "A" to this Licence Agreement. The Licencee shall not use or permit the Licenced Area to be used for any other purpose other than the purpose set out herein.
3. The Licencee acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" to this Licence Agreement.
4. The Licencee shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the City.
5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City, to:

**Melanie Borowicz-Sibenik**  
Assistant City Solicitor/Senior Litigation Counsel  
Legal Department  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive, Sault Ste. Marie ON P6A 5X6

In the case of notice to the Licencee, to:

**Leith Harris**  
Musical Comedy Guild of Sault Ste. Marie, Inc.  
1200 Town Line Road  
Sault Ste. Marie ON P6A 6K4

6. This Licence Agreement together with the recitals and Schedules "A" and "B" appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be amended only by written instrument signed by both parties.
7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and, where applicable, permitted assigns.
8. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 19<sup>th</sup> day of March, 2018.

**MUSICAL COMEDY GUILD OF SAULT STE.  
MARIE, INC.**

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Name:  
Position:  
*I have the authority to bind the corporation.*

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

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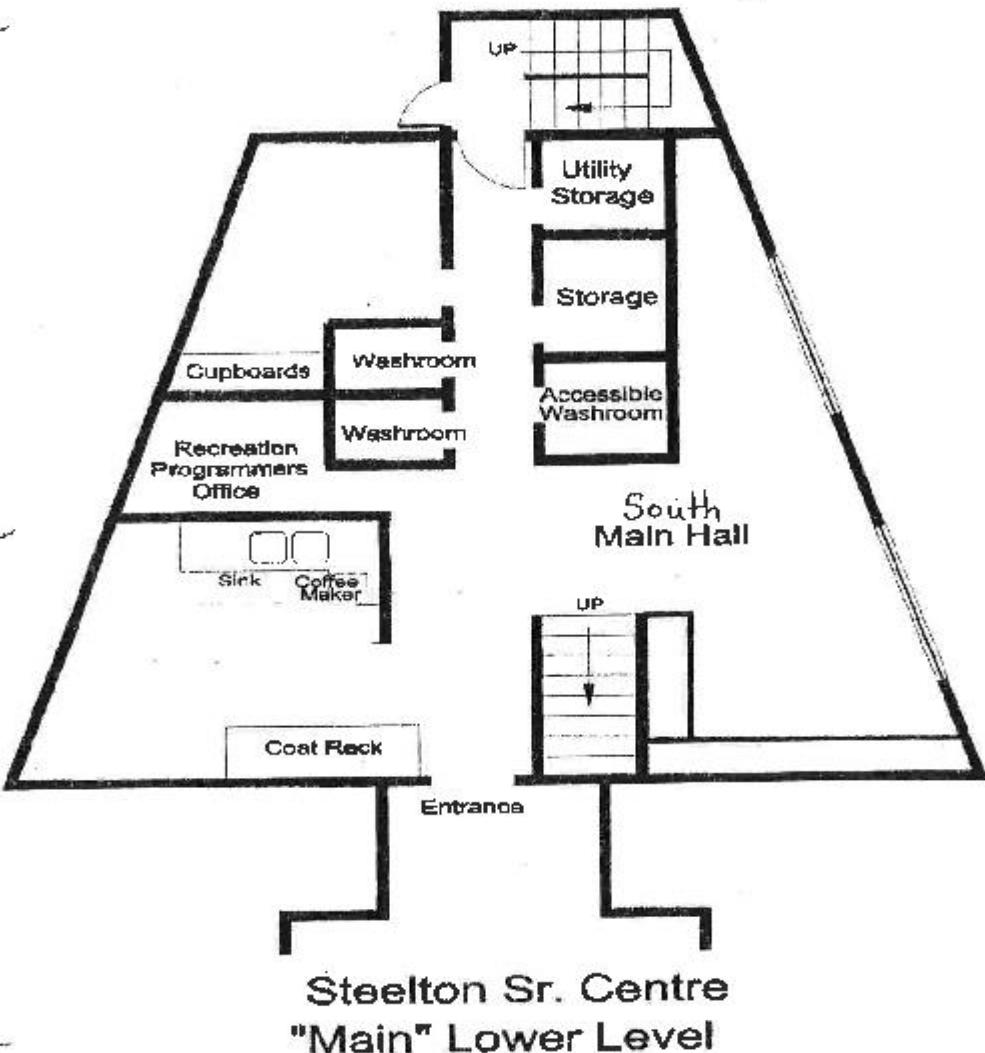
MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE

## SCHEDULE "A" TO LICENCE AGREEMENT

The Licensed area is approximately 1000 square feet. The Licencee is permitted to use the south main hall for storage.



## **SCHEDULE “B” TO LICENCE AGREEMENT**

The parties hereto acknowledge and agree that this Licence Agreement is subject to the terms and conditions contained herein.

### **Permitted Use**

1. The Licencee shall be permitted to use the Licenced Area for the Musical Comedy Guild, for storage within the dimensions and at the locations as set out in Schedule “A” to this Licence Agreement and for any uses ancillary thereto (the “Permitted Use”). Subject to the terms of this Agreement, the Licencee shall not install or alter any structure, fixture or space as of the date of this Agreement without prior written consent of the City.

### **Covenants**

2. Each party covenants and agrees to do and cause all things to be done and execute and deliver all such documents as may be required in order to carry out the provisions of this Agreement.
3. Except as otherwise set out herein, so long as the Licencee performs and observes the Licencee’s covenants hereunder, the Licencee may peaceably possess and enjoy the Licenced Area for the Term and Renewal Term(s), as applicable, without interruption or disturbance by the City or any other person claiming by, from or under the City.

### **Indemnity**

4. Licencee shall indemnify and save harmless the City from any costs, liabilities and expenses incurred by the City that may result from the Musical Comedy Guild use of the Licenced Area.
5. The Licencee confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area, City Property or any part thereof, for use by the Licencee. The Licencee acknowledges that it has satisfied itself concerning the suitability of the City Property for the Permitted Use and further, that it is using the Licenced Area on an “as is” basis.
6. The Licencee agrees to defend, indemnify and save harmless the City and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from and against any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Licencee, its directors, officers, employees, consultants, subcontractors, agents, users, customers, invitees or other persons for which it is responsible in law or any of them including but not limited to the design, construction, set up, operation, inspection, maintenance and enjoyment of the Musical Comedy Guild, or any other activities related directly or indirectly to the Musical Comedy Guild or otherwise arising out of or connected with this Agreement.

## **Insurance**

7. The Licencee(s) agrees to maintain at all times during the currency of this licence hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. The City and Licencee agree that the Licensed Area shall be insured by the City under its (the City's) building, public liability and property damage and office contents insurance policy.
9. The Licencee acknowledges that the insurance referred to above pertains to the building, public liability, property damage and some office contents. It shall be the responsibility of the Licencee to obtain and pay for adequate insurance on any chattels they leave or store on or within the Licensed Area.

## **Compliance with Laws**

10. The Licencee, its directors, officers, employees, consultants, subcontractors, agents, users, customers, and invitees shall comply with all Laws, By-laws, Rules and Regulations or any governing body respecting the Musical Comedy Guild and all matters related to this Licence Agreement and shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or invitees with such Laws, By-laws, Rules and Regulations.

## **Access**

11. The City covenants to permit at all reasonable times the Licencee, its employees, servants, agents or invitees, ingress and egress into and through the Licensed Area.
12. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the Licensed Area, such that removal of any portion or the entirety of the Musical Comedy Guild is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Musical Comedy Guild to its condition prior to such access by the City and/or emergency personnel.

## **Maintenance and Repair**

13. During the Term, the Licencee shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licensed Area, including but not limited to, keep the sidewalks, driveways, entrances and parking areas which form a part of the Licensed Area's premises free and clear of snow and ice. The Licencee agrees to regularly inspect and maintain the Licensed Area in a manner that is consistent with the remainder of the City Property. The Licencee further agrees not to cause or permit to be caused damage to the City Property through the transport of materials or equipment and that if such damage is caused to restore the City Property to the condition it was in prior to the damage occurring. In the event that the Licencee fails to maintain the Licensed Area in a manner satisfactory to the City in the City's sole discretion, the City may terminate this Licence Agreement upon written notice to the Licencee. The Licencee further acknowledges and agrees that its use and operation of the Musical Comedy Guild shall not interfere with the use, enjoyment and maintenance of the remainder of the City Property.
14. The Licencee covenants to take all reasonable precautions to protect the Licensed Area against fire and other hazards. The Licencee further covenants to not cause or permit to be caused any damage to the Licensed Area or City Property through the operation of the Musical Comedy Guild or by any other means, including but not limited to flooding, contamination of the soil, or other damage to the ground in the Licensed Area or City Property.
15. The Licencee covenants to repair, maintain and keep the Licensed Area and all improvements, appurtenances and equipment therein and thereon with respect to the Musical Comedy Guild, in good repair and in a reasonable state of cleanliness, which shall include the Licencee taking reasonable steps to prevent vandalism of the Licensed Area and surrounding premises. The Licencee shall make all necessary and consequential repairs to the Licensed Area including the structures thereon and, further, shall make all necessary and consequential repairs to the Licensed Area to the extent that same are required as a result of any act or neglect of the Licencee or any breach by the Licencee of its obligations under this Agreement.
16. The City covenants with the Licencee to repair any damage to the Licensed Area if the damage, in the discretion of the City, interferes with the Permitted Use and is attributable to negligence or willful conduct on the part of or caused by the City, its agents or employees.
17. The Licencee shall not make any alterations or improvements of any nature to the Licensed area.

## **Termination**

18. At the conclusion of the Term or upon early termination of this Licence Agreement as set out in this Licence. The Licencee shall within thirty (30) days of same, promptly remove all property belonging to the Licencee, complete all necessary cleanup activities including restoring the Licensed Area to a condition that is satisfactory to the City in its sole discretion. In the event that the required cleanup activities and restoration of the Licensed Area is not completed by the Licencee by thirty (30) days after the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City may

complete such cleanup, removal of the items and restore the Licensed Area as it deems necessary at the expense, liability and risk of the Licencee and the City shall have the right to sell all or part of the goods or materials removed by public or private sale without giving notice to the Licencee, all notices required by statute or otherwise (if any) being expressly waived.

### **Proprietary Rights**

19. The Licencee hereby acknowledges and agrees that the Licencee has no proprietary right, title or interest in the Licensed Area, and that same is and shall remain the property, title and right of the City.
20. The Licencee shall not allow to attach to the City Property any encumbrance, including without limitation any lien for work, labour, services or materials ordered by the Licencee or for the cost of which the Licencee may in any way be obligated.

### **Taxes**

21. Should any applicable taxes assessed upon the Licensed Area be increased as a result of the City granting this Licence to store material within the existing property, the Licencee will be responsible for payment of any increase.

### **Default**

22. If and whenever the Licencee fails to perform or observe its covenants contained herein, the City shall have the option of proceeding pursuant to either of the following:
  - (a) The City, without limiting any other remedy which it may have, shall have the right to do all things necessary to remedy any such default and for such purpose may at any time enter upon the Licensed Area. The Licencee shall reimburse the City forthwith upon demand for the aggregate of all costs, charges and expenses incurred by the City in remedying any such default plus ten (10%) percent of same; or
  - (b) The City shall elect to terminate this Agreement effective immediately and provide the Licencee with written notice of same.

### **Severability**

23. In the event that any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.
24. The parties hereto agree that paragraphs 4 to 10 and 13 to 17 and 19 to 20 of this Schedule shall survive the termination of this Licence Agreement.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-222**

**AGREEMENT:** (C3) A by-law to authorize the execution of the Agreement between the City and The Rotary Club of Sault Ste. Marie for the donation of Fourteen Thousand Three Hundred and Fifty One (\$14,351.00) Dollars for the purchase of trees planted along Carmen's Way.

**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 December 10, 2018, between the City and The Rotary Club of Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Agreement is for the donation of Fourteen Thousand Three Hundred and Fifty One (\$14,351.00) Dollars for the purchase of trees planted along Carmen's Way.

**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 10<sup>th</sup> day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

Schedule "A"

**DONATION AGREEMENT**

This Donation Agreement made this 10<sup>th</sup> day of December 2018

**BETWEEN:**

**THE ROTARY CLUB OF SAULT STE. MARIE**

(hereinafter referred to as the "The Club")

- and -

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

(hereinafter referred to as the "City")

**WHEREAS** the City is the registered owner of lands in the City of Sault Ste. Marie known as Carmen's Way located between Cathcart Street and John Street, Sault Ste. Marie, ON hereinafter referred to as "Carmen's Way";

**AND WHEREAS** the City is planting trees along the City owned boulevard of Carmen's Way;

**AND WHEREAS** The Club has agreed to assist the City in the acquisition of trees by donating funds to the City for that purpose.

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

**1. DONATION**

The Club agrees to donate funds in the amount of Fourteen Thousand Three Hundred and Fifty-One Dollars (\$14,351.00) to the City for the exclusive purpose of purchasing trees to be planted along Carmen's Way.

The City acknowledges having received the said funds as referred in Section 1 of this agreement from The Club and will purchase the trees with said funds.

**2. USE OF DONATION FUNDS**

The City covenants and agrees that the donation of funds provided to it by The Club shall be used solely towards the cost of purchasing trees along Carmen's Way and for no other purpose.

**3. PLANTING AND MAINTENANCE**

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

The City shall indemnify and save harmless The Club from any action arising out of the planting, location and maintenance of the trees.

The parties hereto acknowledge and agree that if at any point in the future the trees become unfit, oversized, hazardous, appear to be, or are dead, the City may remove and/or replace the tree, or trees, at its sole discretion and expense.

#### **4. APPRECIATION**

The City agrees to purchase, install and maintain a commemorative bench and plaque along Carmen's Way of which word composition on said plaque is to include the name of the donor organization, being "The Rotary Club of Sault Ste. Marie" and acknowledge the generous donation.

#### **5. DEFAULT**

- (1) In the event that the City breaches any provision of this Donation Agreement, The Club shall notify the City in writing of the nature of said breach, and the City shall be given thirty (30) days to remedy the violation. If the City has not remedied the violation to the satisfaction of The Club at the expiration of thirty (30) days from such notification, The Club may:
- (a) Waive the breach;
  - (b) Make any other mutually agreeable arrangement with the City; or
  - (c) Terminate this Donation Agreement and provide the City with written notice of same.

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals this 10<sup>th</sup> day of December 2018.

**THE ROTARY CLUB OF SAULT STE. MARIE**

Per: \_\_\_\_\_  
PRESIDENT – ROBERT CARRICATO

Per: \_\_\_\_\_  
TREASURER – SUZANNE PRIDDLE-LUCK

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

Per: \_\_\_\_\_  
MAYOR – CHRISTIAN PROVENZANO

Per: \_\_\_\_\_  
CITY CLERK – MALCOLM WHITE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-223**

**AGREEMENT:** (AG168) A by-law to authorize the execution of the Amending Agreement between the City and The Federal Bridge Corporation Limited, which amends the Licence Agreement dated December 13, 2017 which permits the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited until such time as the land transfers are complete.

**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 Amending Agreement dated December 10, 2018 between the City and The Federal Bridge Corporation Limited, a copy of which is attached as Schedule "A" hereto. This Agreement amends the Licence Agreement dated December 13, 2017 which permits the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited until such time as the land transfers are complete.

**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 10<sup>th</sup> day of December, 2018.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

## SCHEDULE "A"

The parties hereto acknowledge and agree that the City is the registered owner of the lands legally described as follows:

GEORGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY T127029 BTN QUEEN ST AKA SUPERIOR ST TOWN PLOT OF ST. MARY'S & ALBERT ST AKA MURRAY ST TOWN PLOT OF ST. MARY'S; LT 12 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 2 1R1177 MRO; PT LT 11 N/S SUPERIOR ST, 11 S/S MURRAY ST, 12 S/S MURRAY STREET, 13 S/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 1, 3 & 4 1R1177, PT 1 1R10605 SRO; SAULT STE. MARIE, PIN 31578-0170 (LT);

PT LT 15 S/S MURRAY ST, 16 S/S MURRAY ST, 15 N/S SUPERIOR ST, 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS IN RY22821 (SECONDLY, THIRDLY & FOURTHLY) & AS IN T113494 EXCEPT T149152, T339457 & PT 7 1R2137, CLOSED BY BYLAW AL158973; S/T RY48557, T360047, T361971, T84473, T386646 & T113565, T129342; SAULT STE. MARIE, PIN 31578-0173 (LT);

PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648; PT LANE PL 4175 ST. MARY'S CLOSED BY T441832, PT 1 1R10648; SAULT STE. MARIE, PIN 31576-0010 (LT);

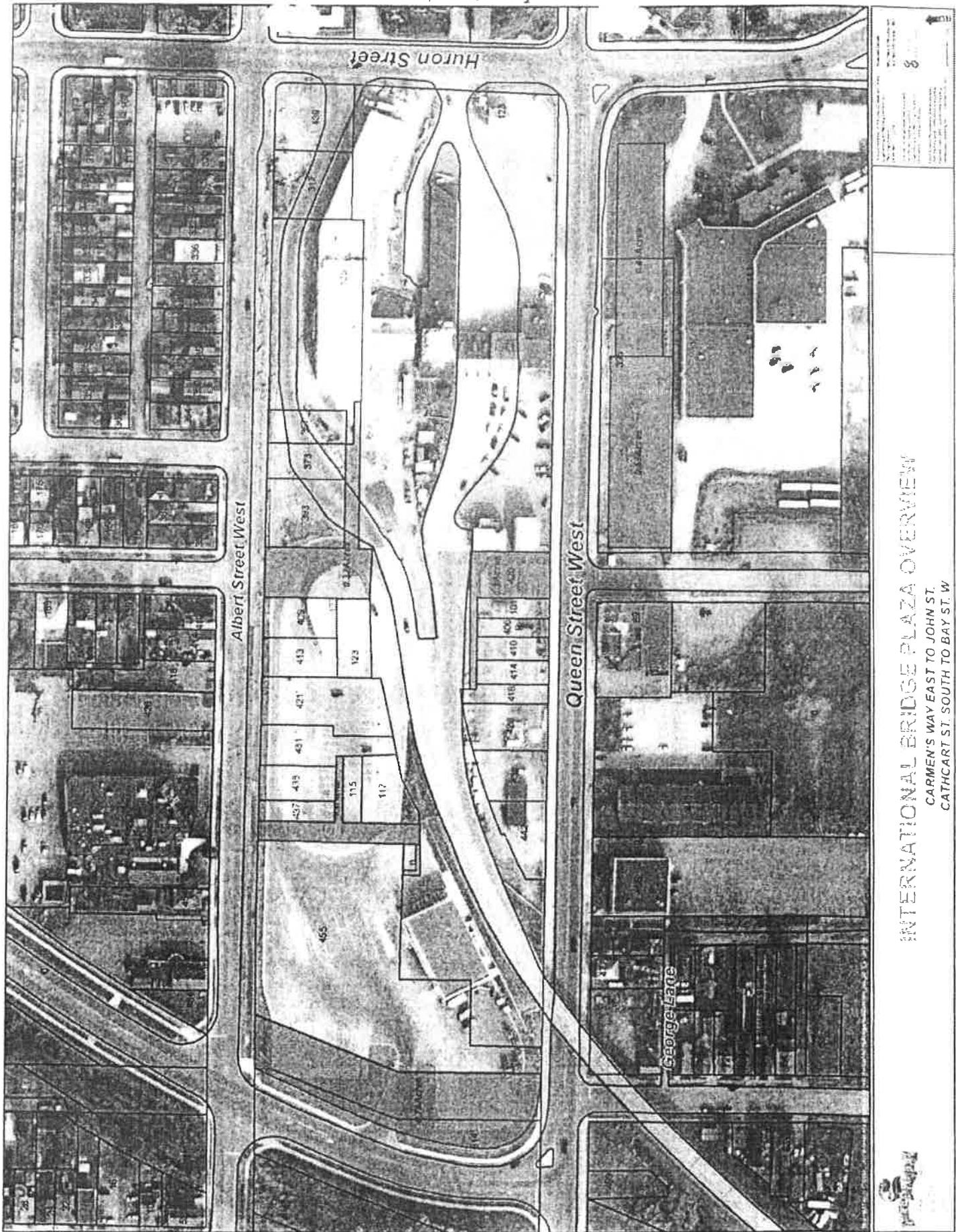
PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE, PART OF PIN 31576-0329 (LT);

PART OF THE FOLLOWING PROPERTIES: LT 19 S/S SUPERIOR ST, 20 S/S SUPERIOR ST, 21 S/S SUPERIOR ST, 22 S/S SUPERIOR ST, 23 S/S SUPERIOR ST, 24 S/S SUPERIOR ST, 23 PORTAGE ST, 24 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT LT 19 PORTAGE ST, 20 PORTAGE ST, 21 PORTAGE ST, 22 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT PORTAGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY RY5684, PT 1 TO 8, 1R4514; S/T T433158, T217657, T242063; S/T T241680, T242587, T278276, T456523; SAULT STE. MARIE, PART OF PIN 31576-0024 (LT); AND

PT LT 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S PT 7 1R2137; SAULT STE. MARIE, PIN 31578-0196.

The parties further acknowledge and agree that these lands are collectively referred to as the "Subject Property" in this Licence Agreement.

Schedule "B"



This Amending Agreement is made effective the 10<sup>th</sup> day of December, 2018 (the "Amending Agreement").

**BETWEEN:**

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

(hereinafter the "City")

– and –

**THE FEDERAL BRIDGE CORPORATION LIMITED**

(hereinafter the "FBCL")

**WHEREAS** the City is the registered owner in fee simple in possession of lands legally described in *Schedule "A"* to this Agreement (collectively referred to as the "Subject Property") and illustrated on the map attached as *Schedule "B"* to this Agreement;

**AND WHEREAS** the FBCL expressed to the City its desire to acquire the Subject Property to facilitate the construction and ongoing maintenance, occupation and use of a new International Bridge Plaza and accompanying infrastructure (the "Project") and the City is agreeable to same;

**AND WHEREAS** matters related to the conveyance of the Subject Property are in the process of being finalized;

**AND WHEREAS** the City and the FBCL entered into a Licence Agreement dated December 13, 2017, with an expiry date of December 31, 2018, regarding the Subject Property;

**AND WHEREAS** the FBCL has requested that the expiry date in the said Licence Agreement be extended to May 31, 2019;

**AND WHEREAS** the City agrees to amend the said Licence Agreement to extend the expiry date in the Agreement to May 31, 2019;

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

1. That paragraph 2 of the Licence Agreement be amended to read as follows:

"The Licence created in Section 1 of this Agreement shall continue until May 31, 2019 or ending at such time as lands comprising all of the Subject Property are transferred from the City to the FBCL, whichever occurs first."

2. The remaining paragraphs, Schedules, terms and conditions of the said Licence Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amending Agreement effective as of the date written above.

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

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – MALCOLM WHITE

**THE FEDERAL BRIDGE CORPORATION LIMITED**

---

NAME:  
TITLE:

---

NAME:  
TITLE:

*I/We have the authority to bind the corporation*

SCHEDULE "A"

2017



Consulting Engineers of Ontario (CEO)  
in partnership with the  
Municipal Engineers Association (MEA)



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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 10<sup>th</sup> day of DECEMBER, 2018**

**-BETWEEN-**

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

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**AECOM CANADA LTD.**

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering services to prepare a Request for Proposal (RFP) to solicit proposals from General Contractors for computer hardware, supply and installation, hardware maintenance support, panel modifications, and Rockwell licensing and support.

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

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

## DEFINITIONS

**1. Engineer**

In this Agreement, the word **Engineer** shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**2. Services** – As per Article 2 – Services to be provided.

**3. RFP** – Request for Proposal

**4. Addenda** – None

**5. Order of Precedence:**

## **ARTICLE 1 - GENERAL CONDITIONS**

### **1.1 Retainer**

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

### **1.2 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### **1.3 Staff and Methods**

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

### **1.4 Drawings and Documents**

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

### **1.5 Intellectual Property**

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

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

### **1.6 Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

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- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

#### **1.7 Changes and Alterations and Additional Services**

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

#### **1.8 Delays**

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

#### **1.9 Suspension or Termination**

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

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

#### **1.10 Indemnification**

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

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

#### **1.11 Insurance**

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

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$5,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

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

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

**1.12 Force Majeure**

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

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

**1.13 Contracting for Construction**

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

**1.14 Assignment**

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

**1.15 Previous Agreements**

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

**1.16 Approval by Other Authorities**

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

**1.17 Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

**1.18 Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

**1.21 Dispute Resolution**

- 1) Negotiation
  - a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grievous party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
  - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely

disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
  - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
  - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
  - d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
  - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- Arbitration
- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
    - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
    - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991, S.O. 1991, C.17*, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
    - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.

- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

## 1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## 1.23 Estimates, Schedules and Staff List

### **1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.01 AECOM to prepare an RFP to solicit proposals from “General Contractors” for supply and installation of computer hardware, hardware maintenance support, panel modifications, Rockwell licensing and support, etc.

AECOM will also develop the proposed evaluation criteria to assist in selecting a preferred Vendor/General Contractor. The criteria and proposed scoring will be vetted with City staff.

A single AECOM staff member will participate on the evaluation committee.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

**a) Cost of the Work:**

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

**b) Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 Basis of Payment (*Strike out those that do not apply*)

#### **3.2.1 Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

#### **CALCULATION OF FEE**

<b>TYPE OF SERVICE</b>	<b>PERCENTAGE</b>

### **3.2.2 Fees Calculated on a Time Basis**

#### **3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification	Billing Rate (\$/hour)
Department Manager	\$170 - \$220/hr.
Project Manager	\$140 - \$190/hr.
Senior Technician/Designer	\$90 - \$130/hr.
Support Staff	\$65 - 80/hr.

Grade: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

#### **3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3 Lump Sum Fee**

#### **3.2.3.1 Lump Sum Fee Basis**

- a) ~~Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.~~
- b) ~~Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of \_\_\_\_% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.~~
- c) ~~If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~
- d) ~~HST will be added to the Lump Sum Price.~~

#### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

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### **3.2.5 Upset Cost Limit**

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$29,800.00 plus applicable taxes made up as follows:
  - (i) \$ \_\_\_\_\_ plus applicable taxes for Core Services as described in Schedule A; and,
  - (ii) \$ \_\_\_\_\_ plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

## **3.3 Payment**

### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

### **3.3.2 Fees Calculated on a Percentage of Cost Basis**

#### **a) Monthly Payment**

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of \_\_\_\_\_ percent ( \_\_\_\_\_ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.~~

#### **b) On Award of Contract**

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the~~

~~Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.~~

c) ~~Delay of Award of Contract~~

~~In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.~~

~~Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.~~

d) ~~On Completion of the Work~~

~~Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.~~

### **3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

**This \_\_\_\_\_ Day of \_\_\_\_\_ , 20\_\_\_\_**

Signature	
Name	Chris Redmond, P. Eng.
Title	Senior Vice President

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

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

**This 10<sup>th</sup> Day of December, 2018**

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	Deputy CAO and City Clerk

## **ARTICLE 5 – ATTACHMENTS**

N/A

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## **Supplementary Conditions**

### **1) Article 1, General Conditions, Clause 1.1 – Retainer**

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following:

“

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

“

### **2) Article 1, General Conditions, Clause 1.3 – Staff and Methods**

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following:

“

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

“

### **3) Article 1, General Conditions, Clause 1.10 – Indemnification**

Delete second paragraph.

### **4) Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment, Sub-Clause 3.2.5 – Upset Cost Limit, (b)**

Amend this clause by the addition of the following paragraph:

“A communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.”

## SCHEDULE “A”

### **FEE ESTIMATE**

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
SCADA System Upgrades	As per Agreement	N/A	\$29,800 <sup>(i)</sup>	(i)

Note:

- (i) Fees include estimated disbursements and excludes taxes.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-227**

**AGREEMENT:** (E2) A by-law to authorize the execution of the Agreement related to engineering services for Supervisory Control and Data Acquisition (SCADA) architecture upgrades, and to obtain Council approval to issue a Request for Proposal to contractors for the upgrades.

**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 December 10, 2018 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for Supervisory Control and Data Acquisition (SCADA) architecture upgrades and to obtain Council approval to issue a Request for Proposal to contractors for the upgrades.

**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 10th day of December, 2018.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-231**

**AGREEMENT:** (AG61) A by-law to authorize the execution of an Amending Agreement between the City and Child Care Algoma to expand the Leased area as stipulated in the existing lease.

**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 December 10, 2018 between the City and Child Care Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is to expand the Leased area as stipulated in the existing lease.

**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 10th day of December, 2018.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

## SCHEDULE A

This Amending Agreement is made effective the 10<sup>th</sup> day of December, 2018 (the "Amending Agreement").

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(herein referred to as the "Landlord")  
-and-

**CHILD CARE ALGOMA**  
(herein referred to as the "Tenant")

**WHEREAS** the Landlord hereby leases to the Tenant the land known as Part of Parkland Park being more particularly described as Part of Block 140, Plan M-402 and entered into a Lease on April 25<sup>th</sup>, 2017 for said city property (the "Lease");

**AND WHEREAS** the Agreement no longer meets the Tenant's needs as additional space is required to accommodate the children;

**AND WHEREAS** the Manager of Recreation and Culture supports the additional space being provided to the Tenant;

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

1. That Schedule "A" of the Lease be removed and replaced with Schedule "A" attached to the Amending Agreement dated December 10<sup>th</sup>, 2018.

**IN WITNESS WHEREOF**, the Parties have executed this Amending Agreement effective as of the date written above.

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

---

MAYOR – CHRISTIAN PROVENZANO

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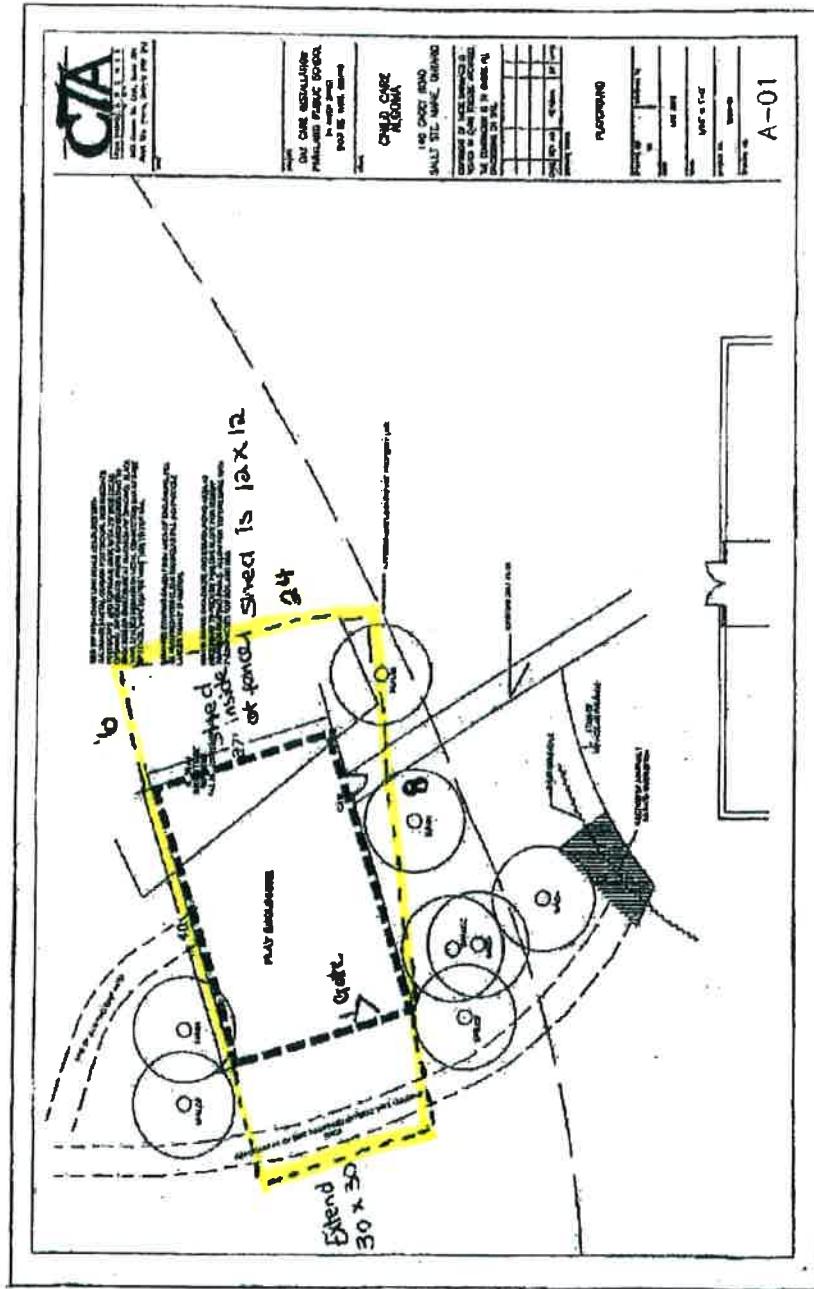
CITY CLERK – MALCOLM WHITE  
*We have the authority to bind the corporation.*

**CHILD CARE ALGOMA**

---

EXECUTIVE DIRECTOR – CLAIRE  
LAFRENIERE  
*I have authority to bind the corporation.*

Proposed Playground Plans



SCHEDULE "A"

Preschool Area  $40 \times 27 + 240 \text{ sq feet extention around fence}$   
 $= 1,080 \div 60 = 18 \text{ children}$

Toddler area  $30 \times 30 = 900 \div 60 = 15 \text{ children}$

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-232**

**AGREEMENT:** (P2.2) A by-law to authorize the execution of the Extension Agreement between the City and The Corporation of the Township of Prince which amends the Agreement between the City and The Corporation of the Township of Prince dated March 24, 2014 for the provision of police services.

**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 Extension Agreement dated December 10, 2018 between the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule "A" hereto. This Extension Agreement amends the Agreement for the Provision of Police Services, dated March 24, 2014.

**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 10<sup>th</sup> day of December, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

Schedule "A"

THIS EXTENSION AGREEMENT made in duplicate this 10<sup>th</sup> day of December, 2018

B E T W E E N:

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

(hereinafter called the "City")

**OF THE FIRST PART**

- AND -

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

(hereinafter called the "Township")

**OF THE SECOND PART**

**WHEREAS** an Agreement for the provision of police services dated March 24, 2014 between the City and the Township was entered into, Schedule "A" hereto (hereinafter: the "Agreement");

**AND WHEREAS** the Township wish to continue to provide adequate and effective police services in accordance with its needs and as stipulate in the Agreement;

**AND WHEREAS** the Township wishes to continue to benefit from the provision of police service on a month-to-month basis and under the same terms and conditions as set out in the Agreement;

**AND WHEREAS** the Parties hereto acknowledge that the Agreement does not stipulate for such amendments, extensions, renewals, or other form of continuation;

**NOW THEREFORE** the Parties hereto agree as follows

1. In accordance this Extension Agreement, the Parties hereto agree to renew the Agreement on a month-to-month basis commencing January 1<sup>st</sup>, 2019.
2. The Township shall continue to pay to the City a monthly percentage of the 2018 service amount stipulated per section 9 of the Agreement, being \$17,477.50 monthly, subject to CPI and HST, payable on the first of each month.

3. The Township shall not assign this Extension Agreement.
4. The Township will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided under the provisions of this Extension Agreement or the Agreement.
5. If either party wishes to terminate this Extension Agreement, that party may do so by giving the other party at one (1) months written notice of its intention to terminate. Notice shall be provided as per paragraph 13 of the Agreement.
6. This Extension Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

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

---

MAYOR-CHIRSTIAN PROVENZANO

---

CITY CLERK-MALCOLM WHITE

**THE CORPORATION OF THE  
TOWNSHIP OF PRINCE**

---

REEVE – KEN LAMMING

---

CLERK – PEGGY GRECO

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2018-233**

**APPOINTMENT:** (A.3.2) A by-law to appoint Karen Fields as City Solicitor.

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

**1. APPOINTMENT – CITY SOLICITOR**

Karen Fields is hereby appointed City Solicitor

**2. EFFECTIVE DATE**

This by-law becomes effecting on January 7, 2019.

**PASSED** in open Council this 10<sup>th</sup> day of December 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2018-226

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Second Avenue from Connaught Avenue to Second Line West under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31<sup>st</sup> of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 10<sup>th</sup> day of December, 2018.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-226 LOCAL IMPROVEMENT - SECOND AVENUE 1ST & 2ND READING.DOC



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Civic Centre  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2018-226 SECTION 3  
REGULATION 586-06 MUNICIPAL ACT  
ENGINEER'S REPORT**

2018 12 10

Nature of Work (Construction of): Sanitary sewer, private drain connection and Class "A" pavement  
On: Second Avenue  
From: Connaught Avenue  
To: Second Line West

Estimated Cost of Work: \$1,000,000.00

Estimated Assessable Abutting Frontage: 191.1 Sanitary Sewer  
191.1 Class "A" Pavement

Estimated Cost to be Borne by  
Assessable Abutting Property: \$9,476.73 Sanitary Sewer  
\$15,192.53 Class "A" Pavement

Estimated Cost to be Borne by  
The Corporation: \$975,330.74

Special Rate per Metre Frontage: \$30.50 Sanitary Sewer  
\$79.50 Class "A" Pavement

Special Rate per Private Drain Connection: \$304.00

Estimated Interest Rate Term: 4.45%  
10 years

Estimated Annual Rate per Metre Frontage: \$3.85 Sanitary Sewer  
\$10.02 Class "A" Pavement

Estimated Annual Rate per Private Drain  
Connection: \$38.32

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

Carl Rumiel, P. Eng.  
Design & Construction Engineer  
Attachments

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
SANITARY SFWFR AND PRIVATE DRAIN CONNECTIONS-SECTION 3**

**SCHEDULE "A"**

**BY-LAW 2018-226**

<b>JOB NUMBER</b>	<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>	<b>SIZE</b>	<b># OF P.D.C.</b>	<b>ASSESSABLE FRONTAGE</b>	<b>ESTIMATED COST</b>
A-2018-5-05	Second Ave	Connaught Ave	Second Line W	110	250mm	12	191.1	\$9,476.73

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2018-226

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-03	Second Ave	Connaught Ave	Second Line W	110	10m	n/a	191.1	\$15,192.53

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-224

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Leo Avenue from Queen Street East to Victoria Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31<sup>st</sup> of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-224 LOCAL IMPROVEMENT - LEO AVENUE 1ST & 2ND READING.DOC



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Civic Centre  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2018-224 SECTION 3  
REGULATION 586-06 MUNICIPAL ACT  
ENGINEER'S REPORT**

2018 12 10

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement
On:	Leo Avenue
From:	Queen Street East
To:	Victoria Avenue
Estimated Cost of Work:	\$1,437,000.00
Estimated Assessable Abutting Frontage:	407.5m Sanitary Sewer 404.5 Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	\$20,332.68 Sanitary Sewer \$32,159.73 Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	\$1,384,507.59
Special Rate per Metre Frontage:	\$30.50 Sanitary Sewer \$79.50 Class "A" Pavement
Special Rate per Private Drain Connection:	\$304.00
Estimated Interest Rate Term:	4.45% 10 years
Estimated Annual Rate per Metre Frontage:	\$3.85 Sanitary Sewer \$10.02 Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	\$38.32
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumieli, P. Eng.  
Design & Construction Engineer  
Attachments

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3**

**SCHEDULE "A"**

**BY-LAW 2018-224**

<b><u>JOB NUMBER</u></b>	<b><u>STREET</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>LENGTH</u></b>	<b><u>SIZE</u></b>	<b><u># OF P.D.C.</u></b>	<b><u>ASSESSABLE FRONTAGE</u></b>	<b><u>ESTIMATED COST</u></b>
A-2018-5-01	Leo Ave	Queen St. East	Victoria Ave	250	250mm	27	407.5m	\$20,332.68

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2018-224

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-01	Leo Ave	Queen St. East	Victoria Ave	250	10m	n/a	404.5m	\$32,159.73

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

**BY-LAW NO. 2018-225**

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Ruth Street from Franklin Street to east limit under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31<sup>st</sup> of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-225 LOCAL IMPROVEMENT - RUTH STREET 1ST & 2ND READING.DOC



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Civic Centre  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2018-225 SECTION 3  
REGULATION 586-06 MUNICIPAL ACT  
ENGINEER'S REPORT**

2018 12 10

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement
On:	Ruth Street
From:	Franklin Street
To:	East Limit
Estimated Cost of Work:	\$1,122,000.00
Estimated Assessable Abutting Frontage:	378.9 Sanitary Sewer 387.7 Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	\$18,549.39 Sanitary Sewer \$30,822.77 Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	\$1,072,627.84
Special Rate per Metre Frontage:	\$30.50 Sanitary Sewer \$79.50 Class "A" Pavement
Special Rate per Private Drain Connection:	\$304.00
Estimated Interest Rate Term:	4.45% 10 years
Estimated Annual Rate per Metre Frontage:	\$3.85 Sanitary Sewer \$10.02 Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	\$38.32
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumieli, P. Eng.  
Design & Construction Engineer  
Attachments

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3**

SCHEDULE "A"

BY-LAW 2018-225

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-5-02	Ruth Street	Franklin Street	east limit	250	250mm	23	378.9	\$18,549.39

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2018-225

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-02	Ruth Street	Franklin Street	east limit	250	10m	n/a	387.7	\$30,822.77

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2018-226

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Second Avenue from Connaught Avenue to Second Line West under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31<sup>st</sup> of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-226 LOCAL IMPROVEMENT - SECOND AVENUE 1ST & 2ND READING.DOC



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Civic Centre  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2018-226 SECTION 3  
REGULATION 586-06 MUNICIPAL ACT  
ENGINEER'S REPORT**

2018 12 10

Nature of Work (Construction of): Sanitary sewer, private drain connection and Class "A" pavement  
On: Second Avenue  
From: Connaught Avenue  
To: Second Line West

Estimated Cost of Work: \$1,000,000.00

Estimated Assessable Abutting Frontage: 191.1 Sanitary Sewer  
191.1 Class "A" Pavement

Estimated Cost to be Borne by  
Assessable Abutting Property: \$9,476.73 Sanitary Sewer  
\$15,192.53 Class "A" Pavement

Estimated Cost to be Borne by  
The Corporation: \$975,330.74

Special Rate per Metre Frontage: \$30.50 Sanitary Sewer  
\$79.50 Class "A" Pavement

Special Rate per Private Drain Connection: \$304.00

Estimated Interest Rate Term: 4.45%  
10 years

Estimated Annual Rate per Metre Frontage: \$3.85 Sanitary Sewer  
\$10.02 Class "A" Pavement

Estimated Annual Rate per Private Drain  
Connection: \$38.32

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

Carl Rumiel, P. Eng.  
Design & Construction Engineer  
Attachments

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
SANITARY SFWFR AND PRIVATE DRAIN CONNECTIONS-SECTION 3**

**SCHEDULE "A"**

**BY-LAW 2018-226**

<b>JOB NUMBER</b>	<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>	<b>SIZE</b>	<b># OF P.D.C.</b>	<b>ASSESSABLE FRONTAGE</b>	<b>ESTIMATED COST</b>
A-2018-5-05	Second Ave	Connaught Ave	Second Line W	110	250mm	12	191.1	\$9,476.73

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2018-226

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-03	Second Ave	Connaught Ave	Second Line W	110	10m	n/a	191.1	\$15,192.53

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

**BY-LAW 2018-137**

**STREETS:** (S4.3) A by-law to rename a portion of Ontario Avenue between Pine Street and Upton Road.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to Section 27(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 **ENACTS** as follows:

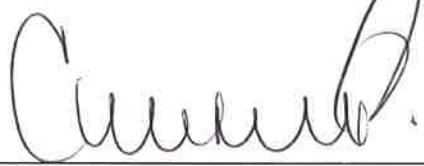
**1. RENAMING PART OF ONTARIO AVENUE**

Ontario Avenue between Pine Street and Upton Road will now be named Garrison Way.

**2. EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 25<sup>th</sup> day of June, 2018.

  
**MAYOR – CHRISTIAN PROVENZANO**

  
**CITY CLERK – MALCOLM WHITE**

By-law 2018-137

Page 2

**STREETS:** (S4.3) A by-law to rename a portion of Ontario Avenue between Pine Street and Upton Road being described as Ontario Avenue Plan 3206, Part 1 1R-13501 (Part PIN 31536-0164) to Garrison Way.

Read the **THIRD** time in open council and finally passed this 10<sup>th</sup> day of December, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**